



ANU



JNTUK, KAKINADA



Dr.Y.S.R.H. U



NIT-ANDHRA PRADESH

MEMORANDA OF UNDERSTANDING

BETWEEN

**ADIKAVI NANNAYA UNIVERSITY,
RAJAMAHENDRAVARAM-533105, ANDHRA PRADESH**

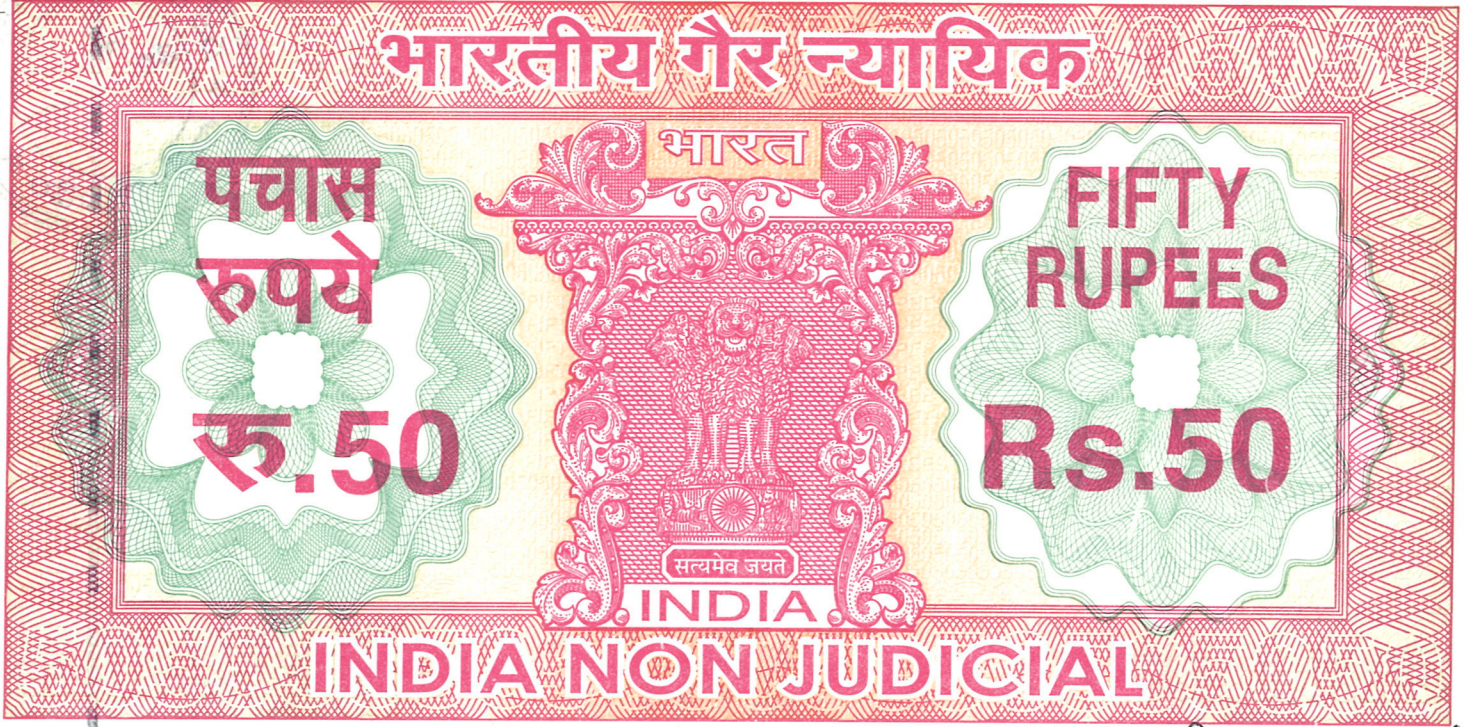
**JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY
KAKINADA-533003, ANDHRA PRADESH**

**DR.Y.S. R. HORTICULTURAL UNIVERSITY
VENKATARAMANNAGUDEM-534101, ANDHRA PRADESH**

&

**NATIONAL INSTITUTE OF TECHNOLOGY
TADEPALLIGUDEM-534101, ANDHRA PRADESH**





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Chilakalapalli
AS 602141

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SL No 22158 Date 26/11/2021 Rs 50/-

