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Government of Karnataka

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KARNATAKA

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MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF AGRICULTURAL SCIENCES GKVK
CAMPUS, BANGALORE. KARNATAKA

AND

M/S . HEALTHLINE PVT LTD
IS-21, KHB INDUSTRIAL AREA, YELAHANKA,
BANGALORE - 560 106.

FOR FACILITATING

COLLABORATIVE EDUCATION, RESEARCH AND EXTENSION

PREAMBLE

This understanding is made between University of Agricultural Sciences, Bangalore, Karnataka (hereinafter referred to as UAS, Bangalore which expression shall include its authorized representative).

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The UAS, Bangalore is an autonomous academic institution of repute established under UAS Act 22 of 1963 engaged in imparting education, both at UG and PG levels in various colleges located at different campuses and conducts research in different branches of Agricultural Sciences at its 22 research stations located in the southern districts of Karnataka. The PG students are required to undertake need based and applied / basic research for their thesis work, which should be useful to solve the regional and/or national problems related with various disciplines of Agricultural Science. UAS Bangalore has MOU with several prestigious institutions with in and outside India. It also has mandate for extension education in southern districts of Karnataka. UAS, Bangalore is keen to collaborate with Hi-tech Integrated Organization such as HLPL.

AND

M/S Healthline Pvt LTD., is a Private Limited Company registered under the Indian Companies Act 1956, having its Registered Office at IS-21, KHB Industrial Area, Yelahanka New Town, Bangalore - 560 106. It is a Agro-based company dedicated to Sericulture through innovative products and extending technical service to the farmers. It is the only company being certified by ISO 9001:2008 standards in Sericulture Industry and recently been selected under SBIRI scheme by Department of Biotechnology (DBT) for a grant of research funding. They have a independent Research Farm spread over 12 acres with scientifically grown Mulberry Garden and a silk worm rearing house attached to it, which also manufactures artificial diet for silk worm rearing, SeriCha from processed mulberry leaves, which controls diabetes. It also has a manufacturing unit at Doddaballapur which manufactures various disinfectants for silkworm rearing, sanitization of rearing house, improving growth of mulberry leaves and products to improve cocoons yield and a quality control lab attached to it. They also have a fully equipped cell culture and protein purification in - house lab for the research and development activities, which has been recognised by Department of Scientific and Industrial Research (DSIR), Department of Science and Technology, Govt of India. They have a unique team of experts in the field of Sericulture and Biotechnology. HLPL is keen to open its door to the students of UAS, Bangalore, who can get the benefit from excellent facilities for their hands on training and research and also augment the R & D efforts of HLPL.

Considering the similarity of objectives and mutual benefit, the UAS, Bangalore and HLPL solemnly agree to enter into a MOU in the field of Sericulture/Agricultural education and research.

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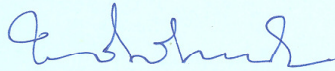
The terms and conditions of MOU are as follows:

Article 1

UAS, Bangalore will provide, subject to personnel and budgetary limitations and as may be mutually agreed upon:

- a. Recognition to HLPL as Postgraduate Centre for conducting research relating to thesis requirement for Master's and Doctoral degrees in the disciplines of Sericulture/Agriculture, Agricultural Management, Sericulture/Agricultural Engineering (soil and Water Engineering, Post Harvest and Process Engineering), Horticulture including plant propagation and other disciplines to be identified from time to time.
- b. Recognition to the qualified scientific staff working at HLPL as PG teachers to serve as Co-chairman/Member on the Advisory Committee of such PG students, who would take up research work at HLPL, provided these scientists fulfill the minimum criteria for being recognized as a PG teacher.
- c. Sponsorship for postgraduate students for carrying out their thesis, research work at HLPL on topics of mutual interest.
- d. Sponsorship to Undergraduate/Postgraduate students for hands-on training and for actual work experience at HLPL as per the academic requirement.
- e. Deputation to teachers/scientists for short-term hands-on training for getting acquaintance with the state-of-art facilities and equipment available at HLPL in certain areas.
- f. Admission to deputed/sponsored scientific staff of HLPL for pursuing higher studies leading to Master's/Doctoral degrees following the admission procedure at UAS, Bangalore.
- g. Invitation to HLPL to sponsor/participate in National/International workshop/conferences/seminars and other important scientific meetings relevant to them.
- h. Laboratory, field library and other facilities for co-operative research in the area of mutual interest.
- i. Improved equipment and technologies (which do not form part of the public domain) of potential relevance to HLPL for trial, adoption, popularization and commercialization.
- j. Exchange of relevant scientific Publication, literature, information etc.
- k. To allow working space to Scientists and Engineers for demonstration work in UAS, Bangalore, KVKs.
- l. UAS, Bangalore, KVKs scientists will work with HLPL staff for demonstration units at KVKs and in each of its model village in cluster area chosen.
- m. HLPL will assist free of cost in training of participating farmers and KVKs scientists/technicians or such other personnel as may be mutually agreed at their farm premises.. The lodging and Boarding will have to be arranged by the participants.

