

MEMORANDUM OF UNDERSTANDING

BETWEEN



SREENIDHI INSTITUTE OF SCIENCE AND TECHNOLOGY (SNIST)
HYDERABAD, TELANGANA

AND

PROFESSOR JAYASHANKAR TELANGANA STATE AGRICULTURAL UNIVERSITY
(PJ TSAU) HYDERABAD, TELANGANA STATE

FOR COLLABORATION ON RESEARCH, TRAINING, INNOVATION AND
ACADEMIC PROGRAMMES

This Memorandum of Understanding made and entered into on this 25 day of
September 2019

Between

Professor Jayashankar Telangana State Agricultural University established by the Act of
state Legislative i.e. PJ TSAU Act 1963 situated at Rajendranagar, Hyderabad – 500030
(hereinafter called “PJ TSAU”) represented by its Registrar which expression shall mean
include its executors, successors and permitted assigns, of the first part.

AND

Sreenidhi Institute of Science and Technology, autonomous institute under JNTUH with its
campus located at Yamnampet, Ghatkesar, Hyderabad – 501301, TS, India. (hereinafter called
“SNIST”) represented by its Principal, Dr. T. Ch. Siva Reddy, which expression shall where
the context so admits includes its successors and permitted assigns of the other part.

This MOU sets down the mutually agreed broad framework for collaborating academic
programs, research partnerships and for supporting R&D through innovation, entrepreneurship
and training in various fields of common interest related to bringing the results of Science and
Technology to society. It incorporates the modalities for collaboration on these and other areas
of mutual interest between PJ TSAU and SNIST.

1.0 PREAMBLE

1.1 PJ TSAU works towards the education of the rural people in agriculture in its broadest
sense to promote research, field and extension programmes in agriculture and agricultural
production. It also works on improving technologies to improve farm production and
income to farmers.

1.2 SNIST was established in 1997 with the approval of All India Council for Technical
Education, Government of Andhra Pradesh, and is affiliated to Jawaharlal Nehru
Technological University, Hyderabad. SNIST is sponsored by the Sree Education Society
of the Sree Group of Industries. It runs 8 undergraduate and 5 postgraduate
programmes and is engaged in research activity leading to Ph.D. Sreenidhi is recognized

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Sreenidhi Institute of Science and Technology, Hyderabad, TS, INDIA

And

Professor Jayashankar Telangana State Agricultural University (PJ TSAU), Hyderabad, INDIA

by the Department of Scientific and Industrial Research as a Scientific and Industrial Research Organization. SNIST established Sreenidhi-Hub as the **Incubation and Entrepreneurship**. Sreenidhi-Hub has been recognized as the Host Institute facility under the Development Commissioner – New Delhi Scheme to Support Entrepreneurship and Managerial Development of SMEs through Incubators.

- 1.3 The activities of PJTSAU and SNIST are in several ways complementary. While PJTSAU generates science and technology research outputs in the agriculture domain, SNIST has expertise in emerging technologies and its faculty have carried out numerous consultancy work for reputed organizations through product development, technology training & services, research and innovation.
- 1.4 It is therefore felt that a collaborative program would be of considerable mutual benefit for both the parties. The collaboration would cover the modernization of existing agricultural practices through application of emerging technology. Such a synergy will also bring the wisdom of the SNIST into the Agri-Biotechnology and Agriculture/Horticulture oriented educational and training programs of the PJTSAU. This collaboration will also help in generating value for the society that is based on Science & Technology driven entrepreneurship and through a systematic study of related systems and practices.
- 1.5 This MOU is the result of a fruitful discussion within and between PJTSAU and SNIST to develop stimulating and dynamic collaboration, achieve beneficial goals between the parties.

ARTICLE 1

A Coordinator each from PJTSAU and SNIST will be appointed to oversee the goals and purpose of this MOU. These coordinators from both parties will constitute Sub-Committees to carry out specialized activities as required.

ARTICLE 2

Consistent with the goals and purpose of the collaboration, PJTSAU, Rajendranagar, Hyderabad and SNIST, Hyderabad, propose the following areas of activities:

- a. Based on periodic discussions between identified personnel of SNIST & PJTSAU the joint research programs will be identified. The critical research needs will be discussed and the methodologies for research and translation will be decided.
- b. The relevant Academic, Research and Doctoral programs initiated at PJTSAU will have formal and informal participation of the SNIST faculty. SNIST faculty will participate in teaching and training of PJTSAU graduate students on technology application, as and when the need arises.
- c. The research infrastructures of the two institutions, when available, will be accessible to the faculty of both the Institutions.
- d. As and when joint work of PJTSAU and SNIST yields positive results into products/services and the patentable items will be identified and the need based actions will be initiated.

- e. The faculty of the two parties will be encouraged to submit joint application for external research grants.
- f. Intellectual Property Commercialization Strategy: Discussions will be initiated between PJTSAU and SNIST on Intellectual property management commercialization strategy and facilitation through intermediaries. This process will be facilitated by the Director of Research at PJTSAU and the appropriate SNIST personnel.
- g. Faculty mentors: Interested parties from either side may be available to mentor students on technology /business aspects on an informal basis.
- h. Joint visitors program: Visiting Faculty and Postdoctoral fellows from India who are connected with PJTSAU can visit both the parties in a coordinated manner and create necessary linkages. The designated Coordinators from PJTSAU and SNIST will facilitate such activity.
- i. Joint Publications: The collaboration could generate Research papers, Patents, and Technology reports that could be of great use.
- j. To facilitate Intellectual Property commercialization strategy, a 'Joint Subcommittee for Intellectual Property Identification' will be constituted. This committee will consist of experts from PJTSAU, SNIST and other relevant professionals from outside who will create the right mechanism to source and spot intellectual property (patentable or not) that can be used in activities (g) and (h).

ARTICLE 3

In addition to the Coordinator mentioned at (1), other Committees will be put in place when necessary, to make this MOU a success.

The faculty, research scholars, Masters Students and the alumni of PJTSAU and the faculty of SNIST may be given access to the facilities of both the parties, subject to prevailing rules and regulations of the respective Institutes regarding such access.

ARTICLE 4

Provision is hereby made for:

- i. The exchange of faculty, research scholars and students between the two Parties.
- ii. The Joint organization of symposia, seminars, workshop, lectures and events.
- iii. Sharing of data and facilities on collaborative projects under appropriate non-disclosure Agreements.

ARTICLE – 5

1. INTELLECTUAL PROPERTY

- a) Intellectual property will refer to all patents, copyrights, trademarks, protections, geographic indicators and other intellectual property protections, including plants, genes and chemical structures. Intellectual property also includes oral or written know-how of relevance to the research activities of the two Institutes. Intellectual property ownership, authorship and commercialization are three aspects that will be considered. Ownership and

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commercialization are discussed below. However to merit authorship, it is required that the inventor has participated in the research activity relevant to the invention and contributed to the claims of the invention when a patent is involved. An author of a patent can be a faculty, student an alumnus, or a scientist.

