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: GBPUAT Pantnagar

Article 5 Agreement or Memorandum of an agreement

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MEMORANDUM OF UNDERSTANDING

BETWEEN

G.B. PANT UNIVERSITY OF AGRICULTURE AND TECHNOLOGY Pantnagar – 263 145, Distt.: U.S. Nagar (Uttarakhand), India

AND

HARCOURT BUTLER TECHNICAL UNIVERSITY KANPUR Nawabganj, Kanpur 208 002 (Uttar Pradesh), India

DEAN, P.G.S.

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TO PROMOTE ACADEMIC AND RESEARCH CO-OPERATION

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This Memorandum of Understanding (MOU) is between Harcourt Butler Technical University Kanpur, Nawabganj, Kanpur 208 002 (Uttar Pradesh), India represented by the Vice Chancellor, HBTU, Kanpur and represented in this MOU by the Registrar or its Nominee, hereinafter referred to as HBTU, Kanpur and G.B. Pant University of Agriculture and Technology, Pantnagar-263 145, India and representative in this MOU by its Dean, Post Graduate Studies, hereinafter referred to as "GBPUAT".

WHEREAS, G.B. Pant University of Agriculture and Technology was established with its headquarters at Pantnagar through an act of legislation, UP Act XLV of 1958 as U.P. Agricultural University. The Act was later amended under U P Universities Re-enactment and Amendment Act 1972 and the University was rechristened as Govind Ballabh Pant University of Agriculture and Technology. The G.B. Pant University of Agriculture and Technology, Pantnagar is mandated to teaching, research and extension in the areas of Agriculture, Community Science (earlier Home Science), Veterinary & Animal Sciences, Fisheries Sciences, Engineering and Agri-Business Management, with its jurisdiction throughout the state of Uttarakhand. University is the only one of its kind in Uttarakhand and has well equipped as well as staffed units elsewhere in the State as Krishi Vigyan Kendras and Research Stations.

WHEREAS HBTU Kanpur (Formerly HBTI Kanpur established in Year 1921) was established through Act No. 11 of 2016 by the Government of Uttar Pradesh, i.e., Harcourt Butler Technical University Kanpur. in year 2016, has the primary goal of collaboration for pursuing research in the field of various engineering & technology discipline at PG level and to offer facilities for the research scholars of M.Tech./Ph.D. students of GBPUAT.

NOW THEREFORE, GBPUAT and HBTU Kanpur, inspired by their common objectives to further promote and accelerate research in engineering field & other areas of research going on in both Universities and, have entered to this MOU under the terms and conditions set forth in the following articles:

ARTICLE-I

AREAS OF COLLABORATION

In order to further develop the partnership between GBPUAT and HBTU, the two parties have agreed in principle to (a) collaborate in M.Sc./M.Tech./Ph.D. thesis research, (b) undertake collaborative M.Sc./M.Tech./Ph.D. thesis research activities in other areas of mutual interest to both GBPUAT and HBTU, and (c) cooperate in other means for exchanging scientific knowledge and information, such as co-publication of thesis research;

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The scale of collaboration between GBPUAT and HBTU will be determined from time to time by joint evaluation of GBPUAT's and HBTU needs and interest in collaboration, capacity and implementation of the joint program.

It is understood that specific GBPUAT and HBTU collaborative projects for implementation under this MOU will be defined in the work plan developed and approved in accordance with Article V hereof.

ARTICLE-II

RESPONSIBILITIES OF EACH PARTY

HBTU Kanpur:

Within the work plan agreed upon by both parties and subject to available resources and as mutually agreed upon, HBTU will:

 Bear the costs and expenses (related to research only) to be incurred in the conduct of the M.Sc./M.Tech./Ph.D. thesis research by the HBTU- accepted students from GBPUAT;

GBPUAT:

Within the work plan agreed upon by both parties and subject to personnel and budgetary limitations, GBPUAT will:

1. Ensure that all joint research and/or training activities related to this MOU are properly recorded with the HBTU based at the HBTU, Kanpur

ARTICLE-III

OWNERSHIP AND PUBLICATION OF RESULTS OF COOPERATIVE RESEARCH Both parties agree that:

- 1. Results of collaborative research will be jointly published in the public interest as mutually agreed upon;
- It is also agreed that all outcomes of GBPUAT and HBTU Kanpur joint research activities including all Intellectual Property Right (IPR) shall be jointly owned by both parties. As such, they shall remain in the public domain and shall be available to HBTU and GBPUAT.
- 3. Duly acknowledge the contribution made by both parties.

