

FIFTY RUPEES

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पचास रुपियाँ

NON-JUDICIAL

₹ 50/-

Sl. No. A 005980

MEMORANDUM OF UNDERSTANDING**CL.1 THE MoU**

CL.1.1 This MoU made and entered into on this day of 11th January 2021 A.D. **The President of India**, in exercise of the power vested upon him under article 299 of 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 ONE PART**.

And

CL.1.2 **SIKKIM UNIVERSITY (SU), GANGTOK** established in 2007, a Central University established under an act of Parliament of India and accredited by NAAC in 2015, having its office at 6th Mile, Samdur, Tadong, Gangtok, Sikkim – 737102 (hereinafter called the **SIKKIM UNIVERSITY** which expression shall where the context so admits include its successors and permitted assigns) of the **OTHER PART**.

CL.2 PREAMBLE

Botanical Survey of India (BSI), Kolkata and **SIKKIM UNIVERSITY, Gangtok** have realized the need for a close linkage between the National Laboratories and the Universities in terms of research and academic activities. In compliance to this idea, both have decided to sign a Memorandum of Understanding (MoU) as per the following terms and conditions:

CL.3 PURPOSE

CL.3.1 This Memorandum of Understanding (MoU) serves as a written understanding of mutually agreed principles, between the **Botanical Survey of India (BSI)**, and **SIKKIM UNIVERSITY** to undertake the activities of mutual interest between the two institutions.

STAMP PAPER/DARBAR PAPER

Date of issue ...06/01/2021...

To Whom Issued :

(a) Name

(a) Address

Nabin Pradhan
Petition Writer & Stamp Vendor
New Market
M. G. Marg, Gangtok



CL.3.2 The general purpose of this collaboration is to provide research opportunity to the students and researchers of either institution in increasing the effectiveness of teaching and research, jointly organize seminars, conferences and academic workshops on topics of mutual interests, publish books, monographs, seminar and workshop volumes etc. and knowledge dissemination.

CL.3.3 **Botanical Survey of India (BSI)**, scientists and faculty members **SIKKIM UNIVERSITY** from the department of Botany, Zoology, Microbiology, Physics, Chemistry, Geology, Environmental Science, Geography, Horticulture, Plant Biotechnology, Biochemistry, Forestry, Pharmacy will work towards joint research projects thereby mutually using research facilities developed/to be developed at **Botanical Survey of India (BSI)**, and **SIKKIM UNIVERSITY**.

CL.4 THE AUTHORITIES AND RESPONSIBILITIES:

CL.4.1 On behalf of the **Botanical Survey of India (BSI)**, the Director of the Institute and on behalf of **SIKKIM UNIVERSITY**, the Vice Chancellor of the university shall be the responsible authorities for overall implementation of the MoU, unless the responsibility is delegated by them to other competent person/s of their respective institutions.

CL.4.2 However, for technical and administrative co-ordination purpose, and day-to-day routine matters, the respective institutions may appoint/delegate the responsibility to designated coordinators.

CL.5 SELECTION AND SUPERVISION OF PH.D. SCHOLARS:

CL.5.1 **SIKKIM UNIVERSITY** will recognize and accept **Botanical Survey of India (BSI)**, Scientists for supervising research leading to the awards of M.Phil./D. Phil./Ph.D./D.Sc. degree as per the provisions of ordinance for such programme of the University. **Botanical Survey of India (BSI)**, together with its regional offices and units, will be duly recognized by **SIKKIM UNIVERSITY** as 'Recognized Research Institute' and the Scientists of BSI are eligible for guiding the students as Co-Supervisor.

CL.5.2 The Director of **Botanical Survey of India (BSI)**, shall ensure that the interest of the Ph.D. candidates admitted under the MoU shall not be affected in case of transfer of the Supervisor/Joint Supervisor.

CL.5.3 **Botanical Survey of India (BSI)**, as a national laboratory provides necessary rigorous training of research methodology, literature survey, computation of data, at par with the course work (One semester training course) required as per UGC norms/ordinances of **SIKKIM UNIVERSITY**.

 Tej Kishan Kaul

CL.6 GENERAL:

- CL.6.1 **Botanical Survey of India (BSI)** including all its regional centres, units and Head Quarters all over the country (Arid Zone Regional Centre, Jodhpur; Northern Regional Centre, Dehradun; Western Regional Centre, Pune; Southern Regional Centre, Coimbatore; Deccan Regional Centre, Hyderabad; Central Regional Centre, Allahabad; Sikkim Himalayan Regional Centre, Gangtok; Eastern Regional Centre, Shillong; Arunachal Pradesh Regional Centre, Itanagar; Andaman & Nicobar Regional Centre, Port Blair; Central National Herbarium, Howrah; Central Botanical Laboratory, Howrah; Industrial Section in Indian Museum, Kolkata; AJCB Botanical Garden, Howrah; Head Quarters, Kolkata; ENVIS Centre) will provide laboratory and other facility depending upon the availability, to the Students/Researcher/Faculty of **SIKKIM UNIVERSITY** and likewise **SIKKIM UNIVERSITY** will provide such facility to the Students/Researcher/Faculty of the **Botanical Survey of India (BSI)**.
- CL.6.2 Scientists of **Botanical Survey of India (BSI)** may participate in the teaching program in the area of Botany, Zoology, Microbiology, Physics, Chemistry, Geology, Environmental Science, Geography, Horticulture, Plant Biotechnology, Biochemistry, Forestry, Pharmacy, etc. of **SIKKIM UNIVERSITY** on request and subject to mutual conveniences of both the parties. The **Botanical Survey of India (BSI)** will allow the UG/PG students of the School of Life Sciences to intern in its laboratory under the guidance of one of its Scientist. Faculty/students from **SIKKIM UNIVERSITY** will be allowed to carry out a part of research work at **Botanical Survey of India (BSI)** depending upon availability of laboratory space/facilities and under guidance/supervision of BSI Scientist.
- CL.6.3 **Botanical Survey of India (BSI)** and **SIKKIM UNIVERSITY** Scientists/ Faculty members will help each other in preparing common observational/research programme under intimation to their concerning Head of the Institution/ HoDs.
- CL.6.4 **Botanical Survey of India (BSI)** will provide laboratory and other facilities (depending upon availability) to the faculty/technical staff/students of **SIKKIM UNIVERSITY** and likewise **SIKKIM UNIVERSITY** will also provide such facilities to **Botanical Survey of India (BSI)** scientists/Ph.D. students/technical staff.
- CL.6.5 **Botanical Survey of India (BSI)** and **SIKKIM UNIVERSITY** will work closely to generate appropriately trained manpower in areas of individual/mutual competence through organization of symposia, short term training courses, etc.
- CL.6.6 Honorarium, TA/DA (if applicable) will be provided to the faculty members/ Scientists/ Technical staff of **SIKKIM UNIVERSITY** and **Botanical Survey of India (BSI)**, as per rule by requesting organizations.

