



सत्यमेव जयते

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MEMORANDUM OF UNDERSTANDING

BETWEEN.

Forest Research Institute
Dehradun, Uttarakhand

and

Faculty of Agricultural Sciences and Allied Industries
Rama University (RU)
Kanpur, Uttar Pradesh

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Memorandum of Understanding (MoU) is made on July 14, 2021 between,

Forest Research Institute is an world class institute under Indian Council of Forestry Research and Education (An autonomous body of the Ministry of Environment, Forests and Climate Change) with its headquarters at Dehradun 248 006, Uttarakhand (hereinafter called "FRI")

and

Rama University is a State Private University running School of Agriculture as 'Faculty of Agricultural Sciences and Allied Industries' established under Uttar Pradesh Act No. 1 of 201, as passed by the State Legislature, and is empowered to award degrees as specified by University Grant Commission under Section 22 of the UGC Act 1956 located at Kanpur, Uttar Pradesh (hereafter called RU).

and

Now, the FRI and RU inspired by their objectives to promote and accelerate progress of research, education and training in various disciplines of forestry research, AND, THEREFORE have decided to enter into this MoU and agreed as herein contained.

1. PREAMBLE

The FRI is an internationally recognized research institute to carry out research, education, training and extension on forest and forestry and allied sciences in India. Furthering, advancement of learning and research, particularly in forestry and allied sciences and undertaking extension of such sciences to the stake holders.

and

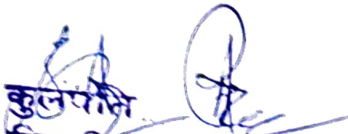
The RU has a mandated to carry out postgraduate and doctoral research in fields of agricultural sciences and allied subjects.

2.1 ROLES AND RESPONSIBILITIES OF RU

- a. The RU shall provide requisite field area in its campus, for conducting experimental trials
- b. The RU shall share existing logistics / facilities available at field stations for execution of experimental trials
- c. The RU shall permit / facilitate / accompany team of FRI for field experiments in the research field stations and provide logistics and accommodation, whenever required, as per eligibility of visiting teams of FRI

2.2 ROLES AND RESPONSIBILITIES OF FRI

- a. The teams of FRI shall visit fields of RU / Field Stations as per requirements / specific purposes as per below,
 - i. To co-ordinate / preparation of fields and raw materials
 - ii. To co-ordinate / manufacture new products and its evaluation
 - iii. To collect weather data / soil samples for testing and processing
 - iv. To co-ordinate crop harvesting on selected experimental fields for research purposes
 - v. To provide guest lectures and e-training to students in teaching program of the University


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- b. The FRI shall provide summer / short-term trainings from 21 days to six months for dissertations to post graduate and doctoral students of RU on payment basis, as per schedule rates
- c. The FRI shall provide advanced e-training / practical e-training to faculties of RU on payment basis as per schedule rates or agreed mutually

3. FINANCIAL ARRANGEMENT


- a. The input costs related to preparation of experimental materials like plants and formulations shall be borne by FRI. However, costs related establishment of trails and regular maintenance etc. shall be borne by RU
- b. The schedule of visits of FRI to RU or *visa versa* shall jointly be prepared periodically based on establishment of field experiments, data collection and other associated activities
- c. Both FRI and RU would designate responsible Scientists / Faculty for this purpose and cost of such visits shall be borne by the respective institutions, as per the eligibility
- d. Similarly, RU shall inform schedules for training and/or e-trainings to students and faculty members of RU well in advance, at least by three months, to make suitable arrangements
- e. The FRI and RU shall suitably be indemnified for violation of agreement suitably as per court outcomes against any administrative / financial obligation for this collaborative arrangement as mentioned in this MoU
- f. All proposed activities at the RU and/or Forest Research Institute shall be handled through mutually agreed and designated scientists/researchers of the University/Institute/Company

4. CONFIDENTIALITY AND CONDITIONS

- a. All information and documents to be exchanged in pursuant to this MoU shall be kept confidential by both the parties, and shall be used subject to such terms as each parties may specify. A Party shall not use information for purpose so that specified without prior written consent of other party.
- b. All Confidential information shall remain exclusive property of disclosing party. The parties shall agree that disclosure of confidential information do shall not grant or imply any license, interest or right to the recipient in respect to any intellectual property right of other party.
- c. Unpublished information, whether oral or written or otherwise, discovered or conceived by faculties and scientists and exchanged under the provisions of this MoU shall not be transmitted to a third party, unless otherwise mutually agreed by the Parties.

