

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2018

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रजि.विक्री क्र. 9742 दिनांक 22/11/18

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मुद्रांकित दस्त

संज अंबीकच्यु डेवचप्रेत ट्रस्ट बारामती

पक्ष श्री. गोविंद

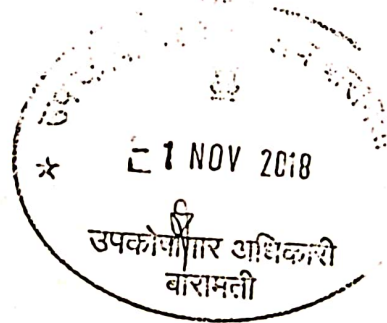
सह. सीवान अडके बारामती

श्री. ए. पी. गवारे

मुद्रांकित दिनांक पत्रांक क्र. 2203008

सह. दुय्यम निबंधक

परवाना मुद्रांक दि. 22/11/2018



THIS MEMORANDUM OF UNDERSTANDING IS MADE AND ENTERED
INTO AT BARAMATI ON THIS 22nd DAY OF NOVEMBER, 2018.

BETWEEN

NATIONAL INSTITUTE OF ABIOTIC STRESS MANAGEMENT (NIASM), an
unique Institute of Indian Council of Agriculture Research (ICAR), which was established
in 2009 at Malegaon Khurd, Baramati. [Indian Council of Agricultural Research (ICAR)
is a Society registered under the Societies Registration Act, 1860.] NIASM is represented
through its Director Dr. Narendra Pratap Singh (here in after referred to as ICAR-NIASM)
which expression unless repugnant to the context or meaning thereof be deemed to include
its successors, administrators, members and permitted assigns) of the FIRST PART;

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AND


AGRICULTURAL DEVELOPMENT TRUST, an Educational & Developmental Trust registered under the provisions of Bombay Trust Act, Having Registration Number F/490/Pune, PAN: AAATB7892F, and having its Registered Office at: Baramati, Sharadnagar (Malegaon Col.), Post Box No.: 35, Tal. Baramati, Dist. Pune. 413 115 represented through its Chairman, Shri. Rajendra Pawar (hereinafter referred to as the 'ADT', which expression unless repugnant to the context or meaning thereof be deemed to include its trustees, directors for the time being, successors and assigns etc.) of the **SECOND PART;**

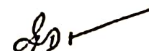
ICAR- NIASM and ADT are hereinafter, wherever the context so requires, individually referred to as 'Party' and collectively as 'Parties'.

WHEREAS:

1. The Agricultural Development Trust (ADT Baramati) was established in 1971 with the objectives of serving the downtrodden masses and brining the Agricultural and Educational development among them. The trust has developed 110 acres of demonstration farm at Malegaon (Baramati) with different Agriculture and Horticulture units such as diary (Modern Housing system), sheep-goat division, poultry, soil and water analysis, green house and sericulture. The trust undertook various training programmes for rural youth and farmers through establishment of young farmers association having its three units given below.
2. Agricultural Development Trust, Baramati, alongwith its 3 different units/institutes (all three of its units/institutes are hereinafter together referred to as "ADT") namely,
 1. Krishi Vigyan Kendra Baramati (KVK Baramati) Krishi Vigyan Kendra, Baramati (Farm Science Center), Baramati (KVK) was established on 1st August 1992 under the affiliation of ICAR and having its headquarter at Baramati which works for frontline extension and aims to reduce the time lag between the technology transfer from research institutions to the farmers field for increasing production, productivity and income from the agriculture and allied sectors on a sustained basis and has agreed to provide the facilities/expertise for undertaking research/extension work in the field, laboratories and controlled environments as detailed above to the agreement as per the ADT norms.

