



## **MEMORANDUM OF UNDERSTANDING**

Between .

**Dhirubhai Ambani Institute of Information and  
Communication Technology (DA-IICT)  
Gandhinagar, Gujarat**

and

**Indian Institute of Remote Sensing (IIRS)  
ISRO, Dept. of Space, Govt. of India  
Dehradun**

**Preamble:**

The Memorandum of Understanding (MoU) entered into and executed on November 29, 2021 between Dhirubhai Ambani Institute of Information and Communication Technology (DA-IICT) (Address: Near Indrora Circle, Gandhinagar, Gujarat - 382007) through its authorized signatory, Director (which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors) for the first part.

and

Indian Institute of Remote Sensing (IIRS), Indian Space Research Organisation (ISRO), Dehradun (India) (Address: 4-Kalidas Road, Dehradun-248001, Uttarakhand) through its authorized signatory, Director (which expression unless repugnant to the context or the meaning thereof shall include its permitted assigns and successors) for the other part.

Whereas, Dhirubhai Ambani Institute of Information and Communication Technology (hereinafter referred to as 'DA-IICT'), a research-driven Institute established under Gujarat Act No. 6 of 2003, is engaged in research, teaching and training in Information and Communication Technology and allied disciplines.

And Whereas, Indian Institute of Remote Sensing (IIRS) is a premier institute with a primary aim to build capacity in Remote Sensing and Geoinformatics and their applications through training and education programmes at postgraduate level. It functions as a constituent Unit of ISRO, Department of Space, Government of India. Formerly known as Indian Photo-interpretation Institute (IPI), founded in 1966, the Institute boasts to be the first of its kind in entire South-East Asia. While nurturing its primary endeavour to build capacity among the user community by training mid-career professionals, the Institute has enhanced its capability, and evolved

many training & education programmes that are tuned to meet requirements of various target groups, ranging from fresh graduates to policy makers including academia.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

Both the Organisations, DA-IICT and IIRS (also referred to as Parties), have decided as follows:

**1. Academics and Research**

The DA-IICT and IIRS, shall collaborate with each other towards the promotion of training & education and high quality research in areas of mutual interest:

- (a). To jointly develop the curriculum for Post Graduate (PG) degree/diploma courses in mutual areas of interest;
- (b). To support internship programs at Under Graduate (UG) and Post Graduate (PG) levels in the mutual areas of interest;
- (c). To provide access to the online courses conducted by IIRS to the students, faculty and researchers of DA-IICT.
- (d). To carryout, cutting edge research through formulation and implementation of joint Research Projects and allow joint supervision of research programmes at PG and Ph.D. levels in the mutual areas of interest;
- (e). To recognise IIRS as advance research centre by the DA-IICT in the field of Remote Sensing and GIS Applications to carry out Ph.D./M.Tech. research in joint supervision;

- (f). To facilitate scientists and research students of IIRS to take admission in suitable Ph.D. programmes being run at DA-IICT, Gandhinagar as sponsored candidate; such candidates shall abide by the Rules and Regulations governing the award of Ph.D Degree prescribed by the DA-IICT and fees shall be borne by them.

## **2. Exchange of Scientists/Faculty**

- (i). Both the organisations shall encourage and support exchange of faculties/scientists, whenever required, in the furtherance of joint programmes;
- (ii). Both the organisations shall sponsor short visits of the faculties/scientists and technical staff to sustain continued interaction, and for delivering extension lectures with a mutually agreed programme as per their respective office rules and regulations.

## **3. Exchange of Students**

- (i). Both the organisations shall provide local facilities to visiting scholars/ students/ trainees as well as access to advanced instrumentation systems, computers and other Infrastructural facilities based on availability (nominal payment basis will be followed for analysis on advance instruments, as and when required); and further if any such payment is to be charged, the parties shall keep informed in advance;
- (ii). Both the organisations shall encourage and allow scholars/students/ trainees to attend workshops/seminars, conducted by either of the organisations, according to their interest.

#### **4. Confidentiality**

- (i). 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. The Parties will not use the information for purpose other than that specified without the prior written consent of the other Party;
- (ii). All confidential information shall remain the exclusive property of the disclosing Party. The Parties agree that this agreement and the disclosure of the confidential information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party;
- (iii). 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 the Parties in writing.

#### **5. Intellectual Property Rights**

The faculty of both IIRS and DA-IICT would provide due credits in reports and publications based the involvement of the faculty in student's projects/thesis/dissertations and joint research projects. The initiation of any joint project shall be duly approved by the competent authority of the respective organisation.

##### **5.1 General Clauses**

- (i). Each Party will ensure appropriate protection of intellectual property rights (IPR) generated from cooperation pursuant to the MoU, consistent with the laws, rules and regulations of India;

- (ii). 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 will be solely owned by the concerned Party;
- (iii). In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Parties jointly and once granted these rights will jointly owned by the Parties;
- (iv). The Parties shall not assign any rights and obligations arising out of the IPR generated to invention/activities carried out under the MoU to any third Party without prior written consent of the other party.

## **5.2 Commercialization**

In case of research results obtained through joint activities under this MoU, both Parties will apply as co-applicants for the protection of IPR in India. Commercialization in any other country shall be done jointly through a separate agreement and in the event of such commercialization; cost and revenue sharing will be mutually agreed upon.

## **5.3 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 may, however, be ensured that the official emblem and logo is not misused.

## **6. Obligations of the Organisations**

The Organizations agree to cooperate and support each other for implementing this MoU effectively. They shall endeavour to facilitate the logistics of visiting scholars/ students/ trainees based on availability of resources in every possible way.

- (i). Provide access to libraries, archives, research laboratories and other facilities based on availability of resources;
- (ii). Provide access to high-end instruments and equipment for analysis (excluding consumables) as per requirement of the joint research project;
- (iii). Encourage joint discussions on new developments, formulation of academic/research programmes and writing of scientific and technical papers;
- (iv). Share knowledge/ information and publications/magazines/literature, essential for the academic pursuit;
- (v). Provide accommodation (if available) to the visiting scholars/ students/ trainees on their campuses as and when required on payment basis based on availability;
- (vi). Allow utilization of services of each other's scholars/ students/ trainees in the conduct of field surveys, investigations, data generation, archival and exchange and setting up of experimental facilities in joint research projects;
- (vii). Provide logistics support for setting up experimental systems in different field areas and locations of interest in joint research projects;

(viii). The IPR that is generated out of the collaborative research projects shall be jointly owned by both organizations.

## **7. Operationalization of the MoU**

- (i). If any of the visiting scientist/ faculty or student commits any kind of impropriety at the host Institution during the period of his/her visit, the facilities offered to him/her shall be withdrawn and the visitor shall be asked to return;
- (ii). A report regarding the impropriety committed by the person involved shall be forwarded to his/her parent Institution for initiating necessary disciplinary action as warranted;
- (iii). Both Parties shall generally meet expenditure of their commitment from their own resources. However, if any Education/ Training Programme or Joint Research and Development offered by the Parties incur fees and other charges, then the same shall be intimated in writing, and on approval the same shall be offered;
- (iv). This MoU shall remain in force for a period of 03 years from the date of signing in the first instance, thereafter it may be renewed with the mutual consent of the Heads of both the Organizations.

## **8. Force Majeure**

- (i). Force majeure shall mean fire, flood, avalanche, natural calamities or other acts such as war, turmoil, sabotage, explosions and quarantine restrictions beyond the control of either Party;

- (ii). Should any force majeure circumstance arise, each of the contracting Party shall inform its contractual obligations to the affected Party within 30 days of its occurrence to the other Party in writing;
- (iii). It is understood and agreed between the Parties hereto that the rights and obligations of the Parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of the intervening force majeure event;
- (iv). If the force majeure conditions continue beyond six months, the Parties shall then mutually decide about the future course of action.

## **9. Indemnity**

Collaborators shall exercise reasonable skill, care and diligence in the performance of the MoU and indemnify and keep indemnified IIRS and DA-IICT in respect of any loss, damage or claim howsoever arising out of or related to breach of this MoU, statutory duty or negligence by the Parties or their employee, agent or sub-contractor in relation to the performance or otherwise of the services to be provided under this MoU.

## **10. Settlement of Dispute**

- (i). In case of any dispute or difference relating to the interpretation, execution and application of the provisions of this MoU, the Parties shall attempt to resolve the matter by negotiation in good faith. All endeavors should be made by the Parties to resolve dispute or difference amicably in relation to or in connection with this MoU mutually;

- (ii). Failing above the party may take recourse of any judicial remedies or settle the disputes through any alternative mode prescribed under the Arbitration and Conciliation Act, 1996 as amended.

#### **11. Modification or Amendment of Any Provision of this MoU**

Notwithstanding anything contained in this MoU, the Party may with prior written consent of the other Party may modify or amend any provision of this MoU to facilitate execution of the provision or any arrangement made there-under agreed by them or settle any dispute related therewith.

#### **12. Tenure and Termination of this MoU**

- (i). This MOU shall be terminated after 03 years from the date of signing.
- (ii). The party with written mutual consent may extend the provisions of this MOU for further period not exceeding 03 years.
- (iii). Either Party may at any unavoidable event, may terminate this MOU with written notification, signed by a designated official of the Party initiating termination. Such notification must be given at least six months in advance of the effective date of termination, to the before mentioned address of the receiving party through Registered/Speed Post only. Further, termination of the MoU shall not in any manner affect the academic interests of the students, staff, funding bodies or other entities, or any ongoing academic programmes or activities made prior to the termination of this MoU until completion of such programmes or activities.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be signed in their respective names on the 29<sup>th</sup> day of November month of the year 2021 in presence of the witnesses.

Signed for and on behalf of President of India:

*K.S. Das Gupta*

**DIRECTOR**

DA-IICT, Gandhinagar

**Dr. K S Dasgupta**  
**Director**  
**DA-IICT, Gandhinagar.**



*[Handwritten Signature]*

**DIRECTOR**

IIRS, DEHRADUN

Witness:

*[Handwritten Signature]*  
07/12/2021

*[Handwritten Signature]*  
2) Soman Nair  
Executive Registrar  
DAIICT

Witness:

*[Handwritten Signature]*  
29/11/2021  
(SK SRIVASTAV)  
Dean (Academics), IIRS

*[Handwritten Signature]*  
29/11/2021  
(DR. HARI SHANKAR)  
Group Head, POE3,  
IIRS