

Revised MoU as per Suggestion PICA

AUBURN UNIVERSITY

MEMORANDUM OF UNDERSTANDING

BETWEEN

TAMIL NADU VETERINARY AND SCIENCES UNIVERSITY (TANUVAS),
TAMIL NADU, INDIA

AND

AUBURN UNIVERSITY, ALABAMA, USA

FOR COOPERATION IN THE FIELD OF ACADEMIC AND RESEARCH

This Memorandum of Understanding (MoU) is made between Tamil Nadu Veterinary and Animal Sciences University (TANUVAS) having its office at Madhavaram Milk Colony, Chennai - 600051, Tamil Nadu, India established under the Tamil Nadu Act 42 of 1989 (hereinafter called "TANUVAS") of the one part and Auburn University, located in Auburn, Alabama, USA established in 1856 (hereinafter called AU) of the Other Part.

WHEREAS TANUVAS is inter alia engaged in the fields of teaching, extension, research and service to farmers, general public, state and central line departments and business establishments connected to veterinary and animal husbandry.

WHEREAS AU is a comprehensive land-grant and research institution, covering 745 hectares with 206 academic buildings, 427 total buildings. There are currently ~31,500 students, including 5,500 graduate students, and 1,100 professional students at AU from the United States and around the world. From arts to fundamental and applied sciences, AU offers more than 150 different majors offering bachelor's, master's and doctoral graduate degrees, including DVM degrees and M.S./Ph.D. degrees in Biomedical Sciences by Auburn University College of Veterinary Medicine.

NOW THEREFORE, TANUVAS and AU inspired by their common objectives to promote and accelerate the progress of education, research and training in various disciplines of Veterinary and Animal husbandry.

Have reached the following understanding :

ARTICLE - I
Objectives

1. The Parties hereby agree to promote cooperation in the field:
 - i. Exchange of faculty members, clinicians, and technical staff
 - ii. Exchange of students, interns, residents, specialists/research scholars
 - iii. Joint research, academic & clinical activities, and collaborations
 - iv. Joint organization & participation in seminars, conferences, academic & clinical meetings, and similar events
 - v. Special short-term (2-3 weeks/need-based) international training programs, post-doctoral programs, and demand-driven programs
 - vi. Cultural and knowledge exchange activities
 - vii. Providing opportunities for faculty and staff development by participation in sabbatical leave and other skill development programs
 - viii. Engaging in consultancies, clinical programs, and industry support
 - ix. Joint submissions for external research & developmental grants
 - x. Outreach & continuing education programs
 - xi. Exchange of research & educational materials, publications, electronic instruction media, data, and academic information
 - xii. Provide access to facilities and/or resources not available in the respective universities and technical assistance in needed matters
 - xiii. Development of dual degree graduate programs
 - xiv. Joint publications, conference presentations & digital content creation
 - xv. Joint initiatives and programs in emerging research areas
 - xvi. Other activities as deemed mutually appropriate
2. Such cooperation shall be implemented by the following means:
 - i. Establishment of mutual relation between the scientific and technical divisions of the organizations of the respective Parties;
 - ii. Creation of facilities for exchange of scientists, technologists and experts and their proper placement;

ARTICLE - II
Implementation

3. TANUVAS and AU may name any member of their staff to work out the practical details of co-operation between the two organizations and in general to ensure proper and effective implementation of this MoU.

ARTICLE - III

Work Plans

4. This MoU will be implemented through development of biennial work plans to be developed jointly, which describe specifically the activities to be carried out under this cooperative programme and which set forth the intended contributions of each party. These work plans may originate from either Party but will require full approval of both the Parties for implementation.

ARTICLE - IV

Publication and Intellectual Property Rights

General clauses:

5. Each party will ensure appropriate protection of Intellectual property rights generated from cooperation pursuant to this MoU, as applicable, consistent with their respective laws, rules and regulations and international agreements to which countries of both parties are committed, including compliance of Annexure – I (Intellectual Property) and Annexure II (Security obligations) of the Indo-US Science and Technology Agreement (STA) signed in September 2019.
6. In case, research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the party concerned alone will apply for grant of Intellectual Property Rights (“IPR”) and once granted, the IPR will be solely owned by the concerned Party.
7. In case of research results obtained through joint activities, the grant of Intellectual Property Rights will be sought by both the Parties jointly and once granted these rights will be jointly owned by the Parties.
8. 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 the prior written consent of the other party.

Commercialization:

9. In case of research results obtained through joint activities under this MoU, both TANUVAS and AU will apply as co-applicants for the protection of Intellectual Property Rights subject to exclusive rights of both the parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

Publication:

10. Any publication, document and/or paper arising out of the 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 of both the Parties. It may however be ensured that the official emblem and logo is not misused.

Confidential information:

11. All information and documents to be exchanged pursuant to the Memorandum of Understanding (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.
12. 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 Recipient in respect to any intellectual property right of the other Party.
13. 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 by the Parties in writing.

ARTICLE - V
Disclosure of information

14. TANUVAS and AU 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 information which at the date hereof was:
 - i. in the public domain
 - ii. known to either prior to the date hereof as evidenced by written documents subsequently;
15. All data generated through this Memorandum of Understanding with assistance by TANUVAS or a collaborating institute in India from AU's work programme shall be subject to explicit written approval signed by AU before publication of same by TANUVAS and/or the collaborating institute.

16. All data generated through this Memorandum of Understanding with assistance by AU from TANUVAS's work programme or the work programme of a collaborating institute in India shall be subject to explicit written approval signed by TANUVAS or the collaborating institute before publication of same by AU.
17. The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.
18. Germplasm Exchange: For exchange of germplasm and other breeding materials, the extant laws, rules, regulations and guidelines of respective countries shall apply for both the parties. For instance, in India the regulatory provisions of National Biodiversity Authority/BDA/Biosafety regulations as notified by Ministry of Environment, Forest and Climate Change vide notification no. S.O. 1911(E) dated 8th November 2006 as well as "Rules for the Manufacture, Use, Import, Export and Storage of Hazardous micro-organism/Genetically engineered organisms or cells, 1989" framed under Environment (Protection) Act, 1986; and amendments thereafter shall apply to both parties.
19. **Dispute Resolution:** Any dispute between the Parties arising out of implementation or interpretation of implementation of this MoU shall be settled amicably through consultation or negotiation.

ARTICLE – VI
Amendments

20. This MoU may be amended at any time by mutual written consent of Parties.

ARTICLE – VII
Institutional Links

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

ARTICLE – VIII
Joint Working Group

22. A Joint Working Group will be set up with representatives from both Parties to meet once in two years alternately in Chennai, India and Auburn, Alabama, USA to follow up the execution of this MoU and suggest necessary measures for its development.

ARTICLE - IX
Financial Arrangements

23. In the case of administrative visits on the basis of reciprocity, the sending Party shall meet the to- and from-international travel costs, whereas the receiving side shall meet the costs of board, lodging and internal transport. For students and visiting scholar exchange, the financial arrangements will be discussed on case-by-case bases according to University policy and visa requirements.
24. For training and consultancy of Scientists, financial arrangement shall be decided by mutual consent of both the Parties.

ARTICLE - X
Validity / Termination

25. The MoU shall be effective from the date of its signing by both the Parties. It shall be valid for a period of five years. Thereafter it shall be renewed for a period of five years by mutual consent by the Parties 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 calendar month from the date of issue of such a notice. But the termination of this Memorandum of Understanding shall not affect the validity or duration of specific collaborative programmes already being undertaken thereunder, unless decided otherwise by the Parties by mutual consent.

“IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Organisations, have signed this Memorandum of Understanding”

Signed at On day of 2024 in two originals, each in English and Hindi languages all text being equally authentic. In case of divergence in interpretation, the English text shall prevail.”

GENERAL CONDITIONS

As per the instructions from the Ministry of Home Affairs, Government of India in its Lr. No.06/40/2014/PP-11 (3250397) Dt. 01.12.2014, the following are the conditions:

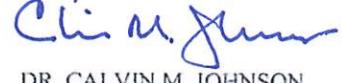
- a) All the participants associated with the programme would have to be subjected to usual security clearance while visiting the other Party
- b) The foreigners / Scientists / students / faculty members associated with the exchange programme would be subjected to usual security checks while visiting the other Party without any dilution and must follow the rules/instructions regulating their visits to India especially if they require visiting areas coming under RAP/PAP visa regime
- c) The grant of visa and immigration will be governed by the existing policy applicable and the entry / exit of foreign nationals visiting the other Party for the purpose will be governed as per the normal visa rules existing in the respective country.

2595553/2025/IC-II & cdn.

LIAISON OFFICERS

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SIGNATURES (with Name and Designation)

for and on-behalf of Auburn University  Dr. CHRISTOPHER B. ROBERTS President Auburn University Auburn University, Alabama, USA ate: 12/18/2025  DR. CALVIN M. JOHNSON Professor and Dean AU College of Veterinary Medicine ate: 12-12-2025	for and on-behalf of Tamil Nadu Veterinary and Animal Sciences University  Dr. R. NARENDRA BABU, Ph.D., REGISTRAR & VICE-CHANCELLOR I/C TAMIL NADU VETERINARY AND ANIMAL SCIENCES UNIVERSITY Date: MADHAVARAM MILK COLONY, CHENNAI - 600 051
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