5. INTELLECTUAL PROPERTY RIGHTS FOR COLLABORATIVE PROGRAMME

Both FRI and RU are expected to deliver results that could be useful to farmers and researchers. Institutional policies and norms shall strictly be adhered in handling the data and records. The particulars of sharing of IPRs will be decided on a case-by-case basis, as decided in separate MoUs for each collaborative project.


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6. DISCLOSURE OF INFORMATION/MATERIAL

- a. The FRI and RU shall agree that except for a Court Order, requiring disclosure, neither shall disclose any information to third party without written consent of other party
- b. Any information / material made available to parties, in performance of work and generating scientific information, shall be maintained with utmost sincerity otherwise shall be considered as violation of MoU
- c. All data / material generated through this MoU with assistance of RP in collaboration with FRI or *vice versa* from a joint programme shall be subject to explicit written approval signed by RU and FRI before publication / release of the same commercially either by FRI and RU.
- d. The provisions of this MoU shall survive termination or completion of the Memorandum of Understanding.

7. COMMERCIALIZATION OF KNOWLEDGE / MATERIALS OBTAINED THROUGH JOINT RESEARCH PROGRAMME


- a. The research results obtained through joint research activities under this MoU shall be subjected for commercialization and IPR to both the parties, as co-applicants, subject to exclusive / non-exclusive rights in India. Commercialization in any other country shall be done jointly through a separate agreement.
- b. Any publication, document and / or paper, arising out of joint work conducted by parties in pursuant to this MoU, shall jointly be owned / published. Use of name, logo and / or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the parties.
- c. It may however to be ensured that official emblem and logo of either of the parties are not misused.


8. AMENDMENTS

The Parties to this MoU may, be mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

9. VALIDITY /TERMINATION

- a. The MoU shall be effective from the date of its signing by both the parties, and shall be valid for a period of five years from that date of signature
- b. The MoU shall be extendable for a further period of three years, subject to approval of both the parties.
- c. The MoU may come to a termination by either of the party through serving a notice on other with malafide sustainable for termination.
- d. The MoU shall stand terminated at the end of one calendar month from the date of issue of such a notice. However, termination of this MoU shall not affect validity or duration of specific collaborative programme already being undertaken unless decided otherwise by parties with mutual consent.


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10. ARBITRATION

All disputes arising out of this MoU shall be between the Director, Forest Research Institute, Dehradun, Uttarakhand and Vice Chancellor, Rama University, Kanpur, Uttar Pradesh and / or their representatives.

IN WITNESS, WHEREOF, the two parties hereunto have signed this Memorandum of Understanding on the dates indicated below.



Director
Forest Research Institute
Dehradun, Uttarakhand



Vice Chancellor
Rama University
Kanpur, Uttar Pradesh

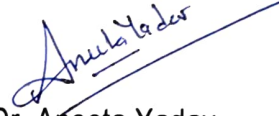
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Witnesses,



Dr. Ajay Thakur
Head, Division of Genetics and Tree
Improvement, Forest Research Institute,
Dehradun, Uttarakhand

Witnesses,



Dr. Aneeta Yadav
Dean (Agriculture)
FAS&AI, RU, Kanpur Nagar,
Uttar Pradesh



Dr. Rama Kant
Scientist D, Division of Genetics and Tree
Improvement, Forest Research Institute,
Dehradun, Uttarakhand



Dr. Ambresh S. Yadav
Assistant Professor
(Agronomy), FAS&AI, RU,
Kanpur Nagar, Uttar Pradesh