# Memorandum of Understanding (MoU) for

Collaborative research in Geospatial Technology and Remote Sensing related
Areas and Academic co-operation

Between



VELAGAPUDI RAMAKRISHNA SIDDHARTHA ENGINEERING COLLEĞE (VRSEC)

And

ANDHRA PRADESH SPACE APPLICATIONS CENTRE (APSAC),
Government of Andhra Pradesh



Signed on this day, 16th of MAY 2022

#### 1. PREAMBLE

This Memorandum of Understanding (MoU) is entered into on the day 16<sup>th</sup> of May, 2022 by and between Velagapudi Ramakrishna Siddhartha Engineering College (herein after referred to as VRSEC), with office located Vijayawada, Andhra Pradesh 520007, offering academic programs at graduate and post graduate levels in engineering and management programmes recognised by UGC.

#### And

Andhra Pradesh Space Applications Centre (herein after referred to as APSAC) a society established under the Information Technology, Electronics & Communications Department, Government of Andhra Pradesh located at # 40-17-3/1, Labbipet, M G Road, Vijayawada- 520010, Andhra Pradesh, is the State Nodal Agency for offering Geospatial Solutions (Remote Sensing, GIS, Advanced Survey and Mapping, Locations Based Services, etc.) to the State of Andhra Pradesh.

#### WHEREAS,

- i. VRSEC, is a part of Siddhartha Academy of General and Technical Education is a non-profit organization founded by a group of Industrialists, Academicians, Professionals with the idea of imparting purposeful education. Velagapudi Ramakrishna Siddhartha Engineering College, Vijayawada, Andhra Pradesh, 520,007 sponsored by the Siddhartha Academy of General & Technical Education, was established in the year 1977 with the permission of the Government of Andhra Pradesh. The Institute is offering eight B.Tech programmes and eight M.Tech Programmes besides MBA and MCA
- i. APSAC, a society working as the Geospatial Wing of the Government of Andhra Pradesh, is a 29 years old organization having a reach repository of Geospatial Data of different scale, sensors, platforms, etc. and a strong team of 9 nos. of Scientists in carders of SC, SD and SF supported by 5 nos. of Technical Assistances and 50 nos. of Technical staff.

#### 2. PARTIES

## 2.1 PARTY 1

Velagapudi Ramakrishna Siddhartha Engineering College (VRSEC)

#### 2.2 PARTY 2

Andhra Pradesh Space Applications Centre (APSAC)



## 3. AUTHORIZED SIGNATORY

Authorised signatory for VRSEC shall be the Principal (hereinafter referred to as the First Party)

and

APSAC is represented by the Vice Chairman, Andhra Pradesh Space Applications Centre, and Government of Andhra Pradesh (hereinafter referred to as the Second Party)

#### 4. TERM ETC.

#### 4.1 COMMENCEMENT

The effective date for the commencement of this MoU will be the date of signing of the MoU by VRSEC and APSAC, Government of Andhra Pradesh

## 4.2 DURATION

This MoU shall be valid till the scope of work as mentioned in the **clause 5** is fulfilled.

#### 5. SCOPE OF WORK

- a) Academic and research collaborations in the mutually interested areas.
- b) Joint academic and educational programs to propagate the mutual awareness of the progress of Geospatial Technology and Remote Sensing related areas
- c) Exchange of academic and scientific information.
- d) Joint Project proposals to be submitted to various funding agencies.
- e) Joint Publications in various Scopus/SCI Indexed Journals.
- f) Use of Laboratory facilities at APSAC, Vijayawada for the conduct of combined research.
- g) Sharing of Knowledge by organizing Workshops/ Seminars/ Faculty Development Programmes in advanced technology areas.
- h) Students of VRSEC to do summer internships with APSAC and support for Technology Competition.
- i) Collaboration in Joint Societal Impact Projects.

# 5.1. ACADEMIC AND RESEARCH COLLABORATIONS IN THE MUTUALLY INTERESTED AREAS:

- **5.1.1** Scientists from APSAC and VRSEC can engage in collaborative research work, support and help each other in carrying research projects and Joint publications/ patents.
- 5.1.2 Scientists of APSAC and faculty members of VRSEC can develop joint project proposals to submit to funding agencies such as DST, DBT, UGC, AICTE, NRB, DRDO, government departments.
- 5.1.3 The joint projects' intellectual property rights (IPR) shall belong to both institutions.

- 5.1.4 The visible output in the form of conference proceedings, journal publications and book chapters which resulted from the collaborative research work, joint projects and research work that leads to a PhD degree, shall belong to the faculty members, and credentials shall be given to them who involved and executed the work as per the research and publishing ethics.
- 5.1.5 The research facilitated at APSAC can be utilized by the students and faculty of VRSEC as per institute norms. Similarly, the research facilities at VRSEC campus can be utilized by the Scientists of APSAC as per Institute norms.
- 5.1.6 Scientists of APSAC and VRSEC to develop joint societal impact projects and collaborations with other external agencies/ R&D organizations/ Indian and overseas Educational Institutions.

## 5.2. EXCHANGE OF ACADEMIC AND SCIENTIFIC INFORMATION

- 5.2.1 APSAC and VRSEC can support and help each other in the academic programmes by conducting joint workshops, conferences, seminars, FDPs guest lectures and training programmes and arranging short visits for the faculty members and students.
- 5.2.2 To collaborate with VRSEC for National and International Research Funding (funding) Faculty shall share articles, publications, scientific information, patents information for their academic needs and not for commercial purposes on mutual consent and case to case basis concerning revenue sharing and expenditure.

# 5.3. EXCHANGE OF STUDENTS AND FACULTY

- **5.3.1** Students of the VRSEC campus can visit APSAC for 6 to 8 weeks to do a summer internship under the guidance of the Scientists based on their availability.
- **5.3.2** Students of VRSEC can do 4th year project work based on the mutual interest under the joint guidance of the faculty members from VRSEC and Scientists from APSAC.
- 5.3.3 Scientists from APSAC can visit VRSEC to teach a part of any course of the B.Tech / M.Tech programme with prior permission from APSAC. Emoluments shall be paid to the faculty as per the VRSEC norms.

#### 5.4. MOU MODALITIES

5.4.1 This MOU shall be effective immediately as soon agreed and signed by both parties. This MOU shall be valid for **five years** from the date of signing of the MOU.



5.4.2 In the event of termination of MOU, for whatever the reason, both parties agree to complete the committed joint projects, joint conferences, PhD guidance during the notice period and beyond.

# 6. FUNCTIONARIES, CONTACT ADDRESSES, PHONE NO, EMAIL

**6.1 VRSEC** and **APSAC** shall nominate the SPOC ("Single Point of Contact" who alone shall be responsible to sign off the respective contractual obligations under this MOU. The parties may also nominate such other persons for effective delivery of respective obligations by them.

#### 7. CONSIDERATION

Being a scientific & research endeavour, no financial consideration is envisaged to flow from either party. The MoU is being signed considering the strengths of VRSEC and APSAC, Govt. of Andhra Pradesh for Research and Academic collaborations.

## 8. FUNDING & TERMS AND CONDITIONS OF PAYMENT

Respective parties will bear their own costs of expenditure as mentioned in the section 5 (scope of work).

## 9. MOU MONITORING

The **MoU monitoring committee** constituted by the Vice Chairman, APSAC and Principal, VRSEC with members from both parties, shall monitor the progress from time to time.

## 10.CONFIDENTIALITY

The confidentiality of the data or any other materials shall be maintained by both the parties.

## 11.INTELECTUAL PROPERTY RIGHT

- 11.1 For all the data provided by APSAC, all the responsibility and rights shall rest jointly with APSAC and VRSEC for all the reports, documents, publications, etc. produced out of this data.
- 11.2 Any intellectual property that evolves during the research, academic training activities as per this MoU will be registered in the country and/or abroad, will be owned by both APSAC & VRSEC to use the same for mutually acceptable purposes.

#### 12. RELATIONSHIP

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

## 13.NON-EXCLUSIVITY

- 13.1 The relationship of the parties under this MoU shall be nonexclusive and both the parties, including their affiliates, subsidiaries and division are free to pursue other agreements or collaborations of any kind.
- 13.2 However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 14. CHANGES IN SCOPE OF WORK

Any change in scope of work would be with mutual consent of both the parties.

## 15. MODIFICATIONS

- 15.1 Any article or clause of this MOU can be removed or modified, or any amendment can be included with the combined agreement from VRSEC and APSAC.
- 15.2 This MOU can be reviewed and revised by both parties at any point in time if required on mutual agreement.

## 16. SEPARATE AGREEMENTS

Each activity mentioned in this MOU is governed by terms and conditions agreed by both parties. If required, both parties can have an additional case-specific agreement by negotiating and mutual agreement by signing a separate agreement or amending a clause to the existing MOU.

## 17. ARBITRATION

- 17.1 If any dispute arises from the agreement, the appropriate authorities from VRSEC and APSAC can discuss and resolve the dispute in good faith
- 17.2 If any dispute, issue, or controversy arising from this agreement is not resolved with discussions and mutual understanding within 3 months, an arbitrator can be appointed by mutual consent to solve the issue per the governing Indian laws.

## 18. FORCE MAJEURE

Neither party shall be held responsible for non-fulfilment of their respective obligation under the agreement due to exigency of one or more of the unforeseen events such as but not limited to Acts of God, war, floods, earthquake, cyclones, strikes, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of such events, they effected thereby shall give notice in writing to other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six ragine.

months, the parties shall then mutually decide about the future course of action.

#### 19.INDEMNITY

Both the party shall exercise reasonable skill, care and diligence in the performance of the MoU and indemnify and keep indemnified respect of any respect of any loss, damage or claim howsoever arising out of or related to breach of MoU, statutory duty or negligence by any employees, researchers, students agents or sub-contractors in relation to the performance or otherwise of the services to be provided under this MoU.

#### 20. GENERAL

- 20.1 All activities developed under this MOU shall respect and uphold the corresponding norms, traditions, rules and regulations of collaborating parties.
- **20.2** The parties hereby agree to execute the MOU within the aforementioned scope of MOU.

#### 21. TERMINATION

During the tenure of the agreement, either Party may terminate and nullify this MoU by providing prior written notice of 30 days to the other party for any of the reasons.

- **21.1 Termination for Convenience:** For convenience without assigning any reason.
- **21.2 Termination for Cause:** For the breach of obligations/ responsibilities/ conditions of this agreement by the other party, with an opportunity to cure/rectify such a situation within thirty (30) days to the defaulting party and no remedial action is taken to the satisfaction of the aggrieved party.
- **21.3 Termination for Force Majeure:** In the event of "Force Majeure" as defined in this MoU.
- **21.4 Obligations upon Termination:** Following termination or expiration of this Agreement, in addition to any other obligations existing hereunder or otherwise at law or in equity,
  - a) The rights and obligations of the parties there shall be settled by mutual discussion.

b) The agreement arrived at between the parties hereto for the utilization of the intellectual property (defined in clause #11) shall survive the termination of the agreement.

IN WITNESS WHEREOF, the	Parties here	to have caused	this MoU to	be signed in th	eir
respective names on this	day of	2022	<b>5</b> 5.		

Vice Chairman, APSAC

Government of Andhra Pradesh

Witness:

1. Name: Affagemana

(Prof. A V Ratna Prasad)

Principal,

V. R. Siddhartha Engineering College, Andhra Pradesh

Witness:

1. Name:

Dr. D. Rajeswe Pa Rao

2. Name: