



# MEMORANDUM OF UNDERSTANDING

The Memorandum of understanding (MoU) made in SAS Nagar, Punjab on this **Date** say of **Month**, **Year** and between:

- National Agri-Food Biotechnology Institute (NABI) (an autonomous institute of Department of Biotechnology, GOI), Sector 81, Knowledge City, Manauli PO, SAS Nagar (Mohali), Punjab, India (herein after referred to as "NABI" the context otherwise requires include their respective nominees, legal representatives and successors); and
- 2. Central University of Haryana (CUH), Mahendragarh, Haryana India set up by an Act of parliament: "The Central Universities Act, 2009" by the GOI (herein after referred to as "CUH" the context otherwise requires include their respective nominees, legal representatives and successors)

#### Scope of MoU:

This MoU details the modalities and general conditions regarding collaboration between NABI and CUH for enhancing within the country, to promote the research cooperation between the two institutes.

## **Objectives**

- 1. NABI and CUH will undertake joint research work in the areas of mutual interest.
- 2. The concerned scientists of NABI and corresponding faculty members of CUH will formulate research projects with due approval of both the institutes.
- 3. Impart training to staff, students and technical personnel within the areas of cooperation.
- 4. Keeping in view the interest and objectives of both the institutes, NABI and CUH will take initiative in writing collaborative extramural grant proposals to agencies in India and abroad.

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### **Sharing of facilities**

### Both NABI and CUH jointly agree:

- 1. To share their respective important research and development (R&D) facilities in order to promote research interactions in the areas of cooperation. The institutes agree to share software, other materials and components developed in-house in the areas of cooperation.
- 2. To share laboratory, animal house, library and other supporting facilities to the personnel cornered in the areas of cooperation.
- 3. To share research results in the areas of cooperation. Institute will communicate the results together in the form of publications/patents or other forms of intellectual property.
- 4. Both the parties shall meet their respective expenses which they might incur while carrying out their respective agreed obligations.

#### Renewal of the MoU

- 1. It is agreed that the progress of this MoU shall be monitored by the review committee comprising the Vice Chancellor, CUH and the Executive Director, NABI or their respective nominees through periodic joint meetings. In case there is nothing to the contrary, this MoU shall continue to get renewed automatically, for the next term of 3 (three) years after the completion of one term.
- 2. Any mid-term change/ alteration in the terms and conditions of this MoU as suggested by the review committee, if mutually agreeable to the heads of the both the organizations shall also be deemed to be valid for both the organizations for the rest of the duration from thereon.
- 3. The MoU may be amended from time to time by mutual consent of both the parties. The MoU may be terminated of any of the two parties want to withdraw from it.

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# **Intellectual Property Rights**

- 1. The results of the work produced through the joint efforts of the parties under the terms of this MoU will be jointly owned. Disclosure, if any, of any such results to the parties outside this MoU will only be done with the separate agreements of both the parties.
- 2. Rights regarding publications, patents, royalty, ownership of software/ design, product and process developed etc/ under the scope of this MoU shall be decided by the two parties on mutual consent.

## **Dispute Resolution**

Both the parties to this MoU being autonomous Central Government Institutes, any dispute relating to the implementation of his MoU shall be resolved through mutual consultations between the Heads of both the institutes. However, in case of their failure to resolve the issue, the same shall be referred to an Arbitrator appointed as per the applicable India Arbitrator and Conciliation Act of 1966, whose decision will be binding.

Signed on 30th August, 2019 at National Agri-Food Biotechnology Institute in two originals, one to be retained by each of the signatories.

Dr. T. R. Sharma

Executive director

NABI, S.A.S. Nagar

Mahendragarh, Mohali (Punjab) Haryana and great bistechnology Govi, of India

सोकाली (पालाप) Mohali (Punjab), India

Vice-chancellor

CUH,

Witness:

5. Knishnam [5. Krishnan].

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