

A Memorandum of Understanding (MoU) for setting-up of

Veer Surendra Sai Space Innovation Centre

Between

Indian Space Research Organisation

and

Veer Surendra Sai University of Technology


This Memorandum of Understanding (hereinafter referred to as "MoU"), is made and entered into as of this **Twenty Fifth day of August in the year Two Thousand and Twenty** (hereinafter referred to as the "Effective Date")

BETWEEN

Indian Space Research Organisation, a Government Organisation under Department of Space, engaged in frontline Research and Development activities related to space for the benefit of the Nation, with its headquarter located at Antariksh Bhavan, New BEL Road, Bengaluru – 560231, (hereinafter referred to as "**ISRO**") which expression shall, wherever the context requires or admits, unless repugnant thereto, mean and include its administrators, executors, trustees, successors-in-interest and permitted assigns) of the **ONE PART**;

AND

Veer Surendra Sai University of Technology (hereinafter referred to as "**VSSUT**") which expression shall, wherever the context requires or admits, unless repugnant thereto, shall mean and include its administrators, executors, trustees, successors-in-interest and permitted assigns), formerly known as University College of Engineering, Burla), Burla, Sambalpur, Odisha, PIN - 768018; established by the Government of Odisha and upgraded in 2009 to a State Government University, covered under section 2 (f) and 12 (B) of UGC Act with a view to catering the needs of technical manpower. This State Government University is also recognized by University Grants



Commission (UGC); New Delhi vide UGC letter No. F.9-36/2009(CPP-I) dated 05th Jan 2010 and has been declared eligible to receive Central Assistance under Section 12B of the UGC Act vide letter F.No.9-36/2009(CPP-I/PU) dated 08th November, 2012 of the **OTHER PART**;

Both ISRO and VSSUT may each be referred to individually as "**Party**" and collectively as "**Parties**"

RECITALS:

- A. WHEREAS **VSSUT** has expressed its desire vide communication no. VSSUT/VCS/889/2018 dated 25.09.2018 to set up an Incubation Centre at their campus to promote the scientific and technical skill of the students such that they can contribute towards Space Science & Technology. They have facilities, laboratories and expert faculties to enable / guide the young academia to realize their innovative ideas / research aptitude into elements through the existing Innovation Cell which can be utilized for Space Technology and help them to become future budding innovators;
- B. WHEREAS **ISRO**, after perceiving the efforts of VSSUT students towards Space Science & Technology through their Innovation Cell, felt the need to encourage their enthusiasm and considered to set up an exclusive Space Research Innovation Lab named as '**Veer Surendra Sai Space Innovation Centre**' (herein after referred as "**VSSIC**") at VSSUT, for carrying out research and development in the area of Sounding Rockets, Launch Vehicles and Satellites (hereinafter referred to as the "**Purpose**");
- C. WHEREAS **VSSUT** is desirous of providing its facilities, laboratories and expert faculties to meet the above **Purpose** in setting up of the **VSSIC** within its campus for which this MoU sets forth the terms and understanding between **ISRO** and **VSSUT**.

Now therefore, in consideration of the mutual covenants, terms and conditions and understandings intended to set forth in this MoU:

Article – 1.0: Definitions

In the MoU, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:



- 1.1 "Agreement" means and includes this MoU between **ISRO** and **VSSUT** and any amendments as may be made from time to time between the **PARTIES** in writing in accordance with **Article 14.0**.
- 1.2 "Project" means the ongoing and upcoming R & D projects in the area of Space Technology at VSSIC.
- 1.3 Joint Management Committee is abbreviated as "JMC".
- 1.4 Words imparting the singular also include plural & vice versa.
- 1.5 Words and expressions used or applicable but not defined in this MoU and defined in any other Act, Code, public document or Glossary etc. shall have the same meanings respectively assigned to them in that Act, Code or Glossary etc.

Article – 2.0: Effective Date

- 2.1 This MOU shall become effective from the date of signing of this MOU by the parties.

Article – 3.0: Scope of Services (Also referred to as "Services")

3.1 Augmentation of the Laboratory Facilities

- a. Under this MoU, ISRO intends to seek certain specific services to be carried out at VSSIC, related to research and development in the area of Sounding Rockets, Launch Vehicles and Satellites.
- b. The facility augmentation at VSSIC should be carried out in consultation with JMC so as to meet the requirements of research and development in the area of Sounding Rockets, Launch Vehicles and Satellites.
- c. Accordingly, VSSIC, VSSUT shall augment the Laboratory facilities including software and test facilities, by upgrading existing equipment/ instruments or new procurements of advanced systems in order to be in pace with the latest advancements.
- d. After the requirements are finalized as per the recommendation of the JMC, VSSUT shall communicate the cost estimate for the relevant



service to ISRO Coordinator and schedule the service at earliest upon receipt of Work Order.

