



MEMORANDUM OF UNDERSTANDING
Between

INDIA METEOROLOGICAL DEPARTMENT (IMD)

AND

MOTILAL NEHRU NATIONAL INSTITUTE OF TECHNOLOGY ALLAHABAD
Prayagraj, U.P. 211004

1.PREAMBLE

1.1 That both MNNITA & IMD desire:-

1.1(a) to explore possible collaborations on education, research, out reach programs, product innovation, and technology commercialization etc. and

1.1(b) to jointly work on Projects in topics of mutual interest and develop IP and Products under terms and conditions mutually agreed upon by the Parties and

1.1(c) to extend support to the collaborative work on mutually agreed projects carried out by the other Party to the extent agreed by the Parties

1.2 Whereas the Parties desire to record the broad terms and conditions that are jointly accepted and agreed to, in this MoU as contained hereunder.

2.DEFINITION

a. 'Projects' shall mean and include the individual Projects under the scope of the MoU, the terms and conditions for execution of each of which shall be jointly agreed upon, in writing.

b. 'IMD know-how' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, owned and provided by IMD, which are required for the Projects.

c. 'MNNITA know-how' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, published or otherwise owned and provided by MNNITA, which are required for the Projects.

d. 'IMD Personnel' shall mean faculty members and / or scientists and / or staff/ or experts of IMD deputed for the Projects.

e. 'MNNITA Personnel' shall mean the faculty members and / or scientists and / or students and / or staff/ or experts of MNNITA deputed for the Projects.

f. "Principal Investigator" shall mean the individual(s), member of MNNITA or IMD having the responsibility of conducting and supervising the Project(s) under this MoU.

g. "Co-Investigator" shall mean the individual(s) participating in the Project(s) under the supervision of Principal Investigator, including, but not limited to, students and representatives.

h. "Project Investigator Team" shall comprise the Principal Investigator and the Co-Investigators participating in the Project(s) under this MoU.



i. 'Products' shall mean the results, software, hardware or any other deliverable generated as a result of work to meet the objectives of the Projects.

j. 'IMD - MNNITA Collaboration' shall mean the activities envisaged under this MoU.

k. Anything which has not been defined herein this Memorandum shall mean and dealt according to the General Clauses Act of the land as well as according to the respective definition as defined in respective law time being in force.

3. SCOPE OF COLLABORATION

The Parties intend to explore cooperation prospects in the following areas:

- I. Encourage collaboration and cooperation of projects involving Faculties, engineers and personnel associated with each institution
- II. Development of special training programs, courses and / or internships wherever possible;
- III. Exchange of publications and other academic research information of common interest, as availability and resources permit;
- IV. Cooperative research projects to be carried out in selected fields agreed upon mutually;
- V. Pursue collaboration on research areas related to weather and extreme event monitoring and their forecasting, including AI-based solutions, development of various sensors, devices and / or for meteorological applications, and any other activities which shall be necessary as per the technological advancement of the time.
- VI. The latest state of art instruments can be deployed with mutually agreed collaborative developments. The financial terms and conditions will be decided in a separate agreement at that time only.
- VII. Development of Computational tools of mutual interest and shared for operational purposes of IMD.
- VIII. Exchange visits of Faculty members, researchers, experts and students for joint experiments, training and implementation of other collaborative projects;
- IX. Organizing events of common interest (including conferences, workshops, knowledge exchange programme etc).
- X. Encourage innovations in areas of mutual interest by joint or collaborative projects.
- XI. Mutually support technology commercialization projects and product development carried out by the Parties by offering subject matter expertise, facility access and other support as necessary, as per agreed terms and conditions.

4. SCOPE OF MOU

This MoU describes the broad terms and conditions under which the Parties will collaborate for projects as per the scope of collaboration. IMD and MNNITA shall work jointly to carry out Projects in the above said items with specific objectives, terms & conditions to be jointly agreed under the MoU.





5. ACTIVITIES AND OBLIGATIONS OF IMD

- a. IMD will provide a coordinator as a primary point of contact for the purposes of collaboration of mutual interest of this MoU
- b. IMD shall be responsible for providing the data required for the Projects, as identified in each mutually agreed Project and will not be shared commercially to the third party. The IMD data utilized for the research development under the ambit of this MoU will be free of cost.
- c. IMD will provide IMD know-how, which may be deemed necessary for the Projects.
- d. IMD will provide reasonable access to IMD facilities for the Project to the extent required for that project subject to the agreed terms and conditions.
- e. IMD will provide reasonable assistance of IMD Personnel to the Project up to the extent required and possible based on mutually agreed terms and conditions. Such assistance however shall not hinder the assigned personnel from carrying out his/her regular duties in IMD.
- f. IMD may nominate sponsored category candidates for Masters' and Ph. D program at MNNIT Allahabad.
- g. IMD shall take reasonable steps to prevent MNNITA know-how, which are meant only for the purpose of conducting the Projects, from unauthorized usage or falling into unauthorized hands. IMD shall ensure that personnel working on Projects sign appropriate non-disclosure agreements to prevent unauthorized usage or disclosure of materials or information received under this MoU.
- h. IMD shall complete the activities in the said items and deliver the Products to MNNITA as per the individual Project objectives and schedules as agreed upon.

6. ACTIVITIES AND OBLIGATIONS OF MNNITA

- a. MNNITA will provide a coordinator as a primary point of contact for the purposes of collaboration as mentioned in this MoU.
- b. MNNITA will provide MNNITA know-how, which may be deemed necessary for the Projects.
- c. MNNITA may send candidates for 'hand-on sessions' and / or technical training activity to IMD. Future possibilities of organizing joint capacity building activities may be encouraged.
- d. MNNITA will provide reasonable access to MNNITA facilities for the project to the extent required for that project subject to the agreed terms and conditions.
- e. MNNITA will provide reasonable assistance of MNNITA personnel to the Project up to the extent required and possible based on mutually agreed terms and conditions. Such assistance however shall not hinder the assigned personnel from carrying out his/her regular duties in MNNITA.





f. MNNITA shall complete the activities in the said items and deliver the Products to IMD as per the individual Project objectives and schedules as agreed upon.

g. MNNITA shall take reasonable steps to prevent IMD know-how, which are meant only for the purpose of conducting the Project(s), from unauthorized usage or falling into unauthorized hands. MNNITA shall ensure that MNNITA personnel and the Project Investigator Team working on Projects sign appropriate non-disclosure agreements.

7. FINANCIAL AND OTHER ARRANGEMENTS

The consideration payable to IMD / MNNITA for individual Project cost and the schedule of payment would be as mutually agreed upon for each Project. Any other Project related payment will be as per mutual agreement. Financial arrangements related to Intellectual Property Rights sharing will be as spelt in clause 12

8. ASSIGNMENT

The Parties hereto shall not transfer or assign any of their rights and obligations under this MoU to any other party without obtaining prior consent in writing from other Parties hereto.

9. TERM/ DURATION

This MoU shall be initially valid for a period of 5 years from the date of signing of this MoU. The Parties may extend the term of this MoU for additional periods as desired under mutually agreeable terms and conditions which shall be reduced to writing and signed by the Parties.

10. TERMINATION

Any of the Parties may terminate this MoU by serving a written notice on the other Parties six months prior to the intended date of termination provided that the termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under a specific Project. During the mid of any project, the conditions laid down in this MOU shall remain functional for the said project, even if the period of MOU expires or not extended due to any reasons.

11. NOTICES

All administrative and other communications by IMD shall be conveyed to Director, MNNIT Allahabad in addition to the respective parties to the said project. Similarly, all administrative and other communications by MNNITA shall be conveyed to the Head Organization division of IMD in addition to the respective parties to the said project. All information of scientific and technical nature may be exchanged directly between parties to the Project Investigator from MNNIT Allahabad & IMD as identified in writing, for the Project concerned. The project investigators of the projects shall maintain a separate e-mail address for the said project and shall have subject to access by the Directors of the MNNITA & IMD or their authorized person.

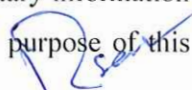



12. INTELLECTUAL PROPERTY AND COMMERCIAL RIGHTS

- a. Title to all inventions, discoveries or developments made solely by MNNITA inventors resulting from the Research Program shall be of MNNITA; title to all inventions, discoveries and developments made solely by IMD inventors resulting from the Research Program shall be of IMD ; title to all inventions, discovery, development or other intellectual property including but not limited to copyrights, patents and industrial designs made jointly by MNNITA and IMD resulting from the Research Program shall be jointly of MNNITA and IMD.
- b. Benefits arising out due to scientific collaboration and Research & Development activities MNNITA and IMD will be mutually shared as per the agreed terms. The benefits accruing from such assignments will be shared between MNNITA and IMD under mutually agreed terms. However, this excludes the technology commercialization projects undertaken under the Incubation programs of MNNITA as such programs allow the incubated companies to commercially exploit their work. Support from IMD for such projects will be subject to mutually agreed terms and conditions applicable to such cases & permissibility of such commercial activities as per rules and regulation of Govt. of India.
- c. In the case of joint Intellectual Property between MNNITA and IMD , neither party shall assign any rights to any third parties without the consent of the other party, which shall however not be unreasonably withheld (not more than 3 months).
- d. Any benefits accruing from assignment of rights to third parties will be shared between MNNITA and IMD under mutually agreed terms.
- e. The sharing of benefits between MNNITA and IMD as spelt in Clause 11 (b) to 11(d) is for the Intellectual Property, arising from the results of the Projects undertaken under this MoU, being commercialized and exploited in India only. Any commercialization of Products and Intellectual Property arising out of the Projects under this MoU outside of India shall be done with explicit consent of MNNITA and the benefit accrued from such commercialization shall be shared between MNNITA and IMD under mutually agreed terms.
- f. Any modification / further development of the Products obtained from the Projects under this MoU, by the IMD shall be done with the explicit written consent of MNNITA.

13. CONFIDENTIALITY

- a. It may be necessary for MNNITA and IMD to disclose to or exchange with each other proprietary information relating to MNNITA know-how and IMD know-how, which are confidential and proprietary. The disclosing party shall advise authorized personnel of the receiving party appropriately regarding the confidential nature of the information disclosed. The Party receiving such confidential or proprietary information shall not, unless specifically permitted in writing by the Party providing the said information, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than its Personnel for fulfilling the purpose of this MoU. The disclosure to any such




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Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations herein.

b. The obligations of confidentiality set forth above shall be applicable for two years from the termination of the relevant MoU.

c. The obligations of confidentiality however shall not apply to information that:

i. is not disclosed in writing or reduced to writing and marked with appropriate confidentiality legend within thirty (30) days after disclosure;

ii. is already in the recipient party's possession at the time of disclosure;

iii. is or later becomes part of the public domain through no fault of the recipient party;

iv. is received from a third party having no obligations of confidentiality to the disclosing party;

v. is independently developed by the recipient party; or vi. is required by law or regulation to be disclosed.

14. ARBITRATION, APPLICABLE LAW AND JURISDICTION

a. Any disputes between the parties shall be resolved by mutual discussions between the project investigators in presence of representatives nominated by the Directors of IMD and MNNITA. Unresolved disputes, if any, shall be resolved by the Director, MNNITA and IMD or by a panel of experts Nominated by respective Directors. The territorial jurisdiction of the dispute shall be at Delhi only. In case the dispute cannot be resolved by the said panel, the matter shall be resolved by Arbitration, Conciliation or Mediation, in accordance with the Arbitration and Conciliation Act, 1996 or as per the law of Mediation Rule framed under Jurisdiction of Bihar. The venue of arbitration/ Mediation shall be only at Prayagraj/Delhi.

b. This MoU shall be governed by the Laws of India and subject to the jurisdiction of Courts in Prayagraj/Delhi.

15. GENERAL

a. The terms and Conditions for publication of the research results in journals / conferences, and / or patenting or copyrighting the Products shall be mutually agreed upon.

b. Any addition, deletion and / or alteration to this MoU may be effected with a written agreement of all the Parties to this MoU concerning the amendments. A document containing the additions, deletions and / or alterations, and signed by all Parties hereto, shall form an annexure to and be deemed to be a part of this MoU.

c. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.

d. MNNITA & IMD will have the right to continue to utilize the intellectual property generated as part of the R & D work carried out under this project for its research and for teaching purposes.

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e. This MoU and its Appendices constitute the entire MoU among the Parties' and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.

f. Both parties hereby agree that they shall change, amend, delete or modify any terms or conditions mentioned in this MOU as and when required by mutual agreement. Parties also agree that any further change shall be part and parcel of the main MOU.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

Ramji Dwivedi
9/15/2024

FOR AND ON BEHALF OF MNNITA

IN THE PRESENCE OF

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09.05.2024

FOR AND ON BEHALF OF IMD

IN THE PRESENCE OF

WITNESS

Ramji Dwivedi
9/15/24

(Dr. Ramji Dwivedi)
Associate Prof., GIS Cell
MNNIT Allahabad

WITNESS

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