



Memorandum of Understanding (MoU)

International Center for Biosaline Agriculture (ICBA)

and

GLA University, Mathura

December 2021

Ashok Kumar Singh
Registrar
GLA University
17 Km. Stone, NH-2, Mathura-Delhi Road
Chausmuhani, Mathura (U.P.) INDIA

Index

Preamble 3
Article 1: Purpose..... 4
Article 2: Failure to Fulfill the Purpose 4
Article 3: Implementation 4
Article 4: Independence of the Parties, Privileges and Immunities..... 5
Article 5: Confidentiality and Intellectual Property 5
Article 6: Term, Renewal, Termination, Amendment..... 6
Article 7: Settlement of Disputes and Applicable Law 6
Article 8: Language and Correspondence 7



Ashok Kumar Singh
Registrar
GLA University

17 Km. Stone, NH-2, Mathura-Delhi Road
281001-Chaumuhan, Mathura (U.P.) INDIA

Preamble

Whereas the **International Center for Biosaline Agriculture** (hereinafter referred to as "ICBA") is a research institute established under the laws of the United Arab Emirates (UAE) subject to certain exemptions, immunities and privileges granted by the Government of the UAE pursuant to ICBA's establishment agreement signed 23 June 1996. ICBA's mission is to work in partnership to strengthen agricultural productivity in marginal and saline environments by identifying, testing, and facilitating access to sustainable solutions for food, nutrition, and income security. ICBA, in this matter duly represented by Dr. Tarifa A. Al Zaabi, Acting Director-General, is located at the following legal and actual address:

Academic City, Al Ain Road
Al Ruwayyah 2, Near Zayed University
Dubai, United Arab Emirates
P.O. Box 14660
Tel: +971 4 3361100

Whereas GLA University (hereinafter referred to as "GLAU") is established under U.P. State Legislative Act of 2009 (UP Act 21 of 2010) and ranked among the top Universities of Uttar Pradesh and India and has been accredited by the National Assessment and Accreditation Council (NAAC) with 'A' Grade and 12B status from UGC and recognized by University Grants Commission (UGC) under section 12B of UGC Act of 1956. GLAU, in this matter duly represented by Mr. Ashok Kumar Singh, Acting Registrar, is located at the following legal and actual address:

Address: 17km Stone, NH-2, Mathura-Delhi Road
P.O. Box: Chaumuhan, Mathura-281 406 (U.P.), India
Telephone: +91-5662-250900, +91-9927064017

Hereinafter, individually referred to as a Party or collectively as the Parties.

Whereas the Parties

- A. wish to explore opportunities for potential collaboration for which this Memorandum of Understanding provides a non-legally binding framework within which they can assess the feasibility of specific projects and activities;
- B. will enter into a legally binding agreement(s) upon negotiation of mutually agreed terms prior to undertaking any collaboration, cooperation or other substantive activity in connection with this MoU, including the disclosure of any confidential information or transfer of any materials;
- C. desire to reflect in writing their mutual understanding pursuant to which a professional collaboration between them may be enabled.

Article 1: Purpose

1.1 The purpose of this MoU is to explore opportunities and mutual interest related to:

- a. Development of joint R&D projects and capacity development programs and jointly explore sources of funding.
- b. Sharing of knowledge on modern technologies related to climate smart agriculture, sustainable natural resource management and affiliated fields.
- c. Exchange programs for students, faculty and staff members to enable efficient sharing of scientific knowledge and capacity building.
- d. Provision of opportunities for GLA University students to engage in the ICBA-led Youth Engagement Society (ICBA-YES), which aims to facilitate communication and collaboration between young people in different countries to address local and global challenges related to food security and agricultural production in marginal environments, as well as to contribute to the achievement of the Sustainable Development Goals.
- e. Creation of internship opportunities for GLA University students at ICBA.
- f. Organization of joint conferences, workshops, and symposia.
- g. Joint publication of scientific papers on the results of mutual studies.

Article 2: Failure to Fulfill the Purpose

2.1 Neither party has any claim against the other for loss or damage of any kind (including damages for unjust enrichment, loss of prospective profits, and loss of opportunities or investments made) based on a failure of the Parties to reach agreement on any form of collaboration or other cooperation in the areas mentioned in Article 1.

Article 3: Implementation

3.1 The Parties shall keep each other informed of their current and planned programs in the areas of mutual interest mentioned in Article 1, and shall exchange information and studies relating thereto, as well as encourage mutual visits of their experts and scientists, for the purpose of identifying potentially desirable joint activities.

3.2 The Parties may hold regular bilateral meetings in accordance with an agenda to which the Parties have agreed in advance, for the purpose of developing and monitoring collaborative activities. Such meetings may take place at least once a year.

3.3 Each Party shall bear all of its own expenses incurred in connection with the performance of this MoU, including costs and expenses incurred for external advisors, unless otherwise agreed by the Parties in writing.

- 3.4 This MoU implies no financial or other legally binding commitment by either Party regarding activities to be developed under this MoU. Both Parties understand that all activities to be developed under this MoU will be subject to the availability of funds.
- 3.5 Collaborative activities developed under this MoU shall be undertaken pursuant to separate contracts to be concluded between the Parties on a case-by-case basis. These contracts shall contain the specific form and content of the activities and the terms and conditions governing the activities, the responsibilities and rights of each Party in relation to those activities, and the budget to undertake the activities.
- 3.6 Neither Party shall have any obligations or liability to the other on the basis of exchanged proposals, draft agreements or other materials, unless a separate contract as mentioned under 3.5 above has been duly signed by the authorized representatives of both Parties.

Article 4: Independence of the Parties, Privileges and Immunities

- 4.1 This MoU does not constitute a partnership, joint venture, or any other form of business association. Neither Party is the agent of the other, and nothing in this MoU grants either Party the right to make commitments of any kind on behalf of the other Party. The relationship between the Parties shall be in strict conformity with the provisions of this MoU.
- 4.2 Nothing contained in or relating to this MoU, or in any document or arrangement relating thereto, shall be construed as a waiver, express or implied, of any of the privileges and immunities enjoyed by ICBA, nor as extending any privileges or immunities of ICBA to the other Party or the other Party's personnel.

Article 5: Confidentiality and Intellectual Property

- 5.1 Prior to sharing of any confidential or non-public information the parties shall enter into a legally binding agreement imposing mutual obligation of non-disclosure and non-use.
- 5.2 Intellectual property rights, in particular copyright related to material such as information, databases, scientific articles, software, and designs made available by the Parties to each other in connection with this MoU shall remain with the originating Party.
- 5.3 The assignment of rights to intellectual property that may be created as a result of collaborative activities undertaken pursuant to this MoU will be addressed in the separate agreements governing these collaborative activities as mentioned under 3.5 above.
- 5.4 The Parties agree to share the scientific output generated in connection with this MoU for reports and publications, with due credit given to copyright holders. Each Party shall have the right to exploit such works internally for research purposes, and for non-commercial purposes

without the need to get permission from the other Party. A joint decision in writing is required for all other disposition of this collaboratively produced intellectual property.

5.5 The Parties agree not to use in any press release, memo, report, or other published disclosure related to this MoU the other Party's name or logo without the prior written consent of the Party concerned.

Article 6: Term, Renewal, Termination, Amendment

6.1 This MoU shall enter into force upon signature by both Parties. If the signing occurs on two different dates, the MoU will enter into force on the date of the second signature.

6.2 This MoU will remain in force for three (3) years and may be renewed for a further period by written agreement between the Parties.

6.3 Either Party may request in writing earlier termination of this MoU for any reason. Such termination shall be effective six (6) months after the written request has been made, and shall be without prejudice to the orderly completion of any ongoing collaborative activities, and without prejudice to any rights and obligations of the Parties accrued under this MoU or any legal instrument executed pursuant to this MoU prior to the date of such termination.

6.4 No amendment, modification of any kind, or revision of this MoU, in whole or in part, shall have any force or effect unless a written agreement including a date of entry into force, has been signed by both Parties.

Article 7: Settlement of Disputes and Applicable Law

7.1 Any dispute between the Parties arising out of the interpretation or execution of this MoU, or any document or arrangement relating thereto, shall be settled by negotiation and mutual agreement.

7.2 If the Parties are unable to reach an agreement on any question in dispute or on a mode of settlement other than arbitration, either Party shall have the right to request arbitration in accordance with the latest official Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL Arbitration Rules), as in force at arbitration. Decisions of the arbitral tribunal shall be final and binding to the Parties and the arbitral tribunal shall have no authority to award punitive damages.

7.3 Unless agreed otherwise in writing, the arbitration proceedings shall be conducted in English and the place of arbitration shall be Dubai, U.A.E.

7.4 This MoU and any document or arrangement related thereto is governed solely by the general principles of law to the exclusion of any single national system of law. General principles of law

shall include the latest official Principles of International Commercial Contracts issued by the International Institute for the Unification of Private Law (UNIDROIT Principles).

Article 8: Language and Correspondence

8.1 All correspondence, official documents, and notifications relevant to the implementation of this MoU shall be in the English language.

8.2 All correspondence, including all notifications made pursuant to this MoU, shall be addressed to the following individuals, designated by each Party to serve as point of contact:

FOR ICBA

Technical contact

Name: Dr. RK Singh

Job title: Head of Crop Diversification and Genetics Program

Telephone number: +971 4 304 63 00

Email address: r.singh@biosaline.org.ae

General enquiries

Name: Mrs. Amal A. Magzoub

Job title: Section Head, Partnerships & Resource Mobilization

Telephone number: +971 4 304 63 00

Email address: a.magzoub@biosaline.org.ae

FOR GLA University

Technical contact

Name: Dr. Surender Singh Siwach

Job title: Dean & Head of Faculty of Agricultural Sciences

Telephone number: +91 8708090645

Email address: surender.siwach@gla.ac.in

General enquiries

Name: Prof. Dilip Kumar Sharma

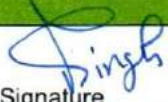
Job title: Associate dean (academic Collaboration) and Prof. Dept. of Computer Engineering and Applications.

Telephone number: +91 9927031755

Email address: dilip.sharma@gla.ac.in

In witness whereof, the Parties have executed this MoU in twofold as of the last date affixed below.

FOR ICBA
Signature 
Date Tarifa Alzaabi 07/07/2021 08:53 GMT+4
Stamp
 المركز الدولي للزراعة الملحية Dr. Tarifa A. Al Zaabi Acting Director General

FOR GLA University
Signature 
Date Ashok Kumar Singh Registrar GLA University 17 Km. Stone, NH-2, Mathura-Delhi Road P.O.- Chaumuhan, Mathura (U.P.) INDIA
Stamp
Mr. Ashok Kumar Singh Registrar