

उत्तर प्रदेश UTTAR PRADESH

GA 905271

UMBRELLA MEMORANDUM OF UNDERSTANDING

BETWEEN

ICAR-Indian Institute of Sugarcane Research, Lucknow- 226 002

AND

Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow

For

Sharing of scientific expertise and exchange of research ideas in the form of long-term collaborative research, education, extension and training for overall improvement in cane and sugarcane productivity

This memorandum of understanding (hereinafter referred to as MoU) is made on this... 08... day of the month of January... in the year 2022 by and between the ICAR-Indian Institute of Sugarcane Research having its headquarter at Lucknow [hereinafter called "ICAR-IISR"/First party] a constituent Research Institute of the Indian Council of Agriculture Research, New Delhi-110012 on the ONE PART and the Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow [Name of the AU/ICAR-DU or Central/State Govt./Public Sector Funded Institution/State University/Autonomous Body/Private University or Institution having its

[Signature]

[Signature]

headquarters at Jhansi, U.P. 284128"/Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

Whereas the Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow and ICAR-IISR (hereinafter together called as collaborative parties or institutions) are desirous of entering the Memorandum of Understanding (hereinafter called "MoU") for sharing of scientific expertise and exchange of research ideas in the form of long term collaborative research, education, extension and training for overall improvement in sugarcane productivity. WHEREAS the "First Party" involved in the studies on Sugarcane Research with approved mandate by the ICAR is as follows.

To conduct basic and applied research on all aspect of production and protection techniques of sugarcane and other sugar crops for the different agro-climatic zones of the country.

To work on the breeding of sugarcane varieties for subtropical region in close collaboration with Sugarcane Breeding Institute, Coimbatore.

To carryout research for diversification and value addition in sugarcane.

To develop linkages with state Agriculture Universities, Research Center and other organization for collaborative research, exchange of information and material.

To provide training and consultancy to end users at regional, national, and international levels.

AND WHEREAS the "Second Party", established vide F. No. 8-155/2015 (CPP-1/C) dated 08.07.2016 by Govt. of India/Govt. of Uttar Pradesh (Name of the Agency) vide Act No. 2 of 1999 of and recognized by University Grants Commission] At its Department of Botany, M.B.P. Government P.G. College is involved in Plant Tissue Culture (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.

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 education, training, extension activities, public policies and quality postgraduate research in cutting edge areas and revised from time to time.

Scientists/Academicians/Trainers/Officials of ICAR-IISR and Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow had correspondence to finalize the common issues related to research, extension and training interests to benefit students, researchers, farmers and other stakeholders by complementing each other work. Consequently, it was decided to have a MoU as a tool to facilitate joint efforts to achieve objectives of the institutes particularly with respect to sugarcane crop. Now therefore in consideration of premises and mutual covenants hereinafter content, the parties here to agree as follows

1. SCOPE OF THE AGREEMENT

- 1.1 Each institution may offer to the other opportunities for activities and programs, research, extension, training, exchange of faculty and students, and capacity building of staff related to sugarcane crop that will foster a collaborative relationship.

1.2 Specific activities and programs implemented under authority of this MoU are listed below and shall be subject to availability of funds and the approval of each institution's authorized representatives.

For the crops sugarcane and other intercrops as may be decided with mutual agreements.

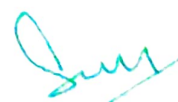
- 1) Long term collaborative cutting-edge research programme in sugarcane particularly in Application of Nanotechnology and Artificial Intelligence, Breeding, Biotechnology, Crop Production and Protection technologies, Crop Physiology and Biochemistry, Extension & Economics and Farm mechanization.
- 2) Development of collaborative cutting-edge research project in sugarcane for external funding from national and international funding agencies.
- 3) The "second party" will recognize the "first party" as an Institution for conducting research related to the thesis requirement of the students for PG & Ph.D [Plant Pathology & Microbiology, Entomology & Nematology, Plant Physiology & Biochemistry, Plant Biotechnology, Agronomy and Soil Science & Agricultural Chemistry] pertaining to sugarcane and other sugar crops at IISR, Lucknow and its regional stations as per the requirement and approved plan of work. The second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the university rules and regulations for guiding students working for the said degree.
- 4) Research instrumentation facility and library facilities available with the First party and second party will be made available to the faculty and research scholar. However, the cost of specific consumable will be borne by the respective organizations.
- 5) Undertaking joint action research studies on issues of mutual interest.
- 6) Exchange of Information
- 7) 2.1 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 pursuant to this MoU.
2.2 The parties support the widest possible dissemination of information. Each party in a joint project shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

3. Intellectual property management

IPR issues involved will be in conformity with ICAR's Guidelines for Intellectual Property Management and Technology Transfer/ Commercialization, mutually agreed terms for in-licensing and use of proprietary research tools, sharing the ownership of IP generated, licensing of IPR-enabled technologies, sharing of commercial benefits, etc. Such joint IP management plan can be altered mid-way with mutual consent of research partners. Any variation from the guidelines should be deliberated by the concerned committee and reasons for variation provided to the authority competent to approve the proposal. IPR will be managed as given in Joint Intellectual Property Management Plan (JIPMP) given as Annexure 8 of the ICAR's Guidelines for Intellectual Property Management and Technology Transfer/ Commercialization.

Publications and Patents Arising from Work Performed Under This Agreement

- Any publication or commercially exploitable innovation arising out of this joint effort will be jointly published or patented as appropriate by the Parties.
- The Parties shall ensure adequate and effective protection of Intellectual Property resulting from the collaboration.

- The Parties shall notify each other immediately of any result which can be legally protected and take appropriate action.
- Results obtained by either Party prior to the joint research work developed in the context of this MoU or in the course of the co-operation but outside the MoU itself shall belong to the said Party.
- Research data developed may be made available to the general scientific community through, but not limited to, the following: Publications, Seminars/ Symposia, Conferences and Lectures.

4. Confidentiality

Information as may be vital to the interest of the Institute/or security/defense of the country is not parted with to the contracting party.

5. Admission and Fees

- 5.1 Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow** cover the costs associated with its own staff interfacing with **ICAR-IISR** for any kind of collaborative work on sugarcane crop.
- 5.2** All those who wish to register as trainees or for Master/Doctoral programme under this 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 11th 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.
- 5.3** 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.
- 5.5** Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor/Head of the Institution of the Second party.
- 5.6** The First party would have the right to screen the student's eligibility for admission based on their academic period.
- 5.7** The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.
- 5.8** The number of student(s) at any time will be subjected to the availability of research facilities and scientist's time to guide thesis research at the First party institution.
- 5.9** 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.
- 5.10** 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 11th December 2012 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with SAU/DU within NARS. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.




6. Modalities of Collaboration

- 6.1 The respective responsibilities of Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow and ICAR-IISR and schedule of fulfillment thereof shall be finalized to the agreement. The period of completion for work could, however, be extended to such further periods as may be mutually agreed to between the parties.
- 6.2 There will be Monitoring Committee for the PROJECT if any. The Monitoring Committee shall consist of the members from the Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow and ICAR-IISR and will be formed by Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow and ICAR-IISR in consultation with each other.
- 6.3 The monitoring Committee will be responsible for monitoring and reviewing the progress of PROJECT. It will [fix/ identify] the work to be done by the Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow and ICAR-IISR, targets/ milestones and criteria for completion for the PROJECT. It shall also review every six month the progress of the PROJECT.
- 6.4 Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow and ICAR-IISR shall jointly identify [centers / locations] for carrying out trials for validation of activities of any products emerging from collaborative project and draw up protocols for such trials/ studies/ activities. The Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow and ICAR-IISR shall undertake / assist/ co-operate with each other to carry out trials/studies/activities as per the protocols drawn up.

