

MoUs with CSIR-CSMCRI, Bhavnagar,
National Bank for Agriculture and Rural
Development (NABARD), Ahmedabad
and Junagadh Agricultural University,
Junagadh for approval

ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110

Read: Minutes of 48th Meeting of Board of Management held on 20.09.2018
vide item No. 48.9

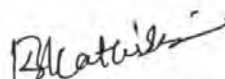
NOTIFICATION

It is hereby notified to all concerned that the 48th Meeting of Board of Management held on 20.09.2018 vide item No. 48.9 has resolved as under:

"It is resolved that BoM approves three MoUs (Annexure-A) with CSIR-CSMCRI, Bhavnagar, National Bank for Agriculture and Rural Development (NABARD), Ahmedabad and Junagadh Agricultural, University, Junagadh for signing and implementation at AAU, Anand."

NO. AAU / DR / T-3 / 6377 / 2018

Date: 06.10.2018


Director of Research &
Dean P.G. Studies

Copy F.W.Cs. to:

1. All Members of Board of Management of this University.
2. All Officers of this University
3. All Deans / Associate Deans of this University.
4. All Unit / Sub Unit Officers of this University.
5. Registrar, Anand Agricultural University, Anand

Copy to:

1. PS to Hon'ble Vice Chancellor, Anand Agricultural University, Anand
2. All Branches of this Section.
3. Dean / Principal, B.A.College of Agriculture, AAU, Anand
4. Professor & Head, Dept. of Microbiology, BACA, AAU, Anand for information and necessary action
5. Associate Research Scientist, Centre for Advanced Research in Plant Tissue Culture, Anand Agricultural University, Anand for information and necessary action

Annexure - A

Sr. No.	Name of organization	Main Area
1.	CSIR-CSMCRI, Bhavnagar (Annexure-A(1))	<ul style="list-style-type: none">• To Promote students and faculty exchange• To collaborate research and extension education.• To exchange softwares and expertise in the area of e-governance
2.	National Bank for Agriculture and Rural Development (NABARD), Ahmedabad (Annexure-A(2))	<ul style="list-style-type: none">• Advisory services for Farmers.• Skill Development of Farmers.• Food processing especially in case of millets and coarse gains.• Research in the areas of mutual interest.• Solarisation of Agriculture.
3.	Junagadh Agricultural University, Junagadh (Annexure-A(3))	Transfer of Data palm Tissue culture Technology

Annexure-A(1)

Memorandum of Understanding

1. THE MoU

1.1 This MoU made and entered into on this _____ between CSIR-CSMCRI having its registered office at Bhavnagar, Gujarat (hereinafter called CSIR-CSMCRI with expression where the context so admits include its successors and permitted assigns) of the one part,

And

1.2 The Anand Agricultural University, Anand hereinafter referred to as "AAU-Anand" is a Premier University, which came in to existence under Gujarat Agricultural University Act-2004, having its registered office at Anand, Gujarat of the other part.

2. PREAMBLE

2.1 Whereas Central Salt & Marine Chemicals Research Institute, Bhavnagar (CSIR-CSMCRI), is involved in working in the field of chemistry, biological sciences and to conduct basic, strategic, applied and anticipatory research to disseminate technology to the society.

2.2 Whereas AAU-Anand is established specially with the regional mandate for strengthening of the triple function of education, research and extension education in agriculture and allied fields. The mandate of AAU-Anand is to impart education to the students in agriculture and allied fields, to conduct research in order to improve the productivity of rural areas, to undertake basic research to breakthrough newer areas of knowledge, to provide opportunities to observe and understand.

WHEREAS, both parties CSIR-CSMCRI and AAU-Anand have come to an understanding to promote teaching, research, extension and e-governance.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

3. STATEMENT OF PURPOSE INCLUDING OBJECTIVES

- a. To promote students and faculty exchange.
- b. To collaborate research and extension education.
- c. To exchange softwares and expertise in the area of e-governance.
- d. To undertake joint staff development programmes.

4. TERMS AND CONDITIONS

- a. This MoU is valid for a period of five years at the first instance, but can be extended with the mutual consent of both the parties.
- b. This MoU shall be deemed to have been automatically rescinded after the expiry of the MoU period, unless renewed for any further period as per mutually agreed upon terms at a later stage.
- c. Either of the parties hereto shall be entitled to terminate the MoU at any time with valid reasons acceptable in writing to both the parties and in such case, the MoU will terminate six months after the date of written notification or date of expiry of the MoU, whichever is earlier. In case of such premature termination of the MoU, all rights and obligations of both parties shall automatically cease except for those covered by written contract including ongoing collaborative activity that can no longer be cancelled.
- d. Responsibility for protection of the Intellectual Property Rights (IPR) arising under this Agreement, or the results/output of the research/technology development shall be borne jointly by CSIR-CSMCRI and AAU-Anand under this MoU if inventors from both the parties are involved. The results of research which are to be legally protected under IPR, shall not be published or relied upon or referred to, prior to registration of such IPR.
- e. Publication of the research results in journals/conferences shall be jointly authored by CSIR-CSMCRI and AAU-Anand. Both the parties shall be permitted to publish technical/ scientific papers based on the research work done under this Agreement, which do not merit protection under IPR, only after prior written approval from other party.
- f. The intellectual property including inventions, designs, improvements, design and property in discoveries, data, knowledge, information and materials isolated, created, acquired or generated in pursuance of the joint work under this MoU shall be the joint property of CSIR-CSMCRI and AAU-Anand and each of the PARTIES to this MoU shall have equal rights in such intellectual property. Furthermore research/technology development activities under this MoU shall be patented or protected against patent right jointly in the name of both CSIR-CSMCRI and AAU-Anand.
- g. CSIR-CSMCRI will undertake filing, maintenance and other administrative work related to the joint IPRs including patent, under this MoU. The expenditure incurred on such activities shall be equally shared by CSIR-CSMCRI and AAU-Anand.
- h. CSIR-CSMCRI and AAU-Anand shall have the full right of transferring/ assigning/ licensing the product/ process/ technology/ know-how developed/ acquired/ isolated/ generated under this MoU to third party, under intimation to the other Party. Any benefit, monetary or otherwise, accruing from such transfer/assignment/license to third parties shall be shared between CSIR-CSMCRI and AAU-Anand in equal proportion.
- i. CSIR-CSMCRI and AAU-Anand shall not submit at any time any application or claim for the protection and/or utilization of an intellectual property right based, whether in part or in full, on CONFIDENTIAL INFORMATION received either directly or indirectly from the DISCLOSING PARTY, without prior written consent of the DISCLOSING PARTY.

- j. All rights and obligations relating to joint IPR, if any, shall survive the termination of the project for any reason.

5. FORCE MAJEURE

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more the force majeure events such as but not limited to acts of GOD, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence of cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

6. AMENDMENTS TO THE MoU

No amendment or modification of the MoU shall be made unless the same is made in writing by the parties or their authorized representatives and specially stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/ executed, unless or otherwise agreed to.

7. ASSIGNMENT OF THE MoU

The rights or/ and liabilities arising to any party to this MoU shall not be assigned except with the written consent of the other party and subject at such terms and conditions as may be mutually agreed upon.

8. ARBITRATION

8.1 It is hereby agreed between the two Parties that MoU shall be executed in manner and form outlined in this Agreement. Any dispute, controversy, difference of any kind whatsoever or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the parties. If no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above-mentioned dispute or difference arose, such dispute or difference shall be referred to the arbitration of the two Arbitrators as nominated by each party, and in case of difference of opinions between them to an umpire appointed by the said two arbitrators. The seat of arbitration shall be decided by the Arbitrator and arbitration shall be conducted in English language. The arbitration will be carried out in accordance with the provisions of Indian Arbitration and Conciliation Act of 1996, or of any modifications or re-enactments thereof. The arbitral award will be final and binding, subject to legal remedies available under the law.

8.2 Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except payment in dispute, if any.

8.3 This Agreement shall be governed by, construed, and enforced in accordance with the prevailing laws of India.

This Agreement has been executed in two originals one of these has been retained by CSIR/CSIR-CSMCRI and the other by the AAU-Anand.

In witness whereof the parties hereto have signed this Agreement the day, month and year mentioned herein before.

For and on behalf of CSIR/CSIR-CSMCRI

For and on behalf of AAU-Anand

Authorized Signatory

Authorized Signatory

Name & Seal:

Name & Seal:

Witness 1

Witness 1

Witness 2

Witness 2

Annexure-A(2)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the 'MoU') entered into on this Day of 2018 by and

Between

National Bank for Agriculture and Rural Development, is a body corporate established under an Act of Parliament, viz., the National Bank for Agriculture and Rural Development Act, 1981, through Chief General Manager, National Bank for Agriculture and Rural Development; NABARD Tower, Opposite Municipal Garden, Usmanpura, Ahmedabad, Gujarat - 380013 hereinafter referred to as "**NABARD**" the **ONE PARTY** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns).

And

Anand Agricultural University, Anand established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural Universities Act 2004) having its registered office at Anand 388110 here in after referred to as "**AAU, Anand**" the **OTHER PARTY**. (which expression shall, unless repugnant to the context, include its successors, administrators and assigns).

Hereinafter, both sometimes individually referred to as a "Party" and collectively as "Parties".

WHEREAS NABARD, under Section 38 of NABARD Act, 1981, is authorized, inter-alia, to provide facilities for training, for dissemination of information and the promotion of research including the undertaking of studies, researches, techno-economic and other surveys in the field of rural banking, agriculture and rural development.

