

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CCS HARYANA AGRICULTURAL UNIVERSITY HISAR, HARYANA, INDIA
AND
SOKOINE UNIVERSITY OF AGRICULTURE, MOROGORO, TANZANIA
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 Sokoine University of Agriculture established under the SUA Charter of 2007 granted under the provisions of the Universities Act No. 7 of 2005 (hereinafter called "SUA") 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 SUA's mission is "To undertake training, research in agriculture, natural resources and allied sciences and delivery of highly competitive outputs that contributes to the national, regional and global socio-economic development and

NOW THEREFORE, the CCSHAU and SUA 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:

- (i) Exchange of scientific literature, information and methodology;
- (ii) Use of scientific equipment as available and required in programme of common interest as may be mutually agreed upon.
- (iii) 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 SUA 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 SUA 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 SUA 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 SUA's work programme shall be subject to explicit written approval signed by SUA before publication of same by CCSHAU.

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

The provisions in this Article will 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
Implementing Agreement and Joint Working Group

- a. The parties agree that this MoU will be supplemented by specific programme/project/activity agreements describing the terms of the arrangement, including the budgets, scope of the agreement, intellectual property rights, and other responsibilities and rights of each party
- b. A Joint Working Group will be set up with representatives from both Parties to meet once in two years alternately in Hisar and Morogoro to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE –IX
Financial Arrangements

- a. 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 or as shall be agreed under specific agreement .
- b. For Training and consultancy of Scientists financial arrangement shall be decided by mutual consent of both the Parties.

ARTICLE –X
Validity / Termination

The MoU will be effective from the date of its signing by both the Parties. It will be valid for a period of five years. It may be 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 under specific agreement made under article VIII unless decided otherwise by the Parties by mutual consent.

ARTICLE –XI
LEGAL EFFECT

This MoU does not place any legal and/or financial obligation to neither party to implement any program/project/activity, exchange any information, except for

Article IV and V of this MoU and as may be stated in written programme/project agreements signed by authorized representatives of both parties.

ARTICLE -XII
DISPUTE RESOLUTION

Parties shall resolve amicably any dispute that may arise in the course of implementing this MoU

The two Parties hereunto have signed this Memorandum of Understanding on the dates indicated below;

**FOR AND ON BEHALF OF CCS
HARYANA AGRICULTURAL
UNIVERSITY**

Name Prof. B.R. Kanhuja

Signature [Signature]

Designation: Vice-Chancellor

Date: 11/7/2023

Place: MOROGORO

DAR ES SALAAM.

**FOR AND ON BEHALF OF SOKOINE
UNIVERSITY OF AGRICULTURE**

Name: Raphael T. Chizunda

Signature: [Signature]

Designation: **Vice Chancellor**

Date: 11/7/2023

Place: **MOROGORO**