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II. College of Agriculture & Allied Sciences, Baramati CAASB established on December 2003 under the affiliation of Mahatma Phule Krishi Vidyapeeth, Rahuri, Dist. Ahmednagar, (M.S.) and having its headquarter at Baramati, and its aim is to strengthen its academic and staff capacity and the quality of its education in order to contribute to the transition of the agriculture sector of India towards more global competitiveness to the farmers field for increasing production, productivity and income from the agriculture and allied sectors on a sustained basis.; and

III. Shardabai Pawar Mahila Mahavidyalaya, Shardanagar (SPMMS) was established on June 1991, and is permanently affiliated to Savitribai Phule Pune University, Pune, under 2(t) & 12(B) of the UGC Act 1956 deals with girls education, and aims to strengthen its academic and staff capacity and the quality of its education in order to contribute to the transition of basic and applied research driven teachings & technologies and offering Under Graduate programmes in basic sciences as Botany, Microbiology, Chemistry, Physics, Mathematics, Arts, Humanities and Post Graduate programmes in Organic Chemistry, Psychology, Microbiology & Commerce and leading research in Bioprospection, Mycorrhiza, flora, PORS, microbes, synthesis characterization of chemicals, plant physiology & breeding, Commerce and Sericulture and conducting research programmes like M.Phil. & Ph.D. in Commerce, Chemistry, Zoology & Botany, wishes to impart expertise and make available facility/technology/machines/equipment to its students/researchers in the field of Abiotic Stress Management and propagate Abiotic Stress Management science, techniques and methodology to farmers and/or other persons to improve growth and productivity of plants, animals, crops/agriculture, fisheries, livestock etc.

3. ICAR - National Institute of Abiotic Stress Management (NIASM), Malegaon, Baramati, Pune, (hereinafter called as "NIASM") has the expertise in the abiotic stress research in the disciplines of Agriculture, Biotechnology, Agronomy, Agri-Economics, Agro-meteorology, Biochemistry, Fisheries Sciences, Horticulture, Plant Breeding, Plant Physiology, Soil Science and Soil Water Engineering is willing to provide its facilities and expertise for undertaking research work in the field, in laboratories and controlled environments for abiotic stress research in the disciplines as detailed above to ADT and its group/subordinate/affiliated institutes and/or centres like KVK, CAAB, SPMM etc. on the terms and conditions of this Agreement and in consonance with ICAR norms.

Scientists/Faculties of both parties i.e. ICAR-NIASM and ADT had several meetings to discuss the common research and extension interest to benefit the farmers for efficient utilization of resources in the region by complementing each others' work and consequently decided to enter into an MoU to facilitate joint efforts to achieve objectives of mutual interests of ICAR-NIASM, and ADT particularly with respect to management of abiotic stresses in agriculture And for that purpose ICAR-NIASM shall extend their services/facilities to ADT and its group institutes for teaching the advanced courses on Abiotic stresses in plants, agriculture, live stocks and fisheries for better education to the students. ICAR-NIASM and ADT shall share the infrastructure facilities, library and laboratory facilities to the students and staff in Agriculture and allied sectors as well as research, extension and compliment of ongoing work as per the ICAR norms.

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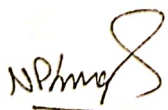
ADT

NOW THEREFORE IN CONSIDERATION OF PREMISES AND MUTUAL COVENANTS
HEREINAFTER CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS.

