

MEMORANDUM OF UNDERSTANDING
BETWEEN
BIHAR ANIMAL SCIENCES UNIVERSITY,
(BASU), PATNA - BIHAR

AND

“NAME OF THE SECOND PARTY”

This Memorandum of Understanding (MoU) is made on _____ day of _____ by between **Bihar Animal Sciences University (BASU)**, established at Patna by BASU Act, 2016 (Bihar Act 15, 2016) notified in the Bihar Government Gazette on August 29, 2016 and started functioning w.e.f. 13 June 2017, is promoting livestock and fish production, health and prevention of the disease(s) through integrated teaching, research and extension program(s). Hereinafter, Bihar Animal Sciences University (BASU) will be referred as **“The University”**.

And

“Details of the Second Party”

“The University” (BASU) and **“Name of the Second Party”** shall hereinafter individually be referred to as **“First Party”** and **“Second Party”**.

Inspired by their common objectives to promote and accelerate the progress of research and training in various disciplines of animal/ fishery/ dairy research.

ARTICLE-I

Objectives

1. The parties hereby agree to promote cooperation to achieve the following objectives:
 - a) Exchange of scientists and technologists;
 - b) Exchange of germplasm and breeding material;
 - c) Exchange of scientific literature, information and methodology;
 - d) Exchange of scientific equipment as available and required in programme of common interest as may be mutually agreed upon.
 - e) 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.

ARTICLE-II

Implementation

2. **“The University”** (BASU) and **“Name of the Second Party”** will undertake following activities to ensure proper and effective implementation of this MoU to achieve the objectives:
 - a) Establishment of mutual relation between the scientific and technical team / division of the organization of the respective parties
 - b) Creation of facilities for exchange of scientific, technologists and experts;

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ARTICLE-III

Work Plans

3. This MoU will be implemented through development of specific "Work Plans" to be developed jointly, which describe specifically the activities to be carried out under this agreement in respect to student and faculty research project/work; and which set forth the intended contributions to each party. These "Work Plans" may originate from either party but will require the full approval of both the Parties for implementation. Each Party shall retain sole responsibility for its work.

ARTICLE-IV

Public and Intellectual Property Rights (IPR)

General Clauses:

4. Each Party will ensure appropriate protection of IPR generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed.
5. 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.
6. In case of research results obtained through joint activities, the grant of IPR will be sought by both Parties jointly and once granted these rights will be jointly owned by the Parties.
7. 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 the consent of the other Party.

Commercialization:

8. In case of research results obtained through joint activities under this MoU both BASU and "The Second Party" will apply as co-applicants for the protection of IPR subject to exclusive rights of both the parties to commercialize the technology in their respective domains/regions/countries. Commercialization in any other country shall be done jointly through a separate agreement.

Publication:

9. 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 as 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.

Further, collaborative work carried out towards PG thesis/Ph.D dissertation of Students of "The University" will include the name of collaborating Expert(s)/Scientist(s) from "The Second Party" as Co- Major Advisor / Advisory Committee Member/Associated Scientist with permission of the competent authority of both the Parties.

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Confidential Information:

10. 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.
11. 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 IPR of the other Party.
12. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the Faculty/scientists/technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties.

The information that may not be considered as Confidential:

13. Notwithstanding the preceding paragraphs, any information which falls within one of the following shall not be Confidential Information:
 - (i) Information that had been already in the public domain when obtained from the other Party, or information that has come into the public domain after being obtained from the other party due to reason not attributable to the receiving party.
 - (ii) Information obtained from a third party without bearing confidentiality obligations.
 - (iii) Information that was in the receiving Party's possession or was already known by receiving Party, at the time of disclosure.
 - (iv) Information that was developed independently and not from information obtained from the other Party, and which can be proved in writing
 - (v) Information the disclosure of which is obligatory under the laws or court orders.

ARTICLE-V

Disclosure of Information

14. "The University" (BASU) and "The Second Party" 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 made available to the Parties, in the performance of work and/or generated by the performance or 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.
 - (iii) Obtained from a third party without bearing confidentiality obligations.
 - (iv) That was developed independently and not from information obtained from the other Party.

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15. All data generated through this MoU with contribution by BASU and "The Second Party" work program shall be subject to explicit written approval signed by respective competent authorities before publication of the same by any party.
16. The Provisions in this Article shall survive termination or completion of the MoU.

ARTICLE-VI

Germplasm Exchange

17. For exchange of germplasm and other breeding materials, the extant laws, rules, regulations and guidelines of respective countries and also international agreements to which the Parties are committed, shall apply for all parties. (For instance, in India the regulatory provisions of National Biodiversity Authority/ BDA/ Biosafety regulations as notified by Ministry of Environment. Forest and Climate Change vide notification no. S.O. 1911 (E) dated 8th November, 2006 shall apply to all parties). The exchange of germplasm is not envisaged in this MoU and the guidelines issued vide DARE's order F.No. 5-40/2014-IC.III dated 16th December 2015 or as revised time to time will be followed.

ARTICLE-VII

Amendments

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

ARTICLE-VIII

Institutional Links

19. Both Parties can establish inter institutional links between their respective institute and other similar scientific research institutes and centers to fulfill the listed objectives.

ARTICLE-IX

Joint Working Group

20. A Joint Working Group will be set up with representatives from both Parties to meet once in two years alternatively in BASU, Patna and "The Second Party" to follow up the execution of this MoU and suggest necessary measures for its future development.

ARTICLE-X

Faculty and student exchange

21. Exchange of faculties/ scientist/students in the area relevant to MOU, for required duration for the purpose of research/training/extension shall be allowed between both the parties by mutual consent.

Signature
21/11/14

ARTICLE-XI

Financial Arrangements

22. For training and consultancy of Faculty/Scientists/Students financial requirements, if any, shall be decided by mutual consent of both the Parties with approval of respective competent authority of the Parties.

ARTICLE-XII

Validity/Termination/Dispute

23. 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. Party serves notice on the other of its intention of terminate it, in which event, the MoU shall stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this MoU shall not affect the validity or duration of specific collaborative programs already being undertaken there under, unless decided otherwise by the Parties by mutual consent.
24. Any Dispute during the operation of the MoU shall be settled through mutual consultation and agreement or arbitration. Arbitrator shall be appointed by the parties with mutual consent. In the event of disagreement, the provision of Arbitration and Conciliation Act 1996 shall apply and the entire disputes are subject to Patna jurisdiction only.

IN WITNESS, whereof: duly authorized officers of the two Parties hereunto have signed this MoU at Patna to be effective as of the ____ Day of _____.

FOR AND ON BEHALF OF THE
BASU, BIHAR

FOR AND ON BEHALF OF THE
SECOND PARTY

Witnesses

1.

1.

2.

2.

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3/11/25