

MEMORANDUM OF UNDERSTANDING

Between



Agricultural Research Organization-Volcani Institute
RishonLezion, Israel

and



महात्मा ज्योतिबा फुले
रुहेलखण्ड विश्वविद्यालय, बरेली

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



**MEMORANDUM OF UNDERSTANDING
BETWEEN
MAHATMA JYOTIBA PHULE ROHILKHAND UNIVERSITY
BAREILLY, INDIA
AND
AGRICULTURAL RESEARCH ORGANIZATION - VOLCANI INSTITUTE
RISHON LEZION, ISRAEL
FOR COOPERATION IN AGRICULTURAL RESEARCH**

This Memorandum of Understanding (MoU) is being signed between the Mahatma Jyotiba Phule Rohilkhand University (MJPRU) having located in Bareilly, Uttar Pradesh--243006 India, established under UP Universities Act, 1973 as one of the partner, and the Volcani Institute, a public governmental research institute in Israel (hereinafter called "Volcanic Institute") as counterpart.

Whereas the MJPRU, aims at imparting education in numerous subjects, inter alia, ranging from social sciences, liberal arts, law, languages, commerce, and management to physical and life sciences, engineering and technology, medical and allied sciences; furthering the advancement of learning and research, research-scholars spread across different departments and colleges are actively pursuing the research work related to the same.

Whereas the Volcani Institute is the largest public research organization in Israel, with an international reputation for excellence in learning and research.

Therefore, MJPRU and Volcani Institute, inspired by their common objectives to promote and accelerate the progress of research and training in various disciplines of allied sciences;

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 fields:

- (i) Exchange of scientific literature, information and methodology;
- (ii) Use of scientific equipment as available and required in programs of common interest as may be mutually agreed upon.

(iii) 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 all such cooperation, including the following:

- (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, experts and their proper placement;

ARTICLE –II: Implementation

MJPRU and Volcani Institute 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.

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 program 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 approval of both the parties 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 and once granted, the IPR will be solely owned by the concerned Party.
- iii. In case of research results obtained through joint activities, the grant of intellectual propertyrights 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 generated to inventions/activities carried out under the MoU 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 aspects 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 subject to all required authorizations, approvals and procedures from each party, 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 understanding 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 Volcani Institute will apply as co-applicants for the protection of 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.

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) 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) 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) These Clauses shall survive till the termination of this MoU, or otherwise shall be effective for 5 years from the date when this MOU is being mutually signed.

ARTICLE--V

Disclosure of Information

- a. MJPRU and Volcani Institute agree that except for a court order requiring disclosure, any party shall not 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 Volcani Institute's work program shall be subject to explicit written approval signed by Volcani Institute before publication of same by MJPRU.
- c. All data generated through this Memorandum of Understanding with assistance by Volcani Institute from MJPRU's work program shall be subject to explicit written approval signed by MJPRU before publication of same by Volcani Institute.

The provisions in this article shall survive until termination or completion of the tenure 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.

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, U.P., India and Israel to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE -X: Validity / Termination

The MoU shall be effective from the date as and when it is signed 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 programs already being undertaken under a separate binding contract, unless decided otherwise by the parties by mutual consent.

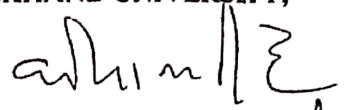
In witness, whereof, the undersigned being duly authorized by their respective hereunto have signed this MoU on the dates indicated below.

FOR AND ON THE BEHALF OF MAHATMA JYOTIBA PHULE ROHILKHAND UNIVERSITY,
BAREILLY, INDIA

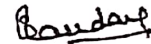


(Dr. Rajeev Kumar)
Designation - Registrar MJPRU

Date: 29 March 2023
Place: BAREILLY (INDIA)



Witness 1: Prof. K-P. Singh
Vice Chancellor
MJPRU, Bareilly



Witness 2: Prof. S.K. Fauday
Dean, Academics
MJPRU, Bareilly

FOR AND ON THE BEHALF OF Agricultural Research Organization - Volcani Institute, Rishon
Lezion, Israel

(Prof. Abed Gera)

Designation-Head, Volcani Institute

Date:
Place: