

# MEMORANDUM OF UNDERSTANDING

BETWEEN



Ahmedabad

AND



Space Applications Centre (SAC),  
Indian Space Research Organization (ISRO)  
Ahmedabad

FOR

**ACADEMIC RESEARCH COLLABORATION**

**November 2021**

This Memorandum of Understanding (hereinafter referred to as 'MoU') is entered into on 17<sup>th</sup> day of November in the year 2021.

Between

Indus University, Rancharda, Via: Shilaj, Ahmedabad, Gujarat-382115 (Hereinafter referred as IU), established under Gujarat State Private University Act & Approved by UGC.

And

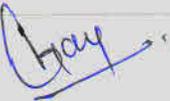
Space Applications Centre situated at Ahmedabad, Gujarat, one of the major centers of the Indian Space Research Organization (ISRO) under Department of Space, Government of India, (hereinafter referred to as "SAC", which expression shall where the context so admit includes its successors and permitted assigns) of the other part.

SAC and IU are referred to individually as a "Party" and collectively as "Parties". Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

## 1. Preamble

SAC is involved in design, development of space-borne instruments for ISRO missions, development, and operationalization of applications of space technology for national development. The applications cover communication, broadcasting, navigation, disaster monitoring, meteorology, oceanography, environment monitoring and natural resources survey. SAC designs and develops all the transponders for the INSAT and GSAT series of communication satellites and the optical and microwave sensors for IRS series of remote sensing satellites, Navigation payloads for IRNSS and GAGAN programme. Further, SAC develops the ground transmit/receive systems (earth stations / ground terminals) and data/image processing systems;

Indus University hereinafter referred, as IU is State Private University established in 2012. IU believes in extensive growth, noticeable steps are taken whenever required to prepare students for the commercial industry worldwide. It would be best to say that every activity at IU is practiced to elevate the level of education.





IU has 8 constituent institutes offering UG, PG and Doctoral degree programmes in diverse disciplines of Engineering, Management, Science and Humanities, Information communication technology, Design and Architecture, Aviation Technology and Indic Studies.

## 2. Objectives of the MoU

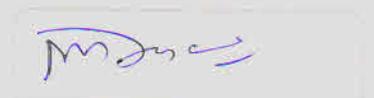
SAC and IU are interested in working together with mutual collaboration to give each other's strengths in research and facilities thereof, will mutually benefit the students, faculty members of IU and scientists and other staff of SAC for nurturing the potential in research, innovation, and creativity. Therefore, the parties hereto have agreed to enter into a memorandum of understanding considering the long term benefits of sharing the knowledge and resources and establish a strong academic and research collaboration, by undertaking joint responsibilities and activities in their respective field of excellence, research, resources, knowledge and human described in the article 3 of this MOU as area of collaboration.

## 3. Scope of Collaboration

The parties hereby agree to work collaboratively on following points for the effective and efficient engagement by fulfilling the purpose of this MOU towards strengthening and streamlining research in scientific and technology development, innovation and entrepreneurship ecosystem in India. The mutually agreed activities by and between the parties are as under:

### (a) The responsibilities and work for IU:

- Setting-up innovation Centre for Start-up in academic campus for
  - Awareness, publicity & accessibility for SAC, facilities and opportunities.
  - Awareness, publicity & accessibility for research activities, programs, seminar, workshops, conferences and like to be jointly organized.
  - Monitoring, execution and evaluation of parameter/s of research applicability for mutually agreed area and references in various programs at institutional level including Ph.D., Post-Graduation, Under Graduation research projects and research methodology program.
  - Establishing platform for converting strength & excellence in terms of infrastructure and human resource for betterment of educational systems across world.
- To organize national, international events, program at mutually agreed interval.
- To provide infrastructure, academic and technical support in various activities organized by SAC, subject to availability.



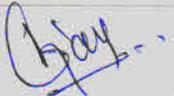
- Recognition of scientists of SAC as Ph.D. co-guide at IU.
- Eligible employees of SAC can register for Ph.D. and M. Tech. Programs at IU.
- To conduct joint R&D projects, which may be carried out wholly at Indus University, or at SAC/ISRO, or partly at Indus University & partly at SAC/ISRO
- To conduct specific PG/Short term professional courses as per ISRO needs.
- Separate project proposals will be submitted for funding by Indus University faculty specific to each research and development activities.

**(b) The responsibilities and work for SAC:**

- Indus University can send its students for internship to SAC under SAC Academic Associate Programme.
- SAC will support IU in jointly organizing faculty development programs in the areas of common interest.
- SAC will jointly organize outreach activities to spread awareness in the field of space research and applications at IU.
- SAC will provide active technical support in various Start-up projects and developing incubation Centre at IU.
- SAC will support research and development activity in IU on mutually agreed areas.
- SAC and IU members will publish research results in journals/conferences on mutually agreed terms.

**4. Confidentiality**

- (a) All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the parties and will be used subject to such terms as each party may specify. The 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. The parties agree that this agreement 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 the parties in writing.





## 5. Intellectual Property and Publications

### 5.1 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. The parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third Party without consent of the other party in writing.

### 5.2 Publication:

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

## 6. Terms and Termination

- (a) This MoU will remain valid for **five years** from the date of signing by both parties.
- (b) This MoU may be amended, renewed, or terminated by mutual agreement. The termination shall be by a prior notice of less not than three months by either the party.
- (c) In case of termination, mutual concern/agreement has to be arrived for the protecting and respecting the obligations of either of the parties under confidentiality, ongoing studies of students, Ph.D. programme, and ongoing joint research programme/projects.

## 7. Dispute Settlement Mechanism

All disputes arising between the parties in any way connected with this agreement or in regard to the interpretation of the context thereof shall be resolved amicably on mutual consultations and negotiations between the parties. If the matter remains un-resolved, the same will be





referred to Director SAC, ISRO and Vice-Chancellor, Indus University, whose decision will be final.

Notwithstanding, anything mentioned in the above para, the party to this MOU with written mutual consent may take recourse of any alternative dispute settlement mechanism.

## **8. Governing Law**

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

## **9. Amendment**

This Memorandum of Understanding is hereby concluded in terms of understanding of parties about the law of contract and intended to regulate thereby. However, party with the written mutual consent of the other party in order to facilitate settlement of dispute or implementation of the provision of this agreement may amend any provision of this agreement

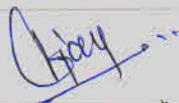
## **10. Force Majeure**

Force Majeure is an event for which both party cannot held accountable. For events constitute force majeure, they must be unforeseeable, external to the both 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 agreement is unable to meet the specific requirement due to the reasons beyond the control of the organization, 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.

## **11. Functionaries**

Dean R&D, Indus University

Dy. Director, Management and Information Systems Area, Space Applications Centre





12. 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.

On behalf of

Indus University

Space Applications Centre (ISRO)

By:

*[Handwritten signature]*

By:

*[Handwritten signature]*  
*[Handwritten signature]*  
17/11/21  
**ए. ए. देसाई**  
**M. B. DESAI**  
Director, SAC

Name:

*Prof. (Asst.) V. K. Srivastava*

Name:

*NILESH M. DESAI*

Designation:

*Vice Chancellor  
Executive President*

Designation:

*Director, SAC*

Witness:

*Indus University,  
Ahmedabad.*

Witness:

*[Handwritten signature]*  
*[Handwritten signature]*  
17/11/21

1. *Swjoy Krishna Chandray*

1.

2

2.

*Pal Pal*  
*17 Nov 21*

