

समझौता ज्ञापन
MEMORANDUM OF UNDERSTANDING

Between



इसरो ISRO
अंतरिक्ष उपयोग केंद्र
SPACE APPLICATIONS CENTRE
भारतीय अंतरिक्ष अनुसंधान संगठन
INDIAN SPACE RESEARCH ORGANISATION
अहमदाबाद AHMEDABAD

And



Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE
चेन्नई CHENNAI

On

शैक्षणिक अनुसंधान सहभागिता
ACADEMIC RESEARCH COLLABORATION

मई २०२४ May 2024

This Memorandum of Understanding (hereinafter referred to as 'MoU') is made and executed at Ahmedabad on 22nd day of May 2024,

By and Between

Space Applications Centre, one of the major centres of the Indian Space Research Organisation (ISRO) under Department of Space, Government of India, through its representative/authorised signatory, Shri Nilesh M. Desai, Director, SAC, located at Jodhpur Tekra, Ahmedabad (hereinafter referred to as "SAC", which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the First Part;

and

Dr. M.G.R. Educational and Research Institute, (Deemed to be University) having its office at Periyar EVR High Road, Maduravoyal, Chennai-600095 through its representative/authorised signatory, Dr. M Ravichandran, Pro Vice Chancellor (hereinafter called "MGR", which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part.

MGR and SAC are hereinafter collectively referred to as the "parties" and individually as the "party".

Preamble

Whereas, SAC is a lead R&D centre of ISRO carrying out diverse design and development activities in the field of space-borne payloads for communication satellites, optical and microwave remote sensing satellites, navigation satellites, scientific & planetary satellite payloads and associated ground applications for various ISRO missions aimed at national development;

Whereas, SAC is also involved in the design and realization of ground segment and user segment hardware, mathematical models/algorithms/techniques and software for various applications covering diverse areas of communication, navigation, land resources, meteorology, oceanography, environment monitoring and disaster management as well as space sciences;

Whereas Dr. M.G.R. Educational & Research Institute (Deemed to be University) was started in September 2003, having the Dr. M.G.R. Engineering College, Chennai and the Thai Moogambigai Dental College & Hospital, Chennai as its constituent colleges. Later the A.C.S.



Medical College & Hospital, Chennai and the Raja Rajeswari Medical College & Hospital, Bengaluru, were brought under its ambit. Dr. M.G.R. Educational & Research Institute (Deemed to be University) is accredited by NAAC and accorded with "A+" Grade (3.48 out of 4) rating by NAAC, an autonomous body under the UGC. Five of our university departments – Biotechnology, Computer Science and Engineering, Electronics, Communications Engineering, and Electrical and Electronics Engineering, Civil Engineering, Mechanical Engineering and Faculty of Management Studies – have been accredited by NBA, New Delhi. Two of our university departments, Biotechnology (under ANSAC) and Computer Science and Engineering (under CAC & EAC) were internationally accredited by the world-famous Accreditation Board for Engineering and Technology, Inc. (ABET) for six years up to 2025.

In the recent NIRF Ranking 2023, our Deemed to be University has ranked 92nd ranking under University Category, 23rd ranking under Dental Category and 27th ranking under Architecture Category. Dr. M.G.R. Educational & Research Institute (Deemed to be University) was categorized as 'Band A' institution (rank between 06-25) in category of 'University & Deemed to be University (Private-Self-Financed)' in Atal Ranking of Institutions on Innovation Achievement (ARIIA). We are proud to announce that ours is the first and only University in India which has achieved attaining the QMS accreditation of ISO 21001: 2018 TUV, Germany.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

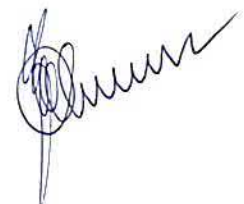
Article 1. Objectives of MoU

The broad objectives of the MoU are (a) to promote and enhance academic and research interaction and collaboration between MGR and SAC in the areas of mutual interest for mutual benefits; and (b) to provide a formal platform for initiating and facilitating related pursuits.

