MEMORANDUM OF UNDERSTANDING

between

The International Jute Study Group (IJSG)
Dhaka, Bangladesh

and

National Centre for Design & Product Development (NCDPD)
New Delhi, India
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Dhaka, Bangladesh

and

National Centre for Design & Product Development (NCDPD),
New Delhi, India

This Memorandum of Understanding, entered into

BETWEEN

The International Jute Study Group with its Headquarters at 145, Monipuripara,
Tejgaon, Near Farmgate, Dhaka-1215, Bangladesh represented by its Secretary
General, Mr. Bhupendra Singh, hereafter referred to as IJSG;

and

The National Centre For Design & Product Development set up by Office of
Development Commissioner (Handicrafts), Ministry of Textiles, Govt. of India with its
office at 43, Okhla Industrial Estate, Phase-III, (Behind Modli Mill), New Delhi-
110020, India, represented by its Executive Director, Shri R. K. Srivastava
hereinafter referred to as NCDPD.

WITNESSETH

WHEREAS, IJSG is an intergovernmental body set up under the aegis of UNCTAD
to function as the International Commodity Body (ICB) for Jute, Kenaf and Allied
Fibres. IJSG, the legal successor to the International Jute Organisation (IJO), was
established on 27 April 2002, with the mandate for sustainable development of
the global jute sector incorporating a larger role for the private sector and
focus on development of new applications/usage,
commercialization and poverty alleviation.

WHEREAS, IJSG undertakes, through a worldwide network of intergovernmental,
governmental and non-governmental organizations, research and development
organizations, industries/mills, entrepreneurs, associations, and traders, the
coordination and support of strategic and adaptive research and development of
jute, kenaf and allied fibres resources to improve the well-being of producers and
users within the context of a sustainable jute, kenaf and allied fibres resource
base, with activities in the areas of cultivation, use of genetic resources,
processing and conversion, innovation and dissemination of new technologies,
processes and products, economic and social development,
and information dissemination and technology transfer.

MOU 01
WHEREAS, IJSG is governed by its apex body the Council composed of the delegates of the 30 Member Countries viz. Bangladesh, India, Switzerland and the European Union with its 27 member states, entrusted with the responsibility to set policy and develop a strategic plan for IJSG; which establishes committees to aid in its functions and activities and assess progress of the group and report to member countries and donors;

WHEREAS, NCDPD is an apex organization set up under the aegis of Development Commissioner (Handicrafts), Ministry of Textiles, Govt. of India for the development and promotion of design and product development in the Indian handicraft sector. The NCDPD is providing array of services to the handicraft sector so as to withstand the fierce competition in the international markets. National and International designers are working with NCDPD for imparting latest design led services. To fulfill the above objective NCDPD developed a Road Map for providing the best and market led design and product development services.

WHEREAS, NCDPD is working in close cooperation with Development Commissioner (Handicrafts) & Export Promotion Council for Handicrafts to undertake design, product development and forward market linkages activities for artisans/craftsmen, manufacturers & handicraft exporters on the pan India basis in clusters.

WHEREAS, IJSG and NCDPD recognize the particular role of each party in advancing and supporting activities related to the generation and dissemination of improved technologies and applications to increase sustainable employment and livelihood opportunities, economic development and environmental benefits, through the design development and use of jute and allied fibres resources.

NOW THEREFORE, motivated by the common interest of the jute sector for poverty eradication and sectoral development through generation of sustainable employment and livelihood opportunities by contributing to livelihood security, ecological security and economic development in a sustainable environmental framework, both parties have agreed, subject to the availability of human, financial and other resources, on the general conditions as herein contained.
NOW, THEREFORE THIS MOU WITNESSETH AS UNDER:

Article I
Collaboration

1. IJSG agrees to provide support towards development of new/attractive designs and products through human resources development/advanced training programmes for the entrepreneurs/exporters/artisans etc. of the Jute Diversified Product sector.

2. NCDPD agrees to make available the necessary designers, experts for development and implementation of joint activities in the field of jute, kenaf and other natural fibres sector.

3. The collaborative activities and programmes indicated in this MOU are subject to budgetary appropriations available, and applicable laws and regulations of each party.

4. IJSG and NCDPD shall enter into separate Project Implementation agreements with specific Terms of Reference and Budgets, as and when required.

5. NCDPD shall submit to IJSG a detailed project proposal together with Work plan and Budget no later than 3 months after it has been given an outline description of the required objectives, facilities available and an indication of the budget.

