

For facilitating
Students' Training/Postgraduate Research

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 07th day of the month of **February** in the year **2020**, by and between the ICAR-Indian Institute of Spices Research, having its Head Office at Kozhikode, Kerala (hereinafter called " ICAR-IISR"/First party), a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110 001 on the ONE PART and the University of Agricultural and Horticultural Sciences having its headquarters at Shivamoga, Karnataka, (hereinafter called "UAHS"/Second party) on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued *via* Letter No. 2-8/2012-HRD dated 11th December, 2012 or as revised from time to time.

WHEREAS the "First Party" is involved in the research aims to serve the farming community by conducting research, training and knowledge transfer pertaining to mandate spice crops *viz.* black pepper, cardamom, ginger, turmeric, nutmeg, garcinia, clove, cinnamon, cassia, allspices, vanilla and paprika,

WHEREAS the "Second Party" is involved in the studies on Crop improvement, production, protection, physiology, biochemistry & post harvest technology and social science [specific mandated domain within the approved disciplines/divisions], AND WHEREAS the "second Party", established vide F. No. Sam. Vya. Sha. Ilakhe, 19 Shashana 2012 dated 21-09-2012 Govt. of Karnataka vide Act No. 38 of 2012 and recognized by ICAR and is involved in academics, research & development and extension management in the fields of Agricultural and Horticultural Sciences.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

Article 1. Scope

- 1.1 The second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research

students for M.Sc./Ph. D. The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for serving as Co-chairman/member of PG students advisory Committee.

- 1.2 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandate domain within the approved disciplines/divisions.
- 1.3 Research Instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.
- 1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

- 2.1 Director of the First party and the Registrar/Head of the Institution of the second party will be responsible to work out operational details of co-operation in each case between the two organizations and ensure proper and effective implementation of this MoU.
- 2.2 The advisory committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

Article 3. Exchange of Information

- 3.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2 The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non discrimination.
- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.
- 4.4 Any research publications arising will be jointly published.
- 4.5 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the second party.
- 4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.
- 4.8 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.
- 4.9 Director of Research, Director of Extension and Dean (PGS) will be nodal officers for implementation of this MoU in respect of Research, Extension and PG education respectively reg.

Article 5. Intellectual Property Rights

- 5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the students and

involved scientific staff shall be included as the inventor/breeder/author. The ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization as amended from time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

Article 6. Admission and Fees

- 6.1 The allocation of Major Guide/Advisor will be governed by the provisions laid out by UAHS, Shivamoga and admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.
- 6.2 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists time to guide thesis research at the party institution.
- 6.3 Any student(s) admitted to the First party for postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property will be sent back to the University for further action.
- 6.4 The facilities for conducting research will be extended by both the parties at no cost to the student.

Article 7. Entry into effect, modification and termination

- 7.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.

- 7.2 All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this Memorandum of Understanding.
- 7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the Memorandum of Understanding and shall be effective from the date on which they are made / executed, unless otherwise agreed to.

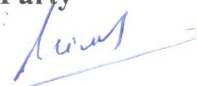
This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve accept and agree to terms contained herein

[Name and Address of the First Party]

Director
ICAR-Indian Institute of Spices
Research Kozhikode, Kerala

Name of the Director of the First Party


Name: Dr. Kantipudi Nirmal Babu

डा.के.निर्मल बाबू Dr. K. Nirmal Babu
निदेशक Director
पाकानुप-भारतीय मसाला संस्थान
ICAR-Indian Institute of Spices Research
मैरिक्कुनू पी.ओ. Marikunnu PO, कोंडिकोड Kozhikode
केरल Kerala, भारत India
Witness 012

1. Dr. Prasath D.,
Principal Scientist,
ICAR-IISR, Kozhikode

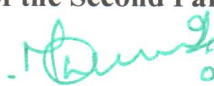
2. Dr. Sarathambal C.
Scientist,
ICAR-IISR, Kozhikode

Date: _____

[Name and Address of the Second Party]

Registrar,
University of Agricultural and Horticultural
Sciences, Shivamogga- 577 204

Name of the Registrar/Head of Institution of the Second Party


Name: Dr. M. Dinesh Kumar
07/04/2020

Registrar
University of Agricultural
& Horticultural Sciences
Shivamogga-577 204
Signature with Seal

1. Dr. T.S. Vageesh,
Dean (PGS),
UAHS, Shivamogga

2. Dr. B.R. Gurumurthy,
Director of Research,
UAHS, Shivamogga

Date: _____