

Memorandum of Understanding for Research Collaboration

between

College of Agriculture and Natural Resources,

National Chung Hsing University, Taiwan (R.O.C.) (CANR, NCHU)

and

Department of Agriculture,

Centre for Agriculture Research and Innovation (CARI),

Guru Nanak Dev University, Amritsar (GNDU)

This MOU is between the National Chung Hsing University, Taiwan acting through its College of Agriculture and Natural Resources (CANR, NCHU) and having its office at Taichung, Taiwan (hereinafter after called "CANR, NCHU" WHICH expression shall where the context so admits include its successors and permitted assigns) of the ONE PART.


And

Guru Nanak Dev University, Amritsar (GNDU) through its Department of Agriculture and Centre for Agriculture Research and Innovation (CARI) including its successors, assignees and legal representatives (thereafter to be known as the Second part)

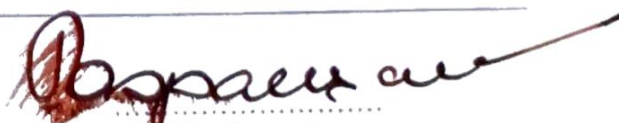
GNDU and CANR individually referred to herein as a 'party' and collectively as the 'parties'.

A. Preamble

Where, National Chung Hsing University (NCHU), Taiwan is an international higher education institution, NCHU was founded as an agricultural campus but is now a comprehensive university, composed of nine colleges. The university will organize a



National Chung Hsing University, Taiwan



Vice Chancellor
Guru Nanak Dev University, Amritsar

think tank to manage its general affairs and sustain competitive competence. NCHU also aspires to be more engaged with members of the Taiwan Comprehensive University System, aiming to take the lead in a new era of higher education.

Where, Guru Nanak Dev University, Amritsar, Punjab, established on November 24, 1969 has a long tradition of pursuing excellence in teaching and research in science, technology, humanities, social sciences, performing arts and sports. The University supports excellence and innovation in academic programmes and promotes excellence in research, scholarship and teaching.

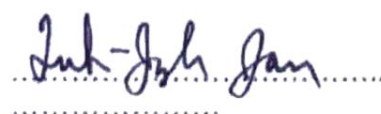
Whereas, it is highly desirable to develop multi-disciplinary training and research through involvement and integration of diverse but relevant disciplines through synergy and knowledge sharing, and ensure dissemination of knowledge to all corners of the country;

Both parties felt that a sustained, synergetic and effective collaboration between GNDU and CANR will enhance the strength, and add value to, the efforts of each party;

Therefore, GNDU and CANR (jointly "Institutions") hereby agree to enter into a co-operative relationship for the general purpose of promoting educational, research and cultural programmes for the mutual benefit of both the Institutions in areas of mutual interest, and in accordance with principles set forth in this memorandum of understanding ("MOU"). It is the mutual intent of the two Institutions to explore and promote opportunities to carry out the general forms of co-operation ("the Purpose") in above mentioned areas, which include the following, but not limited:

B. Broad Objectives

- a) to exchange information on academic, research and curriculum matters,
- b) to exchange, on a reciprocal basis, the faculty, researchers and students for limited periods of time for purpose of education and/ or research - the modalities of which will be worked out on case to case basis,



National Chung Hsing University, Taiwan



Vice Chancellor
Guru Nanak Dev University, Amritsar

- c) to exchange information on teaching, learning material and other literature relevant to their educational and research programmes,
- d) to jointly organize short-term continuing educational programmes, seminars, conferences, workshops or summer/winter schools on topics of mutual interests and to invite each other's faculty and researchers to participate therein,
- e) to jointly propose and engage in research or training programmes sponsored by funding agencies and to invite each other's faculty and researchers to participate therein,
- f) to jointly mentor Ph.D. students of each other on topics of mutual interest and expertise. To be worked out on case to case bases.

C. Mode of Operation

GNDU and CANR agree to respect each other's rights to intellectual property. Further, the intellectual property rights that arise as a result of any collaborative research or activity under the MOU will be worked out on case-to-case basis.

Detail of the implementation of any particular collaborative activities will be developed mutually between the two institutions as such specific cases arise.

Both Institutions understand that they have no financial commitment to each other, however, will join to apply for external funding wherever possible.

The institutions intend to co-operate in good faith to achieve the Purpose. This MOU does not create any legal binding rights or obligations but reflects the intentions of the Institutions to work together in good faith to promote and monitor the agreed Purpose.

This MOU is not intended to be construed to create or give effect to a joint venture, association, partnership or other business organization or agency arrangement and neither Institution shall have the authority under this MOU to bind the order without the prior written approval of the other Institution.

D. Obligations of the Parties


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National Chung Hsing University, Taiwan


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Vice Chancellor
Guru Nanak Dev University, Amritsar

Each Institution will appoint one member of its teaching/research personnel to co-ordinate the MOU on its behalf. The co-ordinator, thus appointed, will periodically review and identify ways to strengthen co-operation between the two Institutions.


Each party shall provide all necessary support at its disposal and as allowed by its institutional Rules, for implementing this MOU effectively.

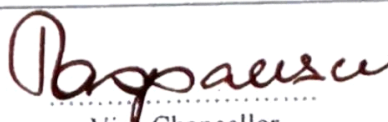
The Parties shall share knowledge and facilities within the institutional Rules of each Party, to

- a) provide access to libraries, archives, research laboratories and other facilities;
- b) provide access to facilities and equipments as mutually agreed.
- c) encourage joint discussions on new developments, formulation of academic and writing of scientific and technical papers and projects;
- d) share knowledge/ information and publications/magazines/literature as may be essential for the academic pursuit;
- e) provide logistic support/guest house facility for the scientists/experts involved in this MOU at locations of both parties and no financial commitment from either organization shall be assumed unless a formal approval/acceptance to that effect has been accorded through signed documents by both the organizations parties to bear their own cost in meeting with alone.

E. Duration and Termination

1. The MOU will remain valid for five years from the date it is signed by the authorized officials of the two Institutions. Thereafter, this MOU may be extended for any period of time as deemed appropriate by both Institutions, subject to the mutual consent of both institutions, any such extension to be agreed on writing.
2. Either Institution may terminate the MOU by giving written notice to the other Institution six months in advance. GNDU and CANR will ensure that all activities in progress under the terms of an implementing MOU are allowed to complete successfully.

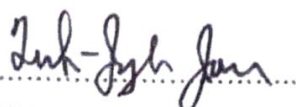

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Vice Chancellor
Guru Nanak Dev University, Amritsar

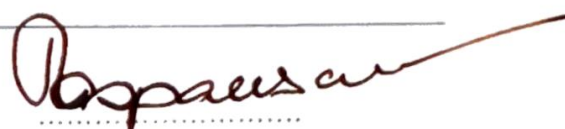
3. Termination of this MOU, between the participating parties shall not terminate the agreements entered between the Parties with any third party which the Parties may have entered into in executing the agreements under this MOU. The Parties shall continue to obtain the benefits of such third party agreement. After termination of MOU, neither of the Parties will be responsible for any losses, financial or otherwise, which the other party may suffer and indemnifies each other. Upon termination and expiry of the MOU, Parties are obliged to keep the information confidential, as agree above.

F. Data Sharing and Intellectual Property Rights

1. No rights in Industrial and/or Intellectual Property (including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) owned by the Parties on the date of signature of this MOU and independently developed on their part are hereby granted by the owning Party to the other Party, nor shall any such rights be deemed to be granted except specified by the owning Party in writing.
2. The Intellectual Property Rights in respect of joint project(s) will be decided on case-to-case basis. Parties will mutually decide on sharing of required information by way of joint publication in journals and seminars or workshops. All publications resulting from the collaborations between the Parties will be mentioned in the scientific reports of either Party.
3. Sharing of any data generated (either observational or computational) under the aegis of this MOU shall be as per the provisions of the specific project/programme.
4. Each Party shall duly acknowledge the contribution/involvement of the other Party in a given activity in its bulletins/publications/media release/outreach and any other official communication.
5. Every member of both Parties in any activity under the aegis of this MOU shall



National Chung Hsing University, Taiwan



Vice Chancellor
Guru Nanak Dev University, Amritsar

abide by the prevailing policies of Govt. of India with respect to classified information/data. During the tenure of this MOU including extension if any thereafter, Parties undertake on their behalf and on behalf of their employees or representatives or associates to maintain strict confidentiality and prevent disclosure thereof to any third party, all the information and data exchanged or generated during the operation of MOU.

G. General Provisions

1. Neither Party shall assign, or in any manner, transfer its interest or any part thereof in this MOU, except to wholly owned subsidiaries and agreed explicitly to that effect in writing. This MOU shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assignees.
2. This MOU constitutes the entire understanding between the Parties relating to the subject matter hereof and supersedes and cancels any and all previous or collateral MOU's, negotiations, commitments, representations or understandings between the Parties with respect to this MOU, and the subject matter hereof, If any of the provisions of this are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this MOU shall not render any other portion invalid.
3. No amendments or modifications of this MOU shall be valid unless they are made in writing by both the Parties or their authorized representatives and specifically stating the same to be an amendment of this MOU. The modifications/changes shall be effective from the date on which they are made or executed unless otherwise agreed to.
4. This MOU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Nothing in this MOU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of other without the

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Vice Chancellor

Guru Nanak Dev University, Amritsar

others prior written consent.

H. Force Majeure

Neither Parties shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the Force Majeure events such as, but not limited to, the acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic and Pandemics, Riots, Civil commotions etc. provided on the occurrence and cessation of any such event the Party affected thereby shall give a notice in writing to the other Party within 30 (Thirty) days of such occurrence or cessation. If the Force Majeure conditions continue beyond (six) months, the Parties shall jointly decide about the future course of action.

I. Governing Laws and Disputes Resolution

1. This MOU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
2. This MOU is to create a framework for enriching scientific endeavors in mutually agreed fields of research through collaboration in developing and implementing new academic and research programmes and faculty and students exchange. Hence any question, doubt dispute arising out of the interpretation of any term or usage herein or on the implementation and functioning of the various understandings forming a part of this MOU shall be resolved by the Executive heads of the two organizations or their authorized representatives for the purpose mentioned herein by discussions and negotiations based on consensus in the spirit of developing and strengthening the mutual relationships.
3. Any unresolved dispute if any shall be resolved amicably between the parties.
4. Each clause of this MOU is severable and if one clause is rendered illegal or is severed, it will not render the whole MOU illegal and all clauses except severed clause shall be valid and binding between the two parties.



National Chung Hsing University, Taiwan



Vice Chancellor


Guru Nanak Dev University, Amritsar

J. Seal of the Parties



In witness whereof the PARTIES represented by their authorized representatives, set forth their hands on this the day, month and year first stated above, agreed and accepted this MOU to be signed in the presence of the following witnesses:

IN WITNESS WHEREOF each of the parties has caused this agreement to be executed by its duly authorized authorities as of date first written above

<p>For and on Behalf of GNDU, Guru Nanak Dev University, Amritsar</p> <p>Prof. (Dr.) Jaspal Singh Sandhu Vice-Chancellor Guru Nanak Dev University, Amritsar</p> <p></p> <p>Signature Name Seal</p>	<p>For and on Behalf of CANR, National Chung Hsing University, Taiwan</p> <p>Prof. (Dr.) Fuh-Jyh Jan Dean, College of Agriculture and Natural Resources, National Chung Hsing University</p> <p></p> <p>Signature Name Seal</p> <p></p>
<p>Witness (Name & Signature) :</p> <p>Witness 1</p> <p></p> <p>Prof. (Dr.) Saneddeep Kaur</p>	<p>Witness (Name & Signature) :</p> <p>Witness 1</p> <p></p> <p>Prof. (Dr.) Shaw-Yhi Hwang</p>


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Vice Chancellor
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<p>Head, Department of Agriculture, GNDU</p> <p>Witness 2</p>  <p>Prof. (Dr.) Pratap Kumar Pati Coordinator, Center for Agriculture and Research and Innovation (CARI) and Head, Department of Biotechnology, GNDU</p>	<p>Vice Dean, College of Agriculture and Natural Resources, NCHU</p> <p>Witness 2</p>  <p>Prof. (Dr.) Pi-Fang Linda Chang Department of Plant Pathology, NCHU</p>
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