



मेघालय MEGHALAYA

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Memorandum of Understanding

Between

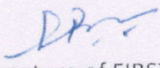
North Eastern Regional Institute of Water and Land Management, Tezpur
and


North Eastern Space Applications Centre (NESAC), Umiam, Meghalaya
for facilitating.

Teaching/Training/Research as Knowledge Partners

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this.....29.....day of the month ofJUNE..... in the year ..2021..... by and between the **North Eastern Regional Institute of Water and Land Management, Tezpur** having its headquarter at Dolabari, Tezpur 784027, Assam [hereinafter called **FIRST PARTY**] on the **ONE PART** and the **North Eastern Space Applications Centre (NESAC), Umiam, Meghalaya** having its Office at Umiam, Ri-Bhoi District, Meghalaya 793103 [hereinafter called **SECOND PARTY**], an autonomous organisation of Department of Space, Govt. of India on the **OTHER PART** (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common teaching and research interest and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion quality research and student's training in cutting edge areas of inclusive agriculture and allied areas with application of space sciences and technology.


(Signature of FIRST PARTY)


(Signature of SECOND PARTY)

WHEREAS the “**First Party**”, an institute under the Ministry of Water Resources, River Development & Ganga Rejuvenation (registered under the Society Registration Act, 1860) involved in an arrays of capacity building programmes, Research and Consultancies along with conducting M. Tech. Course for Water Resource Management

AND WHEREAS the “**Second Party**” is involved in the research and applications of Space Sciences and Technology in various fields including agriculture, hydrology, atmospheric sciences, etc,

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in teaching, research and projects requiring expertise and logistics of both the parties.

Now, therefore, in consideration of the above and the mutual covenants and promises herein contained, it is agreed as follows:

Article 1. Scope

- 1.1 The First party will recognize the Scientists of Second party as adjunct faculty as recommended by the Director of Second party, for the activities of 1st party in HRD-CB and academics as approved by the Ministry of Jal Shakti and in the teaching and guidance of research programmes of students of First party in its M. Tech and Ph. D programmes. Whereas, the Second party recognize the faculty of the First Party for its activities related to works in water resource management and allied areas.
- 1.2 The Second party shall consider deputing/ approving scientists for different training programmes, students’ teaching and research to the first party as per the existing rules of Department of Space.
- 1.3 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions of the Parties.
- 1.4 Research, instrumentation and library facilities available with the First party and the Second party will be made available to the Faculties, Scientists, Research Fellows and Students of both the parties as per norms of the parties.

Article 2. Management

- 2.1 Whereas, the First party is involved in field activities related to water resources and irrigation water management, watershed development and management, land resource management will permit the involvement of Second party’s scientist to work in the same field/ geographical domain to work in collaboration for any

(Signature of FIRST PARTY)

(Signature of SECOND PARTY)

scientific study and application of space technology as per mandate of the Second party.

- 2.2 The Second party will also involve the Faculties of First party, if such studies are taken place in the project areas of First party and share the scientific information unless such data are sensitive in nature from the point of view of National Security.

Article 3. Exchange of Information

- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2. The parties shall support the widest possible dissemination of information. In case the information shared by a Party is confidential, the other Party shall be informed about such nature of the information in writing. In the absence of any such communication, Parties shall not be bound to treat the information shared under this MoU as confidential.
- 3.3 Under no circumstances, restricted or confidential information will be transferred by either Party to a third party, without prior written consent of the other Party.
- 3.4 The following information may not be considered as Confidential:
- (i) Information that had been already in the public domain when obtained from the other Party, or information that has come into the public domain after being obtained from the other party due to reason not attributable to the receiving party.
 - (ii) Information obtained from a third party without bearing confidentiality obligations.
 - (iii) Information that was in the receiving Party's possession or was already known by receiving Party, at the time of disclosure.
 - (iv) Information that was developed independently and not from information obtained from the other Party, and which can be proved in writing.
 - (v) Information the disclosure of which is obligatory under the laws or court orders.

Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or

(Signature of FIRST PARTY)

(Signature of SECOND PARTY)

- religion. Both the Parties shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.
- 4.2 The Scientists working with the Second Party will be empanelled as Adjunct Faculty by the First Party after approval from the competent authority of the First Party as per the established norms and impart teaching/training to the Students admitted by the First Party.
 - 4.3 The outcome of PG and PhD theses/research submitted by the students to the First Party for the award of degree shall be the property of the First party. In every case the contribution of the Students will be duly recognised with respect to publication/ patent, etc. Intellectual contribution of the Student Advisory Committee Members should also be duly acknowledged/ recognized.
 - 4.4 Honorarium shall be given to the Faculties/Scientists of the either parties if involved in HRD-CB activities such as teaching and training as per existing norms. However, the honorarium is not to be considered as additional financial benefits or office of profit in the other party.
 - 4.5 All communications related to policy and financial matter shall be made between Director of the First Party and the Director of the Second Party.
 - 4.6 The Faculties from the First party and the Scientists from the Second party may prepare joint research projects for external funding on areas of common interest. The financial and intellectual property rights issues will be discussed and resolved mutually.
 - 4.7 All questions not foreseen related to this MoU will be handled by the parties through mutual agreement.
 - 4.8 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

Article 5. Intellectual Property Rights

- 5.1 Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with the respective laws, rules and regulations of India.

Article 6. Publication and use of name, logo and official emblem

- 6.1 Both the Parties shall observe the following provisions regarding publication:
 - a. 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 name, logo and/or official emblem of the participants on any publication, document and/or paper will require prior permission of both participants. It may however, be ensured that the official emblem and logo is not misused.

(Signature of FIRST PARTY)

(Signature of SECOND PARTY)

- b. All Publication should be done with the mutual consent of the Parties into research and the consent should be obtained in writing.
- c. If a Party intends to publish material relating to research, it must notify the other Party in writing of its intention to publish, through a prior notice allowing the other Party to respond within a certain period say (15 days), accompanied by a draft of the proposed publication or public disclosure.
- d. On receipt of the notice, the other Party shall convey its views/decisions, if any, on the following:
 - i. To allow publication; or
 - ii. Request for delay in publication (till patents are filed); or
 - iii. To allow publication of only part of information; or
 - iv. To exclude certain portions from the information being published.

Article 7. Admission and Fees

- 6.1 Admission of the students and the award of degrees for different programmes shall be the responsibility of the First party as per the rules and regulations of affiliating university.
- 6.2 Any student(s) assigned to the Second Party for training/postgraduate research, if found violating the rules and regulations laid down by the Second Party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, it will be referred to the designated Disciplinary Committee of the First Party. The First Party will then take disciplinary action against the erring student as per the regulation of the first party. However, in such case, scientist concerned of the Second Party or any representative of the Director of the Second Party shall be a co-opted member in the Disciplinary Committee.

Article 8. Entry into effect, modification and termination

- 8.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for 5 (five) years. Both the parties shall review the status of the MoU at the end of period to determine any modification, renewal or extension. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.
- 8.2 All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.

(Signature of FIRST PARTY)

(Signature of SECOND PARTY)

8.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

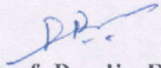
Article 9. SETTLEMENT OF DISPUTES

8.1 In the event of any dispute or difference between the Parties hereto, arising out of or in relation to this MoU, such difference or dispute shall be resolved amicably by mutual consultation or through negotiations. Disagreements at the operating level shall be forwarded to respective higher authorities for appropriate resolution.
 8.2 In case no solution could be arrived by mutual consultation or through negotiations an Arbitrator of mutual acceptance may be identified for the settlement of dispute. The seat of arbitration shall also be decided mutually.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

(Name and Address of the First Party)

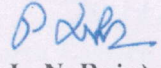

 (Prof. Pradip Bora)
 Director
 North Eastern Regional Institute of
 Water and Land Management
 (NERIWALM), Tezpur, Pin: 784027
 Assam
 Tel No.
 Date
 (Signature with Seal)

Witness 1:.....

Witness 2:

(Signature of FIRST PARTY)

(Name and Address of the Second Party)


 (Shri P. L. N. Raju)
 Director
 North Eastern Space Applications
 Centre (NESAC)
 Umiam, PIN: 793103 Meghalaya
 Tel No. 0364 2570141 एल एन राजू / P L N Raju
 Date निदेशक / Director
 (Signature with Seal) उत्तर पूर्वी अंतरिक्ष उपयोग केंद्र
 North Eastern Space Applications Centre
 उमियाम/Umiam - 793103, मेघालय/Meghalaya

Witness 1:.....

Witness 2: .....

(Signature of SECOND PARTY)