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Date: 22 NOV 2023, 03:33 PM
Purchased By:
PANKAJ MISHRA DSG ADM
S/o P.D MISHRA
R/o HYDERABAD
For Whom
NIGST SURVEY OF INDIA

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Bhavani
Y BHAVANI
LICENSED STAMP VENDOR
Lic. No. 15-07-025/2013
Ren.No. 15-07-071/2022
12-50/1, Beerappagadda, Uppal,
Medchal-Malkajgiri District,
Telangana State
Ph 9640282453

AGREEMENT
Agreement is made and executed on this 28th November ("Effective date") at New Delhi

BY AND
BETWEEN

The President of India acting through Joint Secretary (Geospatial) & Head, NGP Division, Department of Science & Technology, Technology Bhavan, S J S Marg, New Delhi-110016 (hereinafter referred to as 'NGP-DST' which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in the office and assignees) as the **FIRST PARTY**

AND

The National Institute of Geo-informatics Science & Technology (NIGST), Survey of India, a central government institute under Survey of India, Department of Science & Technology located at Sol office Complex, Uppal, Hyderabad-500039 acting through the Additional Surveyor General or Head, NIGST (hereinafter referred to as 'NIGST' which expression shall where the context so admits include its successors in interest and permitted assigns) as **SECOND PARTY**.

AND

IIT Tirupati Navishkär I-Hub Foundation, a Section-8 Company Registered under Companies Act 2013 with (CIN U73200WB2021NPL243912) located at IIT-Tirupati, Yerpedu, Tirupati, Andhra Pradesh-517619. Companies Act 2013 with (CIN U73200WB2021NPL243912) represented by Project Director (hereinafter referred to as 'IITTNiF', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, designates, and permitted assigns) as **THIRD PARTY**.

[Handwritten signatures in blue ink]

“NGP-DST”, “NIGST” and “IITNiF” shall be collectively referred to as “PARTIES” and individually as “PARTY”.

WHEREAS, NIGST has proposed to collaborate with IITNiF to establish a Centre of excellence to foster the Geospatial Innovation & Research in the country under National Mission on interdisciplinary Cyber-Physical Systems(NM-ICPS) at Sol office complex, Gandipet, Hyderabad-500075.

AND WHEREAS, DST and IITNiF, Tirupati has approved the NGP-DST and NIGST proposal to establish a Centre of excellence for Geospatial Innovation & Research at Gandipet, Hyderabad in collaboration with IITNiF. Accordingly, the IITNiF agreed to support the Geospatial Innovation & Research centre activities at NIGST.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree and understand the responsibilities and obligations of the Parties in the Agreement including terms and conditions, intellectual property rights, monitoring mechanism etc.

2. BACKGROUND

Geospatial Technologies will contribute to India’s vision to become a 5 trillion-dollar economy by 2025. The National Geospatial Policy 2022, released by the Department of Science & Technology (DST) in December 2022, aims to position India as a global leader in Geospatial technology by enabling and supporting innovation, idea creation, and start-ups in the Geospatial sector. The use of geospatial technology is tremendously growing in almost every domain, viz. agriculture, urban, healthcare, disaster management, climate change, forestry, logistics, climate change studies, defense, resource management, etc.— leading to making it one of the most critical factors to rigorously research & innovate in. The possible uses of Geospatial technology are many. However, the awareness and evolution of the technology need a boost in the current ecosystem.

To gain better insights into the current ecosystem, DST initiated several stakeholder consultations with the diversity of people in the industry to comprehensively understand their views on technology, existing challenges, incubation ecosystem, and possible opportunities. A market survey was also carried out with Startups and MSMEs to understand various challenges faced and identify areas of support required from the government to address their needs. A brainstorming workshop (Manthan) was also organized to discuss the framework, objectives, identify the gaps, potential technology areas, collaboration mechanisms, functional model etc for realizing a vibrant and sustainable Geospatial innovation ecosystem in the country. All stakeholders and experts agreed for establishing a Geospatial Innovation & Research Centre to cater for the emerging technology solution requirements of the Geospatial domain in the country.

3. SCOPE OF THE WORK

3.1 The NGP-DST aims to create a Geospatial Innovation & Research Centre of Excellence (CoE) to cater for the emerging technology solution requirements of the Geospatial domain in the country. The centre would support and encourage innovative geospatial technology-based start-ups, industries, Public Sector Undertakings (PSUs) that have an application and/or direct/indirect impact in the core sectors of the economy. Centre will work in synergy with existing technology innovation hubs or experts/institutions actively working in the innovation activities in country leveraging each other's strengths and the power

of collaboration to produce synergistic outcomes. This would ensure that there is a dynamic functional model where technologies being focused are driven by market demands.

Centre will undertake following activities:

a. **Technology Development:**

Centre will follow a technology life cycle approach for technology development addressing all stages viz. Knowledge-Development-Translation-Commercialization.

b. **Capacity Development:**

Short Term training programs in advance technology areas to build the capacity and capability at various levels across the sectors.

c. **Innovation, Entrepreneurship and Start-up Ecosystem:**

- To enhance competencies, capacity building and training to nurture innovation and Start-up ecosystem.
- The centre would facilitate the activities related to incubation of start-ups with necessary guidance, mentorship, tech support, infrastructure, access to investors, VCs connect, networking, and facilitating a host of other resources that may be required for the start-up to survive and scale.

d. **Collaborations (National/International):**

- Government and industry/ industry associations to be encouraged to participate in joint collaborative mechanisms managed and monitored by the centre. Value addition and service provision shall be the driving force. The existing and successful models and best practices shall be adopted in each Hub.
- To establish and strengthen the international collaborative research for cross-fertilization of ideas.
- Develop International collaborators, study global best practices for developing the process standardization, understand the technology adoption challenges, promote use of geospatial standards in all developments etc.

3.2 The hub will be responsible for delivery, on a best effort basis of the deliverables as mentioned below:

SHORT TERM:

- Technology Development: Various IP, licensing & patents to be created by the hub
- Technology products and impactful solutions to be created
- Capacity Development: Various capacity development workshops, training, or seminars to be conducted
- Knowledge Sharing: Knowledge Sharing initiatives to be undertaken by the hub

LONG TERM:

- Entrepreneurship Development: Facilitate support to Startups & spin-off companies, arranging grand challenges, competitions & hackathons
- Creation of a dedicated Innovation Accelerator to boost innovation and solutions
- Job Creation by supporting growing companies
- National & International Collaborations: The hub needs to identify, & collaborate with national & international organizations, bodies, companies etc. to become knowledge & data partner, support various initiatives by the hub and help in creation of a platform for networking.

4. CENTRE OF EXCELLENCE (CoE) MANDATE & FRAMEWORK

- a. CoE would be a team mandated to focus on the domain area of research. It may bring together faculty/researchers/technologists from various disciplines, multiple institutes and provide shared facilities.

- b. CoE team would be headed by a Director level officer from NIGST, Sol who has techno-management experience and vision to drive the CoE to foster innovation and research.
- c. CoE team members would be professionals & experts from industry with experience in Innovation, Start-ups, Business development, Finance & Accounting, Market Research, Geospatial Technology Ecosystem engaged from the industry.
- d. CoE shall have overall responsibility in achieving set objectives, set targets, sustainability plan and overall success.
- e. CoE will build linkages & collaborate with other research facilities, innovation hubs to create symbiotic relationship and world class products development for delivering integrated products, technology and services.
- f. CoE will emphasize on development of infrastructure tools for direct application of basic and applied research leading to Technology Development, including development of new areas of Geospatial applications/ platforms.
- g. CoE will collaborate with other institutions, industry bodies, industry partners, other government bodies etc to foster innovation and research in geospatial domain.
- h. CoE will collaborate with other institutions, industry bodies, industry partners, other government bodies etc to undertake need assessment for technology, solutions, skilling etc and carry out the market outreach on regular basis in geospatial domain.
- i. CoE will be responsible for delivering commercial technology, and taking ideas / concepts or prototypes and turning them into marketable products by way of proactive coordination, communication and interfacing for technology transfer to the industry. These would work closely with Startup ecosystem, Corporate, Governments and Regulatory bodies.
- j. CoE will connect with all institutes / groups / individuals who have expertise in Geospatial domain. It will also connect to a global network of leading labs and institutes and researchers that can enable close research collaborations.
- k. CoE will be the nodal centre spearheading the activities in Geospatial domain. With leading-edge knowledge, competency and facilities, the CoE to attract talented individuals and harness expertise available nationwide, thus fostering research innovation, world class technology and product development.
- l. CoE to work in close collaboration with industry to deliver commercial technology and products and build a vibrant innovation ecosystem by providing a reliable platform for technology-based start-ups and entrepreneurs.
- m. CoE to connect with existing TBI, for development and translation of technologies into start-ups and Spin-off companies.
- n. CoE will actively involve itself in the Standards development activities in geospatial. Participation, contribution, ratification of standards and collaboration with National or international standards development Organizations, Agencies, Bodies etc will be a core activity of the CoE.
- o. CoE will follow and explore the Public Private Model (PPP) and Revenue Model prescribed in the NMICPS mission for emerging & cutting edge technology areas attracting private capital with a focus on creating a self-sustaining model.
- p. CoE will act as a facilitator to take research to commercial domain i.e. CoE to be positioned and utilized as a research translation platform of NIGST and IITTNiF.
- q. Provide up to date data, information to the NIGST, DST and IITTNiF for answering Parliament Questions, RTI, Public Grievances or other government requirements from time to time.

5. MANAGEMENT, PERFORMANCE EVALUATION & MONITORING: The following are the empowered bodies for evaluation, monitoring and quantification of performance of CoE activities:





a. **Principal Advisory Committee (PAC):**

- i. The PAC will be the Apex committee to provide the guidelines for implementation and operating the CoE, including decisions on all activities.
- ii. The PAC will approve the activities proposed to be undertaken by CoE and review their performance ensuring better outcomes of the research activities towards development of collaborative solutions.
- iii. PAC will also set overall directions, goals, vision and targets for CoE.
- iv. PAC will approve the engagement of hired professionals as per industry standards for CoE management,
- v. PAC will approve the collaboration or partnership for technology development projects, capacity development activities, innovation incubation with start-ups by CoE with industry/ academia/ R&D institutions/ existing TBIs as per domain or stakeholder requirements through open call and with due scientific diligence and processes. A generic structure of PAC is as given below:

Head, NIGST	:	Chairman
DST representatives (not less than 1)	:	Members
IITNiF representatives (not less than 1)	:	Members
Academic representatives (not less than 2)	:	Members
Industry / Start-Up Representatives (not less than 2)	:	Members
Rep of NMICPS Mission, Mission Office, DST	:	Member
Director/Project Director, CoE	:	Member-Secretary

- b. **Monitoring & Evaluation Committee (MEC):** MEC will be a technical committee jointly chaired by NIGST and IITNiF with members from DST, academia and Industry. MEC will be responsible for scrutiny, evaluation and monitoring of CoE technical activities including technology development, Capacity building, innovation, acceleration proposals and their implementation.

