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Account Reference	: IMPACC (IV)/ dl1026203/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL102620394518848602084V
Purchased by	: SPU IARI NEW DELHI
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SPU IARI NEW DELHI
Second Party	: SGT UNIVERSITY BADLI ROAD GURUGRAM HARYANA 122505
Stamp Duty Paid By	: SPU IARI NEW DELHI
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line -----
AGREEMENT FOR COLLABORATION

1.1.1 THE AGREEMENT

1.1.1 This agreement is made on the 30/05/2023... (the 'Effective Date')

BY AND BETWEEN

ICAR-Indian Agricultural Research Institute, New Delhi- a constituent unit of the Indian Council Agricultural Research(ICAR); located at I, Rajendra Prasad road, Krishi Bhawan, New Delhi (a society under the Societies Registration Act, 1860, having its administrative office at PUSA Campus, New Delhi- 110012 (INDIA), through its Director; herein after referred to as "IARI"/"INSTITUTE") (which expression shall unless repugnant to the context mean and include its legal representatives, successors and assignees), of the first part.

डॉ. विश्वनाथन चिन्नुनामी / Dr. Vishwanathan Chinnusami
संयुक्त निदेशक

2. The authenticity of this Stamp Certificate should be verified at www.shcfe.stamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

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AND

SGT University is a private university which came into existence by the Haryana Private Universities (Amendment) Act No. 8 of 2013 and situated on Badli Road, Gurugram, Haryana 122505 (INDIA); through its Registrar, hereinafter referred to as "SGT"/ "UNIVERSITY" (which expression shall unless repugnant to the context mean and include its legal representatives, successors and assignees) of the second part.

1.2 PREAMBLE

- 1.2.1 WHEREAS, the INSTITUTE and the UNIVERSITY together shall be referred as Parties.
- 1.2.2 WHEREAS the INSTITUTE is a premier centre for agricultural research, soil and fertilizer research, instrumental in developing several technologies, machines, tools, high-yielding varieties of almost all the major crops, promoting agriculture mechanization in the country.
- 1.2.3 WHEREAS the UNIVERSITY is established by Government of Haryana Private Universities (Amendment) Act No. 8 of 2013; and is the premier agriculture, high yielding varieties and seed production Institution and is known for its quality, education and research on various aspects of animal health and production including disease diagnosis providing advisory and extension services through scientific knowledge and expertise.
- 1.2.4 WHEREAS the UNIVERSITY and the INSTITUTE has jointly formulated a quality seed production programme.

Now therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1.3 SCOPE OF THE AGREEMENT

- 1.3.1 The agreement details the terms and conditions, responsibilities and obligations, regular exchange of information, innovation, knowledge, technological developments, management programs and skill development, terms of publication of research output of the INSTITUTE and the UNIVERSITY pertaining to the work undertaken.

1.4 OBJECTIVES OF THE AGREEMENT

- 1.4.1 This AGREEMENT is signed between the INSTITUTE and the UNIVERSITY to use the necessary expertise and scientific human resource of the INSTITUTE; and land and other inputs like water, fertilizers, unskilled and/or skilled laborer and machinery for field preparation, sowing, inter-cultural operations, harvesting, and transportation (to Delhi) facilities available with the UNIVERSITY for the production of seed of desired quality, as mutually agreed between the two parties.

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1.5 ROLES AND RESPONSIBILITIES

1.5.1 THE INSTITUTE

- 1.5.1.1 The INSTITUTE shall undertake the quality seed production programme as per the protocol jointly made with the UNIVERSITY to the AGREEMENT.
- 1.5.1.2 THE INSTITUTE will decide about the crop, varieties, and class of seed to be produced in the beginning of the season.
- 1.5.1.3 Nucleus/Breeder seed will be provided by the INSTITUTE on regular payment of prescribed fees.
- 1.5.1.4 Scientific and technical staff will visit the UNIVERSITY farm regularly to suggest different operations required to be taken up from time to time in quality seed production, on the basis of a pre-defined planned based on, mutual agreements.
- 1.5.1.5 Seeds with desired quality as mutually agreed between the INSTITUTE and the UNIVERSITY will be taken by the INSTITUTE in buy back arrangement with the payment of 60% of seed sale price at IARI for that particular class of seeds of particular variety, upon delivery at the INSTITUTE or as decided mutually to be distributed from the UNIVERSITY site for which the sale counter/store space shall be provided by the UNIVERSITY.

1.5.2 THE UNIVERSITY

- 1.5.2.1 The UNIVERSITY shall undertake the quality seed production programme as per the protocol jointly made with the INSTITUTE to the AGREEMENT, ensuring minimum workforce of one agronomist at each location.
- 1.5.2.2 The UNIVERSITY shall demarcate TWENTY FIVE (25) acre of land at the UNIVERSITY site in consultation with the INSTITUTE to begin within the first year 2023-24. Depending on irrigation systems at Research Station/ Farm, and approach the area could be increased to 50 acres.
- 1.5.2.3 The UNIVERSITY shall transport the harvested and dried seeds to the designated facilities available in the INSTITUTE and the cost incurred for transportation shall be borne by the UNIVERSITY.

1.5.3 MONITORING COMMITTEE

- 1.5.4 The INSTITUTE may constitute a coordination committee with mutual agreement to monitor and review the progress and the committee, may include
- a. One nominee of the INSTITUTE
 - b. One nominee the signatory UNIVERSITY

1.5.5 PUBLICATION

The collaboration result if published in a journal or newsletter or the likes, shall be with explicit reference of the portion of work done by or under the parties.

1.5.6 INTELLECTUAL PROPERT RIGHTS (IPR(s))

1.5.7 The IPRs shall vest with the INSTITUTE (hence ICAR) in case the major part of the research work is carried out by the faculty/SRF(s)/JRF(s)/or any student or technical staff(s) at the INSTITUTE.

1.5.8 In the event of equal AGREEMENT of work being carried out at both the UNIVERSITY and the INSTITUTE, IP(s) and IPR(s) generated will b shared in proportion following the ICAR Guidelines for Intellectual Property Management and Technology Transfer Commercialization as amended from time to time.

1.5.9 The INSTITUTE will hold the right to disclose or publicize the research outcome to media in any form as may deemed appropriate within the mandate and guidelines and will jointly publish any outcome on the respective contribution; the UNIVERSITY shall not disclose or publicize the research outcome except in the form of annual reports or any such periodical reports without the written permission of the INSTITUTE.

1.5.10 In case of Technological outcome of research project, the INSTIUTE will take care of the IP protection as well as technology commercialization as per the ICAR guidelines for Intellectual Property Management and Technology Transfer/Commercialization as amended from time to time.

1.5.11 DURATION, TERMINATION OF THE AGREEMENT

1.5.12 The agreement shall remain in force for a period of five (5) years from the said date.

1.5.13 The agreement shall be deemed to expire on completion of the 5 years as mentioned in provision 1.5.12 unless extended by both the parties.

1.5.14 During the tenure of this Agreement, parties hereto can terminate the AGREEMENT either for breach of any of the terms and conditions of this AGREEMENT or any other cause duly justified, by giving a one (1) month notice in writing to the defaulting party. Failure of either party to terminate the AGREEMENT on account of breach or default by the other shall not constitute a waiver of that party's right to terminate the AGREEMENT.

1.5.15 Breach of terms and conditions as mentioned in 1.5.14, shall be brought into the defaulter's conscious observation by a written notice by clearly mentioning the areas of default along with possible suggestions to correct that default, failing to which, a termination notice may be sent in the format as mentioned in clause 1.5.14.

डॉ. विश्वनाथन चिन्नुसामी / Dr. Viswanathan Chinnusamy
संयुक्त निदेशक (अनुसंधान) / Joint Director (Research)
भा.क.अ.प. / B.K.A.P.

ICAR-Indian Agricultural Research Institute
पूसा, नई दिल्ली / Pusa, New Delhi-110017

2.1 FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic, riots, Civil Commotion etc., provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond 6 months, the parties shall jointly decide about the future course of action.

2.2 INDEMNITY

The parties hereby indemnifies and hold each other harmless, including their officers and employee(hereinafter "Indemnities") from and against all claims, suits, liabilities, damages, costs, fees, including, without limitation, attorney's fees, expenses or losses arising out of in any manner whatsoever.

2.3 NOTICE

2.3.1 Any notice required or provided for by the terms of this Agreement shall be in writing, and all notices, reports, and payments (other than royalties) provided for hereunder shall be sent by registered mail, prepaid, or facsimile to the business address of the party to be served therewith. It is agreed that the business addresses of the parties shall be as follows:

The addresses for communication are:

2.3.1.1 To the IARI/The INSTITUTE: Director,

Regd. Office: ICAR-Indian Agricultural Research Institute, Pusa Campus, New Delhi-110012, India

Email: director@iari.res.in

Phone/Fax: 011-25846420


2.3.1.2 To SGT UNIVERSITY/The UNIVERSITY; Vice Chancellor

Regd. Office: SGT University, Badli Road, Gurugram, Haryana - 122505, (India)

Email:regisrar@sgtuniversity.org

Phone:

Or such other addresses as either party shall have notified the other party. Any such notice royalty, or payment shall be deemed to have been given or made on the date such letter was registered or delivered for transmission to the sender's facsimile operator, but any assumption of actual notice or payment shall be subject to rebuttal to show that it has not actually been received.


