

MEMORANDUM OF UNDERSTANDING

Between



महात्मा ज्योतिबा फुले
रुहेलखण्ड विश्वविद्यालय, वरेली

**Mahatma Jyotiba Phule Rohilkhand University,
Bareilly-243001 UP, India**

and



UNIVERSITY
OF WARSAW

**UNIVERSITY OF WARSAW, Krakowskie
Przedmieście 26/28, 00-927 Warszawa, POLAND**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
M.J.P.ROHILKHAND UNIVERSITY, BAREILLY, U.P., INDIA
AND
UNIVERISTY OF WARSAW, POLAND
FOR COOPERATION IN AGRICULTURAL RESEARCH AND EDUCATION**

This Memorandum of Understanding (MoU) is made between the M. J. P. Rohilkhand University, Bareilly, U.P., India having its office at Bareilly-243006, U.P., India, established under U. P. University Act 1973 as a State University (hereinafter called "MJPRU") of the one part, and University of Warsaw, Poland a public university having its office at ul. Krakowskie Przedmieście 26/28, 00-927 Warsaw, Poland (hereinafter called "UW");

WHEREAS the MJPRU, aims at imparting education in Science. Arts, Commerce, Engineering, Medical, Ayurved, Language, Fine arts, Agriculture, home science and other allied sciences; furthering the advancement of learning and research an all above disciplines and undertaking the extension of such sciences to the weaker section both in rural as well as urban areas.

AND WHEREAS the Faculty of Biology of UW is of the 25 faculties of the University of Warsaw, the largest academic center in Poland. The research and teaching departments are grouped into eight institutes, a botanical garden, three field stations, and twelve core facilities labs. The Faculty of Biology of UW educates in the field of biology, biotechnology and environmental protection.

NOW THEREFORE, MJPRU and UW, inspired by their common objectives to promote and accelerate the progress of research and training in various disciplines of biological/agricultural research;

HAVE decided to enter into this MoU and agree as herein contained:

ARTICLE – I: Objectives

The Parties hereby agree to explore ways to promote cooperation in the field:

- (i) Exchange of students, scientists, and technologists and staff;
- (ii) Exchange of scientific literature, information and methodology;
- (iii) Use of scientific equipment as available and required in programme of common interest as may be mutually agreed upon.
- (iv) Development and implementation of collaborative research projects, the areas and methodology to be as mutually agreed upon and subject to IPR clause in Article IV.

The parties agree to explore who such cooperation shall be implemented, including by the following means:

- (i) Establishment of mutual relation between the scientific and technical divisions of the organizations of the respective Parties;
- (ii) Creation of facilities for exchange of scientific, technologists and experts and their proper placement.

ARTICLE – II: Implementation

MJPRU and UW may name any member of their staff to work out the practical details of cooperation between the two organizations and in general to ensure proper and effective implementation of this MoU.

Considering the purpose of this MoU presented above the cooperation will be executed on the part of UW by the Faculty of Biology having its office at Miecznikowa 1, 02-096 Warsaw, Poland.

ARTICLE – III: Work Plans

This MoU will be implemented through development of biennial Work Plans to be developed jointly, which will describe specifically the activities to be carried out under this Cooperative Programme and which will set forth the intended contributions of each party to formalize the obligations of each party. These Work Plans may originate from either party but will require the full approval of both the Parties in writing for implementation.

ARTICLE – IV: Legal Validity

General clauses:

- (i) Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and multilateral agreements to which countries of both parties are party to.
- (ii) In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the Party concerned alone will apply for grant of IPR (if applicable) and once granted, the IPR will be solely owned by the concerned Party.
- (iii) In case of research results obtained through joint activities (hereinafter referred to as joint results), the grant of intellectual property rights will be sought by both Parties and once granted these rights will be owned by the Parties according to inventive contribution.
- (iv) The Parties shall not assign any rights and obligations arising out of the IPR concerning joint results to any third party without prior written consent of the other Party.
- (v) The Parties agree that this MoU, including this Article IV, is non-binding and does not create legal relations between the parties. This Article IV is an indication of the clauses that are likely to form part of any binding contract between the Parties which arises from the collaborations of the Parties under this MoU.
- (vi) It is hereby clarified that all of the aforementioned forms of collaboration are subject to a written and signed contract in which the full terms of each collaboration shall be set, provided that both Parties wish to enter into such collaboration and subject to all required authorizations, approvals and procedures at each Party, all as required by their respective institute and country. Such Agreements shall be drafted so as not to contradict this Understanding.
- (vii) It is further clarified that the Parties acknowledge and accept that this MoU does not in itself constitute, and shall not be construed as any type of collaboration, grant or license or commitment to license any intellectual property rights, technologies, know-how, or

- materials. Any such license, right of use, or utilization of any of the aforesaid is subject to a separate written and signed agreement between the Parties as detailed above.
- (viii) To deter any manner of doubt, nothing in this Understanding shall prevent either Party from entering, negotiating, concluding and/or fulfilling any types of cooperation regarding any of its technologies with any other entity.

Commercialization:

In case of research results obtained through joint activities under this MoU both the MJPRU and the UW will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the parties to commercialize the technology jointly through a separate agreement.

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.

Confidential Information:

- (i) With reservation of article V, all information and documents to be exchanged pursuant to this MoU 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.
- (ii) 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.
- (iii) With reservation of article V, 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.
- (iv) This Clause shall survive the termination of this MoU, and shall be in effect for 7 years therefrom.

ARTICLE – V: Disclosure of Information

- a. MJPRU and UW agree that except for it is is required to disclose the information in order comply with applicable laws or regulations, including but not limited to a court or administrative order , 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 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 generated through this Memorandum of Understanding with assistance by MJPRU from UW work programme shall be subject to explicit written approval signed by UW before publication of same by MJPRU and vice-versa.
The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

ARTICLE – VI: Amendments

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

ARTICLE – VII: Institutional Links

Both Parties will explore the establishment of inter-institutional links between their respective similar scientific research institutes and centers.

ARTICLE – VIII: Joint Working Group

A Joint Working Group will be set up with representatives from both Parties to meet once in two years alternately in Bareilly and Warsaw to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE – IX: Financial Arrangements

In the case of exchange of scientists for study visits on the basis of reciprocity, the financial arrangement shall be decided by mutual consent of both the Parties in a separate written agreement.

For Training and consultancy of Scientists financial arrangement shall be decided by mutual consent of both the Parties in a separate written agreement.

ARTICLE – X: Arbitration

The parties would act strictly according to the relevant provisions of law while implementing this MoU. All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. In case of any dispute that may crop up during execution of MoU the matter would be settled through arbitration by referring it to a committee appointed by the parties on mutual consent.

ARTICLE – XI: 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. Thereafter it can be renewed for a period of five years subject to the written approval of both parties. However, the termination of this MoU shall not affect the validity or duration of specific collaborative programmes already being undertaken under a separate binding contract, unless decided otherwise by the Parties by mutual consent.