MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INDIAN COUNCIL OF AGRICULTURAL RESEARCH
NEW DELHI, INDIA
AND
THE ALABAMA AGRICULTURAL EXPERIMENT STATION
AUBURN UNIVERSITY, ALABAMA, USA
FOR COOPERATION IN AGRICULTURAL RESEARCH AND
EDUCATION

This Memorandum of Understanding, herein referred to as "MoU", is made and entered into on the date of the final signature hereto, by and between the Indian Council of Agricultural Research having its office at Dr. Rajendra Prasad Road, Krishi Bhawan, New Delhi - 110001, India, a Society registered under the Societies Registration Act, 1860 (hereinafter called "the Council") of the one part, and Auburn University, having an office at 107 Comer Hall, Auburn University, Auburn, Alabama 36849-5406 (hereinafter referred to as "Auburn University" and herein after jointly referred as "The Parties").

WHEREAS the Council is charged with the responsibility in India to undertake, aid, promote and coordinate education, research and its application in practice in agriculture and allied disciplines including animal husbandry.

NOW THEREFORE, the Council and Auburn University inspired by their common objectives to engage in cooperative educational and research activities for the mutual benefit of both institutions, The Parties have reached the following understanding:

ARTICLE - I

OBJECTIVES

The Parties hereby agree to promote cooperation in the field of education and research thereof through:

1. Exchange of research students and scientists for educational and research of mutual interest.
2. Exchange of academic materials and publications in the field of education and research.
3. Collaborative research programs, seminars and workshops.
4. Faculty development program of mutual interest.
5. Joint consultancies.
6. Other education/research activities as deemed appropriate and mutually agreed by both parties.

ARTICLE - II

LIAISONS

The Council may name any member of its 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. Auburn University appoints its Office of International Agriculture to coordinate the development and implementation of this MoU.
All activities developed hereunder will be in accordance with all applicable rules and regulations of the home and host institutions, and all applicable federal, state and local laws, rules and regulations, respectively.

ARTICLE - III

WORK PLANS

Each activity to be performed under this MoU will be undertaken pursuant to an addendum that will contain the specific terms and conditions governing the activity. These terms and conditions will be mutually agreed upon by the two institutions on a case by case basis. This MoU will be implemented through development of Work Plans, to be developed jointly which describe specifically the activities to be carried out under this MoU and which sets forth the intended contributions of each Party. These Work Plans may originate with either Party, but will require the full approval of both Parties for implementation.

ARTICLE - IV

REPORTS AND PUBLICATIONS

Research findings covered under this MoU for which there is prior art in the literature and are deemed not patentable or protectable intellectual property ("IP") in other any form may be published by either Party. The publication(s) may be done jointly or separately as determined in each specific case. In the event of the parties failing to agree on the method of publication, either Party shall be entitled to publish the findings separately after submitting the proposed manuscript(s) to the other Party and considering any comments and suggestions that may be offered by the latter.

ARTICLE - V

INTER-INSTITUTIONAL LINK

Both Parties will establish inter-institutional links between their respective similar education and research institutes and centers.

ARTICLE - VI

PUBLICATIONS & INTELLECTUAL PROPERTY RIGHTS

In the collective projects taken up as per this Memorandum of Understanding when research results generate an intellectual property that is jointly developed and owned by The Parties, the Council and Auburn University shall work in good faith together towards the protection and commercialization of the intellectual property. In this arrangement, the following principles of protection and commercialization of any such jointly developed intellectual property will be considered:

I) If the research is conducted and completed in India with the help of Auburn University members in the team, the intellectual property may be protected in India with Auburn University as a co-applicant on any IP protection
application with ICAR taking the lead in the patenting process in India. ICAR will take the lead on commercialization efforts of the technology in India.

II) If the research is conducted and completed in USA with the help of ICAR members in the team, the intellectual property may be protected in USA with ICAR as a co-applicant on any IP protection application with Auburn University taking the lead in the patenting process in the USA. Auburn University will take the lead on commercialization efforts of the technology in the USA.

III) The filing of patent applications in countries other than India and the United States, as well as the sharing of patent costs and license revenue, will be determined in good faith on the basis of contribution by each party, on a case by case basis.

IV) Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned (or otherwise shared by mutual agreement). 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.

V) Both parties agree to discuss in good faith whether and how to seek 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.

VI) In case research is carried out solely and separately by a Party or the research results are obtained through the sole and separate effort of only one Party, the Party concerned alone may apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.

VII) In case an application is to be made for international protection, both ICAR and Auburn University will apply as co-applicants for the protection of jointly owned 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.

ARTICLE - VII

AMENDMENTS

The Parties of this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or articles in this MoU. All modifications to this MoU must be in writing and signed by the authorized representative of The Parties.

ARTICLE - VIII

FINANCIAL ARRANGEMENTS

Each Party will be responsible for developing funds to support its involvement in the
cooperative activities contemplated under this MoU, and all such activities will be dependent upon the budgetary appropriations of the Parties. For short term exchange visits not exceeding one week, with prior approval by the receiving institution, international per diem and medical insurance shall be met by the sending party, and the expenses of boarding, lodging and internal travel shall be assisted as able by the receiving party.

ARTICLE - IX

VALIDITY/TERMINATION

The MoU shall come into force on the day of its final signing and remain in force for a period of five (5) years, unless either party serves notice to the other of its intention to terminate it, in which event the MoU shall be terminated at the end of six calendar months from the date of issue of such notice. The termination of this MoU shall not affect the validity or duration of specific collaborative programmes already being undertaken thereunder, unless decided otherwise by the Parties by mutual written consent.

IN WITNESS, whereof, the Parties duly authorized thereto have signed this MoU in two originals each in English and Hindi languages, all texts being equally valid and authentic. However, in the case of any doubt in interpretation, the English text shall prevail.

FOR AND ON BEHALF OF THE INDIAN COUNCIL OF AGRICULTURAL RESEARCH

[Signature]

Date: 21 Nov 2014

Dr. S. Ayyappan
Secretary, Department of Agricultural Research & Education, Director General, Indian Council of Agricultural Research

FOR AND ON BEHALF OF AUBURN UNIVERSITY

[Signature]

Date: Dec 11, 2014

Dr. William Batchelor
Dean & Director, Alabama Agricultural Experiment Station