7. Effective Date, Duration, Termination of the Agreement

- 7.1 The agreement shall be effective from the January 2022 and shall recur in force for a period of 3 years from said date.
- 7.2 The agreement shall be deemed to expire on completion of the period as in provision unless extended by both the parties.
- 7.3 During the tenure of the agreement parties here to can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a (Three month) notice in writing to the defaulting party, failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party is right to terminate this agreement.
- 7.4 In the event of termination of the agreement, the right and the obligations of the parties thereto shall be settled by mutual discussion.
- 7.5 The agreement arrived at between the parties here to for utilization of intellectual property shall survive the termination of agreement.

8. Notices

All notices and other communication required to be served on the collaborating party under the terms of this agreement shall be served if the same shall have been delivered to left with or posted by registered mail to the other collaborating party at its last known address or emailed to authorized email address.

9. Indemnity and Liability

This MoU has compliance of issues related to taxation, and protection of name and reputation of the parties. This includes a disclaimer on responsibility of the institutions, say, for the advice/recommendations given in the professional service undertaken. That is, it indemnifies Maharaja Bijli Pasi Govt. PG College




Aashiyana Lucknow and ICAR-IISR scientists/staff/institution from any legal consequences arising from the professional service rendered.

The Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow and ICAR-IISR do not give any warranty of the quality of replicates or multiplications of the results of services rendered, by the collaborating party subsequently on its own.

10. Amendment of the Agreement

This MoU represents the entire understanding between the Parties and supersedes all understandings either oral or written hitherto with respect to the subject matter of the Agreement.

No Amendment or modification of this agreement shall be made unless the same is made in writing by both the parties and their authorized representatives and specifically stating the same to be an amendment of this agreement. The modification/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to

11. Assignment of the Agreement

The right and/or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the party and subject to such terms and conditions as may be mutually agreed upon. Matters not provided for by this MoU shall be determined through mutual consultation and agreement.

12. Use of Name

The Parties agree not to use each other's names in any advertising or other form of publicity without the prior written consent of that Party. However, the Parties agree in advance that each may use the name of the other in announcing this MoU.

13. Management

To manage the execution of this MoU, each Party shall designate one person to serve as co-coordinator.

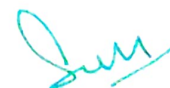
The co-coordinators shall meet and correspond as needed to evaluate the status of co-operation and the progress of activities under this MoU. In addition, the co-coordinators shall consider and act on major, new proposals for collaboration.

Each Party shall designate one contact person who shall be responsible for implementing and monitoring each specific collaborative research project agreements.

14. General Provisions

14.1 All activities under this MoU shall be in accordance with the applicable laws. All questions related to this MoU arising during its term will be settled by the Parties by mutual agreement. Disagreements that cannot be resolved at the operating level shall be forwarded to respective higher officials for appropriate resolution.

14.2 In the event of any dispute or differences between the parties arising out of or in connection with this agreement, such dispute or differences shall be referred to the sole arbitration of a person nominated jointly by Director, ICAR-IISR and Director of Research, Maharaja Bijli Pasi Govt. PG College Aashiyana

Lucknow who is acceptable to both the parties. The award of the arbitrator shall be final and binding on both the parties. Existing law on arbitration matter shall govern arbitration proceedings.

14.3 It is understood that the first party and second party subscribe to the principal of equal opportunity and do not discriminate on the basis of race, sex, age, cast or religion. Both the institution shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholar or students, which violate principles of non-discrimination.

14.4 Both parties understand that all financial agreement will have to be negotiated separately and will depend on the availability of funds.

14.5 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.





14.6 Nothing in this MoU is intended to affect other co-operation or collaborations between the Parties.



14.7 This agreement does not imply that any of the parties are bound by an exclusive obligation towards the other party.

14.8 The English language shall be used in all communications between the Parties

Seal of Parties

In witness whereof the parties hereto have signed this agreement ^{Dec 8,} ~~September 2021~~ mentioned hereinbefore.

