

MEMORANDUM OF UNDERSTANDING



**ANDHRA PRADESH POLICE &
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI**

MEMORANDUM OF UNDERSTANDING

This Agreement made and entered into on this .FOURTH day of JANUARY, 2021 between Andhra Pradesh Police Department (hereinafter called AP Police) and Indian Institute of Science Education and Research Tirupati (hereinafter called "IISER Tirupati")

1. BACKGROUND

The IISER Tirupati (www.iisertirupati.ac.in) established in 2015 as an Institution of National Importance by an Act of Parliament, is one of the seven IISERs set up under the Ministry of Education, Govt. of India, involved in multidisciplinary, cutting-edge research in several emerging areas. The primary goal of setting up IISER Tirupati is to provide quality education in basic sciences by integrating undergraduate teaching with high-quality academic research across disciplines.

2. PURPOSE

To enter into a mutually beneficial collaboration by leveraging scientific research to design smart solutions for policing challenges in rendering safety and security measures. The MoU provides a formal basis for initiating interactions between AP Police and IISER Tirupati to assist AP Police in being future ready with advanced technologies and to promote research capabilities in IISER Tirupati into futuristic technologies

3. PROPOSED AREAS OF COLLABORATION

AP Police and IISER Tirupati propose to collaborate in the following domains

- a. Promote Research in the fields of Forensic Science, Data Science for application in Policing
- b. Cooperation and knowledge sharing in the fields of geographical and temporal analysis of crime and public order, prediction of periodic crime trends, scientific evidence collection for investigation etc.
- c. Training and development/sensitization through augmented reality for capacity building of Police Personnel in Disaster Management, Law and Order scenarios etc.

4. ESTABLISHING CENTRE OF EXCELLENCE

Establishing a Centre of Excellence in Forensics Science, which shall act as a knowledge hub for disseminating and deploying technological advancements to support the Police department. The expenditure for setting up and operating the Centre of Excellence would be as decided jointly by both the parties through separate MoA within the overall scope of the MoU due to financial implications.

5. PROPOSED ACTIVITIES

The Centre of Excellence would take up various activities such as:

- a. Carrying out R&D projects, in areas of mutual interest.
- b. Providing internship programs to selected students and research scholars of IISER Tirupati in collaboration with other institutions, in different domains as agreed upon by both the parties.
- c. Capacity building of different cadres of Police personnel in new technologies through customized training programmes including at AP Police Academy and Police Training Colleges.
- d. Any other appropriate mode of interaction agreed upon between AP Police and IISER Tirupati.

A Steering Committee (SC) shall be formed with ADGP, ADG L&O, Dean(R&D) and Registrar, IISER Tirupati as members and SC will be responsible for the implementation of various activities covered under the MOU. ADG L&O would act as a convener of the Steering Committee. An Oversight Committee (or Monitoring Committee) consisting of DGP and Director IISER, Tirupati will meet periodically (once in six months) to monitor the progress of the collaborations under the MoU

6. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Programme (hereinafter referred to as "Research Programme") will be subject to a separate Research Agreement entered into by the Parties using Principal Investigators and Co-investigators from both the institutions. Any degree or diploma or certification from the IISER side will need the explicit approval of the Senate of IISER Tirupati as per the Statutes of IISER Tirupati.

7. INTELLECTUAL PROPERTY

Unless otherwise agreed in any subsequent agreement, (a) Each party to this MOU shall own the intellectual property (IP) conceived or first reduced to practice solely by its employees or agents in furtherance of projects or activities contemplated by this MOU, and (b) IP conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned by both parties, and the parties shall enter into a joint administration agreement to manage protection and commercialization of such joint intellectual property.

8. NON-EXCLUSIVITY AND PUBLICATIONS

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. Joint publications should be encouraged, but the results of a project may be publishable and the persons performing the project shall be permitted to present at symposia and professional meetings and to publish in journals, reports, theses or dissertations, or otherwise of their own choosing, methods and results of a project. In order that each party may (i) assess the patentability of any invention described in the material and (ii) review the material for confidential information, each party agrees to furnish the other with a copy of any proposed publication or presentation at least thirty (30) days prior to submission of such proposed publication or presentation to a journal, editor, or other third party.

If either party decides that a patent application should be filed, the publication or presentation shall be delayed an additional thirty (30) days or until a patent application is filed, whichever is sooner. Confidential information shall not be shared with any other party without the prior written consent of both parties to this MoU.

9. FORCE MAJEURE

Both parties shall not be held responsible for non-fulfillment of their obligations under this MOU due to the 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. of the requesting party shall be deleted from any such presentation or publication.

ARBITRATION:

In case of any controversy, claim or dispute arising from or relating to this MoU , or the breach thereof, or any other matter touching rights, duties and liabilities of the both parties, DGP and Director of IISER Tirupati shall meet and exert their best efforts to find an amicable settlement. Failing settlement within a period of 30 days from the date of meeting, the matter will be finally settled by an arbitration council consisting of both heads of the institutions and a third party acceptable to both.

11. TERMS OF RENEWAL AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 180 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement or the ongoing R&D activities.

12. ASSIGNMENT


It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of IISER Tirupati

Name: 
Title: Registrar/Director
Date: 4/1/2021

On Behalf of Andhra Pradesh Police Department

Name: 
Title: Director General of Police (DGP)
Date: 4/1/2021