

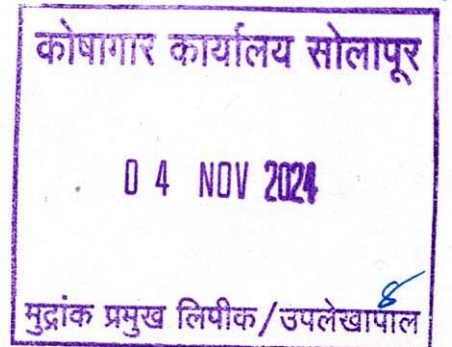


महाराष्ट्र MAHARASHTRA

2023

CP 583343

सालापूर १६-११-२४ दि. २१ / ११ / २०२४
सी./श्री. शांती मधुकर होलकर
शानी रूपये ५०० या जनरल स्टॅम्प
वापिस लेवून हा रूपये ५०० या
स्टॅम्प व भरतीस रूपये ५०० या स्टॅम्प दिला
स्टॅम्प या कारणभाठी दिला
पो. नं. ९६८९५५८५६३ कोड नं. २५०१०३०
क. डी.



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is executed on this 21/11/2024 Day of 2024, at Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

BETWEEN

BOTANICAL SURVEY OF INDIA (BSI)-27PNEB01344AIDS Kolkata having its head office at CGO Complex, 3rd MSO Building DF Block,

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Sector -1, Salt Lake City, Kolkata -700064, India represented by Dr A. A. MAO, Director, Botanical Survey of India aged 59 years working as Director of the First Party;

AND

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY,
SOLAPUR established by the Government of Maharashtra on 22th July 2004 vide USG 1004/C94/2004-UNI Dt.22th July 2004, Non-Agricultural State University, having its registered office at Kegaon, Solapur, Pune National Highway, Solapur-413 255 herein after referred to as "PAHSUS" represented through Registrar (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the Second Party;

1. Scope:

First party & Second party believe that for providing a better platform for students and stake holders including students from the university campus school, departments/center of institution and also the students from the various affiliated colleges/institutions and also the students from the autonomous college/institution etc. within the jurisdiction of this university to give better opportunities in various fields of education and inter-disciplinary research etc. The collaboration and cooperation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

2. Objectives of the MoU:

a) About BSI and their work: 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

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(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

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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".

- b) Technology demonstration, dissemination and transfer:** The PAHSUS may engage with BSI in technology demonstration and transfer activities, wherein innovative processes or technologies developed within the PAHSUS's may be shared with BSI, Kolkata/its regional station, Pune. The BSI may also engage with PAHSUS for the better demonstration/dissemination of its technologies based on the need.
- c) Facilitation of Training and Research:** Active collaboration of both the parties for promotion of students' training and quality research (UG/PG/Ph.D./Faculty) in cutting edge areas in accordance with the provisions.
- d) Scope of MoU:**
1. The PAH Solapur University, Solapur 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. 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 PAHSUS on request and subject mutual conveniences of both the parties.

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3. The PAHSUS 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.
4. The Botanical Survey of India (BSI) along with the faculty members of the PAH Solapur University, Solapur will work towards joint research projects thereby mutually using leading research facilities developed/ to be developed at BSI and PAHSUS.
5. The bonafide students and research scholars of both the organization will have access to research facilities at PAHSUS and BSI.
6. The Board of studies, PAHSUS will consider for appointing BSI scientist as Supervisor/Co-supervisor for Ph.D. students. Similar provisions will be made by BSI for Supervisor/Co-supervisor ship of Ph.D. students of BSI for the faculty of PAHSUS.
7. 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 PAHSUS Solapur University.
8. The faculty and students of the PAHSUS 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 PAHSUS with prior permission of the competent authority concerned.
9. 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.
10. While registering the students of Botanical Survey of India (BSI) for the Ph.D Degree in PAH Solapur University, Solapur the ordinance relevant, related to Ph.D. degree of PAHSUS will be applicable. The students/researchers of Botanical Survey of India (BSI) shall be required to

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qualify the entrance examination for registration of Ph.D. as per the applicable rules of PAHSUS.