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Article 2

The HLPL will provide subject to personnel and budgetary limitations and as may be mutually agreed upon.

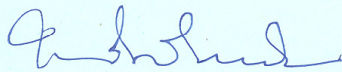
- a. Laboratories, equipment, chemicals, glassware, other experimental Inputs, supporting manpower, communication facilities, including internet, library facilities and other such requirements, which may be necessary for deputed/ sponsored students /staff members, only to carry out their assigned work.
- b. Financial support in the form of contingencies, relating to assigned work as well as travel charges at actuals to such of the students who would be sponsored by UAS, Bangalore for training or conduct of research work as part of their thesis work.
- c. Deputation for such of the scientific staff members for pursuing Master's/Doctoral degree at UAS, Bangalore, who will fulfill the eligibility criteria.
- d. Invitation to UAS, Bangalore for participation in workshops, conferences, seminars and other important meetings.
- e. Improved equipment and technologies of potential relevance to the farmers of Karnataka for trial, adoption and popularization.
- f. Exchange of relevant scientific publications, Literature, Information etc.
- g. HLPL have a micro irrigation and fertigation facility at their farm, which can be used as demonstration unit for students' learning and training.
- h. Depute necessary technical staff for successful implementation and monitoring of farm activities.

Article 3

The details of PG studies and related research work are as follows:

- a. HLPL will indicate in the beginning of each academic year (may/June) the probable area of research and the number of students required at Master's and Doctoral level to be sponsored by UAS, Bangalore to HLPL for conducting their thesis research work.
- b. UAS, Bangalore would identify the suitable and willing students and sponsor them to conduct the research work at HLPL.

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- c. UAS, Bangalore will constitute the Advisory Committee for such students with a chairman nominated by UAS, Bangalore and Co-Chairman nominated by the HLPL who should have been recognized as a PG teacher by UAS, Bangalore.
- d. Such students will complete the course work at UAS, Bangalore and proceed to HLPL for research work.
- e. There shall be periodic meetings of Chairman and Co-Chairman at the premises of UAS, Bangalore or HLPL. The Chairman of the Students Advisory Committee may also visit HLPL during the course of research work. TA and DA of such visits of the Chairman and Co-Chairman shall be met by the concerned party from where their salary is being drawn.
- f. The Co-Chairman shall arrange for the research work of the students within the jurisdiction of the HLPL as per the research programme approved by UAS, Bangalore.
- g. The Co-chairman shall periodically inform the progress of the student to the Chairman about the research work being carried out.
- h. The Co-Chairman will attend following important meetings/events at UAS, Bangalore pertaining to the Master's /Doctoral students allotted to work at HLPL, at the cost of HLPL.
 - 1. Program of Research synopsis/plan of work
 - 2. Qualifying examination
 - 3. Final Thesis Seminar
 - 4. Final Viva – Voce for thesis

Article 4

The article deals with details of PG students to be selected/nominated by HLPL to work with them for their Master's and Doctoral degrees on the topic identified by them for whom they will bear the entire cost of study at UAS, Bangalore and at HLPL. The details are as follows:

- a. HLPL will select and may nominate two of its employees in each/any academic year depending upon the need to work for Master's /Doctoral degree programmes on the specific problems identified by them and approved by UAS, Bangalore, subject to guidelines of UAS.
- b. The entire cost of study of such Employees will be fully borne by HLPL
- b. The terms and conditions of the study will be similar to those provided under Article 3.

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Article 5

- a. For demonstration units , HLPL will provide full technical support and UAS, Bangalore scientists will be involved in collection of data & evaluation which will be fully shared with HLPL. The produce from demonstration unit at HLPL Farm will be property of HLPL, while in village will be of the farmers and in UAS will be of the University.
- b HLPL & UAS, Bangalore will work together in scientific study and extension efforts.

Article 6

- a. This MOU may be supplemented by work plans to be developed jointly, which describe more specifically, the activities to be carried out under this co-operative/ collaborative programme and which set-forth the envisaged contributions of each party.
- b. UAS, Bangalore and HLPL may name members or their respective staff to work out further details for proper and effective implementation of this MOU.
- c. Such details as agreed upon, including any other amendments, will be confirmed exchange of letters between UAS, Bangalore and HLPL and such letters will form part of this MOU.
- d. These work plans will require the approval of both parties for Implementation.

Article 7

UAS, Bangalore and HLPL recognize the importance of Intellectual Property as a component part of the agricultural education and research agenda. The UAS, Bangalore and the HLPL reserve any and all Intellectual Property Rights, without limitation discovered or produced as a result of this cooperation related to this MOU. No information or invention developed as a result of this cooperation will be protected through any form of statutory or non-statutory intellectual property right mechanism by either collaborator without express written approval from the other.

During the course of research assignment with HLPL and after its completion, all students and staff assigned by UAS, Bangalore will be required to abide by the UAS, Bangalore policy will be required to abide by the UAS. Bangalore policy on Intellectual Property Rights.

Article 8

- a. Results and Benefits, such as improved breeding materials, machinery, designs and techniques, accruing or arising from the cooperative efforts will be usable by either or both parties with due recognition/ acknowledgement of each party's contribution.

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b. Research findings as a result of the joint collaborative work of the two parties will be published in the public interest with authorship provided to the actual research workers from both the parties. For thesis research publication, the Student, Chairman and Co-chairman will have the joint authorship in the same order. Patents if any, shall be filed jointly. The working student/ researchers/ staff of either or both organizations will be obliged to assign the IPR to these organizations (UAS, Bangalore & HLPL) and they in turn jointly hold the IPR, UAS, Bangalore & HLPL may consider certain reasonable amount, as they deem appropriate, to be paid to the student/researcher/staff at their discretion, but not mandatory.

Article 9

This agreement will be in effect initially for a period of 5 (five) years from the date of signing of this MOU by both the parties after which it may reviewed for possible extension. Either party may terminate the agreement by written notification signed by the appropriate official of the installation initiating the notice. Such notice must be reviewed by the other party three months prior to the effective termination date. However, obligations and commitments already contracted for and/or also involving third parties shall be honored and continued by both parties until such commitments are completed.

Article 10

All notices and other communications required to be served on the contracting party under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the contracting party at the last known address of business. Similarly any NOTICE to be given to the UASB shall be considered as duly served if the same shall have been delivered to, left or posted by registered mail to the UASB at its head quarters in GKVK, Bangalore.

Article 11


All disputes or differences arising out or in connection with the above will be settled by conciliation in the first instance, failing which to arbitration subject to the provision of the Arbitration and conciliation Act 1996. The place arbitration shall be at BANGALORE AND COURTS AT BANGALORE shall have jurisdiction to entertain any dispute or proceedings in this behalf.

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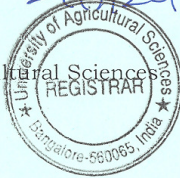


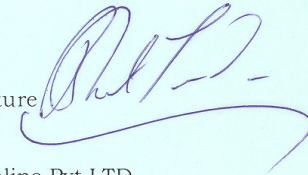
This MOU overrides any prior discussion, correspondence, understanding that may and may not have taken place by and between the parties.

Signed and executed of this 21st day of Jan-2012 by, the University of Agricultural Sciences, Bangalore, Karnataka and M/s. Healthline Pvt Ltd, Bangalore for a period of five years with the seals of both the parties affixed here below.


Signature

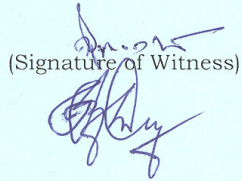
Registrar
University of Agricultural Sciences
Bangalore
GKVK
Karnataka



Signature 

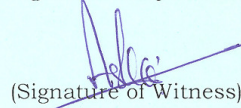
Healthline Pvt LTD.,
IS-21, KHB Industrial Area,
Yelahanka New Town,
Bangalore - 560 106

Signed in the presence of


(Signature of Witness)

Seal of the University

Signed in the presence of


(Signature of Witness)

HEALTHLINE PRIVATE LIMITED
IS-21, K.H.B. Industrial Area
Yelahanka New Town, Bangalore-56

Seal of the Institution