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14/12/19



# MANGROVE SOCIETY OF INDIA

(Registration No. 90/Goa/1990)

Oceanis Cooperative Housing Society  
500/1/A9, Near GMC, Bambolim, Goa - 403 202, India

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To,  
Dr. Arvind Kulkarni,  
Principal,  
Arts, Commerce and Science college, Lanja,

13 December, 2019

Dear Dr. Kulkarni,

This has reference to your letter no.422/2019-20, dated 25 Sept. 2019 requesting Mangrove Society of India (MSI) permission to start "Mangrove Unit" at Arts, Commerce and Science college, Lanja, Maharashtra. The MSI in the Executive Committee meeting held on 5 October 2019 has accorded approval to form "Mangrove Unit" at your college (refer our letter of approval dated 12 October 2019).

The MSI has formulated following guidelines and objectives for functioning of Mangrove Unit (MU):

1. To create awareness about importance of mangrove ecosystem, its biodiversity and need for protection, conservation and managements amongst the students, researchers and local populace.
2. To organize scientific meetings/workshops/ lecture series/ conferences as and when required.
3. To publish articles/books/magazines/periodicals etc. (in English and local languages) to create awareness about mangroves.
4. To promote any science related to mangrove conservation, protection, restoration and sustainable use.
5. MU should raise funds from memberships, donation, grants from Govt. or Private Agencies,
6. MU may undertake research projects, consultancy etc. MSI, Goa will not provide any financial support to the MU
7. MU will function under the guideline of the Executive Council of MSI, Goa. .
8. MU should furnish detail report of the activities under taken at the end of the year to MSI, Goa.
9. Matter concerning major events and activities to be organized should be done in mutual consultation with each other.

With best regards and season's greetings

Yours sincerely,

Vinod K. Dhargalkar  
Executive Secretary, MSI



New Education Society, Lanja  
Arts, Commerce & Science College, Lanja  
Inward No. 353. Date 14/12/19  
File No.



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# MEMORANDUM OF UNDERSTANDING

BETWEEN

MANGROVE SOCIETY OF INDIA, GOA CHAPTER



AND

NEW EDUCATION SOCIETY'S  
ARTS, COMMERCE AND SCIENCE COLLEGE, LANJA



14<sup>th</sup> December, 2019

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## MEMORANDUM OF UNDERSTANDING

Between

**MANGROVE SOCIETY OF INDIA**

&

**NEW EDUCATION SOCIETY'S, ARTS, COMMERCE AND SCIENCE COLLEGE,  
LANJA**

This MEMORANDUM OF UNDERSTANDING [hereinafter MoU] is made and entered into on this 14 of December 2019 between MANGROVE SOCIETY OF INDIA [**MSI-GC-D**], Dona Paula, Goa, on the ONE PART and New Education Society's Arts, Commerce and Science College, Lanja (hereinafter **ACSCCL**) on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term collaboration in the areas of education, training, outreach and research.

WHEREAS **MSI-GC-D** is involved in wetland research and training.

AND WHEREAS **ACSCCL** an Institution of higher learning.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in undertaking students' research based internship and research projects on wetland as per the expertise and logistics available with the PARTIES.

### *Article 1. Objectives*

- 1.1 Student Internships
- 1.2 Sharing of resources and infrastructure
- 1.3 Organisation of joint activities in research, training, community outreach, co and extra-curricular areas.

### *Article 2. Areas of Research Cooperation*

- 2.1 Wetland Biodiversity, Mangrove ecosystem and Aquaculture.
- 2.2 Marine Ecology and mangrove nursery.
- 2.3 Plantation and awareness programme.



**Article 3. Forms of Cooperation**

- 3.1 Joint Research projects for faculty and students.
- 3.2 Academic projects/ programmes for faculty of Botany and Zoology of **ACSCL**.
- 3.3 Seminars, Workshops, Conferences, trainings and lectures on topics of mutual interest & relevance
- 3.4 Public outreach programmes related to wetland Conservation.
- 3.5 Organizing rallies, conferences, seminars, workshops, mangrove plantation programs.

**Article 4. Exchange of Information and Research Samples**

- 4.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged or arising under the objectives identified under Article 1. The PARTIES shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.
- 4.2 Samples exchanged between the PARTIES shall not be transferred to any third party for research and commercial purposes and that the unutilized portions of such samples must be sent back to the concerned coordinators identified under Article 6.1.

**Article 5. Publications and Intellectual Property Rights**

- 5.1 Any research publications and intellectual property rights arising out of the students- and joint research projects shall be jointly published and, when patented, will be jointly and equally owned by **MSI-GC-D.** and **ACSCL**
- 5.2 The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both **ACSCL** and **MSI-GC-D** and the expenditure incurred thereof shall be borne jointly and equally by **ACSCL** and **MSI-GC-D**.
- 5.3 The upfront fee and royalty accrued from licensing of any intellectual property arising from this collaboration to other PARTY [IES] shall be shared between the PARTIES, the terms and conditions of which shall be the subject matter of a separate agreement between the PARTIES.
- 5.4 The PARTIES shall not assign any rights and obligations to any third PARTIES without consent of the other party.

**Article 6. Implementation**

- 6.1 The PARTIES agree to constitute an Advisory Committee as follows:

Executive Secretary: <b>DR. Vinod Dhargalkar</b>	Principal: <b>DR. Arvind Samb Kulkarni</b>
Convener: <b>Mr. Devanand Kavlekar</b>	Convener: <b>Mr. Dhananjay Madhukar Kshirsagar</b>

- 6.2 The Advisory Committee shall meet at least once in a year either at **ACSCL** and **MSI-GC-D** to review the progress.
- 6.3 Based on the education, training and research requirements of students and staff, the advisory committee shall, in consultation with the faculty and scientists, decide on topics and the mode of cooperation for each of the academic years during the tenure of this cooperation.
- 6.4 The convener and co-convener shall be the contact persons for all the cooperation and other related issues identified in this understanding.

**Article 7. Finance**

- 7.1 Each PARTY shall bear the respective costs of carrying out the obligations under this agreement. Neither PARTY shall make a claim against the other PARTY for any expenditure unless such expenditure has been agreed upon in writing between the PARTIES.

**Article 8. General Provisions**

- 8.1 Research instrumentation, infrastructure and library facilities available at the PARTIES work place(s) shall be made available to the scientists, faculty, research scholars and students of the PARTIES.
- 8.2 The PARTIES shall not use any of the confidential information which is required to be held in confidence for any purpose other than performance of their obligations under this understanding.
- 8.3 The implementation of the areas- and forms of cooperation identified under Articles 2 and 3 shall be subject to the availability and convenience of research students, faculties and infrastructure facilities available at the PARTIES work places.
- 8.4 The PARTY organizing an item of work shall have the nodal responsibility for mobilizing resources and the conduct of such works.
- 8.5 There shall be exchange visits by faculty members for academic and research purposes.
- 8.6 There shall be exchanges of students between both the parties with the convenience of both the parties so that students can be benefitted by the good teachers of both parties.
- 8.7 All questions related to this understanding arising during its term shall be settled by the PARTIES by mutual agreement. The disagreements at the operating level shall be forwarded to the respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified.



- 8.8 Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.
- 8.9 All the collaboration activities pursuant to this agreement shall be conducted in accordance with the laws and regulations governing **ACSCL** and **MSI-GC-D**.

**Article 10. Entry into Effect and Termination**

- 10.1 This MoU shall become effective on the date it is signed by the PARTIES and shall be valid for five years. This understanding may be amended by mutual written agreement and may be terminated at any time by either PARTY upon one month's written notice to the other PARTY.
- 10.2 All joint activities not completed at the expiration or termination of this agreement may be continued until their completion under the terms of this understanding.

**Article 11. Amendments**

- 11.1 This MoU represents the entire understanding between the PARTIES and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.
- 11.2 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the PARTIES and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/ executed unless otherwise agreed to.

**Article 12. Assignment**

- 12.1 This MoU is based on the professional competence and expertise of each PARTY and hence neither PARTY shall transfer or assign this agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

**Article 13. Non-exclusivity**

13.1 The relationship of the PARTIES under this understanding shall be non-exclusive and both PARTIES are free to pursue other agreements or collaborations of any kind. However, when entering into a particular education, training and research agreement, the participants may agree to limit each PARTY's right to collaborate with others on that subject.

This MoU has been executed in two originals, one of which has been retained by **ACSC** and the other by **MSI-GC-D**

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

For and on behalf of **MSI-GC-D**

For and on behalf of **ACSC**



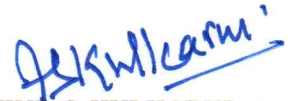
Name: **Dr. VINOD DHARGALKAR**

Title : Executive Secretary, MSI

Seal :



In the presence



Name: **Dr. ARVIND S. KULKARNI**

Title : Principal / Head of Institution

Seal :



In the presence



Name: **Mr. DEVANAND KAVLEKAR**

Title : Convenor

Address: **MSI-GC-D**



Name: **Mr. DHANANJAY M. KSHIRSAGAR**

Title : Convener

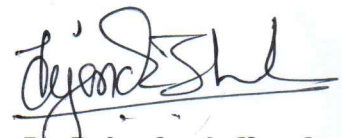
Address: **ACSC**



Name: **Mrs. Vinaya Dhargalkar**

Title : Member, MSI

Address: **MSI-GC-D**



Name: **Dr. Rajendra A. Shevde**

Title : Head of Botany Department

Address: **ACSC**

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