

MoUs with Gujarat Narmada Valley
Fertilizers & Chemicals Limited
(GNFC), P.O. Narmadanagar, Dist.
Bharuch, Gujarat, Gujarat Organic
Agricultural University, Halol and
University of Venda (UNIVEN),
Thohoyandou, Vhembe District, South
Africa for approval

ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110

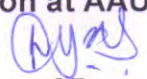
Read: Minutes of 53rd Meeting of Board of Management held on 11.11.2020
vide item No. 53.26

NOTIFICATION

It is hereby notified to all concerned that the 53rd Meeting of Board of Management held on 11.11.2020 vide item No. 53.26 has resolved as under:

"It is resolved that the Board of Management approves three MoUs (Annexure-A) with Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC), P.O. Narmadanagar, Dist. Bharuch, Gujarat, Gujarat Organic Agricultural University, Halol and University of Venda (UNIVEN), Thohoyandou, Vhembe District, South Africa for signing and implementation at AAU, Anand."

NO. AAU / DR / T-3 / 10255 / 2020
Date: 24.12.2020


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 of this University.
5. All Unit / Sub Unit Officers of this University.
6. Registrar, Anand Agricultural University, Anand in response to vernacular letter જા.જા. આકૃષ્ટ/રજી/એકે(મીટીંગ)/(૧૨૮)/૫૪૧૨-૫૪૨૦/૨૦૨૦, તા.03.૧૨.૨૦૨૦. Moreover 20 copies of Notification are enclosed herewith for needful action.

Copy to:

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

Annexure- A

Sr. No.	Name of organization	Main Area
1.	Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC), P.O. Narmadanagar, Dist. Bharuch, Gujarat (Annexure-A(1))	<ul style="list-style-type: none"> • Transfer of Data palm Tissue culture Technology
2.	Gujarat Organic Agricultural University, Halol (Annexure-A(2))	<ul style="list-style-type: none"> • Collaboration in Teaching, Extension education and Research in Organic Farming with mutual interest
3.	University of Venda (UNIVEN), Thohoyandou, Vhembe District, South Africa (Annexure-A(3))	<ul style="list-style-type: none"> • To undertake collaborative research, teaching and learning and community engagement activities. • To exchange staff and students, including exchange of administrators for academic and research purposes including entrepreneurship development. • Exchange of germplasm, innovations and the technologies development by both the universities. • To hold jointly organized meeting / workshop.

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

Gujarat Narmada Valley Fertilizers & Chemicals Limited (GNFC), P.O. Narmadanagar, Dist. Bharuch, Gujarat herein after referred to as, "GNFC" of the OTHER PART;

WHEREAS GNFC 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 GNFC, Narmadanagar.

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 GNFC, Narmadanagar.
- 1.2 To provide scientific, technical, or professional advice to GNFC, Narmadanagar, purely on the basis of available expert knowledge and experience with minimal use of laboratory facilities for training of scientists from GNFC, Narmadanagar.

2.0 Role of GNFC

- 2.1 To have the Date Palm Tissue Culture Technology Licensing from AAU to GNFC, Narmadanagar. 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 GNFC, Narmadanagar.
- 2.2 Two to three GNFC, Narmadanagar 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 GNFC, Narmadanagar.

- 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 GNFC, Narmadanagar 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 GNFC, Narmadanagar. The scientists will have a right but not an obligation to schedule their visits on Saturday / Sunday or public holidays.
- 2.5 GNFC, Narmadanagar 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 GNFC, Narmadanagar.

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 GNFC, Narmadanagar, it may be permitted. The TA/DA and local hospitality will be borne by GNFC, Narmadanagar for such visits.

4.0 Secrecy

It is hereby agreed that no data / information or skills which the staff of GNFC, Narmadanagar 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 GNFC, Narmadanagar will be given at no cost to GNFC as is a joint sector enterprise promoted by the Government of Gujarat and the Gujarat State Fertilizers & Chemicals Ltd. (GSFC). Also as per parliamentary committee meeting advise to

extend this technology for farmers benefit. 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 GNFC, Narmadanagar.

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
Anand Agricultural University,
Anand

Managing Director
Gujarat Narmada Valley Fertilizers &
Chemicals Limited,
Narmadanagar, Bharuch

In witness of

1.

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In witness of

1.

2.

