

MEMORANDUM OF UNDERSTANDING (MOU)

Between

KAMDHENU UNIVERSITY (KU)

GANDHINAGAR, GUJARAT

And

RAJASTHAN UNIVERSITY OF VETERINARY

AND ANIMAL SCIENCES (RAJUVAS),

BIKANER, RAJASTHAN

WHEREAS this Memorandum of Understanding is made at Gandhinagar, between Kamdhenu University (KU), a University constituted under the Kamdhenu University Act, 2009, having its headquarter at Karmayogi Bhavan, 4th Floor, Block-1, B1-Wing, Sector-10A, Gandhinagar, Gujarat (hereinafter referred to as "KU"), which expression includes its successor and assigned on the ONE PART:

And

Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner, Rajasthan (hereinafter referred to as "RAJUVAS") which expression shall unless repugnant to the subject or context thereof shall mean and include its successor and permitted assigns on the other part:

Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner is established (Under Section (3) of Section-1 of the Rajasthan University of Veterinary and Animal Sciences Act) by Government of Rajasthan. The RAJUVAS came in to existence on 13th day of May, 2010 with the vision to train human resource, generate suitable technologies and transfer new technical knowledge to stakeholders for the purpose of enhancing income of farmers and landless livestock owners through Animal Husbandry in Rajasthan.

AND WHEREAS the KU, having a newly established University requires service of RAJUVAS for following:

1. Academic and research collaboration in the area of mutual interest.
2. Exchange of students and faculty between KU and RAJUVAS as per the mutually agreed terms and conditions.



3. Requires suitable hostel accommodation and guest-house facility for its students and staff, respectively.

AND WHEREAS the RAJUVAS has following facilities, expertise and capabilities:

1. Well established TVCC, laboratories with advanced instruments
2. Well-equipped dairy farm with more than 250 Rathi and other indigenous breed animals
3. Radio-Isotope Laboratory
4. Livestock Research Stations
5. Newer diagnostic imaging tools such as CT Scan, etc., in addition to advanced operation theatre facilities for orthopedics, laser surgery and ophthalmology
6. Veterinary Forensic Medicine Laboratory
7. Centre for Disaster Management Technology for Animals
8. Centre for use of space based Technology in Animals
9. Centre for Ethno Veterinary Practice & Alternative Medicines and Wild Life Management & Health care
10. Well strengthened Directorate of Extension Education with VUTRCs (Veterinary University Training Research Centres) in many districts of Rajasthan



NOW THEREFORE it is hereby agreed between both the parties as under that;

1. RAJUVAS shall collaborate with KU in academic, research and in the areas of mutual interests.

2. RAJUVAS and KU shall exchange academic information, scholarly information, clinical and other materials and publications for the benefit of their students and faculty.
3. Sponsor collaborative seminars, workshops and other academic meetings.
4. Provide suitable hostel accommodation and guest house facility for students and staff, respectively.
5. KU and RAJUVAS will exchange students according to the terms laid out in Annexure-1 annexed to this agreement having bi-directional flow of students.
6. Faculty from both Institutions shall collaborate in supervision of exchanged students, examinations, paper setting and other academic matters.
7. Undertake joint research in disciplines of mutual interest as per the terms and conditions laid down in Annexure-2 annexed herewith.
8. That this Agreement shall remain in effect for three years from the date of its signing by both the parties which can be extended.
9. To provide education, training and execute short research project in collaboration with KU.
10. To execute short research projects for post graduate students of KU having mutual interest benefitting society and animals.
11. To arrange lectures and class room teaching through video conferencing lectures for KU students as per the course contents.
12. To assign its teachers the course work, lectures and training schedule as decided by KU to be imparted to KU students.



TERMINATION

If either partner institution wishes to terminate this Agreement at the end of three years period, it must notify the other institution not less than six months prior to the expiry of the Agreement. However, any party at any time may wishes to terminate this Agreement may do so by giving six months written notice to other party, till then the terms of this Agreement shall be followed strictly in letter and spirit.

FORCE MAJEURE

In case of both the parties not able to implement any terms and conditions of this Agreement due to fire, flood, earthquake or similar element of nature or act of God, war terrorism, civil disorder, act of Government authorities or other events beyond the reasonable control, both the parties shall communicate to the authority of other party which can seek all reasonable alternative means for implementation of the terms and conditions had the force majeure event had not prevented them.

This Agreement overrides any prior discussion, correspondence, understanding that may or may not have taken place by and between the parties.

DISPUTE RESOLUTION

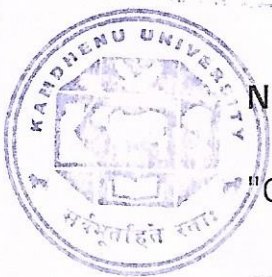
In case of any dispute, both the parties agree for neutral third party arbitration. Such Arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Gandhinagar and in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 or any amendments or re-enactments thereto.

INTELLECTUAL PROPERTY RIGHTS

1. All intellectual property held by either party prior to entering into this Memorandum of Understanding or disclosed or introduced in connection with this Memorandum of Understanding and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the party introducing or disclosing it.



2. All rights, titles and interests in any studies, reports or materials, graphic or otherwise prepared by any party will belong to that party and may not be made use of except with that party's prior written consent. The provisions of this clause will survive till the termination of this Memorandum of Understanding.
3. Where both the parties jointly develop intellectual property, inventions and innovations as a result of the research work of the Post Graduate programme scholar working under the supervision of the guide and co-guide their terms with respect to title and exploitation of such intellectual property, inventions (including but not limited to trademarks and service marks, copyright, patents, know-how designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a case-by-case basis having due regard for each Institute's policies and governance requirements and the terms and conditions imposed by any individual funding agencies or grant-making organizations. The general guiding principle for such case-by-case Memorandum of Understandings will be that the intellectual property rights devolving on the faculty guides / collaborators and respective Institutes, will devolve in equal measure on the faculty guides / collaborators and similarly in equal measure on the respective Institutes. Save as aforesaid, nothing in this Memorandum of Understanding shall be constituted as a license or transfer or an obligation to enter into any further Memorandum of Understanding with respect to intellectual property currently licensed to or belonging to either Institute.



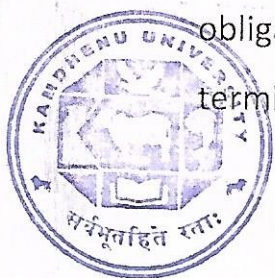
NON DISCLOSURE OF CONFIDENTIAL INFORMATION / MATERIALS

"Confidential Information" - means non-public information / materials that one party designate as being confidential or which, under the circumstance surrounding disclosure ought to be treated as confidential. Confidential information includes without limitation, information relating to the research or thesis of the students of either party or data generated through research project, its practice, methodology, procedures and other information that

has been parted by any party to other parties under this Agreement, or information, correspondence data, method, procedure, practice marked as confidential information given to receiving party by the disclosing party or its student/teacher or agent covered under this Agreement.

RESTRICTIONS

Each party shall treat as confidential any information obtained from other party pursuant to this Agreement and shall not divulge any such information to person except to such party's own employees and other person and only to those employees and persons who need to know the same, without the other party's written consent provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the Agreement, which is already in public knowledge or becomes so at a future date. Receiving party will have to execute or shall execute appropriate written Agreement with its employees and consultants specifically assigned and/or otherwise, sufficient to enable with or comply for the provisions of this Agreement. Receiving party may disclose confidential information in accordance with judicial or other government order to the intended recipients, provided receiving party shall give disclosing party reasonable notice period to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are Statutory Auditor, Regulatory Authority, regulating the affairs of the University or Authority of the Institute. The foregoing obligations as to confidentiality shall survive any termination even termination of this Agreement.



Signed and executed on 08/09/2020 Between Kamdhenu University (KU), Gandhinagar, Gujarat and Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner, Rajasthan for a period of three years with the official signatory and company seals of both the parties affixed here below:

Signature & Seal of the Parties	Signature of the Witness
 Dr. D. B. Patil Director of Research & Dean PG Studies Kamdhenu University Karmayogi Bhavan, 4 th Floor, Sector 10A, Gandhinagar 382010, Gujarat	<p>1. Witness</p>  Signature : _____ Name : _____ Designation : Dr. Rohit G. Shah Address : Associate Director of Research Kamdhenu University Gandhinagar
	<p>2. Witness</p>  Signature : _____ Name : _____ Designation : Assistant Professor Address : Kamdhenu University Gandhinagar
 Director of Research Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner, Rajasthan	<p>1. Witness</p>  Signature : _____ Name : (Anil Chahal) Designation : DIRECTOR Address : Prioritization, Monitoring & Evaluation Cell Rajasthan University of Veterinary & Animal Sciences BIKANER
 Director Research Rajasthan University of Veterinary & Animal Sciences BIKANER (RAJ.)	<p>2. Witness</p>  Signature : _____ Name : _____ Designation : Director Extension Education Address : RAJUVAS, Bikaner

Annexure-1

Students Exchange Programme

1. Participant students shall have to follow the rules and regulations of the host institution, in addition to specific rules and regulations, if any, of the host institute that may be applicable under this MOU.
2. Neither institution will demand admission nor tuition fees of exchange of students under this MOU.
3. Participant students may not spend more than one year normally in the programme.
4. The host institution will inform the home institution of any academic or other problems that may arise during the period of student's stay in the host institution. The host institution will take appropriate action under its established policy and procedures in consultation with the home institution to deal with such problems.
5. The selection and nomination of students will be opened throughout the academic year. The student nomination should be accompanied by
 - 1) Curriculum Vitae.
 - 2) A specific outline of the programme of study at the host institution and a statement of purposes written by the students for the study.
6. When a nomination is forwarded by the sending institution, it is presumed that the sending institution has given consent to relieve the student if selected by the host institution.
7. The host institution shall have right to evaluate the nomination and determine the suitability for MVSc/PhD or equivalent degree programme. The host institution will provide a suitable faculty member to jointly assist (along with the supervisor in the parent institution) the research student in formulation of research project.
8. In the event a research project already identified, the research work shall be jointly supervised.



Annexure-2

Joint Research Programme

1. Proposals for collaborative research work under this Memorandum will be submitted with the prior approval of the Head of each institution.
2. Each institution will nominate one of its members as its representative in charge of the collaborative programme. Individual programmes of work under this Memorandum will be jointly planned and supervised by the nominee of both parties.
3. Progress of work of any individual programme will be reviewed and approved by designated authorities of both parties.
4. The final approval of any project will depend on the availability of guaranteed support funds.
5. Neither KU nor RAJUVAS will be held responsible for any liability to the other party, and neither party shall be required to purchase any insurance against loss or damage to any property due to activities to which this Memorandum of Understanding relates.

