

असम ASSAM

G 366805

**MEMORANDUM OF UNDERSTANDING FOR IMPLEMENTING WILDLIFE
CONSERVATION ACTIVITIES IN BODOLAND, ASSAM**

This Memorandum of Understanding (MoU) is entered into this ...22...
day of ..November..2022

BETWEEN

The Bodoland University, P.O.-Rangalikhata, Kokrajhar (BTR), Assam - 783370, hereafter referred to as the "FIRST PARTY" (which term and expression shall unless repugnant to the context mean and include its successors, administrators, executors, legal representatives and assigns) on the ONE PART.

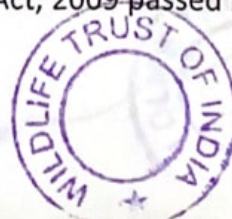
AND

The WILDLIFE TRUST OF INDIA, B-176, First Floor, East of Kailash, New Delhi-110065, hereafter referred to as the "SECOND PARTY" (which term and expression shall unless repugnant to the context mean and include its successors, administrators, executors, legal representatives and assigns) on the OTHER PART.

WHEREAS THE FIRST PARTY is the government academic institution established under the Bodoland University Act, 2009 passed in the Assam


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- b) Build capacity of personnel of either organisation on matters of wildlife conservation by providing opportunities with the second party providing project internships and dissertations and the first party through structured courses and workshops. Jointly formulate project proposals and raise funds to carry out conservation work in the BTR.
- c) Assist in the process by the BTC in submitting proposal to Govt. of Assam for legal upgradation of the status of reserve forest of BTC area to Protected Areas.
- d) Assist in any other activities related to conservation of wildlife and their habitats in the Manas Landscape BTR that may be required at any time during the tenure of the MoU.
- e) Provide use of laboratory facilities in specific joint projects when required.
- f) Sharing of knowledge and intellectuals between the faculties and personnel of both the parties is expected in terms of consultancy, research design, proposal preparation, teaching and training.

AND WHEREAS both the parties desire to implement the above activities in Bodoland, Assam, put the agreement in writing for that purpose

NOW THEREFORE THIS MoU WITNESSETH AS UNDER

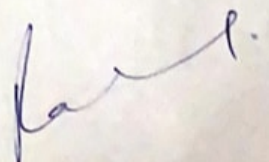
ARTICLE I:

The FIRST PARTY would disseminate the information to the students those who are interested in to gather practical conservation knowledge and submit his or her desire to the concerned Head of the Department. The concerned Head of the Department would communicate to the SECOND PARTY and the arrangement is made mutually agreed upon at the convenience.

ARTICLE II:

Both the parties shall collaborate at all stages of the implementation of all mutually agreed activities, and shall not hinder the execution of these


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A handwritten signature in blue ink, appearing to be "K. S. Saha".

activities. All reports resulting from the projects as well as any publicity in the media will carry names and logos of both parties along with any other requisite logos and acknowledgements that may be deemed necessary for both.

ARTICLE III

Both parties shall hold equal rights to data produced in the event of a joint project. Either party shall seek due permission of the other party in case of generation of reports and publications, documentary films etc., with due credit being given to each party.

ARTICLE IV

Authorship for publications or reports should follow the stated and standard norms of publications and the order of the authors should be determined by mutual consent.

ARTICLE V

Internships and dissertation works shall be self-funded. Either party shall provide in kind support to the personnel(s) of the other party like field station support, accommodation, equipment, laboratory facility etc. within the capacity of the either party. Financial support may be considered incase provisions have been made in the respective budgets. However, preference to the students of the FIRST PARTY will be given by the SECOND PARTY in giving opportunity for the internship or dissertation work or voluntary service.

ARTICLE VI

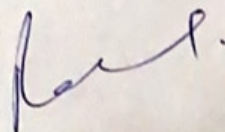
Any scholar working in a joint project with the SECOND PARTY, may get the preference to get enrolment into PhD programme, if the project duration and nature of work support for a PhD research, following all norms of the FIRST PARTY. Qualified persons from the SECOND PARTY may apply for the co-supervision under the FIRST PARTY PhD programme in such case(s).

ARTICLE VII

The qualified student(s) after passing out from the FIRST PARTY would get preference to be absorbed either in the project(s) solely being run by the


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SECOND PARTY, or as employee preferably in the BTR following all rules and regulations of the SECOND PARTY.

ARTICLE VIII

The SECOND PARTY would provide short-term training / summer training / research scholar(s)/ faculty of Bodoland University in their respective areas of specialization and vice versa.

ARTICLE IX

The FIRST PARTY would collaborate with the SECOND PARTY to organise projects related to transfer of technology to farmers and capacity building in its surrounding villages in BTR.

ARTICLE X

Both the parties may apply for collaborative projects to National and International funding agencies if agree in terms and conditions and would undertake joint research/academic programme/ outreach programme in BTR. Both the parties may jointly organize seminar/workshops if agreed on common issues. The faculties of the FIRST PARTY and the personnel of the SECOND PARTY may act as resource person during such training and workshops.

ARTICLE XI

The qualified personnel of the SECOND PARTY may be invited as visiting faculty without remuneration to take special classes (both in theory and practical) of the FIRST PARTY if conditions are suitable and permissible.

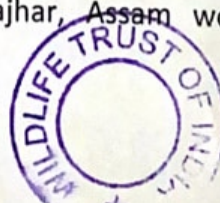
ARTICLE XII

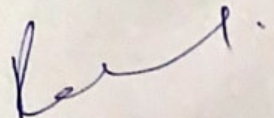
The FIRST PARTY faculties will help the SECOND PARTY in identifying fauna and flora; however, the herbaria collected by the SECOND PARTY will be deposited to the Botany Department of the FIRST PARTY.

ARTICLE XIII

In the event of any dispute, disagreement or differences between the parties hereto arising out of this agreement and its implementation, the party shall try to resolve it amicably. However, failing such resolution both parties shall appoint their respective arbitrators. The parties agree that the Registrar, Bodoland University, Kokrajhar, Assam would be the


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arbitrator for the FIRST PARTY and the Chief Executive Officer, Wildlife Trust of India would be the arbitrator of SECOND PARTY. The decision by mutual agreement of the two arbitrators shall be final and binding on both the parties.

ARTICLE XIV

This MoU shall come into force with effect from the date of its signature and shall be valid for a period of five years unless either of the parties gives to the other a written notice, three months in advance of its intention to terminate the MoU any time before the period of expiry of the MoU. The MoU may be renewed for a further period on consent of both of the parties. It may also be modified or amended on mutual consent of both the parties.

ARTICLE XV

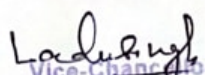
Both the PARTIES shall collaborate at all stages of the implementation of all mutually agreed actions, activities, initiatives and shall do nothing that may hinder the execution of the same.

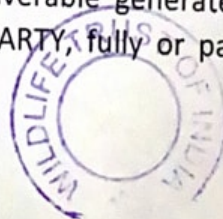
ARTICLE XVI

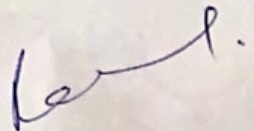
Both the PARTIES accept that its individual conduct will (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For guidance on doubts, the obligations of the Parties to the MoU are subject to these respective compliance with applicable laws and regulations.

ARTICLE XVII

INTELLECTUAL PROPERTY RIGHTS: The copyright in all the contents, material and deliverables specifically prepared by the SECOND PARTY for the FIRST PARTY under this Agreement shall be under sole ownership of SECOND PARTY. The FIRST PARTY should intimate and give due credit to the SECOND PARTY in case if it desires to use the training material/ resource material and /or any other deliverable generated out of this project being designed by the SECOND PARTY, fully or partially, at any


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point of time in future. Alternately, if the FIRST PARTY prepares training material/ resource material and /or any other deliverable, shall be the sole owner; however, if the SECOND PARTY desires to use those materials for greater cause of society, can use with due credit to the FIRST PARTY.

ARTICLE XVIII

Confidentiality: Both the PARTIES and their respective employees may during progress of implementation the project, acquire or be exposed to information that is proprietary or confidential to the other PARTY, its affiliation or their respective clients.

Both the PARTIES undertake to

- (i) Hold all such information in strict confidence
- (ii) Not to disclose such information in whole or in part to any other person other than its officers, employees and agents who need to know the confidential information for the purpose authorized hereunder provided that each such officer/employee or agent has agreed in writing to maintain confidentiality of the confidential information in accordance with the terms hereof, and
- (iii) Not to use such information for any purpose other than that may be strictly necessary for the performance of the assignments under this MoU.

ARTICLE XIX

No media or public communication about this MoU will be done without the prior approval of the Review and Monitoring Committee or an authorized official as designated by this Committee. However, individual project activities and/or results may be communicated to the media giving joint credits to BOTH PARTIES. It is understood that apart from BOTH PARTIES, any donor to the SECOND PARTY providing additional support to the envisaged work, shall also be duly credited and acknowledged at any public communication, including collaterals, banners, project signage and press.


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ARTICLE XX

This MoU will be governed by and construed in accordance with the laws of India and PARTIES submit to the exclusive jurisdiction of the competent court at New Delhi and/or Guwahati.

ARTICLE XXI

It is made clear that the PARTIES have no intention to legally bind each other by this agreement and no PARTY shall have the right to file any claim against the other party for breach of the agreement.

ARTICLE XXII

In the event of any dispute, disagreement or differences between the PARTIES hereto arising out of this MoU and its implementation, the PARTIES shall try to amicably resolve the same. However, failing such resolution, the joint decision by CEO, Wildlife Trust of India and Registrar, Bodoland University, Kokrajhar shall be final.

ARTICLE XXIII

Force Majeure. Neither party shall be responsible for non-fulfilment of their respective obligations under this MoU due to exigency of one or more of the force majeure events such as, but not limited to, acts of GOD, fire, earthquake, epidemics, governmental actions, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the party shall jointly decide about the future course of action.


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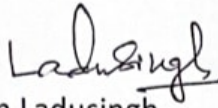


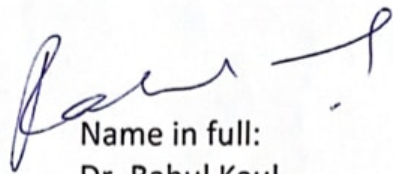

IN WITNESS WHEREOF, the PARTIES above named have hereto signed this MoU and affixed thereto their seals.

Executed at New Delhi on the day and month and year herein above written.

FIRST PARTY

SECOND PARTY

Name in full: 
Prof. Laishram Ladusingh


Name in full:
Dr. Rahul Kaul

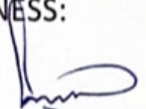
Designation: Vice Chancellor, Bodoland University
Vice-Chancellor
Bodoland University
Kokrajhar

Designation: CEO, WTI



WITNESS:

1)


REGISTRAR
Bodoland University
2) Kokrajhar-783370
Assam


22 NOV/2022

Prof. Hilloljyoti Singha
HOD, Department of Zoology.
Bodoland University.