

MEMORANDUM OF UNDERSTANDING BETWEEN

NEHRU GRAM BHARATI (DEEMED TO BE UNIVERSITY), PRAYAGRAJ

AND

FOREST RESEARCH CENTRE FOR ECO-REHABILITATION

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of Collaborative Forestry Research/ Joint Forest Project Formulation and Implementation/ Mutual Students' and Faculty Training & Capacity Building and Postgraduate Research in cutting edge areas.

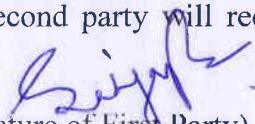
WHEREAS the "First Party" is an Advanced Centre which involves to nurture and cultivate professional excellence in the field of social forestry and Eco-rehabilitation in the state of Uttar Pradesh. It undertakes focused research on rehabilitation of degraded ecosystems and difficult /stress sites and promotion of Agroforestry and it aims to disseminate available technologies/processes/tools to user groups for conservation and sustainable use of forest resources. It also supports the lead institute in research education and extension in the area of jurisdiction.

AND WHEREAS the "Second Party", is a Department of Botany, Nehru Gram Bharati (deemed to be University) as per status the first rural University of U.P. State and one of a few in rural area based Institutes of higher learning in India. It enjoys recognition as a 'deemed to be' University, accorded by the Union Ministry of Human Resource Development U/s 3 of UGC Act, 1956 vide Notification No. F.9-42/2005-43 (A), dated June 27, 2008. Legislature is involved in Teaching, Research & Extension of Agriculture, Forestry, Technology and Sciences.

AND WHEREAS it has been considered convenient to agree in writing to participate jointly in the projects and research works requiring expertise and logistics from both the parties.

Article 1. Scope

1.1 The Second party will recognize the First party as an Advanced Centre for conducting research and training related to forestry, agroforestry and eco-rehabilitation and will seek collaborative works on research, training, project formulation & implementation. The Second party will recognize Scientists of the FRCER as recommended by its Head in


(Signature of First Party)


(Signature of Second Party)

accordance with the NGB (DU) rules and regulations for collaborative research works, knowledge exchange, technology exchange, students' thesis work guidance, training and jointly organizing conferences, symposiums, etc. The training and research costs as prescribed by NGB (DU) will be borne by the scientists, staff and research scholars of FRCER.

- 1.2 The First party will recognize the Second party as a University for conducting research and training and will seek joint ventures on collaborative research, training, project formulation & implementation. The First party will recognize scientists, research scholars and students of Department of Botany of the Head and Other faculties, NGB in accordance with the FRCER rules and regulations for collaborative research works, knowledge exchange, technology exchange, training and jointly organizing conferences, symposiums, etc. The training and research costs as prescribed by FRCER will be borne by the faculty, staff, research scholars and students of NGB (DU).
- 1.3 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions.
- 1.4 Research instrumentation facility and library facilities available with the both parties will be made available for the utilization of scientists, faculty, students and research scholars of both parties. However, the costs of specific consumables will be borne by the respective organizations.
- 1.5 There shall be an exchange of scientists, faculties, staff & students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per the prevailing rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

2.1 Head of the First party and the Head, Department of Botany, NGB (DU) of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the research, academic, project, extension and training activities, which should be open to the students, faculty and scientists.


(Signature of First Party)


(Signature of Second Party)

Article 3. Exchange of Information

3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this M.O.U.

3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

Article 4. General Provisions

4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.

4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.

4.3 Both parties acknowledge that exchange of scientists, faculty, staff and students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.

4.4 Any publications arising from collaborative research works will be jointly published in accordance with the provisions of rules and guidelines laid out by First Party and Second Party on mutual agreement and negotiations.

4.5 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.

4.6 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

4.7 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.



(Signature of First Party)



(Signature of Second Party)

Article 5. Intellectual Property Rights

5.1 The intellectual property (IP) generated out of the collaborative research works and students' research work will be having a joint ownership of both the parties. The management of IP, which will include the expenses for filing, prosecution and maintenance, will be borne jointly. The benefits generated from the commercialization shall also be shared mutually on case-to-case basis. The entire procedure will be carried out in consideration with the 'Approved Guidelines for Intellectual Property Management and Technology Transfer/Commercialization'

Article 6. Admission and Fees

6.1 All those who wish to register as trainees or research collaboration under this MoU must apply for admission at the First party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out by the Second Party.

6.2 All those who wish to register as trainees or research collaboration or for Master/Doctoral programme under this MoU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out by the Second Party.

6.3 Admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.


6.4 Allotment of the Guides/ Supervisor for faculty, research scholars and students (from Second party) will be done by the approval of Head of the First party.

6.5 Allotment of the Guides/ Supervisor for scientists and research scholars (from First party) will be done by the approval of Head, Department of Botany, PG Studies/, Registrar and Head, Department of Botany, NGB (DU) of the Second party.

6.6 The First party would have the right to screen the applicants' eligibility for admission based on their academic and research standards.

6.7 The Second party would have the right to screen the applicants' eligibility for admission based on their academic and research standards.

6.8 The number of faculty and student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide research at the First party institution.


(Signature of First Party)


(Signature of Second Party)

6.9 The number of scientists and research scholar(s) at any particular time will be subjected to the availability of research facilities and faculty's time to guide research at the Second party institution.

6.10 Any faculty or student admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

6.11 Any scientist or research scholar admitted to the Second party for training/ research, if found violating the rules and regulations laid down by the Second party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The First party will not complete the formalities of issuing the certificates to such scientist/ research scholar until they compensate the losses to the Second party.

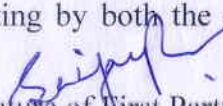
6.12 Fees will be charged from the scientists or research scholars by the Second party as per Guidelines to undertake training or to conduct research as trainees at Department of Botany, NGB (DU)


Article 7. Entry into effect, modification and termination

7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for five years extendable up to eight years. Both parties shall review the status of the MoU at the end of each five years period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to eight years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least three months in advance from the effective date of termination.

7.2. All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.

7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the


(Signature of First Party)


(Signature of Second Party)

same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party.

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

Authorized Signatory for FRCE-R
(First Party)(Second Party)

1. Shri Alok Yadav
Witness Senior Scientist
FRCE-R, Prayagraj
2. Dr. Anita Jomax
Senior Scientist, FRCE-R
Prayagraj.
3. Dr. Kumud Sharma
Senior Scientist, FRCE-R
Prayagraj.

(Signature of First Party)

Authorized Signatory for NGB (DU)

- R. L. Vishwakarma
Registrar
Maharaja Gram Biharati (Deemed to be University)
Allahabad-221505
1. Prof. Ram Mohan Pathak
Witness Vice Chancellor
NGBDU
 2. Dr. S. C. Tiwari
Pro-vice Chancellor
NGBDU
 3. Dr. Adi Nath
HOD, Dept. of Botany,
NGBDU

(Signature of Second Party)