



सत्यमेव जयते

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सत्यमेव जयते



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE ON THIS 10th DAY OF DECEMBER 2021

BETWEEN

THE UNIVERSITY OF MYSORE, having its registered office at Crawford Hall, Mysuru- 570 005, represented herein by its Vice Chancellor (hereinafter referred to as the "University of Mysore") of the one part:

AND

THE INDIAN INSTITUTE OF ASTROPHYSICS having its registered office at IInd Block, Koramangala, Bengaluru-560 034, now being represented by its Director (hereinafter referred to as IIA)

University of Mysore and Indian Institute of Astrophysics (hereinafter referred to singularly as "the Participant" and collectively as "the Participants"),

G. Venkatesh Kumar
Vice-Chancellor
University of Mysore
Mysuru-570 005

Anji Bhavanani
निदेशक / DIRECTOR
भारतीय ताराभौतिकी संस्थान



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WHEREAS:

1. **RECOGNISING** the need to communicate science to the general public and to provide science education to young school and college students apart from collaborating in frontier scientific areas;
2. **DESIRING** to strengthen and develop co-operation between the participants in the fields of Science and Education by establishing a planetarium and a science hub (called as COSMOS-1) on an identified land owned by University of Mysore;
3. **CONVINCED** of the necessity of a lasting and effective co-operation in the interest of both Participants;
4. **BELIEVING** that such co-operation would serve their common interests and contribute to the enhancement of the technical knowledge in the areas of common interest i.e. science and education of both agencies,

HAVE REACHED THE FOLLOWING COMMON UNDERSTANDING:

ARTICLE 1

OBJECTIVE

The Participants, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and policies from time to time in force, endeavour to construct a planetarium and education hub (COSMOS-1) on the identified piece of land (Annexure No.1) owned by the University of Mysore; and to cooperate with each other for science education, outreach and other scientific collaborative activities.

ARTICLE 2

AREAS OF CO-OPERATION

Each Participant will, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and policies from time to time in force, governing the subject matter in their respective agencies, endeavour to take necessary steps to encourage and promote co-operation for the following areas:

- (a) Construction and establishment of planetarium and education hub, known as COSMOS-1, on the identified/earmarked land owned by University of Mysore, led by the Indian Institute of Astrophysics.
- (b) cooperation to jointly carry out science education, outreach and other scientific collaborative activities, along with COSMOS-1;
- (c) any other areas of cooperation to be mutually agreed upon by the Participants in accordance with the objective of this Memorandum of Understanding.

ARTICLE 3

FORMS OF COOPERATION

Subject to the terms of this Memorandum of Understanding and laws, rules, regulations and policies from time to time in force, co-operation under this Memorandum of Understanding will take the following forms:

- (a) Planning, execution and construction of a planetarium and education hub, COSMOS-1, on the land of the University of Mysore, an effort that will be led by the IIA;
- (b) cooperating with each other for the joint operation of COSMOS-1, and carry out science education, outreach and other scientific collaborative activities in Mysore University and its affiliated institutions;
- (c) exchange experts, trainings and information on the area of co-operation;
- (d) any other forms of co-operation in accordance with the objective of this Memorandum of Understanding as set out in Article 1, to be mutually agreed upon by the Participants.


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ARTICLE 4
IMPLEMENTATION

1. The Participants mutually agree that the areas of co-operation under this Memorandum of Understanding will be carried out in the manner to be jointly decided upon by the Participants.
2. In addition, the Participants may conclude specific Implementing Arrangements (hereinafter referred to as "subsidiary agreements") that are to be jointly decided upon for the purpose of implementing programmes and/or projects to be undertaken pursuant to the provisions of this Memorandum of Understanding. Such subsidiary agreements may inter alia define the relevant modalities regarding the programmes and/or projects concerned.

ARTICLE 5
FINANCIAL ARRANGEMENTS

The Scientific Advisory Board of COSMOS-1 will be responsible for the overarching advisory on all respect to the establishment of COSMOS-1, including funding. The University of Mysore shall provide the identified piece of land under the revenue model besides providing non-financial cooperation for the activity.

ARTICLE 6
PARTICIPATION OF THIRD PARTY


Either Participant may invite the participation of a third party in the joint projects and/or programmes being carried out under this Memorandum of Understanding upon the agreement of the other Participant. In carrying out such joint projects and/or programmes, the Participants will ensure that the third party will comply with the provisions of this Memorandum of Understanding.