1. SCOPE OF THE AGREEMENT

- 1.1. Both the parties and the institutions affiliate and subordinate to it may offer opportunities to the other for activities and programs, such as teaching, research, training, extension, exchange of faculties and students, and staff development that will foster a collaborative relationship.
- 1.2. Specific Activities:
Subject to availability of funds and the approval of each party's/institution's authorized representatives, both parties may undertake specific activities and programs to be implemented under the authority of this MoU and as decided from time to time on the topics of mutual interest of different departments/schools of NIASM and ADT.
The Parties/institutions contemplate implementation of programs or activities such as:
 - (a) Joint educational and research activities;
 - (b) Exchange of faculty members and advanced graduate and postgraduate, Doctorate students for research, lectures, and discussions;
 - (c) Participation in seminars and academic meetings;
 - (d) Exchange of academic materials, publications, and other information; and
 - (e) Special, short-term academic/training programs/Exhibitions/Conferences/ Workshop/ Star-up boot camps and entrepreneurship development programme,
 - (f) Extension activities / technology demonstration
- 1.3. Separate Agreements: Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate written agreement, signed by each party's authorized signatories, describing the terms of arrangement, including budgets and both parties mutual rights and obligations. Each party shall designate a Nodal Officer to develop and coordinate specific activities or programs.
- 1.4. NIASM is willing to extend their services to ADT for teaching the advanced courses on Abiotic stresses in plants, live stocks and fisheries for better education to the students. NIASM and ADT will share the infrastructure facilities, library and laboratory facilities to the students and staff to conduct various Undergraduate, Post graduates and Doctoral Programmes in Agriculture and allied sectors as well as research, extension and compliment of ongoing work as per the ICAR norms.
- 1.5. Both parties shall allow and facilitate Participating Researchers to study, visit, conduct research under the field agriculture & allied science with special reference to Abiotic Stress.

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2. SPECIFIC COLLABORATIVE RESEARCH PROJECT AGREEMENTS

- 2.1. If, during the visits, the Participating Researchers identify specific collaborative research projects that they wish to pursue, the institutes will enter into a separate written agreement ("Specific Collaborative Research Project MOU") before commencing any such research activity. Specific Collaborative Research Project MOUs will delineate the institutions' rights and obligations and will address, among other things, sources of funding and intellectual property rights. Each institution shall inform its Participating Researchers that they are responsible for reporting to their respective Nodal Officers regarding any proposed specific collaborative research projects that may arise from their initial visits and their interactions with one another under this MOU, prior to initiating projects or applying jointly for external funding for such projects. Each institution also shall inform its Participating Researchers of their obligations to abide by all regulations, policies and procedures of their employing institutions and/or both parties herein, regarding the disclosure and handling of intellectual property and developed technologies that may arise under this MoU or under any Specific Collaborative Research Project MoU.

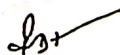
3. SPECIFIC COLLABORATIVE RESEARCH / TEACHING / EXTENSION / TRAINING PROGRAMMES AGREEMENTS

Both parties agree and accept to teach, provide guidance/expertise and make available its facilities for the staff, students, scientists, and participating researchers of both parties regarding the following:

- 3.1. Soil health assessment/cards based fertilizer recommendation.
- 3.2. Guidance to under graduate students for ICAR, other competitive exams
- 3.3. Physico-chemical and biological analysis of soil
- 3.4. Elemental analysis (Micro-nutrients, heavy metals, metalloid, alkali and alkaline earth metals)
- 3.5. To get involved in joint projects with external funding and share their networks in search for project opportunities
- 3.6. Demonstration/validation of products/technologies developed in the farmers field
- 3.7. Integrated farming system for improving livelihood of tribal farmers
- 3.8. Extension activities/Trainings/Field days Exposure visit/seminar/conference/workshops
- 3.9. The use of all infra-structure facilities/laboratories/all equipment and machines/materials therein etc.
- 3.10. Soil flora and impact assessment.
- 3.11. Mutual offering of recognized guides as Principal guide & co-guide to the students of institutes.
- 3.12. Mutual exchange programmes

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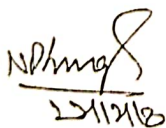


