

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CCS Haryana Agricultural University, Hisar**



**And  
Massey University, New Zealand**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CCS HARYANA AGRICULTURAL UNIVERSITY HISAR, HARYANA, INDIA  
AND  
MASSEY UNIVERSITY OF NEW ZEALAND  
FOR COOPERATION IN AGRICULTURAL RESEARCH AND EDUCATION**

This Memorandum of Understanding (MoU) is made between the CCS Haryana Agricultural University, located at Hisar, Haryana 125004, India, (formerly known as the 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, (“CCSHAU”) and Massey University, located at Tennent Drive, Palmerston North 4442, New Zealand, a body corporate that is a University established under the Education Act 1989 (“Massey”); hereinafter referred to as the “Party” or “Parties”.

CCSHAU and Massey, acting through its School of Agriculture and Environment, aim to impart education in agriculture, agricultural engineering, food technology 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;

CCSHAU and Massey acknowledge that they have a common objective to promote and accelerate the progress of research and training in various disciplines of agricultural research; now agree to enter into this MoU formalizing their collaborative activities.

**ARTICLE I  
Objectives**

The Parties hereby agree to promote cooperation in the following fields:

- i. Exchange of scientists and technologists;
- ii. Exchange of germplasm and breeding material of mutual interest;
- 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 Intellectual Property Rights in Article IV;
- vi. Joint Publications;
- vii. Professional Development and/or Short Courses;
- viii. Internships;

- ix. Collaborative Teaching Activities;
- x. International Study Tours in Agriculture.

Such cooperation shall be implemented by the following means:

- i. Establishment of mutual relations between the scientific and technical divisions of the organisations of the respective Parties;
- ii. Creation of facilities for exchange of scientific, technologists and experts and their proper placement.

## **ARTICLE II**

### **Implementation**

CCSHAU and Massey 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 annual 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 determine 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 own the intellectual property rights.
- iii. In case of research results obtained through joint activities, the Parties will jointly own these rights. Each party hereby grants the other an irrevocable, royalty-free, non-exclusive, worldwide and perpetual licence to use the research results for non-commercial scholarly, research and educational purposes.

- iv. The Parties shall not assign any rights arising out of the activities carried out under the clause iii of this Article 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 Massey will, if both parties agree, 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 receiving Party and will be used subject to such terms as the disclosing 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 licence, interest or right to the receiving Party 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**

- i. CCSHAU and Massey agree that except for a Court Order requiring disclosure, neither Party 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:

- a. in the public domain
  - b. known to either Party prior to the date hereof as evidenced by written documents subsequently.
- ii. All data generated through this MoU with assistance by CCSHAU from Massey's work programme shall be subject to explicit written approval signed by Massey before publication of the same by CCSHAU.
  - iii. All data generated through this MoU with assistance by Massey from CCSHAU's work programme shall be subject to explicit written approval signed by CCSHAU before publication of the same by Massey.

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.

## **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 Palmerston North and/or by virtually by video conferencing 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, each Party agrees to pay all of its own costs and disbursements for its activities under this MoU, unless external funding is available.

For training and consultancy of scientists, financial arrangements shall be decided by mutual consent of both the Parties.

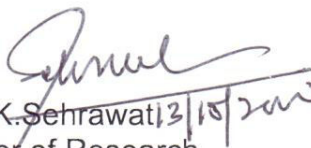
## **ARTICLE X**

### **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. 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.

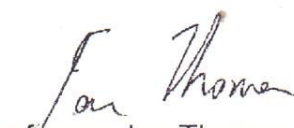
IN WITNESS, WHEREOF, the two Parties hereunto have signed this MoU on the dates indicated below.

**Signed For and on behalf of CCSHAU**

  
Dr. S.K. Sehrawati  
Director of Research

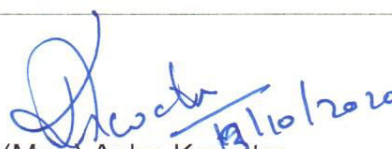
Date:

**Signed For and on behalf of Massey University**

  
Professor Jan Thomas  
Vice-Chancellor

Date: 13 October 2020

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Witness: Dr. (Mrs.) Asha Kawatra  
Dean, Post Graduate Studies

  
Witness: Mrs Brigid Kavanagh-Dee  
Executive Assistant to VC