डॉ. विश्वनाथन चिनुसामी / Dr. Viswanathan Chinusamy
संयुक्त निदेशक (अनुसंधान) / Joint Director (Research)
भा.कृ.अ.प.-भारतीय कृषि अनुसंधान संस्थान
ICAR-Indian Agricultural Research Institute
पूसा, नई दिल्ली / Pusa, New Delhi-110012

2.4 ARBITRATION

- 2.4.1 In case of any controversy, question, dispute or difference between the Parties hereto arises during this PROJECT (hereinafter referred to as "DISPUTE") as referred under this AGREEMENT; either party may give the other party a written notice of DISPUTE adequately identifying and providing details and the very nature of the DISPUTE. On receipt of such notice by the other Party, the defaulter shall try to settle the DISPUTE amicably between them through meditation and reconciliation in good faith within 30 days of the receipt of the notice of DISPUTE by the other Party, taking Director, IARI; and the Vice Chancellor, SGT UNIVERSITY into confidence.
- 2.4.2 If the DISPUTE is not resolved by such good faith negotiations within the period mentioned, the Parties agree to settle the DISPUTE through arbitration conducted by the sole arbitrator appointed by the Director General, ICAR. The arbitration shall be governed by the ICAR guidelines (1.5.23) depending on the clause of BIRAC, if any. The place of arbitration shall be New Delhi, India. The language to be used in the arbitration proceedings shall be English or as mutually agreed between the parties.
- 2.4.3 The Parties hereto agree that the award and determination of the arbitrator shall be final and binding on both Parties hereto.

2.5 GOVERNING LAW AND JURISDICTION

This agreement is governed by and must be construed in accordance with the laws of India without reference to its conflict of laws provisions. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts in New Delhi, India.

2.6 MODIFICATION

No amendment or modification to this AGREEMENT shall be valid or binding upon the Parties unless agreed upon by both Parties, made in writing, and signed on behalf of each of the Parties by their duly and legally authorized signatories.

2.7 ENTIRE AGREEMENT

The Parties acknowledge that there are no representations either oral or written, as regards the subject matter of this AGREEMENT, other than those expressly set out in this AGREEMENT. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this AGREEMENT are merged in and superseded by this AGREEMENT and are of no effect. This AGREEMENT constitutes the entire understanding between the Parties as to the subject matter of this AGREEMENT. This AGREEMENT sets forth all representations forming part of or in any way affecting or relating to the subject matter of this AGREEMENT.


डॉ. विस्वनाथन चिन्नुसामी / Dr. Viswanathan Chinnusamy
संयुक्त निदेशक (अनुसंधान) / Joint Director (Research)
भा.कृ.अ.प.-भारतीय कृषि अनुसंधान संस्थान
ICAR-Indian Agricultural Research Institute
पूसा, नई दिल्ली / Pusa, New Delhi-110012

2.8 REPRESENTATIONS

Either Party represent to each other Party that it has the legal right and power to enter into this AGREEMENT and to perform its obligations under the terms of this AGREEMENT and the execution, delivery and performance of this AGREEMENT by it has been duly and validly authorized by all necessary corporate action or Government action on its part.

This AGREEMENT has been executed in duplicate, each of which shall be deemed to be an original, one has been retained by the INSTITUTE and the other one by the UNIVERSITY but all of which together shall constitute one and the same instrument

SEAL OF THE PARTIES

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT in two sets of originals.

IN WITNESS WHEREOF the IARI/INSTITUTE and the SGT UNIVERSITY have executed these presents the day and year first above written.

SIGNED BY
For and on behalf of IARI

Signature.....

Name:

Designation:

ICAR-IARI, New Delhi-110012 (India)

डॉ. विश्वनाथन चिन्नुसामी / Dr. Viswanathan Chinnusamy
संयुक्त निदेशक (अनुसंधान) / Joint Director (Research)
भा.कृ.अ.प.-भारतीय कृषि अनुसंधान संस्थान
ICAR-Indian Agricultural Research Institute
पूसा, नई दिल्ली / Pusa, New Delhi-110012

Seal:

Witnesses: (Name and address)

1. डॉ. ग्यानेन्द्र सिंह / Dr. Gyanendra Singh
प्रभारी / Incharge
बीज उत्पादन इकाई / Seed Production Unit
भा.कृ.अ.प.-मा.कृ.अ.प.
नई दिल्ली / New Delhi

2.

SIGNED BY
For and on behalf of SGT University

Signature.....

Name: Prof. (Dr) Rakesh Kumar Sharma

Designation: Pro-Chancellor

SGT University, Badli Road, Gurugram,
Haryana - 122505, (India)

Prof. Dr. Rakesh Kumar Sharma
Seal: MPharm, PhD, DSc (h.c), FIC, FABMS,
FSPER, FICNM, FAFST, FAMS
Pro-Chancellor SGT University,
Gurgaon (Haryana) 122 505

Witnesses: (Name and address)

1.

2.

Dr. Vinod Kumar Asati
Head Horticulture
SGT University, Gurugram

डॉ. विश्वनाथन चिन्नुसामी / Dr. Viswanathan Chinnusamy
संयुक्त निदेशक (अनुसंधान) / Joint Director (Research)
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