- c. **CoE Management:** CoE management team generic structure will be as under:

Director/ Project Director	:	Director level officer from NIGST, Sol
Project Manager/ Program Lead	:	Experienced professional from Industry
Innovation & Acceleration Expert	:	Experienced professional from Industry
Marketing & Outreach Manager	:	Experienced professional from Industry
Finance & Accounts officer	:	Experienced professional from Industry

6. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

Broad roles and responsibilities of the three Parties to this agreement are as under:

A. OBLIGATIONS AND RESPONSIBILITIES OF NGP-DST:

- i. To support the CoE activities under NMICPS mission with appropriate representation in the PAC and MEC.
- ii. To facilitate requisite support and coordination with other divisions and missions in the DST relevant for the CoE objectives and activities with representation, participation and guidance at various levels on regular basis.
- iii. To facilitate support in connecting with various line ministries/departments. Govt. Agencies etc. for various initiatives & support required.

B. OBLIGATIONS AND RESPONSIBILITY OF NIGST:

- i. NIGST to constitute and notify PAC and appoint Director, CoE from NIGST faculty with Roles, Responsibilities.

- ii. NIGST will have full autonomy in devising their internal processes and procedures for achieving the targets/deliverables subject to the general directions of PAC.
- iii. Provide minimum **20,000** sq.ft. covered space at a single location, infrastructure, requisite MEP services for use and routine maintenance & upkeep of the premises.
- iv. The CoE to be managed by a CoE management team headed by Director level officer & faculty from NIGST with desired domain and management expertise and other core team/supporting staff for its successful operations within three months from the date of signing of this Agreement. The Project Director will act as an interface between CoE and NIGST.
- v. To support the CoE activities with appropriate representation in the PAC and MEC. To facilitate requisite support and coordination with other divisions and projects in the Sol relevant for the CoE objectives and activities with representation, participation, mentoring and guidance at various levels on regular basis.
- vi. To encourage/allow its faculty/researchers to bid projects in CoE. Student mentorship, guidance and supervision etc. are to be encouraged.
- vii. Make available, provide access and facilitate some of R&D infrastructure available with NIGST to CoE, vice-versa has also been encouraged.
- viii. Encourage and incentivize faculty to work with CoE in translating their research concepts, co-develop PoC, prototypes and associate with CoE till it reaches higher TRLs. IP, monetization and patent facilitation through CoE is to be encouraged.

C. OBLIGATIONS AND RESPONSIBILITY OF IITNIF:

- i. To support the CoE activities, projects, proposals, appropriate representation, participation, and guidance at various levels in the PAC and MEC.
- ii. To establish the conducive infrastructure and necessary mentoring to the on boarded start-ups for performing seamlessly such as provisioning of co-working space, lab & infrastructure, workshop facilities, utilities, support services, pre-incubation services, networking, mentoring, financing through VC/Angel etc. CoE shall have overall responsibility in achieving set objectives, set targets, sustainability plan and overall success.
- iii. Hub to provide scientific literature/ information on NM-ICPS to academicians, students, and scientists for awareness generation. For the above purposes of education and awareness generation, a series of conferences, workshops, brainstorming sessions, and an online platform and web Portal.

7. VALIDITY

This Agreement shall be deemed to have come into force from the date of signing of the Agreement and will remain valid for three (3) years.

8. ASSIGNMENT

Neither this MoU, nor any rights hereunder in whole or in part, shall be assignable or otherwise transferable by either Party without the express written consent of the other.

9. NON-BINDING EFFECT

This MoU is only intended to set out the broad terms of understanding on a preliminary basis between the Parties, in relation to their proposed collaboration for Startup Incubation and support program. This MoU does not create binding obligations between the Parties. However, for the purpose of effectuating

this MoU and to give legal and binding effect the Parties may enter into and execute the detailed contracts detailing the responsibilities, rights, obligations, representations, warranties, undertakings, and consideration/ fees/ compensation.

10. TERMINATION OF THE AGREEMENT

All parties may jointly decide for the termination of the agreement including but not limited to following:

- a. The proposals funded under the Mission are not being executed properly with failure to achieve the envisaged targets and objectives.
- b. The funds released are not properly utilized for intended purpose/activities.
- c. Breach of Terms & Conditions of provision of this Agreement.

In the event of such eventuality, the NIGST and CoE shall return all balance unused funds to IITNiF.

11. AMENDMENTS

No amendments in this Agreement shall be effective unless it is in writing and signed by duly Authorized representatives of the Parties. The Agreement may be extended/modified/amended as may be required with mutual written consent of the Parties.

12. RESIDUARY MATTERS

Any matter not covered specifically in the Agreement may be settled by mutual agreement and with the approval of MGB.

13. REPRESENTATION AND WARRANTIES

For the purposes of this Agreement, the Parties make the following representations and warranties:

- a. The Parties holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the laws prevalent from time to time, for the performance and delivery of the Services under this Agreement. The Parties shall ensure that all such permissions, authorizations, approvals and consents, licenses and registrations, where required to be renewed, shall be kept valid and subsisting throughout the period of the Agreement.
- b. All information or data furnished by the other Party or obtained either Party or developed under this Agreement shall be treated as Confidential and protected by the respective Parties to prevent disclosure to any persons other than those authorized by the other Party.
- c. The Parties possesses the necessary expertise, know-how, technology, resources, and infrastructure along with enabling rights and will continue to possess all the Intellectual Property Rights (IPR) over its background Intellectual Property (IP), to enable the Parties to pursue the transactions contemplated under this Agreement.

14. INTELLECTUAL PROPERTY

- a. No rights in or license to any intellectual property rights (including without limitation any patents, designs, know-how, trademarks, or copyrights) of either party are granted, transferred, or implied by this MoU.
- b. Neither party shall use the other party's trademarks, logos, or corporate marks without the owning party's prior written consent.
- c. No license under any trademark, patent or copyright, or application for the same which are now or thereafter may be obtained is hereby either granted or implied under this MoU.

15. CONFIDENTIAL INFORMATION

- a) Confidential Information means any information, technical data, or knowhow, including, but not limited to, that which relates to the Technology, product or service plans, know how, intellectual property, agreement terms, products, services, employees, suppliers, customers, technology, markets, software, know-how, developments, inventions, processes, designs, drawings, models, frameworks, systems, integrations, engineering, hardware configuration information, marketing, finances, notes, analyses or studies and all tangible and intangible embodiments thereof of any kind whatsoever concerning the Parties, whether or not labeled as "Confidential Information" and disclosed by the disclosing Party in connection with this Agreement to the recipient, irrespective of the medium in which such information or data is embedded. Confidential Information shall be deemed to include any notes, analyses, compilations, studies, interpretations, memoranda, other documents (regardless of the form thereof), Technology or other derivatives made or derived there from by the receiving Party or its representatives which contain, reflect or are based upon, in whole or in part, any information furnished to the receiving Party or its representative pursuant hereto.
- b) All Confidential Information disclosed pursuant to this Agreement, shall be used exclusively for the purpose of this Agreement, and the receiving Party shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole purpose of this proposal and for no other purpose, unless otherwise expressly agreed to in writing by the disclosing Party; shall not be distributed, disclosed, or disseminated in any way or form by the Receiving Party to anyone except its own employees, who have a reasonable need to know the Confidential Information and who are bound to confidentiality by their employment agreements or otherwise with the Receiving Party; shall be treated by the Receiving Party with the same degree of care to avoid disclosure to any other party as is used with respect to the Receiving Party's own information of like importance which is to be kept confidential; shall remain the property of the disclosing Party; shall not be disclosed to any other Party by the Receiving Party without the prior written approval of the disclosing Party; shall not attempt to (1) reverse engineer (e.g., decompile, disassemble, reverse translate) any Confidential Information provided by or on behalf of the disclosing party, (2) discover the source code of or trade secrets in any such Confidential Information, or (3) circumvent any technological measure that controls access to such Confidential Information in any manner whatsoever.
- c) Confidential Information does not include information which (i) is already in receiving Party's possession at the time of disclosure; (ii) before or after it has been disclosed to receiving Party, becomes part of the public knowledge or literature, not as a result of any action or inaction of receiving Party; (iii) is approved for release by written authorization of the disclosing Party; (iv) is disclosed to receiving Party by a third Party not in violation of any obligation of confidentiality and without any confidentiality obligation; (v) is independently developed by receiving Party without reference to or use of Confidential Information; or (vi) is required to be disclosed by a valid order by a court or other governmental body or applicable law.
- d) The disclosing party is disclosing the Confidential Information on as is" basis without any warranty or representation of any nature whatsoever. The disclosing party shall therefore not be liable to the Receiving Party for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any

defect in or use of any Information by the Receiving Party, even if the Receiving Party has been advised of the possibility of such damages or losses.

- e) Following the completion or termination of Agreement, the Receiving Party promptly shall return to the disclosing party, or destroy, all Confidential Information of the disclosing party provided under or in connection with this Agreement, including all copies, portions and summaries thereof, except as provided under this Agreement.
- f) The obligation to maintain confidentiality will survive for 3 years from expiration/termination of the Agreement.
- g) If the receiving Party commits a breach of, or threatens to commit a breach of, any of the terms of conditions of this Agreement, the disclosing Party shall have the right to seek and obtain all judicial reliefs (including but not limited to injunctive reliefs, specific monetary damages, interest and attorneys' fees and expenses) as may be ordered or awarded by a court of competent jurisdiction.
- h) The provisions and obligations relating to Confidentiality under this Agreement shall survive the expiry or early termination of this Agreement.

16. CONFIDENTIALITY

All parties undertakes on its behalf and on behalf of its sub-contractors / employees to maintain strict confidentiality of the project including, but without limitation to, the R&D work and know-how generated and prevent disclosure thereof, for any purpose, other than in accordance with this Agreement. All Parties will also ensure confidentiality as required for the project except the disclosure is warranted by operation of law.

17. USE OF NAMES AND TRADE MARKS

The Parties agree that they will not use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this Agreement or any product or service resulting from this Agreement, without prior written approval of the other Parties.

18. PUBLICATION

All research results, which emerge from a CoE funded project, will be published or shared only with CoE's explicit consent, with a timeout clause. In case CoE determines that IP protection is warranted for the research results, it will help with the entire process of IP protection, including paying for it. All other aspects of the publication policy of the CoE will be in concurrence in to with the IP policy of the CoE.

19. TERM

The effective date of commencement of this Agreement is 28th day of November, 2023 ("Effective Date") and shall continue until a period of 3 years.

20. NO ASSIGNMENT

It is understood by the Parties herein this Agreement is based on the professional competence and expertise of each Party and hence any Party shall transfer or assign the Technology or this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any other Party without the prior written consent of the other.

21. DISPUTE RESOLUTION

Any disagreement/ difference of opinion/ dispute between the Parties regarding the interpretation of the provisions of this Agreement or otherwise arising from this Agreement and the activities undertaken under this Agreement shall be resolved by mutual consultation by the Parties under the leadership of the Chairman, PAC or his nominee. For any dispute unresolved for a period not exceeding thirty (30) days, reference shall be made under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification / re-enactment thereof and rules made there under. The place/venue/seat of arbitration shall be New Delhi and the proceedings shall be conducted in English or Hindi language. The award of the arbitrator shall be binding on all Parties.

22. LIABILITY

In no event shall either party be liable for any damages arising from or related to this MoU, whether direct, indirect, incidental, special, or consequential damages, lost profits or lost data or other damages even if the party has been informed of the possibility thereof. Nothing in this MoU shall limit either Party's liability to the other for death or bodily injury caused by negligence or liability in the tort of deceit.

23. FORCE MAJEURE

No Parties shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to exigency of one or more of the force majeure events such as, but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc., provided on the occurrence and in cessation of any such event, the Party effected thereby shall give a notice in writing to the other Party immediately, after but not later than one month of such occurrence and cessation. The period between the occurrence and cessation of such event will be excluded while calculating the period during which the Party has to perform his obligations under this Agreement. If the force majeure conditions continue beyond six months, the Parties may mutually decide about the future course of action.

24. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the Laws of India and the Parties submit to the exclusive jurisdiction of the Courts of Delhi/India.

25. NOTICES

All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to or made upon the respective Parties as follows:

If to Host institute:

**Additional Surveyor General & Head,
National Institute of Geo-informatics Science and Technology,
Uppal, Hubsiguda Road, Hyderabad - 500039, India**

If to CoE:

**Project Director,
Centre of Excellence for Geospatial Research & Innovation,
Gandipet, Hyderabad, India**

If to IITTNiF:

**Project Director,
IIT Tirupati Navavishkar I-Hub Foundation,
Central Instrumentation Facility (CIF),
Indian Institute of Technology Tirupati,
Yerpedu – Venkatagiri Road, Yerpedu Post,
Tirupati District, Andhra Pradesh – 517619**

26. SEVERABILITY

In the event that any terms, conditions or provisions of this Agreement is held to be in violation of any applicable law, statute or regulation the same shall be deemed to be severable from the other provisions of this Agreement and this Agreement shall be construed as if such term, condition or provision had not been contained in this Agreement.

27. MODIFICATION

No term of this Agreement will be changed or modified unless the Parties mutually agree to such change or modification in writing.

28. ENTIRE MoU

This MoU sets forth the entire agreement and supersedes all prior or contemporaneous agreements and representations, written or oral, of the Parties with respect to the transactions set forth herein, all of which are excluded, except for fraudulent misrepresentations. The Parties acknowledge that as of the date hereof, no binding commitments exist between the Parties with respect to the subject matter of this MoU except as may be provided herein.

29. WAIVER

Any Party to this Agreement may (a) extend the time for performance of any of the obligations or other acts of any other Party, (b) waive any inaccuracies in the representations and warranties of the Parties contained herein or in any document delivered by the Parties pursuant hereto or (c) waive compliance with any of the terms or conditions of the Parties contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of the Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

30. NON-EXCLUSIVITY

Unless otherwise agreed between the parties, the relationship of the Parties under this Agreement shall be nonexclusive and Parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.

31. AUTHORITY







Each signatory to this Agreement represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this Agreement to execute the same in a manner binding upon said Party and that all corporate approvals and procedures necessary for vesting such authority in him/her have been duly complied with.

32. SURVIVAL

The other clauses of this Agreement, which by their very nature ought to survive termination / expiration of this Agreement, shall so survive.

33. SEAL OF PARTIES

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DAY, MONTH AND YEAR RESPECTIVELY SHOWN AGAINST THEIR SIGNATURES:

<p>1</p> <p>For and on behalf of the President of India represented by NGP, DST, New Delhi</p> <p>Signature:  Name: SUNIL KUMAR</p> <p>Designation: JS (Geospatial) Date: 28.11.23</p>	<p>2</p> <p>For and on behalf of NIGST, Sol, Hyderabad</p> <p>Signature:  Name: S.K. SINHA</p> <p>Designation: Addl SG Date: 28.11.23</p>	<p>3</p> <p>For and on behalf of IIT, Tirupati Hub or IITTNiF, Tirupati</p> <p>Signature:  Name: ROSHAN SRIVASTAVA</p> <p>Designation: Project Director Date: 28.11.23</p>
<p>IN THE PRESENCE OF</p>		
<p>WITNESS</p>		
<p>Signature:  Name: DR SHUBHA PANDEY</p> <p>Designation: SC-E (NGP,DST) Date: 28.11.23</p>	<p>Signature:  Name: PANKAJ MISHRA</p> <p>Designation: Dy SG Date: 28.11.23</p>	<p>Signature:  Name: S. K. PANI</p> <p>Designation: DS, SMP Date: 28.11.23</p>