Article II
Interdisciplinary Activities

6. NCDPD recognizes IJSG's broader role in global networking and supporting activities in jute, kenaf and allied fibre production, genetic resources, socioeconomic issues, information and human resource development, product manufacturing, marketing and processing which can complement the activities that the NCDPD undertakes in the area of the generation of sustainable employment and livelihood opportunities through its design intervention and product development using natural fibres apart from other media. Therefore, NCDPD and IJSG resolve to collaborate to ensure that interdisciplinary or multidisciplinary activities are well coordinated to achieve greatest positive impact on the development of the sector in India. NCDPD will work with, support and complement IJSG in its work on social, economic and environmental aspects of jute and allied fibres.

7. IJSG and the NCDPD shall endeavor to strengthen the collaborative research and training activities on sustainable employment and livelihood opportunities and promote exchange of information through Workshops, meetings and publications relating to jute, kenaf and allied fibres;

8. Publications that are developed jointly will be reviewed and approved by each party.

MOU 03
Article III

Coordination

1. IJSG and NCDPD agree to permit each other the use of their Logos in their publicity material and relevant official documents and also the mutual websites.

2. IJSG and NCDPD shall nominate their designated staff member for regular coordination and for effective monitoring and execution of this MOU, and for the processes for developing the proposed collaborative project and activities, viz. Secretary General, IJSG, Dhaka, and the Executive Director, NCDPD, New Delhi, India.

3. Unless specifically agreed otherwise by both parties, data and results generated from agreed collaborative activities will belong to the two institutions and will be governed by specific agreements in this regard. Any article, document and publication that report on collaborative activity shall acknowledge its collaborative nature and obtain the approval of the competent authorities of the two organizations. For other activities, the parties will cooperate in information services including document delivery and results dissemination that from time to time will be mutually agreed.

4. IJSG and NCDPD are not empowered to commit each other either expressly or otherwise to any course of action.

Article IV

Intellectual Property Rights

14. The documents, technology, products and information generated out of this MOU shall be the joint property of IJSG and NCDPD. This would be made available in the public domain as well as in the Parties' respective websites based on consensus.

15. The Parties agree that any form of reproduction, dissemination and sharing would be done based on mutually agreed terms and conditions.

16. Unless specifically agreed otherwise by the Parties, data and results generated from agreed collaborative activities shall belong to IJSG and NCDPD and shall be governed by both the parties jointly by specific agreements in this regard.

17. Any article, document and publication that report on collaborative activity shall acknowledge its collaborative nature and obtain the approval of the competent authorities of the two organizations. For other activities, the Parties shall cooperate in information services including document delivery and results dissemination from time to time as shall be mutually agreed.
Article V
Amendment to the MoU

18. Amendment to this MoU shall be made by mutual consent of the Parties in writing. No variation in the terms of scope of this MoU shall be valid or binding unless previously expressly agreed upon in writing between the Parties in the form of a letter entitled "Amendment to MoU".

Article VI
Dispute Settlement Mechanism

19. Both the parties hereby agree that before approaching any court of law, they would enter into discussions regarding any points of conflict through direct negotiations.

20. Both the parties agree that the disputes not settled amicably shall be submitted exclusively to an Arbitrator appointed on mutual agreement. The resulting award by the Arbitrator shall be final and binding on both the parties.

Article VII
Entry into Force and Term

21. MoU comes into effect on the date of signing by both the parties. The validity of this MoU shall be for five years with renewal for a similar period based on review, necessary modifications and mutual consensus.

22. Each party shall have the right to withdraw from the Agreement on six months notice in writing. Such a termination will, however, not affect activities already approved jointly or under the progress under the terms of this Memorandum.

23. All notices, requests, reports, documents and other information and communications relating to this MOU shall be in writing in the English language.
This Memorandum, in two originals in the English language both texts being equally authentic, is signed on the dates and places indicated below.

For National Centre for Design and Product Development

Signed: 
Name: S.S. Gupta
Title: Chairman-NCDPD and Development Commissioner (Handicrafts)
Date: 29th July 2011
Place: New Delhi, India

Co-signed:
Name: Ravi K. Passi
Title: Co-Chairman, NCDPD

For International Jute Study Group

Signed: Bhupendra Singh
Name: Bhupendra Singh
Title: Secretary General, IJSG
Date: 29th July 2011
Place: New Delhi, India

Co-signed:
Name:
Title: