

MEMORANDUM OF UNDERSTANDING

BETWEEN

**DR. Y.S PARMAR UNIVERSITY OF HORTICULTURE AND
FORESTRY**

**NAUNI, SOLAN – 173 230
(HIMACHAL PRADESH)**

AND

**BOTANICAL SURVEY OF INDIA, MINISTRY OF ENVIRONMENT,
FOREST AND CLIMATE CHANGE, GOVT. OF INDIA**

This Memorandum of Understanding (MoU) is entered into on this.....day of September, 2018 between Dr. Yashwant Singh Parmar University of Horticulture and Forestry, Nauni (Solan), Himachal Pradesh (hereinafter referred to as UHF) represented by the Director of Research having its office at Nauni, Solan as the **FIRST PARTY** and President of India representing through Director, Botanical Survey of India, Ministry of Environment, Forest and Climate Change, Govt. of India having its office at Kolkata as the **SECOND PARTY**.

1. PREAMBLE

The Dr. Y.S Parmar University of Horticulture and Forestry, Nauni (Solan), a premier institution of teaching and research, herein after referred to as UHF, was established on 1st December, 1985 with the objective to promote education, research and extension education in the fields of Horticulture, Forestry and allied disciplines. Late Dr. Yashwant Singh Parmar, the first Chief Minister and the architect of Himachal Pradesh perceived the importance of Horticulture and Forestry to develop and improve the State economy which led to the establishment of this University. Its history lies in erstwhile Himachal Agricultural College, Solan, established in 1962 and affiliated to the Panjab University. It became one of the campuses of Agriculture Complex of Himachal Pradesh University on its formation in 1970. Consequent upon the establishment of Himachal Pradesh Krishi Vishvavidyalaya in 1978, this campus became its Horticulture Complex and finally in 1985, assumed the status of a **State University**, being the premier University in the country engaged exclusively in teaching, research and extension in Horticulture and Forestry. The University has two constituent Colleges located at the main campus, Nauni, one for Horticulture and the other for Forestry, having 9 and 7 Departments, respectively. Besides these two colleges at the main campus, a College of Horticulture & Forestry has been established at Neri, Hamirpur. In addition, there are 6 Regional Research Station and 9 Research Sub-Stations and 5 Krishi Vigyan Kendras (KVKs) situated in different zones of the State.

The Botanical Survey of India (BSI), Ministry of Environment, Forest and Climate Change (MoEF&CC), herein after referred to as BSI (MoEF&CC). The Botanical Survey of India (BSI) is the apex organization under the Ministry of Environment, Forest and Climate Change, Govt. of India for carrying out taxonomic

and floristic studies on wild plant resources of the country. 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 Botanical Survey of India has Eleven Regional Centres situated in different parts of the country with objectives: (1) Exploration, inventorying and documentation of phytodiversity (including non-flowering plants) in general and protected areas, hot spots, fragile ecosystems and sacred groves in particular; publication of National, State and District Floras. (2) Identification of Red list species and species rich areas needing conservation; ex situ conservation of critically threatened taxa in botanical gardens. (3) Survey and documentation of traditional knowledge (ethno-botany) associated with plants. (4) Develop a National database of Indian plants, including herbarium specimens, live specimens, botanical paintings illustrations etc. (5) Revisionary/Monographic studies on selected plant groups. (6) Qualitative analysis of nutritive value of ethnofood plants and other economically useful species. (7) Environment Impact Assessment of area assigned to BSI for study. (8) Develop and maintain Botanical Gardens, Museum and Herbaria. (9) Preparation of Seed, Pollen and Spore Atlas of Indian Plants. (10) Repatriation of Indian Biodiversity Information held in herbaria/museums abroad.

Whereas the UHF and the BSI(MoEF&CC) jointly desire to undertake collaboration in research, teaching, consultancy work and extension activities in plant research with special emphasis on **classical taxonomy, biodiversity, plant conservation and molecular taxonomy**, it is hereby agrees that the two institutions will extend support two such activities.

2. ACADEMIC & RESEARCH ADVISORY COMMITTEE:

- 2.1 There will be an Academic Committee which will administer this collaborative programme. The **Vice-Chancellor** or his nominee along with the Director of Research will represent the UHF in this Committee. The **Director**, Botanical Survey of India, Kolkata, or his nominee, will represent BSI in this Advisory Committee.
- 2.2 The Academic Advisory Committee would be co-chaired by the Vice-Chancellor of UHF and the Director, Botanical Survey of India, Kolkata, subject to the ratification by the Research Advisory & Monitoring Committee of BSI.

3. LOCATION OF THE BSI (Solan Regional Centre)

- 3.1 The UHF would earmark 6.6 acres {equivalent to 29.12 bighas of land comprising in Khasra No.12,13,14,15,16,17,19,20,26,320,322 and 323 (Total-I=12 kite=26-12 bighas) Khata Khatauni No.32/25 of Mauja Pandaha and also Khasra No.208/85/1 (Total-II= 1kite=3-0 bighas) Khata Khatauni No. 63/65 min of Mauja Nauni Manjhgaon} of land at its Campus headquarters at Nauni, Solan on lease/sale/transfer on token money and would allow to create basic infrastructure for this centre of BSI.
- 3.2 After the expiry of the lease period, the BSI shall have no right or title over the land and buildings and other infrastructure provided the lease period is extended on mutually agreed terms.

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- 3.3 The BSI shall make its own arrangements for utilities such as water, power, etc. during the construction work. However, UHF will provide all assistance as and when needed.
- 3.4 The UHF will provide temporary office accommodation, if available, during the construction of the BSI buildings, as per UHF guidelines.
- 3.5 The new infrastructure built by the BSI at the campus of UHF will conform to the master plan of the UHF.
- 3.6 The BSI shall not be competent to further sub lease, sale or sublet or transfer or use the land for commercial purposes, allotted on lease to the BSI together with the buildings and infrastructures developed thereon.

4. COLLABORATION

- 4.1 Researchers and Scientists/Faculties at the two institutions may undertake academic exchange/joint projects on topics of mutual interest in broad areas of classical taxonomy, biodiversity, biosystematics and molecular taxonomy.
- 4.2 The departmental committees of Plant Sciences of different departments of the UHF may invite the scientists of BSI (Solan Regional Centre) as observers for their meetings and vice versa.

5. RESEARCH SCHOLARS

- 5.1 Research Scholars at the BSI (Solan Regional Centre) may take admission in the University for the Degree Programme as per the University norms.
- 5.2 The UHF will follow the same procedures for recognition for the scientists of BSI (Solan Regional Centre) as research guides as UHF follows for other external institutes recognized by UHF for guiding research.

6. LIBRARY & RESEARCH FACILITIES

The partnering institutions will make available to faculty/researchers of either institution the library facilities free of charges. There would be provision for inter-library loan and photocopying of research material.

7. CONSULTANCY & EXTENSION ACTIVITIES

- 7.1 The two institutions may assist each other in the organization of or participation in national or international symposia, conferences, specialized exhibitions and similar events taking place in the areas of collaborative research.

Dr. N. P. Singh
26/09/2018

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- 7.2 Both UHF and BSI (Solan Regional Centre) may involve each other in consulting activities undertaken as per the guidelines of the respective institutions.

8. FUNDS

- 8.1 The funds for all construction and developmental activities will be borne by the BSI (Solan Regional Centre). There will be no liability on the part of UHF for this purpose and also for the day-to-day running of the BSI (Solan Regional Centre).
- 8.2 Joint programmes under this agreement may be jointly funded with mutual consent.

9. TENURE OF AGREEMENT

This MoU will be valid initially for a period of 99 years, which may further be extended on mutually agreed terms. However, the MoU may be altered/amended/modified according to the need and consent of both the parties on mutually agreed terms. This MoU may also be terminated at any time by the parties by mutual consent.

10. OTHERS

- 10.1 Security arrangements in the BSI (Solan Regional Centre) i.e external as well as internal shall be decided mutually by both the organizations.
- 10.2 The UHF will provide Health Centre facilities to the employees of the BSI (Solan Regional Centre) as per its own guidelines for external institutions.
- 10.3 In case the BSI (Solan Regional Centre) dissolves, or otherwise ceases to function, or the MoU is not extended beyond the agreed period, its infrastructure on the Uhf Campus would be amalgamated with the UHF assets on mutually agreed terms.

11. ARBITRATION:-

- 11.1 In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then unresolved dispute or differences shall be referred to arbitration of one of the arbitrators to be appointed by the Secretary (Horticulture) to the Govt. of Himachal Pradesh, Shimla. The provisions of Arbitration & Conciliation Act, 1996 (Nos. 26 of 1996) shall not be applicable to the Arbitration. The venue of arbitration shall be at Shimla or any other place, as may be decided by arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties. However, any party aggrieved by such

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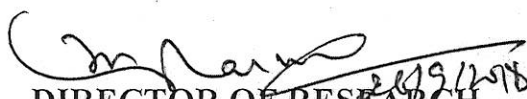

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award may make a further reference for setting aside or revision of the award to the LR-cum-Principal Secretary (Law) to the Government of Himachal Pradesh, Shimla. Upon such reference the dispute shall be decided by the Law Secretary or Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The cost of the arbitration shall be shared equally by the parties to the MoU. However, expenses incurred by each party in connection with preparation, presentation should be borne by the party itself.

- 11.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the party shall continue to perform all of their obligations under this contract without prejudice to a final adjustment in accordance with such award.


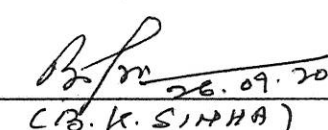
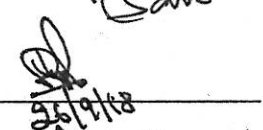
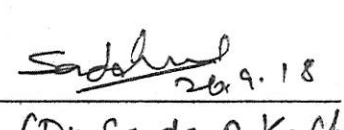
12. UNDERTAKING

Parties hereto undertake to work closely and co-operate in the implementation of this MoU and to make a significant commitment to this collaborative effort. Both the parties agree to extend their best efforts on design, implementation and successful continuation of this MoU and to endeavor to resolve disputes arising between them in relation to this MoU by amicable means. In an unlikely situation, if it is decided to terminate this MoU at any point of time, BSI (Solan Regional Centre) would be allowed to withdraw leaving the affairs and infrastructure on the land of UHF on mutually agreed terms.


DIRECTOR OF RESEARCH
India 
DR.Y.S PARMAR UNIVERSITY OF
HORTICULTURE & FORESTRY
INDIA


For and on behalf of President of
INDIA.
DIRECTOR
BOTANICAL SURVEY OF
Scientist - F
भारतीय वनस्पति सर्वेक्षण / Botanical Survey of India
सी.जी.ओ. कॉम्प्लेक्स सॉल्ट लेक सिटी, कोलकाता-700 064
CGO Complex, Salt Lake City, Kolkata-700 064

In the presence of

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|---|---|
| 1. For UHF 
26/9/18
(Satish K. Sharma) | 1. For BSI 
26.09.2018
(C.B. K. SINHA) |
| 2. For UHF 
26/9/18
YASHPAL SINGH, | 2. For BSI 
26.9.18
(Dr. Sandeep K. Chandra) |
- Date: DDA, UHF NAUNI Solan
Place: H.P.