

Memorandum of Understanding (MoU)

Between



**ICAR-National Bureau of Fish Genetic Resources,
Lucknow**

&



University of Lucknow, Lucknow

On

16th February, 2023



Memorandum of Understanding

Between

ICAR-National Bureau of Fish Genetic Resources, Lucknow

And

University of Lucknow, Lucknow



This Memorandum of Understanding (MoU) is entered into on the...16/02/23...
between ICAR- National Bureau of Fish Genetic Resources, Lucknow and University of
Lucknow, Lucknow; hereinafter referred to as "University"

A) PREAMBLE

ICAR-NBFGR And University of Lucknow, Lucknow, having the following objectives:

- To promote advanced knowledge by providing instructional and research facilities in such branches of learning as it may deem fit.
- To make provisions for integrated courses in science and key frontier areas of Technology and other allied disciplines in the educational programmes.
- To offer appropriate courses relevant for the development of socially and economically depressed section of the people including agricultural technology and rural crafts.
- To take appropriate measures for promoting innovations in teaching learning processes in inter-disciplinary studies and research.
- To pay special attention to the promotion of educational and economic interests and welfare of the people in general and, of members belonging to Scheduled Castes and Scheduled Tribes.

Both the Institutions are desirous of long-term collaboration in the areas of mutual interest and wish to enter into a Memorandum of Understanding for this purpose.

B) Objectives

The objectives of this Memorandum of Understanding between ICAR-NBFGR and UNIVERSITY, is to foster collaborative research programmes (within the mandate of ICAR- NBFGR and University) to provide advancement in scientific and technological knowledge for benefit of society at large.

C) Responsibilities

1. Joint Collaboration:

- a) Whereas: Faculty members/Scientists of ICAR-NBFGR and UNIVERSITY desire to undertake collaborative research in the disciplines of science, technology and related areas.

- b) Whereas: Faculty members/Scientists of ICAR-NBFGR and UNIVERSITY agree for joint organization of conference/ workshop/ seminar/ symposia/ summer school/ training/ lectures etc. to improve the exchange of knowledge and experience.
- c) Whereas: Faculty members/Scientists of ICAR-NBFGR and UNIVERSITY agree to work for the exchange of faculty depending on the requirement and experience for the benefit of the Ph.D. students and the research scholars.
- d) Whereas: Ph.D. students of UNIVERSITY will be invited to ICAR-NBFGR during various events celebrated at ICAR-NBFGR.
- e) Whereas: Faculty members/Scientists of ICAR-NBFGR and UNIVERSITY agree to jointly submit research projects to national and international funding agencies for extramural funding.
- f) Whereas: Faculty members/Scientists of ICAR-NBFGR and UNIVERSITY agree to obtain approval from the institutional ethics committee as required by their respective institution before commencement of the actual work using laboratory animals on research projects.
- g) Whereas: Periodical meeting of faculty members/scientists of ICAR-NBFGR and UNIVERSITY will be held either at the premises of ICAR-NBFGR or UNIVERSITY for regular reviews.
- h) (i) The University hereby assigns all rights, title and interest in any INTELLECTUAL PROPERTY created under above programme (only applicable to the collaborative programmes carried out both at ICAR-NBFGR and University and it is not applicable to the research work carried out at ICAR-NBFGR) to ICAR-NBFGR developed by ICAR- NBFGR.
- (ii) ICAR-NBFGR hereby assigns all rights, title and interest in any INTELLECTUAL PROPERTY created under above programme to the University developed by the University. ICAR-NBFGR Affiliates means any individual or entity that controls, is controlled by, or is under common control (i) a controlling entity that is a state or a political subdivision or governmental authority of a sovereign state (a "Sovereign Entity"), or (ii) any entity that would be an Affiliate only due to being under common control of a Sovereign Entity. CONFIDENTIAL INFORMATION received from a PARTY'S Affiliates shall be treated the same as CONFIDENTIAL INFORMATION received from that PARTY for all purposes.

"Intellectual Property" means all forms of legal rights and protection relating to the above programme and otherwise based on CONFIDENTIAL INFORMATION, in any country of the world, including and not limited to (i) inventions and improvements thereof (whether or not patentable), trade secrets, technical data, databases, customer lists, designs, tools, methods, processes,

technology, ideas, know-how, source code, product road maps and other proprietary information and materials ("Proprietary Information") all letters patent, patent applications, provisional patent applications, design patents, PCT filings, invention disclosures and other rights to inventions or designs ("Patents"), all registered and unregistered copyrights in both published and unpublished works ("Copyrights"), and all applications, registrations, issuances, divisional, continuations, renewals, reissuances and extensions of the foregoing. UNIVERSITY Mentor hereby assigns and will assign to ICAR-NBFGR all rights, title and interest in Proprietary Information, Patents, and Copyrights. ICAR-NBFGR Mentor hereby assigns and will assign to University all rights, title and interest in Proprietary Information, Patents, and Copyrights.

University Scientist/faculty agrees to disclose promptly and fully to ICAR-NBFGR and its attorneys Proprietary Information created by University Mentor from its use of ICAR- NBFGR CONFIDENTIAL INFORMATION. Unless otherwise indicated, each PARTY agrees to compensate any of its own inventors listed on any patent filed by ICAR-NBFGR to the extent a PARTY 's laws and practices requires the PARTY to compensate the inventor

University will facilitate the following:

- a) University shall recognize ICAR-NBFGR, centers for conducting research work as per existing ordinances/statutes of University.
- b) The research students at ICAR-NBFGR may get themselves registered for Ph.D. with the University and their supervisor from ICAR-NBFGR will be the GUIDE and one CO-GUIDE from the University to fulfil the requirements for the grant of Ph.D. degree from the University.
- c) University shall provide facilities (laboratories, library etc) for conducting research work under the joint research projects, on sponsorship basis.

ICAR-NBFGR, Lucknow will facilitate the following:

- a) ICAR-NBFGR shall make available the existing facilities like laboratories, library for research/ project work on the sponsorship basis.
- b) ICAR-NBFGR shall provide facilities for research projects on mutual areas of interest to be agreed upon case to case basis.

(D) Modalities of co-operation

A co-ordination committee comprising Director, ICAR-NBFGR, Lucknow and Vice-Chancellor of the University or their nominee and a programme coordinator of both parties who could be a faculty or scientist, will be responsible for setting up and implementing

the envisaged research activities. The manner of collaboration will be on a work sharing research basis, in which each party carries out a specific complementary component of larger project and in turn obtain access to the total research output project. The committee shall meet at least once every year and review the progress on all activities carried out under this MoU. Maximum number of students can register under a guide/co-guide is restricted to two only.

Contingency grants for the research by the Ph.D students not working in any projects at ICAR- NBFGR will be spent either by the student or by the parent college/institute of the student.

(E) Funding and Financial Liabilities

The activities carried out under MoU will be financially supported by the respective institutions separately and as approved by the funding agencies permitting joint research. No party will be financially liable for any claim or interest towards the other party for any activity undertaken under this MoU. If required, a joint proposal may be sent to the funding agencies in India or abroad.

(F) Amendment of MoU

The MoU can be amended only by written consent duly signed by signatories or their nominees. The MoU between the ICAR-NBFGR, Lucknow and University will come into force after getting approval of the authorities or their nominees. The parties acknowledge and agree to fulfil requirement and to undertake all activities identified under this MoU. This MoU become effective from the date when signed by both the parties and will be valid for five years which may be extended for a period suited by both the parties and will be valid for both the parties. The confidentiality maintaining period will be of three years from the date of expiry of MoU.

(G) Arbitration Clause:

This MoU is a statement of intent of the parties to cooperate and it is not legally binding upon the parties under any circumstances whatsoever. This MoU will not create legally enforceable write, claim, interest, duty and obligation in favour of either party as against the other party.


(H) Confidentiality

The parties will enter into case-specific non-disclosure agreement to honor confidentiality of any sensitive/ proprietary information which may be shared.

(I) Termination of Agreement

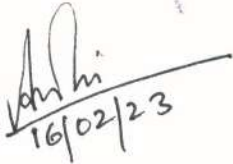
Any party may terminate the agreement under this MoU by providing three months written notice.

This AGREEMENT is hereby accepted and agreed to by each PARTY'S authorized representative as indicated below:


Dr. Uttam Kumar Sarkar
Director
ICAR- National Bureau of Fish
Genetic Resources, Lucknow

Dated:


डॉ. उत्तम कुमार सरकार
Dr. Uttam Kumar Sarkar
निदेशक/Director
भा.क.अनु.प.-राष्ट्रीय मत्स्य आनुवंशिक संसाधन ब्यूरो
ICAR-National Bureau of Fish Genetic Resources
कैनाल रिंग रोड, टेलीबाग, पो.आ. दिलकुशा
Canal Ring Road, Telibagh, P. O. Dilkusha
लखनऊ-226002, उ.प्र. भारत
Lucknow-226002, U.P. India


Prof. Alok Kumar Rai
Vice-Chancellor
University of Lucknow, Lucknow


Dated:

Prof. Alok Kumar Rai
Vice-Chancellor
University of Lucknow

Witness:


Dr. L. K. Tiwari
Principal Scientist
ICAR-NBFGR, Lucknow


Witness:


Dr. Mahendro Singh
Principal Scientist
ICAR-NBFGR Lucknow

Witness:


(Dr. M. Serajuddin)

Witness:


Dr. Poonam Tandon
Dean Research