AND WHEREAS AAU, Anand was established in year 2004 for imparting education and training in agriculture and allied sciences by an Act passed by Gujarat legislature. AAU, Anand is involved in the teaching, research and extension education in the field of agriculture science, animal husbandry, bioenergy, veterinary science, dairy science, agricultural engineering, food processing technology, agriculture information technology and allied disciplines. AAU, Anand provides educational support to the farming communities and promotes rural development in rural areas. Also, AAU, Anand provides comprehensive, efficient and economic technologies to farmers, entrepreneurs and agri-business industry to maximize profits with commitment to quality.

NOW THEREFORE THIS DEED WITNESSETH THAT

- I. Within the fields mutually agreeable by the Parties, the following general forms of cooperation will be pursued:
- a) Advisory services for Farmers.
 - b) Skill Development of Farmers.
 - c) Food processing especially in case of millets and coarse grains.
 - d) Research in the areas of mutual interest.
 - e) Solarisation of Agriculture.
- II. This Memorandum of Understanding will become effective immediately on the date of its signing.
- III. **Obligations & Responsibilities of NABARD**
- NABARD shall provide grant and/ or credit support to AAU, Anand for conducting trainings, undertaking research/ pilot projects in the areas mutually agreed upon by the Parties in consonance with the existing policies.
 - NABARD shall undertake due diligence process and appraisals as per its existing policies.
 - The decision to extend grant/ credit for any of the intervention/ research/ pilot/ activity, *etc.*, proposed by AAU, Anand in the areas mutually agreed upon by the Parties, will solely be at the discretion of NABARD.
 - NABARD shall also partner with AAU, Anand for collaborating in areas of rural development other than those identified and indicated at I (a) to (e), if it deems fit as per its existing areas/ emerging priorities or any other future schemes/ initiatives of its own.
- IV. **Obligations & Responsibilities of AAU, Anand**
- AAU, Anand shall identify the immediate area of intervention(s) in the mutually agreed upon areas and also the expected beneficiaries.
 - The interventions shall be in consonance with the areas of cooperation agreed upon.
 - AAU, Anand shall provide implementation and technical support to the interventions.

V. Governing law and Jurisdiction

- i. Any dispute, controversy or claims arising out of or relating to the breach, termination or invalidity of these terms and conditions, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- ii. The place of arbitration shall be Ahmedabad and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in Ahmedabad.
- iii. The arbitration procedure shall be conducted in English language and any award or awards shall be rendered in English.
- iv. The procedural law of the arbitration shall be Indian law.
- v. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction.
- vi. Neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

VI. Intellectual Property

- 6.1 Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consider with their respective laws, rules and regulations to which both Parties are committed
- 6.2 In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.
- 6.3 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 jointly owned by the Parties.

6.4 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 consent of the other Party.

6.5 Commercialization

In case of research results obtained through joint activities under this MoU both (AAU and NABARD) Parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive of both the Parties to commercialize the technology.

VII. Duration of MoU

This MoU will be effective from the date of signature for an initial period of five (5) years and can be extended for further period as per the mutual consent of both the Parties.

VIII. The Party shall indemnify NABARD against all claims in respect of intellectual rights, or other protected rights in respect of research material used for or any other material in connection with the works or temporary works and from against all claims, demands proceedings, damages, costs, charges and expenses whatsoever in respect thereof from 3rd party or in relation thereto. The Parties shall defend all action arising from such claims, before any such infringement and receive their permission to proceed, and shall pay all royalties, damages, costs and charges of all and every sort that may be legally incurred in respect thereof. The Party shall also indemnify NABARD against the claim of the contract employee or damages or loss caused due to the negligence, omission or commission of act of such employee.

IX. The Party shall continue to fulfill their residual obligations till the date of termination under the said contract even after the termination of said contract.

X. NABARD shall have the right to enter into similar agreements with any other Agriculture University in India.

XI. NABARD shall have the right to utilize as it deems fit the research output emanating out of the any of the mutually agreed upon areas of association.

- XII. AAU, Anand shall indicate to NABARD the specific pilots proposed to be undertaken by it in the areas agreed upon by both the Parties. The details of the proposed shall be worked out between the Parties separately.
- XIII. Either Party may terminate this MoU, by giving at least one (1) month prior notice in writing to the other Party.
- XIV. Any notice required to be given under this Agreement shall be served on the Party at their respective address given below by hand delivery or by registered post:

For NABARD

For AAU

Chief General Manager
NABARD Tower, Opposite Municipal
Garden, Usmanpura, Ahmedabad,
Gujarat - 380 013

Anand Agricultural University,
Anand, Gujarat - 388 110

In witness whereof, the Parties have signed this Memorandum of Understanding on the day, month and year first above mentioned.

In the presence of:

1.

2.

