

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
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 For Whom..... MANG

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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

ICAR- INDIAN INSTITUTE OF WATER MANAGEMENT (IIWM), Bhubaneswar

AND

KRISHNA UNIVERSITY, Machilipatnam, (KRU), Andhra Pradesh

**For implementation of "AGRI-CONSORTIA RESEARCH PLATFORM ON WATER"
 on "Development and Management of Surface Water Resources and Soil Moisture in
 Different Agro-ecological Regions of India using Geoinformatics and Nano Technology"**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 27th day of the month of January in the year 2022 by and between the **ICAR-Indian Institute of Water Management** having its office located at Chandrasekharapur, Bhubaneswar- 751023 represented by the Director, which term and expression shall mean Administrator [hereinafter called "ICAR-IIWM"/First Party], a constituent Research Institution of the Indian Council of Agricultural Research, Department of Agricultural Research & Education (DARE), Ministry of Agriculture & FW, Krishi Bhawan, New Delhi-110001 on the ONE PART and the **Krishna University** having its office located at Machilipatnam represented by its Vice Chancellor/Registrar or his authorized representative/members which term shall mean and include Executors, Administrators [hereinafter called "KRU"/Second Party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as Parties).

WHEREAS the second party (KRU), having submitted to the First Party (IIWM) that they have the required professional skills, personnel, technical and infrastructural resources, have agreed to provide technical services as required for carrying out the activities of the above research project on the terms and conditions set forth in this MoU;

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**REGISTRAR
 KRISHNA UNIVERSITY
 RUDRAVARAM (V)
 MACHILIPATNAM - 521 004**

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 RUDRAVARAM (V)
 MACHILIPATNAM - 521 004
 ANDHRA PRADESH, INDIA**

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this MoU:
 - Signed Technical proposal submitted by KRU with detail technical activities, outputs, deliverables etc. attached hereto as Annexure-I
2. The Principal Investigator, (Dr. M.V. Basaveswara Rao) and the Personnel of KRU shall not, either during the term or within two (2) years after the expiration of this MoU, disclose any proprietary or confidential data, information relating to the project, or the IIWM's research activities or operations without the prior written consent of ICAR-IIWM, Bhubaneswar.
3. KRU shall obtain the ICAR-IIWM's prior approval in writing before taking any of the following actions:

Entering into a sub-MoU for the performance of any part of the services, it being understood that the selection of the Sub-PI and the terms and conditions of the sub-MoU shall have been approved in writing by ICAR-IIWM prior to the execution of the sub-MoU, and (ii) that the PI shall remain fully liable for the performance of the Services by the Sub- PI and its Personnel pursuant to this MoU;

4. Documents Prepared by KRU to be the Property of ICAR

All project outputs like any maps, thematic outputs, reports, Atlas, flow charts, algorithms, DSS, manuals, guides, teaching aids, reports and other documents, decision support system (DSS), and software including source code for such software, hardware, any product (nano) etc., where it is developed under this MoU by KRU from this project shall become and remain the property of ICAR, and KRU shall, till the termination or expiration of this MoU, deliver all such documents, DSS and software, products etc. to ICAR-IIWM, together with a detailed inventory thereof. KRU may retain a copy of such documents and software. These materials should not be used for any commercial purpose without the written consent of ICAR-IIWM.

5. Publication

Due authorship to be provided to all PIs and Co-PIs who had contributed to the work for all type of publications made out of this project work. In all the publications, there should be an acknowledgement of funding by ICAR.

6. Annual Report

The period of reporting for annual report is from 1st January to 31st December (Calendar year) of every year. KRU has to submit the Annual progress report regularly every year within one month of the end of calendar year (by 31st January of every year). However, the financial year is from 1st April to 31st March of next year for budget utilization.

7. Removal and/or Replacement of Personnel

Except as ICAR-IIWM may otherwise agree, no changes shall be made in the Key Personnel (PI & Co-PIs). If, for any reason beyond the reasonable control of KRU, it becomes necessary to replace any of the Key Personnel, the KRU shall forthwith provide as a replacement a person of equivalent or better qualifications and inform ICAR-IIWM, Bhubaneswar in writing.

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8. KRU should abide by the following financial rules.

- All the expenditure should be done in PFMS (Public Financial Management System) platform.
- Procurement should be made following GFR (General Financial Rule of Government of India).
- Utilization Certificate for the amount expended should be submitted periodically, failing which further funds will not be released. The financial year is from 1st April to 31st March of next year (one year period) and the Audited Utilization Certificate (AUC) needs to be submitted on or before 31st July of every year for the preceding financial year. However, provisional Utilization Certificate (UC) and head wise Statement of Expenditure (SoE) needs to be submitted by 15th April for inclusion of expenditure in the Annual account.
- ICAR or ICAR-IIWM has the authority to audit the accounts of KRU with respect to this project as per rule as and when required

9. Release of fund

The progress of the work will be reviewed by coordinating unit at ICAR-IIWM, Bhubaneswar and project review monitoring committee from time to time. The funds will be released after proper evaluation of physical progress by the committee.

10. Settlement of Disputes

• Amicable Settlement

Both the Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MoU or its interpretation. All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

• Dispute Settlement

In case of any dispute and/or any difference of opinion, the same shall be amicably settled in a meeting between the Director, ICAR-IIWM, and the PI, or any other appropriate authority of KRU, ~~New Delhi~~. In case of non-settlement of the dispute, the case shall be referred to DDG-NRM/ DG, ICAR, New Delhi, whose decision shall be final and binding for both the parties.

11. Intellectual Property Rights (IPR):

The Second Party (KRU) is expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during this research work. The ICAR as the first applicant (for its institute) and the Second Party shall be the joint applicants for IPRs and the researchers and involved scientific staff shall be included as the inventor/breeder/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 management and benefits sharing shall be mutually decided in each case.

12. The mutual rights and obligations of the ICAR-IIWM and the KRU shall be as set forth in the MoU, in particular:

- a. KRU shall carry out the Services and research works in accordance with the provisions of the MoU; and
- b. ICAR-IIWM shall make payment to KRU in accordance with the approved budget by ICAR.

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13. Entry into effect, modification and termination of MoU

This MoU shall become effective on the date it is signed by the parties and shall be valid for the entire duration of the project period and/or till the achievement of objectives/deliverables of the project. The MoU may be amended by mutual written agreement by both the parties or their authorized representatives whenever necessary 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.

All joint activities under the project not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU. Neither party shall be liable for any indirect or consequential damages. Each Party's liability under this MoU shall be limited to an amount no greater than the project cost under this MoU.

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 the terms contained herein.

For and on behalf of KRU, Machilipatnam,
Andhra Pradesh
Signed:

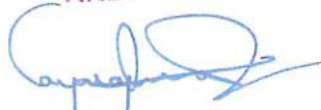
For and on behalf of ICAR-IIWM,
Bhubaneswar
Signed:

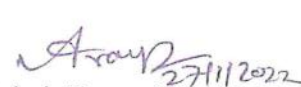
(Dr. Ram Reddy)
In the capacity of the Registrar, Krishna
University, Machilipatnam, AP


(Dr. Atmaram Mishra)
In the capacity of the Director, ICAR-IIWM,
Bhubaneswar, Odisha


In the presence of
MACHILIPATNAM - 521 004
ANDHRA PRADESH, INDIA


In the presence of:


1. Signed: 
Designation: Administrative Head

1. Signed: 
(Dr. Ashok Kumar Nayak)
Designation: Administrative Officer (I/C)

2. Signed: 
Designation: Finance & Accounts Head

2. Signed: 
(Mr. Janaradan Biswal)
Designation: Finance & Accounts Officer

3. Signed: 
(Dr. M.V. Basaveswara Rao)
Designation: Principal Investigator of
KRU, Agri-CRP on Water, ICAR
Department of Chemistry
Krishna University
MACHILIPATNAM

3. Signed: 
(Dr. Susanta Kumar Jena)
Designation: Coordinator, & Principal
Investigator, Agri-CRP on Water-Theme-1


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