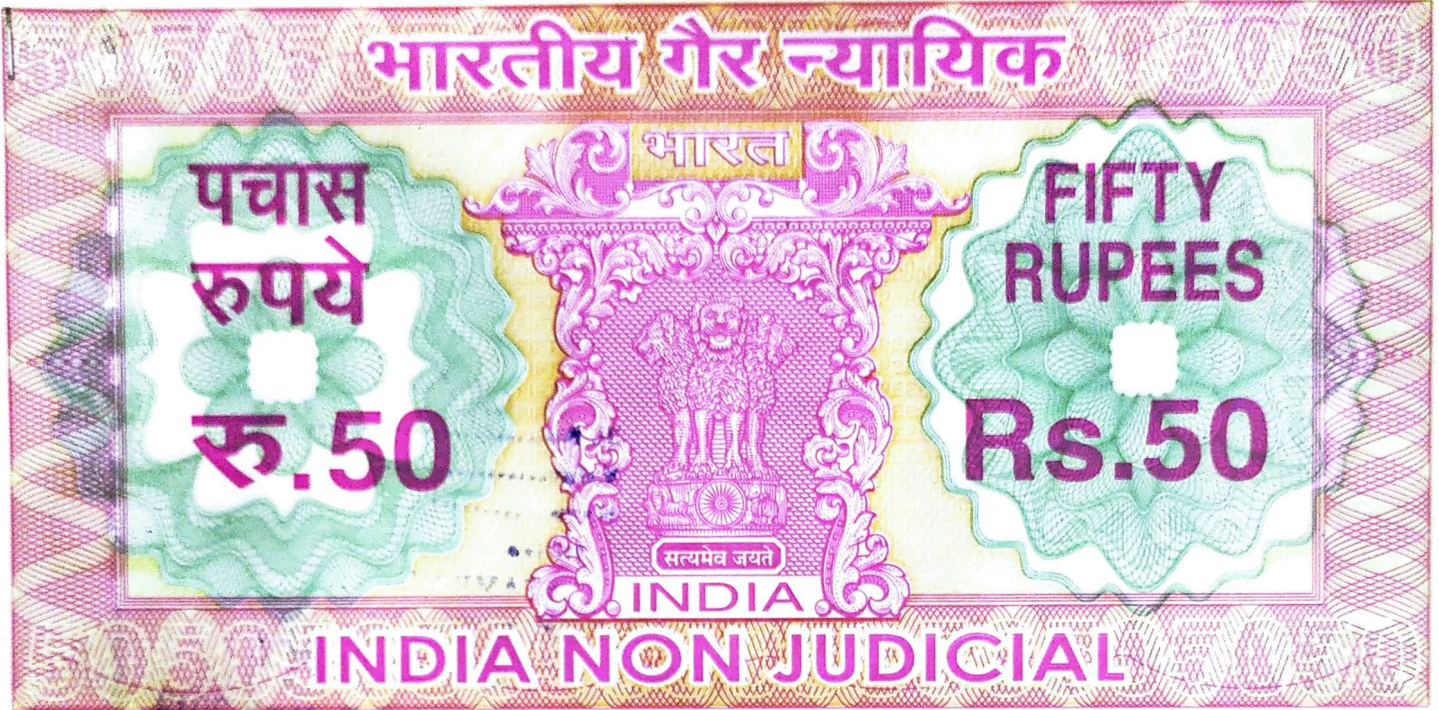


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असम ASSAM

C 720967

Memorandum of Understanding

FOR

Collaboration to promote Eastern Himalayan Botanic Ark (EHBA) and carry out botanical studies and conservation related research in the Eastern Himalaya Region

BETWEEN

Tezpur University

AND

Balipara Tract and Frontier Foundation hereafter referred to as "Balipara Foundation", and Located at Navin Enclave, A1, 1st Floor, mother Teresa Road, Zoo-Narengi, Guwahati-781024, Assam, India

INTRODUCTION

Since 2007, the Balipara Foundation has been the leading advocate of the protection and restoration of the Eastern Himalayan Region through the concept of Naturenomics™. The organization catalyze social mobility programmes supporting sustainable economic and ecological development through extensive learning initiatives through the unlocking of Nature Capital in food, water, energy, and biodiversity focussed on ensuring that our Conservation Programs & Projects aspire towards delivering our core values of Naturenomics™.

