

समझौता ज्ञापन MEMORANDUM OF UNDERSTANDING

के मध्य / BETWEEN



राष्ट्रीय प्रौद्योगिकी संस्थान अगरतला
NATIONAL INSTITUTE OF TECHNOLOGY AGARTALA
जिरानिया / JIRANIA - 799046
पश्चिम त्रिपुरा / WEST TRIPURA, त्रिपुरा / TRIPURA

और / AND



उत्तर पूर्वी अंतरिक्ष उपयोग केंद्र
NORTH EASTERN SPACE APPLICATIONS CENTRE
अंतरिक्ष विभाग / DEPARTMENT OF SPACE
भारत सरकार / GOVERNMENT OF INDIA
उमियम / UMIAM - 793103, मेघालय / MEGHALAYA



सत्यमेव जयते

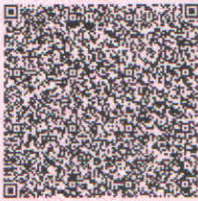
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Government of Meghalaya

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Description of Document : Article 5 Agreement or Memorandum of an Agreement
Property Description : NA
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(Zero)
First Party : NATIONAL INSTITUTE OF TECHNOLOGY AGARTALA
Second Party : NESAC UMIAM
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This Memorandum of Understanding is entered into at NESAC, Umiyam, (at Umiyam, Ri-Bhoi district, Meghalaya, PIN - 793103) on 24th day of July, 2023 (24/07/2023) hereinafter called MoU

BETWEEN

The National Institute of Technology, Agartala, Tripura, duly represented by its Director, having its office at Jirania, West Tripura, Tripura, PIN - 799046(which term or expression shall mean and include, unless repugnant to the context, its successors, assignees, and administrators) of the FIRST PARTY

AND

PU 0008177492

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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North Eastern Space Applications Centre, Department of Space, Government of India, Umiam, Meghalaya, duly represented by its Director, having its office at Umiam, Ri-Bhoi district, Meghalaya, PIN-793103 (which term or expression shall mean and include, unless repugnant to the context, its successors, assignees, and administrators) of the SOCOND PARTY

1. Preamble

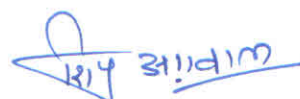
WHEREAS, The National Institute of Technology, Agartala (hereinafter referred to as "NIT AGARTALA") is one of the 31 National Institutes of Technology of India and was established in 1965 (erstwhile Tripura Engineering College). The Institute's mission is to help to improve the economic development of the country particularly the North-East states and also the public systems, through pursuit of excellence in technical education, research, consultancy and training. Presently the Institute offers nine UG courses and twenty-four PG courses in several fields along with Post-Doctoral Fellowships. This Institute is autonomous under NIT Act passed by the parliament on 31st March 2006. The National Institute of Technology Agartala has been constituted by the honorable Govt. of India with the mission to herald a new chapter of development in the country, particularly, in the North-East states, through pursuit of excellence in technical education and research. In an era of renaissance in technical education in north east, the honorable ministry of Human Resources Development has conferred the status of "Institute of National Importance".

AND WHEREAS, The North Eastern Space Applications Centre, was established on 5th September, 2000 under Meghalaya Societies Registration Act, 1983 as a joint initiative of Department of Space (DOS) and North Eastern Council (NEC). North Eastern Space Applications Centre, (hereinafter referred to as "NESAC"), is an autonomous organization under the administrative control of Department of Space, Govt. of India with a vision to play catalytic role in holistic development of North Eastern Region of India by providing Space Science and Technology support at all possible levels.

AND Whereas, NIT Agartala and NESAC, hereinafter collectively referred to as 'the Parties' and individually as 'the Party', for the purpose of furthering cooperation in education and research and development activities with focus on application of Artificial Intelligence (AI), Machine Learning (ML) and Deep Learning (DL) in different areas of Space Applications, between these two institutions, hereby affirm their intent to promote such academic collaborations and to participate in various academic and research endeavors AND, therefore, for and on behalf of Hon'ble President of India, and being duly authorized on Her behalf, the Director of NIT-Agartala and the Director of NESAC, formally agree on this Memorandum of Understanding (MoU) as follows:



Signature of First Party



Signature of Second Party

2. Objectives

This MoU envisages to fulfilling of the following objectives:

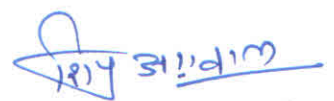
- 2.1 **Application of AI, ML, and DL:** NIT Agartala and NESAC shall take up joint projects/activities towards utilization of AI, ML, and DL in different areas of Space Applications, particularly in the field of geospatial technology;
- 2.2 **Internship Program:** UG/PG/PhD students of either NIT-Agartala or NESAC will visit the other institute for period of 2 to 8 weeks to attend a summer internship program either specifically designed or offered or apart of ongoing research at NIT AGARTALA or NESAC. Institutes may charge a fee per participant, on mutual agreeable terms, to cover the project related costs, if any;
- 2.3 **Joint Degree Programs:** NIT AGARTALA and NESAC will explore possibilities of offering joint Bachelors, Master and PhD programs in both the traditional and the interdisciplinary areas of specialization of high relevance to both the Parties, as per existing norms. NIT AGARTALA and NESAC will consider making provisions to allow postgraduate students of the other Party to do semester-long courses or carry out research in their respective institutes. The fees for doing these activities will be decided separately/ jointly by both the Parties.
- 2.4 **Faculty Support:** Both the institutes may permit its faculty to visit the other institute for short durations ranging from one week to one year for teaching and/or research, on mutually agreeable terms;
- 2.5 **Master's and Doctoral programs at NIT AGARTALA:** NIT Agartala may allow NESAC faculty and students (research scholars) to pursue their Masters and/or Doctoral programs at NIT AGARTALA on a full-time basis or part-time basis, as per existing norms at NIT AGARTALA;
- 2.6 **Short-term Programs and Workshops:** To jointly organize short term certificate course, training program, continuation programs, seminars, conferences on topics of mutual interest and invite faculty members from both the institution to participate.

