



## **MEMORANDUM OF UNDERSTANDING**



for collaboration in

**Post Graduate Training and Research**

Between

**CCS National Institute of Animal Health, Baghpat**

**A subordinate office of the**

**Government of India**

**Ministry of Agriculture & Farmers Welfare**

**Department of Animal Husbandry, Dairying & Fisheries**  
(herein referred to as CCSNIAH)

And

**Rajasthan University of Veterinary and Animal Sciences (RAJUVAS)**

**Bikaner**

(hereinafter referred to as University/Institute)



## 1. PREAMBLE

### 1.1 Description of the University/Institution and its activities (general paragraph):

University providing education, research and extension activities in integrated manner in the fields of veterinary sciences, biotechnology, management and other allied subjects. The university undertakes these activities as per current need with the aim to elevate Indian economy by developing scientific technologies in these various fields including livestock sector. The University envisages training human resource, generating suitable technologies and transferring new technical knowledge to stakeholders for the purpose of enhancing income of farmers and livestock owners through Animal Husbandry.

The Chaudhary Charan Singh National Institute of Animal Health (CCSNIAH), Baghpat working under Department of Animal Husbandry, Dairying and Fisheries, Ministry of Agriculture & Farmers Welfare, Government of India is the apex regulatory laboratory for quality control of Veterinary biological in India. CCSNIAH has strong foundation to expertise in providing the services in a transparent and timely manner to end users that conform to professional ethics, integrity and confidentiality with a focus on healthy and productive livestock in Indian subcontinent using standard, efficient and safe veterinary biologicals in India as per global standards. In order to develop and refine standards for quality testing of veterinary biologicals and diagnostics and develop better alternative tests, the institute is engaged in research activities.

The two organizations are engaged in improving rural economy and uplifting socio-economic status of rural masses engaged in livestock sector through developing innovative scientific knowledge in their respective mandated areas. The Parties are both involved in research and development; as such recognize the synergy between them, and wish to explore possible areas of collaboration in the field as similarly described in Annexure 'A', with the view of negotiating in good faith with the objective of potentially concluding in due course a contractual agreement(s);

- 1.2 The Parties are engaged in discussions relating to such potential collaboration; are by virtue thereof required to disclose Confidential Information to one another, and have agreed to do so subject to the terms and conditions as set out in this MOU.

## 2. DEFINITIONS

- 2.1 The following words and/or phrases, when used in this MOU, shall have the following meanings:

2.1.1 'Confidential Information' shall mean all scientific, technical, business, financial, past, present or future research, development, business activities, products, services and technical knowledge or marketing information, whether inside or outside the Field, which one party (the 'Disclosing Party') discloses to the other party (the 'Receiving Party') in connection with the discussions and either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the Receiving Party that it constitutes Confidential Information. (Without limiting the generality of the foregoing, 'Confidential information' shall include any information that falls within the definition of 'Personal Information' (as defined in the Protection of Personal information Act) ('POPI'));

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2.1.2 'Disclosing Party' shall mean the Party disclosing Confidential Information under this MOU;

2.1.3 'Disclosing Purpose' shall mean as pertains to any particular joint opportunity(ies) in the Field, the discussions held or to be held between the Parties regarding their possible collaboration and future working relationship with regards to any such opportunity(ies);

2.1.4 'Duration Period' shall mean the duration of this MOU as specified in Annexure 'A';

2.1.5 'Effective Date' shall mean the date of the commencement of this MOU as indicated in Annexure 'A';

2.1.6 'Field' shall mean the field in which the Parties aim to explore possible collaborative opportunities under this MOU, as defined more fully in Annexure 'A';

2.1.7 'Notice' shall mean a written document addressed by one Party to the other and either delivered by hand; sent per registered post or telefaxed to the addresses as indicated in Annexure 'A';

2.1.8 'Possible Areas of Collaboration' shall mean such areas as identified in Appendix 1 to Annexure "A";

2.1.9 'Receiving Party' shall mean the Party receiving confidential information under this MOU.

### **3. SCOPE OF THIS MOU**

3.1 This MOU sets out the basis on which the Parties shall negotiate in good faith in order to identify a project or projects such as, but not necessarily limited to, those contained in Appendix 1 to Annexure 'A'.

3.2 Each Party shall provide a documented breakdown and valuation to the other of its intended financial or other contribution to the proposed collaboration, on project-to-project basis.