Annexure – A(2)

MEMORANDUM OF UNDERSTANDING BETWEEN GUJARAT ORGANIC AGRICULTURAL UNIVERSITY AND ANAND AGRICULTURAL UNIVERSITY

1. Gujarat Organic Agricultural University, Gujarat hereinafter referred to as "GOAU", is a premier Organic Agricultural University established by Government of Gujarat Act No. 16 of 2017. The university envisages the pressing need of organic agriculture with vision & mission primarily grafted with academic pursuits focussing on ancient knowledge & practices, modern developments and research in the field of Organic Farming and agricultural ecosystem as a whole. The university has the mandate to impart education by means of teaching and training, to carry applied and anticipatory research and to disseminate extension activities for sustainable development of organic farming. The University as the first party is committed to develop the collaboration with public as well as private organizations within the country and abroad involved in developing the capacity building programmes, research activities, extension support system and promotion of agri-business development.
2. Anand Agricultural University, Anand hereinafter referred to as "AAU" is a Premier University, which came into existence under Gujarat Agricultural Universities Act No. 5 of 2004. The University 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 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 the life of rural people, to enable the students to inculcate the attitudes and develop skills relevant for grass-root work.

This MEMORANDUM OF UNDERSTANDING (MoU) is entered into on this _____ day of _____, 20____.

BETWEEN

Gujarat Organic Agricultural University (GOAU) represented by its Vice Chancellor, having its headquarter at Halol, Gujarat in India hereinafter referred to as the PARTY OF THE FIRST PART

AND

Anand Agricultural University (AAU) represented by its Vice Chancellor having its headquarter at Anand, Gujarat in India hereafter referred to as the PARTY OF THE SECOND PART

WITNESS that

WHEREAS, THE Party of the First Part is an education institution of national importance engaged in advancement of teaching, research and extension activities in the fields of organic agriculture and allied sciences.

WHEREAS, THE Party of the Second Part is an educational institution of national importance engaged in advancement of teaching, research and extension activities in various fields of agriculture and allied sciences.

WHEREAS, both, Party of the First Part and the Party of the Second Part have come to an understanding to promote teaching, research and extension education activities. Since GOAU is under establishment stage with limited infrastructural facilities and manpower, GOAU and AAU hereby enter into this Memorandum of Understanding (MoU) for collaboration in Teaching, Extension education and Research in Organic Farming with mutual interest and in accordance with terms and conditions set forth in this MoU.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS.

1. STATEMENT OF PURPOSE INCLUDING OBJECTIVES

- a. To promote students' and faculty exchange
- b. To collaborate in teaching, research and extension education activities
- c. To undertake joint staff/faculty development programmes

- d. Utilization of the available academic and research infrastructure including technical expertise at AAU, by GOAU on mutually agreed terms, until GOAU becomes self sufficient and fully functional or upto the tenure of this MoU.

2. TERMS AND CONDITIONS

1. This MoU is valid for a period of five years at the first instance, but can be extended with the consent of both the parties.
2. 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.
3. 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.
4. In case of any dispute that may crop-up during executing of MoU, the matter would be settled through arbitration by referring to Arbitration Committee comprising of a member nominated each by two parties and one member will be jointly nominated by both the parties.
5. All credits and benefits for collaborative work including the intellectual property generated during the tenancy of project would be equally shared between both the parties i.e. both parties shall be the joint owners of this IP.
6. The collaborative programme between the two parties shall be coordinated by a Coordination Committee consisting of two members from each organization nominated by the respective Vice Chancellors.
7. The decision regarding patenting of the technology developed shall be taken jointly by the Co-ordination Committee. In case the technology developed is to be patented, the cost of patent and benefits accrued shall be shared keeping in view of both the parties and ICAR/IPR guidelines.

Rights pertaining to third party, if any, will be decided jointly by both the parties. Rights for commercialization shall rest jointly with both the parties and shall be decided by Co-ordination Committee. In case of involvement of private sector, decision will be taken through joint consultation and keeping in view Government/ICAR guidelines.

8. Financial provision for any joint/collaborative activities shall be made by both the parties as per the mutually agreed terms and conditions. Moreover, Party of the Second Part may charge to the Party of First Part for the services provided as per the Government/University rules and guidelines on mutually agreed terms and conditions.
9. Being a newly established University, GOAU shall ensure the required/mandatory permissions from state or central Government including ICAR as deemed to be necessary for any joint/collaborative activities.

