



MEMORANDUM OF UNDERSTANDING

Between

**ICAR-Central Institute of Post-Harvest Engineering and Technology (ICAR-CIPHET),
Ludhiana, Punjab (through the Director)**

&

Panjab University, Chandigarh

This Memorandum of Understanding (hereinafter referred to as 'MoU') is made on this ^{18th} day of the month of ^{December} in the year **2024** by and between the **ICAR-Central Institute of Post-Harvest Engineering and Technology (ICAR-CIPHET)** of Indian Council of Agricultural Research (ICAR), New Delhi 110 001 with its headquarter at Ludhiana [hereinafter called **ICAR-CIPHET, Ludhiana/First party**], of **THE FIRST PART** and the **Panjab University, Chandigarh** [hereinafter called **PU, Chandigarh Second party**] of **THE OTHER PART**. The parties wish to establish a friendly relationship to promote and accelerate the programmes of academic cooperation, students training, exposure visits, post-graduate, and doctoral research. The parties have decided to enter into long-term collaboration in accordance with the provisions contained in the ICAR Guidelines vide Letter No. 2-8/2012-HRD dated 11th December, 2012 or as amended time to time.

Whereas the '**First Party**' is a nodal institute under the umbrella of ICAR to undertake lead research in the area of the post-harvest engineering and technology appropriate to agricultural production catchment and agro-industries. The institute is also engaged in human resource and entrepreneurship development related to post-harvest operations performed on-farm as well as off-farm to minimize the post-harvest losses and empower the rural community with additional income. The Institute has strong multidisciplinary scientific base with sufficient expertise in engineering and allied technology for carrying out research, providing technical services and knowledge services and generating relevant information for national level policies on post-harvest agriculture sector. There are two campuses of the institute, one at Ludhiana, Punjab and the other at Abohar, Punjab.

(Signature of First Party)

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(Signature of Second Party)


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Panjab University
Chandigarh


निदेशक / Director
भाकअनुप-केंद्रीय कटाई उपरान्त अभियानिकी
एवं प्रौद्योगिकी संस्थान, लुधियाना-141004 (भारत)
ICAR-Central Institute of Post-Harvest Engineering



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Whereas the 'Second Party', is a premier university known for imparting quality education in the area. Panjab University, Chandigarh established under the Panjab University Act VII of 1947 – enacted by the Government of India, offers opportunities for education in various undergraduate, post-graduate and doctorate degrees in various disciplines along with vocational and certificate courses.

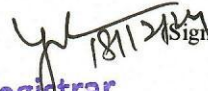
Article 1a: Scope (General)

The Parties, hereby, agree to promote the development of cooperation with their responsibilities as under:

- i) There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates, which shall be borne by the second party/ students themselves. The duration of exchange visits will be determined by mutual consent between both the parties.
- ii) All disciplines to which admission are made in the post-graduate programme by the second party shall be open for collaboration under this MoU, to which the research aspect proposed to be covered in the mandate of the first party.
- iii) Research instrumentation facility and other needed available facilities with both the parties must be made available for the research works **as per the norms of respective parties**. However, the costs of specific consumables will be borne by the respective organizations as per their norms.

Article 1b: Scope (Research specific)

- i) The Second party will recognize Scientists of the first party as recommended by its Director in accordance with the second party rules and regulations for guiding students.
- ii) Major Advisor shall be from second party, as per their guidelines. If student wish to conduct research at first party, then a Co-guide shall be from first party, for scientific guidance, laboratory and other facilities for research.
- iii) If the PG student research requires major collaborative input from the first party in terms of scientific guidance, laboratory facility, and field facilities for research, the major guide/additional major guide shall be from first party.


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- iv) The Co-guide/Major guide/ additional major guide from first party shall be fulfilling the second party requirements for guiding post-Graduate students/ Doctoral scholars. In such cases, Co-guide shall be from second party.
- v) The first party **scientific or technical staff** persons pursuing their Ph.D. degrees, if any in these two parties; after completing their Ph.D. course work may be allowed to do their research work at the institute where they are posted.
- vi) The post-graduate/ doctoral research will be planned in common research programmes and/or projects restricted to mandates of the first party.
- vii) Based upon the research work carried out at first party if the PG student applies for any fellowship and the same is awarded and there is some provision of faculty exchange. The priority will be given to the faculty of the institute where a major part of the research work has been carried out.

Article 2. Management

- 2.1 Director of the First party and the Vice-Chancellor of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

Article 3. Exchange of Information

- 3.1 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 project descriptions entered pursuant to this MoU.
- 3.2 Each party in joint projects shall be given the right to use, disclose, publish or disseminate information for any and all purposes with mutual consent except the IPR terms mentioned in this MoU.
- 3.3 Any new developed technology will be taken up for commercialization or adoption under the supervision of Director, first party (in case major work is done at first party) and Vice-Chancellor or concerned authority nominated (in case major work is done at second party) with assistance/ cooperation of both the parties.

Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate based on race, sex, age, caste or religion.

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Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.

- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds. Shall comply with the regulations and policies of the First party and the Second party.
- 4.3 If, any disagreements at the operating level of this MoU period 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.