11. BSI and PAHSUS 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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





18. 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. Areas of collaboration:

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

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

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

4. Proposed modes of collaboration:

- **Guest Lectures:** Mutual arrangements for guest lectures will be made to facilitate knowledge sharing and exposure to diverse area of science.
- **Skill Development Programs for Students:** Both parties will jointly conduct skill development programs aimed at enhancing the practical skills of students.

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- **Placement of Trained Students:** Efforts will be made to facilitate the placement of trained students in relevant industries through joint initiatives.
- **Internship & Apprenticeship:** Institutions will work together to organize internships and apprenticeships for students in various professional areas.

5. Terms and Conditions:

1. All activities shall be executed only after written consent of both the parties.
2. If the any of the college/institution etc. as mentioned here in wants to participate in the activity pursuant to this MoU, separate MoU is required to be signed by and between the college / institution and the First Party and both the parties shall inform about such activity to the University / Second Party well in advance.
3. This Memorandum of Understanding reflects the respective institutions' commitments to the terms and conditions mentioned in the MoU. This MoU does not confer any financial liability upon the parties to this agreement. This MoU shall remain in effect initially for 05 years and thereafter and can be renewed after taking review for another period as agreed by both the universities. This MoU may be amended or terminated at any time by either Party provided that written notice of termination or amendment is given by the notifying Party to the other Party before (90) days of the date on which the termination or the amendment is intended to become effective. The commitments, made before the date of termination of MoU, shall continue to be operative.

6. Financing:

This MoU does not confer any financial liability on any of the parties to this MoU. The activities which require financial assistance shall be decided by mutual consent of both Parties and shall be initiated only after written agreement to this effect which includes financial

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contributions of all or any of kinds and specifying the sharing of profit if any.

7. Nomination of Coordinators:

For Botanical Survey of India (BSI)

Dr. A. Benniamin

Scientist F & Head

abenniamin@bsi.gov.in

BOTANICAL SURVEY OF INDIA (BSI)

Western Regional Centre 7- Koregaon Road Pune- 411001

Maharashtra, India

femsbenni@gmail.com

TelephoneNo.912029707078

For Punyashlok Ahilyadevi Holkar Solapur University, Solapur

Prof. Vikas. B. Patil

Director,

School of Life Sciences,

Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

vbpatil@sus.ac.in

9422532521

<https://www.sus.ac.in>

8. Arrangements for visiting officials:

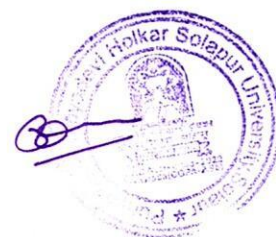
For Botanical Survey of India:

The Seminar Hall of Botanical Survey of India (BSI) will be used for meeting and conference purposes.

For Punyashlok Ahilyadevi Holkar Solapur University, Solapur:

The Conference Hall of the School of Physical, Chemical, and Social Sciences will be used for meeting, and conference purposes.





9. Use of Names:

Except in promoting the activities proposed in Article 1.1 above among its faculty, staff, and students, neither Participant may use the name of the other Participant in any form of advertising or publicity without express written permission. Seek permission from one another by submitting the proposed use, well in advance of any deadline, also any activity for which the certificate and or memento is to be awarded to the participants it shall carry the name and logo of both the parties to this MoU.

10. Relationship Between the Parties:

It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

11. Confidentiality:

In the course of the activities under this MoU it may be necessary for the Participants to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Participant, disclosed by one Participant to the other Participant of this MoU, and other documents transmitted or



communicated by either Participant to the other Participant that is marked as confidential or proprietary for the purposes of this agreement (“Confidential Information”) shall be received and treated in confidence, and shall not be used by the receiving Participant or disclosed by the receiving Participant without the prior written consent of the disclosing Participant, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publicly known at the time of the disclosure, (b) is lawfully received by the receiving Participant from a third party which does not have a confidential relationship to the disclosing Participant, (c) the receiving Participant can demonstrate was in its possession or known by it before its receipt from the disclosing Participant, or (d) the receiving Participant is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Participant shall, at the expiry or termination of this agreement, return to the disclosing Participant any and all documents provided by the disclosing Participant setting out as Confidential Information.

12. Intellectual Property Rights:

All Intellectual Property (including but not limited to trade secret, copyrights and patents, etc. if any) of either Party in existence on the effective date shall remain the property of their respective owner/party. Ownership of any and all Intellectual Property developed or created by or for a Party after the effective date as part of the delivery of the services or performance under this MoU shall be decided on case- to-case basis depending on the contribution of the Party to develop the same with a separate written agreement signed between the Parties.

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13. Amendment:

The present Memorandum of Understanding can be amendment by the Parties through the mutual consultations. The amendments shall be enclosed with the present Memorandum of Understanding and shall form an integral part of it thereof.

14. Validity & Termination:

This MoU shall be valid for five years. The Memorandum of Understanding will enter into force on the date of signing and shall remain in force throughout the period or unless revoked by the consent of the Parties. Either of the Parties may terminate the present Memorandum of Understanding by giving the other party a written notice of ninety days in advance of its decision to terminate this Memorandum of Understanding. Termination will not affect activities covered by a collaborative contract between the executive agencies and already underway at the time of termination.

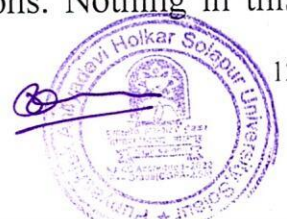
15. Settlement of Dispute:

Any disputes arising out of the implementation or interpretation of the provisions of this Agreement and or dispute relating to any aspect of academic cooperation shall be settled amicably or will try to jointly resolve the dispute if any by direct negotiations between the top officials of the first and second party to this MoU at the place mutually agreed between them at Solapur as the case may be.

16. Non-Binding Nature.




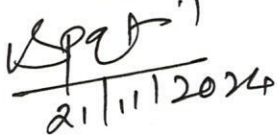
This MoU is not intended to and does not give any person who is not a Participant to it any rights to enforce any of its provisions. Nothing in this

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MoU will be construed as creating a binding legal relationship between the Participants, with the exception of condition which will survive the expiry or termination of this MoU. This MoU is a broad statement of intent which sets forth the general basis upon which the Participants wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Participants to this MoU.

All the above contents are read over and understood by both the parties to this MoU. Hence the MoU is executed on 21st day of November Month 2024.

<p>First Party</p> <p></p> <p>निदेशक / Director भारतीय वनस्पति सर्वेक्षण Botanical Survey of India भारत सरकार / Govt. of India तृतीय एम. एस. ओ. भवन 3rd MSO Building सी.जी.ओ. कॉम्प्लेक्स, सॉल्ट लेक सिटी CGO Complex, Salt Lake City कोलकाता / Kolkata-700064</p> <p>Dr. A. A. Mao Director, Botanical Survey of India CGO Complex, 3rd MSO Building DF Block, Sector -1, Salt Lake City, Kolkata -700064, India aamao2008@gmail.com Telephone No. +913323344963</p>	<p>Second Party</p> <p> 21/11/24</p> <p></p> <p>Registrar, Smt. Yogini Ghare registrar@sus.ac.in, Tel. No.: 0217-2744770 Punyashlok Ahilyadevi Holkar Solapur University, Solapur.</p>
<p>Witness 1:</p> <p> 21/11/2024</p> <p>Dr. A. Benniamin Scientist F & Head abenniamin@bsi.gov.in Botanical Survey of India Western Regional Centre 7- Koregaon Road Pune- 411001 Maharashtra, India femsbenni@gmail.com Telephone No. 912029707078</p>	<p>Witness 2:</p> <p> 21/11/2024</p> <p>Prof. Vikas B. Patil Director School of Life Sciences PAH Solapur University, Solapur https://www.sus.ac.in/vbpatil@sus.ac.in Director School of Life Sciences Punyashlok Ahilyadevi Holkar Solapur University, Solapur</p>