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Description of Document

Article 5(h) Agreement (not otherwise provided for)

Description

FOR MOU

Consideration Price (Rs.)

(Zero)

First Party

NATIONAL DAIRY DEVELOPMENT BOARD

Second Party

BHAIKAKA UNIVERSITY

Stamp Duty Paid By

NATIONAL DAIRY DEVELOPMENT BOARD

Stamp Duty Amount(Rs.)

300

(Three Hundred only)





KC 0035186261

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In case of any discrepancy please inform the Competent Authority.





MEMORANDUM OF UNDERSTANDING

BETWEEN

Bhaikaka University, Karamsad, Anand Gokal Nagar, Karamsad, Anand, Gujarat 388325

AND

NATIONAL DAIRY DEVELOPMENT BOARD (NDDB)

PB No. 40, Anand 388 001, Gujarat.

FACILITATING COLLABORATIVE FIELD RESEARCH, EDUCATION, TRAINING AND EXTENSION ACTIVITIES

This Memorandum of Understanding is made on this 28th day July. Two Thousand and Twenty-Two at Anand between

Bhaikaka University, a private University under the Gujarat Private Universities Act, 2009 and having its office at Bhaikaka University, Gokalnagar, Karamsad - 388325 (hereinafter referred to as "Bhaikaka University/BU" which expression shall unless the context otherwise admits, include its successors and assignees) represented through Da. Harish. the Party of the FIRST PART.

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AND

National Dairy Development Board, a body corporate constituted under an Act of Parliament viz. the National Dairy Development Board Act, 1987 (Act No. 37 of 1987), having its Head Office at NDDB Campus, Opp. Jagnath Mahadev Mandir, Khetiwadi Road, Anand – 388 001 in the State of Gujarat (hereinafter referred to as the "NDDB",

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"BU" and "NDDB" shall hereinafter be collectively referred to as "the Parties" and individually referred to as "the Party"

WHEREAS NDDB promotes, plans and organises programmes for the purposes of development of dairy and other agriculture based and allied industries and biologicals on an intensive and nationwide basis and renders assistance in the implementation of such programmes and facilitates research and promotional activities in the fields of dairying, animal husbandry, agriculture and horticulture.

AND WHEREAS, in furtherance to such mandate as mentioned hereinabove, NDDB has approved a "Disease Control Through Alternate Methods" as a part of its special studies activities in 8 states from April 2022 to March 2025; Under this project, along with animal disease control, "One Health" concept also being introduced. "One Health" is an approach that recognizes that the health of people is closely connected to the health of animals and our shared environment.

AND WHEREAS, research in the field of "One Health" is required to minimize the disease transmissibility from animal to human and vice-versa.

AND WHEREAS "Bhaikaka University" is involved in patient care, teaching, research and extension activities on human health. And NDDB approached BU to provide support to NDDB for the matters related to human sample collection and advisories.

AND WHEREAS, Bhaikaka University and NDDB have agreed in principle for mutual cooperation in field research, training and extension activities between the two institutions to work on one health activities specially on diseases having zoonotic significance in animals, hence, this Memorandum of Understanding.

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES, AS UNDER

Article-I

The Bhaikaka University & NDDB will collaborate on;

 Field research and extension activities in areas of mutual interest such as zoonotically significant diseases in animals.



- Collaborative work on Training of staff for human sample collection and alike activities in NDDB's ongoing "Disease Control through Alternate Methods" Project.
- Collaborative effort for epidemiological study on one health Concept.

Article-II

Roles and Responsibility of both the parties are as under

Bhaikaka University shall facilitate the following:

- Make available the facilities like laboratories, library and consultation with expert scientists etc., to the NDDB Project officers/scientists.
- BU will facilitate for training/workshops to the officers/scientists of the parties for project work/ research studies.
- Will arrange for required ethics committee approval if any

Article-III

The NDDB shall facilitate the following:

- Developing joint research proposals in the areas of One Health.
- Providing platform for students and researchers for carrying research relevant to field issues in dairying.
- Any other approach which promotes productivity of cattle and buffaloes in India.

Article -IV

- The MOU between two institutions may be supplemented by Agreement with detailed work plans to be developed jointly which describe more specifically the activities to be carried out under this collaborative programme and other obligations and responsibilities of each party including costs and other financial aspects.
- NDDB and Bhaikaka University may constitute a Joint Committee to monitor the progress of the activities carried as agreed between the two institutions in general and to ensure proper and effective implementation of this MOU.
- Other details as agreed upon by the parties shall be effective by exchange of letters between the NDDB and Bhaikaka University and as such letters shall form part of this MOU.

Article -V

The benefits such as improved technology, materials, machinery, designs, techniques, and awards accrued or arising from these collaborative efforts may be used by either or both the parties with due recognition of each party's contribution with mutual understanding.

• The results from this collaborative research may be used by either or both the parties with due recognition of each party's contribution with mutual understanding.

Article -VI

This understanding shall be in effect initially for a period of 5 (five) years from 1st June 2022 and may be renewed thereafter on mutually agreed terms and conditions. Either party may terminate this MOU by written notice sent to the Signatory of this MoU. Such notice must be sent by either party three months prior to the effective termination date. However, no such termination shall adversely affect any Continuing program/research and/or project under this MOU for its completion.

The MoU does not, in and of itself, oblige either NDDB or Bhaikaka University, to any financial commitment in explicit or implied manner mentioned herein above. Such obligations, if any, shall be made as part of the specific proposals and other project plans, which may be developed under such separate agreement/s between NDDB and Bhaikaka University for specific projects.

General conditions:

- Both the parties subscribe to the policy of equal opportunity and will not discriminate on the basis of gender, age, disability, race, color, region, marital status, veteran's status, national or ethnic origin, or sexual orientation.
- The outcome of any new research finding, invention or process and publications etc. arising out of joint effort / works / research of visiting students and academic staff will be shared equally by both the institutions in terms of patent, copy right, industrial design, geographical indicator registry, etc.
- The travelling and lodging expenses of the officers, visiting students and academic staff who are visiting the party will be borne by their respective institutions.
- If the service of an expert identified as the resource person from either of Institutions is required, the travel and logistic support has to be borne by the Institution inviting the resource person.
- The transfer of information, faculty or staff for education, research or related activities shall be proposed by both institutions through their faculties and units, in consultation with and approval of the appropriate institutional authorities and shall be the subject of separate document.
- Exchange of faculty for guiding the research programs on one health.
- All specific projects, to which this Memorandum of Understanding may lead, shall be evaluated on a regular basis by the designated authorities of both

institutions. For conditions of the linkage and terms of understanding not covered by this Memorandum of Understanding or for problems which arise while the exchange agreement is in effect, both parties agree to refrain from unilateral action, to consult with each other and to negotiate on mutually agreeable decisions.

The cost involved, if any, will be borne by the parties independently in full-

filling their respective obligations.

AMMENDMENT

Any amendment to the MoU can be carried out only after prior written consent of both the Parties to this MoU. Such amendments may be carried out by exchange of letters by the executants of this MoU wherein such letters shall form integral part of this MoU.

INDEMNITY

Each Party, hereby agrees that it shall be liable for and indemnify and hold harmless, the other party against all losses and all other liabilities, that other party may incur or suffer, as a result of or in connection with any breach of the terms and conditions of this MoU.

FORCE MAJEURE

Each party hereto shall be excused from the performance of its obligation due to force majeure event/s after serving due notice to the other party. "Force Majeure" includes cause beyond control of any party, including without limitations, act of God, war, civil commotion, destruction of office facilities or material by fire, earthquake, flood or storm, terrorism, epidemics and failure of public utilities.

This MoU does not create any relation of employer-employee, principal -agent but executed on principal-to-principal basis between the parties to this MoU.

JURISDICTION

In the event of any dispute in the interpretation of the terms of the MoU or difference of opinion between the parties on any point in the MoU arising out of or in connection with this MoU or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference 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 to the adjudication of sole arbitrator to be appointed by NDDB whose decision in the matter shall be final and binding on the



parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. The language of the arbitration shall be in English only. The venue of such arbitration shall be Anand (Gujarat) and courts at Anand alone shall have jurisdiction regarding any matter arising out of this MoU.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN

Sealed, Signed and	Delivered	Sealed,	Signed	and	Deliv	ered	by
by Dr. Harish Desai	Registrar,	Dr.	RO Gup	ta	on	behalf	of
Bhaikaka University							
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REGISTRAR	Ĉ.	3	wife				
BHAIKAKA UNIVERSITY							
KARAMSAD	-						
In the Presence of:		In the	Presence of:	۸.			
1. Dr syman singh	o'	1. Dr. 1	I.V. HARI KUMA	r V	m'L.		
2. N. M. Panchal		2. DR PA	NKAJ DUTTA	RAID_	-		
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