Article 2. Scope of Collaboration

This MoU defines the broad framework of interaction and engagement of both parties:

- (a) SAC and MGR may agree to carry out joint collaborative research work under RESPOND programme of ISRO and other SAC identified/initiated research programs.
- (b) MGR may work on identified academic/research problems of SAC either independently or jointly with SAC.
- (c) MGR may permit its students to participate in TREES and SMART capacity building program of SAC.



- (d) SAC may invite MGR faculty to deliver talks/lectures on topics of interest to SAC. MGR may also invite SAC Scientists and Engineers to deliver talks/lectures for the benefit of faculty and students as per MGR norms.
- (e) MGR and SAC may work together for ocean colour programs of ISRO.
- (f) Organizing joint seminars, short term courses, science exhibitions, conferences, workshops etc.
- (f) MGR shall adhere to the existing policies and procedures of SAC.
- (g) MGR may invite SAC scientists wishing to engage in teaching and research at MGR.
- (h) MGR shall facilitate SAC sponsored Ph.D or Masters enrolment at MGR in consultation with SAC. MGR shall devise a process for selection of SAC personnel to undergo Ph.D or Masters' Degree programme.

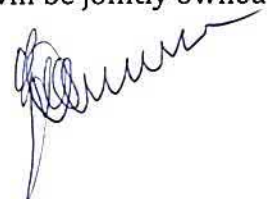
Article3. Confidentiality

- (a) All information and documents to be exchanged pursuant to the MoU will be kept confidential by both the parties and will be used subject to such terms as each party may specify. Both parties will not use the information for purposes other than that specified without the prior written consent of the other party.
- (b) All confidential information shall remain the exclusive property of the disclosing party. Both parties agree that this MoU and the disclosure of the confidential information do not grant or imply and license, interest or right to the recipient in respect to any intellectual property right of the other party.
- (c) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by both parties in writing.

Article 4. Intellectual Property and Publications

4.1 General Clauses

- (a) Each party will ensure appropriate protection of intellectual Property rights (IPR) generated from cooperation pursuant to MoU, consistent with laws, rules and regulations of India.
- (b) In case research is carried out solely and separately by the party or the research results are obtained through the sole and separate effort of the party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the party concerned.
- (c) In case of research results obtained through joint activities, the grant of IPR will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties.



- (d) The parties shall not assign any rights and obligations arising out of the IPR generated from inventions/activities carried out under the MoU to any third party without prior written consent of the other party.

4.2 Publication

Any publication, document and/or paper arising out of joint work conducted by the parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the parties on any publication document and/or paper will require prior permission of both the parties. It must however be ensured that the official emblem and logo is not misused.

Article 5. Terms and Termination

- (a) This MoU will remain valid for two (2) years from the date of signing of both parties.
- (b) This MoU may be amended, renewed by mutual agreement which shall be in writing and signed by both the parties.
- (c) This MoU may be terminated by giving a prior notice of not less than 30 days by either party.
- (d) In case of termination, mutual concern/agreement has to be arrived for protecting and respecting the obligations of either party.
- (e) The pre-closure of this MoU by either party shall not be liable for any compensation from other party under this MoU.
- (f) This MoU may be terminated in the event of Force Majeure as defined in Clause 10.

Article 6. Indemnification

Either party ("Indemnifying Party") shall indemnify and keep indemnified the other party ("Indemnified Party") against any and all claims, direct losses, injuries, liabilities, reasonable costs and expenses, direct damages, actions or proceedings which may be made or taken against the Indemnified Party by any person arising out of any breach, action or inaction of the Indemnifying Party under this MoU.

Article 7. Governing Law

This MoU shall be governed as per provisions of the Indian Contract Act, 1872 and other applicable Indian Laws.

Article 8. Dispute Settlement Mechanism

All disputes arising between the parties in any way connected with this MoU or in regard to the interpretation of the context thereof and implementation shall be resolved amicably through mutual consultations and negotiations between the parties within 30 days. If the matter still remains unresolved, the same will be referred to Director SAC, and Provost, MGR whose decision will be final.

