

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) (herein referred to as agreement) is made and executed on this 01st December 2019.

Between Department of Biochemistry, Davangere University, having its principal place of operations at Davangere University campus, Shivagangotri, Tholahunase, Davangere-577 007, Karnataka, India, hereinafter referred as BCDU, represented by its REGISTRAR, Dr. Basavaraja Banakara. Herein after called as First party.

And

College of Food Science and Engineering, Oceana University of china, having its principal place of operation at 5 Yushan Road, Qigndao, PR China 266003 hereinafter referred as CFSE represented by its DEAN, Dr. Chang hu Xue, as the authorized signatory or its authorized representative as the Second Party.

Whereas

First Party- BCDU is an autonomous State University, Govt. of Karnataka; India located at Davangere and is involved in teaching, research and also recognized as research center. First party was on lookout for collaboration with CFSE and approached Second party –CFSE for the same. Second Party having agreed to the same and, after mutual discussions both parties have agreed to enter into this MoU by defining the objectives, the extent and the limits of the relationship. The terms and conditions of this MoU are as follows.

Food allergy lab of CFSE will help Department of Biochemistry, Davangere University with their proposed research endeavour and support to use the facilities for research during the visit after approval. The study will be conducted by the designated staff only after they are trained to handle ethical issues and aware of the rules and guidelines of the host institution.

CFSE will provide a working place for the designated faculty/student in their laboratory with permission to use the existing facility. The expenses related to the same will be borne by the actual Principal Investigator involved in the research work from their research grants from both the sides. The financial arrangement relating each such project agreement and programs of cooperations shall be in accordance with the specific agreement and programs of cooperations covering all areas in each project.

Both the institutions agree to seek financial support for the collaborative research programs from appropriate funding agencies of the host countries as equal or partially collaborators in the field of translation and investigative in the area of food allergy and after a detailed intellectual input from both the parties.

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Information on research results and specific materials (reports, article and books) related to joint study will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and or developed by BCDU during the course of this agreement shall be owned by the BCDU. All intellectual property solely conceived and or developed by CFSE during the course of this agreement shall be owned by CFSE. The BCDU and CFSE agree to collaborate towards the protection, if appropriate and application of such intellectual property for commercial or other purpose on mutual acceptable terms to be negotiated in good faith between the parties.

Research publications, if any out of collaborative research work shall be in the name of the investigators from both the parties with prior mutual consent of both the parties. When the authors have contributed equally, the 1st and corresponding authorship will be shared in accordance to the guidelines specified by committee on publications ethics (COPE). Publication will be suitably acknowledged that work has been carried out jointly under corresponding funding agencies.

Both the institutions hereby agree to facilitate institute visit for the interested Faculty /Students during their academic study tours upon prior written approval from both parties and also agree to permit designated Masters' students for their project work upon prior written approval from both parties. The institutional norms will apply for the same. Both the institutions agreed to have mutual permission to place this MOU to academic bodies like UGC, NAAC and other affiliates for advancing the services to its students and society at large.

Period of performance: This Memorandum of Understanding (MoU) shall be valid for a period of five years from 01.12.2019 to 30.11.2024 unless terminated by either party. Either party may terminate this MOU by giving the other party sixty days prior written notice of termination. In the absence of termination, the terms of this MoU shall govern for a period of 5 years as above, and in case if the parties desired to go on together, they may enter into a fresh Memorandum of Understanding.

Relationship between the Parties: This Memorandum of Understanding (MoU) is intended solely as a MoU and no partnership, joint venture, employment agency, franchise, or other form of agreement or relationship is intended. However parties shall see to it that the respective students and employees engaged under this MoU shall strictly follow the disciplinary protocols and be professional in their conduct towards each other.

Statutory Compliance: Both parties hereby agree and undertake to abide and confirm with the respective law of the land. Also both parties hereby undertake to obtain necessary permission/ clearance from respective Statutory authorities, Institution ethics committee etc. wherever applicable.

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Confidentiality: Both the parties shall maintain confidentiality with respect to confidential information of both parties and also confidential information in connection to the respective projects under this MoU. If it needed Parties may also enter into separate confidentiality agreements as per the requirements of specific or respective projects under this MoU.


This MoU represents the entire agreement as to the subject matter here of and supersedes and cancels any and all prior agreements/undertakings between the parties on the said aspect.

This MOU is made in two original (each party retaining one original) and comes in to force on the day when both parties have signed it. In witness where of the parties here to have executed this MOU through their authorized representatives.

For and on behalf of
Department of Biochemistry- (BCDU)
Davangere University, Shivangotri,
Davangere, India

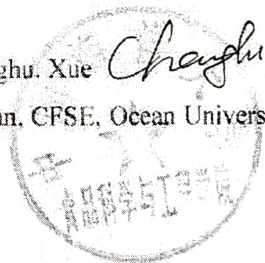
For and on behalf of
College of Food Sci and engineering (CFSE)
Ocean University of china,
Qingdao, China

Name: Dr. Basavaraja Banakara
Designation: Registrar, Davangere University


Name: Dr. Changhu. Xue 
Designation: Dean, CFSE, Ocean University
of China

Seal:


Seal:



Witness 1: Dr. Vadlupudi Kumar
Professor and Chairman
BCDU

Witness 1: Dr. Hong Lin 
Professor
CFSE

Witness 2: Dr. Pramod SN
Associate Professor, BCDU

Witness 2: Dr. Zhenxing Li 
Professor, CFSE