

From

OSD to Vice-Chancellor,
CCS HAU, Hisar

To

The Director,
Human Resource Management,
CCS HAU, Hisar

Memo No. SVC/2022/215+E
Dated: 16.08.2022

Subject: Memorandum of Understanding between CCSHAU, Hisar and IRRI.

Please find enclosed herewith original copy of MoU signed between CCSHAU, Hisar and International Rice Research Institute (IRRI) for cooperation in Agricultural Research and Education for your record, please.

[Signature]
OSD to VC 16/8/22

Encls.: As above.

DHRM *[Signature]*
19.8.22

Dr Arjo Kumari

MEMORANDUM OF UNDERSTANDING
BETWEEN
CCS HARYANA AGRICULTURAL UNIVERSITY HISAR, HARYANA, INDIA
AND
INTERNATIONAL RICE RESEARCH INSTITUTE,
FOR COOPERATION IN AGRICULTURAL RESEARCH AND EDUCATION

This Memorandum of Understanding (MoU) is made between the CCS Haryana Agricultural University having its office at Hisar, Haryana--125004 India, established as a result of reorganization of the erstwhile Punjab Agricultural University, through a Presidential Ordinance, later ratified as 16th Act of Parliament i.e. the Haryana and Punjab Agricultural Universities Act of 1970, (hereinafter called "CCSHAU") of the one part, and the International Rice Research Institute (IRRI), a nonprofit autonomous international organization, represented by its Director General, Dr. Jean Balié, and with headquarters seat at the University of the Philippines at Los Baños Campus, Municipality of Los Baños, Province of Laguna, Republic of the Philippines (hereinafter called "IRRI") of the other part;

Hereinafter **CCSHAU** and **IRRI** also individually referred to in this MoU as "Party" and collectively referred to as "Parties";

WITNESSTH that-

WHEREAS, the CCSHAU, aims at imparting education in agriculture, agricultural engineering, home science and other allied sciences; furthering the advancement of learning and research, particularly in agriculture and allied sciences; and undertaking the extension of such sciences to the rural people;

WHEREAS, IRRI is dedicated to abolishing poverty and hunger among people and populations that depend on rice-based agri-food systems. Through work and partnerships, we aim to improve the health and welfare of rice farmers and consumers; promote environmental sustainability in a world challenged by climate change; and support the empowerment of women and the youth in the rice industry.

WHEREAS, IRRI is an autonomous nonprofit international institution, duly recognized as such by international agreement and also by the Government of India through a Memorandum of Agreement between IRRI and the Department of Agriculture, Cooperation & Farmers Welfare (DAC&FW), Ministry of Agriculture, Cooperation & Farmers Welfare (MOA&FW), dated August 2, 2017 and through Gazette notification F. No. D-II/451/16(7)/2017 dated October 4, 2017 in the Gazette of India for establishment of the IRRI South Asia Regional Centre (ISARC), Varanasi and other offices and activities in India;

WHEREAS, IRRI is bound by its Intellectual Property and Commercialization (IP&C) Policy¹; Whereas, IRRI is a member of the CGIAR and as such, is bound with the CGIAR Principles on the Management of Intellectual Assets ("CGIAR IA Principles")²;

Now therefore, the CCSHAU and IRRI inspired by their common objectives to promote and accelerate the progress of research and training in various disciplines of agricultural research; have decided to enter into this MoU and accept as herein contained:

ARTICLE –I **Objectives**

1. The Parties hereby decide to promote cooperation in the field:
 - (i) Exchange of scientists and technologists;
 - (ii) Exchange of students for training and education including certificate/ diploma and degree courses/thesis research;
 - (iii) Exchange of scientific literature, information and methodology;
 - (iv) Use of scientific equipment as available and required in programme of common interest as may be mutually agreed upon.
 - (v) Development and implementation of collaborative research projects, the areas and methodology to be as mutually agreed upon and subject to IPR clause in Article IV.
2. Such cooperation will be implemented by the following means:
 - (i) establishment of mutual relation between the scientific and technical divisions of the organizations of the respective Parties;
 - (ii) facilitate or promote exchange of scientists, technologists and experts and their proper placement;
 - (iii) development of joint project proposals and submission to suitable donors for financial support

