

MEMORANDUM OF UNDERSTANDING

Between

*CSIR-National Geophysical Research Institute (CSIR-NGRI), Hyderabad
And
Assam University (AUS), Silchar*

In continuation of earlier Memorandum of Understanding (MoU) executed on 12th June, 2012 between CSIR-NGRI and AUS, the same is now being renewed for another term of 5 years and will be effective from 13th June 2017.

A Aims and Objectives

The present MoU is aimed at running and maintaining the GPS observatory at Silchar and providing an institutional framework for an effective synergy in a resource-sharing environment. The purpose of the MoU is to provide for the coordination of collaborative research, monitoring and data exchange in earthquake monitoring and crustal deformation and land movements in and around Silchar between CSIR-NGRI and AUS.

B Responsibilities of CSIR-NGRI

- a. The reception, processing, organizing and archiving of the GPS data and its measurement and analysis will be carried out at CSIR-NGRI, Hyderabad.
- b. CSIR-NGRI will provide this processed data from this observation site free of cost for R&D purpose to AUS, subject to Section H hereinafter.
- c. CSIR-NGRI will also provide the necessary training and knowhow to AUS about GPS data processing and interpretation as well as developing the modeling activity according to programme mutually developed in this regard.
- d. CSIR-NGRI will provide necessary funds for repairing if any and maintenance of the equipment from time to time.

C Responsibilities of AUS

- a. AUS will facilitate the access to the GPS observatory to CSIR-NGRI scientists/staff and help in supervision of maintenance and monitoring of the GPS observatory by providing necessary administrative support, water, electricity, special security required for physical safety of the observatory from theft, fire, illegal entry of persons etc.
- b. AUS will help CSIR-NGRI in organizing logistic support like accommodation, etc. for its scientists/staff during field work, etc.

D Joint Responsibility and Co-ordination

- a. Each side (CSIR-NGRI and AUS) will identify a contact person, who will be responsible for organizational matters and interfacing for day-to-day operation, such as functioning of GPS observatory etc.
- b. Each party shall also pursue its own research and operational programs that involve data from other sources.

E Protection and disposition of Intellectual Property Rights

- (i) All foreground data whether raw, processed or analyzed, regardless of its form or characteristics, resulting from the collaborative research work under the project shall be owned jointly by the parties. Parties shall be free to use such data for their R & D purposes. However, parties shall not share the above data with any third party without seeking each other's written permission.
- (ii) All foreground technology, know-how, prototype, information, hardware, software, manuals etc. resulting from the collaborative research work under the project shall be owned jointly by the parties. Parties shall file any intellectual property application including patent application seeking legal protection covering the above in mutual consultation.
- (iii) The land used at the site for installation will continue to remain property of AUS/ the agency that owns the land; the GPS observatory along with accessories will remain the property of CSIR-NGRI.

F Future Augmentation and Extension of Observational Facilities:

- a. GPS observatory will be kept operational for at least about five years; however, depending upon mutual convenience, it may be extended further for mutually agreed period.
- b. The initial observation locations could be extended to other locations through mutual consent.
- c. Additional observational facilities, such as gravity and magnetic prospecting may be added in a phased manner, if mutually agreed to.

G Closure/Discontinuation of the Observational Facility:

The observation and experimental facilities will be of long term nature. However, in case of discontinuation of the observational programme by CSIR-NGRI for any reason, AUS will be consulted for various alternatives. Similarly, if AUS considers it necessary to dismantle the GPS observatory for unavoidable reason at a given site, AUS will try to provide an alternative site for the GPS observatory, and facilitate CSIR-NGRI to relocate the GPS observatory and the observational facility. However, it shall not be a binding on AUS to provide an alternate site. Each side will give a closure notice of at least six months.

In case AUS considers it necessary to dismantle the GPS observatory and fails to provide an alternative site, CSIR-NGRI shall be free to dismantle and remove the GPS observatory along with accessories.

H Force majeure

- (i) *Force majeure* shall mean fire, floods, natural calamities or other acts such as war, turmoil, sabotage, explosions and quarantine restrictions beyond the control of either party.
- (ii) Should any *force majeure* circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 30 days of its occurrence informs the other party in writing.
- (iii) It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the *force majeure* event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of the intervening *force majeure* event.
- (iv) If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

I Disputes and settlements:

All disputes or differences arising out of or in connection with this Understanding shall be settled only through mutual discussions and negotiations. In the event that any such dispute or difference cannot be settled, the same shall be referred to a Committee comprising of representatives from CSIR-NGRI and AUS (neutral expert). Pending settlement of any dispute, both parties shall continue to fulfill all obligations in accordance with this Understanding except so far as such obligations are the subject matter of the said dispute.

In witness thereof the parties have jointly signed/executed this Memorandum of Understanding in two copies on the date and year written above.

(Dr Virendra M. Tiwari)
Director, CSIR-NGRI

डॉ. वीरेन्द्र मणि तिवारी - निदेशक
Dr. Virendra M. Tiwari - Director
सी एस आई आर - राष्ट्रीय भूभौतिकीय अनुसंधान संस्थान
CSIR - National Geophysical Research Institute
उपमल रोड, हैदराबाद - 500 007, भारत
Uppal Road, Hyderabad - 500 007, INDIA

Witness:

1. 

2.

(Prof. Dilip Chandra Nath)
Vice Chancellor, AUS

कुलपति
Vice-Chancellor
असम विश्वविद्यालय, सिलचर
Assam University, Silchar



सीएसआईआर - राष्ट्रीय भूभौतिकीय अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद्)

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CSIR - NATIONAL GEOPHYSICAL RESEARCH INSTITUTE

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Dr. Joshi Catherine K

06/06/2018

Senior Scientist

To

The Vice Chancellor,

Assam University

Silchar

Sub: Renewal of MoU between NGRI and AUS

Dear Sir,

In continuation of earlier memorandum of Understanding (MoU) executed on 12th June, 2012 between CSIR-NGRI (CSIR-National Geophysical Research Institute), Hyderabad and AUS (Assam University, Silchar), the same is now being renewed for another term of 5 years and will be effective from 13th June 2017, to extend the logistic support for maintaining the GPS observatory in Assam University, Silchar.

Vice Chancellor, AUS, may kindly approve.

Thanking you

Sincerely

Joshi Catherine K

Dr. Joshi Catherine .K

Senior Scientist

National Geophysical Research Institute
Hyderabad-500 007.