- e. After completion of service, the VSSSIC Nodal Officer at VSSUT shall acknowledge in writing to the ISRO Coordinator that the required services have been completed by VSSUT.
- f. The infrastructure for VSSSIC has to be developed within the identified Hall (having approximately 3000 sq. ft. of floor area) in the Innovation Center Building of VSSUT campus.

3.3 Utilization of VSSUT Facilities

VSSUT shall extend the utilization of its existing facilities, laboratories, expertise of faculties, access to library and scientific literatures for solving the Projects undertaken at VSSSIC.

The relevant R & D Projects has to be initiated by the students at VSSSIC in consultation with their faculty.

3.4 Funding

ISRO will provide a one-time Grant-in-Aid (GIA) up to ₹50.0 Lakhs (Rupees Fifty Lakhs only) to VSSUT as Seed Money for setting up of the VSSSIC.

This Seed Money will be partly utilised for new laboratory facility / augmentation to relevant facilities (as provided by the VSSUT on the recommendation of JMC) that shall cater to the needs of the Projects taken at VSSSIC.

This fund will be disbursed on the detailed roadmap submitted by VSSSIC in consultation with experts from ISRO that shall be reviewed and recommended by JMC.

3.5 Support Duration

The GIA support to VSSSIC shall be one time, spread over a period of 2 years, after which they have to operate independently without ISRO funding support.



Article – 4.0: Responsibilities

4.1 ISRO

- a. ISRO shall offer technical consultancy support and a one-time Grant-In-Aid (GIA) of up to ₹50.0 Lakhs to support Projects / augmentation of the laboratories at VSSSIC.
- b. The GIA shall be utilized towards the development of high end simulation tools, miniature test facilities (like static test facility, solid propulsion research lab, vibration table etc.) and establish the testing facility for scaled down models.
- c. ISRO shall provide necessary guidance to VSSSIC for developing the facilities to test and evaluate the launch vehicles developed by them on a progressive and sustainable growth basis.
- d. Considering the range safety and potential hazards related to rocket launching, ISRO shall facilitate the limited utilization of the established sounding rocket launching facilities like Thumba (VSSC, ISRO), Sriharikota (SDSC-SHAR), or Balasore (under DRDO) where all kinds of safety systems are available for the launch of future sounding rockets developed at VSSSIC, VSSUT.
- e. However, a limited access for high tech test facilities available at ISRO laboratories may be facilitated for obtaining the solution to the Projects undertaken at VSSSIC, subject to their availability on discounted or no fee basis, upon the recommendation of JMC.
- f. Training can be imparted to limited students those who are involved in the Project on discounted or no fee basis, by ISRO.

4.2 VSSUT

- a. VSSSIC, VSSUT shall explore the latest global trend in Space technology and take up related Projects benefiting the country towards its successful implementation and realization.



- b. VSSUT shall utilize the GIA to develop: high end simulation tools; miniature test facilities (like static test facility, solid propulsion research lab, vibration table etc.); establish the testing facility for scaled down models.
- c. VSSUT shall provide the relevant laboratory facilities available at its engineering departments of Chemical, Civil, Electrical Engineering & EEE, Mechanical, Production, Metallurgy & Materials, and Workshop that can cater for obtaining solutions to the Projects undertaken in the area of rocketry.
- d. VSSIC, VSSUT shall provide the relevant training to the persons working on the Project.
- e. VSSIC, VSSUT shall extend its laboratory facilities to other Space Innovation Centre's / Regional Academic Centre for Space / Space Technology Incubation Centre / Space Technology Cell under ISRO's ambit, based on their availability.
- f. VSSIC, VSSUT should cater to spread the science behind the rocketry and space technology in and around the neighbouring institutes in that region.

Article – 5.0: Coordinator of the Programme

1. Associate Director, STIC & Human Resource Development, Capacity Building Programme Office, ISRO HQ shall be the Coordinator from ISRO.
2. One Professor-in-Charge should be identified as Coordinator for VSSIC by VSSUT. He / She shall be coordinating all the activities at VSSIC and motivate the students / personnel engaged on the Projects.

Article – 6.0: Management of the Programme

A **Joint Management Committee (JMC)** shall be constituted to review and monitor the activities as mentioned under the MoU every six (06) months. JMC shall meet as and when necessary for other deliberations and approvals. The JMC shall consist of nominees from DOS/ISRO and VSSUT.



The facilities will be under the custody of VSSUT and shall be maintained under the guidance of JMC. The JMC should continue its functioning even after five years.

The composition of JMC is as follows:

1.	Vice Chancellor, VSSUT, Sambalpur	Chairperson
2.	Director, CBPO– ISRO	Co-Chairperson
3.	Representative of Director, VSSC, ISRO	Member
4.	Representative of Director, URSC, ISRO	Member
5.	Representative of Director, SHAR, ISRO	Member
6.	Representative of Director, ISRO Centre's	Member
7.	Dean (Faculty & planning), VSSUT	Member
8.	Dean (Students' Welfare), VSSUT	Member
9.	Dean (Academic Affairs), VSSUT	Member
10.	Dean (Sponsored Research & Industrial Consultancy), VSSUT	Member
11.	Professor-in-Charge, VSSIC, VSSUT	Member, Coordinator
12.	Associate Director, STIC & HRD, CBPO, ISRO HQ	Member, Coordinator

JMC shall deliberate and review the R&D projects undertaken at VSSIC and recommend the augmentation of the laboratories / facilities in order to accomplish the Projects under taken. JMC may nominate experts from ISRO who may extend support towards the Projects undertaken.

Article – 7.0: Finance

The Seed Money to be disbursed to VSSUT for the Project activities as per the scope of the work under the proposed MoU shall be discussed and finalized by JMC, which will be the basis on which the funds will be released by ISRO.

Sl. No.	Activities at VSSUT	Rate
1.	Support for R&D projects	One time GIA up to ₹50.0 Lakhs (₹ Fifty Lakhs only).
2.	Augmentation of Laboratory facilities	
4.	Training and Launch support	

The Director, CBPO - ISRO shall be the Competent Authority to exercise all the executive powers which have otherwise been delegated to him for discharge of his duties to implement this MoU. The Financial powers shall be exercised as per the prevailing delegation of Financial Powers at DOS/ISRO.

Article – 8.0: Fund release, Accounting & Audit

8.1 At the beginning of the Effective Date, JMC will evaluate the infrastructure and recommend the facility augmentation at VSSSIC in line with the ongoing / undertaken Projects at VSSSIC. The total amount up to ₹50.0 Lakhs (₹Fifty Lakhs only) shall be released based on the recommendation of JMC.

8.2 At the beginning of every financial year, JMC shall evaluate the estimated usage of facility and laboratory requirements by the Projects undertaken at VSSSIC. The invoice for the trainings and utilization of the facility can be raised by VSSUT, when the activities are concluded and ISRO will make necessary payment based on the submission of the invoice.

8.3 VSSSIC shall maintain separate books of accounts for this MoU to manage the funds.

8.4 VSSSIC shall maintain a separate Savings Bank account with a Nationalized Bank (preferably with SBI) for carrying out all the transactions under this MoU.

Article – 9.0: Publication and Intellectual Property Rights

9.1 The publication of research results and other related activities will be on mutually agreed terms based on contributions. However, for projects designated as '**Classified**' by JMC, publication will be subject to approval from JMC.

9.2 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.

9.3 The intellectual property arising out of the work done at the VSSUT may be the joint property of both parties and shall be patented or registered in the name of the Parties as deemed fit as per the recommendation of JMC.



9.4 The ownership of intellectual properties generated by the Parties whether or not legally protected shall vest in the Parties jointly. Neither ISRO nor the Government of India accepts any liability for infringement by VSSUT of Intellectual or other property rights of third parties. Notwithstanding the foregoing, either of the parties warrants and represents that they own all right, title and interest in the Intellectual Property owned by them, and no claims have been asserted challenging their respective ownership or/and right to use of the said Intellectual Property and further that all Intellectual Property lid to the either party also does not infringe upon the rights of any third parties.

9.5 VSSIC, VSSUT will inform ISRO prior to initiating licensing to third parties. Whenever ISRO informs VSSUT that, in the interest of national security it requires VSSIC, VSSUT to refrain from licensing to particular third parties, or stipulates condition on such licenses, VSSIC, VSSUT shall abide by ISRO's requirements, provided ISRO furnishes suitable written notice within 15 days from VSSIC, VSSUT's information to ISRO.

9.6 In order to exchange free flow of ideas among the participating scientists/ faculty / students, there shall be no bar on the number of patents of scientist / faculty / students who may participate in the Project and development stages of intellectual property of VSSIC, VSSUT.

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

Article – 10.0: Confidentiality

10.1 Confidential Information shall mean any proprietary information, data or facts belonging to **Parties** collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information in stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. The party to this MoU shall endeavor to



promote the Intellectual Property Rights inherent in the activities mentioned in this MoU.