Article 5. Admission and Fees

- 5.1 All those **employees of First Party**, who wish to register as trainees or for Master/Doctoral programme under this MoU must have admission at the Second party. The allocation of Major Guide/Co-guide/ Additional Major Guide/Advisor/Chairman/Co-chairman would be governed by the guidelines of the second party and association of first party governs as per ICAR guidelines.
- 5.2 The number of student(s) of **Second party to be enrolled with First party for training/research** at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the first party.
- 5.3 Admission, Course work and the award of degrees will be the as per guidelines of the Second party. The student shall complete the course work in the second party, as per approved academic programme and research work shall be decided in consultation with the Major Guide/Co-guide/Additional Major Guide at first party. Based on that, the research may be carried at first party place.
- 5.4 Fees will be charged from the student(s) **from Second party** by the First party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions vide Letter No. 2-8/2012-HRD dated 25.04.2014 or revised guidelines if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However, a student registered with a Second party, outside NARS, will deposit fee of Rs. 10,000/- for training duration of 3 months (not leading to a degree/dissertation) and Rs. 30,000/- per semester (six months) for training research, dissertation exceeding three months. Any

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changes in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.

- 5.5 If, a student registers with second party by qualifying through competitive mode of ICAR's All India Entrance Examination for Admission to Master's /Ph.D. and is awarded fellowship for pursuing Master's or Doctoral degree programme by any sponsoring institution [e.g. ICAR-JRF/ ICAR-SRF/ CSIR-UGC-JRF/ CSIR-SRF, etc], the contingency grant awarded to the student may be transferred to the institution where major part of the research work would be carried out and regulated by the provisions contained in the guidelines of sponsoring institution.
- 5.6 Students of second party visiting the first party apart from the research works, will not charge any fee except hostel accommodation charges.
- 5.7 The respective institutes will bear the expenses of TA/DA of the Teachers/Scientists visiting Ludhiana/Chandigarh or any other place and the students will bear their own expenses.
- 5.8 The research student(s), performing research work at First party, shall be required to submit 'No Dues Certificate' from Major Guide/Co-guide/Additional Major Guide of first party before the submission of thesis.
- 5.9 A copy of the thesis/dissertation will be provided to the First Party after the award of the degree by the Second party.
- 5.10 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

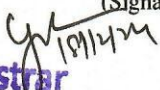
Article 6. Publications

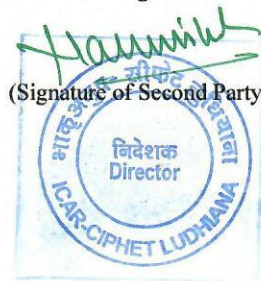
- 6.1 The student would invariably be the senior/ first author for any kind of publications arising out of the research work conducted at both the parties followed by Major Guide/Co-guide/ Additional Major Guide. The names of additional co-authors, depending upon their contribution in the research work, may be decided by mutual consent between the student and Major Guide/Co-guide/ Additional Major Guide. However, due credit shall be given to the authors in each publication arising out of the research work.

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Article 7. Intellectual Property Rights

- 7.1 The student will be expected to protect the Intellectual Property Rights (IPR) generated or likely to be generated during his/her research work. Intellectual property and benefits arising out of commercialization of technologies generated out of co-operation under this agreement shall be jointly shared by both the parties.
- 7.2 The Second party shall ensure protection of the IPR generated or likely to be generated during the student's research work.
- 7.3 In filing of IPR, **the first applicant will be the party where the student has registered** however the **other** party shall be the second applicants for IPRs and the students and Major Guide/Co-guide/ Additional Major Guide shall be included as the inventor/breeder/author/co-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 filing expenses, management and benefits sharing shall be mutually decided in each case.
- 7.4 Both the parties shall maintain the confidentiality of the research work, its techniques, and prominent outputs during the research operation time.

Article 8. Entry into effect, modification, and termination

- 8.1 The MoU shall be effective from the date of its signing by both the parties and shall remain in operation for ten years. After completing the duration, based on the mutual consent from both the parties the MoU shall be renewed/ updated. In any case the parties wish to terminate, then notification must be given to the other party at least six months in advance from the effective date of termination.
- 8.2 The parties to this MoU may, by mutual consent, add, modify, amend or delete any word, phrase, sentence, or article in this MoU at any time during the operation of MoU. Based on the modifications wish to done, the written MoU shall be revised, verbal amendments will not considered.
- 8.3 The termination of this MoU shall not affect the validity or duration of specific collaborative programmes already being undertaken thereunder, unless decided otherwise by the parties by mutual consent.



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

Article 9. Governing Law/ Arbitration

9.1 The parties would act strictly according to the relevant provisions of law while implementing this MoU. In case of any dispute that may crop up during execution of MoU, the matter would be settled through arbitration by referring it to a committee appointed by the mutual decisions of Director, ICAR-CIPHET and Vice-Chancellor, PU. In case of any dispute, claim or controversy between both the parties, the jurisdiction shall be Ludhiana or Chandigarh courts.

9.2 This MoU shall have no financial liability on Panjab University Chandigarh

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 two Parties hereunto signed this Memorandum of Understanding and agreed to all the terms on the dates indicated below:

<i>Handwritten Signature</i> SIGNED and DELIVERED by the	<i>Handwritten Signature</i> SIGNED and DELIVERED by the
For and on behalf of ICAR-CIPHET, Ludhiana (First party)	For and on behalf of PU, Chandigarh (Second party)
The Director ICAR-Central Institute of Post-Harvest Engineering and Technology P.O-PAU Campus, Ludhiana-141004, Punjab	The Registrar Panjab University Sector 14, Chandigarh, U.T. - 160014
Dr. Nachiket Kotwaliwale Tel No.0161-2308669; 2313105 Email: director.ciphnet@icar.gov.in Date : _____	<i>Handwritten Signature</i> Prof. (Dr) Y P Verma Tel: 0172-2541716; 0172-2534867 E-mail: regr@pu.ac.in Date : _____
In the presence of witness 1. <i>Handwritten Signature</i> 2. <i>Handwritten Signature</i>	In the presence of witness 1. <i>Handwritten Signature</i> Prof. S. Sehgal, VIET 2. <i>Handwritten Signature</i>

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