

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CCS HARYANA AGRICULTURAL UNIVERSITY, HISAR**



**AND
INTERNATIONAL POTATO CENTER (CIP)**



MEMORANDUM OF UNDERSTANDING
BETWEEN
CCS HARYANA AGRICULTURAL UNIVERSITY HISAR, HARYANA, INDIA
AND
INTERNATIONAL POTATO CENTER (CIP)
FOR COOPERATION IN AGRICULTURAL RESEARCH

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 Potato Center (CIP), (hereinafter called "CIP") on 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 CIP is a research-for-development organization with a focus on potato, sweet-potato and Andean roots and tubers. It delivers innovative science-based solutions to enhance access to affordable nutritious food, foster inclusive sustainable business and employment growth, and drive the climate resilience of root and tuber agri-food systems. Headquartered in Lima, Peru. CIP has a research presence in more than 20 countries in Africa, Asia and Latin America, AND

NOW THEREFORE, the CCSHAU and CIP 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 in the field:

- (i) Exchange of scientists and technologists

- (ii) Testing of CIP material at CCS HAU, Hisar.
- (iii) Evaluation of CIP (International Potato Center) candidate varieties jointly and release as State level as per required procedures.
- (iv) Exchange of scientific literature, information and methodology.

Such cooperation shall 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) creation of facilities for exchange of scientific, technologists and experts and their proper placement;

ARTICLE –II

Implementation

The CCSHAU and International Potato Center (CIP) 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 describe specifically the activities to be carried out under this Cooperative Programme and which 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 national 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 CIP 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 Memorandum of Understanding 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 CIP 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 Memorandum of Understanding with assistance by CCSHAU from CIP's work programme shall be subject to explicit written approval signed by CIP before publication of same by CCSHAU and vice-versa.

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

ARTICLE –IX

Financial Arrangements

In the case of exchange of scientists for study visits on the basis of reciprocity, the sending Party shall meet the to- and fro- travel costs whereas the receiving side shall meet the costs of board, lodging and internal transport. For evaluating material/superior clones conducting the financial arrangement shall be decided by mutual consent of both the Parties.

ARTICLE X

Arbitration

The parties would act strictly according to the relevant provisions of law while implementing this MoU. All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. In case of any dispute that may crop up during execution of MoU the matter would be settled through arbitration by referring it to a committee appointed by the parties on mutual consent.

ARTICLE –XI

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 Memorandum of Understanding shall




stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programmes already being undertaken thereunder, 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
INTERNATIONAL POTATO CENTER
(CIP)


(Dr. Jeet Ram Sharma)
Designation: Director of Research

Date: 29.06.2022

Place: HISAR


(Dr. Sam Mohanty)
Designation: Regional Director, CIP-
Asia

Date: June 29, 2022

Place: HAU