

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**CCS HARYANA AGRICULTURAL UNIVERSITY
HISAR, HARYANA, INDIA**



AND

**CZECH UNIVERSITY OF LIFE SCIENCES
PRAGUE, Czech Republic**



MEMORANDUM OF UNDERSTANDING
BETWEEN
CCS HARYANA AGRICULTURAL UNIVERSITY HISAR, HARYANA, INDIA
AND
CZECH UNIVERSITY OF LIFE SCIENCES PRAGUE (CULS), Czech Republic
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 **CZECH UNIVERSITY OF LIFE SCIENCES Prague (CULS)**, (hereinafter called "**CULS**"), **Czech Republic , Kamýčka 129, 165 00 Praha – Suchdol, Czech Republic** of the other part;

WHEREAS the CCSHAU, is charged with responsibility in India to undertake, aid and promote and coordinate imparting education in agriculture, agricultural engineering, home science and other allied sciences including business management, furthering the advancement of learning and research and its application in practice, particularly in agriculture and allied sciences and undertaking the extension of such sciences to the rural people and do all other things it may consider necessary, incidental and conducive to the attainment of these objectives.

AND WHEREAS THE CULS established in 1776 (according to Act. No.111/1998 Coll. on universities) is one of the leading public universities in Czech Republic, The university has seven large faculties and several units with student strength of >60,000 from different parts of the world, including India. Faculty of Agrobiology, Food and Natural Resources has 18 departments dealing in different aspects of agriculture and related fields.

NOW THEREFORE, the CCSHAU and CULS 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

1. The Parties hereby agree to promote cooperation in the field:
 - Exchange of students and staff;
 - Joint Research activities;
 - Participation in seminars and academic meetings
 - Exchange of academic information and materials;
 - Publication activities of mutual interests.

Except for those provisions set forth explicitly in this document, any conditions related to implementing the activities referred to in this Memorandum will be negotiated by both institutions and the concerned parties and agreed in written to in advance of commencing the activities. Participating faculty and students are subject to the policies and regulations of the Host University, in consultation with the Home University, the Host University may prohibit a participant from further participation in the exchange, when deemed necessary.

2. 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;

The MoU is subject to the conditions and recommendations of the academic approval process of the CCSHAU being satisfied and to the granting of all licenses as required by CULS and CCSHAU and relevant government authorities.

ARTICLE –II **Implementation**

3. The CCSHAU and CULS, Prague 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**

4. 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 written approval of both the Parties for implementation.

ARTICLE –IV **Publication & Intellectual Property Rights**

General clauses:

5. 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.

6. 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.

7. 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.

8. 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 written consent of the other Party.

Commercialization:

9. In case of research results obtained through joint activities under this **MoU** both the CCSHAU and the CULS, Prague 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 written agreement.

Publication:

10. 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 written permission of both the Parties. It may however be ensured that the official emblem and logo is not misused.

Confidential Information:

11. 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.

12. 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.

13. 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

14. CCSHAU and CULS 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.

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

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

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

ARTICLE--VI

Amendments

18. The Parties to this **MoU** may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this **MoU**. **Any modifications/Amendments of either governments after the signing of this MoU will be incorporated as and when issued.**

After signing this amended MoU, the previous MoU already signed will not be valid.

ARTICLE -VII

Institutional Links

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

ARTICLE -VIII

Joint Working Group

20. A Joint Working Group will be set up with representatives from both Parties to meet **once a year** alternately in Hisar and CULS Prague to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE -IX

Financial Arrangements

21. In the case of exchange of scientists for study visits on the basis of reciprocity, the sending Party shall meet the to- and from international travel costs whereas the receiving side shall meet the costs of board, lodging and internal transport.

22. For Training and consultancy of Scientists financial arrangement shall be decided by mutual consent of both the Parties.

ARTICLE -X


Validity / Termination

23. 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 programs already being undertaken thereunder, unless decided otherwise by the Parties by mutual consent.

This document does not constitute a binding agreement and does not constitute any intention by the parties to create legal relations; its sole intention is to facilitate further discussion between the parties. Appropriate written contractual agreements will be drawn up to formalize any arrangements arising from this discussion, subject to the granting of licenses as required by the relevant government authorities.

24. IN WITNESS, WHEREOF, the two Parties hereunto have signed this Memorandum of Understanding on the dates indicated below in two originals in English and Hindi, both text being equally authentic but, in the event of any doubt, the English text shall prevail.

FOR AND ON BEHALF OF CCS HARYANA
AGRICULTURAL UNIVERSITY


(Prof. K.P. Singh)

Designation: Vice-Chancellor
CCS Haryana Agricultural University, Hisar

Date: 7/9/2018

Place:

FOR AND ON BEHALF OF CZECH
UNIVERSITY OF LIFE SCIENCES

(Prof. Ing. Petr Sklenička, CSc)

Designation : -Rector
Czech University of Life Sciences Prague

Date:

Place: