

असम ASSAM

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MEMORANDUM OF UNDERSTANDING BETWEEN

ICAR- NATIONAL BUREAU OF SOIL SURVEY AND LAND USE PLANNING, REGIONAL CENTRE, JORHAT

AND

RAIN FOREST RESEARCH INSTITUTE, JORHAT

FOR RESEARCH, EDUCATION AND EXTENSION PARTNERSHIP AND COLLABORATION

This Memorandum of Understanding (MOU) is made executed at ... Joshat ... on this date ... Twent sever May of the year 2016

BETWEEN

ICAR- National Bureau of Soil Survey and Land Use Planning, Regional Centre, having its office at Jamuguri Road, Borbheta, Jorhat- 785004 (hereinafter called #ICAR-NBSS&LUP) which expression shall, where the context so admits include its successors and permits assigns, on the one part.

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AND

Rain Forest Research Institute of the Indian Council of Forestry Research and Education having its Office at Jorhat-785001 (hereinafter called RFRI) which expression shall, where the context so admits, include its successors and permits assigns, on the other part.

1. PREAMBLE

- 1.1 WHEREAS, The National Bureau of Soil Survey and Land Use Planning (NBSS&LUP), is one among the Natural Resource Management (NRM) institutes of ICAR and its Regional Centre at Jorhat is mandated to undertake Soil Survey and mapping of soils of the North-Eastern Region of India at state, district, block, watershed, village and regional level to promote scientific land use programmes, conduct and promote research in the areas of Pedology, Soil Survey, Land Evaluation and Land Use Planning with advanced remote sensing and GIS techniques and provide consultancy in the fields of Bureau's specialization and expertise,
- 1.2 AND WHEREAS, RFRI is engaged in forestry research, education and extension specifically with the mandate to attend to the needs of the North Eastern States of India in Sustainable development through conservation and use of their forestry resources,
- 1.3 AND WHEREAS, ICAR-NBSS&LUP and RFRI have recognized that appropriate land use in the North Eastern States of India is essential for conservation and use of natural resources of the region and collaboration between ICAR-NBSS&LUP and RFRI would be mutually beneficial besides contributing to the use of land resources in these states in a sustainable manner,

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1.4 NOW THEREFORE, for furtherance of the objectives of both the organizations, and considering the long term benefits of sharing the knowledge, resources and capacity by undertaking collaborative activities of research and extension, it is hereby agreed between ICAR-NBSS&LUP and RFRI as under:

2. AGREEMENT

- 2.1 ICAR-NBSS&LUP and RFRI shall collaborate in research and extension involving appropriate land use including agriculture, forestry and agro forestry and any other area of mutual interest related to soil survey and land use planning and related fields of study.
- 2.2 ICAR-NBSS&LUP and RFRI agree to share their resources of books, journals, reports, maps, digital resources in their GIS lab and any other educational resource, in areas of mutual interest, subject to the relevant rules of copyright.
- 2.3 ICAR-NBSS&LUP and RFRI agree to include co-investigators in their respective research projects from the partner organization, and also agree to formulate collaborative projects jointly for funding from other national and international agencies, in the areas of mutual interest.
- 2.4 ICAR-NBSS&LUP and RFRI agree to get their personnel trained in the subjects of mutual interest in their organizations, and also encourage their scientists/faculty/students of either institute to attend lectures, workshops and conferences conducted in their respective areas of interest.

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- 2.5 ICAR-NBSS&LUP and RFRI agree to jointly conduct capacity building programmes and trainings related to soil survey and appropriate land use for the people of North Eastern states.
- 2.6. ICAR-NBSS&LUP and RFRI agree that all the compilations arising out of the collaborative projects, will be the joint property of both the parties,
- 2.7. ICAR-NBSS&LUP and RFRI agree to acknowledge each others' contribution in their publications, arising out of the collaborative projects,
- 2.8. ICAR-NBSS&LUP and RFRI agree that none of the parties shall file any application for seeking intellectual property right in its own name or in the name of its associate or any other person on any matter relating to the information gathered/disclosed to it by the other party,
- 2.9. ICAR-NBSS&LUP and RFRI agree that IPR and publication policy will be followed by both the parties.
- 2.10 ICAR-NBSS&LUP and RFRI agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how, and intervention, including any patents, designs, copyrights, trademarks in India and anywhere else in the world, that are owned by or vest in any party before execution of this agreement shall remain the property of such party, and intellectual property generated through the joint research from the date of agreement shall be owned by or vest equally to both parties.

3. EFFECTIVE DATE, DURATION, MODIFICATION OF MOU

3.1 This MoU shall be effective from the date of signing and shall remain in force for a period of 60 months from the said date. The duration may be extended with the consent of both the parties under mutually agreed terms and conditions.

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- 3.2 Unless otherwise extended by both the parties, the MoU shall be deemed to be terminated on expiry of the period mentioned above.
- 3.3 Any change/modification in the MoU if introduced/suggested by the Director General, ICFRE or the Director, National Bureau of Soil Survey and Land Use Planning, Nagpur, at a later date has to be incorporated with the mutual consent of both the parties.

4. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as, but not limited to acts of God, War, Floods, Earthquake, Strikes, Lockouts, Epidemics, Riots, Civil Commotions, etc.

5. AMENDMENTS TO THE MOU

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/change shall be effective from the date on which they are made/executed unless otherwise agreed to.

6. ASSIGNMENT OF THE MOU

The rights or/and liabilities arising to any part to this MoU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be agreed upon between the involved parties.

7. CONFLICT RESOLUTION

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation.

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IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this agreement on the day, month and year first above written in the presence of:

FOR and on behalf of ICAR-	FOR and on behalf of RFRI,
NBSS&LUP, Regional Centre,	Jorhat
Jorhat	
Signature: SeRay. Name: S-K-RAY	Signature: hungung Name: R.S.C. JAYARAJ
Designation: Pr. Scientist Ellead	Designation: PIRECTOR
Seal: Dr. S. K. Ray Principal Scientist & Head ICAR NBSS & LUP Regional Centre, Jorhat - 4	Seal: Director Rain Forest Research Institute Jorhat (Assam)

WITNESSES

(Name and Address)

1. PRASENJIT RAY ICAR-NBSSRLUP, JORHAT

2. Dr. SILADITYA BANDYOPADHYAY ICAR-NBSS & LUP, RC., JORHAT.

Date: 27.15/16...

(Name and Address)

3. N. Rani CDS. N. RANS Head, Boh, RFRI.

4.

Seal of the parties: