



MEMORANDUM OF UNDERSTANDING

BETWEEN

**ODISHA UNIVERSITY OF AGRICULTURE & TECHNOLOGY UNIVERSITY
BHUBANESWAR, ODISHA**

AND

BERHAMPUR UNIVERSITY, BHANJA BIHAR, BERHAMPUR, ODISHA

Date: 3rd November 2023

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AND
BERHAMPUR UNIVERSITY, BHANJA BIHAR, BERHAMPUR, ODISHA

The Memorandum of Understanding (MoU) is made between the **Odisha University of Agriculture and Technology, Bhubaneswar, Odisha** having its Head Office at Siripur, Bhubaneswar-751003, Odisha [here in after called '**OUAT/First party**'], on the ONE PART and the **Berhampur University, Ganjam, Odisha** [hereinafter called '**BU/ Second party**'] on the OTHER PART.

WHEREAS **Odisha University of Agriculture and Technology (OUAT)**, established during 1962 as the second agricultural university of the country, has triple mandates of Teaching, Research and Extension in agriculture and allied areas. The University imparts education on Agriculture, Horticulture, Veterinary Science & Animal Husbandry, Agricultural Engineering, Community Science, Forestry Science, Fishery Science, Basic Sciences, Bio-Informatics, Computer Application, and Agri-Business Management. The University provides Under Graduate and Post Graduate education in agriculture and allied sciences through 10 constituent colleges, one Centre of Post Graduate Studies, and 10 Agro Polytechnic Centers. Besides, University is involved in technology generation and transfer in agriculture and allied sectors.

AND WHEREAS **Berhampur University** came into existence on 2nd January 1967 being inaugurated by Dr. A.N. Khosla, the then Governor of Orissa and the first Chancellor of the University. The University was later shifted to the present site known as Bhanja Bihar, named after the celebrated poet of Orissa Kabisamrat Upendra Bhanja. Spreading over an area of about two hundred fifty acres the university is twelve kilometres and 5 kilometers away from the Berhampur City and Sea-beach of Gopalpur respectively. Berhampur University is public university, Berhampur University is one of the oldest Public universities of Odisha, established in 1967 as a non-profit public higher education institute located in the rural setting of city of Ganjam. The University is committed to develop itself as a value and a need-based quality education provider in the state of Odisha in general in South Odisha. Berhampur University has twenty-eight departments including pharmacy offering multitude of basic and applied courses along with a well-established department of Biotechnology. Presently, the department runs Post-Graduate & Doctoral programs in all departments. It is recognized by DBT, DST, UGC etc. It has two center of excellence including innovation-cum-incubation center.



AND WHEREAS the OUAT and BU have agreed to:

- I. Collaborate with one another in mutually agreed research programmes in the areas of agriculture and other specified areas of interest;
- II. Mutually recognize the faculty of OUAT and BU for research and teaching purposes, where in the student and faculty of institutes under OUAT and BU can carry out specific, mutually agreed-upon research and outreach activities at the laboratories and other facilities of these institutions;

And

NOW THEREFORE, the OUAT and BU, inspired by their common objectives to promote and accelerate the progress of research and training in various disciplines and research in agriculture & allied sectors;

HAVE decided to enter into this MoU and agree as herein contained:

ARTICLE-I

Objectives

The parties hereby agree to promote cooperation in the field:

- a) Exchange of students and scientists
- b) Exchange of methodology and technology of mutual interest
- c) Exchange of scientific literature and information,
- d) Sharing of laboratory facilities as available and required in programme of common interest as may be mutually agreed upon.
- e) Development and implementation of collaborative research projects,

Such cooperation shall be implemented by the following means:

- i. Establishment of mutual relation between the scientific and technical division of the organizations of the respective parties
- ii. Creation of facilities for exchange of students, scientists, technologists and experts

ARTICLE-II

Implementation

The OUAT and BU may name any member of their staff to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.



ARTICLE-III

Work Plans

This MoU will be implemented through development of Work Plans to be developed jointly, which describe specifically the activities to be carried out under this cooperative Programme and which set forth the intended contributions of each party. These work plans may originate from either party but will require the full approval of both the parties for implementation.

