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ANIL KUMAR  
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**Certificate Issued Date** : 01-Aug-2023 01:04 PM  
**Account Reference** : NEWIMPACC (SV) up14244704/ PRAYAGRAJ SADAR/ UP-AHD  
**Unique Doc. Reference** : SUBIN-UPUP1424470445952665402224V  
**Purchased by** : VINAY KUMAR  
**Description of Document** : Article 5 Agreement or Memorandum of an agreement  
**Property Description** : AS PER DOCUMENT  
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**First Party** : NA  
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**Stamp Duty Paid By** : VINAY KUMAR  
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 (One Hundred only)



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**Memorandum of Understanding**  
**Between**

ICFRE Eco-rehabilitation Centre , Prayagraj, (U.P.)

and

Uttar Pradesh Rajarshi Tandon Open University, Prayagraj , (U.P.)

*Signature*  
 1/8/23  
**Signature of first party**

*Signature*  
 01/8/2023  
**Signature of Second party**

**Statutory Alert:**

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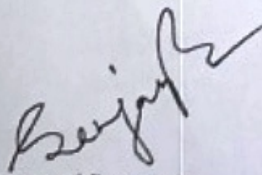
ICFRE-Eco-rehabilitation Centre, Prayagraj, Uttar Pradesh (hereinafter called ICFRE-ERC/First Party ) and Rajarshi Tandon Open University, Prayagraj (hereinafter called UPRTOU /Second Party) here-by sign a memorandum of understanding (MoU) on ....1<sup>st</sup>..... day of ...August 2023

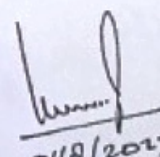
ICFRE- ERC "having its Head Office at 3/I, Lajpat Rai Road, New Katra, Prayagraj-211002 (hereinafter called "ICFRE-ERC a constituent Research Institution of the Indian Council of Forestry Research and Education (ICFRE), Dehradun. was established in October 1992 as an advanced Centre under the umbrella of ICFRE, Dehradun. Presently, it is a centre of ICFRE-Forest Research Institute (FRI), Dehradun. The Centre aims to nurture and cultivate professional excellence in the field of social forestry and Eco-rehabilitation in the state of Uttar Pradesh. and

Whereas UPRTOU, was established under Act No. 10/1999 passed by U.P.Legislature and assented to by the Governor of U.P. on March 24,1999. It is named after Bharat Ratna Rajarshi Purusottam Das Tandonji. It provides learner centric and value based education of high quality to all classes of Indian societies and Uttar Pradesh for all round inclusive development and for enhancing their knowledge and skill using methods of distance education

**Objectives of MOU:** To promote and enhance partnership in academic and research programme for quality improvement by promoting following activities.

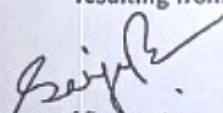
- a) Exchange of faculty/Exposure visit
- b) Exchange of students for academic, research and training purposes.
- c) Joint research activities
- d) Exchange of academic materials & other information
- e) Participation in/organizing Seminar /Conference/Workshop etc.
- f) Mutual Students and Faculty Training & Capacity Building
- g) Special short term academic programme

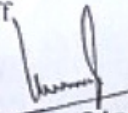
  
Signature of first party

  
01/8/2023  
Signature of Second party

## MUTUAL OBLIGATIONS

1. The two parties here to undertake to jointly solicit for funds including research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration.
2. There shall be an exchange of Scientists, faculties, staff and students for academic, research and training purposes. The duration of exchange visits will be determined by mutual consent between both the parties
3. The overall Memorandum does not entail any obligation for the two parties to fund any travels for students/researchers from the other institution. Provided that funds are available from elsewhere both parties will facilitate practical arrangements related to study visits from the collaborating institution including office/residential accommodation and necessary administrative functions to enable them to carry out programme successfully.
4. Both institutions shall abide by current national/ international guidelines on good research practice and ethics applicable in relation to all research activities.
5. Both institutions further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.
6. Both parties shall make rules governing the use of their respective facilities including laboratories, library, workshops, conference hall and hostels where such facilities are used to conduct any of the functions of this collaboration as specified in 'agreements of collaboration' regarding each individual project/programme of study.
7. Both parties jointly and independently agree to make available suitable facilities and personnel as and when required and on such terms as to fees, remuneration, insurance, and any other incidents thereto as specified in 'agreements of collaboration' regarding each individual project/programme of study.
8. The parties shall share both in gains and losses of the collaboration including skills, inventions/ patents, profits and liabilities whether pecuniary or otherwise provided always Intellectual Property Rights shall be shared equally.
9. The parties shall keep each other indemnified against all damages to or losses resulting from the fault of their respective student/research staff.

  
Signature of first party

  
Signature of second party  
21/11/2023

#### INTELLECTUAL PROPERTY RIGHTS

All rights created by patent as a result of joint activity shall be shared by ICFRE- Eco-rehabilitation Centre, Prayagraj (1<sup>st</sup> Party) and the UPRTOU, Prayagraj (2<sup>nd</sup> Party). Unless all the parties agree, no party shall individually, and without prior notice and consent of the others file or obtain patent.

#### MATERIAL TRANSFER AGREEMENT

Any and all materials transferred between the parties shall be subject to an acceptable 'material transfer agreement' signed by the parties and appended to the agreement of collaboration regarding the individual projects/programme of study.

#### DURATION OF THE MEMORANDUM

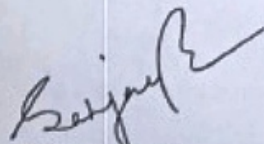
- a) The MoU is valid for 5 Years from the date of signing. Either party is free to terminate the agreement by giving *one-month notice* in advance. In the event of termination of the agreement, the rights and obligations of the parties shall be settled by mutual discussion.

#### IMPLEMENTATION

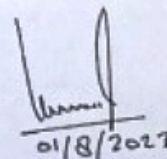
All laws, rules and regulations issued by all parties shall be strictly observed at all times.

#### SETTLEMENT OF DISPUTES

- The parties shall first use reasonable endeavours to amicably settle disputes arising out of or in connection with this Collaboration Agreement.
- Where a dispute has not been amicably resolved the parties shall enter into structured negotiation with the assistance of a mediator acceptable to both sides.
- Where mediation fails, the parties shall settle the dispute through arbitration, such arbitration shall be conducted under the rules of arbitration of the National/ International act by one or more arbitrators appointed in accordance with the said rules. The award of the arbitration shall be final and binding upon the parties.



Signature of first party



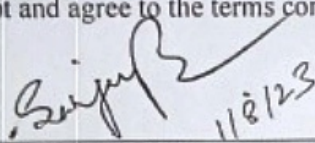
Signature of Second party

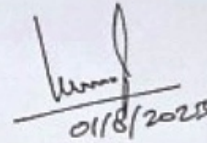
**REVIEW AND AMENDMENTS**

The Memorandum may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

This MoU has been executed in two originals , one of which has been retained by the first party and the other by the second party.

**IN WITNESS WHEREOF**, the Parties have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

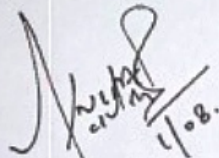
  
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Authorized Signatory for ICFRE-ERC

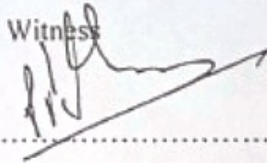
Authorized Signatory for UPRTOU

Witness

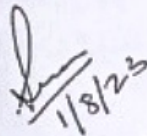
  
1/08

ANITA TOMAR.

Witness

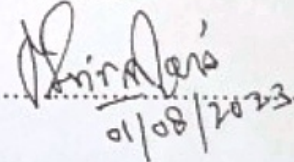


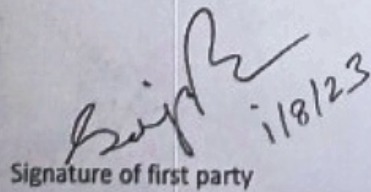
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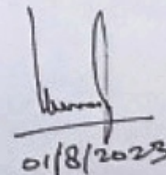
  
1/8/23

Alok Yadav

Witness

  
01/08/2023

  
Signature of first party

  
01/08/2023

Signature of Second party