

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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MEMORANDUM OF UNDERSTANDING

(For Scientific and educational co-operation)

BETWEEN

Maa Shakumbhari University, Punwarka, Saharanpur established under the Uttar Pradesh State Universities Act, 2019, strives to be a leading center for higher education, promoting knowledge and development in Saharanpur and surrounding areas. Inaugurated on December 2, 2021, the 50-acre campus in Punwarka serves Saharanpur, Muzaffarnagar, and Shamli districts, benefiting over 1.5 lakh students from numerous affiliated colleges. The University focuses on providing quality education, enhancing employment opportunities, especially for the women, and fostering a dynamic academic atmosphere in the region. With a vision aligned with the New Education Policy, it aims to empower students and contribute to regional academic growth through excellence in education THE ONE PART.

AND

The President of India, in exercise of the power vested upon him under article 299 of the constitution of India, duly represented on his behalf through The Director, Botanical Survey of India (BSI) Kolkata having its head office at CGO Complex, 3rd MSO Building, DF Block, Sector 1, Salt Lake City, Kolkata 700064, hereinafter identified and referred as "BSI" (Which expression, unless repugnant and/or inconsistent to the context thereof shall mean and include his successor in office and assigns) for THE OTHER PART.

WHEREAS

Maa Shakumbhari University, Saharanpur and Botanical Survey of India (BSI), Ministry of Environment, Forest and Climate Change, Government of India have agreed that for encouragement and development of cooperation and exchange in areas of mutual academic interest, it is desirable to enhance research and educational processes at both the university/institution and to strengthen mutual understanding between their respective scientist / faculty members, research scholars and students and also to seek mutual support in planning and executing programs promoting excellence in respective areas of research and education, the BSI and MS University, Saharanpur do hereby enter into this Memorandum of Understanding for academic, educational, research cooperation and have set forth the following Articles on Mutual Agreement.

ARTICLE-1: RATIONAL

AND WHEREAS

BSI is the apex research organization under the Ministry of Environment, Forests and Climate Change, Government of India for carrying out taxonomic/floristic studies on wild plant resources of the country through survey documentation and conservation. It was established on 13 Feb 1890 with the basic objective to explore the plant resources of the country and to identify the plant species with economic virtues. The goals of BSI are (i) To undertake intensive floristic surveys of different geographical regions of the country and to collect accurate and detailed information on the occurrence, distribution, ecology and economic utility of plants in the country, (ii) to collect, identify and distribute materials which may be of use to educational and

research institutions. And (in) to act as custodian of authentic collections in well planned herbaria and to document the plant resources in the form of local, district, state and national flora. (iv) Inventorying of endemic, rare and threatened plant species. (v) Evolving conservative strategies, floristic studies on fragile ecosystems and protected areas like wildlife Sanctuaries, National Parks and Biosphere Reserves. (vi) Conservation, multiplication and maintenance of germplasm of endemic and threatened species, wild ornamental and other plant genetic resources, in botanic gardens and orchidaria and (vii) Ethno-botanical and geo-botanical studies and development of national database on herbaria specimens and live plant collections, Plant genetic resources, plant distribution and nomenclature.

ARTICLE-2: PREAMBLE

AND WHEREAS

Botanical Survey of India Kolkata a premier plant research organization under Ministry of Environment, Forest and Climate Change, Govt. of India, New Delhi and MS University. Saharanpur, Uttar Pradesh have realized the need for a close linkage between the National Scientific institution and the Universities in terms of research and academic activities, encouragement and development of cooperation and exchange in areas of mutual academic interest, it is desirable to enhance the scientific and educational processes at both the Botanical Survey of India (BSI) and Maa Shakumbhari University, Saharanpur, and to strengthen mutual understanding between their respective scientist, research scholars and students and also to seek mutual support in planning and executing programs promoting excellence in respective areas of research and education. In compliance to this idea, both the institute have decided to sign this Memorandum of Understanding (MoU) as per the following terms and conditions.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

ARTICLE-3: GENERAL

• Scientists of Botanical Survey of India including all its Regional Centers, units and Headquarters all over the country may participate in the teaching program in the Area of Plant Biosystematics, Botany, Ethnobotany, Plant Chemistry, Microbiology, Pharmacognosy,

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- Forestry, and Environment Sciences, etc., of MS University, Saharanpur on request and subject to mutual conveniences of both the parties.
- The MS University, Saharanpur and Botanical Survey of India agree on their academic and educational needs, like exchange of Scholars and Scientific staff, exchange of Students, exchange of academic information and materials subjected to the provisions under Biodiversity Act (2002) and or any other legal bindings by the Govt. of India.
- BSI Scientists along with faculty members of School of Botany, MS University, Saharanpur
 will work towards joint research projects thereby mutually using leading research facilities
 developed / to be developed at BSI, and MS University, Saharanpur.
- The bonafide students and research scholars of both the organization will have access to research facilities at MS University, Saharanpur and Botanical Survey of India.
- MS University, Saharanpur will recognize BSI as its Sister Research Institute as per the New Ph.D. regulations and accept BSI scientists as Supervisor/co-supervisor (as applicable) for Ph.D. degree program of MS University, Saharanpur. One faculty member of the concerned Department shall be Co-supervisor/Supervisor with the students of BSI registered with MS University, Saharanpur and vice versa.
- Board of studies, MS University, Saharanpur will give consent for Supervisor/co-supervisor to BSI scientist at MS University for the students as applicable.
- The slots allotted to each of the Scientists of Botanical Survey of India will be regulated as Scientists F & G (equivalent to Professor), Scientists D & E (equivalent to Associate Professor) and Scientists B & C, (equivalent to Assistant Professor),
- The faculty and students of the above mentioned departments of MS University, Saharanpur shall be allowed to avail the library of the Director/Library-in-charge, BSI. The Scientists and Ph.D. scholars of BSI, shall vice versa be given the library facilities at MS University, Saharanpur with prior permission of the competent authority concerned.
- The implementation of each exchange programme or joint project on this agreement shall be negotiated on a case to case basis and agreed upon in writing by both institutions.

ARTICLE-4: AREA AND SCOPE OF CO-OPERATION (ACADEMIC AND DEVELOPMENT PROGRAMMES)

- For the mutual benefit of the two institutions i.e. BSI and MS University, Saharanpur, there will be an exchange of Scientists of BSI and faculty members of the above mentioned Departments of MS University, Saharanpur on mutual convenient as and when required for research or academic work. BSI and MS University, Saharanpur scientists/faculty members will help each other in preparing the research programs.
- While registering the students / research fellows of BSI for the Ph.D. Degree MS University,
 Saharanpur, the ordinance relevant, related to Ph.D. degree of MS University, Saharanpur
 will be applicable. The students/researchers of BSI shall be required to qualify the entrance
 examination for registration of Ph.D. as per the norms relevant of MS University,
 Saharanpur.
- BSI and MS University, Saharanpur will work closely to generate appropriately trained manpower in the related areas through mutual organization of formal academic curricula, symposia, short term training courses etc.
- Researchers of BSI (All Regional Centers as well as Headquarters) need not have to undergo the regular attendance carried out in the MS University, Saharanpur from here cowards. Their attendance will be recorded in concerned regional centers of BSI as is the current practice and the researchers have to produce one certificate to this effect to the University authorities issued from the respective regional offices of BSI. However, the researchers have to clear the Ph.D. entrances and subsequent examinations conducted by the University in this regard. MS University, Saharanpur will recognize the attendance recorded in concerned regional centers/laboratories as the six month compulsory course as per the UGC norms. BSI, as a national level institution for plant exploration and conservation provides necessary relevant training facilities of methodology on field of studies and plant specimen collection, scrutiny of literature on plant taxonomy, computation of field and herbarium data, etc. at par with the course work of Plant survey, identification & conservation" (One semester training course) required as per UGC norms ordinances of MS University, Saharanpur. Hence, University students joining at BSI will undertake the program to complete this course at BSI. A course completion certificate towards the fulfillment of the pre-Ph.D. degree program will be issued by the MS University, Saharanpur.

- Honorarium TA. DA. etc. if applicable can be provide to the faculty members Scientists/technical staff of MS University, Saharanpur and BSI as per rules.
- This MoU does not imply any financial obligations or legal binding on either of the parties.

ARTICLE 5: DISPUTE RESOLUTION, JURISDICTION AND CHOICE OF LAW

- In the event of any dispute's that may arise in connection with this MoU, the same shall de mutually settled by the Vice Chancellor, MS University, Saharanpur and Director, BSI, Kolkata and if could not be settled by that, both the Vice Chancellor, (MS University, Saharanpur and Director, Botanical Survey of India, Kolkata) shall appoint an arbitrator on mutual consent and the dispute to be solved by arbitration and such process of arbitration shall be guided by the provision of the Arbitration and Conciliation Act 1996.
- BSI would have a liberty to refer on certain policy related issues for the advice of the Ministry of Environment and Forest and Climate Change, Government of India, New Delhi and similarly the MS University, Saharanpur would seek the advice of its competent authority or the State Government, if required to bring a consensus of both the parties.
- All disputes relating to this MoU and its terms and conditions or claims arising there from will be subject exclusively to this jurisdiction of court/forums/tribunals at West Bengal only.

ARTICLE-6: VALIDITY OF MOU

- This MoU shall be valid for a period of 10 years (120 months) from the date of signing and
 execution of this Memorandum of Agreement. The duration may be extended with the
 consent of both the parties under mutually agreed terms and conditions.
- It is further agreed that the Vice Chancellor, MS University, Saharanpur and Director, Botanical Survey of India, Kolkata through periodic meetings will monitor the progress of this MoU. Any change modification termination as introduced/suggested by the Review Committee (comprising of Vice Chancellor, MS University, Saharanpur and Director, Botanical Survey of India, Kolkata or their respective representatives, will be binding on both the organizations, but cannot be terminated unilaterally by either of the organization.

SEAL OF PARTIES

IN WITNESS WHEREOF the parties hereto have signed sealed and delivered this Memorandum of Understanding (MoU) on the day 29. Month . Novembernd year 2025 as mentioned hereinbefore, in the presence of:

For and On behalf of the President of India For and on behalf of MS University, Saharanpur

Signature...

कुलपति

Prof. Vimala Yerramilliकुम्भरी विश्वविदालय Vice Chancellor

Maa Shakumbhari University, Punwarka Saharanpur- 247120, UP (India)

Signature..

Witness-1

Signature..

Academic Co-ordinator Maa Shakumbhari University Punwarka, Saharanpur

Signature.

DIRECTOR Dr. Kanad Dastanical Survey of India
Directo Ministry of Environment, Forest & Climate Change
Govt. of India
Govt. of India

Botanical Sarvey of India (BSI),

HQ, Kolkata-64 Kolkata (India)

Scientist-Fix In charge Tech Sect. Botanical Survey of India of (BSI) of in

HQ, Kolkatar 64 Kolkatacolladia) 064

Signature...

Dr. S. K. Singh

Scientist-Found HODOffice

Northern Regional Center p.C.)

Botanical Survey of India Dehradun