 Tej Kishan Kaul

CL.7 COMMENCEMENT, RENEWAL, TERMINATION AND AMENDMENT:

- CL.7.1 This MoU shall come into force upon affixing of the signatures of the representatives of the partner institutions and shall remain effective for 10 (Ten) years w.e.f. date of signing.
- CL.7.2 If either partner institution wishes to continue collaboration beyond 10 years, fresh proposals shall be submitted for mutual consent and either of the institution must notify the other not less than six months prior to the expiry of the MoU.
- CL.7.3 This MoU and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension/cessation to the MoU may be formalized by the exchange of letters between the two institutions.
- CL.7.4 Progress of this MoU will be monitored by the Vice-Chancellor, **SIKKIM UNIVERSITY** and the Director, **Botanical Survey of India (BSI)** or their nominees through periodic meetings. Any change/modification/ termination as introduced/ suggested by the Review Committee (Comprising of the Vice Chancellor, **SIKKIM UNIVERSITY** and the Director, **Botanical Survey of India (BSI)** and such other members as may be mutually decided by them) shall be acceptable to both the institutions.

CL.8 IPR AND PUBLICATION:

- CL.8.1 Publication and patents (if any) emanating from research work carried out entirely at **Botanical Survey of India (BSI)** will be the sole property of the Institute. Similarly, publications and patents (If any) emanating from research work carried out entirely at **SIKKIM UNIVERSITY** will be the sole property of the University.
- CL.8.2 The outcome of the collaborative research work shall be jointly published. Both parties will ensure the protection of IPR as per the guidelines of **Botanical Survey of India (BSI)** and **SIKKIM UNIVERSITY**.

CL.9 DISPUTE RESOLUTION, JURISDICTION AND CHOICE OF LAW:

- CL.9.1 In the event of any dispute/s that may arise in connection with this MoU, the same shall be mutually settled by the Vice-Chancellor of **SIKKIM UNIVERSITY** and Director, **Botanical Survey of India**, Kolkata and if could not be settled by that, both the Vice-Chancellor **SIKKIM UNIVERSITY** 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**.
- CL.9.2 **Botanical Survey of India (BSI)** would have a liberty to refer, on certain policy related issues for the advice of the Ministry of Environment, Forest and Climate Change, Government of India, New Delhi and similarly the **SIKKIM UNIVERSITY**



would seek the advice of its competent authority or the State Government, if required to bring a consensus of both the parties.

CL.9.3 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 Sikkim only.

SEAL of PARTIES

IN WITNESS WHEREOF the parties hereto have signed this Memorandum of Understanding (MoU) the day, month and year as mentioned hereinbefore.

For and on behalf of President of India

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

Signature.....

Seal:

Witnesses: (Name & Address):

1.

2.

निदेशक Director
भारतीय वनस्पति सर्वेक्षण
Botanical Survey of India
भारत सरकार Govt. of India
नवीन शासनालय, आ. भवन
CGO Complex, Salt Lake City
कोलकाता, Kolkata-700 064

Rajib Gogoi
RASIB GOGOI
BSI, GANGTOK

डा. राजीव गोगोई/Dr. Rajib Gogoi
वैज्ञानिक 'ई'/Scientist 'E'
भारतीय वनस्पति सर्वेक्षण/Botanical Survey of India
सिक्किम हिमालय क्षेत्रीय केन्द्र/Sikkim Himalayan Regional Centre
गान्तोक-737103 सिक्किम/Gangt. 737103, Sikkim

(DINESH KUMAR AGRAWALA)

BSI, GANGTOK

डा. दिनेश कुमार अग्रवाला
Dr. Dinesh Kumar Agrawala
वैज्ञानिक 'घ'/Scientist 'D'

भारतीय वनस्पति सर्वेक्षण/Botanical Survey of India
सिक्किम हिमालय क्षेत्रीय केन्द्र/Sikkim Himalayan Regional Centre
गान्तोक-737103 सिक्किम/Gangt. 737103, Sikkim

For and on behalf of Sikkim University

Sh. T.K. Kaul
Registrar, Sikkim University, Gangtok

Signature.....

Seal:

Witnesses: (Name & Address)

1.

2.

Prof. Nawal K Paswan

Laxman Shama