

Memorandum of Understanding (MoU)

Between

Lakkarwala Private Limited, Yamunanagar & ICAR-Central Agroforestry Research Institute, Jhansi

This Memorandum of Understanding (MoU) is entered between “**Lakkarwala Private Limited**” having its Head office in Yamunanagar, Haryana hereinafter called as “**LAKKARWALA**” and **ICAR-Central Agroforestry Research Institute, Jhansi (Uttar Pradesh)** hereinafter referred to as “**CAFRI**”. Both LAKKARWALA 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 through digital interventions. 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

Lakkarwala Private Limited (LAKKARWALA), is a recognised Agri-tech Startup (DIPP83247) working in the Agroforestry sector. It is located in 2nd Floor, SCO 40, Sector-17, Huda, Yamunanagar Haryana. It is founded in 2021 with a vision of ‘Building foundation for Bioeconomy’. It has developed an AI based platform to provide better value to tree farmers. It aims to bring efficiency, trust, transparency in Timber sector through tech- based solutions. ‘Lakkarwala’ is incubated in PUSA KRISHI (an incubator under ICAR-IARI) and the Land Accelerator, South Asia 2022 (World Resources Institute India).

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 LAKKARWALA and CAFRI.

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

- Both LAKKARWALA and CAFRI will encourage the exchange of human resources for joint research and resource development programs on agroforestry and climate change mitigation and adaptation, and collaborative professional training program on agroforestry and allied aspects including software-based applications including mobile *apps*, e-learning and distance education programs in agroforestry.
- Members from each institution will collaborate in developing proposals for external funding as appropriate.
- Both CAFRI and LAKKARWALA agrees for mass awareness and capacity building programs to relevant stakeholder and mentor students.
- 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 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 LAKKARWALA 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 LAKKARWALA in the team, the intellectual property will be protected in India with LAKKARWALA 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 co-applicant. LAKKARWALA will have rights to commercialize the technology.
- (iii) In case application is to be made for international protection, then both CAFRI and LAKKARWALA 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 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 LAKKARWALA 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 Lakkarwala Private Limited, Yamunagar, Haryana.

IN WITNESS WHEREOF, the Parties hereby execute the MoU in two original copies in English language on the 28th of May 2022


(**AYYANADAR ARUNACHALAM**)

Designation: Director

निदेशक/Director
के.कृ.वा.अनु. संस्थान, झाँसी (उ०प्र०)
CAFRI, JHANSI (U.P.)
FOR AND ON BEHALF OF THE ICAR-CENTRAL
AGROFORESTRY RESEARCH INSTITUTE


(**ROHIT KANSAY**)

Designation: Director

FOR AND ON BEHALF OF THE
LAKKARWALA PRIVATE LIMITED

Witnesses:


1. Dr. A.K. Handa

Principal Scientist, CAFRI

Dr. A.K. HANDA

Principal Scientist, Agroforestry
Central Agroforestry Research Institute
JHANSI


2. Dr. Inder Dev

Principal Scientist, CAFRI

Dr. INDER DEV


Principal Scientist (Agronomy)
ICAR-CAFRI, JHANSI-284003 (U.P.)

Witnesses:


1. **Advisory**

Ramesh Khaddar

2. **HEAD OPERATION**


ANUPAM MOURHA