

Memorandum of Understanding (MoU)


Between

Association of Geospatial Industries (AGI)
607, Madhuban Building, 55 Nehru Place,
New Delhi - 110019

And

Survey of India (SOI)
National Institute for Geo-Informatics Science &
Technology, Uppal, Hyderabad,
Telangana – 500 039




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Memorandum of Understanding

Memorandum of Understanding (MOU) dated by and between the Association of Geospatial Industries (AGI) through President (AGI), with its principal place of business at 607, Madhuban Building, 55 Nehru Place, New Delhi - 110019, India, and Survey of India (SOI) through Additional Surveyor General (NIGST), Hyderabad on behalf of Surveyor General of India with its principal place of business at Hathibarkala Estate, Dehradun, Uttarakhand - 248 001.

RECITALS

WHEREAS:

- AGI is a non-profit, non-government association representing the Indian geospatial industry. Founded in 2009 AGI envisions to be the voice of the geospatial industry in India; creating business opportunities for the geospatial industry by advocating applications of geospatial content and technologies in various national programs, working with the government in creating a conducive policy environment and assisting its members in their business development and growth. The objectives of AGI are to be a thought leader providing relevant and timely support to its members, for creating business opportunities for them and developing talent in the domain.
- Survey of India is the National Survey and Mapping Organization of the country functioning under the Department of Science & Technology, Govt. of India. As a premier science and technology institution, set up in 1767, it is mandated for producing, maintaining and disseminating topographic map database of the whole country, which is the foundation of all spatial data. SOI takes a leadership role in liberalizing access and make available the National Topographic Database (NTDB), including National Digital Elevation Model, National Topographic Template, Administrative Boundaries and Toponymy (place names). 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.

The above organizations are hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

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AGI and SOI [Parties] desire to enter into a Memorandum of Understanding to collaborate in skill-building for geospatial technologies and applications, through training and certification of professionals. The broad terms of this MoU are as under:

1. Purpose of the MoU

Parties realize that there is a shortage of skilled manpower in the geospatial sector, which adversely impacts implementation of various government programs. While the parties are working with the Ministry of Skill Development to establish a 'Geospatial Skill Council' under national skill-development program, to address the immediate requirements for certain mission-critical projects, the parties would like to enter into this MoU so that the activities for skill-building can start immediately.

Parties agree that the MoU will provide opportunity to trainees getting exposed to the latest Tools/ Equipment / Software prevalent in industry, which will bridge the disconnect between current learning outcomes and industry requirements.

AGI or its member companies and SOI would also strive to jointly identify the training requirements, deliver those trainings and issue certificates to trained professionals. This will help in improving the employability of the professionals trained under this program and deliver trained human who can work on various government programs on an immediate basis.

2. Roles and Responsibilities of the Parties

A. Under this MOU, AGI and SOI will:

- i. Form a joint team consisting of representatives of parties for various activities to be carried out under this MOU.
- ii. Carry out a preliminary need assessment for the various training requirements in areas of interest on a case to case basis.
- iii. Carry out curriculum design development of courses as per the requirements and geospatial industry standards, after mutual consultation
- iv. Promote and advertise the programmes.
- v. Ensure outreach and communications of the training programs.
- vi. Issue co-signed certificates to trainees upon successful completion of the training.

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B. Under this MOU, AGI and its member companies will:

- i. Empanel with NIGST a yearly list of qualified and experienced experts in various domains, who would be willing to offer their services for training/knowledge transfer, free of cost OR at government admissible rates.
- ii. Share/lend the experience, expertise, and best practices to SOI in pursuit of professional-level training and certification.
- iii. Provide suggestions for continuously updating content of certification courses to meet the changing needs of the programs and geospatial workforce educational requirements
- iv. Provide academic licenses as well as evaluation copies of various software of AGI member companies to NIGST, the training institute of SOI.
- v. May consider NIGST and other specialized Directorate of SOI like: GIS&RS, NGDC, G&RB, GISTC and Research & Development Directorate (A new Directorate proposed to be raised under Restructuring Program of SOI) for undertaking innovative PoC's with participation of Industry, Trainees and concerned divisions from SOI.
- vi. Earnestly contribute to the Capacity Building initiatives of SOI by way of invitation to offline/online webinars/workshops/demo held from time to time.
- vii. Leverage its representation in the Indian geospatial industry to enable access to bulletins/newsletters/manuals/ learning material/ rich online content of AGI member companies wherever possible.
- viii. Arrange to provide access to virtual labs, free/subsidized virtual training to facilitate/supplement the learnings of the course participants.
- ix. Strive to facilitate placement through its industry connections.
- x. May offer suggestions to SOI about Standards for creation/ evolution of Geo Spatial Data, through not binding on SOI to accept the same or otherwise.

C. Under this MOU, the SOI will:

- i. Establish necessary training/education/certification infrastructure based on the prescribed norms.
- ii. Get accreditation/facilitation status of the certification centres based on the prescribed norms.
- iii. Carry out necessary government affiliation/accreditation of the certificates on the prescribed norms.

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3. Representations and Warranties

Each Party represents and warrants to the other that:

- (i) It has due authority to enter into and perform this MOU
- (ii) Its performance of this MOU will not conflict with any other agreement to which it is a party
- (iii) Its performance of this MOU will not conflict with its Intellectual Property Rights (IPR) policy, or with any other policy or obligation binding upon it that relates to IPR matters
- (iv) Nothing in this MoU is intended or deemed to confer any rights or benefits upon any person or entity other than the Parties hereto or render any such person or entity, a third-party beneficiary of this MoU.

4. Liaison

Each Party will appoint and maintain representatives to act as liaison with the other Party. Parties will inform the names, designations and contact details of their representatives to the other parties, through email.

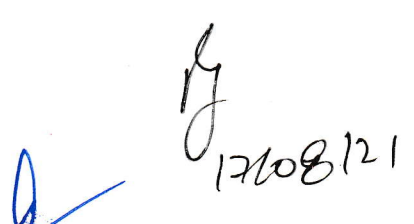
5. IPR and Confidentiality Policies

Each Party agrees:

- (i) To respect and abide by the IPR and confidentiality policies of the other Party
- (ii) In the event that the Parties engage in any activities jointly to create any work product, that work product shall be jointly owned, without obligation or accounting one to the other, and no license rights are granted by either Party to the other solely by reason of entering into this MOU
- (iii) Each Party will treat all materials supplied to it by the other Party that have been designated in writing as being confidential, in a manner consistent with such designation.

6. Term and Termination

- (i) This MOU shall commence on the Effective Date and be valid for a period of five years from that date. The parties may mutually agree to extend the term of this agreement, if required.

Handwritten signature and date: 12/08/21

- (ii) This MOU may be terminated at any time without cause by either Party by giving not less than 30 days' notice to the other Party of its desire to terminate.
- (iii) All rights and obligations under this MOU will cease upon termination.

7. Notices

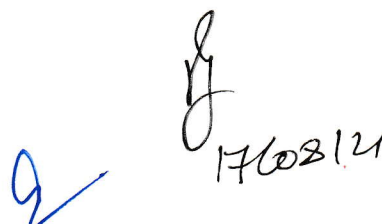
All notices sent by a Party under this MOU shall be sent by email to the address of the other Party's liaison, and shall be deemed to be effective when sent. Each Party shall keep the other party informed of the current email address for its liaison at all times.

8. Funding and Costs

- (i) Each Party has to bear its own costs and expenses with respect to its activities under this MOU and neither Party shall have the authority to act on behalf of or to obligate the other Party (financially or otherwise) without such Party's prior written consent.
- (ii) SOI, AGI and its member companies can enter into separate definitive commercial agreements as required to facilitate the delivery of training and certification programs. In some cases, SOI may bring other government departments, Ministries, Institutions, non-AGI companies to enter into further bipartite or multi-party MOUs or definitive commercial agreements for the delivery of training and certification.

9. Public Statements

Neither Party will make any public statements regarding the details of the activities being (or to be) performed under this MoU without the approval and consent of the other Parties. Parties, however, can publicly acknowledge the existence and purpose of this MoU.

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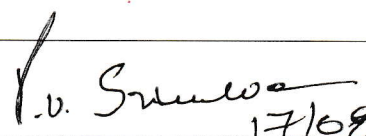
10. Miscellaneous

All notices, consents and other communications required or which may be given under this MOU shall be deemed to have been duly given three-days after being mailed by registered or certified mail, return receipt requested, postage prepaid, or when received by the addressee if sent by facsimile transmission or by a reputed courier express delivery service (receipt requested), in each addressed to a Party at its address set forth below (or to such other address(es) as such Party may hereafter designate as to itself by notice to the other Party hereto):

If to AGI: Association of Geospatial Industries
607, Madhuban Building, 55 Nehru Place,
New Delhi – 110019
Phone:
Fax:
Attn: Mr. Agendra Kumar

If to SOI: Survey of India (SOI)
National Institute for Geo-Informatics Science & Technology,
Uppal, Hyderabad, Telangana – 500 039
Phone: 040 - 27201507
Fax: 040 - 27200286
Attn: Shri P.V. Srinivas, Addl. S.G.

In witness whereof, the Parties have caused their authorized representatives to execute this MOU as of the date first written above.

Association of Geospatial Industries	Survey of India
Date:	Date:
Signature: 	Signature:  17/08/21.
Name: Agendra Kumar	Name: P.V. Srinivas
Title: President	Title: Additional Surveyor General (on behalf of Surveyor General of India)
Address: 607, Madhuban Building, 55 Nehru Place, New Delhi – 110019.	Address: NIGST, Uppal, Hyderabad, Telangana – 500 039.