

# MEMORANDUM OF UNDERSTANDING

BETWEEN

KAMDHENU UNIVERSITY

AND

VEER NARMAD SOUTH GUJARAT UNIVERSITY

FOR

PROMOTION OF INTER-INSTITUTIONAL COLLABORATION  
INCLUDING FACULTY AND STUDENTS RESEARCH AND TRAINING

## PREAMBLE

The Kamdhenu University (hereinafter referred to as KU, and the expression shall include all its present and future Units) was established by the Government of Gujarat, vide Gujarat Act No. 9 of 2009. The University is established and incorporated by the State Government as teaching and affiliated University for the development of Veterinary and Animal Sciences and for furthering the advancement of learning, conducting of research and dissemination of findings of research and other technical information in Veterinary and Animal Sciences including Dairy, Fisheries and Allied Sciences. Kamdhenu University has its Headquarters at Karmayogi Bhavan, Block-1, Wing B1, 4<sup>th</sup> Floor, Wing B-1, Sector 10A Gandhinagar, Gujarat-382010, India, represented by the Vice Chancellor. Kamdhenu University has four Veterinary (Anand, SKNagar, Navsari and Junagadh), four Dairy (Anand, SKNagar, Amreli and Mehsana-Affiliated) and two Fisheries (Veraval and Navsari) Colleges along with related Research Stations and Livestock Farms. The Department of Animal Biotechnology in Veterinary College, Anand is of national repute.

Veer Narmad South Gujarat University (hereinafter referred to as VNSGU, and the expression shall include all its present and future Units). VNSGU has its Headquarters at Post Box No. 49, Udhna Magdalla Road, Surat, Gujarat-395007, India. VNSGU has endeavoured to be an institution of excellence in higher education since its existence, keeping in view the regional needs and the emerging trends in the global scenario. A semi-urban University located at Surat city, the University has a campus spread over 210 acres. The University, re-accredited 'A' grade with 3.02 CGPA by the National Accreditation and Assessment Council in 2017, is also accredited with 'B++' grade with 2.90 CGPA under Academic and Administrative Audit (AAA) by Knowledge Consortium of Gujarat, Education Department, Government of Gujarat in 2016. The University was originally established under the South Gujarat University Act, 1965 passed by the Gujarat State Legislative Assembly. It became functional from the academic year of 1966 and was incorporated as University on 23<sup>rd</sup> May 1967. Recognized by the University Grants Commission in 1968, it was renamed as Veer Narmad South Gujarat University in 2004 after the great Gujarati poet Narmad, Narmadshankar Lalshankar Dave. The mandate of the University is to meet the developmental needs of the seven districts and two Union Territory in the region and attempts at realizing their potential in every walk of life ranging from technology, business, industry and commerce to language, culture, and fine arts. The basic objectives of the University as envisaged by the University Act are:

The jurisdiction of VNSGU extends to the seven Districts of Surat, Navsari, Valsad, Narmada, Dangs, Bharuch and Tapi and the Union Territory of Daman and Dadra and Nagar Haveli of Gujarat. There are 25 Postgraduate Departments / Institutes on the University campus that offers 95 programmes with multiple specializations including 19 M.Phil and 19 Ph.D. programmes. VNSGU has 34 Government, 59 Grant-in-aid and 190 Self-financed Colleges and 104 Postgraduate

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Teaching Centres (subject-wise) attached to affiliated colleges. The University offers 36 Postgraduate, 4 Graduate, 3 Integrated and 9 PG Diploma and 05 Certificate programmes including self-financed programmes with semester credit based system at University campus. In its Postgraduate Departments, more than 4000 students are studying on the campus. Considering these factors and the mutual interest KU and VNSGU, extended hands for collaborative efforts with each other under a Memorandum of Understanding (MoU).

Understanding the scope of collaborative participation in various programmes, to be mutually agreeable in future, KU and VNSGU sign this MoU for jointly undertaking various programmes, in the field of Veterinary, Dairy, Fisheries and Allied Sciences including Panchgavya, with the following terms and conditions and agree to carry out their respective responsibility as detailed in the MoU.