ARTICLE 7
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the existing laws, rules, regulations and policies of India.
2. The use of the name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without the prior written approval by either Participant. It may however be ensured that the official emblem and logo is not misused.
3. The intellectual property rights in respect of any technological development, products and services development, carried out:
 - a. jointly by the Participants or research results obtained through the joint activity effort of the Participants, shall be jointly owned by the Participants in accordance with the terms to be mutually agreed upon, and
 - b. solely and separately by the Participant or the research results obtained through the sole and separate effort of the Participant, shall be solely owned by the Participant concerned.

ARTICLE 8
CONFIDENTIALITY

1. Each Participant shall observe the confidentiality and secrecy of documents, information and other data received or supplied to the other Participant during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Both participants agree that the information obtained from joint activities shall not be shared with a third party without prior written confirmation from both parties.
3. Both Participants agree that the provision of this Article shall survive the expiry or termination of this Memorandum of Understanding.


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ARTICLE 9
SETTLEMENT OF DISPUTES

1. Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Participants.
2. Notwithstanding anything contained in above para, in case of any dispute or difference of opinion not settled amicably by the parties, essentially falling under the ambit of Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) the party to this agreement with mutual consent shall take recourse of the same as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-I 1835 dated 22-05-2018 as amended for settlement of such disputes as per applicable law and procedure. Further, also that all the differences or disputes including publication related disputes concerning intellectual property rights arising out any activities performed under this agreement shall be in first attempt settled through mutual deliberations, failing which shall be further settled in terms of applicable laws and procedure.

ARTICLE 10
EFFECT OF MEMORANDUM OF UNDERSTANDING


1. This Memorandum of Understanding serves only as a record of the Participants' intentions and does not constitute or create, and is not intended to constitute or create obligations under law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.
2. Article 5 (Financial Arrangement), Article 7 (Protection of Intellectual Property Rights), Article 8 (Confidentiality), Article 9 (Settlement of Disputes) Article 10 (Effect of Memorandum of Understanding) and Article 11 (Revision, Modification and Amendment) shall be binding on the Participants.

ARTICLE 11
REVISION, MODIFICATION AND AMENDMENT

1. Either Participant may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding.
2. Any revision, modification or amendment agreed to by the Participants shall be reduced into writing and shall form part of this Memorandum of Understanding.
3. Such revision, modification or amendment shall come into force on such date as may be determined by the Participants.
4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Memorandum of Understanding before or up to the date of such revision, modification or amendment.

ARTICLE 12
ENTRY INTO EFFECT, DURATION AND TERMINATION

1. This Memorandum of Understanding will come into effect on the date of signing by both Participants.
2. This MOU shall be governed and interpreted by the provisions of the Indian Contract Act, 1872 in consonance with the applicable laws and procedures made there under.
3. This MoU will remain effective for a period of 10 (ten) years and may be extended for subsequent period by mutual consent, unless either Party intends to terminate as per the Article 12 paragraph 3 and upon termination or expiry of period, IIA shall not claim any right, title interest over COSMOS-1 and the same shall be handed over to University of Mysore in as is where is condition. The University of Mysore shall continue to promote the program under its Banner.
4. Notwithstanding anything in this Article 12, ether Participant may terminate this Memorandum of Understanding by notifying the other Participant of its intention to terminate this Memorandum of Understanding by a notice in writing at least three (3) months prior to its intention to do so.


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5. The termination of this Memorandum of Understanding will not affect the implementation of on-going programmes and/or projects, arising from or based on this Memorandum of Understanding or any agreement entered into under this Memorandum of Understanding before and up to the date of the termination of this Memorandum of Understanding.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective agencies, have signed this Memorandum of Understanding on the 10th day of the month of December in the year 2021.

FOR
UNIVERSITY OF MYSORE

G. Hemantha Kumar

VICE-CHANCELLOR,
UNIVERSITY OF MYSORE

Vice-Chancellor
University of Mysore
Mysuru-570 005

WITNESS:

[Signature]

Director

Planning, Monitoring & Evaluation Board,
Crawford Hall, University of Mysore,
Mysore-570 005

FOR
INDIAN INSTITUTE OF ASTROPHYSICS

Anpi Bhambhani

DIRECTOR,
INDIAN INSTITUTE OF ASTROPHYSICS

PROF. ANNA PURNI SUBRAMANIAM
निदेशक / DIRECTOR
भारतीय ताराभौतिकी संस्थान
INDIAN INSTITUTE OF ASTROPHYSICS
(DEPT. OF TECHNOLOGY, GOVT. OF INDIA)
BENGALURU - 560 034

WITNESS:

[Signature]
R. Ramesh,

Engineer F & Head S.E.C.,
I.I.A., Dayne 560034

