

MEMORANDUM OF UNDERSTANDING

BETWEEN



Gujarat Institute of Disaster Management
Gandhinagar

AND



Space Applications Centre (SAC),
Indian Space Research Organization (ISRO)
Ahmedabad

FOR

Collaboration in Research and Capacity building in Disaster Management

December 2021

This Memorandum of Understanding (hereinafter referred to as 'MoU') is entered into on 23 day of December in the year 2021.

Between

Gujarat Institute of Disaster Management (hereinafter referred to as GIDM) located at Koba, Gandhinagar Highway, Raisan Village, Gandhinagar 382007 Gujarat, India.


And

Space Applications Centre situated at Ahmedabad, Gujarat, one of the major centers of the Indian Space Research Organization (ISRO) under Department of Space, Government of India, (hereinafter referred to as "SAC", which expression shall where the context so admit includes its successors and permitted assigns) of the other part.


1. Preamble

SAC is involved in design, development of space-borne instruments for ISRO missions, development, and operationalization of applications of space technology for national development. The applications cover communication, broadcasting, navigation, disaster monitoring, meteorology, oceanography, environment monitoring and natural resources survey. SAC designs and develops all the transponders for the INSAT and GSAT series of communication satellites and the optical and microwave sensors for IRS series of remote sensing satellites, Navigation payloads for IRNSS and GAGAN programme. Further, SAC develops the ground transmit/receive systems (earth stations / ground terminals) and data/image processing systems;

GIDM is registered as an autonomous society under the Government of Gujarat. India. The Institute has been entrusted with the responsibility of human resource development, capacity building, training, research and documentation in the field of Disaster Management. As per the GIDM's objectives and mandates, it focuses' on enriching the capacities - in specific areas of prevention, mitigation, preparedness, relief, recovery, rehabilitation, reconstruction, and sustainable development - of the officials and other functionaries of the state and district administration for response to emergencies and the longer run, it will take up similar capacity building for other stakeholders in the country.







2. Objectives of the MoU

Given the background of the two parties and the potential areas of partnership, this Memorandum represents a Framework of Cooperation between GIDM and SAC specifically on Joint Training Services, Strengthen Training Capacity, Joint Research Activity, Documentation and Case Study, Consultancy Advisory Services on relevant matters and development and sharing of spatial and geospatial technology in Disaster Risk Management technical expertise through mutually identified means and modalities. GIDM and SAC will collaborate to identify ways to implement the objectives of this memorandum of understanding by working together wherever applicable in their respective ongoing programs and projects.


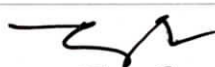
3. Scope of Collaboration

Given shared primary mandates of the two parties on enhancing the co-operation between the two institutions and developing Academic and Professional Exchanges. Scientific Research. Consultancy Advisory Services on relevant matters and other activities, the MoU would collaborate under the followings:

1. Joint Development and Delivering of Prioritized Training Programmes on use of Geospatial Science and Technology in Disaster Risk Management

- i. To jointly conduct prioritized training on specific themes and sub-themes on spatial and geospatial technology in Disaster Risk Management as identified and agreed upon by GIDM and SAC.
- ii. Work towards the development of training curriculums, review and updating of the curriculums for effective training delivering to intended specific audiences
- iii. Develop training package including participant's workbook, supplementary reading materials, case studies and exercises, and facilitator guidebooks as resource pools for the training which could also be used for future similar training
- iv. Enhancing Outreach and upgrade training provision through IT-based solutions jointly by undertaking Massive Open Online Courses (MOOCs), EDUSAT network that may be conducted in collaboration with specialized institutions at the national and international level, if necessary. Both institutions may share expertise, technical solutions, Instructional Design, User interface, and User Experience for the development of online training.

2. Strengthen the use of Geospatial Science and Technology in Disaster Risk Management training capacities



- i. To jointly conduct Training Need Assessment and come up with strategic planning for training services development that well addresses specific and diverse demand of potential intended target groups and current gaps in capacity building on the use of Science and Technology in Disaster Risk Management.
- ii. To co-operate, assist and share technical expertise to develop training capacity on various themes of use of Science and Technology in Disaster Risk Management including transfer of necessary knowledge and training skills for effective Disaster Risk Management training, joint capacity building activities for GIDM and SAC training resources persons and facilitators.
- iii. GIDM and SAC to identify potential areas to enrich and expand joint-training services to keep up with market demands and the emerging global trends on spatial & geospatial technology in Disaster Risk Management.

3. *Support and Promote the rise of Geospatial Science in Disaster Risk Management Knowledge, Experience Sharing and Joint Projects*


- i. Jointly explore the opportunity for staff empowerment through staff exchange for a short duration, an in-house workshop for knowledge sharing and transfer, and other learning activities under mutually agreed terms and conditions.
- ii. Explore the opportunity to develop joint initiatives to promote spatial & Geospatial technology in Disaster Risk Management knowledge building including joint research, seminar and academic meetings, study documentation, and case study on specific spatial & Geospatial technology in Disaster Risk Management themes and sub-themes.
- iii. Support and promote existing spatial & Geospatial technology in Disaster Risk Management networks, forums, working groups, and other formal and informal forums and other alternative channels for spatial & Geospatial technology in Disaster Risk Management knowledge sharing at state, national and international levels.
- iv. Consultancy Advisory service on relevant matters as and when required

4. Confidentiality

- (a) All information and documents to be exchanged pursuant to the Memorandum of Understanding 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 purposes other than that specified without the prior written consent of the other party.

- (b) All confidential information shall remain the exclusive property of the disclosing party. The parties agree that this agreement and the disclosure of the confidential information do not grant or imply and license, interest or right to the Recipient in respect to any intellectual property right of the other party.
- (c) 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.

5. Intellectual Property and Publications

5.1 General Clauses:

- (a) Each party will ensure appropriate protection of Intellectual Property Rights (IPR) generated from cooperation pursuant to MoU, consistent with laws, rules and regulations of India.
- (b) In case research is carried out solely and separately by the party or the research results are obtained through the sole and separate effort of the Party, the party concerned alone will apply for grant of IPR and once granted, the IPR will be solely owned by the party concerned.
- (c) In case of research results obtained through joint activities, the grant of IPR will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties. 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 consent of the other party in writing.

5.2 Publication:

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 the name, logo and/or official emblem of the participants on any publication document and/or paper will require prior permission of the both the participants. It may however be ensured that the official emblem and logo is not misused.

6. Terms and Termination

- (a) This MoU will remain valid for **five years** from the date of signing by both parties.
- (b) This MoU may be amended, renewed, or terminated by mutual agreement. The termination shall be by a prior notice of less not than three months by either the party.



- (c) In case of termination, mutual concern/agreement has to be arrived for the protecting and respecting the obligations of either of the parties under confidentiality and ongoing joint research programme/projects.

7. Dispute Settlement Mechanism

All disputes arising between the parties in any way connected with this agreement or regarding the interpretation of the context thereof shall be resolved amicably on mutual consultations and negotiations between the parties. If the matter remains unresolved, the same will be referred to Director SAC, ISRO and Director General, GIDM whose decision will be final.

Notwithstanding, anything mentioned in the above para, the party to this MOU with written mutual consent may take recourse of any alternative dispute settlement mechanism.

8. Governing Law



This MOU shall be governed as per provisions of the Indian Contract Act, 1872 and other applicable Indian Laws.

9. Amendment

This Memorandum of Understanding is hereby concluded in terms of understanding of parties about the law of contract and intended to regulate thereby. However, party with the written mutual consent of the other party to facilitate settlement of dispute or implementation of the provision of this agreement may amend any provision of this agreement

10. Force Majeure

Force Majeure is an event for which both parties cannot hold accountable. For events that constitute force majeure, they must be unforeseeable, external to both parties, and unavoidable. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as Flood, Fire, Pandemic, Earthquake and other hazardous events/unforeseen events, as well as War, Military operations, blockade, Acts or Actions of state Authorities or any other circumstances beyond the control of the parties that might arise after the conclusion of the MoU. In the event of any dispute arising out of Force Majeure wherein any of the parties under this agreement is unable to meet the specific requirement due to the reasons beyond the control of the organization, the same may be resolved on



mutually agreeable terms and conditions including waiver if applicable with regard to time, space, quantity or quality of the deliverables.

11. Functionaries

Dr. Sandeep Pandey (Asso. Professor cum Sr. Prog. Manager)

Dr. S P Vyas, Head Scientific Research and Training Division (SRTD/RTCG/MISA)

12. Signature and Seal

This MoU is executed in duplicate with each copy constituting an official version and having equal validity. By signing below, the parties, acting in their duly authorized capacities, agree to execute the terms of this MoU, effective from the date of signing.

In WITNESS WHEREOF the undersigned duly authorized thereto, have signed this MoU.

On behalf of

Gujarat Institute of Disaster Management

Space Applications Centre (ISRO)

By:

By:




Name: P. K. Taneja

Designation: Director General

DIRECTOR GENERAL
Gujarat Institute of Disaster Management
Gandhinagar
Witness:

1. 
Nisarg Dave
Director (DM)


2. 
Dr. SANDEEP PANDEY
Asso. Prof./Sr. PM





Name: Shri Nilesh M. Desai

Designation: Director

एम्. एम. देसाई / N. M. DESAI
निदेशक / Director
अंतरिक्ष उपयोग केंद्र (इसरो)
Space Applications Centre (ISRO)
Witness:

1. 
टी वी एस राम / TVS Ram
उप निदेशक / Deputy Director
प्रबंधन एवं सूचना प्रणाली क्षेत्र /
Management & Information Systems Area

2. 
S. P. Vyas
(Vivek Pandey)
Sr. Engr.