

MEMORANDUM OF UNDERSTANDING



INDIAN COUNCIL OF FORESTRY RESEARCH AND EDUCATION

**(An autonomous council of Ministry of Environment, Forest and Climate Change,
Government of India)**

P.O. New Forest, Dehradun

and



COAL INDIA LIMITED

Premises No.04 MAR, Plot No. AF-III,
Action Area 1A, New Town, Rajarhat, Kolkata

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into between the Indian Council of Forestry Research and Education (ICFRE) with its Headquarters at New Forest, Dehradun, Uttarakhand (hereinafter referred to as ICFRE) and Coal India Limited (CIL), a Public Sector Undertaking under the administrative control of Ministry of Coal (MoC), Government of India with headquarter at Kolkata, West Bengal (hereinafter referred to as CIL). The details of Preamble and other terms and conditions of MoU are mentioned below:

Article I: Preamble

Whereas

Indian Council of Forestry Research and Education (ICFRE), an apex body in the national forestry research system, has been undertaking the holistic development of forestry research through need based planning, promoting, conducting and coordinating research, education and extension covering all aspects of forestry. The Council deals with the solution based forestry research in tune with the emerging issues in the sector, including global concerns such as climate change, conservation of biological diversity, combating desertification and sustainable management and development of resources. Topical research by the Council enhances public confidence in the ability of forest managers and researchers to successfully handle challenges related to natural resource management. ICFRE has nine Regional Research Institutes and four Research Centres located in different bio-geographical regions of the country for catering to the forestry research needs of the nation.

Main thrust areas of ICFRE are as under:

- To undertake, aid, promote and coordinate forestry education, research and their applications.
- To develop and maintain a national library and information centre for forestry and allied sciences.
- To act as a clearing house for research and general information related to forests and wildlife.
- To develop forestry extension programmes and propagates the same through mass media, audio-visual aids and extension machinery.
- To provide consultancy services in the field of forestry research, education and allied sciences.
- To undertake other jobs considered necessary to attain these objectives.

Coal India Limited (CIL) is a 'Maharatna' Public Sector Undertaking under the administrative control of Ministry of Coal (MoC), Government of India with headquarters at Kolkata, West Bengal. CIL is the single largest coal producing company in the world. CIL operates through 82 mining areas spread over 08 states of India viz. Assam, Chhattisgarh, Jharkhand, Madhya Pradesh, Maharashtra, Odisha, Uttar Pradesh and West Bengal. CIL has 430 mines (227 are underground, 175 opencast and 28 mixed mines) and further operates 17 coal washeries (12 coking mal and 5 non-coking coal). The strategic vision of CIL is to place itself on a path of

accelerated growth with enhancement in productivity, competitiveness and profitability while meeting the growing demand of coal in the country in an environmentally and socially sustainable manner.

And Whereas

Both the parties have expressed their willingness to consider implementing joint programmes initially to support scientific and academic research, education and extension in the field of forestry and environment.

Both parties are interested to enter into a MoU for carrying out various activities viz. studies, analysis, capacity building, etc.

Now, therefore, both ICFRE and CIL have desired to enter into long term cooperation and mutual understanding in areas of forestry and environment research, education and extension.

Article II: Scope of Co-operation

To develop programs and projects as mutually agreed by both the parties in the field of forestry and environmental impact assessment, Environment management plan, capacity building, eco-restoration, monitoring and assessment of plantations of coal mine areas with vision to accelerate growth, enhance productivity to meet the growing demand of coal in the country in an environmentally and socially sustainable manner and to strengthen the cooperative relationship between respective institutions.

Article III: Areas of Co-operation

The main areas of future collaboration between ICFRE and CIL proposed to be covered under this MoU are mentioned below:

- Third party environmental audit of coal mines as per conditions imposed while granting EC & FC
- Assessment and monitoring of plantation and eco-restoration activities carried out by coal companies (other than plantations raised by State Forest Departments under CAMPA) as per the conditions laid by MoEF&CC & State Government.
- Preparation of wildlife management plans for coal mines / coal fields
- Preparation of environmental impact assessment (EIA) and environmental management plan (EMP)
- Training programs for executives of CIL on environment and forestry issues
- Any other activity related to environmental and forestry issues

Article IV: Scope of MoU

In the event that the parties wish to carry out a program or activity pursuant to this MoU (including those mentioned above), the terms of such cooperation shall be mutually discussed and agreed upon in writing by both parties through separate MoU prior to the initiation of the particular program or activity. Any such MoU should detail the terms and nature of the activity and/or project, the responsibilities of each party, the necessary budget, and the financial responsibilities, if any, of the parties.

Each programme and case will be decided on merit and mutual understanding and separate MoUs will be signed for each assignment after negotiations on case to case basis agreed through mutual consent. The association will be on project to project basis and for each project to be bided/handled jointly; and responsibility sharing will be mutually decided.

Both parties agree to provide logistic support to each other. Structural composition of team members for each project will be decided mutually and most competent professionals from both the organization will be drawn to perform the job with professional prowess.

Force Majeure: Neither party shall be held responsible for non-fulfillment of their respective obligations under the MoU due to exigency of one or more of the force majeure events such as war, earthquake, strike, lockouts, epidemics, riots, civil commissions, fire etc. provided on the occurrence in writing to other party within one month of such occurrence. If the force majeure continues for more than six months, the parties shall jointly decide about the future course of action.

Amendment of MoU: Amendment of the MoU can be made by mutual consent, in writing by both the parties. The amendment will be effective from the date on which they are made/ executed unless otherwise agreed to.

Duration of MoU: This MoU shall be valid for a period of three years from the date of signing of the MoU. This period can however be extended by mutual consent of both the parties upon such terms and conditions, which they may mutually agree at the time of extension.

Termination of MoU: The MoU may be terminated by the either party for breach of any of the terms and conditions of MoU by giving a prior written notice of not less than three months. Such termination will not affect those rights of parties here to, which have accrued prior to the date of termination and shall not relieve any party from its obligations which may have arisen thereunder, which will be subject to mutual discussion.

Assignment: This agreement or part of agreement shall not be assigned by either party to any third party without the prior written consent of the other party.

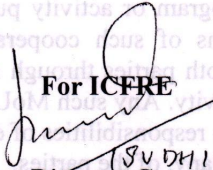
Legal Jurisdiction: This agreement and the rights and the obligations of the parties hereunder shall be governed by, and shall construe and enforced in accordance with the relevant Law of the country.

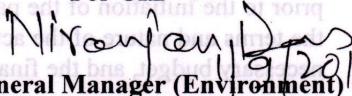
This Memorandum of Understanding (MoU) is made on this day of 01.09.2016

Signature

For ICFRE

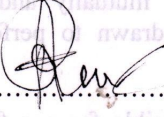
For CIL

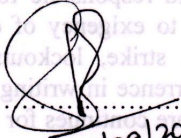

(SUDHIR KUMAR)
Assistant Director General (EM)
Indian Council of Forestry Research &
Education (ICFRE)
Environment Management Division
Indian Council of Forestry Research and Education
P.O. New Forest
Dehradun - 248 006 (Uttarakhand)


Chief General Manager (Environment)
Coal India Limited (CIL)

निरंजन दास / Niranjana Das
मुख्य महाप्रबंधक / Chief General Manager
(WBP/FP/ENV) Division
Coal India Limited
New Town, Kolkata - 700156

Witness:

1.  (A.S. Rawat)
DDG, (Admin)

2. 
01/09/2016
(SHEKHAR SARAN)
CMD, CMPDI, Ranchi