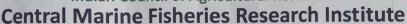


भारतीय कृषि अनुसंधान परिषद

केन्द्रीय समद्री मात्स्यिकी अनुसंधान संस्थान

(कृषि अनुसंधान एवं शिक्षा विभाग, कृषि एवं किसान कल्याण मंत्रालय, भारत सरकार)

Indian Council of Agricultural Research



[Department of Agricultural Research and Education, Ministry of Agriculture and Farmers' Welfare, Govt. of India] पोस्ट बोक्स सं. 1603, एरणकूलम नोर्त पी.ओ., कोच्ची - 682018, केरल, भारत

Post Box No. 1603, Ernakulam North P.O, Kochi - 682018, Kerala, India

Phone: 91 484 2394867/2391407, Fax: 91 484 2394909/2396685, Email: director@cmfri.org.in, Web: www.cmfri.org.in

GOA UNIVERSIT REGISTRAR OFFICE Inward No.: ... 6034(R) Date: 1.18

By Speed Post F.No.: PME/MoU/15 Dated: 27/12/2017

To

Prof. Y.V. Reddy Registrar Goa University, Taliegao Plateau, Goa - 403 206.

Sub: MoU between Goa University and Central Marine Fisheries Research Institute - reg.

Ref: Your letter no.GU/Legal/2017/2458 dated 22nd December 2017.

Sir,

With reference to the above, I am directed to forward herewith one set of original copy of the MoU between ICAR-CMFRI, Kochi and Goa University, Goa duly signed by the competent authority for favour of information and record purpose.

Yours faithfully;

Encl: 1 Original MoU

(R. Narayanakumar) Scientist-in-charge, PME Cell

Copy to: 1. The Head, SEETTD, ICAR-CMFRI, Kochi.

Prof. Pranch. 3/1/18 Nhary 11 cars From Pranch.

(2) Legal Asst. 8



Transacting

MEDHA DALVI

ACSTPVEN / 28th June 2000

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MEMORANDRUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into this 18th day August 2017 by and between

GOA UNIVERSITY, GOA, a teaching – cum-affiliating University under the Government of Goa, contributing significantly to the training of scientific and technical man power of the country, established in June 1985 by an Act of Goa Government, having its registered office at Taleigao Plateau, Goa (hereinafter referred to as "GU") and represented by its Vice-Chancellor

AND

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THE CENTRAL MARINE FISHERIES RESEARCH INSTITUTE, a national institution under the Government of India, Indian Council of Agricultural Research whose primary mandates are research and development on marine finfish farming, biotechnology and biodiversity having its registered office at Post Box No. 1603, Ernakulam North P.O. Ernakulam, Kochin 682 018 (hereinafter referred to as "CMFRI") and represented by its Director

Hereinafter individually referred to as a "Party" and collectively as the "Parties"

1.0 Introduction:

- 1.1 GU and CMFRI agree to enter into a "Joint Collaboration" between these two institutions.
- 1.2 This Memorandum of understanding ("MOU") sets out below the principles by which, listed in this MoU, GU and CMFRI establish a formal agreement regarding such activities.

PREAMBLE:

Whereas, The Central Marine Fisheries Research Institute (CMFRI) was established by Government of India on February 3rd 1947 under the Ministry of Agriculture and Farmers Welfare and later it joined the ICAR family in 1967. During the course of over 65 years the Institute has emerged as a leading tropical marine fisheries research institute in the world actively engaged in basic and applied research in marine sciences and allied areas of marine geology – remote sensing and GIS, biotechnology, life sciences (animal and plant) etc.

Whereas, the GU was established by the Government of GOA as a teaching-cum-affiliating University on to cater to the state of Goa. GU is contributing significantly to the training of scientific and technical man power of the country in the above said areas.

ARTICLE - 1.0:

THE SCOPE OF MoU:

This MoU details the modalities and general conditions regarding collaboration between GU and CMFRI for enhancing within the country, the capabilities, expertise and competence in the areas mentioned under the scope of MoU without any prejudice to prevailing rules and regulations in GU and CMFRI and without disregard to any existing mechanism evolved and approved by the competent authorities under Government of India. The scope of MoU covers collaborative R & D academic interaction leading to higher qualifications. The linkage involves collaboration between GU and CMFRI in research projects and academic programmes specifically with the marine sciences and allied areas of marine geology-remote sensing and GIS, biotechnology, life sciences (animal and plant), social sciences on permanent basis and can be extended to other relevant departments of both GU and CMFRI.

