

Memorandum of Understanding (MoU)
between
ITM University
&
ICAR-Central Agroforestry Research Institute

This Memorandum of Understanding (MoU) is entered between "ITM University, Gwalior, Madhya Pradesh" having its Campus at Gwalior, Madhya Pradesh, hereinafter called "ITMU" and ICAR-Central Agroforestry Research Institute, Jhansi, Uttar Pradesh, hereinafter referred to as "CAFRI". Both ITMU 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 part of India through research, education and extension. 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.

BACKGROUND

ITM University, Gwalior, Madhya Pradesh

ITM University-Gwalior, is state university established under the Act of State Legislature, M.P., by Samata Lok Sansthan, a registered charitable Trust. The University is approved by UGC under Section 2 (f) of the UGC Act of 1956. ITMU is providing quality education supplemented with Industrial Internships and Professional Training in the areas of Agricultural Sciences, Business & Management, Engineering & Technology, Computing & Information Technology, Entrepreneurship, Rural Development, Biotechnology, Biosciences & Environmental Sciences, Architecture, Media & Communication, Film & Television Production, Basic Sciences, Medical & Paramedical sciences, Humanities, Juridical Sciences, Life Sciences, Liberal Art & Sciences, Performing Arts, and Nursing, besides undertaking Quality Improvement and Training activities for the State Government officers. The academic and training programs of ITMU entail a global perspective to meet the challenges of the current era and the emerging trends.

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 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 Agriculture, Biotechnology, Environmental Sciences, Forestry, 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.

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 program in relevant areas of mutual interest, which could be an avenue for further cooperation between ITMU and CAFRI.

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

- Developing joint curricula for mutually identified programs;
- Guiding students for Postgraduate & Doctoral research with CAFRI as an extended research campus of ITMU;
- Joint research in basic, strategic and applied research in agroforestry and farming practices including forest farm interface and allied extension activities;
- Promoting agroforestry models suitable for the central region 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, bio-technology and environmental sciences;
- Faculty/Scientists from each institution will collaborate in developing proposals for external funding as appropriate;
- 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 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

- (i) If the research is conducted and completed in India with the help of ITM University members in the team, the intellectual property will be protected in India with ITMU 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. ITMU will have rights to commercialize the technology.
- (iii) In case application is to be made for international protection, then both ICAR-CAFRI and ITMU 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 alone will apply for grant of IPR and once granted, the IPR will be solely owned by the Party concerned.
- (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 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 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.

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. Disclosure of Information

ICAR-CAFRI and ITMU 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 to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or Articles in this MoU.

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

Disputes arising out of this MoU, if any, shall be amicably settled jointly by ITM University, Gwalior and the Central Agroforestry Research Institute, Jhansi.

IN WITNESS WHEREOF, the Parties hereby execute the MoU in two original copies in English language on 03 January, 2023.

(A ARUNACHALAM)

Designation: Director

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

Witnesses:

1. Dr. A.K. Handa, Principal Scientist

2. Dr. Suresh Ramanan, S., Scientist

(S S BHAKAR)

Designation: Vice-Chancellor

FOR AND ON BEHALF OF THE
ITM UNIVERSITY

Witnesses:

1. Dr Yogesh C Goswami, Dean SOS

2. Dr Shyam Akashe, Dean ICP