

Memorandum of Understanding  
between  
*ESSO-National Centre for Antarctic and Ocean Research, Goa*  
and  
*Dhempe College of Arts & Science, Goa.*

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This MEMORANDUM OF UNDERSTANDING is made and entered into on this 20<sup>th</sup> of June 2015 between the ESSO-National Centre for Antarctic and Ocean Research, Goa 403 802, Ministry of Earth Sciences, Govt. of India [NCAOR] on the ONE PART and the Dempo Charities Trust's Dhempe College of Arts and Science [hereinafter DCAS], Miramar, Panaji, Goa on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

AND WHEREAS NCAOR is involved in research, consultancy and training in Antarctic and Ocean research and allied fields.

AND WHEREAS DCAS is involved in education, research and training in sciences and arts.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

*Article 1. Objectives*

- 1.1 To associate with NCAOR staff on research projects, whereby the teaching staff of DCAS will be exposed to research being conducted at NCAOR.
- 1.2 Jointly associate in providing innovative courses and student / faculty training programmes at DCAS and NCAOR

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- 1.3 To access the analytical instruments and infrastructural facilities, including the auditorium and seminar hall at NCAOR. This access shall be based on the terms and conditions governing such services at NCAOR. The cost of consumables shall be borne by DCAS.
- 1.4 Participation in NCAOR-conducted scientific expeditions based on the following criteria: i] the merit of DCAS' research proposals ii] vacancies aboard the research vessels iii] terms and conditions governing the participation of research personnel from partner institutions of NCAOR.

#### *Article 2. Implementation*

- 2.1 The Parties agree to constitute an Implementation Committee comprising the following participants:
  - Dr. Rahul Mohan, NCAOR.
  - Dr. Swati R. Pawar
  - Dr. Vrinda P. S. Borker
- 2.2 The committee shall meet either at NCAOR or Dhempe College to review the progress and suggest improvements.

#### *Article 3. Deliverables*

The deliverables expected from this collaboration are:

- 3.1 Collaborative research output in areas of common interest
- 3.2 Innovative courses
- 3.3 Summer/winter courses/projects for students and teaching faculty

#### *Article 4. Report Submission*

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- 4.1 DCAS shall submit a report on the realisation of various objectives envisaged under this collaboration.

*Article 5. Exchange of Information*

- 5.1 The term “information” includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged or arising under the objectives identified under Article 1. The parties shall take all measures to protect the secrecy of and avoid disclosure and unauthorised use of the information which is confidential and outside the public domain.

*Article 6. General Provisions*

- 6.1 Based on the educational requirements of students and research scholars, the implementation committee shall, in consultation with the faculty and scientists, decide on topics and the mode of cooperation for each of the academic years during the tenure of this collaboration.
- 6.2 The institution organising an item of work shall have the nodal responsibility for mobilising resources and the conduct of such works.
- 6.3 Each party shall bear the respective costs of carrying out the obligations under this agreement. Neither party shall make a claim against the other party for any expenditure unless such expenditure has been agreed upon in writing between the parties.

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- 6.4 The implementation of the objectives identified under Article 1 shall be subject to the time- and space constraints of scientists, faculties and the availability of infrastructure and analytical facilities at the work places.
- 6.5 Any research publications and commercially exploitable innovations arising out of the joint research and academic projects shall be jointly published or jointly patented with an appropriate share in the costs of patenting, and earnings if any, from their commercialisations.
- 6.6 Any dispute or difference arising between the Parties shall be settled by mutual agreement. The disagreements at the operating level shall be forwarded to the respective higher officials for appropriate resolution.
- 6.7 Nothing in this understanding is intended to affect other cooperation or collaboration between the parties.

#### *Article 7. Tenure and Termination*

- 7.1 This MoU shall come into force on 20<sup>th</sup> June 2015 upon signatures by the authorized signatories of the parties and shall be valid for ten years. It may be amended by mutual written agreement and may be terminated at any time by either party upon one month's written notice to the other party.

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- 7.2 All joint activities not completed at the expiration or termination of this understanding may be continued until their completion under the terms of this understanding.

*Article 8. Amendments*

- 8.1 This MoU represents the entire understanding between the parties and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.
- 8.2 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are executed, unless otherwise agreed to.

*Article 9. Assignment*

- 9.1 This MoU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

This MoU has been executed in two originals, one of which has been retained by NCAOR and the other by DCAS.

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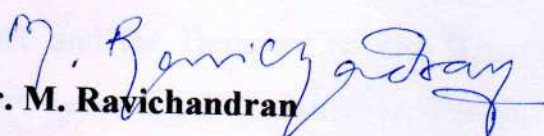
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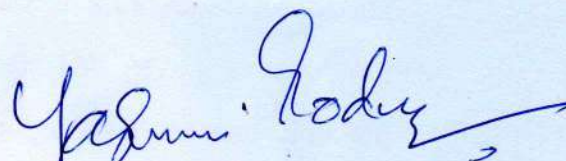


IN WITNESS WHEREOF, the Parties have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of  
**ESSO-National Centre for Antarctic & Ocean Research, Goa.**

For and on behalf of  
**D.C.T's Dhempe College of Arts & Science, Goa.**

  
**Dr. M. Ravichandran**  
**Director**  
**ESSO-NCAOR, GOA.**

  
**Dr. Yasmin Modassir**  
**Principal**  
**DCAS, GOA.**

Date: 20<sup>th</sup> June, 2015


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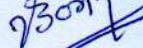
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