

தமிழ்நாடு தமிழ்நாடு TAMILNADU

19 JAN 2024

CY 344666

The Director ICAR-IIHR

K.A. VIJAYAKUMAR
STAMP VENDOR
VILLIVAKKAM, CHENNAI - 49
L. No. D2/7680/82

Memorandum of Understanding (MoU)
between

ICAR-Indian Institute of Horticultural Research
Hesaraghatta Lake Post, Bengaluru-560 089,
Karnataka, India

and

VIVEKANANDHA TRUST,
525, Sunai Street, Mambattu, Polur Taluk,
Tiruvannamalai District -606803 Tamil Nadu

For facilitating

Technology Transfer, Joint Research, Tamil Nadu Tribal
Project implementing and Capacity Building

This Memorandum of Understanding (hereinafter referred to as MoU) is
made on this 19th day of January 2024

BY and BETWEEN

The ICAR-Indian Institute of Horticultural Research, having its Head
Office at Hesaraghatta Lake Post, Bengaluru-560 089 [hereinafter called
"ICAR-IIHR"/First party], a constituent Research Institution of the Indian
Council of Agricultural Research, Krishi Bhavan, New Delhi-110 001 on the
FIRST PARTY and

(Signature of First Party) 19/1/2024

(Signature of Second Party)

निदेशक / Director
भा.क.अनु.प - भारतीय बागवानी अनुसंधान संस्थान,
ICAR-Indian Institute of Horticultural Research,
हेसरघट्टा लेक पोस्ट, बेंगलूर - 560089
Hesaraghatta Lake Post, Bengaluru - 560089

PRESIDENT
VIVEKANANDHA TRUST

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Vivekanandha Trust, 525, Sunai Street, Mambattu, Polur Taluk, Tiruvannamalai district -606803, Tamil Nadu India. [hereinafter called "President, Vivekanandha Trust"/Second party] on the SECOND PARTY (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

WHEREAS the "First Party" is involved in the research, teaching, and extension in horticultural crops represented by its DIRECTOR, ICAR-IIHR (the institution which expression, unless excluded by or repugnant to the subject or context shall include its Successors-in-office, Administrators and assignee) AND WHEREAS the "Second Party", VIVEKANANDHA TRUST, as part of its capacity building of various primary and secondary stakeholders involved in Rural and horticultural Development. Vivekanandha Trust has been implementing various Socio-Economic, Agricultural and horticultural research, Educational, Cultural and Health Related programs for our target community people of Tamil Nadu represented by its President, Vivekanandha Trust (the Organization which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assignee).

WHEREAS the parties, having discussed fields of common research, extension and training and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of ICAR-IIHR technologies in horticultural crops, and mutual efforts and capacity building.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the issues requiring expertise and logistics from both the parties.

(Signature of First Party)

निदेशक / Director
भा.कृ.अनु.प - भारतीय बागवानी अनुसंधान संस्थान,
ICAR-Indian Institute of Horticultural Research
हेसरघट्टा लेक पोस्ट, बेंगलूरु - 560089
Hesaraghatta Lake Post, Bengaluru - 560089

(Signature of Second Party)

**PRESIDENT
VIVEKANANDHA TRUST**

Article 1. Scope

The First party will recognize the Second party as an collaborative Institute to provide the major technical guidance and local assistants about ICAR-IIHR transfer of technologies on horticultural crops, Joint Research development Project and capacity building provide to farmers as specified by ICAR-IIHR. The Second party may engage to Scientists of the ICAR-IIHR as recommended by its Director in accordance with guidelines on ICAR-IIHR. The operational details of ToT of IIHR technologies and capacity building restricted to specific mandated domain.

Research and Development facilities available with the First party and second party will be made available to the both parties as per the guidelines F.No.2-9/2012-HRD, dated on 25th April, 2014. However, the costs of specific consumables/ planting materials will be borne by the respective organizations.

There shall be an expert visits for academic, research and training purposes. The duration of exchange visits will be determined by mutual consent between both the parties, and the expenditure incurred may be met by collaborative projects / programmes .

Article 2. Management

Director of the First party and the President of the Second party will be responsible for working out the operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

There shall be a team of scientific advisors from ICAR-IIHR to evaluate the ICAR-IIHR technologies where implemented, and 2-3 members from the Second party. The committee will meet as per the need alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentations by both parties on various research activities followed by mutual concern.

(Signature of First Party)

(Signature of Second Party)

निदेशक / Director
भा.कृ.अनु.प - भारतीय बागवानी अनुसंधान संस्थान.
ICAR-Indian Institute of Horticultural Research.
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Hesaraghatta Lake Post, Bengaluru - 560089

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VIVEKANANDHA TRUST

Article 3. Exchange of Information

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 field experiments entered into pursuant to this MoU.

4 (Signature of First Party)

(Signature of Second Party)

Both parties shall support the widest possible dissemination of the information. Both parties shall be given the right to use, disclose, publish or disseminate such information for any and all purposes with due credits of the other party.

Article 4. Exchange of germplasm/biological materials

Any exchange of germplasm or other biological materials is required during the period should be done through execution of MTA (Material Transfer Agreement) and the guidelines specified in the MTA needs to be followed.

Article 5. General Provisions

It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars, which violate principles of non-discrimination.

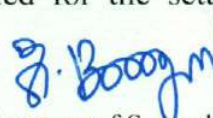
Both parties acknowledge that exchange of technologies/technical knowledge from one party to the other shall comply with the regulations and policies of the First party and the Second party.

Any research publications arising will be jointly published in accordance with the provisions laid out by both parties.

All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.



(Signature of First Party)



(Signature of Second Party)

निदेशक / Director
भा. कृ. अनु. प - भारतीय बागवानी अनुसंधान संस्थान,
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All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

Article 6. Intellectual Property Rights

Both parties are expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the collaborative research work. The ICAR-IIHR as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the scientific staff involved in such research shall be included as the innovator/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.

Article 7. Entry into effect, modification and termination

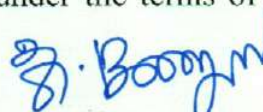
This MoU shall become effective on the date it is signed by the parties and shall be **valid for five years** in first instance. The period of validity of the MoU may be extended by mutual consent up to 3 (Three) years. Both parties shall review the status of the MoU at the end of each year period as the case may be, to determine any modification, whenever necessary. 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 authority of the party initiating termination. Such notification must be given to the other party. Such notification must be given to the other party at least six months in advance from the effective date of termination.

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



(Signature of First Party)

निदेशक / Director
भा.कृ.अनु.प - भारतीय बागवानी अनुसंधान संस्थान,
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Hesaraghatta Lake Post, Bengaluru - 560089



(Signature of Second Party)

**PRESIDENT
VIVEKANANDHA TRUST**

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.

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 terms contained herein.

Director
ICAR- Indian Institute of Horticultural Research,
Hesaraghatta Lake Post,
Bengaluru – 560089,
Karnataka
(Name & Address of the First Party)

President
Vivekanandha Trust,
525, Sunai Street, Mambattu, Polur
Taluk, Tiruvannamalai District -
606803 Tamil Nadu
(Name & Address of the Second Party)

Prof. S. K. Singh
(Director, ICAR-IIHR,
First Party)

Dr. D. BALU
(President, Vivekanandha Trust,
Second Party)

Signature with Seal
Date: 19/11/2024
ICAR-Indian Institute of Horticultural Research
Hesaraghatta Lake Post, Bengaluru - 560089

Signature with Seal
Date: 19/11/2024
**PRESIDENT
VIVEKANANDHA TRUST**



Witness 1
Witness 2
Principal Scientist
ICAR- IIHR, Bengaluru - 89

Witness 1
Witness 2
MAMBATTU