

MEMORANDUM OF UNDERSTANDING BETWEEN

National Institute of Plant Genome Research, New Delhi
AND

Sardar Vallabhbhai Patel University of Agriculture and Technology, Meerut, (UP)

This Memorandum of Understanding (MoU) is made on March...., 2018, between

I. **National Institute of Plant Genome Research, New Delhi** hereinafter called NIPGR, an autonomous research Institute of the Department of Biotechnology, Ministry of Science & Technology, Government of India, located in New Delhi, represented by the Director, NIPGR, of the one part and

II. **Sardar Vallabhbhai Patel University of Agriculture and Technology, Meerut, U.P.** hereinafter called the University, an Agriculture University established by the Government of Uttar Pradesh under Uttar Pradesh Krishi Avam Prodhayogik Vishwavidhyalaya Adhinyam Act 1958 (U.P. Act XLV of 1958), located at Shiwaya (Modipuram), Meerut, Uttar Pradesh, represented by the Vice Chancellor of the University, of the other part.

PREAMBLE

NIPGR being a Laboratory involved in research in the areas of cellular and molecular biology and has evolved as a leading research institute in the fields of plant genomics and genetics, molecular biology, cell biology, and bio-informatics with all the necessary equipment and facilities. It has experienced and qualified persons in these areas.

NIPGR, having research interests and expertise in the area of plant biotechnology intends to develop and popularize improved crop varieties of its interest using molecular breeding technique.

Sardar Vallabhbhai Patel University of Agriculture and Technology is an important teaching and research university located near National Capital Region that is involved in training the next generation of agricultural scientists and in the development and popularization of newer crop varieties. It has expertise in the areas of plant genetics, breeding, pathology, physiology, biotechnology, agronomy, entomology and extension, etc.

NIPGR and the University have resolved to come together through this MoU to actively collaborate in development of new crop varieties through breeding and marker assisted selection. NIPGR and the University also agree to share research facilities such as field facilities of the University and the advanced genomic facilities for research and training in NIPGR.

In this regard, NIPGR has sought the collaboration of the University for providing research fields (initially for approximately five acres) for about three years, extendable

for two more years, for conducting breeding, phenotyping, developing mapping populations and for studying the multi environmental effects on staple crops like rice, chickpea and brassica etc., and the University has expressed its willingness for providing research fields. Additionally, following areas will be explored based on terms and conditions mentioned hereunder.

- NIPGR will provide training to students of the University, in its domain areas.
- NIPGR will impart advanced training to the faculty of the University.
- Both parties will explore joint research projects in the mutual interest areas. Where joint projects are undertaken, the amount of funds/resources that are to be committed by each organization or the funds that are to be sought from funding/donor agencies is to be decided on case by case basis and will be supported by separate MoUs. The two organizations resolve that in such joint projects, credit will be shared equally in patents, publications and publicity or as agreed in the MoU for the specific project. Credit sharing in case of release of materials and knowledge would be decided after joint discussion and agreed terms and conditions between both the Parties on case-to-case basis. In case, collaborations involve third parties, the MoUs for such projects will include the concerned third party/parties and their rights and responsibilities as indicated in this MoU.
- NIPGR scientists will participate in teaching activities of the University through guest lectures.

1. Rights and responsibilities of the University

- a) The University shall provide the requisite field area in its campus, for conducting breeding and phenotyping of agronomic traits experiments.
- b) The University shall share the existing logistic facilities available at its field stations.
- c) The University shall permit and facilitate NIPGR team for field experiments in these research field stations and suitable accommodation whenever required.
- d) The expenses towards facilities described but not limited to the above, shall be borne by NIPGR on actual cost basis.
- e) All the proposed activities at the University will be handled through the mutually agreed designated scientists/researchers of University/Institute.

2. Rights and responsibilities of NIPGR

- a) NIPGR team shall visit the University/Field stations regularly for specific purposes as mentioned below:
 - i. To co-ordinate preparation of fields and sowing of seeds
 - ii. To co-ordinate phenotyping and breeding
 - iii. Soil sampling for testing and to collect weather data
 - iv. To co-ordinate harvest on selected fields and storage of seeds
 - v. To provide guest lectures to the students in the teaching program of the University

- b) NIPGR will provide at any point of time, project training (for a period of one to six months) for up to six MSc/M.Tech or BSc/B.Tech students of the University. The costs of training will be borne by NIPGR. The students will have to make their own lodging arrangements as NIPGR will not be able to provide accommodation to the students. NIPGR will however provide access to mess facilities for the students on cost basis.
- c) NIPGR would provide in its campus advanced training to University faculty members with the costs to be borne by NIPGR.
- e) NIPGR would be suitably indemnified against any administrative/financial obligation for this collaborative arrangement, other than mentioned in this MoU.

