

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CCS HARYANA AGRICULTURAL UNIVERSITY HISAR, HARYANA, INDIA**  
**AND**  
**WESTERN SYDNEY UNIVERSITY, AUSTRALIA**  
**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 16<sup>th</sup> Act of Parliament i.e. the Haryana and Punjab Agricultural Universities Act of 1970, (hereinafter called "CCSHAU") of the one part, and the Western Sydney University, Locked Bag 1797, Penrith NSW, Australia, ABN 53 014 069 881, a body corporate constituted under the Western Sydney University Act 1997, (hereinafter called "WSU") of the other part;

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

AND WHEREAS THE WSU is the largest university in the Western Sydney region, charged with the mission to create a community dedicated to achieve national and international levels of excellence in teaching, research, scholarship and one that makes significant financial contributions to the intellectual, cultural, social and economic life of Western Sydney in the state of New South Wales, Australia and international communities; and

NOW THEREFORE, CCSHAU and WSU 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 agree as herein contained:

**ARTICLE -I**  
**Objectives**

The Parties hereby agree to promote cooperation through:

- (i) Exchange of scientists and technologists;
- (ii) Exchange of scientific literature, information and methodologies;
- (iii) Exchange of scientific equipment as available and required in programme of common interest as may be mutually agreed upon.
- (iv) Development and implementation of collaborative research projects: the areas and methodology to be mutually agreed upon and subject to IPR clause in Article IV

- (v) Development of a separate Dual Award program MOU for Higher Degree Research students.

Such cooperation shall be implemented by the following means:

- (i) establishment of mutual agreement between the scientific and technical divisions of the organizations of the respective Parties;
- (ii) facilitating exchange of scientific, technologists and experts and their proper placement.

## **ARTICLE –II** **Implementation**

CCSHAU and WSU 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 and regulations and international 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 WSU 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 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.

**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 WSU 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 WSU's work programme shall be subject to explicit written approval signed by WSU before publication of same by CCSHAU.
- c. All data generated through this MoU with assistance by WSU from CCSHAU's work programme shall be subject to explicit written approval signed by CCSHAU before publication of same by WSU.

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

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

#### **ARTICLE –IX** **Financial Arrangements**

All financial arrangements will be detailed and agreed to in the Work Plans of subsequent agreements and shall be decided by mutual consent of both 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. Thereafter it shall 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 shall stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this MoU shall not affect the validity or duration of specific collaborative programmes already being undertaken there under, unless decided otherwise by the Parties by mutual consent.

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**

FOR AND ON BEHALF OF **WESTERN  
SYDNEY UNIVERSITY**

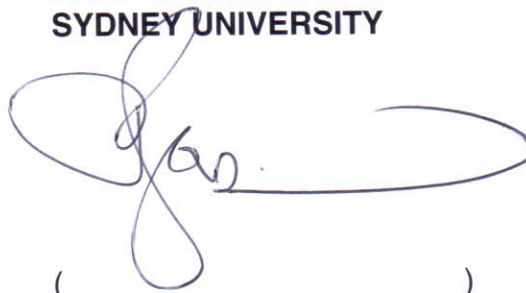
for (  )  
Prof K P Singh

Vice Chancellor

Date: 27/11/18.

Place: New Delhi

Dr. S.K. Sehrawat  
Director Research

(  )

Professor Barney Glover

Vice-Chancellor and President

Date: 27/11/18

Place: Delhi