

## MEMORANDUM OF UNDERSTANDING

For Academic Co-operation

BETWEEN

ITM University, Gwalior, M.P.

AND

ICAR-Central Institute of Fisheries Education, Mumbai



This Memorandum of Understanding is made between **ITM University Gwalior** (hereinafter called "ITMU") represented by its **Vice Chancellor** which expression shall mean include its executors, successors and permitted assigns, of the **FIRST PARTY**

AND

**ICAR-Central Institute of Fisheries Education, Mumbai** (hereinafter called "**CIFE**") is a Deemed to be University and institution of higher learning for fisheries science in Mumbai, India. CIFE has over five decades of leadership in human resource development with its alumni aiding in the development of fisheries and aquaculture worldwide, producing notable contributions to research and technological advancements to its credit, represented by its **Vice Chancellor** which expression shall mean include its executors, successors and permitted assigns, of the **SECOND PARTY**.

**ITM University Gwalior** is a multidisciplinary university with an international reputation for the quality of its research and teaching across the academic spectrum covering the domain of agriculture, physical and life sciences, engineering, management, commerce, fine arts, social sciences, arts, nursing, education etc. It was established in 2011 under the State Legislative Act of Madhya Pradesh Govt. and duly recognized by UGC Act under 2(f) with authorization to confer Degrees/Diplomas under 22(1) of the UGC Act for its various courses. The ITM University received approvals of UGC, AICTE, CoA, NCI, PCI, ICAR, NCTE etc and is accredited by NAAC.

**Central Institute of Fishery Education, Mumbai** CIFE was instituted in 1961 originally as an inservice training centre to impart proficient training and education to fisheries professionals so as to equip them to face the growing challenges in the fisheries sector. Taking its efforts of almost twenty years into consideration, CIFE came under the administrative control of the Indian Council for Agricultural Research. It was then conferred Deemed University status in 1989 by the University Grants Commission.<sup>1</sup> As

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such, CIFE incorporated provisions for both research and education in its mandate. It has since made significant contributions toward enriching the quality of fisheries education in India.<sup>[4]</sup> As per the letter dated 10 November - 2017, University Grants Commission, the higher education authority, the word University has been dropped from the CIFE name and it was replaced by Deemed to be university Both the parties wish to initiate collaboration in the areas of mutual understanding in education and research in different disciplines of Agricultural Sciences and other allied fields. Therefore, both parties agree to establish a programme for academic co-operation in areas of mutual interest in accordance with terms and conditions set forth in this memorandum of understanding (MoU).

## 1. Objective

The goal of this MOU is to have collaboration, provide opportunity for student community and to facilitate advancement of knowledge on basis of reciprocity, mutual benefits and frequent interactions. ITMU and CIFE agree to explore the possibilities of engaging in collaborative research and education.

## 2. Scope of the MoU

- Exchange of information on teaching, research, extension, learning materials and other literature relevant to their educational and research programmes;
- Joint organization of seminars conferences, short term educational programmes on topics of mutual interest by extending invitations to each other's faculty to participate therein;
- To allow use of facilities available at both the Organizations for academic, research and joint projects on mutually agreed terms and convenience;
- To make reciprocally, provision for in-service staff of ITMU/CIFE for admission into Ph.D program in CIFE/ITMU under the provisions in their respective ordinances.
- To allow the faculty of CIFE/ITMU to be on the Advisory Committee of student research and Board of Studies (BoS) of various disciplines offered by both universities to avail niche area expertise.
- Joint research proposals in the areas of mutual interest like Fisheries, Biotechnology, Environmental Science, Plant Sciences and Natural Resource Management according to the terms outlined below:
  - i. Proposals for collaborative research work under this Memorandum will be submitted with the prior approval of the Head of each institution.
  - ii. 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.

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- iii. Progress of work of any individual programme will be reviewed and approved by designated authorities of both parties.
- iv. The final approval of any project will depend on the availability of guaranteed support funds.
- v. Neither CIFE nor ITMU 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.
- vi. All intellectual property generated through collaborative research shall be governed by the following clauses 3, 4 and 5.

### 3. Intellectual Property Rights

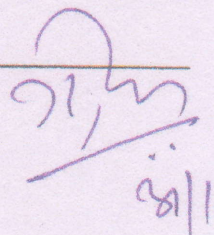
- 3.1. All intellectual property held by either party prior to entering into this Memorandum of Understanding or disclosed or introduced in connection with this Memorandum of Understanding and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the party introducing or disclosing it.
- 3.2. 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.
- 3.3. 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.

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#### 4. 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.

#### 5. 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 parties. The foregoing obligations as to confidentiality shall survive any termination even termination of this Agreement.

#### 6. Finances and other obligations

No financial commitment is associated for academic co-operation in areas of mutual interests and in accordance with terms and conditions set forth in this memorandum of understanding. No party to this memorandum shall use the name, logo or any other designation of the other party without prior written consent.

**7. Co-ordination**

The Registrar/Dean will be authorized to co-ordinate the programme on behalf of their respective institutions. They will periodically review and identify ways and means to strengthen co-operation between the two institutions.

**8. Tenure and Termination**

This MOU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for a period of **Five (5)** years. Any extension to this MOU will be formally agreed in writing by the parties. Either institution may terminate the MOU by giving written notice to the other institution three months in advance. Once terminated, neither ITMU nor CIFE will be responsible for any losses, financial or otherwise, which the other institution may suffer. However, the institutions, ITMU and CIFE will ensure that all activities in progress are allowed to complete successfully.

**9. Arbitration Clause**

In case of any dispute relating to any academic / research co-operation, the registrar of ITMU and the registrar of CIFE will jointly resolve the dispute in a spirit of mutual understanding, mutual respect and shared responsibility.

On behalf of the  
ITM University Gwalior (ITMU)

On behalf of the  
Central Institute of Fisheries Education,  
Mumbai (CIFE)

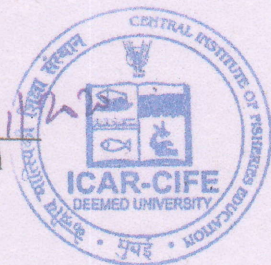
*Kant Dwivedi*

*Gopal Krishna*

Prof. Dr. Kamal Kant Dwivedi

Prof. Dr. Gopal Krishna  
Vice-Chancellor

Vice-Chancellor



Date: 31. 1. 2020

Date:

Place: Hyderabad

Place: Mumbai



*MS*  
31.1.2020  
Dean E-R.

Witnessed by.  
*dh*  
(Apama Chaudhari)

*MS*  
31/1/2020

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