

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made as of the 9 day of May 2025 (the "Effective Date") is between:

University of Guelph
Ontario Agricultural College
Gosling Research Institute for Plant Preservation (GRIPP)
50 Stone Road E, Guelph, ON, N1G 2W1, Canada
"Guelph"

- and -

Shri Guru Ram Rai University
Patelnagar/Pathribagh, Dehradun, Uttarakhand, India
"SGRRU"

(each hereinafter referred to as a "Party" and together the "Parties")

The **Ontario Agricultural College**, University of Guelph, located in Guelph, Ontario, Canada and the **Shri Guru Ram Rai University**, located in Uttarakhand, India intend to strengthen cooperation and enter into an alliance to conduct cooperative activities on the basis of mutual benefits in advances in research and education that are within the scope and expertise of both parties. In particular, areas related to the Gosling Research Institute for Plant Preservation (GRIPP), Department of Plant Agriculture.

PURPOSE AND SCOPE OF COLLABORATION

- 1) The purpose of this MOU is to formally record the mutual interest of the Parties in opening discussions with each other with respect to furthering academic links and potential areas of collaboration between the two institutions. The potential areas of collaboration between the Parties may include, but are not limited to:
 - a) Faculty exchanges for teaching, research, or both;
 - b) Joint research and publications;
 - c) Joint seminars and conferences;
 - d) Visiting faculty, staff, or graduate students; and
 - e) Joint funding applications.





DEFINITIVE AGREEMENT(S)

- 2) The Parties understand and acknowledge that any initiatives which may arise from the discussions pursuant to this MOU will be subject to: (a) the successful negotiation and execution of definitive agreement(s) between the Parties (the "Definitive Agreement(s)"); (b) the approval and transfer of sufficient funding; and (c) the appropriate approvals from the governing bodies of the Parties and any other approvals required by law, regulation or other legal process.

REPRESENTATIVES AND NOTICE

- 3) Each Party will identify individuals as their respective liaison(s) for the purposes of holding discussions in accordance with this MOU. Whenever this MOU requires notice to be sent to the other Party, notice will be sent to the identified liaison(s) identified below:

Guelph:

Dr. Praveen K. Saxena
Professor and Director,
Gosling Research Institute for Plant Preservation (GRIPP), Department of Plant Agriculture
Email: psaxena@uoguelph.ca
Telephone: +1 519.824.4120 Ext. 52497

Cc:
Office of International Strategy and Partnerships
Email: avpi@uoguelph.ca
Telephone: +1 519.824.4120 Ext. 52495

SGRRU:

Dr. Priyanka Bankoti
Professor and Dean
School of Agricultural Sciences, Shri Guru Ram Rai University
Email: dean.sas@sgrru.ac.in
Telephone: +91 976 195 4004

Cc:
Office of Registrar
Email: registrar@sgrru.ac.in
Telephone: +91 875 548 7416





TERM AND TERMINATION

- 4) Subject to early termination as provided for in this MOU, this MOU commences on the Effective Date for a term of three (3) years (the "Term").
- 5) Either Party may terminate this MOU at any time for any reason or no reason by providing the other Party at least sixty (60) days prior written notice addressed and delivered to the liaison(s) identified in section 3 above.
- 6) The Parties may renew or revise this MOU only upon mutual agreement of both Parties.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 7) The Parties recognize that this cooperative relationship may result in the development of various types of intellectual property and technology transfer. Any agreement regarding intellectual property and technology transfer will be dealt with as part of the Definitive Agreements.
- 8) The Parties each acknowledge that they may be subject to applicable privacy legislation.

GENERAL PROVISIONS

- 9) During the Term of this MOU, each Party is responsible for its own costs and expenses incurred in the performance of its obligations under this MOU.
- 10) Each Party is acting on its own behalf and this MOU does not create any legal relationship, partnership, or agency or any other legal relationship between the Parties
- 11) The Parties agree that with the exception of sections 8, 12 and 13 the arrangements contemplated by this MOU do not constitute an enforceable agreement at law, but rather a general statement, at this time, as to the basis upon which the Parties intend to proceed. The Parties also agree that one or more Definitive Agreement(s) and other documentation would need to be prepared and signed to formalize these matters and legally bind any of the Parties.





- 12) Except as the Parties may agree in writing, no Party may make any public announcement or issue any press release or social media message with respect to the execution or terms of or any discussions pursuant to this MOU.
- 13) Neither Party will use the names, trademarks, trade names, or logos of the other Party, in the furtherance of this MOU or otherwise, without the prior express written consent of the other Party. Each Party acknowledges that no transfer of ownership or right to the others' names, trademarks, trade names and logos arises from permitted use.
- 14) If this Agreement is translated into any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.

IN WITNESS WHEREOF the Parties have executed this MOU as of the Effective Date.

University of Guelph

Shri Guru Ram Rai University

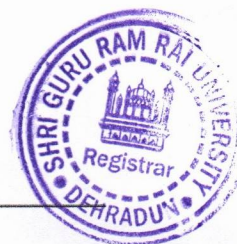
A handwritten signature in black ink, appearing to read "J. Cranfield", written over a horizontal line.

June 2, 2025

Name: Dr. John Cranfield

Title: Dean and Professor, Ontario
Agricultural College

A handwritten signature in black ink, appearing to read "L. Gambhir", written over a horizontal line. Below the signature is the date "29/5/25".



Name: Dr. Lokesh Gambhir

Title: Registrar and Dean Research

Shri Guru Ram Rai University

I/We have authority to bind the
University.

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