

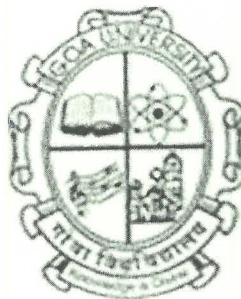
MEMORANDUM OF UNDERSTANDING
EXECUTED ON 12th SEPTEMBER 2025

BETWEEN

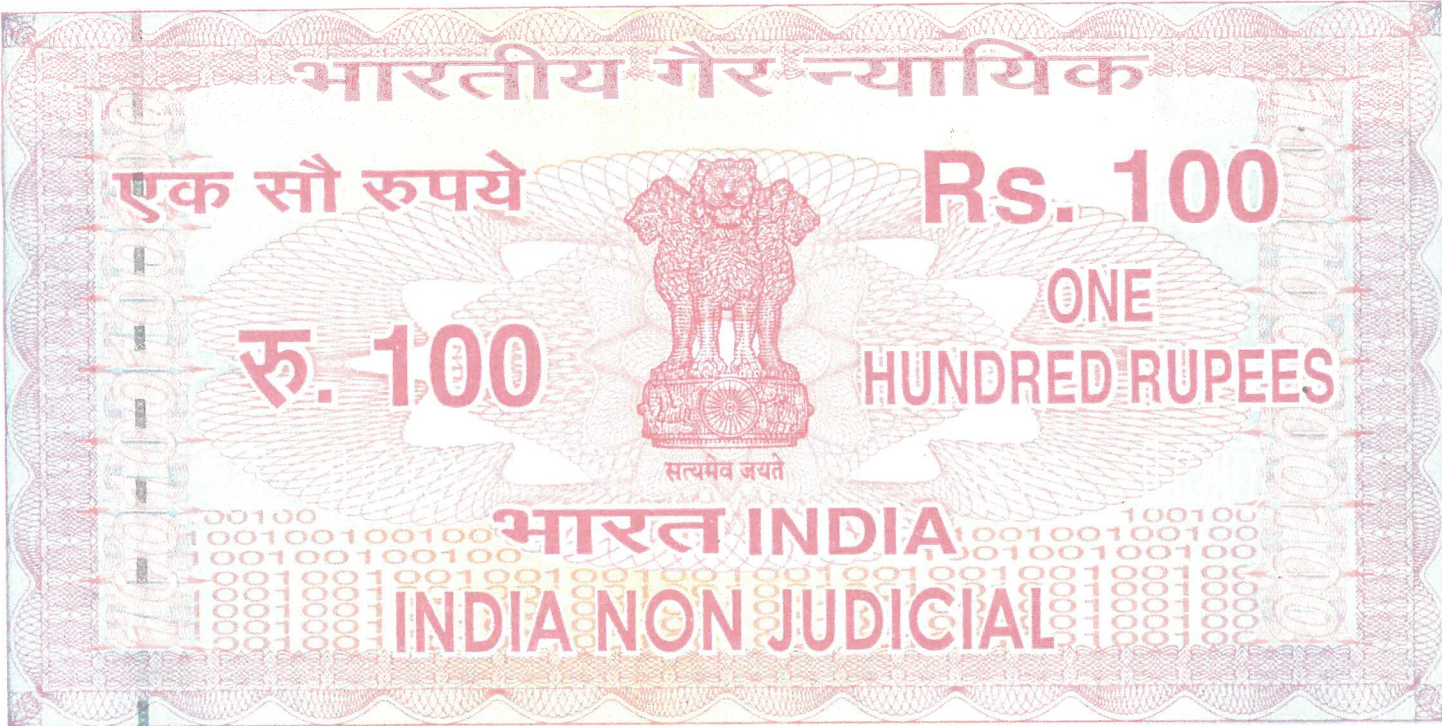


**INDIAN NATIONAL CENTRE FOR OCEAN INFORMATION
SERVICES (INCOIS)**

AND



GOA UNIVERSITY (GU)



गोवा GOA

B 921916

Date 12/8/25 No. 100 Value Rs. 100
Name of Purchaser Regulim Goa university
Place Goa Order Ref. No. AC/SIF/EN/102/200
Sign of Vendor [Signature] Sign of Purchaser [Signature]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter as “MoU”) is made and executed at Goa University, Taliegao Plateau, Goa on the 12th day of September 2025.

BY AND BETWEEN

INCOIS - Indian National Center for Ocean Information Services (INCOIS), Ministry of Earth Sciences, Govt. of India, "Ocean Valley", Pragathinagar, Nizampet Post, Hyderabad – 500 090 represented by Director, **Dr. Balakrishnan Nair T.M.**, 54, (herein after referred as the '**First Party**' which expression shall, unless repugnant the context or meaning thereof, be deemed to mean and include its administrator, successors and permitted assignees) of the First Party.