#### ARTICLE-I

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

1. Scientists from VNSGU can act as the Co-Advisor/External Advisor in students' Masters and Doctoral research and *vice versa*.
2. Any Scientist of VNSGU/KU fulfilling the qualifications/requirements as such for Masters or PhD Co-Advisor/External Advisor as prescribed in VNSGU/KU may be appointable by the Director of Research, VNSGU/KU as per recommendations of the departmental PhD Committee, depending upon the topic of research for thesis and agreed to by the Students' Advisory Committee and Head of the concerned Department.
3. The facilities available at both the places (KU and VNSGU) would be utilized on bilateral basis. All the research, extension, library etc., facilities meant for the faculty of VNSGU/KU would be made available for the scientists of VNSGU/KU, as agreed by the VNSGU/KU.
4. The help rendered by VNSGU/KU will be properly acknowledged in the thesis and any publication/award/patent emerging out of the research work by students/staff in collaboration with VNSGU/KU will be jointly shared.
5. The research conducted at VNSGU would be the property of VNSGU and *vice versa*.

#### ARTICLE-II

KU and the VNSGU, may name any member of their staff to develop suitable work plan of the any collaborative area including joint trainings and Certificate Courses.

#### ARTICLE-III

Intellectual property, research publications and benefits arising out of commercialization of technologies generated out of co-operation under this agreement shall be jointly owned/ shared by KU and VNSGU as per ICAR/UGC guidelines.



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#### ARTICLE-IV

A joint Follow-Up Committee will be set up with representatives from both parties to meet periodically to follow up the execution of this MoU and suggest necessary measures for its development.

#### ARTICLE-V

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.

#### ARTICLE-VI

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 jointly appointed by both parties.

IN WITNESS WHEREOF, the two Parties here into signed this Memorandum of Understanding on the dates indicated below:

#### ARTICLE-VII

In the event of any dispute in interpretation, difference of opinion with regard to performance of any obligation hereunder by either party of the terms of the MoU or any agreement/s resulting out of this MoU, the parties hereto shall use their best efforts to settle such disputes or differences of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing within one month of the existence of such question, dispute or difference of opinion and the same shall be referred for adjudication by a Sole Arbitrator to be appointed on mutual consent, whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Arbitration & Conciliation Act, 1996 and rules framed there under or any statutory modification thereof for the time being in force.

The Language of Arbitral proceedings shall be English and the cost of the Arbitration shall be shared by both the parties.

#### ARTICLE-VIII

This MoU shall become effective on the date it is signed by the parties and shall be valid for five years extendable up to another five years. Both parties shall review the status of the MoU at the end of every two year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. 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 at least six months in advance from the effective date of termination.

In case of both the parties not able to implement any terms and conditions of this Agreement due to fire, flood, earthquake or similar element of nature or act of God, war terrorism, civil disorder, act of Government authorities or other events beyond the reasonable control, both

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*Datta*

the parties shall communicate to the authority of other party which can seek all reasonable alternative means for implementation of the terms and conditions had the force majeure event had not prevented them.

This Agreement overrides any prior discussion, correspondence, understanding that may or may not have taken place by and between the parties.

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.

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. The terms and conditions related to confidentiality shall survive even after termination of this MoU.

Signed and executed on \_\_\_\_\_ by the Kamdhenu University, Gandhinagar and Veer Narmad South Gujarat University, Surat for a period of **five years** with the official signatory and company seals of both the parties affixed here below:

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).

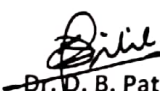
IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

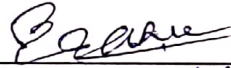
The authorised signatories have set their respective hands on the day first mentioned hereinabove.

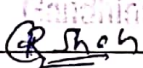
#### Signature & Seal of the Parties


#### Signature of the Witness





  
**Dr. P. B. Patil**  
Director of Research & Dean PG Studies  
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Karmayogi Bhavan, 4<sup>th</sup> Floor,  
Wing B-1, Sector 10A,  
Gandhinagar, Gujarat-382010, India

1. Witness  
Signature:   
Name: DR. B.P. BRAHMKSATRI  
Designation: Registrar  
Address: Kamdhenu University,  
Gandhinagar

2. Witness  
Signature:   
Name: Dr. Rohit G. Shah  
Designation: Associate Director of Research  
Address: Kamdhenu University  
Gandhinagar

  
**Dr. Jaydip Chaudhari**  
I/C. Registrar  
Veer Narmad South Gujarat University  
Post Box No. 49, Udhna Magdalla Road  
Surat, Gujarat-395007, India

1. Witness  
Signature:   
Name: Jitendra Singh K. Parmar  
Designation: ASSI-Regional Director, BFDU  
Address: Surat

2. Witness  
Signature:   
Name: Dr. R.K. Patel  
Designation: Professor  
Address: VNSGU, Surat