

Memorandum of Understanding



Memorandum of Understanding

for a

Collaboration to promote and carry out plant science and sustainable use of plant resources related research

between

Kunming Institute of Botany, Chinese Academy of Science hereafter referred to as "Kunming Institute of Botany" or "KIB", and located at No.132 Lanhei Road, Kunming, Yunnan Province, China

and

Central University of Punjab, Bathinda hereafter referred to as "Central University of Punjab" or "CUPB", and Located at City Campus, Mansa Road, Bathinda, Punjab, India- 151001

INSTITUTIONAL PROFILES

Kunming Institute of Botany, Chinese Academy of Science

Kunming Institute of Botany (KIB) is a research institute directly affiliated to the Chinese Academy of Sciences (CAS) and dedicated to research in the fields of Botany and Phytochemistry. It is committed to explore of the world of plants, to generating knowledge about them and developing their sustainable use to benefit people.

The strategic aims for KIB are to make breakthrough advances in Botany, Phytochemistry and the exploration, utilization and conservation of plant resources (particularly in southwestern China, Southeast Asia and the Himalayas) and to make important contributions to sustainable development, including the restoration, conservation and sensitive use of resources to enhance development without ecological damage.

Four key scientific research areas include: exploration of functions and utilization of valued natural plant products; fundamental research into and industrial exploitation of plant resources; regional biotechnology demonstration and social development projects; iFlora and associated services.

The Central University of Punjab, Bathinda

The Central University of Punjab, Bathinda (CUPB) was established vide an Act of Parliament in 2009, ranks at No. 1 especially in research amongst 16 centrally funded new Central Universities. The university has a mission of providing wide range of instructional and research facilities across integrated and cross-disciplines, promote innovation in teaching, learning and research, and cross-pollinate new ideas, new technologies across the world. It aims to create an ignited workforce responsive to regional, national and global needs in tune with the requirements of academia, industry and business.

It is credited with highest per capita research funding. The university is considered as mini-India with students from 26 states, faculty from 17 states and non-teaching staff from 11 states, of the 29 states in all. The University with 'A' Grade NAAC accreditation is constantly focusing on good quality and leading-edge research. Two Centres i.e. Environmental Science & Technology and Pharmaceutical Sciences & Natural products of CUPB has Department of Science and Technology-FIST funding for Improvement of infrastructure and research in universities.

[Handwritten signature]

PREAMBLE

Whereas KIB and CUPB have common visions of a sustainable future and complementary missions

Whereas both KIB and CUPB wish to initiate effective cooperative relationships that will have positive impacts on agroforestry research, plant sciences, environment sciences, phytochemistry and relevant disciplines to recognize the value of strengthened institutional and program collaboration in this regard

And

Whereas both KIB and CUPB have the capacity to enter into an understanding and that their respective Chief Executive Officers have the authority to approve, sign and supervise implementation of agreements for their respective institutions;

Now Therefore, KIB and CUPB inspired by their common objectives to strengthen a cooperative relationship to achieve common strategic objectives of addressing plant science and sustainable use of plant resource, set forth in this Memorandum of Understanding.

PROVISIONS

KIB and CUPB jointly referred to hereinafter as 'The Parties'.
This Memorandum of Understanding sets out **seven (7) articles** as follows:

ARTICLE I - OBJECTIVES

The Parties want to promote research in the field of plant science and sustainable use of plant resources. Therefore, KIB and CUPB develop and carry out research activities with respect to plant science and sustainable use of plant resources. Building on these research activities, the Parties will develop joint project proposals.

ARTICLE II - COOPERATION ON THE FOLLOWING ACTIVITIES:

The Parties agree on the following points:

- 1) Exchange and collaboration between CUPB and KIB on:
 - Agroforestry research
 - Phytochemistry research

- Ethnobotany
 - Plant ecology
 - Environmental Science
 - Biotechnology
- 2) Identifying staff to apply for exchange projects / visiting professorships
- 3) Exploring options for training / education programmes

ARTICLE III – EFFECTIVE DATE, AMENDMENTS AND TERMINATION

This Memorandum of Understanding will enter into effect on the date of the last signature and shall remain in force until 31 December 2019, unless otherwise agreed by the Parties upon the Parties written consent.

The terms of this Memorandum of Understanding can be amended, with the approval of both Parties, by means of exchange of letters through the authorized officials at each institution. Either Party may initiate the exchange of letters.

This Memorandum of Understanding may be terminated by either Party by giving written notice of intent to terminate the understanding. Such termination shall not affect the execution and conclusion of specific activities in effect under the terms of this Memorandum of Understanding nor publication and dissemination of results of research in progress. Such notice will be given six months in advance of the desired termination date.

Notices to the respective Parties shall be addressed to:

<p>Kunming Institute of Botany, Chinese Academy of Science No. 132 Lanhei Road, Kunming, Yunnan, China Tel: +86 871 65223014 Fax: +86 871 65223377 Email: jxu@mail.kib.ac.cn</p>	<p>Central University of Punjab, Bathinda City Campus, Mansa Road, Bathinda, Punjab, India- 151001 Tel: +91 1642430586 Email: vc@cup.ac.in</p>
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ARTICLE IV -- INTELLECTUAL PROPERTY

NON-PROPRIETARY INFORMATION/OWNERSHIP OF INTELLECTUAL PROPERTY/USE OF LOGOS

All intellectual property created under this Memorandum of Understanding is considered jointly owned by the Parties to this Memorandum of Understanding. Each

Party will execute its ownership rights in accordance with its policy on intellectual property.

