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Memorandum of Understanding

Between

College of Agricultural Engineering & Post Harvest Technology  
(Central Agricultural University, Imphal)

Ranipool, Gangtok(Sikkim)

And

Tuljaram Chaturchand(TC) College Baramati(Pune), Maharashtra

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 19<sup>th</sup> day of the month of June in the year 2017 by and between the College of Agricultural Engineering and Post Harvest Technology(CAEPHT), Ranipool, Gangtok, Sikkim having its headquarters at Central Agricultural University(CAU), Imphal(Manipur)[hereinafter called "CAEPHT-CAU"/First party], is and constituent college under the Central Agricultural University established the Act of Parliament No. 40 of 1992 and the college was established on 20/05/2006 on the ONE PART and the TuljaramChaturchand(TC) College Baramati, Maharashtra established on 27/04/1962 in pursuance of the Bombay Public Trust Act-1950 and having its headquarters at Baramati, (herein after called TC which expression shall where the context so admits includes it's successor and permitted assigns) of the other part(who for the purpose of this MoU are hereinafter collectively referred to as the parties) (Copy of detailed MOU enclosed).

*Rpmisu*

(Signature of First Party)

Dean, CAEPHT CAU, Ranipool, Gangtok  
College of Agril. Engg. & Post Harvest Tech.  
Ranipool, Gangtok-737135

*Tuljaram*

(Signature of Second Party)

Principal, TC College, Baramati, Maharashtra

**Principal**  
Tuljaram Chaturchand College  
Baramati



तु. च. कॉलेज, बरामती

आससक नंसर ६०११-६८ ...

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(b) Address : Raipost

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# Memorandum of Understanding(MoU)

for

## Collaborative Research and Teaching

between

College of Agricultural Engineering and Post-Harvest Technology

(Central Agricultural University, Imphal)

Ranipool, Gangtok (Sikkim)

&

Tuljaram Chaturchand (TC) College, Baramati, Maharashtra



*Opmech*  
Dean

College of Agril. Engg. & Post Harvest Tech.  
Ranipool, Gangtok-737135

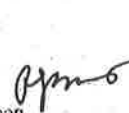
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Principal  
Tuljaram Chaturchand College  
Baramati

**Place: Baramati**

**Date: February, 2017**

**Memorandum of Understanding  
for Collaborative Research and Teaching  
between  
College of Agricultural Engineering and Post-Harvest Technology (CAEPHT), Ranipool,  
Gangtok  
Central Agricultural University (CAU)  
&  
Tuljaram Chaturchand College,  
Baramati, Maharashtra**

  
Dean  
College of Agril. Engg. & Post Harvest Tech.  
Ranipool, Gangtok-737135

  
Principal  
Tuljaram Chat  
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nd Colle

# Memorandum of Understanding for Collaborative Research

## 1. AGREEMENT

- 1.1. This agreement made and entered into on the ..... between College of Agricultural Engineering and Post Harvest Technology [(hereafter called CAEPHT-CAU)], Ranipool, Gangtok, a constituent college of Central Agricultural University, Imphal of the one part.
- 1.2. Tuljaram Chaturchand(TC) College Baramati, Maharashtra established on 27/04/1962 in pursuance of the Bombay Public Trust Act-1950 and having its headquarters at Baramati,(herein after called TC which expression shall where the context so admits includes it's successor and permitted assigns) of the other part.

## 2. BACKGROUND

- 2.1. Whereas the TC has the supporting facilities, human resources in terms of faculties and students desirous of undertaking teaching, research, development and extension programmes in the disciplines of Food Processing and Post Harvest Technology, **Agricultural and Food Micro-Biology, Nanotechnology, Agricultural and Food Biotechnology, Food Biochemistry & Nutrition, Bakery & Confectionery Technology and New Product Development** etc., is desirous of undertaking collaborative teaching and research with CAEPHT and provide facilities and resources for research studies conducted by staff and students.
- 2.2. Whereas CAU at its College of Agricultural Engineering and Post Harvest Technology (CAEPHT), Ranipool, Gangtok, Sikkim has the expertise and facilities in the research in the disciplines of Food Technology, Crop Process and Food Engineering, Storage of various crops, Fruits, Vegetable, etc., has agreed to work collaboratively and provide the facilities/expertise for undertaking research work in the field, laboratories and controlled environments.
- 2.3. Scientists and faculty of CAEPHT and TC (hereinafter called as institute or institutes as the case may be) had several meetings to discuss the common research interest to benefit the farmers and students for efficient utilization of resources in the region by complementing each

other's work. Consequently, it was decided to have a MoU as a tool to facilitate joint efforts to achieve objectives of mutual interests of CAEPHT and TC.

