

MoUs for approval

# ANAND AGRICULTURAL UNIVERSITY

ANAND – 388 110

Read: Resolution of 41<sup>st</sup> Meeting of Board of Management held on 05.05.2016 vide item No.41.9

## NOTIFICATION

It is hereby notified to all concerned that the 41<sup>st</sup> Meeting of Board of Management held on 05.05.2016 vide item No.41.9 has resolved as under:

"It is resolved that BoM approves the MoUs as per Appendix -1 (together with Appendix-1a and 1b) to be signed for their implementation in AAU, Anand."

NO. AAU / DR / T-3 / 2536 / 2016  
Date: 10 . 06 . 2016

*[Signature]*  
DIRECTOR OF RESEARCH &  
DEAN P.G.STUDIES

Copy F.W.Cs. to:

1. All Members of Board of Management of this University.
2. All Members of Agricultural Research Council of this University.
3. All Officers of this University.
4. All Deans / Associate Deans of this University.
5. All Unit / Sub Unit Officers of this University.
6. Registrar, Anand Agricultural University, Anand in response to his letter જા.નં.આકૃયુ/રજિ/એકે(મીટીંગ)/(૧૧૬)/૭૬૨-૭૬૬/૨૦૧૬, તા.:૧૯.૦૫.૨૦૧૬

Copy to:

1. PS to Vice-Chancellor, Anand Agricultural University, Anand
2. All Branches of this Section.
3. S.O. File.

## Appendix-1

Sr.No	Name of organization	Objectives	Remarks
1.	Florida Agricultural and Mechanical University, 305, Perry Paige North Tallahassee, FL 32307, USA. <b>(Appendix-1a)</b>	To establish cooperative relations between FAMU and AAU in the areas of science, technology, research and agriculture (STRA) as well as faculty exchange program, student exchange program and capacity building.	The Draft MoU has been resubmitted to DARE, GoI after incorporating their suggestions and in anticipation of the DARE approved, BoM is requested to give approval. Additional corrections / modifications, if suggested by DARE, the approval of the same from the BoM will be taken.
2.	Gujarat Life Science (P) Ltd., Vadodara <b>(Appendix-1b)</b>	Promotion of biotechnology in agriculture, jointly modifying or development package of practices beneficial to agriculture and farmers.	The same kind of MoU by GLS has been signed with other 3 SAUs of Gujarat.

**MEMORANDUM OF UNDERSTANDING**  
**FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY**  
**AND**  
**ANAND AGRICULTURAL UNIVERSITY**

MEMORANDUM OF UNDERSTANDING  
FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY  
AND  
ANAND AGRICULTURAL UNIVERSITY

This Memorandum of Understanding (MOU or Agreement) is made and entered into between the Florida Agricultural and Mechanical University Board of Trustees (hereinafter called FAMU), a public body corporate of the State of Florida in the United States of America, and Anand Agricultural University (hereinafter called AAU), a public institution of the State of Gujarat (India) located in Anand - 388 110, Gujarat State, India. FAMU and AAU shall be referred to individually as "Party" or "Institution" and collectively as the "Parties" or "Institutions."

**PREAMBLE**

WHEREAS, FAMU and AAU share a common mission to provide the highest quality education to its constituents, recognize the desirability and feasibility of establishing a collaborative relationship designed to strengthen educational, cultural, and scientific ties between the two Institutions, and

WHEREAS, FAMU and AAU agree that it would be in their mutual interest to create programs that promote institutional development and academic enhancement, including but not limited to: faculty and student training, academic and cultural exchanges, scientific research and publications, and

WHEREAS, FAMU and AAU have agreed to formalize a cooperative relationship to reflect their understanding as aforementioned, and as a precursor to a further Agreement on specific programs,

NOW THEREFORE, in consideration of the foregoing, the mutual benefits to be derived by both Parties and the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE - I  
PURPOSE OF THE AGREEMENT**

The general purpose of this Agreement is to establish cooperative relations between FAMU and AAU in the areas of science, technology, research and agriculture (STRA) as well as faculty exchange program, student exchange program and capacity building.

**ARTICLE - II  
SCOPE OF THE COOPERATION**

The Parties agree:

- 2.1 To establish academic and scholarly cooperative linkages, collaborative research, and subsequent collaborations that would be of mutual benefit to the Institutions.
- 2.2 To pursue collaborative activities that enhance technology transfer, utilization of natural resources and environmental conservation.
- 2.3 This Agreement shall be construed as statements of intent to foster genuine and mutually beneficial collaboration.

**ARTICLE - III**  
**GENERAL AREAS OF COOPERATION AND PROGRAM OBJECTIVES**

Subject to availability of funds and the approval of the President/Chancellor of the Institutions; the Parties agree to and shall endeavour to develop the following areas of cooperation:

- 3.1 Exchange of faculty and scholars for such appropriate periods of time and at such appropriate levels of scholarship, which will enhance and guarantee further scientific and scholarly cooperation in teaching, research and extension.
  - 3.1.1 Exchange of graduate and undergraduate students, for study, research, and work experience; which will enhance the educational experience and provide international exposure to students from the Institutions.
- 3.2 Collaborations on STRA research and teaching and environmental sustainability activities.
- 3.3 Coordination of technical assistance, public policy development, research and other activities.
- 3.4 Joint applications for research and implementation grants.
- 3.5 Mutual exchange of information, technology transfer, and data on relevant activities, except that deemed privileged or proprietary or prohibited by U.S. export control laws and India.
- 3.6 Development and exchange of publications for scientific, scholarly, teaching and information purposes.
- 3.7 Invitation to participate in one or more of each Party's annual conferences, summits or symposia for sharing of knowledge, program planning etc. Invitation may include courtesy expenses such as boarding and lodging in support of participation in each other's conferences.
- 3.8 Facilitating access to funding and equipment to enhance teaching, research and development.
- 3.9 Facilitation of introductory meetings and connections with extended networks in furtherance of the Parties' objectives.

**ARTICLE - IV**  
**FINANCIAL ARRANGEMENTS**

This Agreement shall not be construed as creating any legally binding fiscal or a fund obligation between the Parties. Each Party shall bear its expenses unless otherwise approved upon in writing by an authorized signatory.

- 4.1 Neither party, by entering into nor performing under this Agreement, shall become agents of the other or be liable for any existing or future obligations, liabilities, or debts of the other.
- 4.2 Financial arrangements in support of student and faculty exchanges as contemplated in this Agreement will be considered on a case by case basis and included in specific contractual instruments executed by both Institutions.
- 4.3 Where appropriate, the Institutions shall individually and collectively seek financial support from national and international organizations for the cooperative activities and projects to be undertaken under the terms of this Agreement.

ARTICLE - V  
ADMINISTRATION

- 5.1 The terms and conditions of activities and joint projects pursuant to this Agreement, as well as the required budget for implementation shall be developed by a program coordinator designated by each Party to assure conformity with the aims and purposes described herein and set forth in Article 3 above.
- 5.2 Such terms and conditions shall be discussed and agreed upon in writing by the Parties in specific contractual instruments prior to the initiation of the particular project or activity, and such program and activity shall be negotiated and accomplishments reported on an annual basis. AAU may seek the clearance from DARE, GoI, New Delhi to initiate any project or activity.
- 5.3 The officers, agents and employees of Florida A&M University and Anand Agricultural University participating in any of the areas of cooperation shall remain the officers, agents and employees of their respective Institutions.
- 5.4 The following shall be the respective coordinating offices for the two collaborating Institutions:

Directorate of Research  
Anand Agricultural University  
Anand-388 110  
Gujarat, India  
Tel + 919998009961  
Email: [dr@aaui.in](mailto:dr@aaui.in)

Director, Office of International Education  
and Development  
Florida A&M University  
305 Perry Paige North  
Tallahassee, FL 32307, USA  
Tel: +1 8505993562  
Email: [hyndman.william@famui.edu](mailto:hyndman.william@famui.edu)

The initial collaborative activities in this Agreement shall be coordinated by the following:

Directorate of Research &  
Dean, P. G. Studies  
Anand Agricultural University  
Anand-388 110  
Gujarat, India  
Tel: +919998009961  
Email: [dr@aaui.in](mailto:dr@aaui.in)

Faculty Director  
FAMU-Sustainability Institute  
510 Orr Drive  
Florida A&M University  
Tallahassee, FL 32307, USA  
Tel: +1 850 599-3428  
Email: [odemari.mbuya@famui.edu](mailto:odemari.mbuya@famui.edu)

ARTICLE - VI  
INTELLECTUAL PROPERTY

- 6.1 Each party will ensure appropriate protection of Intellectual Property rights generated from cooperation pursuant to MoU, consider with their respective laws, rules and regulations and international agreements to which both parties are committed.
- 6.2 In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned party.
- 6.3 In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will jointly owned by the parties.

6.4 The parties shall not assign any rights and obligations arising out of the IPR generated to inventions / activities carried out the MoU to any third Party without consent of the other party.

6.5 Commercialization

In case of research results obtained through joint activities under this MoU both (AAU) and (FAMU) parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive 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.

6.6 Publication

Any publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. 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.

6.7 Confidential Information

6.7.1 All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other party.

6.7.2 All Confidential Information shall remain the exclusive property of the disclosing party. The Parties agree that this agreement and 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.

6.7.3 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.

## ARTICLE - VII COMPLIANCE WITH LAWS

7.1 The Parties recognize that the Parties are governed by its respective laws and regulations and can only act within them, and the objectives of this MOU and subsequent agreements. All research, and other collaborative activities conducted pursuant to this MOU shall be undertaken in accordance with the laws and regulations governing each Institution. No term of this Agreement may be in conflict with any laws of the United States of America, the State of Florida, the laws of the India, the State of Gujarat, or the regulations, policies and procedures of FAMU or AAU or their governing boards, as applicable.

7.2 Neither Party shall take any action that would cause the other Party to be in violation of any applicable law of the U.S. or India.

7.3 Each Institution agrees not to take any action that would cause the other Institution to be in violation of regulations promulgated by the U.S. Treasury Department, including those administered and enforced by the Office of Foreign Assets Control (OFAC), such as prohibitions on doing business with Specially Designated Nationals (SDN) or the U.S. Department of Commerce, including its Export Administration Regulations (EAR) or the Department of State International Traffic in Arms Regulations (ITAR).

- 7.3.1 Each Party specifically agrees that in connection with this Agreement, it will take no action, or omit to take any action, which would cause another Party to be in violation of the U.S. Foreign Corrupt Practices Act or of U.S. anti-boycott laws and regulations or to participate or cooperate, directly or indirectly, in an international boycott in any manner that would result in tax penalty under U.S. law.
- 7.4 Each institution shall have absolute and final authority on those matters that may impact its ability to deliver the program, its accreditation, or its ability to comply with applicable statutes, rules and regulations.

#### ARTICLE - VIII NON-DISCRIMINATION

- 8.1 The Parties agree to provide an educational and work environment free from discrimination and that there shall be no discrimination in either Institution's selection of program participants on the basis of race, color, ethnicity, religion, national origin, disability, age, marital status, sexual orientation, gender identity, gender expression, military veteran status, as provided by law.
- 8.2 Institutions will make every effort to accommodate program participants with disabilities to the extent practicable; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the participant's effective participation in the Program.

#### ARTICLE - IX DISPUTE RESOLUTION

- 9.1 Both institutions agree that this Agreement is made in good faith.
- 9.2 The Institutions shall work cooperatively to resolve any disputes that arise from this Agreement.
- 9.3 In the event the parties are unsuccessful in resolving disputes in the ordinary course of business, the dispute may be referred to increasingly higher level officials within each Institution until the Parties can resolve the conflict.
- 9.3.1 If the Parties remain unable to resolve any dispute under this Agreement cooperatively, the Parties shall submit the dispute for mediation as mutually agreed.
- 9.3.2 Each Party shall bear its own administrative costs of mediation.

#### ARTICLE - X TERM

- 10.1 This Agreement will be effective from the date of signature of both Institutions for an initial period of ten (10) years.
- 10.2 Subject to the mutual written consent of the Parties, this Agreement may be renewed for an additional period of ten (10) years prior to the expiration date and such renewal shall be based on predetermined performance measures and outcomes for each program, project or any work performed.

#### ARTICLE - XI TERMINATION

- 11.1 Either Party may terminate this Agreement at any time, without penalty, by giving the other Institution six (6) months advance written notice of its intention to terminate.



- 11.1.1 The parties shall work together to bring areas of collaboration to a close during this period.
- 11.1.2 Any students who have commenced at either university at the date of termination may complete their courses.

**ARTICLE - XII  
WHOLE AGREEMENT**

- 12.1 This Agreement constitutes the whole agreement between the Institutions relating to the subject matter hereof.
- 12.2 The work and services required herein shall not be transferred or assigned by any Party without the prior written consent of the other Party.
- 12.3 No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, no settlement of any disputes arising under this Agreement, no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a mutually agreed upon written document signed by both Parties, and forming an addendum to this Agreement.
- 12.4 Any amendments to this Agreement shall be submitted for negotiation as the nature of the proposal demands. Any amendments shall be by mutual consent, executed by both Parties, and attached as an addendum to this Agreement.
- 12.5 Any activity proposed or in progress is subject to the availability of resources.

IN WITNESS WHEREOF, the authorized representative(s) of the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_ month 2015.

**Florida A&M University  
Board of Trustees**

**Anand Agricultural University**

\_\_\_\_\_  
Elmira Mangum, Ph.D.  
President

\_\_\_\_\_  
N.C. Patel, Ph.D.  
Vice Chancellor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Marcella David, J.D.  
Provost & V. P. for Academic Affairs

\_\_\_\_\_  
K. B. Kathiria, Ph.D.  
Director of Research & Dean P. G. Studies

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form

\_\_\_\_\_  
FAMU Attorney

\_\_\_\_\_  
AAU Attorney



## Anand Agricultural University

Anand – 388 001

### Memorandum of Understanding

The Memorandum of Understanding (MoU) is thus signed on the \_\_\_\_\_ between Anand Agricultural University, hereafter referred to as AAU and represented by its Vice Chancellor and Gujarat Life Sciences (P.) Ltd., hereafter referred to as GLS and represented by its Managing Director.

The MoU is entered into by AAU & GLS with the primary objective of promotion of biotechnology in agriculture, jointly modifying or developing package of practices beneficial to agriculture and farmers. The following is herewith agreed upon by both the agencies through this MOU:

1. AAU shall carry out basic research and evaluation work for various products & practices and GLS will bear the expenditure for the joint work.
2. AAU will generate data regarding the use and application of various Biotechnology based products and processes, with assistance of GLS.
3. For various new findings and research developments, AAU will provide the technical know-how for mass production as and when, needed by GLS. GLS will pay TAVDA for the visits made by the experts for this purpose.
4. For major technology transfers, the price may be mutually decided on case-to-case basis and AAU shall give the first right of refusal to GLS for the same.
5. GLS shall be responsible for the mass production and AAU will assist in maintaining quality standards by analyzing the few random samples at production stage and providing certification for the same.
6. For the products developed jointly, or evaluated by AAU, the Intellectual Property Rights (IPRs) shall remain with AAU. GLS should mention and acknowledge AAU's name on the products and package of practices.

7. GLS shall participate in all the projects directly or indirectly coordinated by AAU for agricultural applications. For this, GLS will be bound to provide the products and processes as per the requirement of the project.
8. GLS shall avail assistance of AAU in project related to training, education and workshops on new agricultural practices, techniques and technologies for its network within and outside India.
9. Research papers or joint work, should be published jointly by AAU and GLS.
10. All disputes shall be settled through mutual negotiations and neither party shall approach to court of law.

**Authorized Signatories**

**Director of Research &  
Dean, P. G. Studies  
Anand Agricultural University  
Anand – 388 001**

**Managing Director  
Gujarat Life Sciences (P) Ltd.  
Vadodara – 390 016**

**Date:  
Place:**