ARTICLE-IV

TERMS AND CONDITIONS

GBPUAT will nominate M.Sc./M.Tech./Ph.D. candidates who will conduct their thesis
research at HBTU Kanpur or both at HBTU Kanpur and GBPUAT to build-up their research
capabilities. The candidates shall be recommended to HBTU Kanpur at least 3 months
before they have completed their course work of GBPUAT.

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- 2. HBTU Kanpur scientist will be designated as Co-Chairperson/Member of scholar's Advisory Committee in consultation with Vice Chancellor, HBTU Kanpur;
- 3. The student's Advisory Committee will meet in GBPUAT at least once to discuss the research proposal through online/offline mode as per suitability. The chairman of the student's advisory Committee at GBPUAT can visit once to HBTU Kanpur to review ongoing thesis research of his/her student. Travel and other expenses related to these visits will be borne by respective institutions;
- 4. Laboratory, Field and Library facilities available with GBPUAT and HBTU Kanpur can be shared for research work.
- 5. Wherever required HBTU Kanpur shall arrange hostel/guest house accommodation for research scholars during their research work at normal rates.
- GBPUAT will confer the degree;
- 7. Publication of the student thesis research shall be done in concurrence with GBPUAT and HBTU, Kanpur, advisors and with their appropriate co-authorship.
- 8. The degree candidates will be subjected to all pertinent rules and regulations of GBPUAT and as per Academic regulation Chapter-V-34 which is reproduced below, would be applicable;

"The course work or research for the degree and diplomas of the University may be completed at a University or some other institution approved for this purpose by the Academic Council. Where the requirements are completed at some institution other than the University the credits so earned may be transferred to the University and counted towards the requirements for the degree or diploma concerned. Where the research has been conducted at some institution other than the University it may be submitted as a thesis to the University in partial fulfillment of the requirements for the degree or diploma concerned".

- 9. Both parties will strive hard to get the project funding from National and International agencies on the topics/themes related to the interest of both parties and benefiting the farming community and society. The funding/grant available at disposal of either party will be preferably extended to other party within the governing rules and regulations of grant(s). The joint research proposal will be submitted by either of the parties after taking written approval of other party.
- 10. In case of any dispute between the two, such disputes/ differences shall be solved amicably by mutual discussions without any resource to courts. The decision of Vice-Chancellor, GBPUAT and Vice-Chancellor HBTU Kanpur shall be final and binding to each other in such situation and no suit/ writ will be maintainable in any court or Law, sole arbitrator.

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ARTICLE-V

WORK PLAN

This MOU will be implemented through specific collaborative work plan. The work plan specifically describes the joint activities to be carried out will be consistent with the priorities and joint research agenda identified and agreed upon at the India-HBTU Kanpur Work Plan Meeting. The work plan may originate from either party but will require the joint approval of both parties for implementation.

Article-VI

AMENDMENTS

The parties may, by mutual consent in writing, modify any provisions of this MOU.

ARTICLE-VII

EFFECTIVITY

This MoU shall take effect on the date the last authorized representative affixes his/her signature, and shall remain valid for five (5) years unless sooner terminated when one of the parties notifies the other in writing of its intention to terminate the MOU, in which case, the MOU will terminate six months from the date of such notification. This MOU may be further renewed or extended upon mutual agreement between the parties, which shall be made not later than six months prior to the termination date;

	months phot to the termination date;
	IN WITNESS WHEREOF, the two parties here into signed this Memorandum of
XV	Understanding on the day of the month in the year
	by competent authorities indicated below:
	For and on behalf of GBPUAT, Pantnagar For and on behalf of HBTU, Kanpur
	Dean Post Graduate Studies G.B. Pant University of Agriculture & Technology, Pantnagar C263145 Studies G.B.P.U.A. & T. Pantnagar-263145
	1. Ald la Asta Jitendra Bhaskar Jitendra Bhaskar Associate Professor MED Associate Professor MED School of Engineering School of Engineering H.B.T.U., Kanpur-208002
	2. January Dean (CBSH) Dr. Anand Kumar Professor
36	DEAN -5 - Department of Mechanical Engineers College of Basic Science & Humanities S.B. Pant Univ of Agri. & Tech., Pantnagar Idham Singh Nagar-263145, Uttarakhand