3. Coordinators

The Director, NIT AGARTALA, and the Director, NESAC, shall be primarily responsible for this cooperation at NIT AGARTALA and NESAC respectively. They may delegate their authority to coordinators whose responsibility will be to:

- 3.1 Initiate action at their respective institutions to implement the provisions of this MoU,


Signature of First Party


Signature of Second Party

- 3.2 Coordinate and monitor the activities initiated under this MoU,
- 3.3 Undertake official visits to each other's institution to operate articles coming under this MoU, and
- 3.4 Ensure national regulations and customs be mutually respected by all.

4. General Provisions and Financial Obligations

- 4.1 This MoU shall have an initial duration of FIVE years from the last date of signature, however, may be terminated upon a six month notice by either party of such intent. This MoU may be extended further, in five-year terms, after review and by mutual written agreement.
- 4.2 This agreement may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.
- 4.3 This MoU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expenses hereunder to the other Party until and unless definitive agreements have been negotiated and approved by the management levels of each Party.
- 4.4 Both Parties will maintain their independent identity, logo symbol, image and make no other claims in their publicity material, media, websites, which is termed to be beyond the scope and nature of activities as incorporated in this memorandum. Each Party will consult with and concur with the other Party to use the names of the officials'/faculty members, and the logo for the activities under this MoU including dissemination of results and outcome under this MOU, in public.
- 4.5 There will be no financial obligations on both Parties under this MoU.

5. Intellectual Property

- 5.1 Each party will ensure appropriate protection of Intellectual Property Rights (IPR) generated from cooperation pursuant to the agreement, consistent with domestic laws, rules and regulations of India.
- 5.2 In case of research is carried out solely and separately by the party or research results are obtained through the sole and separate efforts of the party, the party concerned alone will apply for the grant of IPR and once granted, the IPR will be solely owned by the party concerned.
- 5.3 In case of research results obtained through joint activities, the grant of


Signature of First Party


Signature of Second Party

intellectual property rights will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties. Each party shall notify the other of any joint IPR promptly after a disclosure is received by their respective IP office.

- 5.4 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 written consent of the other party.

6. Dispute Settlement and Liability

- 6.1 Any dispute, controversy, or claim arising out of or in relation to this MoU, including the validity, invalidity, breach or termination thereof, shall be settled by referring the case to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 and its amendment at 5th and 7th Schedule vide Arbitration and Conciliation (Amendment) Act, 2015 or as may be amended from time to time.
- 6.2 Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each hereunder.
- 6.3 All legal disputes between the parties shall be subject to the jurisdictions of courts situated at Meghalaya, India.

7. Legal Relationship

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall be constructed to create any legal relationship between the Parties. Details of specific cooperation will be determined on a case-by-case basis and by mutual agreement consistent with this memorandum of understanding.

8. Confidential Information

- 8.1 All information and documents to be exchanged pursuant to the MoU 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 purpose other than that specified without the prior written consent of the other Party.
- 8.2 All confidential information shall remain the exclusive property of the disclosing Party. The Parties agree that this MoU and the disclosure of the confidential information do not grant any license, interest, or right to the recipient in respect to any intellectual property right of the other Party.

Signature of First Party

Signature of Second Party

MoU: NIT Agartala and NESAC

- 8.3 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.

IN WITNESS WHEREOF, the Parties hereto had executed this MoU in two originals in the English language, one for each Party. In witness thereof, both the Parties have caused this MoU to be signed by their duly authorized representatives on the day, month, and year first above written.

Signed, sealed, and delivered in the presence of:

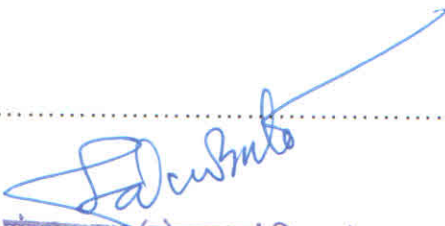
Prof. Sarat Kumar Patra
Director
National Institute of Technology Agartala
Jirania-799046, West Tripura, Tripura

Date: 24.07.23

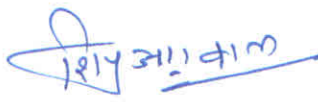

प्रो. सरत कुमार पात्रा
Prof. S. K. Patra
निदेशक / Director
National Institute of Technology
Agartala.

Witness

1.


संकायाध्यक्ष (योजना एवं विकास)
Dean (P&D)
रा० प्रौ० सं०, अगरतला / NIT, Agartala.

2.



Dr Shiv Prasad Aggarwal
Director
North Eastern Space Applications Centre
Umiam-793103, Shillong, Meghalaya

Date: 24.07.2023


डॉ. एस पी अग्रवाल / Dr. S P Aggarwal
निदेशक / Director
उत्तर पूर्वी अंतरिक्ष उपयोग केंद्र / North Eastern Space Applications Centre
भारत सरकार / Govt. of India. अंतरिक्ष विभाग / Dept. of Space
उमियम / Umiam - 793103, मेघालय / Meghalaya

Witness

1.


Dr. K. K. Sarma,
GS, RSAS, NESAC

2.


SHYAM S. KUNDU
Head, SASD