10.2 ISRO and VSSIC, VSSUT shall keep strictly confidential any or all confidential information, as explained above, supplied by or acquired from the other party during the period of validity of this MOU and thereafter for a period of 3 (three) years beyond the termination or expiration of this MOU. Such confidential information shall not be disclosed to any third party for any purpose whatsoever unless expressly permitted in writing by the other party. Confidential Information of a Party shall not include any information, which the receiving Party can prove:

- a) to have come into the public domain prior to or after the disclosure thereof through no wrongful act of the receiving Party; or
- b) is already known to the receiving Party, as evidenced by written documentation in the files of the receiving Party.
- c) has been lawfully received from a third Party without restrictions or breach of the agreement or
- d) has been or is published without violation of this MOU; or
- e) is approved for release or use by written authorization of the disclosing Party; or
- f) is required by law or by any regulation, rule or any government body or its equivalent or required by the order of a court of competent jurisdiction, administrative agency or any other government to be disclosed, provided however, that to the extent possible, each Party shall give the other Party prior written notice of such disclosure and reasonably cooperate and assist the other party in its efforts to oppose or mitigate such disclosure.

10.3 The confidentiality obligation of this clause shall also apply and extend to all students / employees of the Parties and to all other persons who may be involved in these activities regardless of the kind and legal basis for their activity.

10.4 Any and all drawing, specifications and technical materials of a confidential nature which may be submitted to either of the parties by the other party, are the property of the disclosing party of first instance and all such



drawings, specifications and technical materials as shall be returned to the extent possible at the termination of this MOU on a written request by the said disclosing Party.

Article – 11.0: Resolution of Disputes

In case of any dispute or difference, whatsoever, arising between the parties out of or relating to scope, operation or other parts of this MOU or interpretation of contents of this MOU or its implementation thereof, the parties shall settle the same through mutual discussion by the signatories of the MoU, if necessary, in consultation with legal section of Department of Space (DOS).

11.1 This MoU shall be governed by laws of India and all Government rules issued from time to time which are in force for the time being.

11.2 The Courts at Bangalore shall have jurisdiction regarding any civil proceedings for settlement of any dispute arising out of any activity performed under the provisions of this MoU including or mediation, arbitration proceedings.

Article – 12.0: Termination of MoU

12.1 The MoU may be terminated at any time by giving prior notice, at least 15 days in advance, with reasons recorded in writing. However, Article 9.0 and Article 10.0 shall continue to remain in force for a period of 3 years after the date of termination.

Article – 13.0: Miscellaneous

13.1 Unless as stated under this MoU, no Party shall have authority to bind or to contract in the name of or create a liability against the other Party in any way for any purpose.

13.2 This MoU is signed in duplicate, being authentic, and comes into effect from the date of signing by all Parties.

13.3 Press Release/Public announcements: Parties shall take prior written consent and provide drafts for any kind of press release, Public announcements or any other notifications with respect to this MOU, for each other's approval under the provisions of law.



13.4 Communication: After signing this MoU, the Parties shall develop a communication protocol for internal and external communication. The Communication protocol shall – amongst others – designate the Parties Coordinators for any and all activities to be performed under this MoU.

Article – 14.0: Amendments

This MOU or any provisions thereof may be amended by mutual agreement of the parties and duly signed by their authorized representatives.

Article – 15.0: Validity of the MoU

This agreement shall remain valid for a period of five (5) years from the date of signing and shall thereafter be further extended based on mutual consent of both the parties in writing.

The MoU is made in two Originals, one retained by VSSUT and one by ISRO and signed on **Twenty Fifth day of August in the year Two Thousand and Twenty**, on which day it comes into force.

IN WITNESS WHEREOF the parties have executed this MEMORANDUM OF UNDERSTANDING and set their respective hands on the day and year first above written.

For and on behalf of ISRO



**Director, CBPO
ISRO HQ, Bangalore**

डॉ. पी.वी. वेण्कटकृष्णन / Dr. P.V. Venkitakrishnan

निदेशक / Director

सी.बी.पी.ओ. / CBPO

इसरो मुख्यालय / ISRO Headquarters

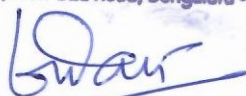
भारत सरकार, अंतरिक्ष विभाग

Government of India, Department of Space

अंतरिक्ष भवन, न्यू बी.ई.एल. रोड, बेंगलूर

Antariksh Bhavan, New BEL Road, Bengaluru - 560231

Witness:



जीवन कुमार पंडित Jiwan Kumar Pandit
सह निदेशक, क्ष. नि. का. का.

Associate Director, CBPO

भारतीय अंतरिक्ष अनुसंधान संगठन मुख्यालय

Indian Space Research Organisation HQ

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बेंगलूर, भारत Bengaluru, India. पिन PIN-560231

For and on behalf of VSSUT



**Vice Chancellor, VSSUT, Burla
Sambalpur, Odisha**

**Vice-Chancellor
V.S.S. University of Technology, Odisha
Burla-768018**

Witness:



**Professor
Dept. of Production Engineering
VSSUT, Burla**