



MEMORANDUM OF UNDERSTANDING
BETWEEN
GURU ANGAD DEV VETERINARY AND ANIMAL SCIENCES UNIVERSITY,
LUDHIANA, INDIA
AND
PRINCE OF SONGKLA UNIVERSITY, THAILAND

This Memorandum of Understanding (MoU) is made between the **Guru Angad Dev Veterinary and Animal Sciences University**, having its office at Ferozepur Road, Ludhiana-141001, Punjab India, a university established under the Punjab Act No. 16 of 2005 (hereinafter called "GADVASU") of the one part, and **Prince of Songkla University**, having its main office at 15 Karnjanavanich Rd., Hat Yai, Songkhla 90110, Thailand, a leading public educational institution in Thailand (hereinafter called "PSU") of the other part.

WHEREAS the GADVASU is charged with the responsibility in India to undertake, aid, promote and coordinate agricultural and animal husbandry education, research and its application in practice; to act as a clearing house of information, with regard to agricultural/animal research and related matters generally and to do all other things as it may consider necessary, incidental and conducive to the attainment of these objectives;

WHEREAS PSU, is one of the leading research universities in Thailand and Southeast Asia, offers various disciplines in science and technology, humanities and social science, health science, from Bachelor's to Doctoral Degrees, and has significantly contributed to the development of the country and consistently turned out well-qualified graduates of high-professional standing;

AND WHEREAS GADVASU and PSU believe that mutual benefits can be derived by bridging their two universities, achieving a closer relationship by linking their scholars, students, and personnel, and both universities share the strong conviction that mutual understanding among people can be promoted through the establishment of academic links;

NOW THEREFORE, GADVASU and PSU, inspired by their common objectives to promote and accelerate the progress of research and training in various disciplines of research have decided to enter into this MoU and agree as herein contained:

ARTICLE - I
Objectives

The Parties hereby agree to promote cooperation as follows:

1. Provide opportunities for both staff and students exchanges, however, such exchange need not be equally reciprocated;

2. Support the exchange of academic materials as available and necessary in mutually agreed-upon programs of common interest;
3. Develop and encourage collaborative research, joint seminars, conferences, and workshops;
4. Encourage any other activities that both universities agree to be of mutual benefit.

ARTICLE-II Implementation

The cooperation shall be implemented by the following means:

1. GADVASU and PSU may name any member of their staff to work out the practical details of cooperation between the two Parties and in general to ensure proper and effective implementation of this MoU.
2. Areas of cooperation can include any academic or other program offered by GADVASU and PSU.
3. Proposals for collaborative projects under this MoU will be submitted through the designated officer of each Party, and it is recommended that reports should be submitted to each Chief Executive Officer at the completion of each project.
4. Each Party will continue to pay the regular in-country salary of its staff members on exchange or visiting programs.
5. Student mobilization will apply to undergraduate and graduate/post graduate students at both Parties, and may include practical or industrial attachments.
6. To encourage student mobilization, the receiving Party will assist in any way it could in finding reasonable accommodation for participating students.

ARTICLE-III Work Plans

This MoU will be implemented through jointly-developed biennial Work Plans, which describe specifically the activities to be carried out under this Cooperative Program and which set forth the intended contributions of each Party. These Work Plans may originate from any Party but will require the full approval of both Parties for implementation.

ARTICLE – IV Publication & Intellectual Property Rights

General clauses:

1. Each Party will ensure appropriate protection of Intellectual Property Rights (IPR) generated from the cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and bilateral agreements to which both Parties are party to.
2. In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate efforts 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.
3. In case of research results obtained through joint activities, the grant of Intellectual Property Rights will be sought by both Parties jointly and, once granted, these rights will be jointly owned by both Parties.
4. 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.

Commercialization:

In case of research results obtained through joint activities under this MoU, both Parties, GADVASU and PSU, will apply as co-applicants for the protection of Intellectual Property Rights, subject to exclusive rights of both 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 from the respective Party. It may however be ensured that the official emblem and logo is not misused.

Confidential Information:

1. 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.
2. 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 Receiving Party in respect to any Intellectual Property Right of the other Party.
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 in writing by the Parties.

ARTICLE - V
Disclosure of Information

1. GADVASU and PSU 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 of work, under this Agreement, except for information which at the date hereof was:
 - (i) in the public domain
 - (ii) known to either Party prior to the date hereof as evidenced by written documents subsequently.
2. All data generated through this MoU from agreed work program shall be subject to explicit written approval signed by PSU before the publication of the same by GADVASU.
3. All data generated through this MoU with assistance from the GADVASU's work program or the work program of a GADVASU's collaborating institute in India shall be subjected to explicit written approval signed by GADVASU or that collaborating institute before publication of same.

The provisions in this Article shall survive termination or completion of the MoU.

ARTICLE –VI
Amendments

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

ARTICLE –VII
Institutional Links

Both Parties will establish inter-institutional links between their respective similar scientific research institutes and centres.

ARTICLE –VIII
Joint Working Group

A Joint Working Group will be set up with representatives from both Parties to meet as per the convenience alternately in PSU, Thailand, or Ludhiana Punjab, India, to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE –IX
Financial Arrangements

1. Financial arrangements for collaborative research, seminars, workshops, conferences, and other such activities will be negotiated separately and will be subject to the availability of funds.
2. The financial arrangement for scientific training and consulting shall be decided by mutual written consent of both Parties.
3. In the case of a scholar, scientist, or student exchange, the receiving Party is not responsible for the costs of medical treatment or hospitalization for visiting scholars, scientists, or students, and it is strongly advised that visitors obtain overseas accident and health insurance coverage from their home country.

ARTICLE – X
Validity / Termination

The MoU shall be effective from the date of its signing by both Parties. It shall be valid for a period of five (5) years. Thereafter, it shall be automatically renewed for a period of five (5) years unless either Party serves notice on the other of its intention to terminate it, in which event, the Memorandum of Understanding shall stand terminated at the end of one (1) calendar month from the date of issue of such notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programs already being undertaken thereunder, unless decided otherwise by the Parties by mutual consent. However, both universities agree that all continuing obligations to students, staff, funding bodies, or other entities are met in full subsequent to the notice of termination.

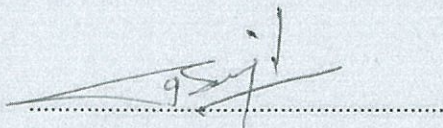
ARTICLE-XI
Dispute Resolution

Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties to the dispute.

IN WITNESS, whereof, the two Parties hereunto have signed on
.....3. NOV. 2022..... in two originals in English.

Executed for GADVASU University

Executed for Prince of Songkla University



(Dr. Inderjeet Singh)

(Dr. Niwat Keawpradub)

Vice Chancellor
Guru Angad Dev Veterinary and Animal
Sciences University, India

President
Prince of Songkla University, Thailand