# Memorandum of Understanding (MoU) between South Asian Forum for Environment, Kolkata &

ICAR-Central Agroforestry Research Institute, Jhansi

This Memorandum of Understanding (MoU) is entered between "South Asian Forum for Environment, Kolkata" having its Campus at Kolkata, West Bengal, hereinafter called as "SAFE" and ICAR-Central Agroforestry Research Institute, Jhansi (Uttar Pradesh) hereinafter referred to as "CAFRI". Both SAFE and CAFRI are independently referred to as "Party" and collectively as "Parties".

The parties have agreed to engage in a broad spectrum of joint activities in the field of Natural Resource based Sustainable Livelihood Promotion in India. This MoU shall be treated as a platform on which both parties agree to work together in future. The terms and conditions of this collaboration are as follows.

#### 1. BACKGROUND

# South Asian Forum for Environment (SAFE), Kolkata, West Bengal

South Asian Forum for Environment, SAFE is a registered civil society organization (ISO 14001:2015 accredited) working at science-society interface towards sustainable environment development and poverty alleviation in the Indian ecoregion of South Asia since 2004. It started to achieve sustainable environment development goals for poverty alleviation through empowerment, equity and reciprocity in the milieu of climate change in Indian ecoregion. It envisages global reciprocal partnership and participatory policy frame for 'Biorights' of commons to promote wise use of natural resources through community governance and inclusive growth for sustainable development. The SAFE aims to address environmental issues especially with reference to water energy and food security through community-based conservation initiatives for which it conducts action research at science-society interface for SDGs assuring alternative livelihood through risk spreading and coverage. It also aims to inculcate awareness and community preparedness for disaster mitigation and adaptive strategies for resilience to climate change among all stakeholders and as well to impart environmental education enhance capacity building for innovation and green technology cooperation in rural sector and encourage environmental stewardship for health and sanitation for the poor. SAFE is nationally accredited in India by MoEF&CC, Govt. of India. It is also a major stakeholder in the UN Environment Assembly and enjoys consultative status with ECOSOC, UNEP, UNDP, UNFCCC, UNCCCD, CANSA and GEF-CSO council of World Bank and Gender CC. SAFE envisages achieving Sustainable Development Goals through community-based climate adaptive interventions.



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# Central Agroforestry Research Institute, Jhansi, Uttar Pradesh

ICAR-Central Agroforestry Research Institute (ICAR-CAFRI), formerly the National Research Centre on Agroforestry, is a multidisciplinary premier research institute of Indian Council of Agricultural Research (ICAR) located at Gwalior Road, Jhansi, Uttar Pradesh. The Institute was established in 1988 with a mission to improve the quality of life of rural people through integration of perennials on agriculture landscape for economic, environmental, and social benefits. The Institute works with a vision of "Integration of woody perennials in the farming system to improve land productivity through conservation of soils, nutrients and biodiversity to augment natural resource conservation, restoration of ecological balance, alleviation of poverty and to mitigate risks of weather vagaries". The Institute is mandated to develop sustainable agroforestry practices for farms, marginal land, and wastelands in different agroclimatic zones of India; Coordinate network research for identifying agroforestry technologies for inter-region; Training in agroforestry research for ecosystem analysis and Transfer of agroforestry technology in various agroclimatic zones. CAFRI has developed robust agroforestry models and package of practices for different agro-climatic conditions covering small and marginal farmers for suitable production of food, fodder, fuel, fibre, and fertilizers.

#### 2. PURPOSE & SCOPE OF COLLABORATION

The potential areas of collaboration include research, training, capacity building, experience sharing and knowledge management, in the domain of Agroforestry and Natural Resource based Sustainable Livelihood Promotion & Ecosystem Health Management. The specific areas for joint activities will be decided in due course of time.

# 3. OUTLINES OF THE COLLABORATION

This document is not intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions. This will be a sustaining program and will help sourcing funds for collaborate research/academic programs from external agencies. We also plan to work on a joint online degree program in Agroforestry, which could be an avenue for further cooperation between SAFE and CAFRI.

Under the aegis of this agreement, SAFE & CAFRI shall jointly explore the possibilities of working mainly in the central part of India. The major focus of this collaboration shall be on:

- Each institution will encourage the exchange of faculty/scientists and experts for joint teaching, research and extension programs on agroforestry and climate change mitigation and adaptation, and collaborative professional training program on agroforestry and allied aspects including distance education programs in agroforestry;
- Scientists and project staff from each institution will collaborate in developing proposals for external funding as appropriate;
- Both CAFRI and SAFE agree to include scientists and experts for engaging in mass awareness, extension, farmers' welfare and capacity building programs for relevant stakeholders, farmers and mentor students.

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- Any other mutual areas of interest
- Any expenses incurred by each institution under this agreement will be the sole responsibility of the institutions concerned.

# 3.1. Academic and Research Collaboration:

In pursuant of the agreement, academic and research and allied collaborations shall be initiated between both institutions/parties.

The research collaboration shall involve visits of scientists and experts to each other's institution and write/implement collaborative research projects for funding and be a part of inhouse research projects. Research collaboration shall involve being a part of the publication authorship group, keeping intellectual property rights intact. Experts and Scientists of SAFE may also be involved in teaching and extension activities organized by CAFRI.

3.2. Exchange of academic information, data generation and dissemination, and scholarly publications:

In pursuant of the agreement, exchange of academic information, data regeneration and dissemination and scholarly publications shall be the privilege of both parties/institutions involved. The data generation could be from primary or secondary source. The samples to be collected from field areas shall be shared as per convenience and the Government protocols. Secondary data source and sharing shall also need to have clearances of the Government procedures. The publications and authorship shall be discussed among the research groups exclusively and the institute shall not be involved in this matter. Dissemination of information to print/visual media shall be as per the Government protocols.

#### 4. Performance Standards

The Parties shall perform their respective roles and responsibilities under this MoU with the highest standards of professional and ethical competence and integrity.

# 5. Publication & Intellectual Property Rights

- (i) If the research is conducted and completed in India with the help of members from SAFE in the team, the intellectual property will be protected in India with SAFE as a co applicant. CAFRI will have rights to commercialize technology.
- (ii) If the research is conducted and completed in India with the help of CAFRI members in the team, the intellectual property will be protected in India with CAFRI as a coapplicant. SAFE will have rights to commercialize the technology.
- (iii) In case application is to be made for international protection, then both CAFRI and SAFE will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology in their

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respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

- (iv) In case research is carried out solely and separately by the Party or the research results are obtained through the sole and separate effort of the Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.
- (v) In the case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Parties jointly and once granted these rights will jointly owned by the Parties.
- (vi) Any Publication, document and/or paper arising out of joint work conducted by the participants pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the participants in any publication, document and/or paper will require prior permission of both the participants. It may however be ensured that the official emblem and logo is not misused.
- (vii) Both parties agree to ensure appropriate protection of intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations and other international agreements to which both parties are signatories.

# 6. Disclosure of Information

CAFRI and SAFE agree that except for a Court Order requiring disclosure, neither shall disclose to any third party without the written consent of the other, any information made available to the Parties, in the performance of work and/or generated by the performance of work, under this Agreement, except information which at the date hereof was;

- (i) In the public domain
- (ii) Known to either prior to the date hereof as evidenced by written documents subsequently.

The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

### 7. Amendments

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

# 8. Validity of the MOU

This Memorandum of Understanding will become effective on the final date of signing and will have a duration of five years. However, it can be extended by mutual agreement. Any cessation of the MoU by either party shall be notified in writing to the other Party at least six months in advance.

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#### 9. Arbitration

Dispute arising out of this MoU, if any, shall be amicably settled jointly by Central Agroforestry Research Institute, Jhansi, Uttar Pradesh and the Institute for South Asian Forum for Environment, Kolkata, West Bengal.

IN WITNESS WHEREOF, the Parties hereby execute the MoU in two original copies in English language on the 26<sup>th</sup> of November 2022.

(AYYANADAR ARUNACHALAM)

Designation: Director

(AMRITA CHATTERJEE)

Designation: Trustee & Director (HR)

FOR AND ON BEHALF OF THE ICAR-CENTRAL AGROFORESTRY RESEARCH INSTITUTE FOR AND ON BEHALF OF THE SOUTH ASIAN FORUM FOR ENVIRONMENT