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25 OCT 2019

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தமிழ்நாடு

MEMORANDUM OF UNDERSTANDING BETWEEN TIRUPPUR CITY MUNICIPAL CORPORATION, VETRY FOUNDATION, TIRUPPUR AND INSTITUTE OF FOREST GENETICS AND TREE BREEDING, COIMBATORE FOR DEVELOPING BAMBOO PLANTATIONS IN TIRUPPUR.

This tripartite agreement made and entered into between INSTITUTE OF FOREST GENETICS AND TREE BREEDING (IFGTB), an autonomous Institute under Ministry of Environment, Forests and Climate Change (MoEF&CC), Government of India, functioning at P. B. No: 1061, R. S. Puram, Forest Campus, COIMBATORE (hereinafter called as IFGTB which expression shall where the context so admits include its successors) on the one part

BETWEEN TIRUPPUR CITY MUNICIPAL CORPORATION, TIRUPPUR functioning to provide essential services such as water supply, sewerage, street lights, waste management, roads, markets and drains to residential colonies to residents of Tiruppur Corporation Limits (hereafter called as TC which expression shall where the context so admits include its successors) on the second part as per Civil Regulation; dt:

AND

VETRY (Voluntary Organisation For People Empowerment Of Rural Areas By Youth) - TRUST formed to meet the objective of promoting environmental development activities such as mass tree planting & rejuvenation of water bodies and functioning from S. F. No: 77, Classic

[Signature]

[Signature]
COMMISSIONER
Tiruppur City Municipal Corporation

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Compound, Periyandipalayam, TIRUPPUR, (R. No. 1211 dated 2004) (hereinafter called as VT which expression shall where the context so admits include its successors) on the third part

WHEREAS the TC & VT has requested IFGTB to develop bamboo plantations in Tiruppur and whereas IFGTB has accepted the proposal detailed at Annexure-1, hereinafter called as ACTIVITY shall form part of this agreement and for which the financial arrangements, right and responsibilities of the parties have to be spelled out.

NOW THEREFORE PARTIES HERETO AGREE AS FOLLOWS: —

A: RIGHTS AND RESPONSIBILITIES OF IFGTB:

1. IFGTB shall undertake the ACTIVITY in accordance with the scope of the proposal and as per guidelines of NBM as detailed in Annexure-1 of the agreement.
2. Planting Stock requirement and technical details for the establishment of bamboo plantation shall be provided by IFGTB through NBM programme as per its approved guidelines.
3. IFGTB shall designate Shri. Maria Dominic Savio, Nodal Officer & PI of NBM to coordinate for execution of this ACTIVITY.
4. IFGTB shall have the right to display the signage for bamboo plantation as per guidelines of NMB, Gol.

B. RIGHTS AND RESPONSIBILITIES OF TC

5. TC would make available the government land free from encumbrances at Tiruppur District, Palladam Taluk, Iduvai Village, measuring 11.89 acres vide Survey No. 288/1,2,3 for a period of 10 years for raising bamboo plantations by IFGTB and its maintenance for initial 3 years and thereafter by VT for next 7 years. VT shall make funding contribution in amounts and at times set out for the ACTIVITY as in Annexure 1.
6. TC would make the land earmarked for raising bamboo plantation with proper fencing as well as bore well and Over Head Tank (OHT) for protection as well as maintenance during entire ACTIVITY duration of 10 years. All related expenses of the above including Electricity charges for water pumping and general lighting shall be borne by TC.
7. TC would make available the land earmarked for raising bamboo plantation for the field visits by Scientists of IFGTB and VT staff to carry out experiments, research and extension activities in connection with the ACTIVITY as and when required for the ACTIVITY duration of 10 years.
8. This bamboo plantation will be upgraded and developed to Biodiversity Park as per the guidelines given by the Central / State Government or Corporation council at time of rule in future.
9. TC shall designate a nodal officer for coordination purpose for execution of activities.

C. RIGHTS AND RESPONSIBILITIES OF VT

1. VT would provide logistical support in terms of labourers, tools in machinery to IFGTB to carry out ACTIVITY as detailed in Annexure-1 for the duration of 10 years.
2. VT would take care of protection, maintenance of bamboo plantations after initial 3 years at its own cost.
3. VT shall enable participation of its Trustees and Members in the ACTIVITY as per agreement.
4. VT shall designate nodal officer for execution of ACTIVITY.




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D. FINANCIAL ARRANGEMENT:

In consideration of the ACTIVITY to be carried out by IFGTB along with TC and VT, IFGTB and VT shall fund the ACTIVITY listed in Annexure I.

E. CONFIDENTIALITY:

1. IFGTB and investigators shall treat any information / data and codes of computer programmes generated in connection with the collaboration in strict confidence and shall not disclose or pass on the same to a third party without the written consent of the other partners.
2. All the parties shall take all reasonable steps to keep confidential (and ensure that its employees, students, associates and agents also keep them confidential), any subject matter and information or material classified as confidential whether technical or commercial, acquired formally or informally by either party from the other or their staff or students or by the Researcher(s) concerned in the work done or to be done under this agreement.

F. INTELLECTUAL PROPERTY RIGHTS:

1. While TC & VT recognizes that IFGTB fully owns the intellectual property (e.g. any technique, process or product) related to this field prior to the commencement of this project, such intellectual property generated during this ACTIVITY shall jointly be owned by IFGTB, TC and VT.
2. Without mentioning the actual genotypes / germplasm lines, scientific component can be published without affecting the commercial interest of VT.
3. Intellectual property rights pertaining to development of new techniques / instruments / methodologies in the area of study shall rest with IFGTB. Intellectual Property rights pertaining to the development of any new product, equipment and identification of chemicals, active agents for such use and manufacturing process for the same shall rest with TC, VT and IFGTB, and shall be decided on case to case basis. TC, VT and IFGTB shall be jointly entitled to file applications for such patents, designs copyright, and other intellectual property rights throughout the world. The cost pertaining to patent registration, filing and processing shall be borne jointly by TC, VT and IFGTB.
4. TC, VT and IFGTB shall be entitled to commercially exploit the results and intellectual property rights generated in the activity in and outside India.
5. Patents / Publications arising out of the project work, if any, shall be jointly authored by the investigators from IFGTB, TC and VT in accordance with their contributions to the claims of the patent or content of the publications. However, the results arising out of this investigation can be used for teaching and research purpose only after all relevant patent applications are filed.
6. While all the trials with improved genetic materials shall be laid by IFGTB, TC & VT jointly, the ownership of the selections of improved genetic materials shall rest with IFGTB.

G. .PERIOD OF AGREEMENT:

This MOU shall stand effective and be agreeable for the ACTIVITY period of ten years from the date of signing to enable to provide sufficient period of activity and to bring noticeable benefit from bamboo plantations. During the period under agreement, the trials laid out shall be maintained and protected by TC & VT from the fourth year onwards. Any change to be made in the established trials shall be the joint decision of IFGTB, TC & VT. There shall be scope for cancellation of MoU by parties if administrative circumstances warrants. However, necessary notification to this effect shall be made one year in advance to have minimum interruption in the joint research efforts.




COMMISSIONER
 Tiruppur City Municipal Corporation



H. NOTICES:

All notice to be given to TC shall be considered as duly served if the same has been delivered to, left with or posted by registered mail to the TC at its registered address in Tiruppur. All notices and other communications required to be served on VT under the terms of this agreement, shall be considered to be duly served if the same has been delivered to, left with or posted by registered mail to the party at its last known address of business. Similarly, any notice to be given to the IFGTB shall be considered as duly served if the same has been delivered to, left with or posted by registered mail to the IFGTB at its registered address in Coimbatore.

I. ARBITRATION:

Except as hereinbefore provided, any dispute arising out of this agreement, shall be referred to the arbitration of three arbitrators, one to be appointed by each party to the dispute. In case of difference of opinion between them, the dispute shall be referred to a third party arbitrator appointed on mutual consensus by the said three arbitrators. The decision of such arbitrators or third party arbitrator, as the case may be, shall be the final and binding on all parties. The venue of arbitration will be at such place as may be fixed by such arbitrators and the arbitration proceedings shall take place under the Indian Arbitration and Conciliation Act 1996.

SEAL OF PARTIES

In witness thereof the parties hereto have signed this agreement on the date, month and year mentioned herein below.

PARTIES

For and on behalf of
IFGTB, Coimbatore

Signature:

डॉ. एस. पुरुषोत्तम
Dr. S. Purushottam
निदेशक / Director
वन आनुवंशिकी एवं वृक्ष प्रजनन संस्थान
Forest Genetics & Tree Breeding
मन्सूर-६४१ ००२ / Coimbatore-641 002

Seal:

For and on behalf of
TC, Tiruppur

COMMISSIONER
Tiruppur City Municipal Corporation
Designation:

Seal:

For and on behalf of
VT, Tiruppur

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Designation:



Seal:

Witness (Name & address)

1. R. Vasodha
SCIENTIST G
2. M. Maria Dominic Savio
SCIENTIST-A, IFGTB.

Date:

Witness (Name & address)

- 1.
- 2.

Date:

Witness (Name & address)

1. S. Ganesh
78/1, Tiruvengadam Extra
Mangalam Rd, Tiruppur
2. M. Hari Prakash
18B/5, MARUTHI NAGAR,
NALIYANPUTHUR, PANANARTHAPATHY
SALAM - 636204.

Date:

**MEMORANDUM OF UNDERSTANDING BETWEEN TIRUPPUR CITY MUNICIPAL CORPORATION,
VETRY FOUNDATION, TIRUPPUR AND INSTITUTE OF FOREST GENETICS AND TREE BREEDING,
COIMBATORE FOR DEVELOPING BAMBOO PLANTATIONS IN TIRUPPUR.**

PROPOSED JOINT ACTIVITY OF TC, VT AND IFGTB

Bamboos has been recognized as a special group of plants since the beginning of human civilization because of their diverse uses which include construction, handicrafts, edible shoots, furniture and pulp and paper. Modern uses of bamboo in fields of textiles, panel boards, particle boards as well in air and liquid purification is gaining importance in addition to its ability to reduce and prevent soil erosion. However awareness on the possibilities to raise bamboo as block plantation and to have financial gains through them apart from environmental benefits is yet to reach farmers. Creation of Model bamboo plantations can play an important role in creating awareness amongst the public in general and the farmers in particular on the multiple benefits of bamboo. Government of India has established National Bamboo Mission to promote Bamboo cultivation and Value Addition in lands outside forest. National Bamboo Mission has funded IFGTB through Indian Council of Forestry Research & Education (ICFRE) – Bamboo Technology Support Group (BTSG) to establish Bamboo Model Plantation in agricultural and Urban Ecosystems. According, IFGTB, Coimbatore proposes to establish bamboo plantation in collaboration with Tiruppur City Municipal Corporation, Tiruppur & Vetry Foundation, Tiruppur. The major activity proposed is to raise bamboo plantation by utilizing improve planting stock generated by various stake holder Institutes to increase productivity. The following shall be the broader areas for the proposed joint ACTIVITY of TC, VT and IFGTB.

1. Establish 4 ha. of bamboo plantation in the land belonging to TC vide survey no. 288/1, 2, 3 Palladam Taluk, Iduvai Village in the Tiruppur district of Tamil Nadu.
2. Establish bamboo plantations as demo plantation using improved planting stock developed by various stake holder Institutes of ICFRE.
3. Developing joint Collaborative Research Programme on bamboo plantations for external funding.
4. Promotion of Bamboo cultivation in line with objectives of National Bamboo Mission.
5. Promotion of improved bamboo clonal varieties developed by various stake holder Institutes for the benefit of farmers
6. Enable members of VT by dissemination of products and technologies developed by IFGTB.
7. Organizing farmers outreach programme on bamboo cultivation in farm lands using these plantations...
8. Facilitation of transfer of technologies developed by IFGTB.

TC would provide government land free of encumbrances for raising bamboo plantation with proper fencing and bore well and Over Head Tank (OHT) facilities for irrigating the bamboo plantation. IFGTB shall facilitate supply of quality planting stock of bamboo and design of experiments for the bamboo plantation and its establishment and maintenance for initial 3 years. VT shall provide logistical support towards establishment and management of bamboo plantation for initial three years and would be responsible for protection & maintenance of bamboo plantation for next 7 years. Maintenance and protection of the demo plots shall be ensured by TC & VT. Income generated from such established bamboo plantation shall vest with TC, whereas the scientific data/ biometric data generated will be the intellectual property of IFGTB. However, such scientific information can be shared with TC & VT.





COMMISSIONER
Tiruppur City Municipal Corporation

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PARTIES


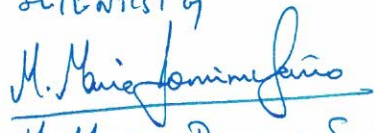
For and on behalf of
IFGTB, Coimbatore

Signature: 

Designation: **मुरुगेशन**
Dr. S. Murugesan
निदेशक / Director

न आनुवंशिकी एवं वृक्ष प्रजनन संस्थान
Seal: Forest Genetics & Tree Breeding
कोयंबटूर-६४१ ००२ / Coimbatore-641 002

Witness (Name & address)

1. 
R. YASHODHA
SCIENTIST G
2. 
M. MARIA DOMINIC SAVIO



Date: SCIENTIST-G, IFGTB.

For and on behalf of
TC, Tiruppur


COMMISSIONER
Tiruppur City Municipal Corporation
Designation:

Seal:

Witness (Name & address)

1. 
2. 

Date:



For and on behalf of
VT, Tiruppur


Designation:

Seal:



Witness (Name & address)

1. 
S. Ganesh,
781, Tirunagar Extn,
Mangalam Rd, Tiruppur.
2. 
M. HARI PARKASH,
188/5, MARUTHI NAGAR
NALLIYANPUTHUR, PANDINATHAPATTI,
SALAM - 636 204

Date: