Memorandum of Understanding (MoU)

Between

Multiplex Forest Factree, Bangalore & ICAR-Central Agroforestry Research Institute, Jhansi

This Memorandum of Understanding (MoU) is entered between "Multiplex Forest Factree, Bangalore" having its Head office in Bangalore Rural in Karnataka hereinafter called as "Forest Factree" and ICAR-Central Agroforestry Research Institute, Jhansi (Uttar Pradesh) hereinafter referred to as "CAFRI". Both Forest Factree 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 Agroforestry and Nature-based solutions for sustainable Livelihood Promotion in India through digital interventions and allied activities. This MoU shall be treated as platform on which both parties agree to work together in future. The terms and condition of this collaboration are as follows:

BACKGROUND

Multiplex Forest Factree - (Forest Factree)- [UDYAM-KR-02-0030126] is a Agri-tech company working in Agroforestry sector. Located in Sy no, 26/1, 26/2,27, Mallarabanavadi village, Kasaba Hobli, Nelmangala Taluk, Bangalore rural, Karnataka-562123. It is founded in 2022 with vision of improving economical sustainability of farmers by practical application of agroforestry techniques in agricultural sector. It aims production of quality planting material of forestry timber species and agroforestry species, Plantation services, agroforestry models development, Agroforestry trainings, drone application, seeds and timber marketing with efficiency, trust, transparency. Forest Factree associated with one of the top prestigious Agri-tech company MULTIPLEX GROUP OF COMPANIES – Bangalore of Karnataka.

Central Agroforestry Research Institute, Jhansi (Uttar Pradesh)- (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 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 agro-climatic 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 agro-climatic 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, resource development, 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 Forest Factree and CAFRI.

Under the aegis of this agreement, Forest Factree and CAFRI shall jointly explore the possibilities of working mainly in the southern, central part of India with foresight and focus on pan india operations. The major focus of this collaboration shall be on:

- Both Forest Factree and CAFRI will encourage the exchange of human resources for joint research and resource development programs on agroforestry, tree-based solutions and climate change mitigation and adaptation, drone application and collaborative professional training program on agroforestry and allied aspects including software-based applications including mobile apps, e-learning, distance education and extension programs in agroforestry.
- Members from each institution will collaborate in developing proposals for external funding as appropriate.
- Both CAFRI and Forest Factree agrees for mass awareness and capacity building programs to relevant stakeholders, farmers, and mentor students.
- Any other mutual areas of interest
- Both CAFRI and Forest Factree agrees for application of advance technologies like IoT and Unmanned aerial vehicles for forest conservation and protection.
- Any expenses incurred by each institution under this agreement will be the sole responsibility
 of the institutions concerned; Academic/Administrative expenses to be incurred if any by the
 respective parties should be well defined with advance intimation for obtaining approval
 from the concerned authorities of both the parties and posted to the individual account
 without any encumbrances on each other.

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 to each other's institution, and write collaborative research projects for funding and be a part of in-house research projects. Research collaboration shall involve being a part of the publication authorship group, keeping the intellectual property rights intact. Members of Forest Factree may also be involved in teaching and R&D 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 on 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 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 of Forest Factree in the team, the intellectual property will be protected in India with Forest Factree 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 ICAR-CAFRI as a coapplicant. Forest Factree will have rights to commercialize the technology.
- (iii) In case application is to be made for international protection, then both CAFRI and Forest Factree 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 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 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 concerned Party.
- (v) In 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 be 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 on 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 Forest Factree 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 of 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 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.

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 Multiplex Forest Factree, Bangalore, Karnataka.

IN WITNESS WHEREOF, the Parties hereby execute the MoU in two original copies in English language on the 5st February, 2023

(AYYANADAR ARUNACHALAM

Designation: Director

FOR AND ON BEHALF OF THE ICAR-CENTRAL AGROFORESTRY RESEARCH INSTITUTE

(MAHESH GOPALAKRISHNA SHETTY)

Designation: Managing Partner
MANAGING PARTNER

FOR AND ON BEHALF OF THE MULTIPLEX FOREST FACTREE

Witness:

1. Dr. A.K. Handa

Principal Scientist & Incharge, PME, CAFRI

With PSOREST FACTREE

1. Balakrishna 3.M

Partner, Multiplx Forest Factree