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Memorandum of Understanding

Between

Department of Zoology, TKM College of Arts and Science, Kollam

and

Department of Aquatic Biology and Fisheries, University of Kerala,
Thiruvananthapuram

This MoU is executed on 1st October 2023 between **Department of Zoology, TKM College of Arts and Science, Kollam** hereinafter referred to as "Party 1" which expression shall mean and include, unless repugnant to context hereof, its successors-in-interest, administrators and assigns

AND

Department of Aquatic Biology and Fisheries, University of Kerala, Kariavattom, Thiruvananthapuram, Kerala. hereinafter referred to as "Party 2" which expression shall mean and include, unless repugnant to the context hereof, its successors-in-interest, administrators and assigns

Introduction

Department of Zoology, TKM College of Arts and Science, Kollam, an institute established in 1965. The College is affiliated with University of Kerala and ever since its inception, it has made an indelible impression in the realm of higher education in Kerala for the last fifty years. College offers 11-degree courses and 6 postgraduate courses. The faculty of Zoology was set up as a separate department in 1981.

Department of Aquatic Biology and Fisheries was founded as Marine Laboratory and Aquarium of the University of Travancore in the erstwhile princely state of Travancore (now southern part of Kerala)

No. 4415
2.8.2023
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in 1938, and one of the oldest teaching and research department of University of Kerala (reaccredited with A++ by NAAC), and UGC Centre of Advanced Study.

Sharing of Facilities

- Both the organizations agree to share their respective R & D facilities in order to promote academic and research interaction.
- There will be provision for mutual sharing of experts from "Party 1, Kollam" and resource persons from Party 2. This collaboration will take place during seminars, workshops and conferences.

Joint R & D Projects and Fund.

- Research projects in the identified areas will be jointly undertaken by "Party 1" and "Party 2". Both the organizations will submit collaborative research projects to various national and international funding agencies. Both the organizations would ensure the successful completion of the funded research projects through the sharing of funds.
- For all the matters concerned a coordination committee overseeing the issues consisting of five members (three members from Party 1 including HoD, two members from "Party 2" with the HOD) for identifying joint R&D projects to be carried out under this MoU. The ethical approval of these projects would be granted by Ethics sub committees of "Party 1" and "Party 2" as registered under law.

Responsibilities

The signatory parties will endeavour to:

- Establish research collaboration on fisheries and aquaculture resources and systems utilized by signatory parties, governments and public.
- Exchange information in the field of teaching, research and development connected with the subject.
- Develop joint research programmes in the field and exchange of students and faculty for the promotion of research and academics.
- Organise joint conferences, workshops, professional development programmes, etc. and invite scientist/ teachers / students for collaborative learning and skill development.
- Engage in co-supervision of dissertation/ theses of students for achieving globally competent data.
- Publish joint scientific paper, including books, on topics related to marine biodiversity with equal authorship of the two parties.
- Facilitate training for students/ researchers/ faculty.

Technology transfer:

Both "Party 1" and "Party 2" agree to share the technology evolved as a part of collaborative projects whenever feasible.

Joint Seminar/conference/Workshops/Hands on training programmes.

Both "Party 1" and "Party 2" agree to hold/ conduct whenever feasible, joint Conference/Workshop/Hands on training programmes on various biological subjects such as Aquatic Biology/Ecology, Fisheries, Aquaculture, Bio-informatics etc in "Party 1" and "Party 2".

Industrial visits:

Both "Party 1" and "Party 2" agree to organize industrial visits whenever feasible, for the students, staff and delegates and also during the Conference /Workshop/Hands on training programmes.

