**MEMORANDUM OF AGREEMENT**

**Between**

**The Bay of Bengal Programme Inter-Governmental Organisation**

**And**

**BIMReN Lead Research Institute in India**

The Memorandum of Agreement **(“MOA”)** is made and entered into ………………...., **(“Effective Date”),** BETWEEN, …………………………………………………… with its Headquarters located at……………………………………, (hereinafter referred as **“Lead Research Institute in India or LRII”**)

AND

Bay of Bengal Programme Inter-Governmental Organisation, with its office at 91, St. Marys Road, Chennai – 600 018 (hereinafter **“BOBP-IGO”)**

Under this MoA, the parties are hereinafter referred to collectively as **“THE PARTIES”**

WHEREAS:

The BOBP-IGO and the LRII recognize the importance of fostering broad-based cooperation among BIMSTEC member countries in the field of marine research and education and express our intent to establish the BIMSTEC-INDIA MARINE RESEARCH NETWORK (BIMReN) with the goal of

* + ***Promoting*** greater regional cooperation in the field of marine sciences and blue economy in the Bay of Bengal region, through collaboration in research, education, and development;
  + ***Aligning*** with the principles of the 'SAGAR: Security and Growth for all in the Region' and 'Neighbourhood First' policy of the Government of India;
  + ***Contributing*** to the objectives of the BIMSTEC, including enhancing people-to-people contact, promoting fisheries, aquaculture, trade, energy, and cultural cooperation.

***BIMReN is in alignment with India's intention to support research in marine sciences among the Bay of Bengal littoral countries and develop platforms and initiatives that can enhance collaboration between the regional scientists and experts in maritime domain as outlined by Shri. S. Jaishankar, Hon’ble External Affairs Minister of India, and endorsed by Hon’ble Prime Minister of India, Shri. Narendra Modi during Fifth BIMSTEC Summit, held in Colombo, during 29-30 Mar 2022.***

This MOA outlines the terms and conditions of the collaboration between MEA and BOBP-IGO for the implementation of the BIMReN Scheme.

**Key Terminologies**

**Lead Research Institute in India (LRII):** The research or academic organization which submits the proposal for BIMReN Twinning Research Grant as the nodal institute to BOBP-IGO.

**Partner Research Institute(s) in India (PRII):** The research or academic organization(s) in India, which partner(s) with the LRII for implementing the BIMReN Twinning Research Grant proposal submitted to BOBP-IGO.

**Collaborating Research Institute in BOB (CRI-BOB):** The research or academic organization in BIMSTEC Member Countries, which collaborates with the LRII for implementing the BIMReN Twinning Research Grant proposal submitted to BOBP-IGO.

**Partner Research Institute(s) in BOB (PRI-BOB):** The research or academic organisation (s) in BIMSTEC Member Countries, which partner with the CRI-BOB for implementing the BIMReN Twinning Research Grant proposal submitted to BOBP-IGO.

***Note:***

***While LRII and CRI-BOB are the essential nodes for the operationalisation of the BIMReN Twinning Research Project, PRII and PRI-BOB are not the mandatory elements but enabling options for the LRII and CRI-BOB, respectively, to broad base the research network.***

The key provisions of the MOA are as follows:

1. **Agreement**

It is agreed that, [Organization Name] expressed its desire to undertake the BIMReN Twinning Research Project entitled, …………………………………………………………………………………, as a **Lead** **Research Institute in India (LRII), i**n collaboration with [Organization Name], [Country Name] as CRI-BOB.

The PRII and PRIBOB in the Proposal are as under:

PRII(s) : [Organization Name], INDIA

PRIBOB(s) : [Organization Name], [Country Name]

1. **Responsibilities of Parties**

The BOBP-IGO and LRII will adhere fully to all relevant laws and rules of India, and/or Directives of the GoI, when making decisions regarding BIMReN Twinning Research Program.

1. **BOBP-IGO**
2. Disburse the funds as per the funding schedule agreed.
3. Monitor the progress of the program and ensure it is implemented effectively.
4. Review the outcomes and assess the overall achievements and impact of the Twinning Research project.
5. Network / liaise with CRI-BOB / PRI-BOB and with their respective government's countries to facilitate effective implementation of the BIMReN Twinning Research Project.
6. Ensure that networking under the BIMReN Twinning Research Project takes place within the parameters of the approved proposal.
7. Coordinate the Monitoring and Evaluation (M&E) as required and release the grants / instalments of money periodically.
8. **LRII [Organization Name]**
9. Assume full responsibility for all academic, research and administrative arrangements associated with the research project.
10. Networking with CRI-BOB and PRIIs / PRI-BOBs, as applicable, for effectively implementing the research proposal.
11. Execute a Letter of Agreement with the CRI-BOB for facilitating the implementation of the twinning research project and facilitating faculty exchange/movement.
12. The LOA with between the LRII and the CRI-BOB shall be drawn in Indian Currency (INR) and the rate of exchange shall be as on the date of transfer of funds from LRII.
13. The transaction cost, if any, shall be borne by the LRII within the funds sanctioned by BOBP-IGO for the project. Any transaction fee in the receiving country shall be borne by the concerned CRI-BOB.
14. Transfer of funds to the PRII and CRI-BOB as per the approved proposal and ensure utilization of the grant money for the intended purpose.
15. Coordination among the collaborators and partners in India and BOB countries for proper implementation activity/ activities under the BIMReN Twinning Research Project.
16. Open an exclusive Bank Account for the project, with enabling provisions for transfer of funds to foreign institutes and share the details to BOBP-IGO.
17. Collate the inputs from the collaborators and submit ‘interim’ / ‘final’ progress reports including the Statement of Expenditure and Audited Utilization Certificate (AUC) duly certified by the competent authority of the organization, in the specific formats (**Exhibit B1-B3**] to BOBP-IGO.
18. Authorize the Principal Investigator / Project leader identified in the project proposal to submit the progress reports and inputs to the BOBP-IGO, as and when needed.
19. Acknowledge the support of BOBP-IGO-MEA-BIMReN sponsorship in all publication(s) emanating from the project output and submit a copy thereof to BOBP-IGO.
20. Enable and facilitate in faculty movement(s) and participation of the project team in the relevant scientific meetings/conferences including the BIMReN Biennial Conference.
21. **Premature closure / Termination**
22. BOBP-IGO reserves the right to terminate the MoA if the LRII fails to comply with the terms of the MoA, or the progress of the research is not satisfactory.
23. The project may be terminated if the parent scheme sanctioned by MEA to BOBP is terminated prematurely.
24. In case of premature closure/termination of the project, the LRII shall submit the necessary Audited Utilization Statement for the amount received till then.
25. **Monitoring and Quality Assurance**
26. The Expert Review Committee constituted by the BOBP-IGO will review the progress of the projects undertaken by the PRII.
27. The project team shall publish research papers and reports in reputed journals/magazines. Joint publication by the participating scientists in peer-reviewed journals is an essential metric for project performance.
28. All the project team members shall participate in the Blue Economy Conference organized by the BOBP-IGO in India and present their study reports.
29. **Confidentiality**
30. For all purposes of this Agreement, the term “Confidential Information” shall collectively refer to all non-public information or material disclosed or provided by one party to the other, either orally or in writing, which is marked as being ‘CONFIDENTIAL’.
31. Neither party will disclose in whole or in part any confidential information related to the other party except as authorized in writing by the disclosing party.
32. **Intellectual Property Rights**
33. Any Intellectual Property that emerges from the research pursued under this agreement will be jointly and concurrently owned by the **Lead Research Institute in India**, in this case [Organization Name] and the collaborators [Organization Name(s)] to the extent of their involvement and mutually agreed among them. The LRII shall formalize the process/processes for securing, managing and disseminating such Intellectual property, among the collaborators.
34. The parties agree that they will make all effort(s) to protect the intellectual property of the other party.
35. BOBP-IGO shall not be an arbitrator in this process.
36. **General**
37. The amount of grant sanctioned is to be utilized within the duration of the project. Any unspent amount of the grant shall be refunded to the BOBP-IGO, soon after the expiry of the duration of the project.
38. No amendment, supplement, modification or clarification to this MoU will be valid or binding unless mutually agreed in writing between the parties.
39. Any dispute regarding the interpretation or application of the MoU will be resolved, as far as practicable, by consultation among the parties. The parties each agree that unless otherwise required by law, each will treat the existence of any dispute, negotiation and details of all submissions, proceedings and decisions related thereto as confidential and will not disclose them to any third party or publicize them in any way.

IN WITNESS WHEREOF, the undersigned representatives, duly authorized by their respective organizations, have executed this MOU as of the day and year first above written.

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| For the Bay of Bengal Programme Inter- Governmental Organisation | For the LRII i.e.,  [Organization Name] |
|  |  |
| **Dr. P. Krishnan, Director, BOBP-IGO** | [Name and Designation] |
|  |  |
| Name and Signature of Witness | Name and Signature of Witness |
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| Date:  Place: | Date:  Place: |