



भारत सरकार
GOVERNMENT OF INDIA

समझौता ज्ञापन
Memorandum of Understanding

Between
भारतीय भूवैज्ञानिक सर्वेक्षण
खान मंत्रालय
भारत सरकार

GEOLOGICAL SURVEY OF INDIA
MINISTRY OF MINES
GOVERNMENT OF INDIA

के बीच
and

भारतीय सर्वेक्षण विभाग
विज्ञान और प्रौद्योगिकी विभाग
भारत सरकार

SURVEY OF INDIA
DEPARTMENT OF SCIENCE AND TECHNOLOGY
GOVERNMENT OF INDIA

On

बहु-अनुशासनात्मक भूवैज्ञानिक मिशनों पर सहयोग और डेटा साझा करना
Collaboration and Data Sharing on
Multi-Disciplinary Geoscientific Missions

08 February, 2024

CL.1. The MoU

This Memorandum of Understanding (hereinafter referred to as 'MoU') is made and executed at New Delhi on 08th day of February 2024,

By and Between

Geological Survey of India, Ministry of Mines, Government of India through its Director General, having its office at 27, Jawaharlal Nehru Road, Kolkata 700016 (hereinafter referred to as 'GSI'), 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) of the First Party;

and

Survey of India, Department of Science and Technology, Hathibarkala Estate, Dehradun, Uttarakhand 248001, through its Surveyor General of India having its office located at Dehradun (here in after called "SOI", which terms or expression shall, unless excluded by or repugnant to the subject or context, mean and include its successor-in-office, administrators or permitted assignees) of the Second Part.

CL.2. Definitions

Unless repugnant to the subject or context the following words and expressions in this Memorandum shall have the meaning as given here under.

- "MoU" shall mean this document entitled Memorandum of Understanding between GSI and SOI.
- "Parties" shall mean GSI and SOI
- "Effective date of MoU" shall mean the date on which this MoU is signed by both parties.
- "Work" shall mean the duties, responsibilities and obligations of GSI and SOI under and in accordance with the MoU.
- GSI and SOI are herein after collectively referred to as the "parties" and individually as the "party".

CL.3. Preamble**Geological Survey of India (GSI)**

GSI a premier earth science organization and an attached department under the Ministry of Mines, Government of India is engaged in fundamental and multi-disciplinary geoscientific activities in the country including the Public good geosciences and Geotechnical and Geo hazard management in the country. The Geological Survey of India (GSI) was set up in 1851 primarily to find coal deposits for the Railways. The arrival of Sir Thomas Oldham, Professor of Geology at Trinity College Dublin and the Chief of Irish Geological Survey at Calcutta on 4th March 1851, marked the beginning of the continuous period of the Geological Survey of India. Over the years, it has not only grown into a repository of geo-science information required in various fields in the country, but has also attained the status of a geo-scientific organisation of international repute. The main functions of GSI relate to creation and updation of national geoscientific information and

mineral resource assessment. These objectives are achieved through ground surveys, air-borne and marine surveys, mineral prospecting and investigations, multi-disciplinary geoscientific, geo-technical, geo-environmental and natural hazards studies, glaciology, seismo-tectonic study, and carrying out fundamental research. Outcome of work of GSI has immense societal value. Functioning and annual programmes of GSI assume significance in the national perspective. GSI, head quartered at Kolkata, has six Regional offices located at Lucknow, Jaipur, Nagpur, Hyderabad, Shillong and Kolkata and State Unit offices in almost all States of the country.

Survey of India (SOI), the National Survey and Mapping Organization of the country under the Department of Science & Technology, is the oldest scientific department in India. It was set up in 1767 and has evolved rich traditions over the years. In its assigned role as the nation's Principal Mapping Agency, Survey of India bears a special responsibility to ensure that the country's domain is explored and mapped suitably, provide base maps for expeditious and integrated development and ensure that all resources contribute with their full measure to the progress, prosperity and security of our country now and for generations to come.

Whereas both parties wish to co-operate and collaborate with each other mutual R & D, data sharing for the benefit of different multi-disciplinary geoscientific missions of the country undertaken by the Geological Survey of India.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties here to agree as follows:

CL.4. Objectives

GSI and SOI have recognized each other's capabilities in operation and maintenance of national infrastructure for observation of earth systems; and agree to discuss and jointly work on a closer engagement between GSI and SOI forming an integral part of this MoU.

GSI and SOI have agreed to collaborate on mutual data sharing, and also for any R & D, training, and capacity building as and when required for the mutual benefit of both the parties.

