



MEMORANDUM OF UNDERSTANDING
BETWEEN
CCS Haryana Agricultural University, Hisar
And
Eternal University, Baru Sahib



The CCS Haryana Agricultural University, Hisar hereinafter referred to as "CCSHAU", is a premier academic institution established in 1970. The university has made excellent achievements in education, research & extension and _ continues its accomplishments in different fields of agriculture & allied sciences in order to solve the problems of farmers and also to develop and release the — efficient technologies to its stakeholders including industries and entrepreneurs. It is well known for its effective system of technology transfer. CCSHAU is keen to collaborate with prominent institutes in India and abroad to develop competitive human resource and cost-effective efficient technologies.

And

Eternal University Baru Sahib, Himachal Pradesh, the second party, herein referred to as 'EU' sponsored by Kalgidhar Trust and established by Act No. 3 of 2009 by the Himachal Pradesh Government, engaged in continuous innovation and development in the field of science and technology in addition to Agriculture at Dr. Khem Singh Gill Akal College of Agriculture as one of the constituent colleges. The Eternal University has been duly recognized by UGC, AICTE, INC, NCTE, DSIR, DBT and DRDO for undertaking diverse teaching programs, research and extension activities and accredited by NAAC since 2018. The university is working in key area of research in agriculture and allied science to solve the problem of farmers of hill area and playing a key role in women empowerment.

WHEREAS the Parties which wish to establish a friendly relationship to promote and accelerate the programmes of research and education in the areas of mutual concern, have decided to enter in this MoU and agreed to extend mutual co-operation on terms and conditions hereinafter contained.

ARTICLE-I Objectives

The Parties, hereby, agree to promote the development of cooperation in the fields of research and education through:

- (i) Exchange of faculty
- (ii) Exchange of students
- (iii) Exchange of teaching and research and extension information and methodology
- (iii) Joint organization of seminars, conferences and workshops

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Baru Sahib (H.P.) 173101

ARTICLE -II Implementation

CCSHAU and EU may name any member of their staff to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.

ARTICLE -III Work Plans

This MoU will be implemented through development of biennial Work Plans to be developed jointly, which will describe specifically the activities to be carried out under this Cooperative Programme and which will set forth the intended contributions of each party. These Work Plans may originate from either party but will require the full approval of both the Parties for implementation.

ARTICLE -IV Publication & Intellectual Property Rights

General clauses:

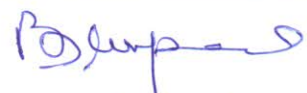
- (i) Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules, regulations and agreements to which both parties are committed.
- (ii) In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.
- (iii) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both Parties jointly and once granted these rights will be jointly owned by the Parties.
- (iv) The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third party without the consent of the other Party.

Commercialization:

In case of research results obtained through joint activities under this MoU both the CCSHAU and the EU will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the parties to commercialize the technology. Commercialization in any other country shall be done jointly through a separate agreement.

Publication:

Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.



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Confidential Information:

- (i) All information and documents to be exchanged pursuant to this MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. A Party will not use the information for purposes other than that specified without the prior written consent of the other Party.
- (ii) All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties.

ARTICLE--V Disclosure of Information

- a. CCSHAU and EU agree that except for a Court Order requiring disclosure, neither shall disclose to any third party without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated by the performance of work, under this Agreement, except information which at the date hereof was:
 - (i) in the public domain
 - (ii) known to either prior to the date hereof as evidenced by written documents subsequently.
- b. All data generated through this MoU with assistance by CCSHAU from EU work programme shall be subject to explicit written approval signed by EU before publication of same by CCSHAU.
- c. All data generated through this MoU with assistance by EU from CCSHAU's work programme shall be subject to explicit written approval signed by CCSHAU before publication of same by EU.

The provisions in this Article shall survive termination or completion of the MoU.

ARTICLE--VI Amendments


The Parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU at any time during the operation of MoU by an instrument in writing.

ARTICLE—VII Governing Law and Dispute Resolution

The MoU is governed by laws of India.

The parties would act strictly according to the provisions of law while a committee appointed by the Vice-Chancellors of each partner University implementing this MoU. In case any dispute that may arise during execution of MoU, the matter would shall be settled




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amicably by referring it to a committee appointed by the Vice-Chancellors of each partner University.

ARTICLE -VIII Joint Working Group

A Joint Working Group will be set up with representatives from both Parties to meet once in two years alternately in Hisar and Baru Sahib to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE -IX Financial Arrangements

Financial arrangements for any collaborative activities between the Parties shall be based on budgetary and human resources availability and shall be decided by mutual consent of both the Parties and reflected in specific written agreements between the Parties.

ARTICLE -X Validity / Termination

The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for a period of five years or until either Party serves notice on the other of its intention to terminate it, in which event, the MoU shall stand terminated at the end of one calendar month from the date of issue of such a notice.

IN WITNESS, WHEREOF, the two Parties hereunto have signed this Memorandum of Understanding on the dates indicated below.

FOR AND ON BEHALF OF CCS HARYANA
UNIVERSITY AGRICULTURAL

FOR& ON BEHALF OF ETERNAL
UNIVERSITY

Dr. M.S. Sidhpuria

Human Resource Management

Designation: Director, HRM

Date: 06/07/2020

Place: HISAR

Dr. B.S. Boparai

Eternal University
Baru Sahib (H.P.) 173101

Designation: Dean, Academic Affairs

Date: 06 Jul 2020

Place: Baru Sahib

WITNESS

Director of Research
CCS HAU Hisar

WITNESS

Dean Student Welfare
Eternal University
Baru Sahib (H.P.) 173101

Dr. Jaswant Singh

Designation: Dean, Student Welfare