ARTICLE –II **Implementation**

The CCSHAU and IRRI 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

¹see: <http://books.irri.org/Approved-IPC-Policy-291017.pdf>

²see: <https://storage.googleapis.com/cgiarorg/2018/03/CGIAR-IA-Principles.pdf>

Work Plans

1. This MoU will be implemented through development of biennial work plans involving Cooperative Programme(s) that are to be developed and decided jointly by the Parties. The work plans will include specific activities, budget, funding source, responsibilities of each Party, Background Intellectual Property (IP) needed for the completion of each project, expected project deliverables including Foreground IP. The Parties decide that in the event of any conflict between the provisions of the Work Plans and the provisions of this MoU, the provisions of this MoU will prevail.
2. 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

1. General clauses:

(i) Each Party will ensure appropriate protection of all Intellectual Property (IP) Rights generated from cooperation pursuant to this MoU. In particular, joint R&D results including data gathered in the course of, and as a result of, the implementation of the project such as, but not limited to reports, articles, research papers, databases, tri-media presentations including joint R&D project outputs, joint R&D discoveries, joint R&D inventions and its digital copies (soft copies), will be subject to the CGIAR IA Principles, IRRI's IP&C, the Party's respective laws, rules and regulations and national agreements to which both Parties are committed management of such IP will also be in accordance with the said policies.

(ii) In case research is carried out solely and separately by one Party or the Foreground IP are obtained through the sole and separate effort of one Party using its own Background IP ("the Other Party's Foreground IP"), the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party. The Other Party will be granted a privileged access to deliverables, at terms and conditions to be negotiated in good faith between Parties and in accordance with the CGIAR IA Principles.

(iii) In case of Foreground IPs obtained through joint activities using Background IPs of both Parties ("Joint Foreground IP"), 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. In this case, the management of IP will be in accordance to the guidance mutually agreed by the Parties and in a way that is fully consistent with the CGIAR IA Principles.

(iv) The Parties will 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.

(v) All transfer of genetic research materials used in each project for research, breeding and will utilize the Standard Material Transfer Agreement (SMTA)³, and when appropriate, additional Material Transfer Agreement (MTA) in line with CGIAR IA Principles and the International Treaty on Plant Genetic Resources for Food and Agriculture (ITPGRFA).. Further, the transfer of biological materials, including breeding materials and germplasms, will be subject to pertinent stewardship, bio-safety and bio-prospecting laws, rules, and regulations.

(vi) As per CGIAR IA Principles, IRRI reserves the right to share each project deliverables and Foreground IP produced by joint projects with public sector organizations outside of this MoU for use in public agricultural research, breeding and for emergency use purposes.

(vii) It is understood and decided that Intellectual Property developed by the Parties prior to the collaboration ("Background IP") will remain the Party's sole Intellectual Property. This MoU does not confer any right on the use of a Party's Background IP.

2. Commercialization:

In case of research results obtained through joint activities under this MoU both the CCSHAU and the IRRI will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in their respective countries. Commercialization in any other country will be done jointly through a separate agreement. Additional terms and conditions on the commercialization, licensing including royalty sharing will be defined in separate agreements between the Parties.

3. Publication:

(i) Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned and published in the public interest, to maximize impact. In case, the Parties decide to protect valuable Foreground IP, the Parties will agree on a suitable timeframe before publication.

(ii) 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 Parties. It may however be ensured that the official emblem and logo is not misused.

4. Confidential Information:

(i) Each Party will not disclose either Parties' IP Assets including but not limited to information, data and documents, marked "Confidential" or "Proprietary", to be exchanged pursuant to this MoU, to any other party outside of this MoU nor use such Confidential Information for any purpose other than that specified without the prior written consent of the other Party.

³ see :<http://www.fao.org/3/a-bc083e.pdf>

(ii) All Confidential Information will 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.

(iii) 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

1. CCSHAU and IRRI decide that except for a Court Order requiring disclosure, neither will 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 MoU, 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; or

(iii) the Recipient receives the information from a participant outside of this MoU having the right to the information and who does not impose confidentiality.

2. All data generated through this MoU with assistance by CCSHAU from IRRI's work programmewill be subject to explicit written approval signed by IRRI before publication of same by CCSHAU and vice-versa.

3. The provisions in this Article will 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.

ARTICLE –VII

Institutional Links

Both Parties will establish inter-institutional links between their respective similar scientific research institutes and centres.

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 Varansi to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE –IX **Financial Arrangements**

1. In the case of exchange of scientists for study visits on the basis of reciprocity, the sending Party will meet the to and fro travel costs whereas the receiving side will meet the costs of board, lodging and internal transport.
2. For Training and consultancy of Scientists financial arrangement will be decided by mutual consent of both the Parties.

ARTICLE –X **Validity / Termination**

1. The MoU will be effective from the date of its signing by both the Parties. It will be valid for a period of five (5) years. Thereafter it will be automatically renewed for a period of five years unless either Party serves notice on the other of its intention to terminate it, in which event, the MoU will stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this MoU will not affect the validity or duration of specific collaborative programmes already being undertaken thereunder, unless decided otherwise by the Parties by mutual consent.
2. Notwithstanding the foregoing, IRRI has the exclusive right to terminate this MoU at any time, with immediate effect, if during the term of the MoU, IRRI is aware of, or is made aware of, or is served with demand or notice, that the MoU either: a) prejudices the reputation of IRRI; or, b) violates the 1995 International Treaty Recognizing IRRI as an International Organization; or, c) violates the Charter of IRRI; or, d) violates the Headquarters Agreement between IRRI and the Government of the Republic of the Philippines; or, e) violates the Memorandum of Agreement between IRRI and the Department of Agriculture, Cooperation & Farmers Welfare (DAC&FW), Ministry of Agriculture, Cooperation & Farmers Welfare (MOA&FW); or, f) any other agreement that is material to IRRI's authority to operate and/or exist either in the Philippines or in any other country where its offices, research activities and/or staff are located.
3. This MoU is the law between the Parties and will be governed by and construed in accordance with the principles of general and customary international law, without regard to any particular national law. Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity, or termination, will be referred to and finally resolved by arbitration under the UNCITRAL Arbitration

Rules, which Rules are deemed to be incorporated by references to this paragraph. The seat or legal place of arbitration will be India.

ARTICLE –XI
IRRI Legal Status

CCSHAU expressly recognizes the status of IRRI as an International Organization recognized and is granted privileges and immunities under: a) the Headquarters Agreement entered into between IRRI and the Government of the Republic of the Philippines; or, b) the the Memorandum of Agreement between IRRI and the Department of Agriculture, Cooperation & Farmers Welfare (DAC&FW), Ministry of Agriculture, Cooperation & Farmers Welfare (MOA&FW); or, c) a Host Country Agreement; or, d) under such other agreements entered into by IRRI with other third parties; or e) under general and customary international law; or, f) under applicable law in India recognizing IRRI as an international organization with privileges and immunities. Any legal action by IRRI will not be construed as a corresponding waiver of any of the said privileges and immunities granted to it.

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 AGRICULTURAL
UNIVERSITY**



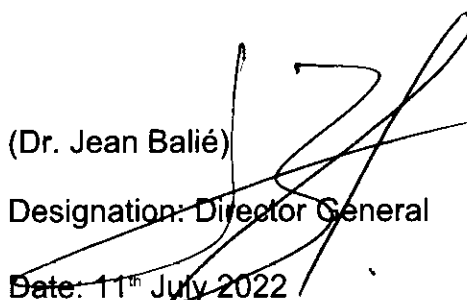
(Dr. B.R. Kamboj)

Designation: Vice Chancellor

Date: 11th July 2022

Place: New Delhi

**FOR AND ON BEHALF OF
INTERNATIONAL RICE RESEARCH
INSTITUTE**



(Dr. Jean Balié)

Designation: Director General

Date: 11th July 2022

Place: New Delhi