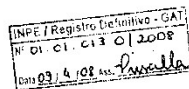


12



## Memorandum of Understanding

Between

The Shivaji University, India

And

The National Institute for Space Research, Brazil

Ол

## Cooperation in Space Sciences

And

other Areas of Mutual Interest



The National Institute for Space Research – INPE, reported to Ministry of Science and Technology, from the FEDERATIVE REPUBLIC OF BRAZIL, located at Avenida dos Astronautas, 1758, Jardim da Granja, São José dos Campos, SP, in this act represented by its Director, Dr. Gilberto Câmara;

The Shivaji University - SU, established under State Act, affiliated to the Ministry of Human Resource Development, from the REPUBLIC OF INDIA and Higher and Technical Education Ministry from Government of Maharashtra, located at Vidyanagar, Kolhapur- 416 004, Maharashtra, Índia, in this act represented by its vice-chancellor Prof. M. Salunkhe.

Decide to confirm this Memorandum of Understanding which is drawn up and agreed upon to establish the cooperation between the INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS, hereinafter referred to as INPE, and the SHIVAJI UNIVERSITY, hereinafter referred to as SU.

INPE, a research institute of the Science and Technology Ministry of the Government of the Federative Republic of Brazil, promotes and conducts studies, scientific researches, technological development, and human resources development in the fields of space and atmosphere sciences, space applications, meteorology, and space engineering and technology, as well as in related areas, in accordance with the policies and guidelines set forth by the Science and Technology Ministry.

SU, Kolhapur, a university of the Republic of India inaugurated in 1962 by Dr. Radhakrishnan, the then president of India, is a premier institution of higher education and research in Western India. The University is committed to meet the educational, social, cultural and economic needs of the region and is dedicated to promote and foster a culture of high quality teaching, learning and research.

The two parties recognize human resource development and institutional capacity building as the basis for a mutually cooperation program, hereinafter referred to as the program.

#### ARTICLE 1: OBJECTIVES OF THE PROGRAM

The objectives of the program are to provide higher education opportunities for staff members of SU and INPE, promote institutional linkage INPE and SU, and to explore other avenues for possible collaboration.





#### ARTICLE II: SCOPE OF THE PROGRAM

The program, which is for five years, is established to provide collaborative cooperation through:

1. Collaborative Research Programs in specific fields of interest - INPE and SU will jointly identify specific fields to conduct collaborative research programs of mutual interest and benefit to both the institutions.
2. Student Exchange Programs — Exchange programs for students will be explored and conducted accordingly which will be beneficial mutually for both the parties.
3. Any other form of cooperation that may be agreed upon between INPE and SU.

#### ARTICLE III: PROGRAMS OF INTEREST

SU and INPE have identified areas of mutual interest for potential cooperation pursuant to this MOU, including but not restricted to:

- Space Sciences and Astronomy
- Earth Observation
- Space Technology
- Computer Sciences and Applied Mathematics
- Meteorology and Environmental Sciences
- Ground based Experiments of Relevance of the International Heliophysical Year (2007) and beyond

#### ARTICLE IV: DURATION OF THE PROGRAM

This Memorandum shall enter into force on the date of its signing by both parties and shall take effect for a period of 5(five) years. This MOU may be terminated by decision of the Parties or by either Party providing 180 days written notice to the other Party. In the case of termination of the program, students enrolled before the termination of the MOU would continue and retain their scholarships/privileges (whether the scholarship is awarded by INPE and/or SU). This MOU may be renewed by mutual written consent of both the institutions.





#### ARTICLE V: FUNDING

The Parties are responsible for funding their respective activities under this MOU, unless otherwise agreed in writing by the signatories or their designees. The responsibilities of the Parties under this MOU and any Annexes are subject to the availability of appropriated funds.

#### ARTICLE VI: ENTRY OF PERSONNEL

In accordance with its national laws and regulations, each Party intends to endeavor to facilitate the provision of the appropriate entry and residence documentation for the other Party's personnel who enter, exit, and reside within its territory in order to conduct activities pursuant to this MOU.

#### ARTICLE V: SPECIAL PROVISIONS

1. Both parties shall disseminate on each others programs and activities.
2. Both parties hereto shall do their utmost to ensure the smooth and efficient implementation of the Program
3. Both parties shall exert their best effort to be available for mutual consultation and shall give each other necessary information whenever reasonably requested.
4. Any amendment to this MOU shall be made in writing and mutually agreed upon.
5. All disputes arising in connection with the interpretation or application of this Memorandum of Understanding shall be settled amicably through mutual negotiation.
6. This MOU is a not legally binding contract. Nothing in this MoU creates or will create any partnership or the relationship of principal and agent between the Parties, and neither Party has any authority to enter into any commitment on the other's behalf.
7. The two parties will maintain close contact so as to ensure the smooth implementation of the Program.





MINISTÉRIO DA CIÊNCIA E TECNOLOGIA  
INSTITUTO NACIONAL DE PESQUISAS ESPACIAIS

Ministério da  
Ciência e Tecnologia



5

This Memorandum of Understanding is prepared in two identical and equally valid copies, both in the English language; each party will hold one original duly signed.

For and on behalf of the INPE,  
Brazil

For and on behalf of the SU, India

Dr. Gilberto Câmara  
Director-General

Prof. M. Salunkhe  
Vice Chancellor, Shivaji University,  
Kolhapur

Date:

Date