### **4. PROPOSED FORMAL AGREEMENTS**

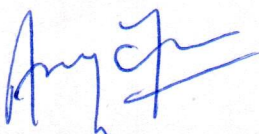
4.1 As envisaged by clause 3.1 above, it is the firm intention of both Parties to agree on a project-to-project basis to take up research and developmental activities, incorporating the terms of this MOU, other terms of modalities as described in Annexure 'B', as well as such other terms as the parties may consider desirable or necessary, for the successful outcome of the Project.

4.2 The Parties record by their signature hereto that this document is intended to promote a business relationship in good faith, for the benefit of both the Parties.

### **5. OBLIGATION OF CONFIDENTIALITY**

5.1 The Receiving Party undertakes and agrees:

5.1.1 to use the Disclosing Party's Confidential Information only to give effect to the Disclosing Purpose;





5.1.2 to hold in strict confidence and not to publish or disclose to any unauthorised third parties any of the Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party;

5.1.3 to use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own information of like kind;

5.1.4 to limit any disclosure of such Confidential Information only to those of its employees and professional advisers who have a specific need-to-know to access such Confidential Information and either entered into a written agreement which impose, or are otherwise bound by the same restrictions as those imposed upon it by virtue of this MOU;

5.1.5 to treat any Personal Information in a manner compliant with the 'POPI Act' once in force;

5.1.6 not to disclose or reveal to any third party, whomsoever, either the fact that discussions or negotiations are taking, or have taken, place between the Parties; the content of any such discussions, or other facts relating to the Disclosing Purpose;

5.1.7 on termination of this MOU, to act with the Disclosing Party's Confidential Information in accordance with a Notice delivered to it by the Disclosing Party, and if no such Notice is delivered to the Receiving Party, to destroy the Disclosing Party's Confidential information in a similar manner to which it would destroy its own Confidential Information.

## 6. EXCLUSIONS

6.1 The Receiving Party recognises that this MOU is not intended to restrict use or disclosure of any portion of the Disclosing Party's Confidential Information which:

6.1.1 is as at the Effective Date, or later, made known to the public or otherwise enters the public domain through no default by the Receiving Party of its obligations under this MOU;

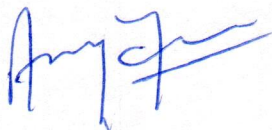
6.1.2 it can show was in its possession prior to the earliest disclosure by the Disclosing Party, as evidenced by written documents in its files;

6.1.3 is rightfully received by it from a third party having no obligation of confidentiality to the Disclosing Party;

6.1.4 is independently developed by the Receiving Party by a person(s) who did not have access to the Confidential Information of the Disclosing Party;

6.1.5 is disclosed by the Receiving Party after receipt of written permission from the Disclosing Party; or

6.1.6 it is requested or required by subpoena, court order, or similar process to disclose, provided that, in such an event, it will provide the Disclosing Party with prompt written notice of such request(s) so that the latter may seek an appropriate





protective order and/or waive the Receiving Party's compliance with the provisions of this MOU.

**7. OWNERSHIP AND PROVISION OF INFORMATION**

- 7.1 The Disclosing Party shall retain ownership of all its confidential Information as disclosed hereunder.
- 7.2 Nothing contained in this MOU or in any disclosures made hereunder shall create or simply, or be construed as to grant to the Receiving Party any license or other rights in or to the Confidential Information and/or any intellectual property rights attached thereto, or act as a waiver of any rights that the Disclosing Party may have to prevent infringement or misappropriation of any patents, patent applications, trademarks, copyright, trade secrets, know-how or other intellectual property rights owned or controlled by the Disclosing Party as at the Effective Date.
- 7.3 The Disclosing Party provides the Confidential Information 'as is' and accordingly no disclosure thereof by it hereunder shall constitute any representation, warranty, assurance, guarantee or inducement by such Disclosing Party with respect to infringement of patents or other rights of third parties, nor is any warranty or representation as to the accuracy, completeness, or technical or scientific quality of any of the Disclosing Party's Confidential information provided hereunder. (For the avoidance of doubt it is stated expressly that the Disclosing Party neither makes, nor have made, any representation or warranty as to the merchantability or fitness for a particular purpose of any Confidential Information disclosed hereunder).

**8. COMMENCEMENT AND DURATION**

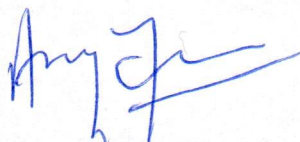
- 8.1 This MOU shall operate as from the Effective Date and shall remain binding for the Duration Period, unless terminated prior thereto by mutual written consent between the Parties.
- 8.2 This MOU may, after expiry thereof, be renewed by the Parties, in accordance with clause 15.2 below.
- 8.3 The Parties' obligations concerning non-disclosure of Confidential Information contained in the above clauses shall commence on the Effective Date and shall remain in operation until either party serves notice to the other for its intention to terminate it. In such events, the MoU shall stand terminated at the end of one calendar month from date of issue of such notice. In case both the parties agree to terminate the MoU, the on-going thesis or research work in progress will be completed.

**9. FINANCIAL ARRANGEMENTS**

Each Party shall be responsible for its own costs incurred in the execution of this MOU, until such time as a written agreement has been reached on the contribution of each Party to a specific project(s) to be executed in collaboration.

**10. NO VIOLATION**

Each party represents that its compliance with the provisions of this MOU will not violate any duty which such party may have towards any third party, including





obligations concerning the provision of services to others, confidentiality of information and assignment of inventions, ideas, patents or copyright.

**11. BREACH**

It is acknowledged that the breach of this MOU by the Receiving Party would cause the Disclosing Party irreparable injury not compensable in monetary damages alone. Accordingly, in the event of a breach, or a threat of a breach, the Disclosing Party, in addition to its other remedies, is entitled to a restraining order, preliminary injunction or similar relief so as to specifically enforce the terms of this MOU or prevent, cure or reduce the adverse effects of the breach.

**12. DOMICILIUM CITANDI ET EXECUTANDI**

The Parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of, and in connection with this MOU, the physical addresses and contact details stated in the attached Annexure 'A'.

**13. NOTICES**

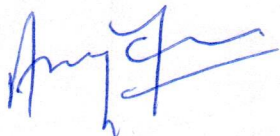
Any Notice to be given hereunder shall be given in writing and may be given either personally or may be sent by post or facsimile and addressed to the relevant party at its *domicilium citandiet executandi* address as chosen in Annexure 'A'. Any notice given by post shall be deemed to have been served on the expiry of 7 (seven) working days after same is posted by registered mail. Any notice delivered personally or sent by facsimile shall be deemed to have been served at the time of delivery or sending.

**14. GOVERNING LAW AND JURISDICTION**

Any disputes between the Parties will be settled amicably. If, however, no agreement can be reached, the Parties will go to arbitration. A neutral jurisdiction for arbitration will be mutually agreed upon by the Parties in writing at the time.

**15. GENERAL**

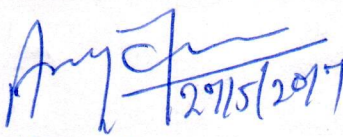
- 15.1 This MOU, Annexure 'A' and Appendix 1 comprise the entire agreement between the Parties concerning the subject matter and supersede all prior oral and written agreements between them in regard thereto.
- 15.2 No waiver, alteration, renewal or cancellation of this MOU or of any provision thereof shall be binding unless reduced to writing and signed by the Parties.
- 15.3 Neither party shall present itself as the representative or agent of the other party for any business, legal or any other reason, nor shall it have the power of authority to commit the other Party, unless it receives the other Party's prior written consent.
- 15.4 Nothing in this MOU shall be interpreted as establishing a partnership or joint venture between the parties and both parties shall act as independent contractors.
- 15.5 The Parties hereby warrant that the officials signing this MOU have the power to do so on behalf of the parties.





- 15.6 No public announcement, such as a media release, or disclosure beyond those disclosures authorised for Confidential Information hereunder may be made by either Party concerning this MOU without the prior written approval of the other Party.
- 15.7 Neither Party is, by virtue of this MOU, authorised to use the name, logo(s) or trademarks of the other in connection with any advertising, publicity, marketing or promotional materials or activities, or for any other purpose whatsoever, without the prior written consent of the other party.
- 15.8 Both Parties shall remain free to use, in the normal course of its business, its general knowledge, skills and experience incurred before, during or after the discussions envisaged hereunder. (To this end, it is also recorded that nothing in this MOU shall be construed as constituting an exclusive arrangement between the parties and both Parties shall remain free to explore market opportunities in the Field, unless otherwise agreed to in writing in a subsequent agreement.)
- 15.9 Save insofar as breach of clause 5 hereof is concerned, it is hereby recorded that neither Party shall be liable as against the other merely as a result of premature cancellation of this MOU, unless otherwise agreed in a subsequent formal agreement(s), as envisaged in clause 4 above.
- 15.10 The parties to this MoU may, **by mutual consent**, add, modify, amend or delete any word, phrase, sentence or article in this MoU at any time during the operation of MoU.

