

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF ANIMAL HUSBANDRY, DAIRYING
& FISHERIES,
MINISTRY OF AGRICULTURE & FARMERS WELFARE OF
THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE DANISH VETERINARY AND FOOD
ADMINISTRATION,
MINISTRY OF ENVIRONMENT AND FOOD
OF THE KINGDOM OF DENMARK
ON COOPERATION IN
THE FIELDS OF ANIMAL HUSBANDRY AND DAIRYING

Whereas Department of Animal Husbandry, Dairying & Fisheries (DADF), Ministry of Agriculture & Farmers Welfare of the Government of the Republic of India and the Danish Veterinary and Food Administration, Ministry of Environment and Food of Denmark, hereinafter referred to as the Parties; desiring to strengthen and expand cooperation and consultation in areas relating to Animal Husbandry and Dairying sectors between the two countries.

Have reached the following understanding:

Article-1

The Parties enter into this Memorandum of Understanding (MoU) and establish the India-Denmark Joint Working Group (JWG) for cooperation in the field of Animal Husbandry and Dairying Sectors to enhance consultation and cooperation between the Parties on

livestock husbandry, dairy and related matters of mutual interest including consultations on bilateral issues.

Article-2

The Parties may cooperate in the field of Animal Husbandry and Dairying sectors for mutual benefit and in accordance with the laws and regulations of the Parties.

Article-3

Scope of the Cooperation

In accordance with each Party's capacity, the parties will endeavour to promote dialogue, information exchange and cooperation by means as may be mutually decided. Such cooperation may include, but is not limited to, the following areas of interest:

- i. Matters of mutual concern or interest in relation to livestock husbandry, dairy and related matters;
- ii. Collaboration in livestock Health and husbandry, breeding and dairying.
- iii. Management and mechanism to enrich feed & fodder nutritionally and its bulk transportation in deficit areas to realize higher productivity and production in livestock.
- iv. Sanitary issues concerning trade in livestock, animal husbandry and animal products, and
- v. Any other matter of joint interest.

Article-4

Joint Working Group

The JWG shall meet annually alternately in India and Denmark on mutually convenient dates to formulate joint programs and facilitate cooperation and consultation. However, video-conferences may be held in between annual meeting depending upon the requirement, as per the mutual convenience of the Parties.

Article-5

The co-chair of the Parties hosting the JWG meeting will organize the meeting, prepare a draft report on its discussion, and finalize the report for signing at the end of each JWG meeting in consultation with the other Party. The JWG will report to the respective Ministries.

Article-6

Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and multilateral agreements to which both Parties are party to.

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 IPR and once granted, the IPR will be solely owned by the concerned Party.

In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both Parties jointly and once granted these rights will be jointly owned by the Parties.

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 consent of the other Party.

In case of research results obtained through joint activities under this MoU both DADF and the Ministry of Environment And Food of Denmark will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialise the technology in their respective countries. Commercialisation in any other country shall be done jointly through a separate agreement(s).

Article- 7- PUBLICATIONS

Any publication, document and /or paper arising out of 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, documents and /or paper will require prior written

permission of both the Parties. It may, however, be ensured that the official emblem and logo is not misused.

Article - 8 -CONFIDENTIAL INFORMATION

Subject to applicable laws prevailing in each country, all information and documents to be exchanged pursuant to this MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than that specified without the prior written consent of the other Party.

All confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that this MoU and 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.

Unpublished information, either 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.

Article-9

In any proposed cooperative activity, where it is foreseeable that intellectual property rights issues may arise, the Parties will not discuss the same in JWG but will

refer, in accordance with their laws and regulations, to their

respective authorities for the effective protection of those intellectual property rights and may enter into separate arrangements as required.

Article-10

Financial Arrangements

Unless otherwise mutually decided by the Parties, the cost of hosting meetings and other related activities will be borne by the host country. Parties attending meetings will bear all cost of the visit including international air fare, accommodation and other related costs.

Article-11

Any dispute between the Parties concerning the implementation or interpretation of this MoU will be settled amicably through mutual consultation and negotiation.

Article-12

This MoU will enter into effect from the date of its signature by both the Parties and will remain in effect initially for a period of five years and may be automatically extended for similar period of five years.

Article-13

This MoU may be amended or modified at any time by the mutual consent of the Parties in writing. This MoU may be terminated by either Party giving six months prior notice in writing through the diplomatic channel to the other Party. Termination of this MoU will not affect the validity of any arrangements initiated prior to such termination, unless mutually decided

otherwise by the Parties.

Article-14

This MoU does not create any legal rights and obligations between the Parties.

IN WITNESS WHEREOF, the undersigned being duly authorised thereto have signed this Memorandum of Understanding.

New Delhi and

Signed at Copenhagen on 16 April 2018 in two original copies in English language.

For the DEPARTMENT OF For the DANISH
ANIMAL HUSBANDRY, VETERINARY AND FOOD
DAIRYING & FISHERIES, ADMINISTRATION,
MINISTRY OF AGRICULTURE MINISTRY OF
& FARMERS WELFARE OF ENVIRONMENT & FOOD OF
THE GOVERNMENT OF DENMARK.
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