



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB

AS 698541



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
FOREST RESEARCH INSTITUTE, DEHRADUN  
AND  
CENTRAL UNIVERSITY OF PUNJAB**

1. **The Central University of Punjab**, herein after referred to as "CUP" has been established through the Central Universities Act 2009 which received the assent of the President of India on 20<sup>th</sup> March 2009. Its territorial jurisdiction extends to the whole State of Punjab. This fast growing newly set up Central University at Bathinda in an important link in the chain of Central Universities created in the educationally backward areas throughout the country. This university is destined to emerge as a premier educational institution with the state of the art infrastructure to provide quality education and research in science and technology as well as humanities and social sciences.
2. **ADD general information about FRI**

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ਮੇਰੇ ਪਿਤਾ ਜੀ ਦੇ ਨਾਮ 'ਤੇ

100/100

9-2-2020  
ਗੁਰਪ੍ਰੀਤ ਸਿੰਘ  
ਮੁੱਖ ਮੰਤਰੀ

*Handwritten signature*

## **ARTICLE –I: GENERAL**

This MEMORANDUM OF UNDERSTANDING (MoU) is entered into on this day of  
\_\_February, 10, 2022\_\_\_\_.

### **BETWEEN**

**The Central University of Punjab** being represented by its Registrar, having its office at Bathinda, Punjab in India hereinafter referred to as the PARTY OF THE FIRST PART.

### **AND**

Forest Research Institute under Indian Council of Forestry Research and Education (ICFRE) (An autonomous body of the Ministry of Environment, Forests and Climate Change (MoEF&CC) with its headquarters at Dehradun- 248 006, Uttarakhand being represented by its ..... hereinafter referred to as the PARTY OF THE SECOND PART.

WHEREAS the FRI, is an internationally recognized research institute to carry out research, education, training and extension on forest and forestry and other allied sciences in India; furthering the advancement of learning and research, particularly in forestry and allied sciences; and undertaking extension of such sciences to the stake holders.

AND WHEREAS the CUP, aims at imparting education in life science, and other allied sciences; furthering the advancement of learning and research, and undertaking the extension of such sciences to the rural people,

### **AND**

Now, the FRI and CUP inspired by their common objectives to promote and accelerate the progress of research and training in various disciplines of forestry research, and therefore, have decided to enter into this MoU and agreed as herein contained.

## **ARTICLE –II: OBJECTIVES**

The Parties hereby agree to promote cooperation in the field:

- (i) Exchange of scientists and technologists;



- (ii) Exchange of PLANTING materials of mutual interests;
- (iii) Exchange of scientific literature, information and methodologies;
- (iv) Exchange of scientific equipment as available and required in programme of common interest as may be mutually agreed upon.
- (v) Development and implementation of collaborative research projects, areas and methodology to be as mutually agreed upon and subject to IPR clause.
- (vi) Provide land for the establishment of experimental plots, germplasm bank, field trials, etc., if any by the CUP.

Such cooperation shall nonetheless be implemented by FRI, Dehradun and CUP, following means:

- (i) Establishment of mutual relations between scientific, technical and administrative personnel of two organizations
- (ii) Creation of facilities for exchange of scientific, technologists and experts and their proper placement;

### **ARTICLE –III: WORK PLANS**

This MoU will be implemented through development of biennial Work Plans to be developed jointly, which describe specifically the activities to be carried out under this Cooperative Programme and which set forth the intended contributions of each party. These Work Plans may originate from either party but will require the full approval of both the Parties for implementation.

### **ARTICLE –IV: PUBLICATION & INTELLECTUAL PROPERTY RIGHTS**

#### **General clauses:**

- (i) Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to this MoU, consistent with their respective laws, rules and regulations and international agreements to which both parties are committed.



- (ii) In case research is carried out solely and separately by one Party or the research results are obtained through the sole and separate effort of one Party, the Party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the concerned Party.
- (iii) In case of research results obtained through joint activities, grant of intellectual property rights will be sought by both Parties jointly and once granted these rights will be jointly owned by the Parties.
- (iv) The Parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third party without the consent of the other Party.

**Commercialization:**

In case of research results obtained through joint activities under this MoU both the FRI and the CUP will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the parties to commercialize the technology.

**Publication(s):**

Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper will require prior permission of both the parties. It may, however, be ensured that the official emblem and logo is not misused.

**Confidential Information:**

- (i) All information and documents to be exchanged pursuant to this MoU will be kept confidential by the Parties and will be used subject to such terms as each party may specify. A Party will not use the information for purposes other than that specified without the prior written consent of the other Party.
- (ii) All confidential information shall remain the exclusive property of the disclosing party. The parties agree that the disclosure of the confidential information do not



grant or imply any license, interest or right to the recipient in respect to any intellectual property right of the other party.

- (iii) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties.

#### **ARTICLE--V: DISCLOSURE OF INFORMATION**

a. The FRI and CUP 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.

b. All data generated through this MoU with assistance by CUP from FRI's work programme shall be subject to explicit written approval signed by FRI and CUP.

c. All data generated through this MoU with assistance by FRI from CUP's work programme shall be subject to explicit written approval signed by FRI before publication of same by the CUP.

The provisions in this Article shall survive termination or completion of the MoU.

#### **ARTICLE—VI: AMENDMENTS**

The parties to this MoU may, by mutual consent, add, modify, amend or delete any words, phrases, sentences or articles in this MoU.

#### **ARTICLE –VII: INSTITUTIONAL LINKS**



Both parties will establish inter-institutional links between their respective similar scientific research institutes and centers.

### **ARTICLE –VIII: JOINT WORKING GROUP**

A joint working group will be set up with representatives from both parties to meet once in two years alternately in Dehradun and Bhatinda to follow up the execution of this MoU and suggest necessary measures for its development.

### **ARTICLE –IX: FINANCIAL ARRANGEMENTS**

In the case of exchange of scientists for study visits on the basis of reciprocity, the sending party shall meet the to and fro national travel costs of board, lodging and other expenses with approval from competent authority.

In case of establishing trials in the land available by the CUP, germplasm with special reference to the research projects of the institute will be supplied by the FRI, as deemed fit, and all other costs including establishment, maintenance, data collection and such other costs to be borne by the FRI implementation team up to the project period, and *vice versa*. This need approval from CA

### **ARTICLE –X: VALIDITY / TERMINATION**

The MoU shall be effective from the date of its signing by both the parties. It shall be valid for a period of five years (Feb, 2022-December, 2026). Thereafter, it shall be automatically renewed for a period of five years unless either party serves notice on the other of its intention to terminate it, in which event, the MoU shall stand terminated at the end of one calendar month from the date of issue of such a notice. But the termination of this MoU shall not affect the validity or duration of specific collaborative programmes already being undertaken there under, unless decided otherwise by the parties by mutual consent. Any disputes arising out of the interpretation or implementation of the MOU shall be settled amicably by negotiation



and consultation between parties.

IN WITNESS, WHEREOF, the two Parties herein to have signed this MoU on the dates indicated below.

*K Singh*  
18/2/2022  
Registrar/ Deem'd Research Institute  
Central University of Punjab, Bhatinda-151001  
Central University of Punjab, Bhatinda-151001  
Bhatinda-141 004

*Felix Bast*  
10/2/2022  
Witness for CUP  
Dr. Felix Bast  
Prof. & Head  
Dept. of Botany  
CUP Bhatinda 141 004.



Dr. Felix Bast  
Associate Prof. and Head  
Dept. of Botany  
9872152694

*Raj*  
Director FRI cum Vice Chancellor,  
FRI Deemed University  
Forest Research Institute  
Dehradun 248 006, Uttarakhand

*Ajay Thakur*  
Witness for FRI, Dehradun  
Dr. Ajay Thakur  
Head  
Division of Genetics and Tree Improvement  
Forest Research Institute  
Dehradun 248 195, Uttarakhand.  
आनुवंशिकी एवं वृक्ष सुधार प्रभाग  
Genetics & Tree Improvement Division  
वन अनुसंधान संस्थान, देहरादून  
Forest Research Institute, Dehradun