IN WITNESS WHEREOF, the authorized representatives of both the parties have hereunto affixed their signatures on the dates indicated below:

For
Gujarat Organic Agricultural University

For
Anand Agricultural University

Dr. B. R. Shah
Vice Chancellor

Dr. R. V. Vyas
Vice Chancellor

Signed in the presence of

Signed in the presence of

Registrar,
GOAU, Halol

Dr. R. V. Vyas
Director of Research & Dean,
P. G. Studies
Anand Agricultural University, Anand

Date: / /2020

Place: Anand

Annexure - A(3)

MEMORANDUM OF UNDERSTANDING

Entered into by and between

ANAND AGRICULTURAL UNIVERSITY



(herein represented by Dr. R.V. Vyas in his capacity as the (I/c.) Vice
Chancellor) and hereinafter referred to as the "AAU"

and



University of Venda

(herein represented by Dr. N.B. Nthambeleni in his capacity as the Vice-
Chancellor and Principal) and hereinafter referred to as the "UNIVEN"

VO
3

WHEREAS

1. This Memorandum of Understanding (MoU) is entered into and executed by and between the University of Venda (UNIVEN), situated in Thohoyandou, Vhembe district of the Limpopo Province of South Africa, whose mission is to offer a range of undergraduate and postgraduate qualifications in fields of study that are responsive to the development needs of the Southern African region, using appropriate learning methodologies and research and Anand Agricultural University (AAU), situated in Gujarat State, India, whose mission is to play a pivotal role in teaching, research and extension education services related to agriculture and allied sciences / sectors.
2. The UNIVEN has aligned its vision and mission to the needs of the community at local, national, regional, international and continental levels. The university has also been mandated by the National department of Education, to transform into a comprehensive institution offering a broad range of under graduate, post graduates and career-focused qualifications. This process of transformation has created significant changes in administrative, governance and the size and shape of the curriculum. It has also attracted better qualified staff and resulted in improved student profile.
3. UNIVEN has established itself as a national asset through its strength in nurturing under-prepared students from disadvantage rural areas in particular into nationally competitive graduates and highly educated and skilled pool of academic staff from several countries in Africa. The UNIVEN has therefore become an important player on the South African higher education landscape, contributing significantly to the human resources and development needs of the country and region. Its vision is to be at the centre of tertiary education for rural and regional development of Southern Africa.
4. 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. In pursuing its various programmes, AAU's overall mission is to promote sustainable growth and economic independence in rural society. AAU aims to do this through education, research and extension education backed by establishment of linkages with national and international institutes / organizations.

The mandate of AAU is

- To impart education to the students in agriculture and allied fields.
- To conduct research to improve the productivity of rural areas.
- To undertake basic research to breakthrough newer areas of knowledge.
- To provide opportunities to observe and understand the life of rural people.
- To enable the students to inculcate the attitudes and develop skills relevant for grass-root work.

Both Universities are desirous to formalize and intensify their collaboration.

NOW THEREFORE THE PARTIES WISH TO CO-OPERATE AS FOLLOWS:

ARTICLE 1

SCOPE OF THE MEMORANDUM OF UNDERSTANDING

By this MOU, the collaborating institutions (AAU and UNIVEN) confirm their intent to contribute to the following:

- 1) To hold jointly organized meetings/workshops, on subjects of mutual interest;
- 2) To use staff members from the respective partner University as external examiners, specifically at postgraduate levels;
- 3) To benchmark their teaching and learning methods;
- 4) To exchange staff and students, including exchange of administrators for academic and research purposes including entrepreneurship development.
- 5) To develop joint staff and students' development programmes;
- 6) To undertake collaborative research, teaching and learning and community engagement activities involving all the concerned stakeholders for undertaking the work in an integrated manner.
- 7) To cooperate with each other and as appropriate, with relevant national, regional, and international institutions operating within the region in the design, implementation and capacity building to achieve maximum impact on matters of common interest;
- 8) Exchange of germplasm, innovations and the technologies developed by both the universities as per the existing norms of the respective state / national

governments for the mutual benefit of the people of Republic of South Africa and India.

ARTICLE 2 COORDINATION

The parties agree that:-

- 1) It is necessary to keep the channels of communication open between them at all times;
- 2) The contact persons for communication between the parties shall be:
AAU : Director of Research, AAU, Anand
UNIVEN: Director of International Relations

ARTICLE 3 FUNDING AND DISBURSEMENT

This Memorandum of Understanding represents the base on which the Parties solicit funds to support program activities. Financial transactions under this Memorandum of Understanding will be in accordance with the regulations of the respective institutions and/or in adherence to guidelines of third party donors, and specific agreements will be entered into when necessary.

