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**Memorandum of Understanding (MoU)**

**Between**

**INDIAN SPACE RESEARCH ORGANISATION  
(ISRO)  
BENGALURU**

**&**

**INDIAN INSTITUTE OF TECHNOLOGY ROORKEE  
(IIT R)**

**On**

**ISRO – IIT ROORKEE  
SPACE TECHNOLOGY CELL**

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**March 2019**

**Memorandum of Understanding (MoU)**  
**Between**  
**Indian Space Research Organisation (ISRO)**  
**&**  
**Indian Institute of Technology Roorkee (IIT - R)**  
**On**  
**ISRO-IIT Roorkee Space Technology Cell**

**PREAMBLE**

**The Indian Space Research Organization of the Department of Space, Government of India, Bengaluru** (*referred to hereinafter as ISRO*)

and

**Indian Institute of Technology, Roorkee** (*referred to hereinafter as IIT R*)

Having recognized the imperative need to generate basic knowledge through advanced academic research to enable a truly self-reliant and self-generating space programme for the country and therefore;

To set up an ISRO-IIT R Space Technology Cell (*referred to hereinafter as STC*) at IIT Roorkee, recognizing the need to strengthen their institutional interactions and thereby enhance the scope of the activities pursued under STC commensurate with the programmatic goals of ISRO, hereby agree to conclude this Memorandum of Understanding as follows:

**ARTICLE 1**

**ISRO-IIT ROORKEE SPACE TECHNOLOGY CELL (STC)**

- 1.1 The ISRO – IIT Roorkee Space Technology Cell shall pursue advanced research in the areas of relevance to the future technological and programmatic needs of the Indian Space Programme and shall devote its resources including human resources to this effect. The activities of STC shall be directed to maximize the use of the research potential, infrastructure, expertise and experience already existent in ISRO and IIT Roorkee.
- 1.2 STC shall consist of faculty members, visiting scientists and experts , research personnel, technical, administrative and support staff. The number of

scientific/technical and administrative/support staff shall be limited, matching with the financial and other resources that are made available for the activities of STC.

- 1.3 A senior Faculty member of IIT Roorkee, in the rank of professor, as nominated by IIT Roorkee, shall be designated as the Chairman/Convener of the STC.
- 1.4 The Chairman/Convener of the STC shall be responsible for overall management of the STC, including its day-to-day functioning and recommending all expenditures under the approved budget of the STC.

## ARTICLE 2

### JOINT POLICY COMMITTEE

- 2.1 A Joint Policy Committee (*hereinafter referred to as JPC*) chaired by Director, IIT Roorkee consisting with members from both ISRO and IIT Roorkee will be constituted jointly by Director, IIT Roorkee and Chairman, ISRO to guide the STC. The Chairman/Convener of STC shall be the Ex-officio Convener of the JPC.
- 2.2 JPC shall plan the research programmes of common interest and periodically review such research programmes and related activities. JPC shall be responsible for approving the annual budget of STC commensurate with the programmatic requirements.
- 2.3 JPC may consider other matters related to STC towards the pursuance of research activities, excluding the administrative matters concerning the functioning of STC, though it may provide advice to the Chairman/Convener of STC on such matters.
- 2.4 The JPC may also constitute expert committees of domain experts to take up technical review of projects. The JPC shall meet as frequently as necessary, but at least once a year.

## ARTICLE 3

### RESPONSIBILITIES OF ISRO

- 3.1 ISRO shall provide necessary annual grant, as recommended by the JPC and not exceeding ₹ 200.00 Lakhs in any single financial year, for the conduct of projects, activities and administrative expenses of the STC. Sanction and utilization of the annual grants shall be in accordance with the applicable financial rules of Government of India and release of funds shall be governed by the terms and conditions specified in the sanction orders. Utilisation certificate shall be given to ISRO on annual basis.



- 3.2 ISRO shall permit/authorize, as per the prevailing rules of ISRO, the visits of the regular and the visiting staff of the STC to ISRO establishments, in connection with the research work/projects pursued by the STC.
- 3.3 ISRO Scientists/Engineers deputed/sponsored to the STC for limited periods for works related to research activities of the STC, shall continue to be ISRO employees and their remunerations shall be paid by ISRO.

#### **ARTICLE 4**

#### **RESPONSIBILITIES OF IIT ROORKEE**

The IIT Roorkee shall be responsible for:

- 4.1 Overall management of the STC
- 4.2 Getting suitable project proposals from the faculty, their evaluation and final selection with the approval of JPC .
- 4.3 Providing required infrastructure (civil, electrical etc..) and administrative support, water, electricity supply and other support to STC.
- 4.4 Making available its administrative machinery for work related to the administrative functioning of the STC including:
- (a) Arranging, if necessary, civil work, electrical wiring, water lines, etc. related to the STC.
  - (b) Selecting and appointing from time to time with the concurrence of the JPC, scientific /technical and administrative staff for the STC.
  - (c) Providing necessary administrative and logistics support including transport, as per IIT R rules, necessary for the functioning of the STC.
  - (d) Carry out regular maintenance of the STC.
- 4.5 Utilizing, as per IIT R rules for Sponsored Research Projects, the grants, received from ISRO, for approved projects and activities under STC, maintaining a separate audited account of these grants and submission of copies thereof annually along with Fund Utilization Certificates (FUC) to ISRO.
- 4.6 Treating the Research personnel of the STC including its scientists and other experts as equivalent to IIT R project staff for the purpose of allowing them for the use of libraries, computer centre, and other technical facilities as and when necessary.
- 4.7 Allowing, as per IIT R rules, hostel/residential/guest house accommodation and other welfare amenities of IIT R to the staff and visiting scientists of the STC.



**ARTICLE 5**  
**GENERAL TERMS**

- 5.1 The financial contributions of ISRO and IIT R specified in Articles 3.1 of this Memorandum of Understanding may be revised from time to time, as reviewed and advised by the JPC and mutually agreed to by ISRO and IIT R. The actual release of ISRO and IIT R grants for the STC will be made as per their respective rules and procedures.
- 5.2 The Chairman/Convener of the STC shall submit to ISRO, the performance and outcome report annually on the activities of the STC with necessary financial and technical information as may be required.
- 5.3 Co-ordination of the activities under this MOU between STC/IIT Roorkee, JPC, respective ISRO Centres and Department of Space shall be done by the Respond & AI, (ISRO Sponsored Research & Academic Interface), Capacity Building Programme Office at ISRO HQ.

**ARTICLE 6**

**INTELLECTUAL PROPERTY RIGHTS**

- 6.1 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 ISRO and IIT R on their joint intellectual input will be held jointly by the party and shall be used or assigned in terms of joint written agreement duly executed between the party.
- 6.2 Either Party shall inform the other Party before filing for patent resulting from any of the project sponsored by the STC. The expenses for filing the Patent protection 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.
- 6.3 Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with laws, rules and regulations of India (as both Parties are Indian).
- 6.4 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.

- 6.5 All disputes concerning intellectual property rights and other commercial rights arising out any activities performed under this MoU or agreement related thereto shall be settled through mutual deliberations in terms of applicable laws in consonance with international law.

#### **ARTICLE 7**

#### **PUBLICATIONS**

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 will require prior permission of both the parties. It may however be ensured that the official emblem and logo is not misused.

#### **ARTICLE 8**

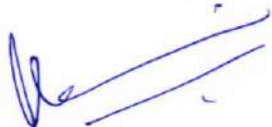
#### **CONFIDENTIALITY**

- 8.1 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.
- 8.2 All Confidential Information shall remain the exclusive property of the disclosing Party. The Parties agree that this MoU and the disclosure of the Confidential information don't grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.

#### **ARTICLE 9**

#### **MODIFICATION OR AMENDMENT**

The party to this MoU may with mutual written consent of the other party modify or amend the provision (s) of the MoU in order to remove any difficulty regarding execution of the provision of this MoU.



**ARTICLE 8**  
**DISPUTE SETTLEMENT**

- 8.1 Any or all disagreements/differences of opinion/disputes regarding the interpretation of the provisions of this Memorandum of Understanding shall be resolved by mutual consultation by the signatories and if necessary, in consultation with Department of Legal Affairs.
- 8.2 No payments owing to either ISRO or IIT R by the other shall be withheld pending resolution of any differences of opinion, unless such payment is the subject of the dispute.

**ARTICLE 9**  
**TENURE OF THE MOU**

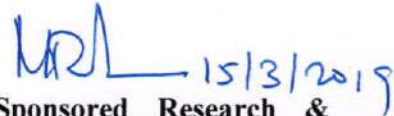
The tenure of this Memorandum of Understanding shall be Ten (10) years from the date of signing of this MOU. Unless opted otherwise by either of the signatory to this MOU, the tenure shall be renewed for a further period of Five (5) years.

In WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Memorandum of Understanding.


Done at Roorkee on the 15th day of March, 2019 in two originals.


  
**Director, CBPO, ISRO HQ**


For the Indian Space Research  
Organization (ISRO)

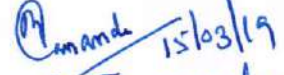
  
**Dean, Sponsored Research &  
Industrial Consultancy**  
For the Indian Institute of  
Technology, Roorkee (IIT R)

Witness:

1. Signature :   
Name : M. A. Paul  
Designation: Assoc. Dir. Sponsored & AI  
Affiliation : ISRO HQ

2. Signature :   
Name : A. C. Mathur  
Designation: Group Director (Retd.)  
Affiliation : SAE/ISRO

1. Signature :   
Name : PRAVINDRA KUMAR  
Designation: ADCI  
Affiliation : I.I.T. Roorkee

2. Signature :   
Name : P. Jeevanandam  
Designation: Associate Dean of Innovation & Incubation  
Affiliation : IIT Roorkee