Parties	
<p>For and on behalf of Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow , Jhansi (U.P.)- 284003</p> 	<p>For and on behalf of ICAR-Indian Institute of Sugarcane Research Lucknow-226002</p> 
<p>Signature प्राचार्य महाराजा बिजली पासी राज० स्ना० महाविद्यालय अशियाना लखनऊ Designation PRINCIPAL</p> <p>Authorized signatory of Maharaja Bijli Pasi Govt. PG College Aashiyana Lucknow , Jhansi</p>	<p>Signature (Dr. A.D. Pathak) Director ICAR-Indian Institute of Sugarcane Research Lucknow-226002 Designation</p> <p>Authorized signatory of ICAR-Indian Institute of Sugarcane Research, Lucknow</p>
<p>Witnesses (Name and Address)</p> <p>1. Name- PROF. (DR) CASHA YADAV</p> <p>Designation PROFESSOR</p> <p>Signature </p>	<p>Witness (Name and Address)</p> <p>1. Name- Dr. L. S. Gangwar</p> <p>Designation Principal Scientist & IC</p> <p>Signature </p>

2. Name- DR. VINAY KUMAR PRAJAPATI Designation ASSISTANT PROFESSOR Signature 	2. Name- Dr. Ajay Kumar Sah Designation Principal Scientist Signature 
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F. No. 8-155/2015 (CPP-I/C)

July, 2016

The Registrar
Lucknow University
Lucknow - 226 007
Uttar Pradesh

218 JUL 2016

Sub: - Change the name of the College from Maharaja Bijli Pasi Government Degree College to Maharaja Bijli Pasi Government P.G. College and declaring a College fit to receive Central Assistance under Section 12 (B) of the UGC Act, 1956.

Sir,

I am directed to refer to the letter no. 402/2015-16 dated 29.03.2016 received from the Principal, Maharaja Bijli Pasi Government P.G. College, Ashiana, Lucknow - 226 012, Uttar Pradesh on the above subject and to say that it is noted that the following college is aided and permanently affiliated to Lucknow University, Lucknow. The college is already included under Section 2 (f) of the UGC Act, 1956 vide this office letter no.F.8-300/2005 (CPP-I) dated 31.01.2006. I am further to say that the name of the following college has been included in the list of colleges prepared under Section 12 (B) of the UGC Act, 1956 under the head 'Government Colleges teaching upto Master's Degree':-

Name of the College	Year of Establishment	Remarks
Maharaja Bijli Pasi Government P.G. College, Ashiana, Lucknow - 226 012, Uttar Pradesh.	2001	The College is now declared fit to receive Central assistance in terms of Rules framed under Section 12 (B) of the UGC Act, 1956.

The documents submitted in respect of the above College have been accepted by the University Grants Commission.

Yours faithfully,

(Charan Dass)
Under Secretary

Copy to:-

1. The Principal, Maharaja Bijli Pasi Government P.G. College, Ashiana, Lucknow - 226 012, Uttar Pradesh.
2. The Secretary, Government of India, Ministry of Human Resource Development, Department of Higher Education, Shastri Bhawan, New Delhi - 110 001.
3. The Secretary (Higher Education), Government of Uttar Pradesh, 8B, Navin Bhawan, UP Sachivalaya, Lucknow - 226 001, (Uttar Pradesh).
4. The Joint Secretary, UGC, Northern Regional College Bureau (NRCB), 35, Ferozeshah Road, New Delhi - 110 001.
5. Section Officer (FD-III Section), UGC, New Delhi.
6. Guard file.

प्राचार्य

महाराजा बिजली पासि गवर्नमेंट पी.जी. कॉलेज
अशियाना, लखनऊ

(M.P. Singh)
Section Officer