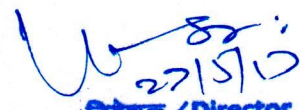
Signed on this the 27<sup>th</sup> day of May, 2017 at CCS NIAH, BAGHPAT (UP)

  
 Vice-Chancellor  
 Vice-Chancellor  
 For Rajasthan University of  
 Veterinary & Animal Sciences  
 Rajasthan University of Veterinary and  
 Animal Sciences, Bikaner

Director

For

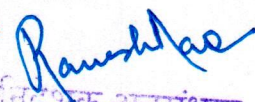
CCS National Institute of Animal Health,  
 Baghpat

  
 निदेशक / Director  
 चौधरी चरण सिंह राष्ट्रीय पशु स्वास्थ्य संस्थान  
 CCS National Institute of Animal Health  
 पशुपालन, डेयरी एवं मत्स्य विभाग  
 Department of Animal Husbandry, Dairying & Fisheries  
 कृषि एवं किसान कल्याण मंत्रालय  
 Ministry of Agriculture & Farmers Welfare  
 भारत सरकार / Govt. of India  
 बागपत / Baghpat, -250609 उत्तर प्रदेश/UP

Signed on this the 27<sup>th</sup> day of May, 2017 at CCS NIAH, BAGHPAT (UP)

in the presence of the following witnesses:

Witness

1.   
 निदेशक अनुसंधान  
 राजस्थान पशु चिकित्सा  
 एवं पशु विज्ञान विश्वविद्यालय  
 बीकानेर


2.




DIRECTOR

Prioritization, Monitoring & Evaluation Cell  
 Rajasthan University of Veterinary & Animal Sciences  
 BIKANER

Witness

1.   
 Dr SK Singh  
 J.D. CCS NIAH

2.

  
 Dr. Sate Rajhanshi  
 J.D. CCS NIAH



## ANNEXURE 'A' (MOU)

1. **Possible Areas of Collaboration in the Field (See Appendix – 1)**

2. **Contact details for the Purpose of Clause 12:**

2.1 **The CCSNIAH**

CCS National Institute of Animal Health  
Department of Animal Husbandry, Dairying & Fisheries  
Ministry of Agriculture & Farmers Welfare, Government of India  
Baghpat – 250609 (Uttar Pradesh)  
For attention: The Director  
Email Address: ccs.niah@gov.in

2.2 **University/Institute**

**Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner - 334001 (Rajasthan)**

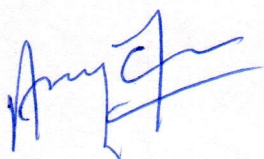
Rajasthan University of Veterinary and Animal Sciences,  
Bijey Bhawan Palace, Near Pt. Deen Dayal Upadhyay Circle,  
Bikaner-334001 (Rajasthan)

For attention: Director, Prioritization, Monitoring and Evaluation  
Email Address: dpmerajuvas@gmail.com  
Phone: 0151-2543419  
Fax: 0151-2549348

3. **Effective Date:** Date of signature of the last party signing this MOU: **27<sup>th</sup> May, 2017**

4. **Duration Period:** The MoU shall remain in operation until either party serves notice to the other for its intention to terminate it. In such events, the MoU shall stand terminated at the end of one calendar month from date of issue of such notice. In case both the parties agree to terminate the MoU, the on-going thesis or research work in progress will be completed.

5. **Field:** Research and development work on quality control testing of veterinary biologicals and development of alternative testing for refining, reducing and replacing animal experimentation for the same (as fully set out in Appendix -1).