ARTICLE-IV

Publication & Intellectual Property Rights

- I. If the research is conducted and completed by the OUAT with the help of BU members in the team, the intellectual property will be protected by OUAT with BU as a co-applicant. The OUAT shall have rights to commercialize the technology.
- II. If the research is conducted and completed in BU with the help of OUAT members in the team, the intellectual property will be protected by BU, with OUAT as a co-applicant, BU will have rights to commercialize the technology.
- III. In case application is to be made for international protection, then both OUAT and BU will apply jointly and both the parties will have rights jointly to commercialize the technology in India. Commercialization in any other country shall be done jointly through separate agreement.
- IV. In case research is carried out solely and separately by the party or the research results are obtained through the sole and separate effort of the party, the party concerned alone will apply for grant of intellectual property rights (IPR) and once granted, the IPR will be owned by the concerned party.
- V. In case of research results obtained through joint activities, the grant of intellectual rights will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties.
- VI. Any publication, document and paper arising out of joint work conducted by the participants in pursuant to this MoU will be jointly owned. The use of the name, logo and official emblem of the participants on any publications document and paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.
- VII. Both the parties agree to ensure appropriate protection of intellectual property. Rights generated from such cooperation consistent with their respective laws, rule and regulations and other international agreements to which parties are signatories.



ARTICLE-V

Disclosure of information

- a) Both the parties agree that expect for a court order requiring disclosure, neither shall disclose to any third party without the written consent of the order, any information made available to the parties, in the performance of work and generated by the performance of work, under this MoU except information which at the date hereof was:
- i. In the public domain
 - ii. Known to either party prior to the date hereof as evidenced by written documents subsequently.

The provisions in this article shall survive termination or completion of the Memorandum of Understanding.

ARTICLE-VI

Amendments

The parties may, by mutual consent add, modify amend or delete any words, phases, sentences or Articles in this MoU.

ARTICLE-VII

Joint Working Group

A joint Working Group will be set up with representatives of both parties to meet once in two years to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE-VIII

Financial Arrangements

In the case of exchange of scientists for study visits on the basis of reciprocity, the sending party shall meet the to and fro- travel costs whereas the receiving side shall meet the costs of boarding, lodging and internal transport, provided both the parties agree, if permissible.

For training and consultancy of scientist, financial arrangement shall be decided by mutual consent of both the parties.



ARTICLE-IX

Validity / Termination


The MoU shall be effective from the date of its signing by both the parties. It shall be valid for a period of five years. Thereafter it shall be automatically renewed for a period of five years unless either party serves notice on the other of its intention to terminate it. The Memorandum of Understanding shall stand terminated at the end of one calendar month from the date of issue of a notice of termination. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaboration programmers already being undertaken thereunder, unless decided otherwise by the parties by mutual consent.

Signed on behalf of First party


(Prof. Dayanidhi Mishra)

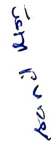
Director
Planning, Monitoring and Evaluation
Odisha University of Agriculture and
Technology (OUAT), Bhubaneswar,
Odisha
Planning Monitoring & Evaluation,
OUAT, Bhubaneswar.


Singed on behalf of Second Party


03.11.2023
(Shri Sachidananda Nayak)
Registrar

Berhampur University (BU), Ganjam, Odisha
REGISTRAR
BERHAMPUR UNIVERSITY

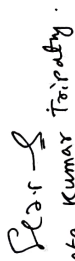
In presence of witnesses:


1. 
Name: Dr. Sanat Mishra
Designation: Scientist
Institute: DPMF, OUAT

2. 
Name: Dr. Sanat Mishra
Designation: Dean, CA
Institute: OUAT

1. 

Name: SUDHAKAR PATRA
Designation: Professor & Head, Economics
Institute: Berhampur University

2. 
Name: Sukanta Kumar Tripathy
Designation: Director, RFD
Institute: Berhampur University.


Dr. Laxmidhar Rout
Berhampur University
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Joint Director, IBC