Under the framework of this Memorandum of Understanding, **'Intellectual Property Rights or IPR'** means all intellectual property rights, including: (a) ideas, information, literary text, plant breeder's right, patents, copyright, registered designs, artwork, trade marks and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in (a).

Any creative work developed by the parties under the framework of this Memorandum of Understanding, including but not limited to all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the **'Joint Work'**), shall remain the joint intellectual property of the Parties provided however that the Parties agree and acknowledge that the Joint Work shall be used exclusively for non-commercial purposes.

If a Joint Work is formed, all joint authors are joint owners of the entire work (as opposed to each author only owning their own contribution.) As a co-owner of the entire work, any joint author can:

- Modify, reproduce, and distribute copies of the entire work without consent of the other owners.
- Grant a nonexclusive license to others to use the work without obtaining the consent of the other owners.
- Transfer her or his interest to a third party (by written assignment) with the permission of the other owners.

The ownership of intellectual property that exists prior to the commencement of this Memorandum of Understanding (**'Pre-existing Intellectual Property'**) shall not be altered or transferred merely by virtue of its use for the projects contemplated hereunder.

The names and logos of the Parties are registered marks and may not be used without permission.

Data use and access

Raw data generated through activities covered by this Memorandum of Understanding and the protocols that describe it are intellectual property and hence the previous paragraphs are relevant.

In addition:

- a. All such raw data and protocols will be accessible by both Parties;

- (18)
- b. Parties will agree the specific objectives in collecting any data, and the timeframe for meeting those objectives;
 - c. During that time, named scientists or students from either party may have exclusive use of the data in order to meet the agreed objectives;
 - d. After the agreed time limit, either party may use the data to meet those objectives; and
 - e. Before the time limit has been reached, either party may use the data for other purposes.

Authorship

The authorship of all reports, articles, books or other outputs resulting from activities under this Memorandum of Understanding will be determined by usual scientific norms.

Specifically:

1. All scientists involved in conceiving, planning, implementing or analysing any activities will be invited to be authors of outputs resulting from the activity.
2. Scientists become authors if they then make a substantial intellectual contribution to drafting, reviewing and revising the output and they approve the final version.

Members of either Party cannot claim authorship on the basis solely of their position in the organisation, or on other roles in activities which do not meet conditions 1 and 2.

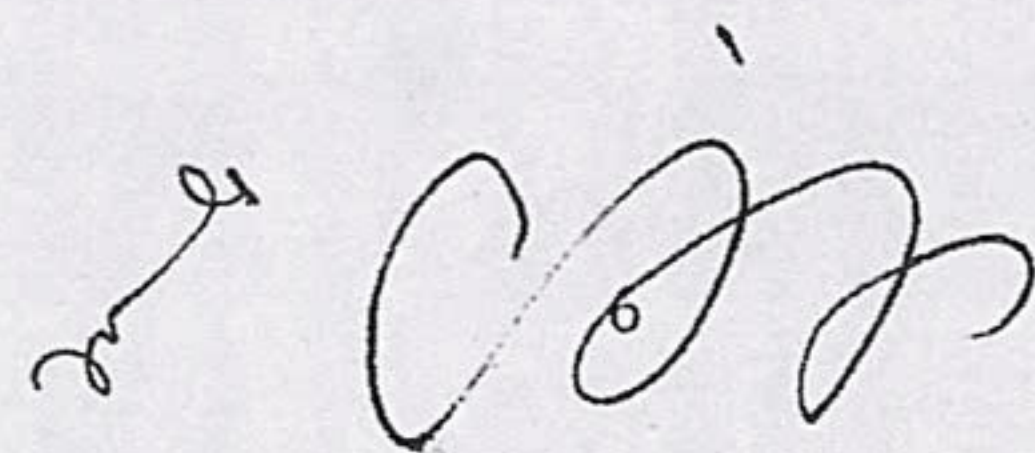
ARTICLE V - SETTLEMENT OF DISPUTES

Any disputes about the interpretation or application of this Memorandum of Understanding will be resolved by consultations between the Parties and will not be referred to any national or international tribunal or third party for settlement.

In all respects relating to performance under this Memorandum of Understanding, the Parties agree to be governed by the provisions of this Memorandum of Understanding. In all other respects not covered by this Memorandum of Understanding, the provisions of the legislation of India and the Republic of China shall govern the Parties.

ARTICLE VI - SURVIVABILITY

Articles IV and V of the Memorandum of Understanding will survive after termination of this Memorandum of Understanding in whatever manner the termination occurs.



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ARTICLE VII NON-BINDING/RELATIONSHIP OF THE PARTIES

Nothing in this Memorandum of Understanding shall be construed to create a relationship between the Parties, nor to render any party liable for the debts or obligations incurred by any other. No Participant is authorized to make representations on behalf of the others, or to bind the others in any manner whatsoever except as otherwise provided herein.

IN WITNESS THEREOF, in the interest of implementing this Memorandum of Understanding for mutual benefit to the Parties, two (2) original copies of this Memorandum of Understanding are signed by the respective officers on the day, month and year indicated against each signatory.

Stamp

Signature

Kunming Institute of Botany,
China Academy of Science

Registrar *M-e*
Dr. JAGDEEP
Central University of Punjab



Date: 2017-5-23

Date: 06-06-2017 :

Signature

Chen Jijun
Dr. Chen Jijun
Deputy Director
Kunming Institute of Botany,
China Academy of Science

In the presence of :

Signature

R.K. Kohli
Dr. R.K. Kohli
Vice Chancellor
Central University of Punjab, Bathinda

2017.5.23

Date

May 23, 2017

Date

Chen Jijun *R.K. Kohli*