



Memorandum of Understanding (MoU)

Between

INDIA METEOROLOGICAL DEPARTMENT

Mausam Bhawan, Lodi Road

New Delhi - 110003

and

PUNJABI UNIVERSITY

Patiala, Punjab

On

Academic and Technical Collaboration

This Memorandum of Understanding (MoU) is drawn on the _____ day of _____ 2022, between :

BY AND BETWEEN

India Meteorological Department, Ministry of Earth Sciences, Government of India through its Authorized Signatory Dr. Mrutyunjay Mohapatra, DG. IMD, having its office at Mausam Bhavan, Lodi Road, New Delhi-110 003 (hereinafter referred as the “IMD”, which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successor(s)-in-office, administrators and permitted assignees) of the **First Part.**

AND

Punjabi University, Patiala, an Institute of National Importance and academic research through its authorized signatory **Prof. (Dr.) Arvind, Vice Chancellor, Punjabi University,** having its office at Patiala, Punjab (hereinafter referred as **PUP**) which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successor(s)-in-office, administrators and permitted assignees) of the **Second Part..**

Both “IMD” and “PUP” are individually referred to as Party and collectively as Parties

INTRODUCTION

IMD : India Meteorological Department, Ministry of Earth Sciences, Govt. of India a premier National Meteorological Service of the country under the Ministry of Earth Sciences, Govt. of India., provides weather warnings for natural hazards such as cyclones, storm surge, floods, droughts and thunderstorms.

PUP : Punjabi University, Patiala, an Institute of national importance and academic research pioneering in the discipline of information technology, computing and allied areas of science and technology.

The Parties hereby agree to and set forth the terms governing their Academic and Technical Collaboration (as defined below):

1. OBJECTIVES OF MOU

- 1.1 To promote collaboration in various academic, research activities and consultancy, etc.
- 1.2 To facilitate joint thesis supervision, research projects, publications, hardware/ software development, product copyright and patents through mutually convincing terms and

conditions.

- 1.3 To develop joint education programmes and facilitate exchange of scientists, faculty members, researchers, scholars, technical staff and students for short durations.
- 1.4 To facilitate joint organization of technical meetings, international workshops, conferences, seminars, faculty development programs, symposia, etc.
- 1.5 To facilitate the enrolment and development of new course works for working professionals in learning-while-working mode through “Ph.D./M.Tech./MSc.” for Professional Program at Punjabi University, Patiala.

2. TECHNICAL AREAS OF COLLABORATION

- 2.1 Utilization of the expertise and experience of resource persons of Punjabi University, Patiala and IMD, for joint research and academic work.
- 2.2 Joint academic programmes in the areas of common interest of Punjabi University, Patiala and IMD like M.Tech. program in 'Climate Informatics'.
- 2.3 Joint Projects in the areas of Mutual Interest; few suggested areas are:
 - Machine Learning
 - Climate Informatics
 - Modelling and Simulation
 - Big Data Analytics
 - Deep Learning
 - Image Processing
- 2.4 Joint certification Programmes offered by IMD and Punjabi University, Patiala jointly.
- 2.5 Internship for students (B.Tech./M.Tech.) at IMD.
- 2.6 Enhancement of the Gross qualification Index of the IMD, New Delhi through the working professionals program as M. Tech., MSc., PhD.

3. TERMS AND CONDITIONS

- 3.1 Both the institutions can jointly evolve working procedure which can be of mutual convenience for the joint work.
- 3.2 The cost of development of any infrastructure if required for the specific project shall be borne by respective party.
- 3.3 Both institutions agree to help, identify and invite the faculty members and researchers from the other institution to participate in conferences/seminars/symposia, workshops and short term courses.

- 3.4 A working professional of IMD enrolled as a student for higher studies leading to Ph.D./M.Tech./MSc.' can avail the facilities tenable to any research scholar in the campus during his/her period of study.
- 3.5 Any publication, document and/or paper arising out of joint work conducted by the Parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the Parties on any publication, document and/or paper while require prior written permission of both the Parties. It may, however, be ensured that the official emblem and logo are not misused.

4. CONFIDENTIALITY

- 4.1 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 shall not use the information for the purposes other than specified without the prior written consent of other Party.
- 4.2 All confidential information shall remain the exclusive property of the disclosing Party, the parties agree that this MoU and disclosure of the confidential information do not grant or imply any license, interest or right to the recipient in respect to any intellectual property right of the other Party.
- 4.3 Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technician and exchanged under the provisions of this MoU will not be transmitted to at third party, unless otherwise agreed in writing by the Parties.
- 4.4 The above confidential clause under this MoU excludes the information/data possessed by either institution before entering into this MoU or independently developed and/or information already available through public domain.

5. INTELLECTUAL PROPERTY

- 5.1 Any intellectual property rights or such information/knowledge being able to sustain or create any such right arising out of the proposed institutional interactions between IMD and Punjabi University, Patiala on their joint intellectual input will be held jointly by the Parties and shall be used or assigned in terms of joint written agreement duly executed between the Parties.
- 5.2 Each Party shall inform other Party before filing for patent resulting from any of the project jointly carried out. The expenses for filling the Patent protection (related to this MoU) in

India and abroad shall be borne equally between both the Parties. Any/all financial accruals due to any commercial exploitation, of this patent shall be shared equally by the parties, on a 50:50 basis.

5.3 Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with laws, rules and regulations of India.

5.4 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 concerned Party.

5.5 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.

5.6 Both Parties shall have the right to use any product/model/algorithm developed through collaboration between two Parties. However, profit arising out of sale or license for usage by any party should be shared equally between Punjabi University, Patiala and IMD.

6. COORDINATORS

Both parties will designate suitable person who will have responsibility for co-ordination and implementation of this agreement.

7. ENTRY INTO FORCE & VALIDITY OF AGREEMENT

The MoU will come into effect from the date of signature and will be valid for 05 years. It may be extended/ modified in joint consultation of both parties as and when required for better coordination, services and academic/research purpose. After the expiry of this MoU, a fresh agreement in accordance with the mutual agreed covenants, agreements and conditions will be signed.

8. TERMINATION OF MOU

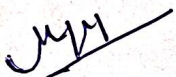
This MoU may be terminated at any time by either party upon three (03) months written notice to the other party. This MoU has been prepared in duplicate. Each copy of MoU has been retained by both parties for record

9. SETTLEMENT OF DISPUTES

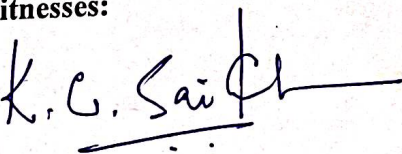
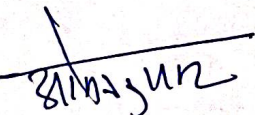
This Agreement will be governed *by and* construed in accordance with the laws of India and Parties irrevocably consent to the exclusive jurisdiction courts located at New Delhi over any dispute hereunder. The Parties with mutual discussion will first try in good faith to resolve any dispute arising out of or in connection with this MoU amicably and if the dispute is not resolved, it must be resolved by arbitration conducted in accordance with the Rules under the Arbitration and Conciliation Act, 1996 in-force as on the date of this MoU. A sole Arbitrator selected by mutual agreement of the parties shall be appointed and arbitration proceedings shall be conducted at Delhi. Decision rendered by the Arbitrator will be final and binding on the parties.

Signed and executed this day 8th of Sept 2022 in token of having accepted the terms and conditions mentioned therein.

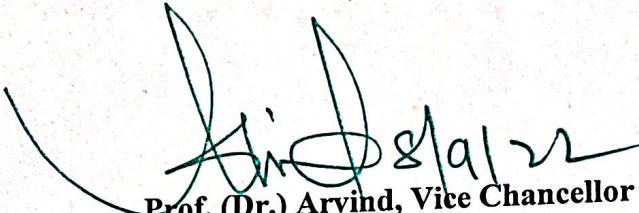
On behalf of IMD


Dr. Mrutyunjay Mohapatra, DGM
India Meteorological Department
Mausam Bhawan Lodi Road
New Delhi-110 003

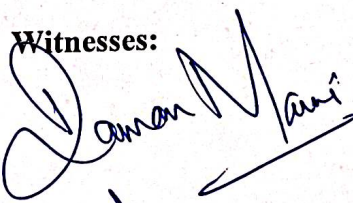
Witnesses:

1. 
2. 

On behalf of PUP


Prof. (Dr.) Arvind, Vice Chancellor
Punjabi University, Patiala
Patiala, Punjab,

Witnesses:

1. 
2. 