

INDIA NON JUDICIAL



सत्यमेव जयते

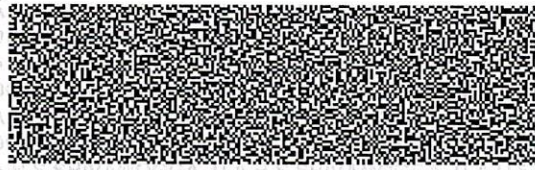
Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA44126239475994R
Certificate Issued Date : 21-Nov-2019 02:03 PM
Account Reference : NONACC (FI)/ kaksfcl08/ SHIVAMOGGA3/ KA-SM
Unique Doc. Reference : SUBIN-KAKAKSFCL0805793707633162R
Purchased by : U A H S SHIVAMOGGA
Description of Document : Article 12 Bond
Description : M O U
Consideration Price (Rs.) : 0
 (Zero)
First Party : U A H S SHIVAMOGGA
Second Party : UNIVERSITY OF MYSORE
Stamp Duty Paid By : U A H S SHIVAMOGGA
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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Please write or type below this line

Memorandum of Understanding between
University of Agricultural and Horticultural Sciences, Shivamogga
and
University of Mysore, Mysuru

This Memorandum of Understanding (herein after referred to as MoU) is made and executed on this 22nd day of May, 2020 by and between: University of Agricultural and

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
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Horticultural Sciences, Shivamogga having its headquarters at Shivamogga (hereinafter called "FIRST PARTY") on the OTHER PARTY (who are 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 research and education regarding students' training and quality postgraduate research in cutting edge areas.


University of Agricultural and Horticultural Sciences (UAHS), Shivamogga is an integrated university in the state of Karnataka having both agricultural, horticultural and forestry sciences under its purview. It was established in 2012 covering under its purview seven districts of Karnataka, viz., Shivamogga, Chikkamagalur, Udupi, Dakshina Kannada, Kodagu, Davanagere and Chitradurga located in four agro-climatic zones of Central Dry, Southern Transitional, Hill and Coastal. The objectives of the University are to: 1) imparting education towards development of quality human resource in different branches of agriculture, horticulture and forestry; 2) furthering the advancement of learning and conducting research in agriculture, horticulture, forestry and other allied sciences; 3) undertaking the extension education of such science and technologies, specially for the benefit of farmers and rural people of the State and 4) promoting partnership and linkages with national and international educational cum research institutions and industries. The University has stated its Vision as, "To make the University a centre of excellence in academics, research and development and extension management in the fields of agricultural and horticultural sciences" and its Mission as, "To build the University as a premier institution to provide best professional education towards development of quality human resource in different areas, R&D solutions addressing key issues confronting the sector growth and achieve excellence with quality outputs in frontier areas of agriculture, horticulture, forestry and allied sciences, professional consultancy, contract services in public and private domains at national and international levels".

WHEREAS the "FIRST PARTY" is involved in the studies on Agriculture, Horticulture, Forestry and allied Sciences including Agricultural Engineering.

AND

WHEREAS the "SECOND PARTY", is University of Mysore (UoM), Mysuru established in 1916 as a Princely State University, now a statutory University of Karnataka through an act of Karnataka State Legislature for affiliation, coordination and maintenance of


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standards of higher education at collegiate level within its jurisdiction of Mysore, Mandya, Hassan and Chamarajanagar districts of Karnataka State.

The University of Mysore is a leading State University known for high quality academic research and teaching. The University is keen to forge partnerships with other academic institutions as a measure of enhancing the quality of teaching, research and innovation in the domain of higher education.

UoM is the sixth oldest university in India and accredited by NAAC (National Assessment and Accreditation Council) with FIVE STAR status in 2000 and reaccredited in 2006 at A⁺ level. The university is recognised as an Institution of Excellence by the Government of India with an award of Rs. 100 crore special grant to establish a Centre of Excellence in "Biodiversity, Bio prospecting and Sustainable Development". The State Government has considered this university as an innovative university. Recently, the Department of Science and Technology considering a decade long scientific output has identified this university for special assistance under Promotion of University Research for Scientific Excellence (PURSE) scheme. At present the university has Grade II autonomy with a CGPA of 3.47 in NAAC accreditation. The university aims to go for an international accreditation during 2019 and achieve a CGPA of more than 3.5 during the NAAC accreditation due during 2020.


The Post-graduate Departments of Microbiology, Biotechnology, Chemistry, Zoology, Botany, Biochemistry, Food Science and Nutrition apart from other departments are also having strong research and teaching activities in the areas of basic sciences and extension services which are related to Applied areas of Agricultural Sciences. The infrastructure and expertise are amenable for collaboration and interaction with various relevant disciplines of agricultural sciences of other Universities, Institutions and Organizations within the state and outside.

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.

Hence this agreement.

Recitals

1. AND WHEREAS both UoM and UAHS recognise that they share some common goals and desirous to establish, a cooperative arrangement towards strengthening


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research and extension in the area of common interest by sharing infrastructure and expertise; evolving joint strategies for research fund generation and ultimately reaching the farming community to increase the quality of the produce.

2. AND WHEREAS both organisations are desirous to associate in all related areas as may be agreed upon for furtherance of knowledge, exchange of information, apt technical and management skill for future economic development in farm sector and work towards effective academic R&D partnership and foster basic and applied research in the area of common interest.
3. **NOW THE PARTIES HEREBY ACKNOWLEDGE AND DECLARE as follows:**
 - 3.1 The University of Mysore and the University of Agricultural and Horticultural Sciences (hereinafter referred to as “the parties”) agree to cooperate for ensuring relevant and quality research in the area of mutual interest.
 - 3.2 Identification and development of joint research proposals for seeking funding from various national and international funding agencies such as ICAR, DBT, BRNS, EEC, Indo-Denmark, Indo-German *etc.*
 - 3.3 Joint cooperation between the two universities to establish infrastructure at both universities and share the new and already existing infrastructural facilities.
 - 3.4 Exchange of faculty, research scholars, scientists and students in each others’ academic programmes and provide local hospitality for them at respective universities.
 - 3.5 The parties may establish a “Joint Working Group” to manage and execute the cooperative activities mentioned in this MoU.
 - a) The parties will endeavour to ensure that the working group is composed of the representatives of the two institutions, organisations and academic community related to the field of interest.
 - b) Each party will nominate appropriate personnel to discuss and promote detailed cooperation activities for the implementation of this MoU. When necessary and as mutually agreed, the parties may hold working meetings. One party shall notify the other party of any modification in writing in case of change in the assigned personnel.


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4. **To start with both universities may undertake the following activities:**

- 4.1 UAHS and UoM jointly identify the thrust areas in the field of Microbiology, Biotechnology, Botany and other disciplines and prepare collaborative project proposals for funding from various national and international funding agencies.
- 4.2 UAHS and UoM jointly organizing national and international conferences/symposium and others.
- 4.3 UAHS and UoM jointly prepare and apply for funding to conduct workshops for students/faculties/industries.
- 4.4 Extension-Training of trainees, extension staff, joint publication of technical manuals/bulletins/leaflets.
- 4.5 UAHS and UoM jointly intended to conduct research work like identifying emerging plant diseases, Generation of molecular database, bar-coding and diagnostic tools for plant pathogens of important seed crops, developing novel control strategies including need-based seed treatment, chemical, biological, resistant source deployment, resistance gene pyramiding, RNAi and transgenic approaches, Identification of mycotoxin problems, level of contamination, management, Biological control strategies – Isolation of native isolates of PGPR and other bio control agents, characterization, mass production, formulation.

5. **Intellectual property rights**

IPR titles or ownership of any product, proprietary information or technology tools, processes, utilities and methodology for any deliverables, new ideas, inventions, innovations or development conceived, developed or made jointly by the University of Mysore and University of Agricultural and Horticultural Sciences through this MoU shall remain the property of both the universities.

6. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this agreement save for any such loss suffered resulting from any wilful and negligent act or omission of either of the parties.
7. Neither this agreement, nor any activities described herein shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties and nothing agreement represents a non exclusive relationship between the parties and


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nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.

8. Neither party shall issue any press release, public announcement or other such disclosure concerning this agreement without other party's prior consent as to such release or announcement.
9. This MoU may not be amended without the prior written consent of both the parties.
10. This memorandum shall commence from the date of its signing and shall **continue for a period of three years** from the date thereof and be automatically **renewed for successive periods of three years**, unless either party notifies in writing to the other party of its intention to terminate this MoU ninety days in advance.
11. This memorandum is not a legally binding contract and under no circumstances does this memorandum subject either of the parties to liability for breach of contract or any other liability under national or international law or any other applicable law.
12. The parties hereby agree that they are not bound exclusively by this memorandum and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
13. **Termination:** Either party can cancel or terminate this MoU unilaterally by giving an advance notice of 90 days to the other.
14. **Arbitration clause**
 - a. Any activity and /or any action taken either jointly or individually by the parties to the agreement shall not evoke any financial obligation on the part of the University of Mysore.
 - b. Any change in the terms of this agreement may be made with mutual consent of both the parties and with due approval of the appropriate bodies of the University.
 - c. In the event of any dispute or differences between the parties, hereto such disputes or differences shall be resolved amicably on the basis of mutual discussions by the signatories or their designated nominees and in the event of failure the matter may be referred to Arbitration in accordance with Arbitration and conciliation Act 1996 as amended from time to time and shall be subjected to exclusive jurisdiction of Courts of Karnataka.


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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE TWENTY SECOND DAY OF THE MONTH OF MAY IN THE YEAR 2020 (22-05-2020) HEREIN BEFORE MENTIONED.

For and on behalf of UAHS, Shivamogga

For and on behalf of Mysore University, Mysore

Signature: 

Signature:

Name: M. Dinesh Kumar

Name:

Designation: Registrar

Designation: Registrar

Date: 22.05.2020

Date:

Signature with Seal
Registrar

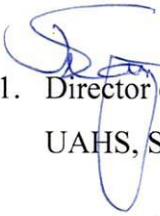
Signature with Seal 

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Witness

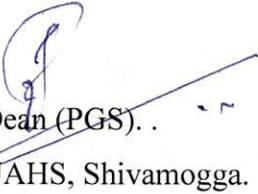
Witness



1. Director of Education,
UAHS, Shivamogga.



1. Director
Planning, Monitoring and Evaluation Board
University of Mysore
MYSORE - 570 005



2. Dean (PGS).
UAHS, Shivamogga.

2.



3. Director of Research,
UAHS, Shivamogga.

3.