Failing to achieve amicably resolved settlement by aforementioned mutual discussion or consultation, any alternative dispute settlement mechanism by mutual consent may be adopted.

Article 9. Amendment

This MoU is hereby concluded in terms of understanding of parties about the Indian laws including laws of contract and intended to regulate accordingly. However, either party with the written mutual consent of the other party in order to facilitate settlement of dispute or implementation of the provision of this MoU may amend any provision of this MoU in writing and unless specifically stating the same to be an amendment of the MoU.

This MoU represents the understanding between SAC and MGR in the present circumstances and supersede any earlier understanding written hitherto with respect to the subject matter of the MoU.

Article 10. Force Majeure

Force Majeure is an event for which either party cannot be held accountable. For events constituting force majeure, they must be unforeseeable, external to both the parties and unavoidable. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as flood, fire, pandemic, earthquake and other acts of God, as well as war, military operations, blockade, acts or actions of state authorities or any other circumstances beyond the control of the parties that might arise after the conclusion of the MoU.

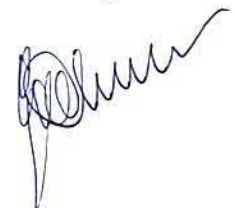
In the event of any dispute arising out of Force Majeure, wherein any of the party under this MoU is unable to meet the specific requirement due to the reasons beyond the control of the organisation, the same may be resolved on mutually agreeable terms and conditions including waiver if applicable with regard to time, space, quantity or quality of the deliverables.

Article 11. Jurisdiction

Any dispute arising out of the MoU or the terms shall be subject to the exclusive jurisdiction of Ahmedabad only.

Article 12. Effective Date of MoU

This MoU shall be effective from the date of its signing. If the parties have signed on two different dates, the last signature date will be the effective date.



Article 13. Functionaries

The functionaries shall communicate and monitor the progress of work from time to time related to this MoU.

Space Applications Centre

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Group Director, MISA-RTMG
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rajakdr@sac.isro.gov.in

Dr. M.G.R. Educational and Research Institute

Prof. Dr. C. B. Palanivelu
Registrar
+91-9840056785
registrar@drmgrdu.ac.in

Article 14. Signature and Seal

This MoU is executed in duplicate with each copy constituting an official version and having equal validity. By signing below, the parties, acting in their duly authorized capacities, agree to execute the terms of this MoU, effective from date of signing.

In WITNESS WHEREOF the undersigned duly authorized thereto, have signed this MoU.

For and on Behalf of:

Space Applications Centre
Signed, Sealed and Delivered by



Shri Nilesh M. Desai

Director, SAC

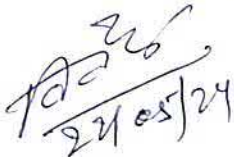
एन. एम. देसाई/N. M. DESAI

निदेशक/Director

अंतरिक्ष उपयोग केंद्र (इसरो)

Space Applications Centre of Witness:

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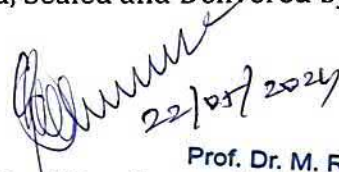


Space Applications Centre

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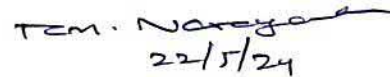
अभि
Abha Chhabre
(Dr. Abha Chhabre) 22/5/2024
Space Applications Centre

Dr. M.G.R. Educational and Research Institute
Signed, Sealed and Delivered by



Prof. Dr. M. Ravichandran
Pro Vice Chancellor
Dr. M.G.R.
EDUCATIONAL AND RESEARCH INSTITUTE
(DEEMED TO BE UNIVERSITY)
High Road,
Madhavoyal, Chennai-600 095.

1.



Dr. M.G.R. Educational and Research Institute

