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Description of Document	: Article 5 Agreement or Memorandum of an agreement
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First Party	: DIRECTOR CARI IZATNAGAR BAREILLY
Second Party	: VICE CHANCELLOR INVERTIS UNIVERSITY BAREILLY
Stamp Duty Paid By	: DIRECTOR CARI IZATNAGAR BAREILLY
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**Umbrella Memorandum of Understanding**  
*between*  
**ICAR-Central Avian Research Institute, Izatnagar-243122**  
*and*  
**Invertis University, Bareilly-243123**  
*for facilitating*  
**Students' Training/Postgraduate Research**

Signature of First Party

Signature of Second Party

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*Santosh*  
**REGISTRAR**  
**INVERTIS UNIVERSITY**  
**BAREILLY**

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Party will be responsible for the stamp duty.

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 13<sup>th</sup> day of the month of September in the year 2021 by and between the **ICAR-Central Avian Research Institute** (Name of the ICAR Institute) having its Head Office at **Izatnagar, Bareilly** [hereinafter called "**The Institute/First party**"], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110001 on the ONE PART,

and

The **Invertis University**, having its headquarters at **Invertis Village, Bareilly-Lucknow National Highway-24, Bareilly (Uttar Pradesh)** [hereinafter called "**The University/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 *vide* Letter No. 2-8/2012-HRD dated 11<sup>th</sup> December, 2012 or as revised from time to time.

WHEREAS the "**First Party**" is involved in devising ways and means to enhance productivity of poultry species and allied research including biotechnology and other related bio-sciences (specific mandated domain within the approved disciplines/divisions).

AND WHEREAS the "**Second Party**", established *vide* Notification no. 1105(2)/LXXIX-V-1-10-1 (Ka)28-2009 dated 1<sup>st</sup> Sept., 2010 by Govt. of Uttar Pradesh *vide* Act No. 22 of 2010 of State Legislative of Uttar Pradesh as a State Private University and recognized by University Grants Commission, is involved in Science, Bio-Science and Technology, (specific areas of research),

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 **Masters and Doctorate** (Name of the degree programme). The Second party will recognize Scientists of the **INSTITUTE** as recommended by its Director in accordance with the **UNIVERSITY** rules and regulations for guiding students working for the said degree.
- 1.2 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from the **Second party** (outside NARS) should be exclusively different as far as possible.
- 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 Vice-Chancellor/Head of the Institution of the **Second party** will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this

  
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Signature of Second Party

  
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- 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 except in cases where IP assets are likely to be generated.

### 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 in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified *vide* Letter No. 2- 8/2012-HRD dated 11<sup>th</sup> December, 2012 or revised guidelines, if any, as may be issued from time to time.
- 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.

### 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(s). The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to 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 All those who wish to register as trainees or for Master/Doctoral programme under this

  
Signature of First Party

  
Signature of Second Party

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**BAREILLY,**

MoU must apply for admission at the **Second party**. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.2.1A and 3.2.2A of the *Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions* as notified vide Letter No. 2-8/2012-HRD dated 11<sup>th</sup> December, 2012 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and outside NARS, respectively.

- 6.2 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.
- 6.3 Allotment of the students at the **First party** will be done with the approval of Director of the **First party** and Vice-Chancellor/Head of the Institution of the **Second party**.
- 6.4 The **First party** would have the right to screen the student's eligibility for admission based on their academic period.
- 6.5 The PME Cell of the **First party** in consultation with the representative of the **Second party** shall decide the location and sharing of quantum of research work.
- 6.6 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 **First party** institution.
- 6.7 Any student(s) admitted to the **First party** for training/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, the registration of such student(s) would be summarily terminated. The **Second party** will not complete the formalities of issuing the certificates to such students until they compensate the losses to the **First party**.
- 6.8 Fees will be charged from the students by the **First party** as per *Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions* vide Letter No. 2-8/2012-HRD dated 11<sup>th</sup> December, 2012 or revised Guidelines, if any, as may be issued from time to time. A student registered with the **Second party**, will deposit fee of Rs. 10,000/- (Rupees ten thousand only) for training duration of 3 months (not leading to a degree/dissertation) and Rs. 30,000/- (Rupees thirty thousand only) per semester (six months) for training, research, dissertation exceeding three months (apart from the cost of consumables etc.). Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the **First party**.

#### 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 MoU.
- 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 MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

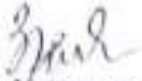

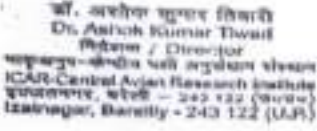

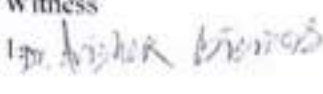

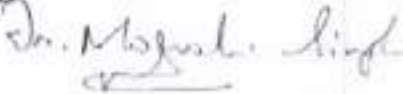
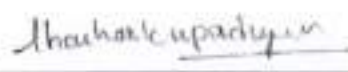
This MoU has been executed in two originals, one of which has been retained by the **First party** and the other by the **Second party**.

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they

Signature of First Party

Signature of Second Party

approve, accept and agree to terms contained herein.

(Name and Address of the First Party)	(Name and Address of the Second Party)
 <b>Dr A.K. Tiwari</b> Director ICAR-Central Avian Research Institute Izatnagar-243122 (Bareilly) Uttar Pradesh	 <b>Dr Y.D.S. Arya</b> Vice Chancellor Invertis University Invertis Village, NH-24 Bareilly-243123, Uttar Pradesh
Phone: +91-581-2301261	Phone: +91-581-2460442/43
Email: director.eari@icar.gov.in	Email: info@invertis.org
 Dr. Ashok Kumar Thoud Director ICAR-Central Avian Research Institute Izatnagar, Bareilly - 243 122 (U.P.) Seal	 Seal
Witness 1.  2. 	Witness 1.  2. 
Dated: 13.09.2021	Dated: 13.09.2021

Signature of First Party

Signature of Second Party

  
 REGISTRAR  
 INVERTIS UNIVERSITY  
 BAREILLY