Sold to Chilakalapalli Surya prakasa Rao s/o Kamara Rao,
for whom Tadeapalligudem

MEMORANDA OF UNDERSTANDING

PREAMBLE:

This Memorandum of Understanding (MoU) is entered on 27 November of 2021.

between

Adikavi Nannaya University, Rajamahendravaram,

(here in after called 'ANU' which expression shall where the context so admits, include its successors, permitted assigns)

and

Jawaharlal Nehru Technological University Kakinada, Kakinada,

(here in after called 'JNTUK' which expression shall where the context so admits, include its successors, permitted assigns)

and

Dr. Y.S.R. Horticultural University, Venkataramannagudem,

(here in after called 'YSRHU' which expression shall where the context so admits, include its successors, permitted assigns)

and

National Institute of Technology Andhra Pradesh, Tadepalligudem,

(here in after called 'NITAP' which expression shall where the context so admits, include its successors, permitted assigns)

[Signatures]

ARTICLE 1. THE AGREEMENT

WHEREAS, ADIKAVI NANNAYA UNIVERSITY (ANU) RAJAMAHENDRAVARAM, was established on 22nd April 2006, by an Act of the Andhra Pradesh State Legislative Assembly to meet the higher education needs of East and West Godavari Districts. It is an affiliating residential university with territorial jurisdiction over East and West Godavari Districts of Andhra Pradesh. The University is dedicated to offer academic, research and extension services in the domains of Arts, Management, Science and Engineering in the region and aims to produce high quality skilled human resources and researchers for the development of Andhra Pradesh and the country.

WHEREAS, JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY, KAKINADA, KAKINADA is a public university, located in Kakinada, East Godavari District, Andhra Pradesh. JNTU Kakinada was originally 'The College of Engineering, 'Vizagapatam' at the time of its establishment in the year 1946 by Government of the Composite Madras State and elevated as JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY KAKINADA on 20th August, 2008. JNTU Kakinada has three constituent colleges of Engineering, one at Kakinada and the others at Vizianagaram and Narasaraopet.

WHEREAS, DR. Y.S.R. HORTICULTURAL UNIVERSITY (YSRHU), VENKATARAMANNAGUDEM was established on 26th June, 2007 near Tadepalligudem in West Godavari District, Andhra Pradesh. The University offers education, research and extension services in the field of Horticulture and allied sciences. YSRHU is focusing on increase of productivity of horticultural crops and commercialisation of horticulture in the state of Andhra Pradesh.

WHEREAS, NATIONAL INSTITUTE OF ANDHRA PRADESH, TADEPALLIGUDEM is the 31st institution among the chain of NITs started by the Government of India. NIT Andhra Pradesh is established in the state of Andhra Pradesh recently in the academic year 2015 – 2016. Currently the Institute is offering B.Tech., M.Tech., Ph.D. and MS programmes; with a vision to nurture and produce highly competent engineers, scientists and entrepreneurs committed towards catering to futuristic societal challenges through holistic education synergetic with innovations and vibrant research eco-system.



In consideration of the above, the parties hereby agree as follows:

ARTICLE 2. OBJECTIVE OF THE COLLABORATION:

The objective of this Memorandum of Understanding is to establish a general Agreement between ANU, JNTUK, YSRHU and NITAP to foster inter-institutional cooperation in education, research and development in the areas of common interest for mutual benefits.

Activities and Fields of Collaboration:

The areas of collaboration may include one or more of the following areas of education, research, extension and development programs.

- 2.1 All parties will encourage mentorship and co-operation between their faculty, administrative staff, department and research extension centres
- 2.2 Joint research and continuing education activities and guidance of student projects/thesis on mutually agreeable terms.
- 2.3 Facilitating student and faculty exchange programmes, training and development activities on best practices in academics and research.
- 2.4 Share the research and related infrastructure and facilities on mutually agreeable terms.
- 2.5 Shall design and implement joint academic programs at UG and PG level in their institutes.
- 2.6 Provide support and/or jointly conduct seminars, training workshops, conferences, publications and other such activities.
- 2.7 Other activities as deemed mutually appropriate

ARTICLE 3. RESPONSIBILITIES OF THE PARTIES

- 3.1 The parties agree to encourage, based on their operational capacity, technical knowledge and available resources of the above activities listed at article-2, so as to promote academic, research, extension and development activities. Before these activities can be implemented, all the parties shall discuss the opportunities and challenges involved to the satisfaction of each party on case-to-case basis and enter into specific activity



Agreements:

- 3.2 Based on the mutually agreed objectives and outcomes of the relationship, each of the activity/project proposed should detail the objectives, outcomes, outputs and activities, as well as, the budget and contribution of resources provided by each party, and/or any other funding sources.
- 3.3 This Agreement creates no financial commitment/obligation for the parties. Financial, administrative and logistical resources required to implement the activities under this Agreement will be assumed by all entities, according to the availability of staff and financial resources.

ARTICLE 4. GENERAL PROVISIONS FOR IMPLEMENTATION

The Parties agree to provide each other mutual support and collaboration. To that end, they commit to:

- 4.1 Maintain fluent and effective communication among all institutions. At the end of the activities, each party shall inform the other about the achievements and its implications.
- 4.2 Review and evaluate the Agreement on a periodic basis, in order to determine its effectiveness.
- 4.3 Promote the publication of the results of the joint research, preferably in international scientific journals, giving due credit to each of the parties and the faculty/scientists involved, according to their contribution and participation.
- 4.4 Promote the attendance and participation of professionals and scientists from the Parties to international seminars and workshops related to the objectives and fields of action of this Agreement, to present the results of the research carried out.
- 4.5 Carry out training activities in the areas of their expertise and in accordance with the needs arising within the context of this Agreement.

ARTICLE 5. INTER-INSTITUTIONAL COORDINATION

For purposes of coordination and supervising the implementation of this Agreement, the parties shall designate a representative and inform by writing to the other party. Designated representatives are accountable to their respective institutions for compliance with the obligations of this Agreement.



ARTICLE 6. CONFIDENTIALITY

6.1 The Parties recognize that to carry out the activities agreed under this Agreement; they may require the disclosure to each other of their Confidential Information. Confidential Information may be disclosed (a) in writing and clearly marked as confidential, or (b) orally and mentioned as confidential and confirmed in writing as confidential within specified time of disclosure, or (c) either orally or in writing but the information is such that a reasonable person will understand its confidential nature at the time of disclosure. In consideration of the disclosure of any Confidential Information, the Parties agree that they will:

6.1.1 Take all reasonable precautions to maintain such information in strict confidence;

6.1.2 Make no use of such information for any purpose except carrying out the activities under this Agreement;

6.1.3 Not disclose to third parties any such information without the written consent of the other party;

6.1.4 Take all reasonable precautions to prevent disclosure to third parties.

6.2 The Parties may disclose the confidential information to their employees or people engaged in carrying out the activities who require access to the information on a need-to-know basis and under confidentiality obligations substantially similar to the ones contained in this Agreement.

6.3 Parties may disclose the confidential information if required by law or if ordered by a court of law in a legal or administrative proceeding. However, Parties will use their best efforts to inform each other prior to any such disclosure.

ARTICLE 7. PUBLICITY

Parties may disclose the existence of this Agreement to third parties, and, use each other's name and logo for joint fund raising and or publicity efforts after obtaining the relevant party's approval and in accordance with any applicable branding guidance.

ARTICLE 8. INDEMNITY

Nothing in this collaboration Agreement shall be construed to create an agency or contractor in between the parties. Each party is independent and has no authority to bind or act on behalf of another party. Each party is responsible and liable to each other and towards third parties for its own acts, omissions and/or negligence and the acts, omissions and negligence of its trustees, directors, officers, employees, and agents, relating to this collaboration.



ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS

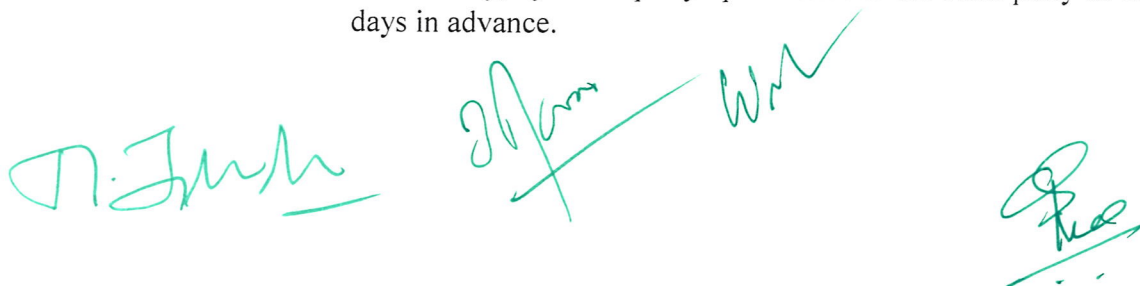
- 9.1 Joint declaration –The Parties recognize the importance of the generation of research results/products as intellectual assets and intellectual property as an integral part of research agenda. As such, any results or products jointly or individually generated out of the work carried out under the terms or framework of this MOU shall be managed in a way to maximize their global availability especially in developing countries. The Parties consider the release of their research results/products into the public domain as international public goods as their main strategy for achieving global availability.
- 9.2 The ownership of the intellectual property that existed prior to the commencement of this MOU, held by any of the Parties shall not be altered or transferred by virtue of its use hereunder.
- 9.3 Ownership of the intellectual property created under this MOU may be solely or jointly owned by the parties. Specific provisions relating to intellectual property rights will be evaluated and defined in each activity Agreement.

ARTICLE 10. FORCE MAJEURE

- 10.1 Neither party shall be held responsible for non-fulfilment 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, earthquakes, strike, lockouts, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation.
- 10.2 If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

ARTICLE 11. EFFECTIVE DATE, DURATION AND TERMINATION OF THE AGREEMENT

- 11.1 The Agreement shall be effective for a period of 3 years from the date of signing of the Memorandum of Understanding and may be extended further by mutual consent.
- 11.2 The Agreement shall be deemed to expire on completion of the mutually agreed upon period.
- 11.3 This Agreement may be terminated early for the following reasons:
- 11.3.1 By mutual Agreement among the Parties; and
- 11.3.2 Unilaterally, by either party upon notice to the other party in writing, ninety (90) days in advance.



11.3.3 Termination will not affect specific activity Agreement under implementation at the time of the written notice.

11.3.4 In the event of termination of the Agreement, the rights and obligations of the parties shall be settled by mutual discussion

ARTICLE 12. AMENDMENTS OF THE AGREEMENT

No amendments or modification of this Agreement shall be valid unless the same is made in writing by all the parties through their authorized representatives and specifically stating the same to be an amendment of this Agreement. The modifications/changes shall be effective from the date of signature unless otherwise agreed to by the Parties.

ARTICLE 13. ASSIGNMENT OF THE AGREEMENT

The right and/or liabilities arising to any party out of this Agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

ARTICLE 14. DISPUTE RESOLUTION

14.1 The Parties will make all efforts to fulfil the purposes set out within this Agreement.

14.2 This Agreement is a good will arrangement which reflects the current understanding of each of the Parties and does not create a legally binding obligation under international law or under the Parties applicable domestic law.

14.3 Any conflict arising out of the interpretation or implementation of this overarching framework collaboration Agreement will be settled amicably by the Parties through consultation and will not be referred to any court or tribunal.



SEAL OF THE PARTIES

SIGNED BY	SIGNED BY
For and on behalf of Adikavi Nannaya University, Rajamahendravaram-533105 Andhra Pradesh	For and on behalf of Jawaharlal Nehru Technological University Kakinada, Kakinada-533003 Andhra Pradesh
Signature: 	Signature: 
Name Prof. M. Jagannadha Rao	Name Dr.G.V.R. Prasada Raju
Designation Vice Chancellor Adikavi Nannaya University, Rajamahendravaram-533105 Andhra Pradesh	Designation Vice Chancellor Jawaharlal Nehru Technological University Kakinada, Kakinada-533003 Andhra Pradesh
Seal 	Seal 

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SIGNED BY	SIGNED BY
For and on behalf of Dr.Y.S.R. Horticultural University Venkatramangudem-534101 Andhra Pradesh	For and on behalf of National Institute of Technology Andhra Pradesh Tadepalligudem-534101
Signature: 	Signature: 
Name Dr.T. Janakiram	Name Prof. C.S.P. Rao
Designation Vice Chancellor Dr.Y.S.R. Horticultural University, Venkatramangudem-534101 Andhra Pradesh	Designation Director National Institute of Technology Andhra Pradesh Tadepalligudem-534101
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