



**MEMORANDUM OF UNDERSTANDING
FOR EDUCATIONAL AND SCIENTIFIC COOPERATION**

This Memorandum of Understanding ("MoU")
is made on the 26 day of April 2024.

Between:

- (1) Department of Earth Science and Engineering, Imperial College of Science, Technology and Medicine (the "College") of Exhibition Road, London, United Kingdom SW7 2AZ; and
- (2) University of Ladakh, Leh 194 101, Ladakh UT, INDIA

Hereafter referred to as the "Parties" or "Party" in the singular, or "institutions" or "institution" in the singular.

1. Purpose

The parties wish to work together to investigate the Ladakh's potential as an analog site for Mars. Parties will conduct a joint study to explore how the environment of the Ladakh affects biosignature detection. One of the aims will be to identify the strata with the highest potential to hold biosignatures. This will inform current and future Mars rover missions of the most appropriate sites to look for organics.

2. Objectives

Given the current areas of specialization and expertise at the two institutions, the Parties intend to work towards the following core objectives, subject to clause 3.1 and 4.7 below:

- 2.1. Joint research and training activities of common interest in various fields including but not limited to biosignatures and the silification processes around hot springs.
- 2.2. Exchange of non-confidential information including (but not limited to) exchange of training, and research documentation .
- 2.3. Exchange of faculty members for research, lectures and discussions.
- 2.4. Exchange of graduate students for study and research.

3. Further Agreements / Approvals

- 3.1. While the Parties acknowledge the core objectives set out above, the Parties agree that any specific arrangements in pursuance of these general objectives will be subject to the normal review and approval processes at each institution



and if approved, will be implemented by further signed agreements. Each Party will obtain any necessary approvals for visits and field work from the relevant government authorities, if required.

- 3.2. Themes of joint activities and the conditions for utilizing the results achieved and arrangements for specific visits, exchanges and other forms of cooperation, including financial arrangements, will be developed mutually for each specific case.
- 3.3. Each Party will pay its own costs relating to the negotiation, preparation, execution and implementation of any further agreements between the Parties.
- 3.4. The parties are aware that the export of material (biological, non biological, natural, artificial, etc.) as part of their collaboration under this MoU may require written governmental approval under applicable law and shall work collaboratively in order to secure any such approval where required.

4. General Conditions

- 4.1. The College has set out the values which it expects from its staff and students in its Code of Ethics ([http://www.imperial.ac.uk/media/imperial-college/administration-and-support-services/legal-services-office/public/what-we-do/Ethics-Code-\(June-2016\).pdf](http://www.imperial.ac.uk/media/imperial-college/administration-and-support-services/legal-services-office/public/what-we-do/Ethics-Code-(June-2016).pdf)), and it seeks collaborators who share these values.
- 4.2. This MoU will be initiated for a period of five years. In the third year, an assessment report will document the usefulness and value of the collaboration. At this time the MoU may be extended beyond the initial five year period by mutual agreement between the Parties, or terminated any time after the end of the third year by either Party giving 6 months' notice in writing. The MoU may be amended at any time by the consent of the Parties confirmed in writing. This clause 4.2 is legally binding.
- 4.3. Each university agrees to appoint an overall coordinator for the administration of the MoU. The coordinator will serve as the contact person on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and for the general welfare of exchange personnel. The coordinator at the College is Professor Mark Sephton. The coordinator at University of Ladakh is Dr. Subrat Sharma. All notices under this MoU must be sent to the relevant overall coordinator.
- 4.4. The Parties agree to respect each other's rights to intellectual property and any confidential information designated as such at the time of disclosure (including, for the avoidance of doubt, not to disclose any such confidential information to any third party (unless required by law) without the other Party's prior written consent). This clause 4.4 is legally binding.
- 4.5. Protection and exploitation of any intellectual property rights that arise under this MoU will be agreed on a case-by-case basis, after consideration of officially laid down IPR policies of the Parties. For the avoidance of doubt, nothing in this MoU shall affect any Party's existing intellectual property rights and, accordingly, any existing intellectual property rights of a Party are and shall remain the exclusive property of that Party (or, where applicable, the third party from whom its right to use such intellectual property rights have derived). This clause 4.5 is legally binding.



4.6. Neither Party will make any public announcement or press release regarding this MoU, or use the name or trade marks of the other Party, without the other Party's prior written consent. This clause 4.6 is legally binding.

4.7. This MoU is a non-binding expression of the current intentions of the Parties who intend to work together to agree the terms of the specific agreements that will be required to achieve the core objectives. Save for this clause and clauses 4.2, 4.4, 4.5 and 4.6, this MoU is not intended to be legally binding, nor to create, evidence or imply any contract, obligation to enter into a contract or obligation to negotiate.

This MoU takes effect on the date it is executed on behalf of both Parties.

**Imperial College of Science,
Technology and Medicine**

University of Ladakh

**Professor Tina van de Flierdt
Head of Department, Earth
Science and Engineering**

**Dr. R.M.K. Khan,
Dean School of Earth Sciences**

Date: 29th April 2024

Date: 24th April 2024