

Memorandum of Understanding (MoU)
between
GITAM (Deemed to be University), Andhra Pradesh
&
ICAR-Central Agroforestry Research Institute

This Memorandum of Understanding (MoU) is entered between "Gandhi Institute of Technology and management, [GITAM (Deemed to be University)], Andhra Pradesh" having its Campus at City of Destiny, Visakhapatnam, Andhra Pradesh -530045, hereinafter called "GITAM" and ICAR-Central Agroforestry Research Institute, Jhansi (Uttar Pradesh), hereinafter referred to as "CAFRI". Both GITAM 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 ecosystem services based Sustainable Livelihood Promotion, in the East Coast of Andhra Pradesh, India. This MoU shall be treated as a platform on which both Parties agree to work together in future. The terms and condition of this collaboration are as follows.

BACKGROUND

GITAM (Deemed to be University), Andhra Pradesh

Gandhi Institute of Technology and Management (GITAM) came into existence in 1980 and GITAM was declared as a Deemed to be University u/s 3 of the UGC Act, 1956 by MHRD in August 2007. GITAM was accredited with A+ grade by NAAC and #1 category graded autonomy by UGC-MHRD. The University Grants Commission has accorded 12(B) status to the University facilitating research funding

Having completed 41 years of its existence as a premier educational institution in the country constituting all the major disciplines - Technology, Management, International Business, Pharmacy, Science, Architecture, Humanities and Social Sciences, Law, Medicine, Nursing and Gandhian Studies, in addition to the Centre for Distance Learning. The Department of Science and Technology (DST), Government of India has provided financial assistance under FIST programme to several academic departments in engineering and science for strengthening the laboratory infrastructure. These recognitions are symbolic of the GITAM's commitment to maintain high standards in teaching, research, consultancy and extension activities.

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



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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 woody perennials on agricultural landscapes 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 lands and wastelands in different agroclimatic zones of India; coordinate network research for identifying agroforestry technologies for inter-regions; training in agroforestry research for ecosystem analysis and transfer of agroforestry technology. CAFRI has developed robust agroforestry models and package of practices for different agro-climatic conditions covering small and marginal farmers.

1. PURPOSE & SCOPE OF COLLABORATION

The potential areas of collaboration include research, education, training, capacity building, experience sharing and knowledge management, in the domain of Agroforestry and Tree Genomics, Climate Modelling, Carbon Sequestration, Strategies for Agroforestry Extension and Public outreach. The specific areas for joint activities will be decided in due course of time.

2. 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, Climate Modelling, which could be an avenue for further cooperation between GITAM and CAFRI.

Under the aegis of this agreement, GITAM & CAFRI shall jointly explore the possibilities of working mainly in the East Coast Part, Andhra Pradesh India. The major focus of this collaboration shall be on:

- Developing joint curricula for mutually identified programs;
- Guiding students for Post Graduate & Doctoral research with CAFRI as an extended research campus of GITAM;
- Joint research in agroforestry and tree Genomics, climate Modelling, carbon sequestration, strategies for agroforestry extension and public outreach;
- Promoting agroforestry models suitable for the east coastal region of Andhra Pradesh through establishment and demonstration of successful tree-based farming solutions;
- 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 programs on agroforestry and allied aspects including distance education programs in agroforestry;

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- Faculty/Scientists from each institution will collaborate in developing proposals for external funding as appropriate;
- Apprenticeship/On-Job training of students of GITAM (Deemed to be University) of Studies at CAFRI under National Employability Enhancement Mission of AICTE and Board of Practical Training (East Coast Region) under Ministry of Education, Govt. of India.
- Any expenses incurred by each institution under this agreement will be the sole responsibility of the institutions concerned.

2.1 Academic and Research Collaboration:

In pursuant of the agreement, academic and research collaborations shall be initiated between both Parties. Academic collaboration shall involve, faculty members/scientists visiting their counterpart institutions for short-term (1-3 months) teaching assignments, evaluation and curriculum development. The eligible faculty members/scientists may also be a part of the dissertation/thesis supervision along with the host institution faculty members/scientists.


Research collaboration shall involve, visits of faculty members/scientists to each other's institution, and write collaborative research projects for funding and be a part of in-house research funded projects. Research collaboration shall involve being a part of the publication authorship group, keeping the intellectual property rights intact.

2.2 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 institutions involved. The data generation could be from primary or secondary sources. 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. Dissemination of information to print/visual media shall be as per the Government protocols.

3. Publication & Intellectual Property Rights

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


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- 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 alone will apply for grant of IPR and once granted, the IPR will be solely owned by the Party concerned.
- (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.

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. Disclosure of Information

ICAR-CAFRI and GITAM 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.

6. Amendments

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


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7. Validity of the MOU

This Memorandum of Understanding will become effective on the date of signing and will have a duration of five (5) 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.

8. Arbitration

Dispute arising out of this MoU, if any, shall be amicably settled jointly by GITAM (Deemed to be University), Visakhapatnam, Andhra Pradesh and the Central Agroforestry Research Institute, Jhansi.

In case of any dispute between the two, such disputes/differences shall be solved amicably by mutual discussion without any resource to courts. The decision of Vice-chancellor, Gandhi Institute of Technology and Management [(GITAM) Deemed to be University] and Director ICAR-CAFRI, Jhansi shall be final and binding to each other in such situation and no suit/writ will be maintainable in any court or Law, sole arbitrator.


IN WITNESS WHEREOF, the Parties hereby execute the MoU in two original copies in English language on the 03rd January, 2022


(**AYYANADAR ARUNACHALAM**)

Designation: Director

निदेशक/Director
के.क.वा.अनु. संस्थान, झांसी (उ.प्र.)
CAFRI, JHANSI (U.P.)

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


(**D. GUNASEKARAN**)


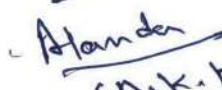
Designation: Registrar

Gandhi Institute of Technology and Management (GITAM)
(Deemed to be University)

FOR AND ON BEHALF OF THE
GITAM (Deemed to be University)

Witnesses:

- 1.
- 2.


S. J. Srinivas
ICAR-CAFRI

A.K. HANDA
ICAR-CAFRI

Witnesses:

- 1.
- 2.


N. Shrin

Kiranmai Reddy