[Handwritten signature]
Registrar
Tezpur University



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The Balipara Foundation envisages a future where conservation is a part of the human fabric and technological innovation reinforce the principles of Naturenomics™ in human development. The biodiversity-rich Eastern Himalayan Region will serve as a backdrop for pioneering innovation in conservation efforts which will inspire conservationists globally. Structured as a 'Conservation Incubator' we channel our expertise in Project Resourcing, Research, Advocacy, Technology and Education to create sustainable, long-term solutions which encourage collaboration.

INSTITUTIONAL PROFILES

Tezpur University

Tezpur University came into existence on 21st January 1994 by an Act of Parliament of India, The Tezpur University Act, 1993 (Act No. 45). The objects of this Central University as envisaged in the statutes are that it shall strive to offer employment oriented and interdisciplinary courses to meet the regional and national aspirations and the development of the state of Assam and also offer courses and promote research in areas which are of special and direct relevance to the region and in the emerging areas in Science and Technology.

The academic programmes offered in the University have a distinct focus on Science, Technology, and Humanities and Social Sciences, reflecting the objective of the University. The University has already developed a number of state-of-the-art laboratories, computing facilities, internet connectivity, a dedicated power supply system and a relatively small but rich library having connectivity to several digital libraries.



The Tezpur University has been recognised nationally and internationally with the following awards in the year 2016:

- Visitor's (Indian President) "Best University Award 2016"
- 5th position in NIRF MHRD Rankings 2016 and 30th in 2017 (Overall 48)
- Accredited "A" with CGPA 3.25 by the National Assessment and Accreditation Council (NAAC) in 2016
- Ranked 100th in Times Higher Education (THE) Asia University Rankings 2018.
- 'Times Higher Education World University Rankings' 2018- TU ranked 601-800
- The QS (Quacquarelli Symonds) BRICS University Rankings 2018-TU ranked 171-180.
- Times Higher Education BRICS and Emerging Economies Rankings 2017: TU ranked 140.
- Times Higher Education World Young University Rankings-2017-34th in the list of top 50 universities under "Generation Y"
- Raj Bhasha Shield: First Prize for best implementation of official language Hindi in 'Region C' for the year 2016 by the Ministry of HR, Govt. of India.
- 40th rank in UniRank University Rankings, Sydney for the year 2018

Tezpur University situated in Tezpur-784028, Sonitpur District, Assam, of the other part.

Balipara Foundation

Balipara Tract & Frontier Foundation, registered by Act of XXI OF 1860 No. Rs/KAM/240/A-8/ of 2007 with its office at Navin Enclave, A1, 1st Floor, Mother Teresa Road, Zoo-Narengi, Guwahati-781024, Assam, India Measuring impact is an important aspect of the work we do. Apart from providing focus to our project plans, constantly assessing the impact of our work also allows us to set milestones along the way and ensure that we remain responsive to changes in the social, technological, economic, environmental and political changes.

The Eastern Himalayan Naturenomics™ School is 'dedicated to inspiring the Eastern Himalayan community and promote the culture of interdependence'. Through the principles of Naturenomics™ we engage people of all ages and cultures and 'sensitise them to nature through practical activities'.

We draw inspiration from the on the people and environment around us, as we endeavour toward sustainable development. Our Philosophy is:

- Exploring nature through engaging activities
- Nurturing Nature to nurture our own futures.
- Reach out and connect to the earth and all that springs from it and learn the value of interdependence

B

Tezpur University
Sonitpur District
Assam



- Effective nature related education programmes are designed to blend into our everyday lives

Balipara Tract and Frontier Foundation is an organization that has objects generally relating to the conservation of biodiversity across Eastern Himalayan region and takes part in scientific research and conservation of endemic plants of eastern Himalayan region and created the Botanic Ark named Eastern Himalayan Botanic Ark (EHBA).

