

Memorandum of Understanding (MoU)

Between

ICFRE-Tropical Forest Research Institute, Jabalpur, Madhya Pradesh
&
ICAR-Central Agroforestry Research Institute, Jhansi, Uttar Pradesh

This Memorandum of Understanding (MoU) is entered between "ICFRE-Tropical Forest Research Institute, Jabalpur, Madhya Pradesh" having its Campus at Gwalior Road, near Government Ayurvedic College, Jhansi, Uttar Pradesh 284003, hereinafter called as "TFRI" and ICAR-Central Agroforestry Research Institute, Jhansi (Uttar Pradesh) hereinafter referred to as "CAFRI". Both TFRI 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 the Central India. 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.

1. BACKGROUND

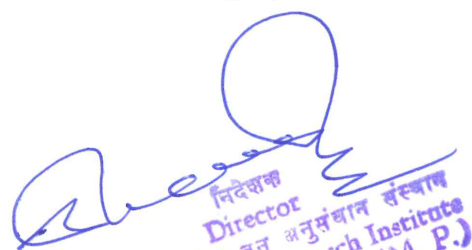
Tropical Forest Research Institute [hereinafter called" TFRI /First party] on the ONE PART and the

Whereas, Tropical Forest Research Institute established in April 1987, is a research institute focusing its research activities in the fields of forestry research and biodiversity conservation in Central Indian states viz., Madhya Pradesh, Chhattisgarh and Maharashtra. It has strength in not only identifying and articulating intellectual challenges straddling a number of disciplines of knowledge but also in mounting research, training and demonstration projects leading to development of specific problem based advanced technologies that help carry benefits to society at large.

Central Agroforestry Research Institute (CAFRI), 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 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


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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.

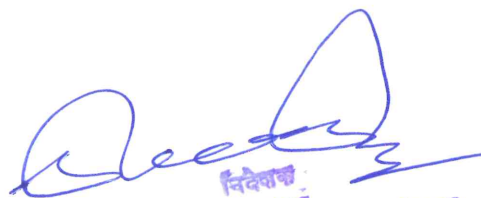
3. OUTLINES OF THE COLLABORATION

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 TFRI and CAFRI.

Under the aegis of this agreement, TFRI & 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 for joint teaching and research 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 from each institution will collaborate in developing proposals for external funding as appropriate;
- Both CAFRI and TFRI agrees to include scientists for mass awareness and capacity building programs and guide students.
- Both CAFRI and TFRI agrees to exchange planting material/germplasm for its testing and evaluation.
- Any expenses incurred by each institution under this agreement will be the sole responsibility of the institutions concerned;


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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. Scientists of TFRI may also be involved in teaching 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 ICFRE-TFRI members in the team, the intellectual property will be protected in India with TFRI as a co applicant. ICAR-CAFRI will have rights to commercialize technology.
- (ii) If the research is conducted and completed in India with the help of ICAR-CAFRI members in the team, the intellectual property will be protected in India with ICAR-CAFRI as a co-applicant. TFRI will have rights to commercialize the technology.
- (iii) In case application is to be made for international protection, then both ICAR-CAFRI and TFRI 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 the research results are obtained through the sole and separate effort of the Party, the Party concerned


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alone will apply for grant of IPR and once granted, the IPR will be solely owned by the 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 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

ICAR-CAFRI and TFRI 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.

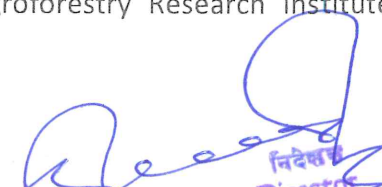
8. Validity of the MOU

This Memorandum of Understanding will become effective on the final date of signing and will have 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.

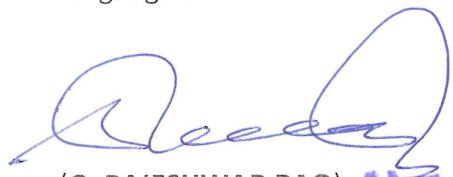
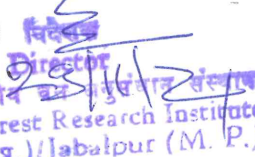
9. Arbitration

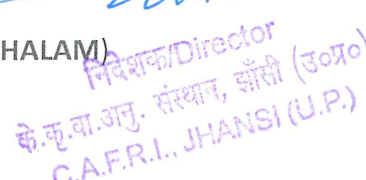
Dispute arising out of this MoU, if any, shall be amicably settled jointly by the Tropical Forest Research Institute, Jhansi, Uttar Pradesh and the Central Agroforestry Research Institute, Jhansi.


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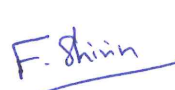
IN WITNESS WHEREOF, the Parties hereby execute the MoU in two original copies in English language on the 29th of November, 2021


(G. RAJESHWAR RAO) 
Designation: Director
Tropical Forest Research Institute
जबलपुर (म.प्र.)/Jabalpur (M. P.)
FOR AND ON BEHALF OF THE
TROPICAL FOREST RESEARCH INSTITUTE


(AYYANADAR ARUNACHALAM)
Designation: Director

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CENTRAL AGROFORESTRY RESEARCH INSTITUTE

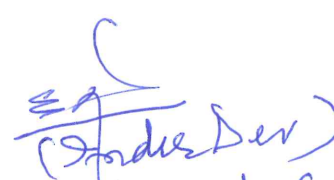
Witnesses:

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1. Smt. NEELU SINGH
Scientist – “G” &
Group Co-ordinator (Research)
TFRI, Jabalpur

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2. Dr. FATIMA SHIRIN
Scientist – “G” &
Genetics and Tree Improvement Division
TFRI, Jabalpur

Witnesses:

- 
1. (A.K. HANDA)
Principal Scientist
ICAR- CAFRI, Jhansi

- 
2. (J. D. Desai)
Principal Scientist
ICAR- CAFRI,

