



കേരളം KERALA

CS 365285

COLLABORATION AGREEMENT

between

The Board of Trustees of the Royal Botanic Gardens, Kew

and

The Member Secretary, Kerala State Council for Science, Technology and Environment

and

The Director, KSCSTE Jawaharlal Nehru Tropical Botanical Garden and Research Institute

and

The Director, KSCSTE Malabar Botanic Garden and Institute for Plant Sciences

and

The Director, KSCSTE Kerala Forest Research Institute

and

The Registrar, Kerala Agricultural University

no: 27964
Sold to


REGISTRAR
Kerala Agricultural University
KAU P.O., Thrissur - 680 656

Registrar, KAU,
Vellanikkara.

PRINCE THOMAS
VENDOR No: 32
THRISSUR



19 JAN 2024



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COLLABORATION AGREEMENT

between

THE BOARD OF TRUSTEES OF THE ROYAL BOTANIC GARDENS, KEW, a non-departmental public body with exempt charitable status whose principal place of business is at The Royal Botanic Gardens, Kew, Richmond, Surrey TW9 3AB, UK (the "Coordinator")

and

Kerala State Council for Science, Technology and Environment, an autonomous body constituted under the Kerala State government's Ministry of Science and Technology and having its main administrative offices at "Sasthra Bhavan, Pattom, Thiruvananthapuram, Kerala, India 695004" (the "Lead")

and

KSCSTE Jawaharlal Nehru Tropical Botanical Garden And Research Institute, an autonomous institution constituted under the Kerala State government's Ministry of Science and Technology and having its main administrative offices at "Palode, Thiruvananthapuram, Kerala, 695562, India"

and

KSCSTE Malabar Botanic Garden and Institute For Plant Sciences, an autonomous institution constituted under the Kerala State government's Ministry of Science and Technology and having its main administrative offices at Kozhikode, 673 014, Kerala, India



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and

KSGSTE Kerala Forest Research Institute, an autonomous institution constituted under the Kerala State government's Ministry of Science and Technology and having its main administrative offices at Peechi, Thrissur, Kerala, 680653, India

and

Kerala Agricultural University, an education and research institution under the Kerala State government's Ministry of Agriculture, Fisheries and Animal Husbandry constituted under the 'K.A.U. Act No.33 of 1971' by the Kerala state government and its main administrative offices at 'KAU Main Campus, Vellanikkara, Thrissur, Kerala, 680656, India'

hereinafter referred to as the "Parties" and each of them being a "Party"

BACKGROUND

The Parties have held discussions and agreed to collaborate on a project entitled "Connecting People with Nature and Conservation of Orchids", (the "Project"). At the time of entering into this agreement, each of the Parties shall fund its own activities contributing to the Project as outlined in Schedule 1. During the term of this Agreement, the Parties may jointly apply for further funds and agree on additional activities in furtherance of the Project or other aligned areas of collaboration. The Parties hereby confirm their intention to collaborate in furtherance of the Project in accordance with the terms and conditions contained in this agreement (the "Agreement").


REGISTRAR
Kerala Agricultural University
KAU P.O., Thrissur - 680 656
Value Rs 50/-

NO: 27965
Sold to

Registrar, KAU,
Vellanikkara.

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CS 365287

TERMS AND CONDITIONS

It is hereby agreed as follows:

1. The Project

- 1.1. The Parties will each use their reasonable endeavours to collaborate on the Project and carry out the activities assigned to them as set out in Schedule 1.
- 1.2. The Project shall commence on April 3rd 2023 and shall continue for five years, unless extended in writing by the Parties.
- 1.3. Viswambharan Sarasan and Pradeep Kumar S. Nair (Member Secretary/KSCSTE) of the "Coordinator" and "Lead" respectively or their respective successors within their organisations, if applicable are designated the Project Leaders and shall have overall responsibility for the coordination of the Project.
- 1.4. The Project Leaders shall organise regular meetings during which the Parties discuss the progress of the Project and any potential new activities. The Parties will prepare year-end reports and the project leaders will collate and finalise the combined report for submission to funding bodies and stake holders and other contributors of the Project.


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Kerala Agricultural University
KALPO, Thrissur - 680 656
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Vellanikkara.

2. Future Projects and Areas of Collaboration

2.1 In addition to their collaboration on the Project outlined in Schedule 1, the Parties wish to:

- Plan and/or execute further projects aimed at improving native orchid conservation in the state of Kerala;
- Collaborate and support each other in funding applications for future projects and activities;
- Collaborate with KSCSTE's state nodal office for launching and expand education and outreach programmes at school level with support from India government's National Green Corps scheme; and
- Collaborate on display of native orchids of India at festivals and exhibitions in both India and the UK to improve conservation of species on the brink of extinction.

2.2 The Parties acknowledge and agree that this Agreement is intended to set out general principles that will apply to future activities that may form part of the collaborative relationship. Where specific projects are identified involving for instance the production of intellectual property, the (joint) application for grant funds and so on, the Parties will, once the particular details are agreed, enter into a project specific agreement or addendum to this Agreement which will set out how the project and its intellectual outputs will be conducted and how any funding will be managed.

3. Publications

3.1 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted in pursuance of the Parties' academic and research functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.

3.2 The Parties anticipate working jointly on academic publications arising from their collaborative work. The Coordinator shall lead on the practicalities of such publications including submissions and reviews of submitted papers. Authorship of the Primary Publication shall be in accordance with normal academic practice. Prior to the publication of articles directly arising from the work of more than one Party on the Project, each Party shall endeavour to circulate proposed publications to the Coordinator at least 30 days in advance of submission for publication. Each Party retains the right to request (such request not to be unreasonably refused) the delay of a publication in order to seek Intellectual Property protection for Results generated in the course of the Project if publication would reasonably prejudice such protection. Such delay shall not exceed 3 months, unless mutually agreed between the relevant Parties. Notification of the requirement for delay in submission for publication must be received by the publishing Party within thirty (30) days after the receipt of the material by the other Party/Parties, failing which the publishing Party shall be free to assume that the other Party/Parties has no objection to the proposed publication. The provisions of this sub-clause 3.2 shall survive termination or expiry of this Agreement for the period of one year.

3.3 Notwithstanding clause 3.2 above and clause 5 (Confidentiality), each Party shall be entitled to publish articles directly arising from its solely owned Results.

3.4 No Party shall use the name or any trademark or logo of any other Party or the name of any of its staff or students in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the Party(s).

4. Intellectual Property

4.1. In this Agreement, "Intellectual Property" shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights,


REGISTRAR
Kerala Agricultural University
Thrissur - 680 656

- 7.5. Nothing in this Agreement limits or excludes either Party's liability for:
- death or personal injury resulting from negligence; or
 - any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

8. Transfer of Materials

- 8.1 Unless otherwise mutually agreed on a case-by-case basis there will be no exchange of any plant related material under this Agreement.
- 8.2 In the event that any plant material is being shared by any Parties under this Agreement, such Parties agree to handle the transfer of plant materials in an appropriate and legally compliant manner including, without limitation ensuring such transfers are made in accordance with the Convention on International Trade in Endangered Species (CITES), the Convention on Biological Diversity (CBD) and relevant national and regional laws and regulations concerning biodiversity including laws relating to access to plant genetic resources, associated benefit sharing and traditional knowledge.

9. Compliance with applicable Laws

The Parties shall procure that in carrying out the Project, they will comply with all applicable laws, regulations and statutes, including those relating to modern slavery and anti-bribery. Non-compliance with this clause by one Party shall not be sufficient justification for non-compliance with the rest of the Agreement by the other Party(s).

10. Force Majeure

A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damages, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party.

11. No assignment

No Party will assign this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, denied or delayed.

12. Notices

The Coordinator's representative for the purpose of receiving notices shall until further notice be:

Research Leader, Viswambharan Sarasan v.sarasan@kew.org

with a copy to:

Senior Research Leader, Mike Fay m.fay@kew.org

The Lead's KSCSTE representative for the purpose of receiving notices shall until further notice be:


Member Secretary, Pradeepkumar S Nair dr.s.pradeepkumar@gmail.com

with a copy to: ms.kscste@kerala.gov.in

KSCSTE Jawaharlal Nehru Botanic Garden and Research Institute's representative for the purpose of receiving notices shall until further notice be:

Director, Pradeepkumar S Nair dr.s.pradeepkumar@gmail.com

with a copy to:

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Registrar
Kerala Agricultural University
KAU P.O., Thrissur - 680 656

ms.kscste@kerala.gov.in

KSCSTE Malabar Botanic Garden and Institute of Plant Science's representative for the purpose of receiving notices shall until further notice be:

Director, NS Pradeep dmspradeep@gmail.com

with a copy to:

ms.kscste@kerala.gov.in

KSCSTE Kerala Forest Research Institute's representative for the purpose of receiving notices shall until further notice be:

Director, Dr K. P. Sudheer, directorkfri@kfri.org

with a copy to:

ms.kscste@kerala.gov.in

Kerala Agricultural University's representative for the purpose of receiving notices shall until further notice be:

Registrar, Dr. A. Sakeer Husain, registrar@kau.in

with a copy to:

Director of Research, Madhu Subramaniam, dr@kau.in

13. Dispute Resolution

- 13.1 In the event of any dispute between the parties arising in connection with this Agreement, the directors of the Parties will communicate using their best efforts to resolve the dispute or disagreement.
- 13.2 If the dispute cannot be so resolved, the Parties will refer it to an independent mutually agreed expert and ask that expert to recommend a resolution of the dispute.
- 13.3 Neither Party may commence any proceedings in any court of law in relation to any dispute arising in connection with this Agreement until it has attempted to settle the dispute by use of the procedure set out in this Article 13 and that procedure has failed to produce an outcome satisfactory to the Parties, provided that nothing in this clause shall prevent any Party to this Agreement seeking a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary to prevent irreparable damage.

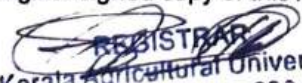
14. Entire Agreement

This Agreement and its Schedules (which are incorporated into and made a part of this Agreement) constitute the entire agreement between the Parties for the Project and no statements or representations made by any Party have been relied upon by the other in entering into this Agreement.

15. Counterparts

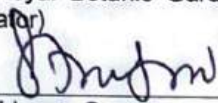
This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by e-mailed portable document format file or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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Registrar
Kerala Agricultural University
KALLP.C., Thrissur - 680 656

IN WITNESS WHEREOF this Agreement is executed as follows:

for and on behalf of The Board of
Trustees of the Royal Botanic Gardens,
Kew (the Coordinator)

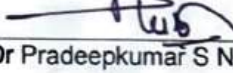
Signed: 
Viswambharan Sarasan

Name: _____
Research Leader

Title: _____

Dated: 1/2/2024

for and on behalf of Kerala State Council
for Science, Technology and
Environment, the Lead

Signed: 
Dr Pradeepkumar S Nair

Name: _____
Member Secretary

Title: _____

Dated: 01/02/2024

for and on behalf of Kerala Agricultural
University

Signed: 
Dr. A. Sakeer Husain

Name: **REGISTRAR**
Registrar, **Kerala Agricultural University**

Title: **KAU P.O., Thrissur - 680 656**

Dated: _____