PREAMBLE

Whereas Balipara Foundation and Tezpur University have common visions of a sustainable future and complementary mission

Whereas both Balipara Foundation and Tezpur University wish to initiate effective cooperative relationships that will have positive impacts on biodiversity related research, and recognize the value of strengthened institutional and program collaboration in this regard

And

Whereas both Balipara Foundation and Tezpur University have the capacity to enter into an understanding and that their concerned Officers have the authority to approve, sign and supervise implementation of agreements for their respective institutions;


Now Therefore, Balipara Foundation and Tezpur University inspired by their common objectives to strengthen a cooperative relationship to achieve common strategic objectives of promoting biodiversity related research through testing and execution of plant related research, set forth in this Memorandum of Understanding.

PROVISIONS

Balipara Foundation and Tezpur University jointly referred to hereinafter as 'The Parties'. This Memorandum of Understanding sets out **seven (7) articles** as follows:

ARTICLE I - OBJECTIVES

The parties want to uphold and further develop Balipara's Eastern Himalayan Botanic Ark. The Parties want to promote research in the field of botanical studies, in Eastern Himalayas. Therefore, Balipara Foundation and Tezpur University will develop and carry out botanical research activities in the Eastern Himalayas. Building on these research activities, the Parties will develop joint project proposals.


Registrar
Tezpur University



ARTICLE II - COOPERATION ON THE FOLLOWING ACTIVITIES:

The Parties agree on the following points:

- 1) Training and exchange visit of relevant staff between Balipara Foundation and Tezpur University on:
 - Reciprocal development for planning of the Botanic Garden with plans
 - Botany related research development for Eastern Himalayas
- 2) Scientific exchange on biodiversity related research
- 3) Joint publications on botany in Eastern Himalayas
- 4) Collaborative research on applied botany
- 5) Review of Naturenomics™ education program and Staff exchange for education program
- 6) Exchange of biological specimens collected during research activities

ARTICLE III – EFFECTIVE DATE, AMENDMENTS AND TERMINATION

This Memorandum of Understanding will come into effect on the date of signature and shall remain in force until 31 December 2019, unless otherwise agreed by the Parties upon the Parties written consent.

This Memorandum of Understanding supersedes all prior understandings regarding collaboration between the Parties.

The terms of this Memorandum of Understanding can be amended, with the approval of both Parties, by means of exchange of letters through the authorized officials at each institution. Either Party may initiate the exchange of letters.

This Memorandum of Understanding may be terminated by either Party by giving written notice of intent to terminate the understanding. Such termination shall not affect the execution and conclusion of specific activities in effect under the terms of this Memorandum of Understanding nor publication and dissemination of results of research in progress. Such notice will be given three months in advance of the desired termination date.

Notices to the respective Parties shall be addressed to:

Balipara Tract & frontier Foundation Navin Enclave, A1, 1 st Floor, Mother Teresa Road, Zoo-Narengi, Guwahati-781024, Assam, India Tel: +91 9954638413 Email: gita.dutta@baliparafoundation.com	Registrar Tezpur University Napaam-784 028, Sonitpur, Assam, India Phone: + 91 03712 27 3101 (O) + 91 03712 267004 Fax: +91 03712 267005 (O) Email: registrartu@tezu.ernet.in
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ARTICLE IV -- INTELLECTUAL PROPERTY

NON-PROPRIETARY INFORMATION/OWNERSHIP OF INTELLECTUAL PROPERTY/USE OF LOGOS

All intellectual property created under this Memorandum of Understanding is considered jointly owned by the Parties to this Memorandum of Understanding. Each Party will execute its ownership rights in accordance with its policy on intellectual property.

Under the framework of this Memorandum of Understanding, '**Intellectual Property Rights or IPR**' means all intellectual property rights, including: (a) information, literary text, plant breeder's right, patents, copyright, registered designs, artwork, trade marks and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in (a).

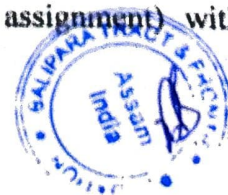
The Parties agree that any information developed under this Memorandum of Understanding will be made publicly available.

Any creative work developed by the parties under the framework of this Memorandum of Understanding, including but not limited to all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the '**Joint Work**'), shall remain the joint intellectual property of the Parties provided however that the Parties agree and acknowledge that the Joint Work shall be used exclusively for non-commercial purposes.

Parties to this Memorandum of Understanding actively encourage the wide dissemination of creative works, eg publications. Permission to make digital or hard copies of the joint creative work for personal use, education, research, training or other non-commercial use is hereby granted without fee and without formal request. Where any material is reproduced for training or other outreach activity the user is requested to supply a copy (electronic or other format) along with the details of use, and the proper citation. Proper citation is requested and modification is purely on a prior consent basis.

If a Joint Work is produced and published, all joint authors are joint owners of the entire work (as opposed to each author only owning their own contribution.) As a co-owner of the entire work, any joint author can:

- Modify, reproduce, and distribute copies of the entire work without consent of the other owners.
- Grant a nonexclusive license to others to use the work without obtaining the consent of the other co-authors
- Transfer her or his interest to a third party (by written assignment) with the permission of the other owners.



The ownership of intellectual property that exists prior to the commencement of this Memorandum of Understanding ('**Pre-existing Intellectual Property**') shall not be altered or transferred merely by virtue of its use for the projects contemplated hereunder.

The names and logos of the Parties are registered marks and may not be used without permission.

Data use and access

Raw data generated through activities covered by this Memorandum of Understanding and the protocols that describe it are intellectual property and hence the previous paragraphs are relevant.

In addition:

- a. All such raw data and protocols will be accessible by both Parties;
 - b. Parties will agree the specific objectives in collecting any data, and the timeframe for meeting those objectives;
 - c. During that time, named scientists or students from either party may have exclusive use of the data in order to meet the agreed objectives;
 - d. After the agreed time limit, either party may use the data to meet those objectives;
- and

Authorship

The authorship of all reports, articles, books or other outputs resulting from activities under this Memorandum of Understanding will be determined by usual scientific norms.

Specifically:

1. All scientists involved in conceiving, planning, implementing or analysing any activities will be invited to be authors of outputs resulting from the activity.
2. Scientists become authors if they then make a substantial intellectual contribution to drafting, reviewing and revising the output and they approve the final version.

Members of either Party cannot claim authorship on the basis solely of their position in the organisation, or on other roles in activities which do not meet conditions 1 and 2.

ARTICLE V - SETTLEMENT OF DISPUTES

Any disputes about the interpretation or application of this Memorandum of Understanding will be resolved by consultations between the Parties through arbitration and will not be referred to any national or international tribunal or third party for settlement.

In all respects relating to performance under this Memorandum of Understanding, the Parties agree to be governed by the provisions of this Memorandum of Understanding.



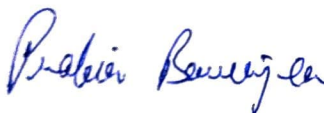
ARTICLE VI - SURVIVABILITY

The provisions Articles IV and V of the Memorandum of Understanding shall survive its termination in any manner.

ARTICLE VII NON-BINDING/RELATIONSHIP OF THE PARTIES


Nothing in this Memorandum of Understanding shall be construed to create a relationship between the Parties, nor to render any party liable for the debts or obligations incurred by any other. No Participant is authorized to make representations on behalf of the others, or to bind the others in any manner whatsoever except as otherwise provided herein.

IN WITNESS THEREOF, in the interest of implementing this Memorandum of Understanding for mutual benefit to the Parties, two (2) original copies of this Memorandum of Understanding are signed by the respective officers on the day, month and year indicated against each signatory.

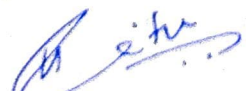
Signature 
Executive - Naturenomics™
Balipara Tract and Frontier Foundation

Date: 19/06/18

Witness

(1) Signature: 
Name: Dr. Gitamani Dutta
Designation: Programme Officer

Date: 19/06/18


(2) Signature: 
Name: Mr. Nitu Kumar Kalita
Designation: Finance & Admin

Date: 19/06/18


Signature 
Registrar
Tezpur University

Date:

Witness

(1) Signature: 
Name: Dr. Ashalata Devi
Designation: Associate Professor & HoD
Dept. of Environmental Science
Tezpur University

Date:

(2) Signature: 
Name: Dr. Upakul Sarmah
Designation: Assistant Registrar (GA)
Tezpur University

Date:

