

MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding (hereinafter referred to as "MoU") is entered between

Department of Veterinary and Animal Sciences, Faculty of Health and Medical Sciences
University of Copenhagen, Grønnegårdsvej 15, 1870 Frederiksberg C, Denmark

and

University of Lucknow, Babuganj, Hasanganj, Lucknow, Uttar Pradesh 226007, India

hereinafter collectively referred to as "the Parties" and the term Party meaning either of them as the context so permits.

Whereas

- A. Department of Veterinary and Animal Sciences, Faculty of Health and Medical Sciences provides skilled candidates and creates new knowledge in piscine parasitology, immunology and pathology. The researchers are internationally recognized and among the most excellent within these fields.
- B. University of Lucknow provides skilled candidates and creates new knowledge within fish aquaculture and piscine parasitology and pathology. The researchers are internationally recognized within their field.
- C. The Parties believe that mutual benefit can be derived from scholarly interaction, cultural interchange, co-operative research, and other forms of academic collaboration as well as possible student and staff exchanges. The parties see advantages in the development of strong academic links and relationships and agree to establish ties of friendship and cooperation for the purpose of promoting mutual understanding and academic, cultural, and personal exchange.

1. Commencement and duration

- 1.1 This MoU shall become effective ("Effective Date") upon signature by all Parties and remain in force for (5) years unless earlier terminated in accordance with the provisions of article 10.

2. Objectives

- 2.1 Department of Veterinary and Animal Science and the University of Lucknow agree that subject to the availability of resources and the approval of both parties the following cooperative ventures will be considered within the field(s) of:
 - exchange of undergraduate and postgraduate students;
 - exchange of faculty and staff;

- joint research projects carried out by researchers from both institutions;
- mutual assistance in the establishment of new programs;
- exchange of information and publications;
- organizing conferences and workshops.

3. Conditions

- 3.1 The Parties acknowledge that this MoU does not place them under any obligation to enter into any subsequent agreement or arrangement. This MoU is not intended to be legally binding or give rise to any liability of any kind whatsoever. It is therefore a statement of intent which sets forth the general basis upon which the Parties wish to proceed.
- 3.2 The terms and conditions of any specific collaborations that is agreed to under this MoU will be discussed by both Parties and mutually agreed to in writing prior to the commencement of the activity. The agreement will specify the specific objectives and procedures, the contributions and responsibilities of each Party, the amount and source of funding, including schedule of payment and reporting, the intellectual assets and intellectual property ownership issues, the rights and obligations of each party and any other provisions as may be relevant and/or applicable. Such agreement shall be expressed in English and shall only be effective and binding on the Parties if signed by duly authorized signatory.
- 3.3 Each party will designate a liaison or project manager responsible for overseeing and ensuring the fulfillment of their respective obligations under this MoU. These representatives shall also facilitate regular communications between the parties to support effective collaboration. All commitments and tasks undertaken by each party will be documented in detailed project plans or agreements that are mutually agreed upon and appended to this MoU as necessary.

4. IP and Confidentiality

- 4.1 The Parties agree and undertake to keep confidential at all times any information or data that may be exchanged, acquired, or shared in connection with any activity conducted pursuant to this MoU save where such information is already in the public domain or is required to be disclosed by any applicable law or regulations, or where the extent of such disclosure is authorized in writing by the other. The obligations of the Parties under this clause shall continue for five (5) years following the expiry or termination of this MoU.
- 4.2 All existing intellectual property rights (IPR), whether owned by or licensed to either Party, shall remain the property of that respective Party. All future collaborations will be governed by separate collaboration agreements, which will also regulate IPR. These agreements must be mutually agreed upon in writing and specify terms, including the scope of work, responsibilities, and IPR. No collaboration shall proceed without such an agreement.
- 4.3 The Parties will adhere to data privacy practices in alignment with the EU General Data Protection Regulation (GDPR) and/ or other applicable regulation on data protection, specifically national laws on data protection. These confidentiality obligations survive the termination of this MoU.

5. No exclusivity

- 5.1 This MoU does not obligate either Party to work exclusively with the other on any project whatsoever and this MoU does not make either Party an agent for the other.

6. Independence of Parties

- 6.1 Neither Party has the authority, either expressed or implied, to enter into any agreement, incur any obligations on behalf of, or commit the other Party in any matter Whatsoever, except as is provided in this MoU.

7. Legal Effect

- 7.1 This MoU is entered into in good faith as a basis for establishing institutional collaborations. Accordingly, this MoU is not intended by the Parties to be legally binding upon them and failure to enter into any subsequent agreements or projects shall not constitute any breach capable of raising any legal liability of either Party

8. Amendments

- 8.1 Variations or amendments to this MoU shall be effective only in writing and signed on behalf of each Party by a duly authorized signatory.

9. Notices

- 9.1 Notices or communication may be sent by physical delivery, by registered post at the address set out below or such address as that Party may provide (for the purpose of this article).

The addresses are:

University of Copenhagen

Physical Address: UCPH, Department of Veterinary and Animal Sciences, Denmark

Postal Address: Grønnegårdsvej 15, 1870 Frederiksberg C, Denmark

Phone Number: +45-35327390, **Marked for the attention of:** Birgit Nørrung

University of Lucknow

Physical Address: University of Lucknow (Babuganj, Hasanganj, Lucknow, Uttar Pradesh 226007, India)

Postal Address: Babuganj, Hasanganj, Lucknow, Uttar Pradesh 226007, India

Phone Number: +91,9415684935, **Marked for the attention of:** Prof. Alok Kumar Rai

10. Termination

- 10.1 This MoU will expire five (5) years from the Effective Date unless sooner terminated, revoked, or modified by mutual written agreement between the Parties. This MoU may be extended for a further three (3) year period by mutual written agreement.
- 10.2 Either Party may terminate this MoU by giving six months' notice in writing to the other party. Provisions about termination in separate legally binding agreements on collaboration shall not be overridden by such a notice to terminate this MoU, and the agreements shall be completed in accordance with the provisions contained therein.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have caused this MoU to be signed in their respective names.

The University of Copenhagen	
Represented by Department of Veterinary and Animal Sciences, Faculty of Health and Medical Sciences	
Signed:	<i>Birgit Nørrung</i>
Name:	Birgit Nørrung
Title:	Head of Department
Date:	<i>May 25, 2024</i>

DEPARTMENT OF VETERINARY
AND ANIMAL SCIENCES
UNIVERSITY OF COPENHAGEN

Birgit Nørrung
Head of Department
DVM, PhD

Gronnegårdsvej 15
DK-1870 Frederiksberg C
Denmark

Tel. +45 35 33 27 60
Fax +45 35 37 73 90
MOB +45 22 24 88 23
birgit.noerrung@sund.ku.dk
www.ivh.ku.dk



The University of Lucknow	
Signed:	<i>Alok Kumar Rai</i>
Name:	Alok Kumar Rai
Title:	Professor and Vice Chancellor
Date:	

