



Department for
Business, Energy
& Industrial Strategy



Department
for Environment
Food & Rural Affairs



सत्यमेव जयते
Ministry of Earth Sciences
Government of India

MEMORANDUM OF UNDERSTANDING

BETWEEN

MINISTRY OF EARTH SCIENCES OF THE REPUBLIC OF INDIA

And

**DEPARTMENT FOR ENVIRONMENT FOOD AND RURAL AFFAIRS OF
THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND**

&

DEPARTMENT FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY ON

COOPERATION IN EARTH SYSTEM SCIENCE

This Memorandum of Understanding is dated

A. The Participants

(1) MINISTRY OF EARTH SCIENCES, Government of India, Prithvi Bhavan, Opp. IndiaHabitat Centre, Lodhi Road, New Delhi ("MoES"); and

(2) Department for Environment Food and Rural Affairs, 2 Marsham Street, Westminster, London, SW1P 4DF ("DEFRA")

(3) Department for Business, Energy & Industrial Strategy, 1 Victoria Street, London, SW1H 0ET ("BEIS")

Here in after referred to as "Participant" or the "Participants".

B. Preamble

RECOGNISING that the Participants foster and support scientific knowledge and research within their own communities in their respective countries;

RECOGNISING that the very best science and research in both countries may be delivered by working with the best researchers in their respective countries;

DESIRING to co-operate in a manner that allows the exchange of scientific resources, personnel and technical knowledge on the basis of equality, reciprocity and mutual benefit, which supports the improvement or development of weather and climate science for services for both Participants;

INTENDING to respect their commitments and responsibilities under this Memorandum of Understanding;

RECOGNISING this Memorandum of Understanding ("Memorandum") is a mutual statement of intention between the Participants to help develop and support collaborative activities and is not intended to be legally binding under domestic or international law;

The Participants have reached the following understanding on the matters contained herein:

Paragraph 1. Purpose of this Memorandum

1.1 The purpose of this memorandum is to facilitate arrangements and understanding that lead to generating blueprints for implementing tangible solutions to climate change and environmental challenges and improving UK and Indian prosperity, sustainability and climate resilience, through cooperation and coordination of Collaborative Activities in fields of mutual interest undertaken by the participants.

1.2 Where appropriate, the Participants, will encourage and support activities, which involve areas of broad collaborative research including, but not limited to:

- a. sharing information on scientific priorities which may help identify opportunities for collaborative activities;
- b. identifying and developing new opportunities for collaborative activities;
- c. delivering collaborative activities such as, but not limited to, networking, setting up joint working groups, undertaking joint studies, exchange of scientific and technical capability and best practices, and co-funding new research through joint calls where appropriate ("Collaborative Activities").

Paragraph 2. **Scope of Collaborative Activities**

2.1 The Collaborative Activities may be based around the following areas:

- a. Marine pollution/litter studies including its management
- b. Coastal Vulnerability
- c. Marine Biodiversity
- d. Marine spatial planning and Integrated Ocean Management
- e. Capacity building, including exchange programmes
- f. Technology development
- g. Talent development, early career opportunity
- h. Innovation challenges
- i. Climate change impact studies including on marine living resources;
- j. Ocean science including critical coastal ecosystems like coral reef, mangrove
- k. Operational Oceanography including Ocean Observations, Information and Advisory Services
- l. Water as a potential carrier for inter-continent transport of pathogens.
- m. Other areas as mutually agreed upon

The Collaborative Activities will be jointly decided by the Participants and specific details of the form, Participant responsibilities, and activity conditions will be mutually agreed and set out in Implementation Agreements.

2.2 This Memorandum and associated Implementation Agreements will establish the framework for the Collaborative Activities.

2.3 Implementation Agreements will include provisions relating to Collaborative Activities' objectives, deliverables, resources, duration, the management and ownership of Intellectual Property Rights and any other details as required.

2.4 Collaborative Activities established under this Memorandum will be coordinated through the Joint Working Group (JWG) or designated points of contact in Paragraph 6 (below) as appropriate.

Paragraph 3. **Implementation Agreements**

3.1 Specific projects to implement the Collaborative Activities identified in Paragraph 2 (above), including tasks, responsibilities, management of intellectual property rights, milestones, deliverables, resources, and related conditions, will be concluded by the Participants and any other cooperating entities, as appropriate, and will be embodied in an Implementation Agreement under this Memorandum.

3.2 Implementation Agreements will be governed by the provisions of this Memorandum, unless expressly stated otherwise in an Implementation Agreement.

Paragraph 4. Responsibilities of the Participants

4.1 The Participants will:

- a. develop separate detailed arrangements to support any agreed Collaborative Activities ("Implementation Agreement");
- b. act in accordance with their respective national laws, executive orders, guidelines, policies and approval procedures;
- c. manage and coordinate the Collaborative Activities to be carried out under this Memorandum;
- d. designate appropriate personnel to manage and co-ordinate the Collaborative Activities;
- e. cooperate in making the necessary arrangements to facilitate personnel visiting their respective countries and any equipment required to support the Collaborative Activities;
- f. provide personnel, facilities and/or any other support (which may include the exchange of technical information or data) as jointly decided by the Participants. Such support will be provided subject to the availability of resources and in accordance with policies and/or any legal requirements of the Participant providing the support;
- g. ensure its personnel when working or visiting a Participant's premises observe the rules and procedures relating to those premises;
- h. each Participant will provide periodic reports, including status reports on projects, to the JWG (defined below in Paragraph 6 on the progress towards achieving the purpose of this Memorandum, which may include, but is not limited to, future collaboration opportunities; results from the Collaborative Activities carried out by the Participants under an Implementation Agreement; attendance at seminars or specific actions from meetings.