- b) Intellectual property types relevant to this MOU are
- i. Patented and unpatented know-how developed at prior to interaction with SNIST/PJTSAU on a specific problem, (background intellectual property).
 - ii. Patented and unpatented know-how developed during and after collaboration between faculty, students, alumni of PJTSAU and SNIST on a specific problem (new developmental intellectual property).
 - iii. Intellectual property as at (i) and (ii) and also includes entities (third parties) other than PJTSAU and SNIST.
- c) Intellectual property of PJTSAU obtained prior to collaboration between PJTSAU and SNIST on a specific problem will belong to PJTSAU. Intellectual property of SNIST prior to such collaboration will belong to SNIST and any back ground Intellectual property that involves parties in addition to PJTSAU and SNIST must be made known to all concerned before this collaboration is inked.
- d) Intellectual property generated jointly during the operation of this MOU may be jointly filed and "owned" by PJTSAU- SNIST or jointly published in and/or presented at national and international journals and/or conferences as per the Intellectual property strategy and IP policy of the two parties. Legal advice regarding Intellectual property filing may be sought prior to publication and/or public speeches, training and consulting where relevant.
- e) Faculty, students and alumni participating in the activities under this MOU will be governed in matters of PJTSAU-SNIST joint activities by the provisions of this MOU, even if they leave their respective institutes, when Intellectual property relevant to these institutes is being pursued.
- f) Commercialization revenues from Intellectual property, patented or unpatented (such as know-how, oral or written), generated by bringing such Intellectual property to the market and society will be shared by SNIST and PJTSAU. The sharing approach will be decided upon mutually on a case-to-case basis on the contributions of relevant inventors. This revenue sharing approach will be applicable for the first five years of this MOU. Revenue sharing will take into consideration all relevant guidelines applicable at to both PJTSAU and SNIST.
- g) In the case of entrepreneurship activity and start-up companies that may emerge from PJTSAU – SNIST collaboration, new developmental intellectual property will be owned by the start-up companies, unless decided otherwise.
- h) PJTSAU and SNIST may use and share information and data generated during their collaboration for teaching and academic activity including case development within their respective institutions/Lab. Information regarding intellectual property belonging to PJTSAU can be shared between the Institute/Lab via a Non-Disclosure Agreement (NDA).

This can be used for consulting activities by faculty of either party only with the permission of the Vice-Chancellor, PJTSAU as the case may be. Information regarding intellectual property belonging to SNIST can be shared between the Institute/Lab via a non-disclosure agreement. This can be used for consulting activities by faculty of either Institute only with the permission of the appropriate authority in the SNIST.

- i) When an entity or entities other than PJTSAU or SNIST is/are also involved, intellectual property ownership, commercialization will be negotiated on a case-by-case basis. Authorship will be given in a manner as mentioned in the (a) of this article.

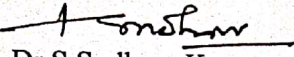
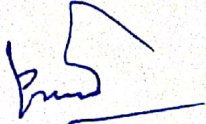
2. NON- EXCLUSIVITY OF THE MOU

PJTSAU and SNIST together have the unrestricted right to seek additional funding from and /or to cooperate with any other agencies / institutions for the activities and have unrestricted right to have MOU with any other institutions covered by the MOU.

3. CHANGES, DISAGREEMENTS, MODIFICATIONS AND TENURE

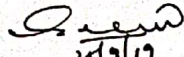

- a) Any articles of the MOU may be modified or changed by mutual agreement of the parties hereto in writing. The modifications and / or changes shall be effective from the date on which they are modified / extended unless otherwise agreed to.
- b) All disagreement, differences of opinion, conflicts (including on intellectual property) and / or disputes regarding the interpretation of the provisions of this MOU shall be resolved by mutual consultation between the signatories, namely the Registrar of PJTSAU and Signatory of SNIST. The regular conflict resolution processes used at PJTSAU and SNIST will be adopted when mutual consultation fails. The courts of Hyderabad will be relevant to such a resolution.
- c) The tenure of the MOU shall be Three years from the date of signing of the MOU. The tenure may be renewed after review conducted by the Registrar of PJTSAU and the signatory SNIST and appropriate revisions to the MOU can be made based on mutually shared experiences and agreed terms and conditions.
- d) Each party shall have the right to terminate the MOU by giving at least two months' notice in writing to the other Parties at any time. If the Memorandum of Understanding is terminated by a Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress. Existing projects which are due to be completed within one calendar year from the date of notice of termination shall not be affected by such termination unless agreed upon by all the Parties.
- e) Nothing in, or relating to, this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Parties.
- f) If there is no initiation of objectives mutually as per MOU within six months from the date of agreement the MOU stands cancelled.

In witness, where of the undersigned, duly authorized thereto, have signed this MOU.

for Professor Jayashankar Telangana State Agricultural University	for Sreendihi Institute of Science and Technology
 Dr.S.Sudheer Kumar Registrar, PJTSAU	 Dr. T. Ch. Siva Reddy Principal , SNIST

REGISTRAR
P.J.T.S. Agricultural University
Rajendranagar, Hyderabad-30, T.S.

Witnesses

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25/9/19
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25/9/19