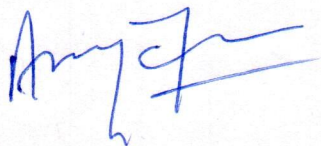




#### APPENDIX '1' (POSSIBLE AREAS OF COLLABORATION)

Parties envisage exploring collaboration in, though not limited to, the following, all subject to the conclusion of separate written proposals for each project:

1. Refining of existing testing methods for quality control testing of veterinary biologicals
2. Development of newer tests/testing methods for quality control testing of veterinary biologicals for existing and new veterinary biological formulations
3. Developing/Refining methods for quality control testing of veterinary biologicals by reducing the number of experimental animals required in the testing
4. Developing methods for quality control testing of veterinary biologicals by replacing the large animals required in the testing either by small animals or by *in vitro* tests
5. Developing methods for quality control testing of veterinary biologicals by replacing the small/laboratory animals required in the testing either by *in vitro* tests
6. Validation studies in all above research and developmental activities
7. Development of new veterinary biologicals and challenge studies in experimental animals to establish the efficacy of newer veterinary biological developed

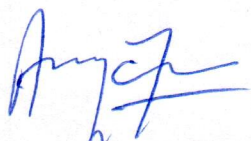




**ANNEXURE 'B' (Modalities for implementation of the agreement)**

Modalities for implementation of the agreement shall include the following:

- 1) The *University* shall make admissions to its master's and doctoral degree programmes as per its rules and regulations. It shall be responsible for realization of all fees and dues from the student, disbursement of scholarships and maintenance of all records pertaining to the degree requirements.
- 2) *CCSNIAH* and the *University* would be expected to make reasonable contribution in the form of intellectual input to the student's research problem and may not merely serve as a source of providing samples/facilities for the study.
- 3) All disciplines, to which admissions are made in the post-graduate programme (applicable disciplines/degrees) by the *University*, shall be open for collaboration under the MoU, provided the proposed research aspect is covered in the mandate of the *CCSNIAH*.
- 4) *CCSNIAH* scientists/officers pursuing their Masters/Ph.D. degrees from the *University*, if any, may be allowed to do their research work at *CCSNIAH* after completion minimum course work/residential requirement.
- 5) The Student shall complete the course work in the *University*, as per approved academic programme.
- 6) If Major advisor of the PG student intends to get part of student's research work done at *CCSNIAH*, the *CCSNIAH* Scientist/Officer, as nominated by the Director, *CCSNIAH*, should be included in advisory Committee of the student as Co-Major Advisor.
- 7) The total number of students allocated to the Co-Major Advisor from *CCSNIAH* normally may not exceed two at a given time, irrespective of the nature of degree programme (Master's or Doctoral). However, Director *CCSNIAH*/Vice Chancellor (VC) of the *University* may decide and take final decision in this regard based on the requirement, available manpower and research infrastructure on case to case basis.
- 8) The collaborating *CCSNIAH* scientist/officer shall be having necessary qualifications and fulfilling other University requirements for guidance of Master's and Doctoral research students.
- 9) If a student registered with university intends to carry out the research work at *CCSNIAH*, *CCSNIAH* shall make available its infrastructure and research facilities for the research work of the student and will not charge any fee from the University/student, except the accommodation charges, etc. However, if a student is in receipt of research contingency as a part of scholarship or fellowship, the contingency grant award to the students may be utilized for research work of the student being conducted at *CCSNIAH*. In case, specific costly supplies are required exclusively for the PG research work, the same may be procured by the *University*, if within the provisions of budget.





- 10) The Student shall complete the research credit load requirements as per the *University* rules.
- 11) The *University* will supply one copy of the student's thesis to *CCSNIAH*.
- 12) The Student shall be required to submit 'No Dues Certificate' from the *CCSNIAH*, before the *University* allows submission of thesis/finally awards degree to the Student.
- 13) Authorship of all publications emerging out of the collaborative work of the Student shall be with consent of the concerned *CCSNIAH* scientist/officer the Director, *CCSNIAH*. In case part of research work is done at *CCSNIAH*, authorship will be decided by mutual consent between the student, Major Advisor and Co-Major Advisor.
- 14) The *University* and *CCSNIAH* shall ensure that the student submits at least one paper from Master's thesis and two papers from Ph.D. thesis before thesis submission in order to prevent students leaving the institute(s) without any research publication from the thesis.
- 15) The student and his guide will be expected to protect the Intellectual Property Rights generated or likely to be generated during his/her research work. The IPRs shall rest with the *CCSNIAH/University* where the major part of the research work was carried out by the student. In the event of equal amount of work being carried out at both the *University* and *CCSNIAH*, patents/protections/knowledge generated will be shared in proportion.
- 16) Collaborations between *CCSNIAH* and *University* for mutual benefit in research, teaching and training may be encouraged. For this, the faculty of *CCSNIAH* and *University* may collaborate in research programme and trainings with their mandated areas with prior approval from the Competent Authorities of both the Institutes.

