

Memorandum of Understanding (MoU)
between
Indian Society of Agroforestry
&
ICAR-Central Agroforestry Research Institute, Jhansi

This Memorandum of Understanding (MoU) is entered between “**Indian Society of Agroforestry**” located in Jhansi, Uttar Pradesh hereinafter called as “ISAF” and **ICAR-Central Agroforestry Research Institute, Jhansi (Uttar Pradesh)** hereinafter referred to as “CAFRI”. Both ISAF 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. 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.

1. BACKGROUND

Indian Society of Agroforestry (ISAF), Jhansi, Uttar Pradesh

The Indian Society of Agroforestry (ISAF) is a not-for-profit society that dwells upon generation, dissemination and promotion of agroforestry and allied sectors for the cause of enhancing the socio-economic and environmental benefits to the farmers and stakeholders. The Society was founded during the Golden Jubilee Year celebrations of India's Independence in July, 1998 with objectives viz., (i) to encourage basic, applied and strategic research in the field of agroforestry, (ii) to disseminate knowledge and technology related to agroforestry, (iii) to organize & provide facilities for seminars and conferences for agroforestry, scientists, environmentalists, research and development workers and farmers, and (iv) to encourage close cooperation among organizations having interest in the field of agroforestry.

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 the 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 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, technology development, technical transfer, technology demonstration, 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. ISAF and CAFRI shall work mutually for the promotion of agroforestry directly benefiting the farmers and other stakeholders.

Under the aegis of this agreement, ISAF & CAFRI shall jointly explore the possibilities of working mainly in India and beyond, as appropriate. The major focus of this collaboration shall be on:

- Each institution will encourage the exchange of member faculty/scientists and experts for joint teaching, research and extension 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 and project staff from each institution will collaborate in developing proposals for external funding as appropriate including development of agroforestry models, demonstrations, etc.;
- Both CAFRI and ISAF agree to include scientists and experts for engaging in mass awareness, extension, farmers' welfare and capacity building programs for relevant stakeholders, farmers 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 collaboration shall involve visits of scientists and experts to each other's institution and write/implement 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 intellectual property rights intact. Experts and Scientists of ISAF may also be involved in teaching and extension activities organized by CAFRI including technology development and demonstration.

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 in 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 the 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 from ISAF in the team, the intellectual property will be protected in India with ISAF as a co applicant. CAFRI will however have all the rights to commercialize technology.
- (ii) If the research, models developed for agroforestry is conducted and completed in India with the help of CAFRI members in the team, the intellectual property will be protected in India with CAFRI as a co-applicant. ISAF will have rights to commercialize the technology.
- (iii) In case application is to be made for international protection, then both CAFRI and ISAF 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 concerned Party.

- (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.

6. Disclosure of Information

CAFRI and ISAF 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 to 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 Central Agroforestry Research Institute, Jhansi, Uttar Pradesh and the Institute for Indian Society of Agroforestry, Jhansi, Uttar Pradesh.

IN WITNESS WHEREOF, the Parties hereby execute the MoU in two original copies in English language on the 18th of June 2021.


(**AYYANADAR ARUNACHALAM**)
Designation: Director, CAFRI

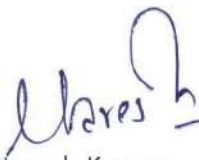

(**INDER DEV**)
Designation: Secretary, ISAF


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

FOR AND ON BEHALF OF THE
INDIAN SOCIETY OF AGROFORESTRY

Witnesses:

1. 
Dr. A.K. Handa

a) 
Dr. Naresh Kumar

2. 
Dr. Ajay Pandey

b) 
Dr. Asha Ram