ARTICLE 4 EQUIPMENT AND OTHER PROPERTY

Equipment and other property obtained under this Memorandum of Understanding shall remain the property of the recipient institution.

ARTICLE 5 PUBLICATION AND INTELLECTUAL PROPERTY RIGHTS

- 5.1 Each party will ensure appropriate protection of Intellectual Property rights generated from cooperation pursuant to MoU, consider with their respective laws, rules and regulations and international agreements to which both parties are committed.
- 5.2 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.

5.3 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 be jointly owned by the parties.

5.4 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.

5.5 Commercialization

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

5.6 Publication

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.

5.7 Confidential Information

5.7.1 All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other party.

5.7.2 All Confidential Information shall remain the exclusive property of the disclosing party. The Parties agree that this agreement and 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.

5.7.3 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 6 REPORTING

UNIVEN and AAU shall keep each other informed about all matters of importance relevant to the Memorandum of Understanding.

ARTICLE 7 IMPLEMENTATION

This MOU for "Collaboration" is written and agreed to between AAU and UNIVEN, based on necessary discussions held between the staff of these institutions, in order to identify potential areas of collaboration between the two institutions. The two parties will arrange for the actual implementation of their collaboration through separate implementation agreements under this umbrella memorandum.

ARTICLE 8 AMENDMENT OF THE MEMORANDUM OF UNDERSTANDING

This MOU may be amended by mutual agreement by both Parties through an exchange of notes, provided that such agreement is reduced to writing and signed by both parties as an addendum to this Memorandum of Understanding.

ARTICLE 9 DISPUTE RESOLUTION

The Parties agree to settle any dispute between them relating to the interpretation or implementation of this Memorandum of Understanding amicably through negotiation and mutual consent.

ARTICLE 10 TERMINATION OF THE MEMORANDUM OF UNDERSTANDING

Any party desirous of terminating this Memorandum of Understanding shall give the other party thirty (30) days' notice in writing through the appropriate channel to the other Party of its intention. Such termination will release all the parties of their obligations under this memorandum, provided that the parties will ensure that all projects in progress are, as far as possible, permitted to be completed in an orderly manner within an agreed period.

ARTICLE 11
NON ACTIONABLE

The parties agree that this Memorandum of Understanding does not constitute a legally actionable document and any misunderstandings and breaches will be mutually resolved between the parties with no recourse to any court of law.

ARTICLE 12
ENTRY INTO FORCE AND DURATION

- 1) This MOU shall enter into force on the date of its signature by the Parties hereto, and shall remain valid unless otherwise modified by mutual agreement of the Parties.
- 2) This MOU shall have the duration of 5 (five) years from the date of its commencement, with the option of renewal, subject to a written approval by both parties.

ADDRESSES AND NOTICES

For purposes of the MoU, including notice and service of legal process, the parties choose *domicilium citandi et executandi* (i.e addresses to which notices may be sent and summonses and other legal documents may be delivered) at the following addresses:

1. Anand Agricultural University Physical Address:
(Full names): Dr. R.V. Vyas, Vice Chancellor
Khetiwadi
ANAND - 388110
Gujarat State, INDIA
Tel: +91 2692 261273
2. University of Venda Physical Address:
(Full names): Mr Edward Nkhangweleni Lambani
University Road, P/Bag x5050
Thohoyandou, 0950, South Africa
Tel: +27 15-962 8505

IN WITNESS WHEREOF the undersigned, being duly authorized have signed this MOU in two copies in the English language, and the two texts being equally authentic.

THUS DONE AND SIGNED AT THOHOYANDOU ON THIS THE 8th DAY OF July 2020.

AS WITNESSES:

1. _____
Signatures

Full Names

2. _____
Signatures

Full Names

Dr. R.V. Vyas
Vice-Chancellor AAU, Anand

THUS DONE AND SIGNED AT THOHOYANDOU ON THIS THE 8th DAY OF July 2020.

AS WITNESSES:

1. [Signature]
Signatures

VD Nethandam
Full Names

2. [Signature]
Signatures

N. Nengadurai
Full Names

[Signature]
Dr Ndanduleni Bernard Nthambeleni
Vice-Chancellor & Principal, UNIVEN

* * *