

MEMORANDUM OF
UNDERSTANDING

FOR

Collaboration to carry out Orchid
Conservation in Goalpara, Assam

BETWEEN

Goalpara College

AND

Regional Orchid Germplasm
Conservation & Propagation Centre,
TOSEHIM

INTRODUCTION

The biodiversity rich state of Assam is hosted by several species of Orchids. With more than 400 species, Assam ranks among the top ten diverse states of India in terms of the species wealth. But with decreasing habitats, most of the orchids are facing extinction at a higher pace. Goalpara district, one of the largest districts of Western Assam, holds a good forest cover and is home to several orchid species, both epiphytic and ground ones. With concerned conservative efforts, the orchid wealth of the district can be boosted and preserved.

INSTITUTIONAL PROFILES

Goalpara College

Goalpara College is an old and premier institution of higher learning in Western Assam, India. The Goalpara College, Goalpara, Assam was established in 1955 and has been recognized by the UGC since 1965. The Goalpara College has received NAAC accreditation of Grade B. The college has 2-year Higher Secondary courses in Science, Arts and Commerce under the Assam Higher Secondary Education Council. The Goalpara College offers 3-year under graduate courses in Science, Arts and Commerce under the Gauhati University. The College also provides distance and open education under KKHSOU (Krishna Kanta Handique State Open University) and IDOL (Institute of Distance and Open Learning), Gauhati University. Goalpara College intends to ingrain high moral values both amongst teachers and students. The professional approach along with a fine sense of commitment to teach makes every student inculcate the spirit of knowledge, skill and humanitarian values for the welfare of the people of this planet. The college fraternity are sincerely committed to the cause of empowerment of the aspiring youths of our nation through the access to higher education both in general as well vocational courses both at the individual and social levels. It has large and green campus with many old trees which can host a myriad of epiphytic orchid species.

Regional Orchid Germplasm Conservation & Propagation Centre, TOSEHIM

It is one of the largest and most successful germplasm conservation centre in the state of Assam and whole of NE India. It was established in the year 1994 and since then it has been attracting several nature enthusiasts, orchid lovers, growers, students and researchers

across, for multitude of motives. It hosts about 200 orchids distributed in Assam, about 250 from the neighboring regions of India and several others from other South Asian countries. The centre also has several other important plants such as *Pandanus*, *Begonia*, etc. However, special attention is provided to native, lower elevation species, as concerned to the specificity of the plants and area. It now spans an area of 1.5 hectares, spacing 03 greenhouses and providing natural habitat for several epiphytic orchids. This is a part of the society formed in 2012, devoted to documenting and conserving the orchids of Eastern Himalaya "The Orchid society of Eastern Himalaya (TOSEHIM)". The society has one more centre with similar ideas of it in Kalimpong, West Bengal for the temperate species.

PREAMBLE

***Whereas** Goalpara College and Regional Orchid Germplasm Conservation & Propagation Centre have common visions of a sustainable future and complementary mission*

***Whereas** both Goalpara College and Regional Orchid Germplasm Conservation & Propagation Centre wish to initiate effective cooperative relationships that will have positive impacts on biodiversity related research, and recognize the value of strengthened institutional and program collaboration in this regard.*

And

***Whereas** both Goalpara College and Regional Orchid Germplasm Conservation & Propagation Centre have the capacity to enter into an understanding and that their concerned Officers have the authority to approve, sign and supervise implementation of agreements for their respective institutions;*

***Now Therefore,** Goalpara College and Regional Orchid Germplasm Conservation & Propagation Centre inspired by their common objectives to strengthen a cooperative relationship to achieve common strategic objectives of promoting biodiversity related research through testing and execution of plant related research, set forth in this Memorandum of Understanding.*

PROVISIONS

Goalpara College and Regional Orchid Germplasm Conservation & Propagation

Centre jointly referred to hereinafter as 'The Parties'. This Memorandum of Understanding sets out **seven (7) articles** as follows:

ARTICLE I - OBJECTIVES

The Parties want to promote research in the field of Orchid related studies, in Goalpara. Therefore, both the parties will develop and carry out botanical research activities in the region. Building on these research activities, the Parties will develop joint project proposals.

ARTICLE II - COOPERATION ON THE FOLLOWING ACTIVITIES:

The Parties agree on the following points:

- 1) A sub-station for maintaining the orchid germplasm of the district is to be developed in Goalpara College.
- 2) Training and exchange visit of relevant staff between Goalpara College and Regional Orchid Germplasm Conservation & Propagation Centre.
- 3) Scientific exchange on orchid related research and activities.
- 4) Exchange of biological specimens collected during research activities.

ARTICLE III – EFFECTIVE DATE, AMENDMENTS AND TERMINATION

This Memorandum of Understanding will come into effect on the date of signature and shall remain in force until 19 Dec 2026, unless otherwise agreed by the Parties upon the Parties written consent.

This Memorandum of Understanding supersedes all prior understandings regarding

The terms of this Memorandum of Understanding can be amended, with the approval of both Parties, by means of exchange of letters through the authorized officials at each institution. Either Party may initiate the exchange of letters.