In the presence of:

1.

2.

Annexure - A(3)

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MoU) is BY AND BETWEEN Anand Agricultural University established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural Universities Act 2004) having its registered office at Anand - 388 110, herein after referred to as "AAU, Anand" (which expression shall where the context so admits include its successors and permitted assigns), of the **ONE PART**;

AND

Junagadh Agricultural University (JAU), established and incorporated by Gujarat Act No. 5 of 2004 (Gujarat Agricultural Universities Act 2004) herein after referred to as, "JAU, Junagadh" of the **OTHER PART**;

WHEREAS JAU, Junagadh being desirous of getting the license of the Date Palm Tissue Culture Technology from Centre for Advance Research in Plant Tissue Culture at the Department of Agricultural Biotechnology, AAU, Anand.

This Memorandum of Understanding (MoU) defines the role and responsibilities of the participating agencies, monitoring and other matters related to the Date Palm Tissue Culture Technology Licensing to JAU, Junagadh.

NOW THE PARTIES HERE TO AGREE AS FOLLOWS:

1.0 Role of AAU, Anand

- 1.1 To act as a facilitator to the In-charge and other scientists of Centre for Advance Research in Plant Tissue Culture, Department of Agricultural Biotechnology, AAU, Anand for Date Palm Tissue Culture Technology Licensing to JAU, Junagadh.
- 1.2 To provide scientific, technical, or professional advice to JAU, Junagadh, purely on the basis of available expert knowledge and experience with minimal use of laboratory facilities for training of scientists from JAU, Junagadh.

2.0 Role of JAU, Junagadh

- 2.1 To have the Date Palm Tissue Culture Technology Licensing from AAU to JAU, Junagadh. The licensing does not involve any kind of survey, details study, report preparation / submission. For demonstration purpose, the elite starting material suckers will be provided by JAU, Junagadh.

- 2.2 Two to three JAU, Junagadh scientists will be trained on Date Palm Tissue Culture Protocol in the Plant Tissue Culture Laboratory at AAU, Anand. These scientists will have to sign a Non Disclosure Agreement (NDA) before the commencement of training. No TA/DA will be provided to trainees by AAU, Anand but the same will be provided by JAU, Junagadh.
- 2.3 To allow AAU, Anand to check the status of technology licensing assignment at any time during the MoU duration.
- 2.4 The number of visits of the concerned scientist from AAU, Anand to JAU, Junagadh would be restricted to one in three months and for a maximum of two working days per visit (excluding the days of travel). The travel and local hospitality of the scientists for all visits will be arranged by JAU Junagadh. The scientists will have a right but not an obligation to schedule their visits on Saturday / Sunday or public holidays.
- 2.5 JAU, Junagadh, shall provide elite planting material / elite accessions of Date Palm to Centre for Advance Research in Plant Tissue Culture, AAU, Anand for their multiplication at Centre for Advance Research in Plant Tissue Culture, AAU, Anand during demonstration and training. A representative sample of not more than 10 number of plants from first batch will be tested for true to type (similarity to the mother plant). The actual charges for such testing will be borne by JAU, Junagadh.

3.0 Duration of the MoU

Duration of the MoU shall be five years from the date of signing by both the parties. It may be extended for another one year by mutual consent of both the parties. If after the MoU period, one or two visits of the AAU scientist are desired by JAU, Junagadh, it may be permitted. The TA/DA and local hospitality will be borne by JAU, Junagadh for such visits.

4.0 Secrecy

It is hereby agreed that no data / information or skills which the staff of JAU, Junagadh learn from Centre for Advance Research in Plant Tissue Culture, AAU Anand can be transferred to any third party.

5.0 Fees

The entire Date Palm Tissue Culture Technology Licensing to JAU, Junagadh will

be free of cost as this technology was developed at Anand campus of erstwhile Gujarat Agricultural University (GAU), of which JAU, Junagadh was a constituent part. Any additional expenses like visits (TA & DA) by scientists of AAU, Anand towards implementation of Date Palm Tissue Culture Protocol will have to be borne by JAU, Junagadh.

6.0 Arbitration

In the event of any question, dispute or difference whatsoever arising between the parties to this agreement out of or relating to the construction, interpretation or any other matter relating or arising there from operation or effect of this Agreement or the validity of the breach thereof shall be referred to an Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of two month from the notification by the party to the other of existence of such dispute, then the Arbitrator shall be appointed by AAU, Anand.

7.0 Governing law

This MoU shall be governed by the law of India for the time being in force and no amendment can be made in this MoU without the mutual agreement of both the parties.

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this MoU on _____ as written in presence of:

**Director of Research
and Dean PG studies
Junagadh Agricultural University
Junagadh**

**Director of Research
and Dean PG studies
Anand Agricultural University,
Anand**

In witness of

1.

2.

In witness of

1.

2.