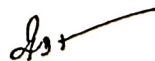
- 3.13 Both parties agree and accept that the contingency amount accruing to the students in the form of UGC, CSIR, and ICAR/University or any other source of fellowship specifically for research purpose should be transferred to NIASM, Malegaon, Baramati to cover at least part of the expenses to be incurred by the institute.
- 3.14 The NIASM will not have any financial liability towards the provision of fellowship/scholarship, residential accommodation and transportation etc. during the stay of the student at Baramati. Necessary arrangements have to be made by the students themselves.
- 3.15 The Director of NIASM and the Chairman of ADT will settle any differences/policy issues arising out of implementation of this MoU after mutual consultation. Their decision will be final.
- 3.16 On the basis of actual contribution and initiatives mutually agreed by NIASM and ADT the first or second authorship will be given to the NIASM/ADT scientist/Faculties for the publications arising out of this collaborative (as detailed above) programme while in case of student's research project, the first authorship should be given to the student.
- 3.17 Staff of the institutes will be appointed in order to prepare the programmes by matching the curricula of partners, preparing all educational and organizational aspects and taking care of adequate information exchange and recruitment.

4. RESPONSIBILITIES OF NIASM / ADT

- 4.1 NIASM, and ADT shall ensure access to the facilities to be used for project activities to concerned scientists/students without restrictions on time wherever necessary subject to restrictions of normal working hours, opening and closing times, holidays, prior notified special work/events etc.
- 4.2 Both parties agree and accept that they shall allow/ facilitate access to the lab facilities wherever necessary by issuing TEMPORARY ENTRY CARDS to scientist / students / researchers of the other party that can be used throughout the project period. Provided such access shall be provided only to scientist/students/researchers whose names are provided/submitted by the parties.
- 4.3 ICAR-NIASM and ADT shall undertake the work on the collaborative research as per schedule of work mutually agreed by the parties.
- 4.4 ICAR-NIASM and ADT shall complete the project including submission of the final report as per the schedule.
- 4.5 Submission of report in time to the Principal Investigator of the project: This is jointly submitted by NIASM and ADT scientists/faculty associated with the project.
- 4.6 ICAR-NIASM and ADT shall submit interim/ progress reports every six month and a detailed final report at the end of the Project.
- 4.7 NIASM / ADT shall provide all the basic data available with it and afford all facilities, to each other for fulfilment of the research under the agreement.

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5. INTELLECTUAL PROPERTY MANAGEMENT

- 5.1 All Intellectual Property Rights issues involved will be in conformity with ICAR's Guidelines for Intellectual Property Management and Technology Transfer Commercialization (Annexed herewith as Annexure I), 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 with mutual consent of both parties in writing only. Any variation from the guidelines should be deliberated by the concerned committee and reasons for variation provided to the competent authority 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 (Annexed herewith as Annexure II).
- 5.2 Both parties recognize the validity of the intellectual property rights or interests belonging to and owned by each other and undertakes not to contest their validity or their ownership.
- 5.3 Nothing in this Agreement shall give any Party any right to use and/ or give any interest or rights in the intellectual property rights or interests of the Other Party.
- 5.4 Both parties shall not do, or omit to do, anything which in any manner is incompatible with and/or against the intellectual property rights or interests of other party or any permission given by other party in such connection.

6. CONFIDENTIALITY

- 6.1 Both parties agree and accept that any "Confidential and/or Proprietary Information" shared by the one party to the other under the present Agreement shall be kept strictly confidential and shall not be shared without the prior written consent of the Disclosing Party. Both parties also agree and accept that any information that may be vital to the interest of the Institutes/ICAR or security/ defence of the country is kept strictly confidential and is not disclosed to any other party without the prior written consent of the Disclosing Party. This being the essence of these presents shall be strictly complied with by both parties.
- 6.2 Both parties acknowledge that this Agreement creates a confidential relationship between the NIASM and ADT. Thus, all information of both parties, in whatever medium or form, shall be held in strict confidence and be used only for purposes of this Agreement.
- 6.3 Both parties shall ensure that the students/scientists/researchers/personnel deputed and/or deployed by it under the Agreement and/or any other employee, representative, agent, etc. of both Parties, understands the confidential and proprietary nature of the information shared/disclosed to them and that they shall have an obligation to keep the information strictly confidential.
- 6.4 For the purposes of this Agreement, a Party disclosing Confidential, Proprietary & Protected Information is hereinafter referred to as a "Disclosing Party," and a Party receiving such Information disclosed by the other Party is hereinafter referred to as the "Recipient."

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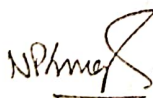
7. FINANCIAL AGREEMENT

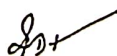
- 7.1 As a general principle, funding for the exchange of such personnel ("Participating Researchers") shall be based on a reciprocal sharing of costs:
- 7.2 ICAR-NIASM/ADT shall make payment towards cost of accommodation as well as a modest living allowance for its own scientists/faculty in accordance with the standard per diem rates established by their governing bodies at the time of the exchange, or participation in the meeting if such meetings are not sponsored by third party funding agencies.
- 7.3 ICAR-NIASM/ADT will provide assistance and/or the necessary letters of invitation.
- 7.4 Specific funding allocations for this exchange of Participating Researchers shall be subject to the approval of the institutes.
- 7.5 Outsourcing charges in the research projects, if any, will be shared by both the institutes with mutual agreement, in writing.
- 7.6 ICAR-NIASM and ADT will jointly prepare project proposals taking into consideration the expertise and facilities available with each of the institute and will submit it to the potential funding agencies on mutual basis.
- 7.7 Budget allocations will be made according to the commitments of ICAR-NIASM and ADT in the project.
- 7.8 NIASM-ICAR and ADT rules for student research, training, consultancy, contract research and contract services shall be followed strictly by the both parties and their participating students/researchers/scientists/personnel/employees.

8. MODALITES OF COLLABORTION

- 8.1 The schedule of the work plan be prepared and finalized in the Outline of Research Work (ORW) of graduate & post graduate students. The participating researchers from both the institutes shall undertake the responsibility of implementing the programmes according to the schedule finalized in ORW except for the situations beyond control of one or both the institutes.
- 8.2 The Monitoring of collaborative research will be carried out by a Committee consisting of scientists/faculty members nominated by Director, ICAR-NIASM and Chairman, ADT.
- 8.3 The monitoring Committee will be responsible for monitoring and reviewing the progress of research. It will identify the work to be done by ICAR-NIASM and ADT targets/ milestones and criteria for completion of each research project on six monthly basis.

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- 8.4 ICAR- NIASM and ADT shall jointly identify [centres /locations] for carrying out trials/ studies/activities of any products emerging from collaborative project and draw up protocols for such trials/ studies/ activities. The ICAR- NIASM and ADT shall undertake / assist/ co-operate with each other to carry out trials/studies/activities as per the protocols drawn up.

9. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

- 9.1 The present MoU shall be effective from the date of signing of this MoU and shall remain in force for a period of five years from said date.
- 9.2 The present MoU shall automatically terminate on completion of the said period as mentioned in clause 9.1 hereinabove unless extended by both the parties in writing.
- 9.3 During the tenure of the MoU, parties hereto can terminate the MoU either for material breach of any of the terms and conditions of this MoU or otherwise by giving a 3 (Three months) notice, in writing, to the defaulting party/other party. Failure of either party to terminate the MoU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement. Respective parties shall have the obligation to complete their respective responsibilities under this MoU until the last day of the notice period.
- 9.4 In the event of termination of the MoU, the right and the obligations of the parties thereto shall be settled by mutual discussion as per the terms and conditions of this Agreement.
- 9.5 Any MoU arrived at, between the parties in writing, for utilization of intellectual property shall survive the termination of MoU.


10. NOTICES

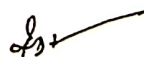
- 10.1 All notices and other communication required to be served on the ADT under the terms of this MoU shall be considered to be served if the same shall have been delivered to left with or posted by registered mail to at its above mentioned address or any address so communicated by it to the other party in writing. Similarly, any notice to be given to the ICAR-NIASM shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the ICAR-NIASM at its registered address in Baramati (Pune).

11. INDEMNITY AND LIABILITY

- 11.1 This MoU has compliance of issues related to taxation, and protection of name and reputation of ICAR-NIASM. This includes a disclaimer on responsibility of the ICAR-NIASM say, for the advice/recommendations given in the professional service undertaken. That is, it indemnifies from any legal consequences arising from the professional service rendered

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- 11.2 The ICAR-NIASM and ADT do not give any warranty of the quality of replicates or multiplications of the results of any services rendered, by other collaborating party subsequently on its own.
- 11.3 Both parties agree and accept that they shall indemnify and keep indemnified the other party against any claims, consequences and costs arising from any violation of applicable laws, and/or in case of intent and blatant gross negligence and/or for non-performance of any terms and conditions of these presents, adjudicated by competent court.

12. AMENDMENT OF THE AGREEMENT

- 12.1 No Amendment or modification of this MoU shall be made unless the same is executed, in writing, by both the parties and signed by their authorized representatives and specifically stating the same to be an amendment of this MoU. The modification /changes shall be effective from the date on which they are made/executed, unless otherwise agreed by the parties in writing.
- 12.2 The right and/or liabilities arising to any party to this MoU shall not be assigned except with the prior written consent of the other party and subject to such terms and conditions as may be mutually agreed upon between them.

13. 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 may agree in advance, in writing, that each may use the name of the other in announcing this MoU.

14. ARBITRATION

The Director of ICAR-NIASM and the Chairman of ADT will settle any differences/policy issues arising out of implementation of this MoU after mutual consultations. Their decision will be final.

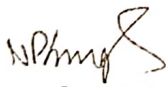
15. WAIVER:

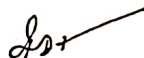
Failure by any of the Parties to exercise promptly any option or right granted, or to require strict performance of any obligation herein imposed shall not be deemed to be a waiver of such rights or of the right to demand subsequent performance of any and all obligations herein imposed.

16. GOVERNING LAW & JURISDICTION

This Agreement shall be construed, interpreted and governed by the laws applicable in India. In the event of any disputes or differences arising in relation to this Agreement, the Courts of Pune alone shall have exclusive jurisdiction to decide on the matter.

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IN WITNESS THEREOF THE PARTIES HERETO HAVE SIGNED THIS
AGREEMENT ON THE DAY, MONTH AND YEAR MENTIONED HEREINBEFORE.

Parties

For and on behalf of NIASM

For and on behalf of ADT

Signature-----
Name: Prof. Narendra Pratap Singh
Designation: Director
ICAR-National Institute of Abiotic Stress
Management (NIASM), Malegaon,
Baramati, Pune, Maharashtra-413 115
Tel No. 02112-254057/58/59

निदेशक
Director

भाकअनुप-राष्ट्रीय अजैविक रूढ़ि प्रबंधन संस्थान
ICAR-NATIONAL INSTITUTE OF ABIOTIC STRESS MANAGEMENT
मालेगांव, बारामती-413115, पुणे, महाराष्ट्र
Seal: Malegaon, Baramati-413115, Pune, Maharashtra

Witness (Name and Address)

1. Ravi 21/11/18
Jagdish Rane.
ICAR-NIASM, Baramati
2. Indira 22-11-18
B.K. Singh, SAD
ICAR-NIASM, Baramati

Date: 22nd November, 2018.

Signature-----
Name: Shri. Rajendra Dinkar Pawar
Designation: Chairman
Agricultural Development Trust, Baramati
02112 255227/255518 /255718

Chairman

Agricultural Development Trust
Shardanagar, (Malegaon Col)
Tal. Baramati, Dist. Pune.

Seal-----

Witness (Name and Address)

1. Salunke
(Prof. Nalawade M. K.)
2. [Signature] 22/11/18
Dr. Syed Shaker Ali
Mud. MKK, Baramati

Date: 22/11/18