This Memorandum of Understanding may be terminated by either Party by giving written notice of intent to terminate the understanding. Such termination shall not affect the execution and conclusion of specific activities in effect under the terms of this Memorandum of Understanding nor publication and dissemination of results of research in progress. Such notice will be given three months in advance of the desired termination date.

Notices to the respective Parties shall be addressed to:

citation is requested and modification is purely on a prior consent basis.

If a Joint Work is produced and published, all joint authors are joint owners of the entire work (as opposed to each author only owning their own contribution.) As a co-owner of the entire work, any joint author can:

- Modify, reproduce, and distribute copies of the entire work without consent of the other owners.
- Grant a nonexclusive license to others to use the work without obtaining the consent of the other co-authors
- Transfer her or his interest to a third party (by written assignment) with the permission of the other owners.

The ownership of intellectual property that exists prior to the commencement of this Memorandum of Understanding ('**Pre-existing Intellectual Property**') shall not be altered or transferred merely by virtue of its use for the projects contemplated here under.

The names and logos of the Parties are registered marks and may not be used without permission.

Data use and access

Raw data generated through activities covered by this Memorandum of Understanding and the protocols that describe it are intellectual property and hence the previous paragraphs are relevant.

In addition:

- a. All such raw data and protocols will be accessible by both Parties;
- b. Parties will agree the specific objectives in collecting any data, and the time frame for meeting those objectives;
- c. During that time, named scientists or students from either party may have exclusive use of the data in order to meet the agreed objectives;
- d. After the agreed time limit, either party may use the data to meet those objectives; and

Authorship

The authorship of all reports, articles, books or other outputs resulting from activities under this Memorandum of Understanding will be determined by usual scientific norms.

Specifically:

1. All scientists involved in conceiving, planning, implementing or analyzing any

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ARTICLE IV – INTELLECTUAL PROPERTY

NON-PROPRIETARY INFORMATION/OWNERSHIP OF INTELLECTUAL PROPERTY/USE OF LOGOS

All intellectual property created under this Memorandum of Understanding is considered jointly owned by the Parties to this Memorandum of Understanding. Each Party will execute its ownership rights in accordance with its policy on intellectual property.

Under the framework of this Memorandum of Understanding, '**Intellectual Property Rights or IPR**' means all intellectual property rights, including: (a) information, literary text, plant breeder's right, patents, copyright, registered designs, artwork, trademarks and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in (a).

The Parties agree that any information developed under this Memorandum of Understanding will be made publicly available.

Any creative work developed by the parties under the framework of this Memorandum of Understanding, including but not limited to all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the '**Joint Work**'), shall remain the joint intellectual property of the Parties provided however that the Parties agree and acknowledge that the Joint Work shall be used exclusively for non-commercial purposes.

Parties to this Memorandum of Understanding actively encourage the wide dissemination of creative works, eg publications. Permission to make digital or hard copies of the joint creative work for personal use, education, research, training or other non-commercial use is hereby granted without fee and without formal request. Where any material is reproduced for training or other outreach activity the user is requested to supply a copy (electronic or other format) along with the details of use, and the proper citation. Proper

- activities will be invited to be authors of outputs resulting from the activity.
2. Scientists become authors if they then make a substantial intellectual contribution to drafting, reviewing and revising the output and they approve the final version.

Members of either Party cannot claim authorship on the basis solely of their position in the organization, or on other roles in activities which do not meet conditions 1 and 2.

ARTICLE V - SETTLEMENT OF DISPUTES

Any disputes about the interpretation or application of this Memorandum of Understanding will be resolved by consultations between the Parties through arbitration and will not be referred to any national or international tribunal or third party for settlement.

In all respects relating to performance under this Memorandum of Understanding, the Parties agree to be governed by the provisions of this Memorandum of Understanding.

ARTICLE VI - SURVIVABILITY

The provisions Articles IV and V of the Memorandum of Understanding shall survive its termination in any manner.

ARTICLE VII- NON-BINDING/RELATIONSHIP OF THE PARTIES

Nothing in this Memorandum of Understanding shall be construed to create a relationship between the Parties, nor to render any party liable for the debts or obligations incurred by any other. No Participant is authorized to make representations on behalf of the others, or to bind the others in any manner whatsoever except as otherwise provided herein.

IN WITNESS THEREOF, in the interest of implementing this Memorandum of Understanding for mutual benefit to the Parties, two (2) original copies of this Memorandum of Understanding are signed by the respective officers on the day, month and year indicated against each signatory.

Signature

Director - Regional Orchid Germplasm
Conservation & Propagation Centre,
TOSEHIM

Date: 19/12/2021

Signature

Principal
Goalpara College
Goalpara,

Date: 19/12/2021

Witness

(1)

Signature:

Name: Dr. Jintu Sarma

Designation: President, TOSEHIM (Assam Circle)

Date: 19/12/21

(2) Roma Gogoi

Signature:

Name: Roma Gogoi

Designation: TOSEHIM Member

Date: 19/12/21

Witness

(1)

Signature:

Name: Depankar Borah

Designation: Assistant Professor

Date: 19/12/21

(2)

Signature:

Name: Dr. Someswar Rao

Designation: Associate professor

Date: 19/12/21