

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CCS HARYANA AGRICULTURAL UNIVERSITY (CCSHAU)  
HISAR, HARYANA, INDIA  
AND  
INTERNATIONAL CROPS RESEARCH INSTITUTE FOR THE SEMI-ARID TROPICS (ICRISAT)  
HYDERABAD, INDIA**

**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 International Crops Research Institute for the Semi-Arid Tropics (ICRISAT), an international organization under the provisions of the United Nations (Immunities and Privileges) Act, 1947 having its headquarters in Patancheru (near Hyderabad), Telangana, India (hereinafter called "ICRISAT") of the other part;

Both CCSHAU and ICRISAT hereinafter individually called as a "Party" and collectively "Parties".

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 ICRISAT is a non-profit, non-political organization that conducts agricultural research for development in Asia and sub-Saharan Africa with a wide array of partners throughout the world. Covering 6.5 million square kilometers of land in 55 countries, the semi-arid tropics are home to over 2 billion people, with almost 650 million of these being the poorest of the poor. ICRISAT and its partners help empower these vulnerable populations to overcome poverty, hunger and a degraded environment through better agriculture.;

NOW THEREFORE, the CCSHAU and ICRISAT 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 following areas:

- (i) Exchange of Scientists and technologists within the limitations of Parties' resources, policies and procedures;
- (ii) Exchange of germplasm and breeding material subject to required institutional Material Transfer Agreements;
- (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.

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 ICRISAT may nominate appropriate members 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.

The Parties agree to develop within the limitations of the Party's resources, policies and procedures, collaborative work plans that specify the activities to be undertaken, objectives and targets, implementation mechanisms, roles and responsibilities, and resource contributions.

## **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 will set forth the intended financial contributions and roles and responsibilities 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 institutional policies, applicable laws, rules and regulations.

(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/registration of IPRs and once granted, the IPRs will be solely owned by the concerned Party including the exclusive rights of commercialization.

(iii) In case of research results obtained through joint activities, the grant/ registration of intellectual property rights will be sought by both Parties jointly and once granted/ registered these rights will be jointly owned by both the Parties. The actual provisions for IP and IPRs will be captured in the respective project agreement(s), and as per Donor's requirements.

(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.

(v) Any exchange of scientific, biological or genetic materials and related information shall be done on a purely voluntary basis and subject to required institutional policies and through appropriate Material Transfer Agreement.

#### **Commercialization:**

In case of research results obtained through joint activities under this MoU both the CCSHAU and the ICRISAT will apply as co-applicants for the protection of intellectual property rights and commercialization of IPRs.

#### **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. Research findings published by either party will give credit to the other party's contribution and, at the same time, the publishing party will be entirely responsible for the conclusion and interpretations reported.

#### **Confidential Information:**

(i) All information and documents earmarked as "Confidential" 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 Confidential Information, whether communicated in writing or in any other form, discovered or conceived by the scientists or technicians and exchanged with "Confidential" marking under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by both the Parties.



## **ARTICLE--V**

### **Disclosure of Information**

a. CCSHAU and ICRISAT 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 Party prior to the date hereof as evidenced by written documents subsequently.
- b. All new data generated under this Memorandum of Understanding with assistance by a Party or by its collaborating institute, shall be subject to explicit written approval signed by both Parties before publication of the same.

The provisions in this Article shall survive termination or expiration 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 in Hyderabad to follow up the execution of this MoU and suggest necessary measures for its development. The budget and funding for meetings will be shared and negotiated in good faith.

## **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, boarding and lodging costs and other incidentals. The receiving Party shall arrange local transport.

For Training and capacity building Scientists and research team, the financial arrangement shall be decided by mutual consent of both the Parties. The Parties acknowledge that in the absence of any specific agreement to the contrary, all expenses of salary, living and allied costs

shall be determined at the discretion, and be the responsibility of the sending Party.

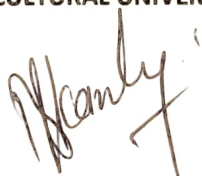
#### **ARTICLE -X**

##### **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 (5) years. Thereafter it shall be renewed for required periods unless either Party serves notice on the other of its intention to terminate it early, 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**



**(Prof. Baldev Raj Kamboj)**  
**Designation: Vice Chancellor**

**Date:** 23.02.2023

**Place:** Hyderabad

**FOR AND ON BEHALF OF ICRISAT**



**(Dr Jacqueline Hughes)**  
**Designation: Director General**

**Date:** 23 Feb 2023

**Place:** Hyderabad.