CL.5. Scope of Collaboration

This MoU defines the broad frame work of interaction and engagement of both parties:

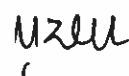
1. Survey of India (SOI) is establishing a network of Continuously Operating Reference Stations (CORS) covering the entire country. These CORS stations are capable of observing GNSS Satellite data 24x7 and disseminating raw data and correction streams for accurate positioning services. GSI has been involved in several of its multi-scale geoscientific survey and mapping programs annually, where such accurate positional coordinates are required in GSI's ongoing mineral exploration, baseline data generation, fundamental and multi-disciplinary geoscience research programs. SOI agreed to facilitate GSI's such multi-scale geoscientific mapping missions by extending its positioning services including CORS, digital toposheets, and other Ground Reference point data for necessary

calibration, continuous use, and for validation purposes, including using those high precision positional coordinates as Ground Control Points for geo-referencing any geospatial data including other remotely-sensed earth observation data etc. as and when required.

2. GSI agreed to facilitate SOI in the maintenance of National Spatial Reference frame and National Digital Elevation Model, by sharing ground gravity data and any other geodetic high precision data maintained by GSI as per National Geospatial Policy or any other applicable National Policy Document.
3. GSI and SOI agreed to conduct joint research on Geodynamic studies, crustal deformation studies, Geo hazard studies, survey & mapping techniques, and other subjects of mutual interest and will work on the mutual knowledge sharing mechanism along with sharing of relevant data of mutual interest between the parties.
4. GSI and SOI will work together to create suitable IT and communication infrastructure to implement Data and facility sharing agreed upon under this MoU for both currently-acquired continuous data, and bulk raw archival data for use by both parties for any national geodynamic, plate movement, crustal evolution studies, and any other relevant geoscientific studies.
5. GSI and SOI will be free to share own data shared under this agreement as well as any of its derivatives in the future as per their own departmental policy.
6. SOI agrees to share its high-resolution digital elevation model (DEM) data whatever available with GSI for all the required geoscientific programs of GSI as required, and if warranted can also prioritise creation of such data for new areas as per the national priority informed either by GSI or required by SOI itself.
7. GSI and SOI will work together for capacity building of their manpower in usage of all its high-resolution surveying and mapping products and services.
8. Each Party shall bear its own costs for their operational responsibilities in connection with the activities contemplated by this MoU as well as its own costs and expenses in relation to the negotiations and any preparatory work for this MoU.

CL.6. Confidentiality

1. All information and documents to be exchanged pursuant to the MoU will be kept confidential by both the parties and will be used subject to such terms as each party may specify. Both parties will not use the information for purposes other than that specified without the prior written consent of the other party.
2. All confidential information shall remain the exclusive property of the disclosing party. Both parties agree that this MoU and the disclosure of the confidential information do not grant or imply and license, interest or right to the recipient in respect to any intellectual property right of the other party.



3. Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by both parties in writing.

CL.7. Intellectual Property and Publications

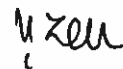
1. Each party will ensure appropriate protection of intellectual Property rights (IPR) generated from cooperation pursuant to MoU, consistent with laws, rules and regulations of India.
2. In case of research results obtained through joint activities, the grant of IPR will be sought by both the parties jointly and once granted these rights will be jointly owned by the parties.
3. The parties shall not assign any rights and obligations arising out of the IPR generated from inventions/activities carried out under the MoU to any third party without prior written consent of the other party.
4. The parties will be free to use the outcome (product) of the efforts put in by the parties under this MoU without any financial obligations. All parties will extend their support and developed technical expertise/ product for enabling its rollout without any bias or prejudice.
5. Any publication, document and/or paper arising out of joint work conducted by the parties pursuant to this MoU will be jointly owned. 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 must however be ensured that the official emblem and logo is not misused.

CL.8. Terms and Conditions

1. This MoU will remain valid for **five (05) years** from the date of signing of both parties.
2. This MoU may be amended, renewed by mutual agreement which shall be in writing and signed by both the parties.
3. This MoU may be terminated by giving a prior notice of not less than 90 days by either party.
4. In case of termination, mutual concern/agreement has to be arrived for protecting and respecting the obligations of both parties.
5. The pre-closure of this MoU by either party shall not be liable for any compensation from other party under this MoU.
6. This MoU may be terminated in the event of Force Majeure as defined in Clause 10.

CL.9. Financial obligations

Each Party shall bear its own costs for their operational responsibilities in connection with the activities contemplated by this MoU as well as its own costs and expenses in relation to the negotiations and any preparatory work for this MoU.



CL.10. Indemnification

Either party ("Indemnifying Party") shall indemnify and keep indemnified the other party ("Indemnified Party") against any and all claims, direct losses, injuries, liabilities, reasonable costs and expenses, direct damages, actions or proceedings which may be made or taken against the Indemnified Party by any person arising out of any breach, action or inaction of the Indemnifying Party under this MoU.

CL.11. Governing Law

This MoU shall be governed as per provisions of the Indian Contract Act, 1872 and other applicable Indian Laws.

CL.12. Dispute Settlement Mechanism

All disputes arising between the parties in any way connected with this MoU or in regard to the interpretation of the context thereof and implementation shall be resolved amicably through mutual consultations and negotiations between the parties. If the matter remains unresolved within 30 days, the same will be referred to Director General, GSI and Surveyor General of India whose decision will be final and will be abided by both the parties

Failing to achieve amicably resolved settlement by aforementioned mutual discussion or consultation, any alternative dispute settlement mechanism by mutual consent may be adopted.

