

MEMORANDUM OF AGREEMENT
between
THE OHIO STATE UNIVERSITY, COLUMBUS, OHIO, U.S.A.
and
NATIONAL INNOVATION CENTER,
KATHMANDU, NEPAL

In accordance with a mutual desire to promote further cooperation in higher education between the National Innovation Center (Kathmandu, Nepal) and The Ohio State University, Columbus, Ohio (USA), the mentioned institutions have found it mutually beneficial to initiate a series of cooperative activities that may include:

1. Student Internship: Ohio State students will work with NIC-affiliated Nepali engineers and technicians in different parts of Nepal (e.g., Agriculture Equipment Factory in Birjung) on prototype and product design and development, agricultural productivity improvement, and waste management and valorization. The goal is to work collaboratively on the relevant research and development initiatives for overall socio-economic and environmental benefits.
2. Collaborative Research: Ohio State researchers will support NIC's initiatives to improve production agriculture, and address urban waste management.
3. Collaborative Planning: NIC has worked closely with the Government of Nepal to rehabilitate the Agriculture Equipment Factory by repairing, improving and modernizing the existing machinery and equipment. In addition, NIC has broadly disseminated different products and technologies to improve the production agriculture and waste management in Nepal. Ohio State researchers have experience in designing and developing agriculture tools and machinery and plan to offer procurement advice in this important area of planning. In addition, Ohio State researchers have broad background and experience in the improvement of production agriculture and waste valorization.

Visiting Scholars and Researchers: Visa and Insurance Requirements

Under this Agreement, Visiting Scholars and Researchers taking part in programs shall comply with the immigration requirements of the Host Institution.

1. The Host Institution will provide the appropriate counseling and other assistance to the Visiting Scholars or research scientists. Information on housing options will be provided.
2. The Host Institution shall provide the Visiting Scholars with a formal letter of invitation and other documents as may be required to establish Visiting Scholar status to obtain visas and for other purposes.
3. To qualify for J-1 visa, Visiting Scholars to The Ohio State University must demonstrate that they have sufficient funds to cover such living expenses which amount to approximately \$19,200 per calendar year, pro-rated accordingly, or the actual cost of living per calendar year, pro-rated accordingly. In addition, Visiting Scholars must purchase health insurance subject to The Ohio State University's rules. See: <http://oia.osu.edu/int-scholars/j-1-visiting-scholars/required-health-insurance.html> for full explanation of The Ohio State University's health insurance coverage requirements.
4. The Host Institution shall provide a post-arrival orientation to assist Visiting Scholars in settling quickly into life at the Host Institution.

5. All scholar services and facilities of the Host Institution will be made available to Visiting Scholars.
6. Each Party is responsible for providing complete information about the terms and conditions of this Agreement to its participants, including the pertinent laws and regulations of the host countries and the respective host institutions.

Financial Arrangements

It is understood that the details of joint activities, conditions for utilization of the results achieved, and arrangements for specific visits, exchanges, and all other forms of cooperation will be negotiated for each specific case. It is also understood that any financial arrangements will be negotiated in each specific case and will depend upon the availability of funds. Each party agrees to seek financial resources for supporting such exchanges and collaboration.

Intellectual Property Law

Each Party shall retain ownership of their respective intellectual property rights existing as of the Effective Date, or developed or acquired independently of the research being conducted under this Agreement ("Background IP"), and nothing in this Agreement shall assign any ownership to the other Party with respect to such Background IP.

Ownership of inventions created under this Agreement shall be made in accordance with U.S. patent laws. As between the Parties, all Inventions made or created solely by a Party's or any of its Affiliates' employees, independent contractors, or consultants, in the course of conducting activities under this Agreement, together with all intellectual property rights therein, shall be owned by such Party. All Inventions made or created jointly by each Party's (or any of its Affiliates') employees, independent contractors, or consultants, in the course of conducting activities under this Agreement, together with all Patents therein ("Joint Patents"), shall be jointly owned by the Parties ("Joint IP").

Dispute Resolution

This Memorandum of Agreement established by The Ohio State University cannot be subject to Binding Arbitration. This MOA shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such State, without giving any effect to any conflicts or choice of laws principles which otherwise might be applicable. Any action or proceeding against any of the parties hereto relating in any way to this MOA or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of such action or proceeding.

Export Control Laws

It is recognized and understood that this MOA is subject to all applicable U.S. export control laws and regulations controlling the transfer of technical information or items out of the U.S. The transfer of certain technical information or items may require a license from the U.S. Government. All parties must comply with all applicable export control laws and regulations and no party may export or allow the export or re-export of any information or item when to do so would constitute a violation of those laws or regulations.

If non-public domain technical information or physical items will be exchanged under this agreement, The Ohio State University's Office of Secure Research must provide approval before the exchange occurs to ensure compliance with all applicable U.S. export control laws and regulations.

Liaison Offices


Each party shall designate a person or office to serve as a liaison responsible for implementation of this agreement.

For The Ohio State University	For the National Innovation Center
Dr. Ajay Shah Department of Food, Agricultural and Biological Engineering 110 FABE Building 1680 Madison Avenue Wooster, OH 44691 shah.971@osu.edu	Dr. Damodar Poudel President, NIC-USA Advisor, NIC-Nepal 4126 Claver Drive Columbus, OH 43219 damodarpoudel@nicnepal.org

Period of Agreement


This MOA shall take effect from the date of last signature hereto and shall be valid for five (5) years. It may be renewed for an additional five years if both institutions, acting independently, agree in writing to renew it at least six (6) months before it expires. It may be terminated by either party by giving three months' notice in writing of its desire to do so to the other Party, subject to the proviso that any ongoing projects under the MOA will be allowed to continue to their conclusion.

Signatures**For The Ohio State University**

DocuSigned by:

 C5624D7A4E8940C...
 Cathann Kress
 Professor and Dean
 College of Food, Agricultural, and Environmental
 Sciences


08/09/2023

Date

 7.31.2023
 Michael Papadakis
 Senior Vice President of Business and
 Finance and Chief Financial Officer

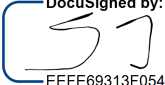
Date

For National Innovation Center

DocuSigned by:

 AFE4B96BA653405...
 Dr. Mahabir Pun
 Chairperson
 National Innovation Center

08/10/2023

Date

DocuSigned by:

 EFFE69313F0543F...
 Mr. Sanjay Jha
 General Manager
 National Innovation Center

08/10/2023

Date