

Memorandum of Understanding
Between
Botanical Survey of India (BSI), Kolkata



And

University of Delhi (DU), Delhi



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This Memorandum of Understanding is entered into at Delhi on this 23rd day of April in the year 2023.

Between

Botanical Survey of India having its registered office at the CGO Complex, 3rd MSO Building, Block - F (5th and 6th Floor), DF Block, Sector- I, Salt Lake City, Kolkata - 700 064 (hereinafter referred to as "BSI", which expression, unless repugnant to the context thereof, shall mean and include its successors and assignees) through The Director, Botanical Survey of India, Kolkata.

And

University of Delhi, Delhi, India represented by The Registrar, University of Delhi having its office at Delhi (hereinafter referred to as DU). The beneficiary of this MoU shall be the Department of Botany (hereinafter referred to as DoB which expression shall, wherever the context so permits mean and include successors and assigns.)

DU and BSI are collectively referred to as "Parties" and individually as "Party".

Whereas

BSI is the apex research organization under the Ministry of Environment, Forest 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 13th February, 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 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 (iii) 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 conservation strategies, studies on fragile ecosystems and protected areas like Sanctuaries, National Parks and Biosphere Reserves, (vi) conservation, multiplication and maintenance of germplasm of endemic and threatened species, wild ornamentals and other plant genetic resources, in botanic gardens and orchidaria and (vii) ethno-botanical and geo-botanical studies and development of national database on herbarium specimens and live plant collections, plant genetic resources, plant distribution and nomenclature,

BSI, apart from its headquarters and 5 units, has following regional centres:

1. Andaman and Nicobar Regional Centre, Port Blair
2. Arid Zone Regional Center, Jodhpur
3. Arunachal Pradesh Regional Centre, Itanagar
4. Central Regional Centre, Allahabad
5. Deccan Regional Centre, Hyderabad
6. Eastern Regional Centre, Shillong
7. Northern Regional Centre Dehradun
8. Sikkim Himalya Regional Center, Gangtok
9. Southern Regional Centre, Coimbatore
10. Western Regional Centre, Pune
11. High altitude Western Himalayan Regional Centre, Solan

The goals of BSI have also direct relevance to the following goals of the Ministry, vis a vis .
“Conservation of the country's natural resources including its lakes and rivers, its biodiversity, forests and wildlife and the prevention and abatement of pollution”

Whereas

The University of Delhi is an Institution of Eminence and is accredited ‘A+’ Grade by NAAC. It was established in 1922 as a unitary, teaching, and residential University by the Act of the then Central Legislative Assembly, with a strong commitment to excellence in teaching, research and social outreach which has made the University a role-model and trend setter for other universities.

DoB is an integral part of the University of Delhi and engaged in teaching and research in various facets of plant sciences. DoB imparts highest grade of knowledge on plant sciences to the students through Master's program and Ph.D. program being run at the Department.

And Whereas

Both the parties have expressed their willingness to consider implementing joint programmes initially to support science in research and extension in the field of plant sciences.

Both parties are interested in exploring in good faith, opportunities for future collaborations in the field of plant sciences.

Now, therefore, both DU, through DoB, and BSI wish to enter a long-term cooperation and mutual understanding in the areas of plant sciences, education and extension.

Now this MoU witness as under:

1. Areas of Cooperation

1.1 To develop programs and research projects as mutually agreed by both the parties in the field of:

- Floral diversity
- Plant systematic/taxonomy (conventional and molecular)
- Bio-geographical and ecological studies
- Conservation Biology
- Development and strengthening of national databases (herbaria, repositories etc.)
- Digital information management systems and cyber taxonomy
- Plant conservation (conventional or biotechnological)
- Plant education, training, and capacity building
- Sharing scientific knowhow in plant sciences

1.2 To collaborate through exchange of faculty/staff and research scholars for exploring plant material/field surveys/ training/sharing knowledge.

- 1.3 To use the available facilities in both the institutions such as library, Herbarium, museum, nursery, botanical gardens, central facility etc.

2. Scope of MoU

2.1. The University of Delhi (Department of Botany) and BSI through this general Memorandum of Understanding have jointly agreed to share resources and jointly undertake consultation, advisory and R&D programmes for their mutual benefit. However, programmes and projects will be decided on merits and mutual understanding with respect to the operative period of MoU and financial obligations and extent of cooperation and separate agreement will be signed for each assignment after negotiations on case-to-case basis.

2.2. Scientists of Botanical Survey of India (BSI) including all its Regional Centres, 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, Forestry, Cryptogmic and Environmental Sciences etc. of DoB, DU on request and subject mutual conveniences of both the parties.

2.3. The DoB, DU and the BSI agree on their academic and educational needs like exchange of Scholars and Scientific staffs, exchange of students, exchange of academic information and materials subjected to the provisions under the Biodiversity Act (2002) and or any other legal bindings by the Govt. of India.

2.4. The Botanical Survey of India (BSI) along with the faculty members of the Department of Botany, University of Delhi will work towards joint research projects thereby mutually using leading research facilities developed/ to be developed at Botanical Survey of India and DoB, DU.

2.5. The bonafide students and research scholars of both the organization will have access to research facilities at DoB, DU and BSI.

2.6. The Board of studies, DoB will consider for appointing BSI scientist as Co-supervisor for Ph.D. students. Similar provisions will be made by BSI for Co-supervisorship of Ph.D. students of BSI for the faculty of DoB, DU.

2.7. The faculty and students of the DoB, DU 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 DoB, DU with prior permission of the competent authority concerned.

2.8. 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.

2.9. While registering the students of Botanical Survey of India (BSI) for the Ph.D Degree in Delhi University, the ordinance relevant, related to Ph.D. degree of Delhi University will be applicable. The students/researchers of Botanical Survey of India (BSI) shall be required to qualify the entrance examination for registration of Ph.D. as per the applicable rules of University of Delhi.

2.10. BSI and DU 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.

2.11. Both parties agree to provide logistic support to each other. Both parties may propose collaborative programmes for assignments on complimentary basis throughout India so as not to repeat the work done by their respective institutes. However, each case will be decided on its own merits, expertise available with the institutes and with mutual consent.

2.12. Structural composition of team members from respective parties will be decided mutually and most competent professionals from both the organization will be offered to perform the job with professional prowess.

2.13. Both the parties shall maintain the sovereignty and share no liability unless agreed through mutual consent, by way of separate sub-agreement drawn for the purpose.

2.14. In the event that the parties wish to carry out a program or activity pursuant to this MoU (including those mentioned above), the periodicity, extent of bearing liabilities and terms of such cooperation shall be mutually discussed and agreed upon in writing by both parties through separate sub-agreement prior to the initiation of the particular program or activity. Any such sub-agreement should detail the terms and nature of the activity and/or project, the responsibilities of each party, the necessary budget, and the financial responsibilities, if any, of the parties.

2.15. Each programme and case will be decided on merit and mutual understanding and separate sub-agreements will be signed for each assignment after negotiations on case-to-case basis agreed through mutual consent.

2.16. This MoU does not imply any financial and/or legal obligations for/on either party.

2.17. Periodic meetings shall be held as per mutual discussion to review and decide next course of action. This MoU shall also construe both the institutions to help, compliment and collaborate in areas of research having common interest at the level of their regional institute/offices located all over India.

3. Validity of this MoU

- 3.1. The validity of this MoU will be for five years from the date of signing. The MoU may be renewed on completion of five years for similar duration or less on such terms mutually agreed to between the Parties.
- 3.2. Any amendment(s) to this MoU shall be valid only if executed in writing and signed by both parties, reflecting their mutual consent to such modifications.
- 3.3. The Parties shall enter into separate binding agreements on the areas which are not covered under this MoU. Such agreement shall be in line with the principles set out in this MoU and shall be considered as an extension of this MoU. Both parties shall have right to terminate this MoU if any of the party does not comply with its obligations under this MoU by issuing 30 days prior notice.

4. Confidentiality

- 4.1. The Parties shall treat all information, documents, contents and materials pertaining to BSI or DoB provided under this MoU as confidential.
- 4.2. BSI or DoB shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other than in the normal course of agreed terms under this MoU.
- 4.3. Further, both parties recognize and agree to maintain the confidentiality and protection of any personal data exchanged or collected during the course of this agreement in compliance with industry standards and best practices, and relevant laws for data protection in India. The data will only be used for the purposes outlined in the MoU.
- 4.4. The confidentiality of information shall survive the termination of this Agreement.

5. Intellectual Property

- 5.1. It is recognized by both the parties that the allocation of intellectual property rights will be on the basis of a research and technology management plan developed for the research programmes executed by both the organizations.
- 5.2. Research outcome will be jointly patented, and outcome of the patent will be jointly shared in mutually agreed proportions.
- 5.3. It is agreed by the parties to undertake not to disclose, divulge, part with, copy in any form for the period as specified in the MoU/agreement any scientific research document, planning

execution and appropriate financial, legal documents involved in the MoU. All personnel involved in collaborative projects from Botany and BSI are subject to this non-disclosure clause for the period of this MoU.

- 5.4. The outcome of the research in the form of publications should be shared by both the organizations and should have the authorship from both the organization with proportional credit to contributors based on their contribution to the work.

6. Force Majeure

The Parties shall not be held responsible for non-fulfilment of their respective obligations in successful completion of the Project under this Agreement due to the exigency of one or more of the *force majeure* events such as, but not limited to, acts of God, war, flood, earthquakes, strikes not confined to the premises of the Party, lockouts beyond the control of the Party, epidemics, riots, civil commotion etc. lying beyond the reasonable control of and not brought about at the instance of the Party claiming to be affected by such event and which has caused the non-performance or delay in performance; provided on the occurrence and cessation of any such event the Party affected has given a notice in writing to the other Parties within one month of such occurrence or cessation.

7. Dispute Resolution and Governance

- 7.1. In case of any dispute arising between the Parties in relation to the execution of the MoU or difference whatsoever arising between the Parties out of or in relation to the construction, meaning, scope, operation or effect of this Agreement or the validity, the breach thereof or in respect of any defined legal relationship associated therewith or derived therefrom, the Parties shall make all reasonable endeavors to amicably settle the dispute by mutual consultation and good-faith negotiation. However, in case any dispute or differences remain unresolved then either party shall be entitled to submit the same to arbitration in accordance with the Rules of Arbitration of the Arbitration and Conciliation Act, 1996 together with its amendments.
- 7.2. There shall be three arbitrators, one to be appointed by BSI, the other to be appointed by University of Delhi and the third to be appointed by the two arbitrators appointed by the Parties. The award of the arbitrators shall be final and binding on the Parties.
- 7.3. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language. The provision of this clause shall not become inoperative notwithstanding the Agreement expiring or ceasing to exist or being terminated or foreclosed. The award made in pursuance thereof shall be binding on both the Parties. Any litigation arising out of this Agreement shall be subject to the jurisdiction of Courts in Delhi.

8. Notices

All notices regarding this Agreement shall be by personal delivery or by certified or registered mail, postage prepaid, at the designated addresses of the parties. Any such notices shall be deemed to have

been received when actually delivered if by personal delivery or 3 days delivered to an overnight or express mail facility, if delivered through post.

9. Governing Law

This MoU is made under and shall be governed by and construed under the laws of the Republic of India under the jurisdiction of the Courts at Delhi.

In witness whereof the Parties have executed this MoU on this 23rd day of November 2023.

For and on behalf of the President of India

For and on behalf of Delhi University, Delhi



(Dr. Ashiho Asosii Mao)
Director
Botanical Survey of India, Kolkata



(Dr. Vikas Gupta)
Registrar
University of Delhi, Delhi
दिल्ली विश्वविद्यालय / University of Delhi
दिल्ली-110007 / Delhi-110007

Witnesses:

1.
(DR. S. S. DASH)

Witnesses:

1.
(SUMAN LAKHMAN PAUL)

2.
Dr. Sandeep Chawhan

2.
RENU DESWAL