

**Memorandum of Understanding
(MoU)**

between

**The Sambalpur University (SU), Jyoti Vihar, Sambalpur –
768 019, Odisha, India**

and

**Central Institute of Freshwater Aquaculture (CIFA)
Kausalyaganga, Bhubaneswar, Odisha, India**

For

Academic and Research Collaboration

September 2021

Saraj Kumar Swain
23.09.2021
(Dr Saraj Kumar Swain)

[Signature]
23/09/2021
(Prof Saraj Kumar Swain)
V.L., SU



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This memorandum of understanding is made on this Day of the month between The Sambalpur University, instituted as per the Act of Odisha University (Odisha Legislature vide Act No: 22 of 1966) of the Govt. of Odisha (hereinafter referred to as SU) having its administrative office at Jyoti Vihar – 768 019, Sambalpur, Odisha represented by its Registrar on one part/ First Party and ICAR-Central Institute of Freshwater Aquaculture (CIFA) under the Indian Council of Agricultural Research (ICAR), located at Kausalyaganga, Bhubaneswar, Orissa (hereinafter referred to as (CIFA) represented by the Director on other part/ Second Party.

Whereas SU imparting scientific knowledge and technical education and engaged in quality research in fisheries and allied subjects.

Whereas ICAR-CIFA, Kausalyaganga, Bhubaneswar working with a mission to making Indian freshwater aquaculture globally competitive through eco-friendly and economically viable fish production systems for livelihood and nutritional security.

Whereas SU has forwarded a proposal for academic collaboration with CIFA and both parties having discussed the field of common research interest and allied activities between the two institutions and decided to enter into a long term collaboration in the areas of education and research in the field of aquaculture and related fields through an MoU, it has been considered expedient to agree in writing to participate jointly in an undertaking, the

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Bhubaneswar-751002

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following agreement is entered with the objective of scholarly co-operation, academic collaboration and creation of research relationship.

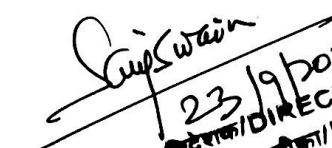
1. Objectives

Following shall be the major objectives of the collaboration

- 1.1 To undertake joint research programmes in areas of freshwater aquaculture production, feed technology, genetic improvement, genetic selection, aquatic animal health, social sciences, extension and other allied areas of mutual interest.
- 1.2 To encourage taking up research project jointly, that will motivate young researchers in both the institutions.
- 1.3 To facilitate diploma/postgraduate courses as well as Ph.D. programmes in the above areas, as in 1.2 above, jointly or separately by the faculties of SU and CIFA.
- 1.4 To co-operate in professionals and academics collaboration programmes in the areas of common interest, within the mandated activities of both the parties.
- 1.5 To facilitate the usage of library and laboratory facilities available in SU and CIFA on a mutual basis.
- 1.6 To organise training and skill development program in biofloc fish farming and allied areas at SU with the technical supports/guidance from CIFA.

2. Areas of research Collaboration

- 2.1 CIFA agrees to extend access to its library, laboratory, digital resources and guest houses to scientists and scholars sponsored by SU during their visits to CIFA. This privilege will be extended by SU to the scientists sponsored by CIFA who visit SU. The travel and other expenditure should be borne from respective institutions
- 2.2 SU and CIFA agree to explore the possibility of holding joint research projects in areas of mutual interest based on proposals from faculty/ Scientists of both the institutions
- 2.3 The First party will recognize the Second party as an Institute for conducting research related to the thesis requirement of the research students for Post Graduate and Doctoral programmes in relevant subjects. The First party will recognize Scientists of the ICAR - CIFA as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree. Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions.
- 2.4 Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.


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DIRECTOR
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ने. कोशलाबाग/ए. पी. के. एस. ए. मंडला


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2.5 There shall be an exchange of students for academic, research and training purposes. accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

3. Forms of co-operation


- 3.1 Joint research projects: Scientists and academicians from CIFA and SU jointly undertake research projects of mutual interest.
- 3.2 Postgraduate students in SU in the disciplines existing in CIFA will be allowed to carry out projects in CIFA. The scientist in charge/ supervising guide of the student project in CIFA will be the major advisor in such cases, as per extant rules of ICAR as amended from time to time.
- 3.3 Seminars, conferences and workshops will be organised on topics of mutual interest and relevance on a joint basis and the expenses for the same shall be shared by both the institution.
- 3.4 Training and MDPs on need based will be taken up on topics of mutual interest

4. Exchange of information and research data

- 4.1 Both the parties shall take all measures to protect the secrecy and avoid disclosure and unauthorised use of the information, which is confidential to outsider or public domain.
- 4.2. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 4.3. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

5. Publication and intellectual property rights

- 5.1 Any research publication and intellectual property arising out of the joint research project shall be jointly published and patented jointly and equally owned by SU and CIFA
- 5.2 The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both the parties and the expenditure incurred thereof shall be borne equally by SU and CIFA. However, the prior written approval from both participating institutions shall be obtained for incurring any expenditure.


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- 5.3 The royalty accrued from the licensing of any intellectual property arising from this collaboration shall be shared between the parties as agreed mutually as per ICAR guidelines.
- 5.4 The parties shall not assign any right and obligation, pertaining to this collaboration, to any third parties without consent of the other party.
- 5.5 The First party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the First party shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

6. Implementation

- 6.1 The Vice-Chancellor/Head of the Institution of the First party and the Director of the Second party and will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.
- 6.2 To manage the execution of this MoU, each party shall designate one senior official to serve as Co-ordinator.
- 6.2.1 SU: The Co-ordinator from SU side will be nominated by the Vice Chancellor
- 6.2.2 CIFA: The Co-ordinator from CIFA side will be nominated by the Director, CIFA
- 6.3 A Joint Management Committee Co-chaired by Vice Chancellor, SU and Director of CIFA with three members each from both the organisations will be constituted for the management of the collaboration. The committee will meet at least once in a year or as and when is required for providing directions for the functioning of the MoU.

7. Finance

- 7.1 Each party shall bear the respective costs of carrying out the obligations under this understanding. Neither party shall make any claim against the other party for any expenditure unless such expenditure has been agreed upon in writing between the parties before committing the expenditure.
- 7.2 All those who wish to register as trainees or for Master/Doctoral programme under this MoU must apply for admission at the First party. The allocation of Major Guide/Advisor


Sanjay Kumar
23/9/2019
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- would be finalized before the registration and will be governed by the provisions laid out in Items 3.2.1A and 3.2.2A of the Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and outside NARS, respectively.
- 7.3 Admission of the students and the award of degrees for different programmes will be the responsibility of the First party as per the rules and regulations. Allotment of the students at the First party will be done by the approval of Director of the Second party and Vice-Chancellor/Head of the Institution of the First party.
- 7.4 The Second party would have the right to screen the student's eligibility for admission based on their academic period.
- 7.5 The PME Cell of the Second party in consultation with the representative of the First party shall decide the location and sharing quantum of research work.
- 7.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the Second party institution.
- 7.7 Any student(s) admitted to the Second party for training/postgraduate research, if found violating the rules and regulations laid down by the Second party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The First party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the Second party.
- 7.8 Fees will be charged from the students by the Second party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the Second party from the students registered with AU/DU within NARS. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.

8. General Provisions

- 8.1 Research Instrumentations, infrastructure and library facilities available at both the party's work place shall be made available to the scientists, engineers, faculty, research scholars and students of the parties as per the as per prevailing rates at respective places.



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- 8.2 The parties shall not use any of the confidential information which is required to be held in confidence for any purpose other than performance of their obligations under this understanding.
- 8.3 The implementation of the areas and forms of co-operation identified under clause 1 and 2 shall be subject to the availability and convenience of the scientists and facilities available at the parties' work places.
- 8.4 There shall be exchange visits by faculty members and scientists, engineers for academic and research purposes of both the parties.
- 8.5 CIFA can permit students of SU reciprocally for project work subject to the availability of qualified guides and facilities in the respective division of the CIFA.
- 8.6 All questions/ differences related to this Memorandum of Understanding arising during the term, with particular reference to clauses 5, 6 and 7 shall first be attended to be amicably settled by the parties by mutual consensus. In the event of any difference still persisting, the disagreement at the operational level shall be forwarded to the respective higher officials for appropriate solution and in case such solution is not arrived, the matter would be referred to a committee consisting of three eminent scientists or conversant Administrative experts and their decision shall be declared to be final and binding to the parties.
- 8.7 Nothing in this MoU is intended to affect other co-operation or collaboration of the parties.
- 8.8 All the collaboration activities pursuant to this understanding shall be conducted in accordance with the laws and regulations governing CIFA and SU.
- 8.9 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised guidelines, if any, as may be issued from time to time.

9. Entry into effect, modification and termination

- 9.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent


29/9/2017
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authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.

9.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.

9.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

10. Assignments


This MoU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. Arbitration and Jurisdiction:

Any disputes or differences that may arise between the Parties here to out of or in connection to or in connection with interpretation of any of the terms of this MOU shall be settled through consultation and conciliation process by mutual shall be settled through consultation and conciliation process by mutual discussions among the Parties. If the dispute cannot be amicably settled between the parties within one (1) month after a request to settle the dispute amicably has been made to the other Party, the dispute or difference shall be referred for resolution by arbitration. The arbitration proceedings shall be conducted under the provisions of the Arbitration and conciliation Act 1996 or any statutory modification of re-enactment thereof for the time being in force, at Sambalpur in the English language.

12. Force Majeure

The term Force Majeure as employed herein shall mean any unforeseen event of either party that delayed, hinders, either temporarily or definitely or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance obligation under this MoU and as from the date of that notification where upon both parties will be relieved from such obligations reciprocal obligation. The party to which


23/9/2017
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notice in given shall have the possibility to dispute the existence and /or applicability of Force Majeure in the conditions set forth in the section "Arbitration and Jurisdiction".

13. Non- Exclusivity

The relationship of the parties under this MoU shall be non-exclusive and both the parties are free to pursue other agreement or collaboration of any kind. This MoU has been executed in two originals, one of which has been retained by CIFA and the other by SU.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of VICE-CHANCELLOR,
SAMBALPUR UNIVERSITY, JYOTI VIHAR,
SAMBALPUR 768 019, ODISHA

For and on behalf of DIRECTOR, ICAR-
CENTRAL INSTUITUTE OF
FRESHWATER AQUACULTURE,
KAUSALYAGANGA, BHUBANESWAR
(ODISHA) 751 002

7/9/11
REGISTRAR, SU

Name of the Vice-Chancellor/Head of the
Institution /Authorized Signatory of the First
Party)

Registrar

Sambalpur University

Tel No. **Jyoti Vihar-768019**

Date

Signature with Seal

Saj Kumar Swain
23.9.2011

DIRECTOR, ICAR-CIFA

Name of the Director of the Second Party

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भुवनेश्वर/Bhubaneswar-751002

Tel No.

Date

Signature with Seal

Witness 1.....

H. H. H. H.
Prof. Poolesh K. Malik

Witness 1.....

P. Rout
Principal Scientist
ICAR-CIFA

Witness 2.....

Chinnaya Kumar Parash

Witness 2.....

Nagendra Kumar Bhanu
Sr. Scientist
ICAR-CIFA