3. Financial arrangement

- a) NIPGR will bear the input cost, if any, for the expenditure incurred in carrying out the experimentation in field of the University.
- b) The schedule of the visit to the University by the NIPGR scientists and researchers will be prepared periodically by NIPGR scientists during the field experiment period and period thereafter for data collection and will be communicated prior to the designated person of the University. The cost for the visit will be borne by NIPGR. Similarly, schedules for training students and faculty members of the University would be communicated by the University beforehand.

4. Confidentiality and conditions

- a) All information and documents to be exchanged pursuant to this Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. A Party will not use the information for purposes other than that specified without the prior written consent of the other Party.
- b) 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.
- c) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or researchers and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise mutually agreed by the Parties.

5. Intellectual property rights for Collaborative Projects

- a) Both NIPGR and the University scientists are expected to deliver results that could be useful to farmers and researchers. Institutional policies and norms shall be adhered in handling the data. The specifics of sharing of IPRs will be decided on a case by case basis, as decided in separate MoUs for each collaborative project

6. Disclosure of Information/Material

- a. NIPGR and the University 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/material made available to the Parties, in the performance of work and/or generated by the performance of work, under this Agreement, except information which at the date hereof was:

- (i) in the public domain
 - (ii) known to either prior to the date hereof as evidenced by written documents subsequently.
- b. All data/material generated through this Memorandum of Understanding with assistance of the University or a collaborating institute in India from this work programme shall be subject to explicit written approval signed by the University and NIPGR before publication/release of same by the University and /or the collaborating institute or NIPGR.

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

7. Commercialization of knowledge/materials obtained through joint research programs

In case of research results obtained through joint research activities under this MoU both the University and the NIPGR will apply as co-applicants for the protection of intellectual property rights subject to exclusive/non-exclusive rights of both the parties to commercialize the technology in India. Commercialization in any other country shall be done jointly through a separate agreement.

8. Publication

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

9. Amendments

The Parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.


10. Validity / Termination

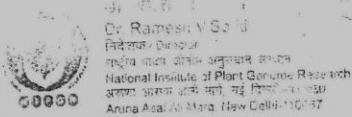
The MoU shall be effective from the date of its signing by both the Parties, shall be valid for a period of three years from that date and is extendable for a further period of two years. (renewable subject to approval of both the parties) unless either Party serves notice on the other of its intention to terminate it, in which event, the Memorandum of Understanding shall stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programmes already being undertaken there under, unless decided otherwise by the Parties by mutual consent.


IN WITNESS, whereof, the two Parties hereunto have signed at Sardar Vallabhbai Patel University of Agriculture and Technology Campus, Shiwaya (Modipuram), Meerut, Uttar Pradesh on this Twenty First day of April, 2018 in two originals in English and text being equally authentic.

11. Arbitration

All the disputes arising out of this shall be sorted out between Director NIPGR and Vice Chancellor, Sardar Vallabhbai Patel University of Agriculture and Technology, Meerut, Uttar Pradesh or their representatives.


Director, NIPGR

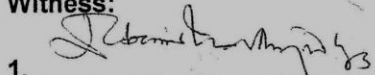


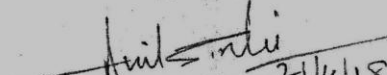

Vice Chancellor, SVPUA&T

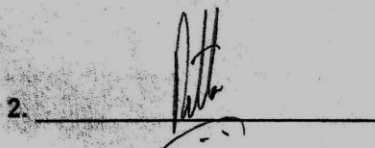
Dr. Gaya Prasad
Vice-Chancellor
S. V. P. U. A. & T. Meerut

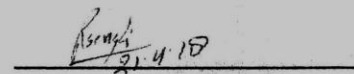
21/04/18

Witness:

1. 
(Dr. Debasis Chatterjee)


(ANIL SIRAH) DEAS

2. 


(Ruby Singh) DEAN COVAS

