

MoUs for approval

# ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110


Read: Resolution of 43<sup>rd</sup> Meeting of Board of Management held on 24-09-2016 vide item No. 43.28

## NOTIFICATION

It is hereby notified to all concerned that the 43rd Meeting of Board of Management held on 24-09-2016 vide item No. 43.28 has resolved as under:

"It is resolved that Board of Management approves the MoU as per **Appendix - A** to be signed with University of Copenhagen, Denmark for its implementation in AAU, Anand."

NO. AAU / DR / T-3 / 8368 / 2016  
Date: 27.10.2016

  
DIRECTOR OF RESEARCH &  
DEAN P.G. STUDIES

Copy F.W.Cs. to:

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

Copy to:

1. PS to Vice-Chancellor, Anand Agricultural University, Anand
2. All Branches of this Section.
3. S.O. File.

**MEMORANDUM OF UNDERSTANDING ON ACADEMIC  
COOPERATION, STUDENTS, STAFF EXCHANGE AND  
RESEARCH COLLABORATION, ETC.**

**BETWEEN**

**ANAND AGRICULTURAL UNIVERSITY, GUJARAT (INDIA)**

**AND**

**FACULTY OF SCIENCE**

**UNIVERSITY OF COPENHAGEN, DENMARK**

# MEMORANDUM OF UNDERSTANDING

Between

ANAND AGRICULTURAL UNIVERSITY, GUJARAT, INDIA

And

UNIVERSITY OF COPENHAGEN, DENMARK

## FOR COOPERATION IN THE FIELD OF EDUCATION AND RESEARCH

The Anand Agricultural University ("AAU"), Anand (Gujarat) India and University of Copenhagen ("UCPH"), Copenhagen, Denmark; Wishing to encourage technical cooperation among their institutions for the development of education and research; Have reached the following understanding:

### ARTICLE- I

The parties agree in accordance with their national legislations to encourage and develop technical cooperation between the two institutions in the area of education and research. The implementing faculty will be the Faculty of Food Processing Technology and Dairy Science on behalf of the Anand Agricultural University and Faculty of Science on behalf of the University of Copenhagen.

### ARTICLE-II

#### Objectives

The selected priority areas of collaboration include exchange of students for higher education and research in the fields of Food Processing Technology, Dairy Science, and allied sciences. The cooperation may be implemented through:

- a. Mobility of under-graduate and / or post-graduate students
- b. Exchange of academic staff
- c. Collaborative research projects
- d. Participation in seminars, workshops, conferences, trainings, academic meetings and short-term academic programs.

### ARTICLE-III

#### Nature of the MoU and Work Plans

Except for the provision herein dealing with confidentiality, this MoU does not create any legally binding obligation on the parties. Specific terms of collaborative activities shall be agreed to by the two parties in a further legally binding agreement (s).

This MoU may be implemented through a Work Plan to be developed jointly, which describe specifically the activities to be carried out under this cooperation program 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

#### Notices

All notices to be given pursuant to this MoU shall be sent in writing to the following individuals:

For AAU

Dr. K. B. Kathiria

Director of Research & Dean PG Studies

Anand Agricultural University

Anand, Gujarat, India

Telephone: +91-2692-263600

E-mail: dr@aaui.in

For UCPH

Dr John Renner Hansen

Dean, Faculty of Science

University of Copenhagen

Copenhagen, Denmark

Telephone: +45-3533-2001

E-mail: dekan@science.ku.dk

### ARTICLE-V

#### Confidentiality (Disclosure of information)

AAU and UCPH 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 MoU, except information which at the date thereof was:

- (i) in the public domain or
- (ii) known to either prior to the date hereof as evidenced by written documents.

- (iii) "Confidential Information" means in respect of a Party, all of that Party's Intellectual Property and Information relating to that Party's private business affairs, including, without limitation, technical, financial, operational, administrative, marketing, economic and other information, which is disclosed and conformed in writing by one party to the other. All Confidential Information, made available to any party for the purpose of this Memorandum of Understanding shall be kept confidential and shall not be disclosed to third party without the prior consent of the other Party.

The provisions in this Article shall survive termination or completion of this Memorandum of Understanding.

#### ARTICLE-VI

##### **Intellectual Property Rights**

- (i) If the research is conducted and completed in India with the help of AAU members in the team, the intellectual property will be protected in India with UCPH, as a co-applicant. AAU will have rights to commercialize the technology.
- (ii) If the research is conducted and completed in UCPH with the help of Indian members in the team, the intellectual property will be protected in Denmark with AAU as a co-applicant. Denmark will have rights to commercialize the technology.
- (iii) In case application is to be made for international protection, the both India and Denmark 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.
- (iv) 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.
- (v) 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.
- (vi) Any publication document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and /or official emblem of the participants on any publication, document and /or paper

will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.

- (vii) Both parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations and other international agreements to which both parties are signatories.

#### ARTICLE-VII

##### **Amendments**

The parties to this MoU may in writing, add, modify, amend or delete any words, phrases, sentences or Article in this MoU after mutual agreement.

#### ARTICLE-VIII

##### **Financial Arrangements**

Each party shall bear its own costs and expenses arising from this MoU unless otherwise mutually arranged and agreed to. The existence of this MoU shall not imply any obligation of the institutions to provide financial support. However, for student exchange, the host institution will waive relevant fees for the period of stay. For the staff, the home institution continues to undertake the appropriate salary of the participant. It will be the responsibility of the persons involved and their home institution to cover travel costs and costs related to housing and living in the host country.

#### ARTICLE-IX

##### **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 or until terminated by mutual written agreement or pursuant to this article. Either Party may terminate this MoU on one (1) month written notice to other party.

In WITNESS WHEREOF the two Parties hereunto have signed this MoU to be executed on the dates indicated below.

Signed for and on behalf of  
ANAND AGRICULTURAL  
UNIVERSITY, ANAND, INDIA  
by its duly authorized officer on  
the \_\_\_ day of \_\_\_\_\_ 2016.

Signed for and on behalf of  
FACULTY OF SCIENCE  
UNIVERSITY OF COPENHAGEN  
by its duly authorized officer on  
the \_\_\_ day of \_\_\_\_\_ 2016.

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Dr. K. B. Kathiria  
Director of Research & Dean PG Studies  
Anand Agricultural University  
Anand-388 110 (India)  
www.aau.in

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Dr John Renner Hansen  
Dean, Faculty of Science  
University of Copenhagen  
Copenhagen, Denmark  
www.ku.dk

WITNESSES

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Dr. J. B. Prajapati,  
Dean Faculty of Dairy Science  
Anand Agricultural University  
Anand-388 110 (India)

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Dr. Lykke Friis, Prorector for Education  
University Management  
University of Copenhagen  
DK-1017 Copenhagen K (Denmark).

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Dr. D.C. Joshi, Dean  
Faculty of Food Processing Technology  
Anand Agricultural University  
Anand-388 110 (India)

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Dr. Bjarke B. Christensen, Head of Department  
Department of Food Science  
University of Copenhagen  
DK-1958 Frederiksberg (Denmark)

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