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Article 5 Agreement or Memorandum of Agreement

: AGREEMENT

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Memorandum of Understanding

BETWEEN

University of Agricultural Sciences (UAS), Dharwad, Karnataka, INDIA

Pandit Jawaharlal Nehru College of Agriculture and Research Institute, KARAIKAL, U.T OF PUDUCHERRY FOR COOPERATION IN AGRICULTURAL RESEARCH AND EDUCATION

This Memorandum of Understanding (MoU) is made between the University of Agricultural Sciences, Dharwad (UASD) having its office at Krishi Nagar, Dharwad -

(Signature of First Party) 191412

Registrate UAS, Dharwad

(Signature of Second Party)

The Dean, PAJANCOA & RI, Karaikal

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580005, Karnataka, India (hereinafter called "the University") as a First Party, and Pandit Jawaharlal Nehru College of Agriculture and Research Institute, Karaikal, U.T of Puducherry hereinafter called "PAJANCOA & RI" as the Second party on this 5th day of the month of APRIL in the year 2021 at Dharwad.

WHEREAS the UASD is bestowed with the responsibility in India to undertake, aid, promote and coordinate agricultural and animal husbandry education, research and its application in practice; to act as a clearing house of information, in regard to agricultural research and related matters generally and to do all other things as it may consider necessary, incidental and conducive to the attainment of these objectives;

AND WHEREAS, the PAJANCOA & RI, is the only Agricultural College and Research Institute in the U.T of Puducherry established in 2nd October,1987 by the Government of Puducherry with the prime objectives of imparting agricultural education and meeting the agricultural research and extension needs of the Union Territory. This college is offering B.Sc. (Hons) Agriculture, B.Sc. (Hons) Horticulture and PG programme in 6 departments. The institute is affiliated to the Pondicherry University, Puducherry for meeting its academic standards. This institute is accredited by ICAR (NAEAB).

NOW THEREFORE, UASD and PAJANCOA & RI 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 to promote cooperation in the field of education and research.

"Party" means either PAJANCOA & RI or UASD and "Parties" means both PAJANCOA & RI and UASD.

Based upon principles of mutual equity and reciprocity of benefits, the Parties have agreed to this Memorandum of Understanding hereinafter referred to as "MOU".

Article I – Objectives

- i) The Parties hereby agree to promote cooperation in the field through:
- a. Exchanges and internships for students, faculty, and staff
- b. Development and implementation of collaborative research projects, the areas and methodology to be as mutually agreed upon and subject to Intellectual Property Rights clause in Article IV.
- c. Exchange of scientific literature, information and methodology
- d. Development of joint academic programming.
- ii) Such cooperation shall be implemented by the following means:

(Signature of First Party)

Registrar, UAS, Dharwad

(Signature of Second Party)

The Dean, PAJANCOA & RI, Karaikal

a. Establishment of mutual relation between the scientific and technical division of the organizations of the respective Parties;

b. Creation of facilities for exchange of scientists, technologists and experts and their proper placement.

Article II - Implementation

The UASD and PAJANCOA & RI may name any member of their staff as a coordinator to work out the 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 biennial Work Plans to be articulated jointly with specific details of these activities 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 Parties for implementation.

Article-IV- Publication & Intellectual Property Rights

General Clauses:

- a) Each party will ensure appropriate protection of Intellectual Property Rights generated from the cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed.
- b) 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 the grant of IPR and once granted, the IPR will be solely owned by the concerned party.
- c) In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Parties jointly and once granted these rights will be jointly owned by both the parties.
- d) 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:

e) In case of research results obtained through joint activities under this MoU, both the UASD and the PAJANCOA & RI 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:

f) Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant of 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.

(Signature of First Party) 1914121

Registrar, UAS, Dharwad

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Confidential information:

- g) All information and documents to be exchanged pursuant to this Memorandum of Understanding will be kept confidential by the Parties and will be used to subject to such terms as each Party may specify. A Party will not use the information for the purposes other than that specified without the prior written consent of the other party.
- h) 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.
- i) 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 both Parties.

Article VI - Amendments

The Parties to this MoU may, by mutual written 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 centers.

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

Article IX - Financial Arrangements

As a result of this MOU, neither Party will incur any financial obligations resulting from the actions of the other Party without a prior agreement in writing to accept specific financial obligations. Any additional collaboration agreement(s) pertaining to financial matters will be negotiated separately.

Article X - Dispute Settlement

Any dispute or difference regarding the provisions of this MoU shall be settled through mutual consultations and negotiations.

Article XI – Validity/Termination

This MOU will be in effect from the date of final signature for a period of five (5) years, at which time negotiations can be opened for a renewal.

Either Party may terminate this MOU by written notification signed by the appropriate official of the institution initiating the notice. Such notice by the other Party should be given at least six (6) months prior to the effective termination date. However, obligations and

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commitments already contracted for and involving their Parties shall be honoured and continued by both Parties until such commitments are completed.

Co-ordination of Agreed Activities

In order to carry out and fulfill the aims of this Memorandum, each party will appoint a Co-ordinator, who will be responsible for managing the development and conduct of any activities which the parties agree.

IN WITNESS, whereof, the two Parties hereunto have signed this MoU at University of Agricultural Sciences, Dharwad on this 5th Day of APRIL, 2021, in two originals in English language.

Registrar

For and on Behalf of the

University of Agricultural Sciences, Dharwad

Registrar

University of Agricultural Sciences Dharwad-580 005

Vitness 1:

Witness 1:

Director of Research

UAS, Dharwad - 580005 (Karnataka).

Director of Research UAS, Dharwad

Dr.P.Pandian

Professor and Head

Department of Plant Breeding and Genetics PAJANCOA & RI, Karaikal - 609 603

For and on Behalf of the

PAJANCOA & RI, Karaikal,

UT of Puducherry

UT of Puducherry.

Witness 2:

Dean (Agri.)

UAS, Dharwad – 580005 (Karnataka). DEAN (Agri)

College of Agriculture Dharwad-580 005

Witness 2:

Dr.R.Sankar

Professor and Head

Department of Soil Science and Agricultural Chemistry

PAJANCOA & RI, Karaikal - 609 603

UT of Puducherry.

(Signature of First Party)

Registrar, UAS, Dharwad

(Signature of Second Party)

The Bean, PAJANCOA & RI, Karaikal