

Memorandum of Understanding (MoU)
between
Walnut And Other Nut Fruit Growers Association of India (WANGAI)
&
ICAR-Central Agroforestry Research Institute, Jhansi

This Memorandum of Understanding (MoU) is entered between "Walnut And Other Nut Fruit Growers Association of India" recognized by National Horticulture Board (NHB), Government of India having its office at Noida, Uttar Pradesh, hereinafter called as "WANGAI" and ICAR-Central Agroforestry Research Institute, Jhansi (Uttar Pradesh) hereinafter referred to as "CAFRI". Both WANGAI 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 walnut and other nut promotion for income generation, nutrition, livelihood and ecology. 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

Walnut And Other Nut Fruit Growers Association of India (WALNUT), New Delhi

Walnut & Other Nut Fruit Growers Association of India (WANGAI), which is a major growers association registered (Registration No S-1248/2013) with the consent of Ministry of Agriculture and Farmers Welfare and recognized by National Horticulture Board (NHB), Government of India It is also registered with Agriculture and Processed Food Products Export Development Authority (APEDA). WANGAI is represented by the growers of walnut & other nuts in the country. The major emphasis of WANGAI is to bring awareness to the farmers about the benefits of walnut and other nut farming for income generation, nutrition and the support to the ecology. WANGAI do dissemination of latest technologies of nut crop production and link the grower members with markets for national and international trade promotion. Presently we are working in mainly in states i.e. Jammu and Kashmir, Uttarakhand, Himachal Pradesh, Arunachal Pradesh, Sikkim and Meghalaya in India.

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, training, capacity building, experience sharing and knowledge management, in the domain of walnut and other nuts for income generation, nutrition and ecology. 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/development 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 WANGAI and CAFRI.

Under the aegis of this agreement, WANGAI & CAFRI shall jointly explore the possibilities of working with a collaborative focus on:

- The institutions will encourage the exchange of experts for joint research and development programs on walnut and other nuts, nursery promotion and training of stake holders for livelihood, ecology and trade promotion.
- Scientists and project staff from each institution will collaborate in developing proposals for external funding as appropriate.
- Both CAFRI along with its AICRP-Agroforestry Centres and WANGAI 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. Research and development Collaboration:

In pursuant of the agreement, research and development and allied collaborations shall be initiated between both institutions/parties.

The development and research 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.

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 WANGAI in the team, the intellectual property will be protected in India with WANGAI 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 CAFRI as a co-applicant. WANGAI will have rights to commercialize the technology.
- (iii) In case application is to be made for international protection, then both CAFRI and WANGAI 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 WANGAI 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 date of signing and will have a duration of five years. It can then 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 Walnut And Other Nut Fruit Growers Association of India (WANGAI), New Delhi.

IN WITNESS WHEREOF, the Parties hereby execute the MoU in two original copies in English language on the 17th of May 2024.



(**AYYANADAR ARUNACHALAM**)

Designation: Director

निदेशक/Director

के.कृ.वा.अनु. संस्थान, झाँसी (उ.प्र.)

FOR AND ON BEHALF OF THE ICAR
Central Agroforestry Research Institute



(**GUNJAN JAIN**)

Designation: Chairman

FOR AND ON BEHALF OF THE
Walnut And Other Nut Fruit Growers
Association of India (WANGAI)