Now therefore, in consideration of premises and mutual covenants hereinafter content, the institutes hereby agree as follows:

### 3. SCOPE OF THE AGREEMENT

- 3.1. Each institution may offer opportunities to the other for activities and programs, such as teaching, research, exchange of faculties and students, and staff development that will foster a collaborative relationship.
- 3.2. Specific Activities: Specific activities and programs implemented under the authority of this MoU and as decided from time to time on the topics of mutual interest of different departments of TC and CAEPHT shall be subject to availability of funds and the approval of each institution's authorized representatives. The 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 and PhD 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.
- 3.3. Separate Agreements: Prior to initiating any specific activity or program, the parties will negotiate and enter into a separate agreement, signed by each party's authorized signatories, describing the terms of arrangement, including budgets. Each party will designate a Nodal Officer to develop and coordinate specific activities or programs.

### 4. SPECIFIC COLLABORATIVE RESEARCH PROJECT AGREEMENTS

- 4.1. If, during the visits/meetings, 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 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

- 5.8. The Dean of CAEPHT and the Principal of TC will settle any differences/policy issues arising out of implementation of this agreement after mutual consultation. Their decision will be final.
- 5.9. On the basis of actual contribution and initiatives mutually agreed by CAEPHT and TC, the first or second authorship will be given to the CAEPHT/TC scientist/faculty in 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.
- 5.10. Student Exchange Limitations: While advanced graduate (Master degree) and post graduate (Doctoral degree) students may participate in collaborative research, this MoU does not make provision for the exchange of undergraduate or graduate students who propose to enroll in classes and earn academic credit at the CAEPHT.
- 5.11. Faculty of CAEPHT (CAU) and faculty of TC may visit (for short duration, maximum of 15 days at a time) for teaching of undergraduate and post graduate students. The funds (TA/DA, honorarium, etc.) needed for these visits will be provided by the organization whose students will be benefited from these visits.

## 6. RESPONSIBILITIES OF CAEPHT AND TC

- 6.1. CAEPHT and TC shall ensure access to the facilities to be used for project activities to concerned scientists/students without restrictions on time wherever necessary.
- 6.2. The access to the lab facilities wherever necessary may be facilitated by TEMPORARY ENTRY CARDS that can be used throughout the project period.
- 6.3. CAU/CAEPHT and TC shall undertake the work on the collaborative research as per schedule of work mutually agreed by the parties.
- 6.4. CAEPHT and TC shall complete the project including submission of the final report as per the schedule.
- 6.5. Submission of report in time to the Principal Investigator of the project: This is jointly submitted by CAEPHT and TC scientists/faculty associated with the project.
- 6.6. CAEPHT and TC shall submit six monthly/ yearly progress reports and a detailed final report at the end of the research projects.

6.7. TC/CAEPHT shall provide all the basic data available with it and afford all facilities, to each other for fulfillment of the research under the agreement.

## 7. INTELLECTUAL PROPERTY MANAGEMENT

7.1. IPR issues involved will be in conformity with CAU/ICAR's Guidelines for Intellectual Property Management and Technology Transfer/ Commercialization, 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 mid-way with mutual consent of research partners. 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.

## 8. CONFIDENTIALITY

8.1. Information as may be vital to the interest of the TC/CAEPHT (CAU) or security/defense of the country are not parted with any other party.

## 9. FINANCIAL AGREEMENT

9.1. As a general principle, funding for the exchange of such personnel ("Participating Researchers") shall be based on a reciprocal sharing of costs:


9.2. Travelling, accommodation and daily expenses of the participating researchers/scientists required for visits/meetings under this agreement will be borne by the respective institutes as per the prevailing rules and regulations, if such meetings are not sponsored by third party funding agencies.

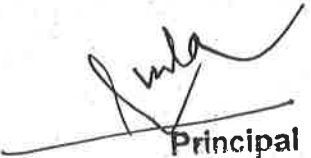
9.3. Each institute will provide assistance and/or the necessary letters of invitation

9.4. Specific funding allocations for this exchange of Participating Researchers shall be subject to the approval of the institutes.

9.5. Outsourcing charges in the research projects, if any, will be shared by both the institutes with mutual agreement.

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Dean  
College of Agri. Engg. & Post Harvest Tech.  
Ranipool, Gangtok-737135

  
Principal  
Tuljaram Chaturchand College  
Baramati



- 9.6. CAEPHT and TC 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
- 9.7. Budget allocations will be made according to the commitments of CAEPHT and TC in the project.
- 9.8. CAEPHT (CAU) and TC rules will be mandatory for student research, training, consultancy, contract research and contract services will be followed.


## 10. MODALITIES OF COLLABORATION

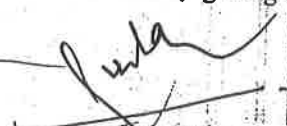
- 10.1. The schedule of the work plan be prepared and finalized in the Outline of Research Work (ORW) of students. The participating researchers from both the institutes shall undertake the responsibility of implementing the programmes according to the schedule finalized in ORW except for the situations beyond control of one or both the institutes.
- 10.2. The Monitoring of collaborative research will be carried out by a Committee consisting of scientists/faculty members nominated by Dean-CAEPHT and Principal-TC.
- 10.3. The monitoring Committee will be responsible for monitoring and reviewing the progress of research. It will fix/ identify the work to be done by CAEPHT and TC, targets/ milestones and criteria for completion of each research project on six monthly basis.
- 10.4. CAEPHT and the TC shall jointly identify centers / locations for carrying out trials/ studies/activities of any products emerging from collaborative project and draw up protocols for such trials/ studies/ activities. The CAEPHT (CAU) and TC shall undertake / assist/ cooperate with each other to carry out trials/studies/activities as per the protocols drawn up.

## 11. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

- 11.1. The agreement shall be effective from the (date of signing/specify events) and shall recur in force for a period of 3 years from said date.
- 11.2. The agreement shall be deemed to expire on completion of the period as in provision unless extended by both the parties.
- 11.3. During the tenure of the agreement parties here to can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a (Three

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Dean  
College of Agril. Engg. & Post Harvest Tech.  
Ranipool, Ganapox-737135

  
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month) notice in writing to the defaulting party, failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.

11.4. In the event of termination of the agreement the right and the obligations of the parties thereto shall be settled by mutual discussion.

11.5. The agreement arrived at between the parties for utilization of intellectual property shall survive the termination of agreement.

## 12. NOTICES

12.1. All notices and other communication required to be served on the sponsoring party under the terms of this agreement shall be considered to be served if the same shall have been delivered to left with or posted by registered mail to the sponsoring party at its last known address. Similarly, any notice to be given to the council shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the council at its registered address in New Delhi.

## 13. INDEMNITY AND LIABILITY


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


13.2. The CAEPHT/TC does not give any warranty of the quality of replicates or multiplications of the results of services rendered, by other collaborating party subsequently on its own.

## 14. AMENDMENT OF THE AGREEMENT

14.1. No Amendment or modification of this agreement shall be made unless the same is made in writing by both the parties and their authorized representatives and specifically stating the same to be an amendment of this agreement. The modification/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to ASSIGNMENT OF THE AGREEMENT

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Dean  
College of Agril. Engg. & Post Harvest Tech.  
Ranipool, Gangtok-737135

  
Principal  
Tuljaram Chaturchand College  
Baramati

14.2. The right and/or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the party and subject to such terms and conditions as may be mutually agreed upon

**15. 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 agree in advance that each may use the name of the other in **academic and research interest** announcing this MoU.

**16. ARBITRATION**

In the event of any dispute or differences between the parties is arising out of or in connection with this agreement, such dispute or differences shall be referred to the sole arbitration of a person nominated by Vice Chancellor of CAU, Imphal. The award of the arbitrator shall be final and binding on both the parties. Existing law on arbitration matter shall govern arbitration proceedings.

**17. ADDRESS FOR THE NOTICES**

**Dean**

**College of Agricultural Engineering & Post Harvest Technology (CAEPHT),  
Ranipool, Gangtok-736135, Sikkim (India)**

Phone: 03592-251381, 251359

Fax: 03592-251390

**Principal**

**Tuljaram Chaturchand (TC) College  
P.B.No. 51, Baramati-413102, Pune, India**

Email: principal.tccollege@gmail.com; principal@tccollege.org

Phone: 02112-222405, 222728

Fax: 02112-222728

17. SEAL OF PARTIES

In witness whereas of the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

PARTIES

For and on behalf of  
CAEPHT TC College

For and on behalf of sponsoring

Signature Rpmish

Name Dr R.P. Mishra

Designation Dean

Seal Dean  
College of Agril. Engg. & Post Harvest Tech.  
Ranipool, Gangtok-737135

Signature [Signature]

Name Dr. Chandrashekhhar Musumkar

Designation Principal

Seal Tuljaram Chaturchand College Baramati



Witnesses (Name and Address)

1. Dr. Sujata Jena  
Assoc. Prof. In-charge  
Dept. of PFE [Signature]

2. Dr. B. K. Singh  
Asst. Prof. [Signature]

Date 19.6.17

Witness (Name and Address)

1. Mr. A. B. Shah  
Registrar [Signature]

2. Dr. W. A. Khom  
Head, Food Tech. & Research [Signature]

Date 19.6.17