Industrial training:

- Both "Party 1" and "Party 2" agree to train the students, research scholar and staff of "Party 1", Kollam by organizing industrial training programmes whenever feasible related to technology, Analytical development, validation and documentation etc.
- "Party 2" agree to Provide summer internships to students is another area. This helps in motivating the students, understanding industry environment and practices, job profiles, projects they can undertake decides facilitating them to earn some money to be spent usefully in the next academic year/ semester.
- Charges applicable to conduct the industry activities will be decided jointly by both the parties considering the different fixed and variable cost enquired for conducting the activities, compensations/ honorarium, consultancy charges for involved people and charges to be paid to the establishment for permitting the sponsored research etc.
- The norms developed concerning the charges will be subjected to revision every year.

Financial Liabilities

- Both the parties will not have any financial commitment to execute any of the programmes, and the programmes will be organized jointly, but without any financial liability with each other.

Intellectual property, confidentiality and non-disclosure

- Both parties recognize, accept and agree that all tangible and intangible information obtained or disclosed to the other party or its staff or employees including all details, documents, patent information an particulars and trade secrets (all of which are hereinafter referred to as confidential and/ or proprietary information) of such party

which may be communicated to other party, its staff/employees who may be privy under or pursuant to this contract and /or in the course of performance of such party's obligations under this contract shall be treated as absolutely confidential and the other party agrees and undertakes to ensure that it and all its staff/ employees shall keep the same as secret and confidential and shall not disclose the same, at all in whole or in part to any person at any purpose other than as may be necessary for due performance of the party's obligations herein and only for the benefit of the other party.

- Both parties hereby unconditionally agree and undertake to ensure that they or their staff/ employees shall not disclose or publish the existence of the terms and conditions of this contract or any information relating to it or other business which they may come across of performing their duties unless such disclosure or publication is strictly required by law or by any authority acting under law.

Duration, Amendment and Termination of MoU

- This MoU shall be valid for a period of five years from the date of its signing. During the period of the validity, the MoU can be amended any time by mutual consent of both the parties in writing. The MoU can also be terminated by either party giving the order a written notice of its desire to terminate the MoU by giving three months' notice in advance. In the event of such termination both the parties shall cooperate in good spirit for the completion of the ongoing research and projects.

Dispute Resolution and Governing Law

- The dispute or issue if any arising out of or touching this Agreement if not resolved amicably shall be referred to an arbitration of an arbitrator mutually agreed by the parties. In the event parties fail to agree on single arbitrator then each party shall appoint third arbitrator. The Language of the arbitration shall be in English. The place of jurisdiction will be Thiruvananthapuram.
- In witness where of the two parties have signed this memorandum of understanding by the hand of, on behalf of "Party 1" and by the hand of behalf of "Party 2" on the date, month and year referred to above.

Co-ordinators:

1. Dr. A Bijukumar, HOD, Department of Aquatic Biology and Fisheries (Co-ordinator, Party 2)
2. Dr. Jasin Rahman V K, HOD and Assistant Professor, Party 1, Kollam (Co-ordinator, Party 1)
3. Dr. Rohini Krishna. M V, Assistant Professor, Party 1, Kollam (Assistant co-ordinator, Party 1)
4. (Dr. Mumthas. Y, Assistant Professor, Party 1, Kollam (Assistant co-ordinator, Party 1)

Signed by and on behalf of

TKM College of Arts and Science


Dr. Chitra Gopinath


Principal.

TKM College of Arts and Science
Kollam



Witness:

1.  Dr. Sumalekshmy. S
(Coordinator, IQAC)
Fisheries)

2.  Dr. MJ Sheeba
(Co ordinator, Exam Wing)
Fisheries)

Signed by and on behalf

Department of Aquatic Biology and Fisheries
University of Kerala.


Dr.A Bijukumar

HOD

Department of Aquatic Biology and Fisheries
University of Kerala.



Dr. A. BIJU KUMAR
Professor & Head
Dept. of Aquatic Biology & Fisheries
University of Kerala
Thiruvananthapuram-695 581, India

1.  Dr. Mithun Sukumaran

(Assistant Professor, Department of Aquatic Biology and

2.  Dr. Kurian Mathew Abraham

(Assistant Professor, Department of Aquatic Biology and