

Memorandum of Understanding

BETWEEN



**UTTARAKHAND SPACE APPLICATION CENTRE, DEHRADUN
(U-SAC)**

AND



**Veer Madho Singh Bhandari Uttarakhand Technical
University**

FOR

IMPLEMENTATION OF PROGRAMME ACTIVITIES

Memorandum of Understanding (MoU) was signed for the first time for Implementation of Programme between Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun and Uttarakhand Space Application Centre, Dehradun on the dated for five years.

This reviewed Memorandum of Understanding (MoU) has been entered into between:

Uttarakhand Space Application Centre, Dept. of Science & Technology, Govt. of Uttarakhand, presently located at Antariksh Bhawan, Upper Aamwala, Raipur, Dehradun (hereinafter referred to as U-SAC), which expression shall unless repugnant to the context there of, included its successors and permitted assigns of the FIRST PARTY.

AND

Veer Madho Singh Bhandari Uttarakhand Technical University, a Uttarakhand State Technical University located at NH-72, Suddhowala, Dehradun (Hereinafter referred to as UTU), of the SECOND PARTY(who for the purpose of this MoU are hereinafter ager individually referred to as party' and collectively referred to as the parties).

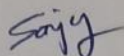
- 1- Whereas U-SAC, an office under the **Department of Information, Good Governance and Science Technology, Govt. of Uttarakhand** is engaged in the advanced research and applications of space technologies, including remote sensing and geographic information system, and has developed expertise and capabilities in above mentioned areas over the years.
- 2- Whereas Veer Madho Singh Bhandari Uttarakhand Technical University is Uttarakhand State University running AICTE and UGC approved courses including M.Tech, MBA, MCA, B.Tech, BHMCT, Ph.D., etc. through its various campus and affiliating institutions.
- 3- In view of the above background, the common objective is to have educational and scientific collaboration for mutual benefit though joint Ph.D., M.Tech, Internships and research Programme.

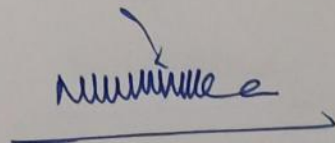
Scope of academic interaction:

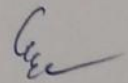
Both U-SAC and Uttarakhand Technical University shall encourage interaction between the Scientists, Engineers, research fellows, research scholars, faculty members and students of both the organizations through following arrangements.

- a) Sharing of faculty/Scientists for limited periods as mutually agreed upon from time to time
- b) Organization of joint meetings, conferences, and seminars for knowledge sharing,
- c) Practical/ Summer training of UTU students at USAC,
- d) Joint guidance of students projects/ Thesis, and









e) Joint Ph.D. & M.Tech. programme as per mutually agreeable terms.

Joint Ph.D. Programme, Internship/Vocational Training and Research Projects:

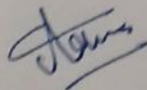
1. The scientists/ engineers working at U-SAC on a regular post and having M.Sc./M.E./M. Tech or equivalent degree from reputed institutions University with minimum first division would be eligible to register at Uttarakhand Technical University for Ph.D. Programme as per applicable Ph.D ordinance of university.
2. U-SAC scientists/ engineers fulfilling the educational qualifications as stated above and having more than five years of research experience would be permitted to pursue their Ph.D. in UTU as per UGC/AICTE norms and applicable Ph.D ordinance of university.
3. The U-SAC Junior and Senior Research Fellows (JRFs SRFs), Dehradun will also be allowed for registering for Ph.D. programme at UTU and they will have same status like CSIR-UGC Fellows for registering for Ph.D. programme at UTU as per applicable Ph.D ordinance of university.
4. U-SAC will provide lab facilities and the work would be carried out at U-SAC Dehradun. UTU will recognize U-SAC, Dehradun as one its approved Research Centers.
5. U-SAC will allow the students of UTU for their internship/ vocational training.
6. U-SAC may limit no. of interns up to 4 to 8 and during the internship they will be governed by the rules and regulations of U-SAC.
7. While recruitment of Research Fellows under a project, U-SAC may give preference to the students of UTU if fulfilling the eligibility criteria of the project and the emoluments would be given as mentioned for the post under the project.

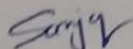
Sharing of Facilities

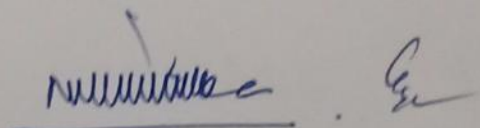
- i. U-SAC and UTU shall make provisions to share their respective important R&D/Lab, Auditorium, Conference hall and facilities in order to promote academic and research interaction in the areas of cooperation.
- ii. U-SAC and UTU shall permit tie exchange of technology developed in-house in the areas of cooperation, of permissible, within the rules governing the two institutions.
- iii. U-SAC and UTU shall provide access to the library facilities to scientists, engineers, faculty members and students as per the prevailing rules and norms in the respective institutes.

Co-ordinations of the programme including financial arrangements

- I. The collaborative programme between U-SAC and UTU shall be coordinated by a coordination committee appointed by Director/VC of both the institutes.







- II. Financial arrangements for each specific collaboration will be decided on a case by case basis and brought on record in each case after due approval from heads of both the institutions.

Effective data and duration of MoU

- i. This MoU shall be effective from the date of its approval by competent authorities at both ends.
- ii. The duration of this MoU shall be for a period of 5 years from the effective date and will be reviewed after five years.
- iii. During its tenancy, the MoU may be extended or terminated by a prior notice or not less than six months by either party. However, termination of the MoU will not in any manner affect the interests of the students, faculty, scientists who have been admitted to pursue a programme under the MoU.
- iv. Any clause or article of the MoU may be modified or amended by mutual agreement of U-SAC and UTU.

IPR

Rights regarding publication, patents, royalty, ownership of software/ Design/ product developed etc. under the scope of this MoU, shall be decided by the two parties by mutual consent.

Confidentiality

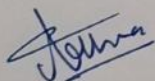
During the tenure of the MoU both U-SAC and UTU will maintain strict confidentiality and prevent disclosure of all the information and data exchange under the scope of this MoU for any purpose other than in accordance with this MoU.

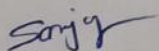
Both U-SAC and UTU shall bind their respective personal, who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than interred under this agreement or PROJECTS.

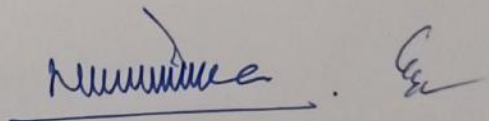
Further both U-SAC and UTU shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

Confidential information

Confidential information shall mean any proprietary information data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing part under this agreement or any subsequent agreement whether in writing verbal or electronically, irrespective of the







medium in which such information is stored which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions, however confidential information shall not include any data or information which-

- i. Is or becomes publicly available through no fault of the receiving party.
- ii. Is already in the rightful possession of the receiving party prior to its receipt of such data or information.
- iii. Is independently enveloped by the receiving party without reference to the confidential information of the disclosing party.
- iv. Is rightfully by the receiving party from a third party or is in the public domain.
- v. Is disclosed with the written consent of the party whose information it is,
- vi. Or is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

Amendments

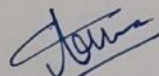
Any amendment or addenda to the agreement shall be in writing and signed by the parties hereto and shall only after such execution be deemed to form part of the Agreement and have the effect of modifying the Agreement to the extent required by such amendment or addenda.

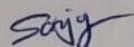
Resolution of disputes

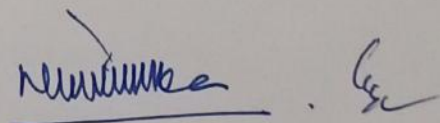
- i. This agreement shall take effect and be construed in accordance with the laws of India and be subject to the jurisdiction of the courts at Dehradun.
- ii. The dispute or difference whatsoever arises between Parties in relation to or in connection with this Agreement both the parties shall first try resolve the dispute/difference amicable between them. Failing which the matter shall be referred to and settled through arbitration, the arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation Act. 1996. The venue of arbitration shall be Dehradun and Language of arbitration shall be English.

Miscellaneous

- i. The heading and sub- heading are inserted for convenience only and shall not affect the construction of this Agreement.
- ii. Both U-SAC and UTU shall not during the term of this agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel or other party without the previous consent in writing of that other party.
- iii. No failure to exercise and no delay in exercising, on the part of a party. And right remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or any right, remedy, power or privilege hereunder preclude



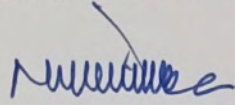




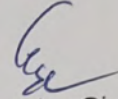
any other or further exercise thereof to the exercise of any other right, remedy, power or privilege. The rights, remedies power and privileges herein provided are cumulative and not exclusive of any exclusive of any right remedies, powers and privileges provided by law.

iv. After this agreement has been signed, all preceding understanding/Negotiations and correspondence pertaining to it shall become null and void.

In witness whereof this MoU has been executed by the duly authorized representatives of U-SAC and UTU hereto on the dated 06/06/2023. Dehradun.

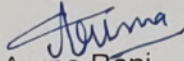


Smt. Nitika Khandelwal, IAS
Director,
Uttarakhand Space Application Center
Dehradun



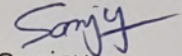
Prof. Satyendra Singh Registrar
Registrar, Veer Madho Singh Bhandari
Uttarakhand Technical University
Dehradun, Uttarakhand
Uttarakhand Technical University.

Witness-1



Name: Dr. Aruna Rani
Designation : Sr. Scientist/Eng. SD
Date : 03.06.2023

Witness -2



Name : Dr. Sanjay
Designation: Astd. Professor
Date: