## MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

## RAJASTHAN UNIVERSITY OF VETERINARY AND ANIMAL SCIENCES, BIKANER (RAJUVAS) AND

# ICAR - CENTRAL INSTITUTE FOR RESEARCH ON CATTLE (CIRC)

## FOR COOPERATION IN VETERINARY RESEARCH AND EDUCATION

This Memorandum of Understanding (MoU) is made between the Rajasthan University of Veterinary and Animal Sciences, Bikaner (RAJUVAS) having its head office at Bijey Bhawan Palace, Near Pt. Deen Dayal Upadhyay Circle, Bikaner (Rajasthan)-334001, India established under subsection (3) of section 1 of the Rajasthan University of Veterinary and Animal Sciences Act, 2010 (hereinafter called "RAJUVAS") of the one part, and the ICAR - Central Institute for Research on Cattle, (Indian Council of Agricultural Research), Grass Farm Road, Post Box No. 17, Meerut Cantt.- 250 001 (U.P.), India (hereafter called "CIRC") of the other part.

The RAJUVAS is envisaged to accomplish responsibility to trained human resource, generate suitable technologies and transfer new technical knowledge to stakeholders for the purpose of enhancing income of farmers and livestock owners through Animal Husbandry of Rajasthan and to do all other things as it may consider necessary, incidental and conducive to the attainment of these objectives.

AND WHEREAS THE CIRC is having mandate of basic and strategic research on productivity and production enhancement of cattle including Indigenous cattle and dissemination of scientific information and technology for cattle production management.

NOW THEREFORE, the <u>RAJUVAS</u> and <u>CIRC</u> are desirous to promote and accelerate the progress of research and training in various field of technology development for enhancing productivity and profitability of cattle.

The Parties are desirous of entering this MoU and agree as herein contained:

#### ARTICLE-I

The Parties, hereby, agree to promote the development of cooperation with their responsibilities as under:

i) The RAJUVAS shall make admissions to its Master's and Doctoral degree programmes as per its policy. It shall be responsible for realization of all fees and dues from the student, disbursement of scholarships and maintenance of all records pertaining to the degree requirements.

- ii) All disciplines to which admissions are made in the post-graduate and doctoral programmes by the RAJUVAS shall be open for collaboration under the MoU, provided the proposed research aspect is covered in the mandate of the ICAR-CIRC.
- iii) Major Advisor shall be from RAJUVAS and the Additional major/Co-major advisor shall be from ICAR-CIRC. The ICAR-CIRC would be expected to make reasonable contribution in the form of intellectual input to the student's research problem and may not merely serve as a source of providing samples/facilities for the study. The composition of the advisory committee may be decided before the start of research project which involves CIRC.
- iv) If the PG student's research requires major collaborative input from the ICAR-CIRC, in terms of scientific guidance, laboratory facility and field facilities for research, the additional major/co-major advisor shall be from ICAR-CIRC.
  - v) The student shall complete the course work in the RAJUVAS, as per approved academic programme.
  - vi) PG student's collaborative research work shall be decided soon after the student is admitted to the RAJUVAS, and a suitable scientist from the ICAR-CIRC, working in the area of proposed work, shall be included in the Advisory Committee of the concerned student as Co-Major Advisor with his consent through the Director, ICAR-CIRC. In any case, the ICAR-CIRC Scientist shall be included in the Advisory Committee before thesis research project of the student is finalized/student delivers his synopsis seminar.
  - vii) For PG students working at ICAR-CIRC, research work shall be decided in consultation with the additional major/co-major advisor at ICAR-CIRC. In case specific costly supplies are required exclusively for the PG research project, the same shall be provided by the RAJUVAS. However, if the student is assigned work within any research project of ICAR-CIRC, the cost of chemicals/consumables will be borne by ICAR-CIRC.
  - viii) The additional major/co-major advisor from ICAR-CIRC shall be having Ph.D. qualification and fulfilling other requirements of RAJUVAS for guidance of Post-Graduate research students.
  - ix) The ICAR scientists pursuing their Ph.D. degrees after completing their Ph.D. course work at RAJUVAS may be allowed to do their research work at the Institute where they are posted, in view of shortage of faculty.
  - If a student registered with RAJUVAS intends to carry out the research work at ICAR-CIRC, latter may not charge any fee from the registering institution/student, except the hostel accommodation charges, etc. However, if a student registers with RAJUVAS after qualifying through competitive mode of ICAR's All India Entrance Examination for Admission to Master's /Ph.D. and is awarded fellowship for pursuing Master's or Doctoral degree programme by any sponsoring institution [e.g. ICAR-JRF/ICAR-SRF/CSIR-UGC-JRF/CSIR-SRF], the contingency grant awarded to the student may be transferred to the institution where major part of the research work would be carried out and regulated by the provisions contained in the guidelines of sponsoring institution.

- xi) The student will complete the research credit hours as per the rules of the RAJUVAS. At the end of each semester involving collaborative research work, the major advisor shall send the student's research progress report in consultation with the additional major/co-major advisor from the ICAR-CIRC.
- xii) The student shall be required to submit 'No Dues Certificate' from the additional major/co-major advisor from ICAR-CIRC before the submission of thesis.
- xiii) The student shall submit a copy of his/her thesis to the ICAR-CIRC Library.

#### ARTICLE-II

- The data generated as a result of the collaborative work will be the property of both the ICAR-CIRC and the RAJUVAS. All publications emerging out of the collaborative work of the student shall be joint publications of the ICAR-CIRC and the RAJUVAS. The student from RAJUVAS would invariably be the senior author for the publications arising out of the research work conducted at ICAR-CIRC, followed by Major Advisor and additional major/co-major advisor in that order and for major research work conducted at ICAR-CIRC, student followed by additional major/co-major advisor from ICAR-CIRC and major guide in that order. The names of additional co-authors, depending upon their contribution in the research work, may be decided by mutual consent between the student, major advisor and additional major/co-major advisor from ICAR-CIRC. All publications emanating out of the contribution of collaborating scientist from CIRC shall be submitted with the consent of the collaborating scientist.
- ii) Both the parties may ensure that for submission of Ph.D. thesis one research paper should have been accepted/ presented in national/ international symposium/ conference/ seminar or one patent submitted/filed in lieu of the research publication out of the thesis work.

# ARTICLE —III

#### Work Plans

i) This MoU will be implemented through development of biennial Work Plans to be developed jointly, which describe specifically the activities to be carried out under this Cooperative Programme and which set forth the intended contributions of each party. These Work Plans may originate from either party but will require the full approval of both the Parties for implementation.

#### ARTICLE —IV

#### Publication & intellectual Property Rights

#### General clauses:

i) Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations to which both parties are committed.

- ii) In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.
- iii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both Parties jointly and once granted these rights will be jointly owned by the Parties.
- iv) The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out jointly under the MoU to any third party without the consent of the other Party.

## Commercialization:

i) In case of research results obtained through joint activities under this MoU both the RAJUVAS and the CIRC will apply as co-applicants for the protection of intellectual property rights.

#### Publication:

i) Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo are not misused.

#### **Confidential Information:**

- i) All information and documents to be exchanged pursuant to this Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. A Party will not use the information for purposes other than that specified without the prior written consent of the other Party.
- ii) All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.
- iii) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by both the Parties.

### ARTICLE —IX

### **Financial Arrangements**

i) For Training and consultancy of Scientists, financial arrangement shall be decided by mutual consent of both the Parties.

# ARTICLE —X

# Validity / Termination

- The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for a period of five years. Thereafter it shall be automatically renewed for a period of five years unless either Party serves notice to the other of its intention to terminate it, in which event, the Memorandum of Understanding shall stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programmes already being undertaken thereunder, unless decided otherwise by the Parties by mutual consent.
- IN WITNESS, whereof, the two Parties hereunto have signed at RAJUVAS, Bikaner ii) on this 18 Day of May, 2019, in English.

Vice Chancellor

RAJUVAS, Bikaner (India)

Vice-Chancellor Rajasthan University of 'eterinary & Animal Sciences P" and (Rail)

Director

FOR AND ON BEHALF OF THE FOR AND ON BEHALF OF THE CIRC,

Meerut (U.P.)

निदेशक Director

ेन्द्रीय गोवंश अनुसंधान संस्थान Central Institute For Research On Cattle ग्रास फार्म रोड, मेरठ कैन्ट।

Grass Farm Road, Meerut Cantt.

DIRECTOR Prioritization, Monitoring & Evaluation Cell Rajasthan University of Veterinary & Animal Sciences BIKANER

#### **ARTICLE--V**

#### **Disclosure of Information**

- i) RAJUVAS and CIRC agree that except for a Court Order requiring disclosure, neither shall disclose to any third party without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated by the performance of work, under this Agreement, except information which at the date hereof is:
  - (a) in the public domain
  - (b) known to either prior to the date hereof as evidenced by written documents subsequently.
- ii) All data generated through this Memorandum of Understanding with assistance by RAJUVAS or ICAR-CIRC, Meerut from collaborative work programme shall be subject to explicit written approval signed by The Vice-Chancellor, RAJUVAS and The Director, CIRC before publication of same by RAJUVAS and/or the collaborating institute CIRC, Meerut (U.P.), India.
- iii) All data generated through this Memorandum of Understanding with assistance by RAJUVAS work programme or the work programme of ICAR- CIRC, Meerut shall be subject to explicit written approval signed by RAJUVAS or the collaborating institute before publication of same by RAJUVAS and CIRC.
- iv) The provisions in this Article shall survive till the termination or completion of this Memorandum of Understanding.

#### ARTICLE--VI

#### **Amendments**

i) The Parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

# ARTICLE —VII Institutional Links

i) Both Parties will establish inter-institutional links between their respective similar scientific research institutes and centres at their own discretion.

# ARTICLE —VIII

Meerul Cantt. Meerul Cantt.

i) A Joint Working Group will be set up with representatives from both Parties to meet regularly in RAJUVAS, Bikaner and CIRC, Meerut to follow up the execution of this MoU if required.