CL. 13 Arbitration

Any dispute arising out of the MoU shall be settled by Administrative Mechanism for Resolution of Disputes (AMRD) vide OM No. 334774/ DoLA/ AMRD/2019 Dated 31/03/2020 issued by Department of Legal Affairs, Ministry of Law & Justice, Government of India.

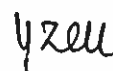
CL.14. Amendment

This MoU is hereby concluded in terms of understanding of parties about the Indian laws including laws of contract and intended to regulate accordingly. However, either party with the written mutual consent of the other party in order to facilitate settlement of dispute or implementation of the provision of this MoU may amend any provision of this MoU in writing and unless specifically stating the same to be an amendment of the MoU.

This MoU represents the understanding between GSI and SOI in the present circumstances and supersede any earlier understanding written hitherto with respect to the subject matter of the MoU.

CL.15. Force Majeure

Force Majeure is an event for which either party cannot be held accountable. For events constituting force majeure, they must be unforeseeable, external to both the parties and



unavoidable. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances as flood, fire, pandemic, earthquake and other acts of God, as well as war, military operations, blockade, acts or actions of state authorities or any other circumstances beyond the control of the parties that might arise after the conclusion of the MoU.

In the event of any dispute arising out of Force Majeure, wherein any of the party under this MoU is unable to meet the specific requirement due to the reasons beyond the control of the organisation, the same may be resolved on mutually agreeable terms and conditions including waiver if applicable with regard to time, space, quantity or quality of the deliverables.

CL.16. Jurisdiction

Any dispute arising out of the MoU or the terms shall be subject to the exclusive jurisdiction of Kolkata only.

CL.17. Effective Date of MoU

This MoU shall be effective from the date of its signing. If the parties have signed on two different dates, the last signature date will be the effective date.

CL.18. Functionaries

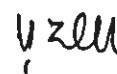
The functionaries shall communicate and monitor the progress of work from time to time related to this MoU.

<p>For GSI</p> <p>Deputy Director General & Head - National Mission IV Geological Survey of India, 27- Jawaharlal Nehru Road, Kolkata- 700 016 (West Bengal) Phone No: 033-22861676</p>	<p>For SOI</p> <p>Deputy Surveyor General (Technical), Office of the Surveyor General of India, Survey of India, Dehradun – 248001 (Uttarakhand) Phone No: 0135- 2749150</p>
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Either of the Parties recognizes that the successful implementation of this MoU to the mutual satisfaction and benefit of both the Parties will require a significant degree of co-operation and good faith. The Parties resolve to act in good faith and under the spirit of this MoU to implement the provisions under the mutual desire and in the interest of both the Parties.

CL.19. Signature and Seal

This MoU is executed induplicate with each copy constituting an official version and having equal validity and each party will hold one copy. By signing below, the parties, acting in their duly authorised capacities, agree to execute the terms of this MoU, effective from date of signing

In WITNESS WHEREOF the undersigned duly authorized thereto, have signed this MoU.

For and on behalf of

<p>(First Party)</p> <p>For and on behalf of the Geological Survey of India</p> <p>Signed, Sealed and Delivered by</p> <p><i>Saibal Ghosh</i> 08.02.2024</p> <p>डॉ. साबाल घोष Dr. Saibal Ghosh उप महासंचालक (Dy. D.G.) भारतीय भू-सर्वेक्षण विभाग Geological Survey of India</p> <p>Designation: Deputy Director General & NMH-IV, GSI</p> <p>Address: Geological Survey of India, CHQ, 27, Jawaharlal Nehru Road, Kolkata-700016 (West Bengal)</p> <p>In the presence of <i>Pradeep Singh</i> 8/2/2024</p> <p>Name: PRADEEP SINGH</p> <p>Designation: Director (Tech)</p> <p>Address: Ministry of Mines</p> <p>Name: <i>Mukesh Verma</i> 08/02/24</p> <p>Designation: Director (G)</p> <p>Address: GSI, DSCO, New Delhi</p>	<p>(Second Party)</p> <p>For and on behalf of the Survey of India</p> <p>Signed, Sealed and Delivered by</p> <p><i>Uzlu</i></p>  <p>Designation: Deputy Surveyor General (Technical)</p> <p>Address: Office of the Surveyor General of India, Hathibarkala Estate, Post Box No. 37, Dehradun - 248001 (Uttarakhand)</p> <p>In the presence of <i>Upkar Pathak</i> 08/02/24</p> <p>Name: Upkar Pathak</p> <p>Designation: Superintending Surveyor</p> <p>Address: Surveyor General's office Dehradun.</p> <p>Name: <i>Misal Roshan Srivastava</i> 08/02/24</p> <p>Designation: Superintending Surveyor</p> <p>Address: Surveyor General's Office, Dehradun</p>
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