

**MEMORANDUM OF UNDERSTANDING**

**between**

**Survey of India (SOI)**

**and**

**CEPT University**

# 1 PREAMBLE

## CEPT University

CEPT University is focused on understanding, designing, planning, constructing, and managing human habitats. Its teaching programs build thoughtful professionals, and its research programs deepen understanding of human settlements.

The University has established specialized entities for specific purposes, including:

- CEPT Research and Development Foundation (CRDF) – For funded research and grant work
- CEPT Advisory Foundation (CAF) – For advisory work and capacity building
- CEPT Professional Programs (CPP) – For upskilling professionals through certificate programs, and customized training programs.
- CEPT Urban Planning and Design Foundation (CUPDF) – COE created through a grant from the Government of India, Ministry of Housing and Urban Affairs

The CEPT University for the purpose of this MoU includes the following legal entities...

- CEPT University (includes CEPT Professional Programs)
- CEPT Research and Development Foundation (CRDF)
- CEPT Advisory Foundation (CAF)
- CEPT Urban Planning and Design Foundation (CUPDF)

Individual legal entities will form separate contracts with SOI for projects, assignments, or initiatives where consideration is involved.

Annex – 1 provides details of each of the above entities.

## SURVEY OF INDIA (SOI)

**Survey of India (SOI)**, under the Department of Science & Technology, is one of the oldest organized surveying institutions in the world. The organization was established in 1767, with a history of more than 250 years and a rich heritage of accurate geospatial information. In its assigned role through National Geospatial Policy-2022, the Survey of India, bears a special responsibility to ensure that the country's domain is explored and mapped suitably to provide foundational geospatial data for expeditious and integrated development and ensure that all resources contribute their full measure to the progress, prosperity and sovereignty of the country. The primary responsibility of SOI is to provide authoritative foundation data which



includes but not limited to maintaining Geodetic Reference Frame, Orthoimagery, Elevation (DEM), Functional Areas (Administrative Boundaries) and Geographical Names (Toponymy) in collaboration with various stakeholders including the private sector by suitably aligning with the priorities of the Government of India. In addition, it is also mandated to promote the use of geospatial knowledge and intelligence through partnerships and other mechanisms by all sections of the society and work towards a knowledge-based society. SOI has its headquarters in Dehradun, Uttarakhand.

CEPT and SOI are individually referred to as "Party" and collectively as "Parties".

## 2 NATURE OF COLLABORATION

Broad Areas of Co-operation

### 2.1 Academic

- Access and sharing of data for academic and research purposes
- Internship and Directed Research Projects (DRP) opportunities for students
- Expert lectures for students

### 2.2 Research

Both institutions can engage in collaborative research projects focusing on the application of geospatial technologies. This could involve:

- Developing new methodologies for data acquisition and analysis.
- Conducting joint studies on using Earth Observation (EO) technologies
- Applications of geo-spatial technology tailored to specific mapping needs, such as urban planning & infrastructure, land administration, environmental monitoring etc.

### 2.3 Advisory

CEPT can assist SOI with:

- Utilising advanced technologies to enhance mapping accuracy and efficiency.
- Conducting comprehensive assessments to understand the specific need and challenges faced by SOI, ensuring fit-for-purpose solutions.
- Sharing best practices in geospatial data collection, processing and analysis ensuring high standards in mapping projects.

- Integrating various geospatial datasets and standards ensuring interoperability among different systems to improve data usability.
- Developing frameworks to enhance governance through better data management.
- Collaborating in implementation of 'National Geospatial Policy – 2022' for the effective use of geospatial data in national planning and decision-making.

#### 2.4 Capacity Building

Joint workshops, seminars, and training sessions aimed at enhancing skills in geospatial technologies. This can include:

- Hands-on training on latest geospatial tools and techniques, fostering skill development.
- CEPT can provide capacity-building programs for government officials and stakeholders involved in spatial planning and management.

CEPT University and Sol may explore possibilities of joint offering of professional certificate programs for in-service professionals.

#### 2.5 Public Awareness

Joint initiatives can be undertaken to raise awareness about the importance of geospatial data in addressing societal challenges. This could involve:

- Organizing conferences, symposia and engaging with communities to demonstrate how geospatial technologies can solve local problems.

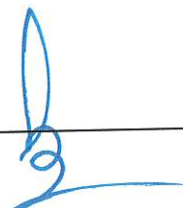
Both the Parties through this Memorandum of Understanding ("MoU") agree to the following general forms of collaboration and shared interests:

#### 2.6 Financial Implications of the Nature of Collaboration

The above listed collaborative activities will require to be funded from appropriate sources and CEPT University will not bear any financial liability for these activities. Please also see Section 5 of this MoU.

### 3 RIGHTS AND OBLIGATIONS OF PARTIES

- 3.1 The Parties will cooperate and support each other in the achievement of their common areas of collaboration and shared interests in the spirit of good partnership.



To maintain this spirit, the Parties will promote and disseminate information on each other's activities.

- 3.2 The results of collaborative activities of the Parties will be made open to the public by default unless both SOI and CEPT agree on and document necessary access restrictions.
- 3.3 The Parties will endeavour to communicate readily and promptly with each other over areas of mutual interest and possible future areas of collaboration.
- 3.4 Where appropriate and beneficial, and to the extent allowed by the organisations' respective due processes, the Parties may establish and support Joint Interest/Working/Task Groups in areas of shared activity.

#### **4 ADMINISTRATIVE PROVISIONS**

##### **4.1 TERM**

This MoU shall become effective on the date of signing and shall remain in force for three years from the date of signing, unless terminated earlier by any of the signatories in keeping with the Terms of the MoU. This MoU can be extended based on the mutual agreement of the Parties.

##### **4.2 TERMINATION**

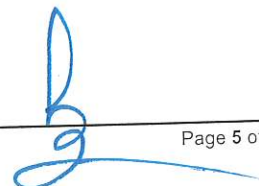
Either Party may terminate this MoU with a 30-day written notice to the other Party. Such termination will not affect the commitments already undertaken under this MoU or any other previous contracts. The termination of this MoU, however effectuated, will not affect the parties' rights, duties, and obligations pursuant to confidentiality and intellectual property.

##### **4.3 MODIFICATION**

If any exchanges in the above clauses or a modification are intended, then it can be carried out by written mutual consent of both the Parties.

#### **5 NO FINANCIAL OBLIGATIONS**

- 5.1 This MoU creates no binding obligation to set apart or commit any financial or other re-resources or to comply with or respond to any offer or proposal except as may be agreed to in this MoU by the parties in writing within the scope of this MoU or separately.



5.2 Individual contracts which involve exchange of consideration will be agreed between SOI and CEPT for participation in specific activities such as projects, advisory work, research, capacity building etc. These may be with one or more of the CEPT entities listed in this MoU.

## **6 INTELLECTUAL PROPERTY RIGHTS**

6.1 The Parties shall consult with each other regarding the Intellectual Property Rights as appropriate relating to any project or benefits derived thereof in respect of activities carried out under a separate legal instrument pursuant to this Memorandum. Any new intellectual property will be managed in a manner consistent with the Parties' policies on intellectual property. Data, code, publications, and analogous output will be accessible by default, according to the principle 'as open as possible, and only as closed as necessary'.

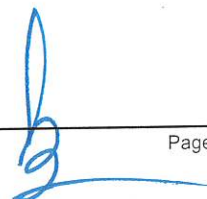
6.2 Each Party owns and shall retain all rights, title, and interest in their respective background intellectual property (BIP) that has been made available to each other for the purpose of the execution of the research work. BIP shall mean any know-how or intellectual property which is owned by a party before entering into this MoU and any know-how and intellectual property which is developed by a party outside the scope of the MoU (e.g., in cooperation with another partner).

6.3 All title, rights, and interests in and relating to any research results, i.e., know-how and intellectual property whether patentable or nor, obtained under the cooperation vide this MoU, will be termed as "Joint Intellectual Property" and shall vest in and be jointly owned by the Parties.

6.4 Either Party is entitled to use any research results emanating from this MoU, for further research. The parties will inform each other immediately about any further research results in writing or via e-mail. The use of research results for commercial purposes shall be subject to a specific agreement to be signed between the Parties as and when such research results are available and are expected to be put to use for commercial purposes.

## **7 CONFIDENTIALITY**

7.1 Each Party shall maintain the confidentiality of this MoU and any information exchanged pursuant to the terms of this MoU, during the term of this agreement and



one (01) year after termination or expiration thereof, unless otherwise agreed herein. The obligations on confidentiality shall not apply to any information of a party that

- a. has been approved for release by prior written authorization by the disclosing party and/or;
- b. is already in the public domain at the time of disclosure and/or becomes publicly known through no fault by the receiving party and/or;
- c. is acquired by the receiving party from a third party other than the disclosing party not through a breach of any obligation of confidentiality by such third party and/or;
- d. is already known to the receiving party before the time of disclosure as evidenced by tangible records and/or;
- e. is independently developed by the receiving party without any aid of the disclosing party's information and/or;
- f. must be disclosed due to a court's decision or a public authority.

7.2 In case disclosures become mandatory under Clause 7.1(f), the Party forced to disclose the information shall limit the disclosures to the extent necessary and as mandated under the relevant statute and shall inform the other Party immediately in advance.

## 8 PUBLICATION

8.1 CEPT, as an institution of research and advisory, engages only in research and advisory that is compatible and beneficial to, and consistent with, its academic role and mission of CEPT University. Therefore, results and methodology of research activities shall be reasonably available to students and researchers for publication.

## 9 NON-EXCLUSIVITY

9.1 The MoU is not exclusive in nature and each party shall have the right to enter into similar arrangements with any other company, research, or academic institution.

## 10 WARRANTY AND LIABILITY

10.1 Parties acknowledge that neither party has made assurances or guarantees, of any kind, that the areas of collaboration would lead to a particular result, produce any specific data, product or other result, or result in or cause SOlorCEPT to succeed or achieve any specific objectives.

10.2 Any liability of the parties and their representatives shall be excluded except for gross negligence and wilful acts or omissions.

## **11 LANGUAGE OF MEMORANDUM AND CORRESPONDENCE**

11.1 The present MoU is written in English.

11.2 All correspondence regarding this MoU shall be carried in English.

11.3 In case of any discrepancies or inconsistencies in the semantic content of the terms, the English language version shall prevail over any other language.

## **12 SETTLEMENT OF DISPUTES AND CONFLICTS**

12.1 The Parties will endeavour to resolve by negotiation any and all disputes that may arise from this MoU or with regard to it.

12.2 In case the efforts and negotiations do not result in a mutually acceptable resolution, the MoU shall be terminated forthwith.

## **13 LEGAL EFFECT**

13.1 This MoU is not intended to impose any legal obligation (save any rights accrued to the parties under Clauses 5.2 and 7) whatsoever on either party but limited to an obligation to bargain in good faith. The Parties do not intend to be bound by any agreement until both agree to and sign a definitive written contract. Neither party can rely on any promises inconsistent to this paragraph. This paragraph supersedes all other conflicting terms. Governing law shall be the laws of India.

## **14 CONTACT PERSON**

The contact person from CEPT shall be Dr Shivangi Somvanshi and the contact email id is shivangi.somvanshi@cept.ac.in. The contact person from SOI shall be Addl. SG, SGO, Dehradun and the contact email id is sgo.technical.soi@gov.in. The coordinators will serve as the nodal persons responsible for arrangements associated with specific commitments and reciprocating duties.

The Parties have entered into the MoU on this 16 Day of January, 2024.



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For and on behalf of CEPT University

For and on behalf of Survey of India

*Barjor L. Mehta*

Barjor Mehta  
President  
CEPT University

Date: 16<sup>th</sup> Jan, 2025



*Hitesh Kumar S. Makwana*

Hitesh Kumar S. Makwana, IAS  
Surveyor General of India  
Survey of India

Date: 16<sup>th</sup> Jan, 2025



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## ANNEX – 1

### CEPT UNIVERSITY

CEPT University takes its name from the 'Center for Environmental Planning and Technology' (CEPT). It focuses on understanding, designing, planning, constructing and managing human habitats. Its teaching programs build thoughtful professionals, and its research programs deepen understanding of human settlements. In 2005, the Government of Gujarat incorporated CEPT as a university. CEPT University comprises five faculties: Faculty of Architecture (1962), Faculty of Planning (1972), Faculty of Technology (1982), Faculty of Design (1992) and the Faculty of Management (2013). Since 2007, the University Grants Commission recognizes CEPT University under section 2(f) of the UGC Act, 1956. The Department of Scientific and Industrial Research (DSIR) of the Government of India recognizes the University as a Scientific and Industrial Research Organization (SIRO). CEPT University is located at Kasturbhai Lalbhai Campus, University Road, Navrangpura, Ahmedabad, Gujarat. The University does not have any branches or any affiliated colleges.

### CEPT Research and Development Foundation (CRDF)

CEPT Research and Development Foundation (hereinafter referred to as "CRDF") is the research and advisory arm of CEPT University. CEPT University has created a vibrant environment of interdisciplinary collaboration and innovation focused on issues concerning human habitats. Through CRDF, University engages actively in research projects, advisory assignments and capacity building initiatives aimed at solving critical problems in the built environment and improving people's quality of life in towns and cities.

CRDF was established as a Not-for-Profit company under Section 25 Company under the Indian Companies Act, 1956 with Registered Office located at CEPT University, Kasturbhai Lalbhai Campus, University Road, Navrangpura, Ahmedabad. CRDF operates with an independent board appointed by CEPT University and is organised around thematic centres which specialise around a specific area of expertise. CRDF's mission is to educate, to build thoughtful and competent professionals and undertake research to clarify and deepen our understanding of how we design, plan, build and manage habitats, so that we may improve upon present practices.

### CEPT Advisory Foundation (CAF)

CAF was established as a Not-for-Profit company under Section 8 Company under the Companies Act, 2013 with Registered Office located at CEPT University, Kasturbhai Lalbhai



Campus, University Road, Navrangpura, Ahmedabad. CAF operates with an independent board appointed by CEPT University and is organised around thematic centres which specialise around a specific area of expertise. CAF's mission is to educate, to build thoughtful and competent professionals and undertake research to clarify and deepen our understanding of how we design, plan, build and manage habitats, so that we may improve upon present practices.

### **CEPT Professional Programs (CPP)**

CPP bridges the gap between academics, practice, policymaking, and implementation through professional certificate programs and customised training programs. The mission of CPP is to support individual and organizational learning by creating opportunities to acquire new skills and capabilities, thus allowing professionals to stay relevant in the current knowledge-based global context. To achieve this, CPP offers professional development, continuing education, and up-skilling opportunities tailored for in-service professionals across disciplines related to the built environment.

### **CEPT Urban Planning and Design Foundation (CUPDF)**

The Hon. Finance Minister's budget speech of 2022-23, announced a 250 Crore endowment fund for developing India-specific knowledge in urban planning and design. This fund was for institutions designated as Centres of Excellence (CoE) in urban planning and design identified through a competitive selection process. After following the due process, the MoHUA, Govt. of India selected CEPT University as the only private university among the four institutions identified as CoEs in the country.

CEPT University's CoE is housed within **CEPT Urban Planning and Design Foundation (CUPDF)**, an independent not-for-profit company of the university. CUPDF is expected to foster innovation and help improve the practice in the fields of urban planning and design. It works to make urban planning and design more effective by conducting research on practically relevant questions in the field. Its initial activities include Urban Data Analysis, Research and, Training & Capacity Building with the aim to provide deep insights into difficult problems of urban development for our cities.