AND

Goa University, established under the Goa University Act of 1984 (Act No. 7 of 1984), hereinafter referred to as **GU**, represented by the Vice Chancellor, **Prof. (HAG) Harilal B. Menon**, 63, which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successor(s)-in-office, administrators and permitted assignees) on the **Second Party**.

Both **INCOIS** and **GU** are individually referred to as Party and collectively as Parties.

The Parties hereby agree to and set forth the terms governing their collaboration on the Project (as defined below).

1. Scope of Collaboration: The collaborative research thematic areas envisioned are summarized as follows:

- a. Conduct joint ocean and coastal observational programs
- b. Carry out joint research and development activities, which are of mutual interest for both the organizations, without any financial obligations.
- c. Take up joint programmes to enhance the awareness and preparedness of coastal communities for the natural hazards such as Tsunami/Storm Surge/Swell Surge/high waves/sea level change, Disaster Risk Reduction, etc., especially for the state of Goa.
- d. Collaboration in preparing multi-hazard ready and climate-ready coastal community resilience
- e. Strengthen academic collaboration between INCOIS and GU. This may include, but not limited to
 - Start joint academic programmes.
 - Explore the possibility to establish a INCOIS-GU- joint research Centre in GU
 - Recognize INCOIS as an affiliated research Centre of Goa University to allow eligible students/staff of INCOIS to register for Ph. D. in GU as per the relevant Statutes and Ordinances of Goa University.
 - Recognize the courses conducted at INCOIS as equivalent courses for Masters/Ph. D. programs, considering they are subject to approval of the concerned School's or Disciplines' Board of Studies and Academic



Council, as per the relevant Statutes and Ordinances of Goa University.

- Recognize eligible scientists of INCOIS as research supervisors in GU for Ph. D. programme as per the UGC Minimum Standards and Procedure for Award of Ph.D. Degree Regulations, 2022, as amended from time to time and relevant Statutes and Ordinances of Goa University.
- Recognize eligible scientists of INCOIS as adjunct faculty on deputation as per the UGC Minimum Standards and Procedure for Award of Ph.D. Degree Regulations, 2022, and relevant Statutes and Ordinances of Goa University.
- Provide opportunity for master's students and Ph. D. scholars of GU to carry out academic projects in INCOIS in the topics related to R&D activities of INCOIS.

1. Project Monitoring

- a. Parties will form a project monitoring committee consisting of at least two members from both the organization.
- b. Parties will jointly identify activities, areas to be covered and specific deliverables and outputs will be targeted and provided on a regular exchange basis.
- c. The facilities in the form of equipment and expertise from both the organizations will be utilized and extended to each other based on mutual agreement. The cost, if any, will be borne by the respective organization.
- d. Parties will provide possible logistics for joint programme implementation. The cost, if any, will be borne by the respective organization.
- e. Publications, if any, in respect of the said study shall be in the names of both parties.
- f. Any responsibilities that emerge while implementing the collaborative programme will be mutually agreed upon by the parties.
- g. While the parties agree to co-operate and otherwise act in good faith with a view to the successful implementation, there is no financial implication on either party.

General Terms and Conditions:

1. Extension/termination of MOU

Three months prior to this MOU coming to an end, the operation of this understanding may be extended if both parties deem it beneficial, which shall be for such period or periods as may be mutually agreed to by the parties herein. Requests for any major change or termination of this MOU shall be furnished by either party to the other for consideration not less than 90 days in advance in writing of the desired date for effecting the change/termination. There shall be no mandatory requirement on either party to extend.



2. Coming into Force

This MOU shall be deemed to have come into force from the date of signing mentioned above and shall continue for a period of **05 (FIVE)** years unless it is terminated earlier in terms of the provisions of the Agreement.

3. INTELLECTUAL PROPERTY RIGHTS (IPR)

- Each Party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to the MoU, consistent with the respective laws, rules and regulations of India.
- For the purpose of this Memorandum of Understanding, the term 'Intellectual Property' shall, as provided in Article 1 of the TRIPS Agreement, refer to all categories of intellectual property that are the subject of Sections 1 through 7 of Part II of the TRIPS Agreement.
- In case the cooperation activities proposed to be carried out under the MoU are likely to result in the generation of IPRs,
 - In case research and development 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.
 - In case of research results obtained through joint activities, the grant of intellectual property rights will be sought by both the Parties jointly and once granted, these rights will be jointly owned by the Parties. However, the apportionment of such rights may be decided mutually by Parties through a separate written agreement.
 - The Parties shall not assign any rights and obligations arising out of the IPRs generated from inventions/activities carried out under the MoU to any third Party, without *prior written* consent of the other Party.
- In case the cooperative activities proposed to be carried out under the MoU are not likely to result in generation of IPRs or in case the Parties would likely to decide the aspects relating to ownership, management and commercialization of IPRs in future, then the Parties shall enter into separate agreement that will specifically provide for ownership, management and commercialization of such rights to such IP in line with rules and regulations of Government of India. However, such separate agreements, when entered into on IPR related issues, should be referred to DIPP for vetting from IPR angle.

4. CONFIDENTIALITY/ INFORMATION SHARING

i. Scope of Confidential Information

All information and documents exchanged pursuant to the MoU Agreement 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 approval of the other Party.



ii. Information that may not be considered as Confidential

Notwithstanding the preceding paragraphs, any information which falls within one of the following shall not be Confidential Information.

- Information that had been already in the public domain when obtained from the other Party, or information that has come into the public domain after being obtained from the other party due to reason not attributable to the receiving party.
- Information obtained from a third party without bearing confidentiality obligations.
- Information that was in the receiving Party's possession or was already known by receiving Party, at the time of disclosure.
- Information that was developed independently and not from information obtained from the other Party, and which can be proved in writing.
- Information, the disclosure of which is obligatory under the laws or court orders.

iii. Information Sharing:

- a. Under no circumstances, restricted or confidential information will be transferred by either Party to a third Party, without prior written consent of the other Party.
- b. The information resulting from the activities of the implementation of the Agreement/MoU, will be published or divulged to third Parties, only with prior written consent by the other Party.
- c. All confidential information shall remain the exclusive property of the providing/ disclosing Party. Disclosure of confidential information shall not be construed as a license, interest or right to the recipient in respect to any Intellectual Property Right of the other Party.
- d. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or researchers or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the Parties in writing.

iv. Publication and use of names. logo and official emblem

- a. Any publication, document and/or paper arising out of joint work conducted by the Participants pursuant to this MoU will be jointly owned. The use of the name, logo and/ or official emblem of the participants on any publication, document and/or paper will require prior permission of both participants in each instance. It may, however, be ensured that the official emblem and logo are not misused.
- b. All Publications should be done with the mutual consent of the Parties into research, and the consent should be obtained in writing.
- c. If a Party intends to publish material relating to research, it must notify the other Party in writing of its intention to publish, through a prior notice allowing the other Party to respond within a certain period, say (30/60 days), accompanied by a draft of the proposed publication or public disclosure.
- d. On receipt of the notice, the other Party will, within the Notice period, convey its views/ decisions on the following:



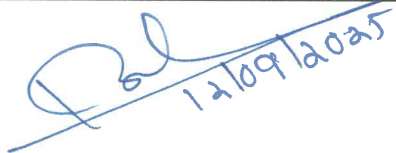
- to allow publication; or
- request for delay in publication (till patents are filed); or
- to allow publication of only part of the information; or
- to exclude certain portions from the information being published.

5. COMMERCIALIZATION

In case of research results obtained through joint activities under this MoU, both Parties will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the Parties to commercialize the technology within the geographical boundaries recognized by the Government of India. The commercialization in any other country shall be done jointly through a separate agreement.

6. DISPUTE RESOLUTION

- If any dispute of difference of any type whatsoever arises between the parties to this MOU in connection with or arising out of or relating to the construction, meaning, scope, operation or effect of this contract or in interpreting any clause/s or the validity of the contract or whether during the subsistence period of the MoU or after its expiry and whether before or after the termination or breach of the contract, such dispute shall be resolved amicably through mutual consultation and the parties are advised not to resort to arbitration to resolve such disputes or differences. All such disputes shall be resolved at the level of the Secretary, MoES and Vice-Chancellor, Goa University.
7. The Parties agree to be bound by the terms and conditions of this agreement in witness whereof they have signed this MOU through their authorized representative on this 12th day of September 2025.

For ESSO - Indian National Centre for Ocean Information Services	For Goa University
 (Signature & Seal)	 (Signature & Seal) 12/09/2025
डॉ. टी. एम. बालकृष्णन नायर Dr.T. M. Balakrishnan Nair निदेशक, इंडोइस / Director, INCOIS भारतीय राष्ट्रीय महासागर सूचना सेवा केंद्र (इंडोइस) Indian National Centre for Ocean Information Services (INCOIS) भारतीय विज्ञान मंत्रालय, भारत सरकार / Ministry of Earth Sciences, Govt. of India निसर्गपेट (पोस्ट) हैदराबाद / Nizampet (Post) Hyderabad - 500090 	
Indian National Centre for Ocean Information Services Ministry of Earth Sciences, Govt. of India “Ocean Valley” Pragathinagar BO, Nizampet SO. Hyderabad-500090 Telangana.	Goa University, Administrative Block, Taleigao Plateau, Goa 403206

In the presence of Witness 1 Signature 	In the presence of Witness 1 Signature 
Name Shri. Madcen Arshaf	Name Prof. Sunder Dhuni
Designation Senior Consultant, NDMA Government of India	Designation Registrar, Goa University
Witness 2. Signature 	Witness 2. Signature  12/09/2015
Name Dr. Thamban Meloth	Name Prof. V.M. Venkai.
Designation Director, NCBOR	Designation Dean, School of Chemical Sciences, Goa University

