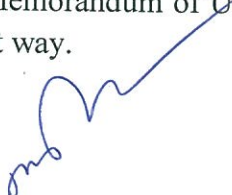


The Genomics Foundation (TGF), 148 DDA SFS Flats, Pocket 1, Sector 5, Dwarka, New Delhi-110075 (Delhi), registered on 2nd August 2023 under the Societies Registration Act 1860, represented by the President, The Genomics Foundation, hereinafter referred as the "TGF" (which expression unless repugnant hereto would include its successors and permitted assigns) as the "**Second Party**"

WHEREAS the DDUGU is a premier State University of India with a vision for academic excellence, generating knowledge through research by integrating local wisdom with global expertise and promotes intellectual growth the state of Uttar Pradesh. The university aims to excel as a University of Excellence by blending value-based ethical education with modern scientific education in agriculture, science, medicine, engineering, arts, law, commerce and advancing on the path of academic progress, contributing to the social, economic, political, cultural, and educational development of the region. The mandate of the University are: (i) To provide the students with an academically congenial and safe environment conducive to their holistic development; (ii) To achieve and ensure intellectual excellence through effective teaching, latest research and relevant co-curricular activities; (iii) To equip the students with academic and professional skills, ethical values and leadership qualities to enable them to contribute towards social, regional and national development; (iv) To sensitize the University fraternity to the needs of the region through knowledge-transfer and outreach programmes; (v) To strive towards the optimum use of available resources in making the campus sustainable, clean, green and eco-friendly; and (vi) To promote the principles of social, cultural and religious co-existence.

WHEREAS the TGF is a voluntary not for profit, non-political, secular, social service organization which aims to work for the welfare of the people associated with agriculture and allied sectors. It seeks to engage with both public and private sector institutions to harness the power of Genomics to develop scientific knowledge and technologies relevant to the farm sector and to carry out research in both conventional and frontier areas of science for production, optimization and dissemination of the generated technologies for the benefit of farmers, processors and traders involved in the sector. The aims and objects of TGF among others are: (i) To engage in advance genomic research for developing new products and technologies for enhancing productivity, resilience to environmental stresses and nutritional quality of the agricultural produce; (ii) To take the advanced agricultural technologies from research laboratories to farmers' field and take feedback from various stake holders across the value chain from production to consumption for deciding the research priorities; (iii) To engage in training of researchers in genomics and farming communities for adoption of modern technologies with key focus on agriculture and allied sectors; and (iv) To engage with all stakeholders in the agricultural value chain, rural economy, food industry, science & technology establishments, government departments and ministries to help formulate right policies.

WHEREAS the **DDUGU(First Party)** and the **TGF (Second Party)** are willing to cooperate in the development and promotion of technologies, research, and innovation, and desire to enter into a Memorandum of Understanding for the purpose of fulfilling their objectives in a more efficient way.



1. SCOPE OF COOPERATION:

The activities to be carried out under this cooperation shall include:

- 1.1 Joint collaborative scientific research for product development between both the parties.
- 1.2 Exchange of scientific knowledge, research materials, relevant academic information within the ethical framework and joint publication of results by both the parties.
- 1.3 Exchange and conservation of germplasm and improved plant materials between the two parties under Material Transfer Agreement (MTA).
- 1.4 Development of fully-annotated high-quality telomere to telomere (T2T) reference genomes of plants, animals and microbial species relevant to Uttar Pradesh Agriculture, Forestry and Bio-medical issues.
- 1.5 Development of genotyping assays for DNA fingerprinting and breeding applications for crop plants, their wild relatives and agroforestry trees.
- 1.6 Jointly organise short-term and medium-term training programmes for scientists, teachers, school children, farmers and general public with relevant teaching and training modules and materials.
- 1.7 Joint organization of conferences/workshops/ seminars/lectures in the area of genomics and biotechnology, including sensitisation of general public towards the value of genetic resources and science based development.
- 1.8 The undertaking of each activity to be carried out under this MoU will be subject to the availability of funds for a defined joint research project.
- 1.9 This MoU shall not be assignable by either party, in whole, or in part, without prior written consent of the other Party.
- 1.10 Whilst the purpose of this MoU is to outline an academic and management framework between the parties. The parties do not intend to be legally bound to each other, and this MoU does not confer/impose any legal obligation on either party.

2. INTELLECTUAL PROPERTY RIGHT:

- 2.1 Any Intellectual Property Rights (patent/design) obtained by the parties hereto prior to signing of this MoU shall remain the property of DDUGU or TGF, as the case may be.
- 2.2 All rights and title to Intellectual Property, whether or not patentable, conceived and reduced to practice jointly by both the parties shall be jointly owned. Neither organisation shall use or license to any third party such jointly owned intellectual property for any purpose, whatsoever, without prior written consent of the other party.



3. COORDINATION COMMITTEE:

There will be Co-ordination Committees at both the institutes for effective execution of the activities to be carried out under this MOU and for reviewing the progress, the composition of this Committees will be as follows:

- 3.1 At DDUGU the monitoring and review progress will be done by the existing institutional framework, or a separate sub-committee constituted by the VC-DDUGU.
- 3.2 At TGF the monitoring and review work will be done by its Governing Body or any sub-committee to be constituted by the President TGF.

4. CONFIDENTIALITY:

The parties agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any program or activity under this Memorandum of Understanding shall be determined on a case to case basis and shall therefore be specified and agreed for each such program or activity in a separate written agreement between the parties. Each party shall maintain the confidentiality of scientific results and inventions until filing of the IPR or publication of the results, as the case may be.

5. EFFECTIVE DATE AND DURATION OF THE MoU:

This MOU shall be effective from the date it is signed by both the parties here to. The duration of the MoU will be initially for a period of 5years from the effective date, unless or otherwise terminated earlier, as per Clause 7.

6. AMENDMENT TO MOU:

No amendment to this MoU shall be valid unless the same is made in writing jointly by both the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

7. TERMINATION OF MOU:

7.1. The MoU can be terminated by either party giving the other party a prior written notice of not less than ninety days of its intention to do so with justifiable reasons, but without dishonouring any commitment entered into prior to the date of termination notice, such commitment will be valid till the expiry of the MOU.

7.2 This MoU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.

7.3 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.



8. DISPUTE RESOLUTION/ ARBITRATION:

- 8.1 Any dispute or difference arising at anytime between the Parties here to in relation to any undefined terms contained herein will be resolved jointly by the Heads of TGF and DDUGU.
- 8.2 If the Parties are unable to resolve the dispute within 30 (thirty) days through above mechanism under 8.1, then the dispute shall be referred to an independent Sole Arbitrator as agreed to by both the Parties. The venue and seat of arbitration shall exclusively be at New Delhi. The language of Arbitration shall be English or Hindi only.
- 8.3 Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs. The decision under this Clause shall be final and binding on the Parties unconditionally.
- 8.4 The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this MoU.
- 8.5 The MoU has been executed in two originals; one of these has been retained by TGF and the other by DDUGU.
- 8.6 This MoU shall be the sole repository of the terms and conditions agreed to herein by and between TGF and DDUGU, no amendment there of takes effect and be binding on either upon of them except as provided in writing and if mutually agreed upon.

9. Force Majeure:

For the purpose of this MoU the expression *Force Majeure* shall mean any clause affecting the performance of a party of its obligations arising from the acts, events, omissions, happenings, or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) government regulations, fire, flood, earthquakes, strikes, or any other disaster or an industrial dispute, affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening, or non-happening will be considered *Force Majeure*, if it is not attributed to wilful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall whatsoever, including but not limited to any damage or abatement of charges whatever directly or indirectly caused to or incurred by the other party by reason of any failure or delaying the performance of its obligation hereunder which is due *Force Majeure*. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform or resume the performance of such obligations hereunder for the duration of such *Force Majeure* event.



10. GOVERNING LAWS:

The activities under this MOU shall be governed by the prevailing laws of India for the time being in force as well as institutional policies of both the parties.

IN WITNESS WHEREOF both the parties have here unto set their hands and seals, the day and the year mentioned herein under.


Signed on this 11th Day of November, 2024 by the Vice-Chancellor, Deen Dayal Upadhyaya Gorakhpur University (DDUGU), Civil lines, Gorakhpur 273009 (UP), India and President, The Genomics Foundation, Dwarka, New Delhi-110075 (Delhi), India



11/11/24


Prof Poonam Tandon
Vice Chancellor

For and on behalf of
Deen Dayal Upadhyaya Gorakhpur University,
Gorakhpur (Uttar Pradesh)

Witness


1) 
(Prof. Shantaneu Rastogi)

2) 
(Prof. Rajarshik Gaur)


11/11/24

Prof N K Singh
President

For and on behalf of
The Genomics Foundation,
New Delhi-110075 (Delhi)

1) 
(Prof. Divyesh Yadav)

2) 
Dr. Pandurang