

## MEMORANDUM OF UNDERSTANDING

Between  
The Helmholtz Association, Germany  
And  
Earth System Science Organization-Ministry of Earth Sciences  
Of  
The Republic of India

For  
COOPERATION IN THE FIELD OF EARTH SYSTEM SCIENCES

The Helmholtz Association, Germany, and the Earth System Science Organization-Ministry of Earth Sciences (ESSO-MoES) of the Republic of India (hereinafter referred to as the "Parties"),

Whereas the Helmholtz Association, comprising 18 autonomous Research Centres each with an independent legal status, carries out cutting-edge research in the strategic areas of Energy, Earth and Environment which contributes substantially to solving the grand challenges of science, society and industry.

Whereas ESSO-MoES conducts scientific and technical research and operational work in activities related to Earth System Science and translates the same into societal benefit.

**Concurring** on the importance of scientific and technical cooperation in Earth System Sciences,

**Given** the excellent scientific and technological research opportunities existing in the two countries in the field of Earth System Science Research,

**Recognizing** that such cooperation is of benefit to both countries, and

**Understanding** the importance of promoting a closer working relationship to address Earth System Science issues of common concern,

Have reached the following understanding:



## **Article I Purpose of Memorandum**

The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to facilitate arrangements and understandings that lead to cooperation and coordination of activities and programs in Earth System Sciences.

The broad objective of the cooperation is to allow the exchange of scientific resources as well as personnel and technical knowledge to support the improvement or development of programs in Earth Sciences and Services for both Parties.

## **Article II Scope of Cooperative Activities**

Cooperative activities are specific activities in scientific areas of mutual interest undertaken by the Parties and their subsidiary entities. Activities may include, but are not limited to areas such as:

1. Utilizing satellite and airborne measurement data for atmospheric and earth sciences research;
2. Atmospheric and oceanic studies on South Asian Monsoon (Theoretical and Experimental)
3. Global to regional air quality
4. Observing and modeling terrestrial systems
5. Geo-Energy and mineral resources;
6. Hazard assessment and seismicity;
7. Geochronology and Secondary Ion Mass Spectroscopy (SIMS);
8. Oceanographic, meteorological, and climate research;
9. Ship expeditions;

Activities that facilitate the collaborative and mutual exchange of scientific and technical experts for the furtherance of mutual project objectives;

Activities that support one or more objectives as identified in an international/regional forum in which the Parties participate; and

Additional activities of scientific and technical cooperation as may be mutually agreed.



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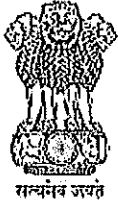
### **Article III Responsibilities of the Parties**

The Parties shall be responsible for coordinating and engaging with other organizational entities in their own countries, as appropriate and necessary, for the completion of the tasks designated pursuant to this MOU. The Parties shall endeavor to provide timely access to data to accomplish activities under this MOU. Other responsibilities include:

1. Management and coordination of activities undertaken under the auspices of this MOU;
2. Designation of appropriate officials to manage and coordinate joint activities; and
3. Provision of all necessary arrangements to facilitate entry to and exit from its country of personnel and equipment to the other country, engaged in or used in projects under this MOU shall be subject to laws and regulations of the respective country.

There shall be no exchange of funds between the Parties unless otherwise agreed. Each Party shall provide staff, facilities, and other support necessary for implementation of projects as mutually determined by the Parties. Such support will be subject to the availability of appropriated funds and personnel and will be in accordance with the laws and regulations of the respective country.

To the extent permitted by its laws and regulations, each Party shall work toward obtaining, on behalf of the other Party, relief from taxes, fees, customs duties, and other charges (excluding fees for specific services rendered) levied with respect to items received at custom points of entry for the fulfillment of the Party's responsibilities for scientific cooperation under this MOU.



#### **Article IV Implementing Agreements or Arrangements**

The implementation of this MOU shall be in accordance with the laws and regulations of the Federal Republic of Germany as well as of the Republic of India. Specific projects to implement the cooperative activities identified in Article II, including tasks, responsibilities, milestones, deliverables, resources, Principal Investigators, Confidentiality, IPR and related conditions to be conducted under this MOU, will be concluded by the Parties and the respective Helmholtz-Research-Centres and any other cooperating entities, when appropriate, and will be embodied as Implementing Agreements or Arrangements under this MOU. Implementing Agreements or Arrangements shall be governed by this MOU, unless expressly stated otherwise. Projects established under this MOU will be coordinated through the heads of the two Parties or their designees. Coordinators and working groups may be appointed by mutual consent of the Parties, as required, to consider and act on matters related to the implementation of this MOU.

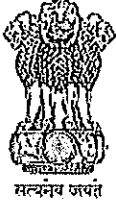
The implementation of activities under this MOU shall be subject to the availability of funding by both Parties. In support and pursuant to the specifications, tasks, schedules, financial arrangement, work sites and other appropriate matters shall be laid down in the Implementing Agreements or Arrangements.