ARTICLE - 2.0:

The activities under the linkage will be as described below for collaboration, which forms schedule to this Memorandum of Understanding. The schedule may be amended by mutual agreement and such amendments will form part of this understanding.

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GU and CMFRI will submit collaborative research projects to various funding agencies ARTCLE - 3.0: like ICAR, DST, CSIR, DBT, UGC, etc. in areas of mutual interest.

The Instrumentation facilities, laboratory and library facilities of CMFRI will be made available for the research scholars working at GU. Wherever charges are to be paid, 3.2 concessional charges to be decided by mutual consent or concurrence by GU and CMFRI from the funds of research projects carried out at CMFRI or joint research projects.

The Instrumentation facilities, laboratory facilities of GU will be made available for the research scholars working at CMFRI. Wherever charges are to be paid, concessional 3.3 charges to be decided by mutual consent or concurrence by GU and CMFRI from the

funds of research projects carried out at CMFRI or joint research projects.

The Scientists of CMFRI may be invited as visiting faculty to teach part of the PG courses or to give expert lectures at GU, without prejudice to their work and 3.4 responsibility at CMFRI and as per guidelines of the ICAR.

The faculty members of GU may visit CMFRI to deliver expert lectures without 3.5

prejudice to their work and responsibility at GU.

GU and CMFRI will organize National/International Conferences/Seminars jointly.

CMFRI will extend the facility of 4-8 weeks project/training to the post graduate students 3.6 of GU in related areas, during summer vacation or winter vacation as the case may be and 3.7 as per the guidelines and regulations issued by ICAR.

A Programme Monitoring Group (PMG) will be constituted through the Director/Vice Chancellor of respective organization to facilitate the joint activity. The scope of PMG 3.8

will be worked out in due course of time.

Any clause or article of the MoU may be modified or amended by mutual agreement of GU and CMFRI. At any time after the execution of this Memorandum of Understanding and the amendment or modification so agreed shall constitute a part of this MOU.

- In case of joint research projects, the research findings, patents and all other intellectual ARTICLE - 5.0: 5.1 property rights (IPRs) shall be owned jointly by GU and CMFRI.
- In the case of independent research projects of CMFRI, the rights related to filing, securing and maintenance of patents shall be vested with CMFRI only. Similarly, in the 5.2 case of independent research projects of GU, the rights related to filing, securing and maintenance of patents shall be vested with GU only.
- The expenditure connected with securing and maintaining the Intellectual Property Rights shall be shared between the two institutes (CMFRI and GU), proportionally to their 5.3 respective intellectual, material and financial contributions in case IPR is jointly held.

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ARTICLE - 6.0: Separate Agreements

In addition, it is envisaged that each activity that the parties wish to pursue in accordance with the purpose of this MoU will be governed by terms and conditions to be separately negotiated and mutually agreed upon by both the parties through the signing of one or more subsidiary agreements.

ARTICLE - 7.0: Arbitration and Territorial Jurisdiction

In case of any dispute arising out of this agreement, the heads of the institutions shall endeavour to resolve such controversy or dispute through mutual discussions and in good faith. Any formal notice required to be given under this Agreement is properly provided in writing and sent to the party at its address as mention in the cause title above, or as otherwise designated by the party in accordance with this provision, and duly given or made on the date delivered in person. It has been agreed that the territorial jurisdiction of any dispute is restricted to Goa Courts only.

ARTICLE - 8.0: General

The parties to this MoU shall not be deemed to be in breach of this understanding or otherwise liable to any other party in any manner whatsoever for any failure or delay in performing or Initiating the activities proposed in this MoU.

ARTICLE - 9.0: Termination of MoU:

Notice of earlier termination shall be served by any Party upon thirty (30) days written notice to the other Parties.

Signed_ Vlun-Jahni

Prof. Varun Sahni Vice-Chancellor, GU Goa, India.

Witness

REGISTRIR

GOA UNIVERSITY

TALEIGAO GOA

Date 403 206

Dr. A. Gopalakrishnan
Director, CMFRI
Kochi, India.

Charayanatumer

(Signature)