Paragraph 5. Financial Arrangements

5.1 Each Participant will provide staff, facilities and other support necessary for implementation of Collaborative Activities as mutually decided by the Participants. Such support will be subject to the availability of funds and personnel and will be in accordance with the laws and regulations of its respective country.

5.2 Both the parties will bear their costs on a best endeavor basis

5.3 The funding contribution and national restrictions for Participants will be detailed in the relevant Implementation Agreement for any decided Collaborative Activities. The terms of funding will be established by the Participants in a signed Implementation Agreement before commencing Collaborative Activities.

5.4 It is not intended that any exchange of funds will occur between the Participants under this Memorandum unless otherwise agreed and set out in an Implementation Agreement.

5.5 Expenses relating to exchange visits connected to the Collaborative Activities will be borne by the sending Participant unless otherwise agreed by both Participants. Host institute will extend logistic support at respective country.

Paragraph 6. **Mechanisms for co-operation**

6.1 The Participants will set up a Working Group ("JWG") comprising appropriate representatives from each Participant. This group will work under the umbrella of existing UK India Science and Innovation Council.

6.2 **Designated Points of Contact:** The Participants have designated the following individuals as the designated point of contact for matters relating to this Memorandum

Regional Director

UK Science and Innovation Network

British High Commission, New Delhi

Paragraph 7. **Information Exchange**

7.1 Information that may be exchanged under this Memorandum may include information that is intended to identify common interests, and other such matters as may be necessary to properly define the appropriate level of cooperation between the Participants. This may include the exchange of reports or other documents, from workshops and other collaborative sessions that focus on research outcomes and the planning of the Collaborative Activities.

7.2 Each Participant will ensure that any information, data or products of a confidential nature ("Confidential Information") provided by the other Participant is sufficiently protected and not disclosed to any third party without the expressed written permission of the disclosing Participant. This protection will be at least the same level of protection which a Participant applies to its own Confidential Information.

7.3 The use of any information exchanged between the Participants will be strictly for the purpose of the Collaborative Activities. The participants will not use the information for purposes other than that specified without the prior written consent of the other Participant.

7.4 A Participant is not under any obligation to provide any information and may, at its own discretion, choose not to provide certain information or cease to provide certain information, unless agreed upon in the Implementation Agreement.

7.5 All Confidential Information shall remain the exclusive property of the disclosing Participant. The Participants agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property rights of the other Participant, wherever in the world

enforceable.

7.6 A Participant in consultation with the other Participant only, may publish information regarding their own activities carried out under this Memorandum. Any publication, document and/or paper arising out of joint work conducted by the Participants pursuant to this MOU will be owned as set out in the Implementation Agreement. The use of the name, logo, official emblem and/or any other trademark of the Participants on any publication, document and/or paper will require prior permission of both the Participants. Both Participants will ensure that their official emblems and logo are not misused.

7.7 "The Participants will ensure that the data and information jointly provided and developed, which is marked as confidential or ought reasonably to be regarded as confidential, including the results of joint research carried out under this MoU, will, subject to any legal or regulatory requirement, be treated confidentially and will not be transferred or supplied to another entity without the prior written consent of the other Participant;"

Paragraph 8. Intellectual Property Rights

The treatment of intellectual property to be used and created in the course of Collaborative Activities under this Memorandum will be detailed in the appropriate Implementation Agreements but will comply with the existing policies of the Participants. Both Participants affirm their commitment to their respective laws governing the licensing of intellectual proper and of public sector information.

Paragraph 9. Dispute Resolution

The Participants will resolve any disputes regarding the interpretation and implementation of this Memorandum amicably and in good faith, through mutual discussion and negotiation between the Participants' representatives, authorised to act on the Participants' behalf.

Any dispute that cannot be resolved using the above procedure may be referred to non-binding mediation with the consent of all Participants.

Paragraph 10. Variation

This Memorandum may be varied at any time by the mutual written consent of the Participants. Such consent must be duly signed by an authorised representative of each Participant.

Paragraph 11. Term and Termination

11.1 This Memorandum will come into effect on the date when it is signed by all Participants and will remain in effect for 5 years. Thereafter, it may be renewed for an additional period of 5 years or any other period as the Participants decide by mutual agreement.

11.2 This Memorandum may be terminated at any time by any Participant upon ninety (90) days prior written notice to the other Participants.

11.3 Unless otherwise agreed, termination or expiration of this Memorandum of Understanding will not affect the validity or duration of projects or programmes under an Implementation Agreement, which have been initiated prior to such termination.

Paragraph 12. **Signature**

The foregoing represents the understanding reached by the Participants.
Signed in **three** originals

FOR AND ON BEHALF
OF THE MINISTRY OF
EARTH SCIENCES OF
THE GOVERNMENT OF
INDIA

FOR AND ON
BEHALF OF THE
DEPARTMENT
FOR
ENVIRONMENT,
FOOD AND
RURAL AFFAIRS

FOR AND ON BEHALF
OF THE DEPARTMENT
FOR BUSINESS
ENERGY AND
INDUSTRIAL
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