#### **Article V Review and Monitoring Mechanism**

The Parties shall establish a Joint Committee which shall periodically review the progress of scientific projects under this MOU and suggest any change, if required.

The Parties will alternately host the meetings of the Joint Committee in their countries. The meetings shall take place at least once a year.

Reports on the progress towards achieving the purpose of the MOU as stated in Article I, including status reports on each of the activities as stated in Article II, shall be presented to the Joint Committee. Such reports should also outline future activity areas.



## Article VI Scientific and Technical information

(1) Both Parties shall take adequate measures to ensure the appropriate protection of intellectual property generated in cooperative activities under this MoU. The protection and disposition of intellectual property created or made use of in the course of such cooperative activities shall accord with the Intellectual Property Rights Law of Germany and India and all other relevant rules, regulations and international agreements to which the countries are signatories.

(2) While implementing a specific cooperation project, the Parties shall ensure that the partners of the respective project agree to the extent necessary by mutual consultation, upon details including the field locations, logistics, data- & information exchange, confidentiality, issues of intellectual property rights, sharing of expenses, the publication of research results, the ownership of research output and other relevant matters.

(3) The Parties shall undertake their best efforts to ensure that the implementing agreements between the project partners adhere to the following rules and principles with regard to the work results:

- a. Publications arising out of joint work shall be jointly published and refer to the cooperation. The use of the logo and/or official emblem of the Parties to this MoU requires prior permission of the respective Party in order to ensure that the logo or emblem is not misused.
- b. Either project partner shall own the work results arising on his side and ensure adequate protection of intellectual property.
- c. In case research results are obtained through joint activities, the involved parties shall jointly apply for intellectual property rights.

(4) All data and/or information that may be exchanged, acquired, shared, and/or resulted under this MOU, including information that may be subject to intellectual property protection and information relating to the business affairs of a Party or a project partner including without limitation technical, financial, operational, administrative, marketing, economic and other information which is disclosed in writing or orally disclosed and confirmed in writing shall be used strictly confidential and shall not, under any circumstance, be divulged by the receiving Party to a third party without the prior consent of the providing Party unless the same information has



already been in the public domain, falls into the public domain without breach of this Article VI, has been or is being developed by those employees of the receiving Party who had no access to the disclosed information, had already been known to the receiving Party prior to the disclosure by the organizing Party, or is disclosed to the receiving Party by a third party without the obligation of confidentiality.

(5) The Parties agree that the provision of this Article VI shall continue to be binding between the Parties notwithstanding the termination of this MOU for a period of five years following termination of this MOU.

(6) For the avoidance of doubt, the provisions of this Article VI shall also apply to information disclosed by / to individual Helmholtz Centres. Each Helmholtz Centre shall be entitled to enforce the obligations of this Article VI according to the provisions of this MOU.

#### **Article VII Settlement of Disputes**

Each Party shall consult with the other as soon as possible on any matter that may affect the proper implementation of this MOU. Any dispute regarding interpretation or implementation of this MOU or its associated Implementing Agreements or Arrangements will be resolved through mutual discussion and consultation between the Parties.

#### **Article VIII Entry into Force and Term**

This MOU shall enter into force on the date of the last signature by the Parties. This MOU shall remain in force for five years and may be renewed subsequently subject to the mutual written agreement of the parties for an additional period of five years. This MOU may be terminated at any time by either Party upon ninety days written notice to the other Party.

Unless otherwise agreed, termination or expiration of this MOU shall not affect the validity or duration of projects or programs under this MOU that have been initiated prior to such termination.

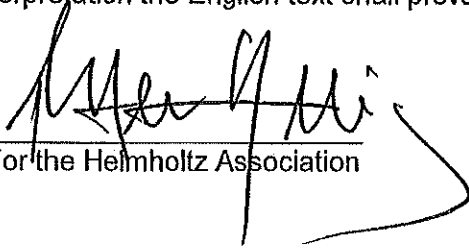



**Article IX  
Amendment of this MOU**

This MOU may be amended by mutual written agreement of the Parties and shall enter into force on the same manners as this MOU.

In witness whereof, the undersigned being duly authorized thereto have signed this MOU on ..... in .....

Done in two originals each in English and Hindi. In case of any divergence in interpretation the English text shall prevail.

  
For the Helmholtz Association

  
For Earth System Science Organization  
Ministry of Earth Sciences of the Republic of India

Name: Prof. Dr. P. Herzig  
Direktor  
Designation: Helmholtz-Zentrum  
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Name: DR SWATI BASU  
Designation: SCIENTIFIC SECRETARY, ESSO

VICE-PRESIDENT RESEARCH FIELD  
EARTH & ENVIRONMENT

07. April 2015