

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL


AS 548900

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING made on 3rd June, 2024 between BOTANICAL SURVEY OF INDIA ("BSI"), CGO Complex, 3<sup>rd</sup> MSO Building, Block F (5<sup>th</sup> and 6<sup>th</sup> floor), DF Block, Sector -I, Salt Lake City, Kolkata -700 064, India (represented by DR ASHIHO A. MAO, Director), hereinafter called the FIRST PARTY, AND ROYAL BOTANIC GARDEN EDINBURGH ("RBGE"), 20a, Inverleith Row, Edinburgh, EH3, 5LR, UK, (represented by DR MARK F. WATSON, Head of Major Floras), hereinafter called the SECOND PARTY. (BSI and RBGE hereinafter jointly referred to as PARTIES).

SL. No. 761<sup>A</sup> Date 17.5.24  
Name .....  
P.S. Gaighata, Dt.- North 24 Parganas  
Amount Rs .....

Dr. A.A. Mao  
Director, BSI  
CRO complex,  
Kolkata.

  
Signature of the Stamp Vender  
A.D.S.R. OFFICE Chandpara  
North 24 Parganas.

Vender - NISHIT RANJAN HALDER  
Treasury-Bongaon,  
T.V. No. With date of  
Purchase .....  
Total Amount of Stamp

37 0000  
04 APR 2024

**WHEREAS** the First Party is an internationally leading botanical research organization and the apex taxonomic research organization of India, under the Ministry of Environment, Forest and Climate Change, Government of India, with herbaria and botanical gardens in different geographical regions of India. The primary objectives of BSI are:

- a. To undertake research and floristic surveys to document the plant resources of the whole of India;
- b. To collect, identify and distribute materials which may be useful to BSI and other research and educational institutions;
- c. To act as the custodian of living and preserved botanical collections of the country, in well-planned herbaria and botanical gardens;
- d. *Ex situ* conservation of threatened taxa in its botanical gardens in different biogeographical regions of the country; and
- e. Publication of floras and other resources promoting the understanding of the biodiversity of India at National, State and District levels, and for protected and otherwise botanically important areas.

**AND WHEREAS** the Second Party is a non-profit, non-departmental public body sponsored by the Scottish Government with a mission to *Explore, Conserve and Explain the World of Plants for a Better Future*. RBGE is an internationally renowned centre of expertise in plant biodiversity science, education, conservation and horticulture, with a herbarium of three million specimens and four botanical gardens in Scotland, and works with international partners to:

- a. Collect and curate plant material, including seeds, living collections, herbarium specimens and tissue samples for DNA extracts;
- b. Carry out scientific and horticultural research projects to better evaluate and conserve plant biodiversity;
- c. Exchange plant material with other research institutes for further scientific study worldwide;
- d. Increase national, institutional and human capacity and capabilities for research, conservation and the sustainable use of plant resources; and
- e. Promote the public understanding of the importance of biodiversity through education and outreach.



**AND WHEREAS** the Parties share a commitment to collaborating for the purposes of scientific research, horticulture, education, public engagement, conservation, and strategic development of facilities and collections, and have worked together over many years on mutually beneficial projects focused on the study and conservation of the flora of India, exchanging plant material on loans, etc., wish to formally to recognise this long-standing relationship and to promote its continuance for many years in future.

**AND WHEREAS** the Parties are committed to implementing, in letter and spirit, the 1973 Convention on International Trade in Endangered Species of Wild Fauna and Flora ("CITES"), the 1992 Convention on Biological Diversity ("CBD"), and other relevant international, national, and regional laws and regulations concerning biodiversity, including laws relating to access to plant genetic resources, associated benefit sharing and traditional knowledge.

**THIS MEMORANDUM OF UNDERSTANDING THEREFORE ESTABLISHES** that the Parties express their intentions **and agree** as follows:

## **1. Purpose**

1.1. The purpose of this Memorandum of Understanding (hereinafter "MOU") is to identify opportunities to strengthen the respective capabilities of the Parties and to advance common objectives in the areas of mutual interest as set out herein.

1.2. The intent is to develop and strengthen the relationship over time and to cooperate in an open and transparent manner on projects that meet the objectives of both Parties.

## **2. General**

2.1 This MOU outlines areas where the Parties concur that they will work together to reinforce mutual efforts and to achieve common goals.

2.2. From time to time, other areas of collaboration may become known that have the potential to contribute to the shared objectives of the Parties. The Parties will consider opportunities to broaden their shared activities in ways that support and enhance mutual objectives.

2.3. The Parties herein acknowledge and agree that each enters into the binding provisions of this MOU in exchange for the investment of their time and the time of their respective Parties, and each Party agrees that such investment of time is sufficient and valuable.

### **3. Areas of Mutual Interest for Cooperation**

3.1. The respective mandates of the Parties will serve as the foundation for establishing collaborative approaches between the Parties and for supporting the achievement of their goals.

3.2. The Parties' combined world class expertise has the potential to pursue and attract funding, outreach, research and educational opportunities.

3.3. The Parties wish to work together to collect, study and conserve plant material including, but not limited to, seeds, herbarium specimens and tissue samples for scientific research, horticulture, education and conservation, and to create and exchange associated data and images. All cooperation and access to plant material and information will be implemented in accordance with CITES, the CBD and relevant national and regional laws and regulations, including laws relating to access to plant genetic resources, associated benefit sharing and traditional knowledge of the Parties.

3.4. The areas of collaboration may include, but will not be limited to:

- a. Conducting joint fieldwork expeditions, to be carried out in accordance with all applicable access laws and regulations and in accordance with all applicable permits, prior informed consent and/or licences, and in an ecologically sustainable manner;

- b. The one-way transfer of duplicate plant material ("Material"), associated data ("Transferred Data") and images ("Transferred Images") by BSI to RBGE and vice versa, to be used as set out this MOU;
- c. Capacity and capability building in the areas of systematic botany, horticulture and conservation, to ensure greater long-term conservation of plant resources in India;
- d. Attendance by staff members of BSI at relevant training and knowledge-sharing events at RBGE, and vice versa;
- e. Support by both Parties for relevant training initiatives at BSI and RBGE;
- f. Collaboration on *ex situ* and *in situ* conservation in India, including species and habitat conservation assessments;
- g. Exchange of relevant institutional literature;
- h. Generation and dissemination of appropriate scientific, horticultural and educational information to encourage and facilitate conservation, including joint publications in peer-reviewed journals; and
- i. Preparation and submission of applications to national and international bodies for funding to enable further collaboration between the Parties.

#### **4. Use of the Material by Parties**

4.1. The Material, the Transferred Data and the Transferred Images shall be accessioned into the RBGE collections, and vice versa.

4.2. BSI confirms that RBGE, and vice versa, shall be permitted to use the Material, the Transferred Data and the Transferred Images for scientific and horticultural research by RBGE staff, RBGE students and authorised visitors to RBGE, and for the purposes of education and long-term conservation. The Material and Transferred Data may be digitally imaged and, together with the Transferred Data and Transferred Images, maybe published in available botanical databases available on the Internet and/or used by RBGE for publicity.

4.3. Scientific and horticultural research carried out on the Material may include, but will not be limited to:

- a. Herbarium studies, such as comparative observation, characterisation and analysis to better understand their identification and classification, including sampling for pollen, DNA and anatomical preparations;
- b. Genetic studies, such as DNA extraction and banking, PCR amplification, DNA sequencing from tissue samples, for use in identification, to infer phylogenetic relationships, and to study and help conserve genetic diversity.

4.4. RBGE shall not, without written prior consent of BSI, and vice versa, sell, distribute, transfer or use the Material, Transferred Data or Transferred Images for profit or any other commercial application.

4.5. RBGE may with the approval of BSI, and vice versa, loan or supply the Material or any derivatives from the Material, the transferred Data and transferred Images to such other institutions for the purposes of scientific or horticultural research or education, provided that such loan or supply is on terms which prohibit commercialisation.

## **5. Notification of Transfer: Collection, Transfer, Study and Conserve the Material**

5.1. BSI shall work with the appropriate Indian authorities and relevant stakeholders, and RBGE shall work with the appropriate UK authorities, to facilitate the acquisition of the necessary authorisations to enable the lawful collection and transfer of the Material from BSI to RBGE and vice versa.

5.2. Each Party shall, on request, provide the other with reasonable assistance in obtaining the necessary authorisations to enable the lawful attendance of appropriate staff at relevant training, knowledge sharing and project activities in India and the United Kingdom.

5.3. All Material transferred by BSI to RBGE, and vice versa, shall be listed in a "Notification of Transfer", a proforma copy of which is attached as Annex 1. All

transferred Material listed in a Notification of Transfer shall be transferred in accordance to the terms of this MOU.

5.4. The signatures of the authorised representatives on the Notification of Transfer confirm that the Material has been collected and is being transferred in accordance with the terms of this MOU and applicable national legislation.

## **6. Benefit Sharing**

6.1. The Parties shall work together to share fairly and equitably the benefits that may arise from the collection, study and conservation of the Material, Transferred Data and Transferred Images. Benefits to be so shared may include, for instance:

- a. Informing each other of the results of relevant studies;
- b. Sharing specimen data and images, where appropriate;
- c. Sending specimens on loan for taxonomic studies between both institutes;
- d. Providing each other with copies of relevant publications;
- e. Informing each other of relevant opportunities for formal and informal training, research and other projects;
- f. Acknowledging the origin of the Material in publications arising out of this collaboration; and
- g. Joint authorship in papers being published.

6.2. The Parties also agree to consider whether it is appropriate to effect the sharing of any benefits arising from the collection, study and conservation of the Material, Transferred Data and Transferred Images with other relevant stakeholders.

6.3. Should the activities under the MOU give rise to Intellectual Property ("IP"), the Parties shall enter into separate agreement that will specifically provide for ownership, management and commercialization of such rights to such IP in line with rules and regulations of each Party and other multilateral agreement to which the countries of both Parties are party to.



6.4. Unless otherwise agreed in writing, in relation to specific projects all IP belonging to a Party providing it to the other before, on or after the date of this MOU shall remain the property of the Party providing it. Any IP rights created in the course of activities anticipated by this MOU with the consent and approval of the other Party shall vest in the Party which created them (or whose employee created them).

## **7. Working Group**

7.1. In order to monitor and coordinate this MOU, there will be ongoing liaison between the Director of BSI and the Regius Keeper of RBGE, or their nominated representatives.

7.2. The Parties may establish a Working Group consisting of equal number of qualified persons from each organization or their nominees from each Party that shall meet quarterly, or at other mutually agreed times, to facilitate the implementation of this MOU and any related agreements, and to explore any additional areas of mutual interest of cooperation that may arise.

7.3. The Working Group established by the Parties will review this MOU each year to monitor and ensure that their respective and combined needs and longer-term goals are being met. Representatives from the respective Parties will meet annually to review the operation of the MOU and for planning purposes. The time, place and modality of the meeting, whether in person or by teleconference, will be jointly determined by the Parties.

7.4. One or more representative(s) from each Party will be assigned annually as the respective point(s) of contact under this MOU and this will be reciprocally communicated in writing to the other Party once assigned.

## **8. Acknowledgement of Cooperation**

8.1. The Parties understand and concur that they will acknowledge each other through appropriate recognition of their cooperation under this MOU. Each Party

understands and concurs that the recognition will have to be proportional to the relative contribution of each Party. Each Party agrees that it will not use the IP of the other without prior written agreement.

8.2. Any detailed written arrangements of cooperative activities will include the particulars of appropriate recognition in accordance with the Parties' respective policies and guidelines and agreed upon by the Parties.

8.3. Any communications, products or marketing materials developed for this purpose must comply with policies and guidelines on the use of their official trademarks and symbols.

8.4. Each Party understands and concurs that any recognition in respect of cooperation or activities under this MOU will not constitute or imply endorsement of each other's products or services.

## **9. Independent Activities**

This MOU does not limit the Parties' autonomy within their respective operations, including the liberty of entering into other cooperative arrangements with other third-parties but shall not disclose the policies and guidelines mentioned in this MOU.

## **10. Financial Considerations**

10.1. Each Party understands and concurs that there is no overarching financial obligation to either Party as a result of entering into this MOU.

10.2. Each Party will be responsible for the funding costs it incurs in its own interest, related to the support of this MOU and the activities mentioned therein.

## **11. Employees**

11.1. Each Party understands and concurs that either of them may, from time to time, with mutual notice and consent, have employees of the other Party visit or

work upon its premises, subject to internal security policies and procedures of each Party.

11.2. In such cases, each Party understands and concurs that such employees will remain employees of their usual employer who will remain responsible for those employees, for paying their salary, wages and other benefits, as well as for making such deductions and remittances from salary, wages and any other kind of pay as required by their national law, rules and regulations.

11.3. It is understood that each Party will be responsible for the health and safety of its employees.

11.4. Each Party agrees to ensure that their respective representatives (employees, students, and/or volunteers) agree to keep confidential the confidential information of the other Party for the Term of this MOU. Both Parties acknowledge and agree to protect any personal information necessarily and properly disclosed by one to the other in accordance with applicable national laws.

## **12. Indemnity**

12.1 Both Parties acknowledge and agree that the Indemnities shall be released from any liability with respect to any injury, loss or damage whatsoever which may be suffered resulting from or arising out of its performance of the MOU, save and except only those matters directly resulting out of the negligent or intentional act or omission of the indemnities.

## **13. Consultation**

13.1 Any disagreement or dispute regarding the application or interpretation of this MOU will be resolved by consultation between the Parties and will not be referred to a third party for settlement.

## **14. Legal Disclaimer**

14.1. This MOU does not create any legally binding obligation to enter into specific projects between the Parties, but represents their desire to cooperate, collaborate and to exchange information and knowledge for the common good and sets out the basic terms on which the Parties agree to engage in this preliminary exploratory exercise.

14.2. The Parties acknowledge that this MOU does not constitute an association for the purpose of establishing a legal partnership or joint venture and does not create an agency relationship between the Parties that it, in no way, implies any agreement or undertaking to conclude any subsequent agreement.

14.3. This MOU will be botanical institute specific. If required in scientific management, it shall be with a written approval of the competent authority.

14.4. Notwithstanding anything contained in this MOU, no person or entity shall acquire any interests or right merely by following or relying the provisions mentioned therein without a separate specific mutual agreement between the parties.

## **15. Governance**

15.1 This MOU shall be governed and regulated by the provisions mentioned therein and any subsequent agreement executed to carry out the objectives as agreed between the parties to this MOU.

## **16. Terms**

16.1. This MOU will come into effect on the date of the signing of this MOU and will remain in effect for a **term of five (5) years** from this date and may be renewed for a further term or terms by mutual agreement in writing. At least three (3) months prior to the end of the Term of this MOU, the Parties will conduct a joint evaluation to inform future direction of the collaboration and may mutually agree for an extension of this MOU for a period of time as defined by the Parties.

16.2. This MOU may be amended in at any time with the mutual consent of the Parties in writing with the proper approval of the Government of the Republic of India.

16.3. Either Party may withdraw from the MOU at any time, upon giving a written notice not less than 90 days to the other in advance.

16.4. Any transfer of genetic materials from India will be governed by the extant rules of the National Biodiversity Authority (NBA), Government of the Republic of India.

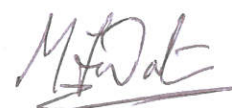


IN WITNESS WHEREOF the undersigned, being duly authorized by their respective governments, have signed this MOU at RBS, Edinburgh on 3rd day of June 2024 in two originals in the English language.

For  
**The Botanical Survey of India  
of the Republic of India**

For  
**Royal Botanic Garden Edinburgh  
United Kingdom**

Signature: 

Signature: 

**Dr. A. A. Mao**  
Director  
Botanical Survey of India  
Kolkata

**Dr. Mark F. Watson**  
Head of Major Floras  
Royal Botanic Garden Edinburgh  
United Kingdom


**SIGNED, SEALED AND DELIVERED**


by the PARTIES at RBS, Edinburgh in the presence of:

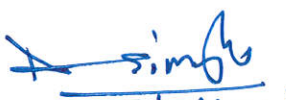
Witnesses:-


Witness ((FIRST PARTY):

Witness ((SECOND PARTY):

1.   
31/5/2024  
Dr. Sandeep Chaudhary

1.   
RAOUL CURKIS MACHIN  
3rd June 2024

2.   
03/06/24  
Dr. Devendra Singh

2.   
3/6/24  
PETER HOLLINGSWORTH

## ANNEX 1. NOTIFICATION OF TRANSFER

### PROFORMA

#### NOTIFICATION OF TRANSFER, BSI TO RBGE

The following plant material is transferred to the Royal Botanic Garden Edinburgh, 20a Inverleith Row, Edinburgh, EH3 5LR, UK (RBGE) in accordance with the terms and conditions of the Memorandum of Understanding (MOU) between the Botanical Survey of India, Kolkata, West Bengal, Republic of India (BSI) and RBGE, dated [-----].

By signing this Notification of Transfer, BSI hereby confirms that the plant material and associated data has been collected and is being transferred into the collections at RBGE in accordance with all applicable national laws and regulations, permits, consents and/or licences.

Date Collected	Collection Number	Family	Genus or species	Number of herbarium duplicates

**SIGNED:**

**DATE:**

For and on behalf of the Botanical Survey of India, Kolkata, West Bengal, Republic of India

Name: Dr Ashiho A. Mao

Position: Director

**SIGNED:**

**DATE:**

For and on behalf of the Royal Botanic Garden Edinburgh, 20a Inverleith Row, Edinburgh, UK

Name: Professor Simon Milne

Position: Regius Keeper

## PROFORMA

### NOTIFICATION OF TRANSFER, RBGE TO BSI

The following plant material is transferred to the Botanical Survey of India, Kolkata, West Bengal, Republic of India (BSI) in accordance with the terms and conditions of the Memorandum of Understanding (MOU) between BSI and Royal Botanic Garden Edinburgh, 20a Inverleith Row, Edinburgh, UK (RBGE), dated [--- -----].

By signing this Notification of Transfer, RBGE hereby confirms that the plant material and associated data has been collected and is being transferred into the collections at RBGE in accordance with all applicable national laws and regulations, permits, consents and/or licences.

Date Collected	Collection Number	Family	Genus or species	Number of herbarium duplicates

**SIGNED:**

**DATE:**

For and on behalf of the Botanical Survey of India, Kolkata, West Bengal, Republic of India

Name: Dr Ashiho A. Mao  
Position: Director

**SIGNED:**

**DATE:**

For and on behalf of the Royal Botanic Garden Edinburgh, 20a Inverleith Row, Edinburgh, UK

Name: Professor Simon Milne  
Position: Regius Keeper