

MEMORANDUM OF UNDERSTANDING

BETWEEN



Space Applications Centre (SAC)

Indian Space Research Organization (ISRO)

Ahmedabad

AND



University of Ladakh (UOL)

Ladakh (UT)

FOR

ACADEMIC RESEARCH COLLABORATION

September 2022



This Memorandum of Understanding (hereinafter referred to as MoU) is made and executed at Ladakh (UT) on this 13th day of September 2022.

BY AND BETWEEN

Space Applications Centre, one of the major centers of the Indian Space Research Organisation (ISRO) under Department of Space, Government of India, through its representative/authorized signatory Dr Bimal Kumar Bhattacharya, GD, BPSG/EPISA, SAC(Name & designation) having its headquarter located at Ahmedabad, Gujarat (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

University of Ladakh, UT Ladakh, a statutory body established in 2019 & recognized by UGC under section 12(F), through its Vice Chancellor, having its headquarter at Ladakh (UT) (hereinafter referred to as the "UOL" 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) Second Part;

Preamble

Space Applications Centre (SAC) is one of the major centers of the Indian Space Research Organization (ISRO). SAC focuses on the design of space-borne instruments for ISRO missions and development and operationalization of applications of space technology for societal benefits. The applications cover communication, broadcasting, navigation, disaster monitoring, meteorology, oceanography, environment monitoring and natural resources survey.

University of Ladakh (UOL), established in 2019 aims to establish an educational pathway to promote access to modern innovative technologies, and encourage students to address local and global issues.

B. M. B.

Su



Clause 1. Objectives of the MoU

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

Clause 2. Scope of Collaboration

- (a) At the instance of SAC, UOL shall design and offer short term courses that are aimed at upgrading the research, technical, legal and management skills and competence of SAC Scientists and Engineers.
- (b) SAC may collaborate with UOL for research and development of Earth/Planetary Observation Applications and technologies in the field of Electronics, Communication, Navigation, Computing, Information Technology, Physics, Space and Material Sciences.
- (c) SAC and UOL agree to carry out joint collaborative research work on terms and conditions mutually agreed upon, in areas of mutual interest.
- (d) SAC may invite UOL faculty to deliver talks/lectures on topics of interest to SAC. UOL may also invite SAC Scientists, Engineers and other professionals to deliver talks/lectures for the benefit of faculty and students.
- (e) Subject to the existing policies and procedures in SAC, UOL may invite SAC scientists wishing to engage in teaching and research at UOL.
- (f) UOL may work on identified academic/research problems of SAC or assigned projects either independently or jointly.
- (g) Organizing joint seminars, science exhibitions, conferences, workshops and competitions
- (h) Any other areas, which are not covered above but to be found in the interest of both UOL and SAC in future.

Clause 3. 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

B.K.

Su



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.

Clause 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. 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 prior consent of the other party in writing.

4.2 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

B. M. S.

Su



prior permission of the both the participants. It may however be ensured that the official emblem and logo is not misused.

Clause 5. 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 not less than three months by either party.
- (c) In case of termination, mutual concern/agreement has to be arrived for 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.

Clause 6. 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 unresolved, the same will be referred to Director SAC, ISRO and Vice Chancellor, UOL, 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.

Clause 7. Governing Law and Amendment

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

This MoU represents the understanding between SAC (ISRO) and UOL in the present circumstances and supersedes any earlier understanding either oral or written hitherto with respect to the subject matter of the agreement.

No amendments or modifications of the MoU shall be valid unless it is made in writing and signed by both the parties and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of the MoU from the date on which they are executed unless otherwise agreed to in writing.

B.K.

Su



Clause 8. Force Majeure

Force Majeure is an event for which both parties cannot be held accountable. For events to 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.

Clause 9. Functionaries / Focal Person / Co-Ordinator's

Dr. Sonam Joldan, Dean of Research Studies, UOL

Shri Vivek Pandey, Head, TTID / PPEG/ MISA, SAC,ISRO

Clause 10. 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 (SAC),
(First Party)**

SIGNED, SEALED AND DELIVERED by

**University of Ladakh (UOL),
(Second Party)**

SIGNED, SEALED AND DELIVERED by

B.K. Bhattacharya

Name: Dr Bimal Kumar Bhattacharya

Designation: GD, BPSG/EPSA

Address: SAC, ISRO, Ahmedabad

अ. बी. के. भट्टाचार्य / Dr. B. K. Bhattacharya
समूह निदेशक / Group Director
व्योपीएसजी - एप्सा / BPSG - EPSA
अंतरिक्ष उपयोग केंद्र (इसरो) / Space Applications Centre (ISRO)
अहमदाबाद / Ahmedabad 380015

Witness:

महेल पंड्या
Mehul R Pandya

1.
Dr Mehul R Pandya
Head, AED/BPSG/EPSA
Space Applications Centre, ISRO
Ahmedabad

2. *Chandra Prakash Singh*
Dr Chandra Prakash Singh
Scientist / Engineer - SF
Space Applications Centre, ISRO
Ahmedabad

Surinder Kumar Mehta

Name: Prof. Surinder Kumar Mehta

Designation: Vice Chancellor

Address: - University of Ladakh, Leh, UT
Ladakh



Witness:

Deskyong Namgyal

1.
Mr. Deskyong Namgyal
Dean Academic Affairs
University of Ladakh, Ladakh (UT)

Nawang Tundup

2.
Mr. Nawang Tundup
Assistant Registrar
University of Ladakh, Ladakh (UT)