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**Memorandum of Understanding
Between
Earth Analytics India
and
Faculty of Agricultural Sciences,
SGT University, NCR, Gurugram-122505**

This Memorandum of Understanding ("MOU") is entered into by the Parties on "Capacity building of Remote Sensing Satellite data on Agriculture applications" ("Effective Date") between:

Earth Analytics India ("EAI") Private Limited is a start-up having registered office at Earth Analytics Kagwala House, Kalina, Santa Cruz, Mumbai 400098 and incubated at IIT Kanpur. The start-up has SARmap SA as its co-founder and technical mentor. For SARmap, its engagement in Earth Analytics India is a statement for its continued support for and interest in the Indian remote sensing market.

AND

Faculty of Agriculture Sciences, Shree Guru Gobind Singh Tricentenary (SGT) University, a research and educational institution of national importance. Act No. 8 of 2013 making educational opportunities available to all segments of the society under the parasol of Dashmesh Educational Charitable Trust, which was founded in 1999 with the holy cause of propagating the message of Shree Guru Gobind Singh Ji, the great philosopher and social reformer which says "spread of learning is the best service to mankind". In fact, the seeds for its magnificent growth were sown way back in 2002 with the establishment of the SGT Dental College.

RECITALS

Whereas, EAI seeks to build excellence in applying Remote Sensing expertise to solve India's bigger challenges in urban and rural risk management by advancing state of the art use cases particularly from radar-based remote sensing both in the area of agriculture (the prime use case in 2020 and 2021) as well as making infrastructure more resilient through the monitoring of infrastructure displacements and deformations. EAI brings to these use cases practical and scientific experience from its founding partner SARmap(Switzerland) that has developed SARscape, a leading software solution for radar satellite data analysis.

Whereas, SGT university is one of the premier institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. SGT imparts and undertakes cutting-edge research in various areas of science, engineering, design, management, and Medical. The faculty involved in this MoU on behalf of SGT will receive/disclose Confidential Information on behalf of SGT

from/to EAI to undertake the Programs of this MoU and will also execute the obligations of non-disclosure of Confidential Information received from EAI.

Whereas, EAI and SGT through partnership wish to collaborate to leverage each other's strength for mutual benefit and intend to promote ongoing mutual cooperation in academic, training, research activities in Agriculture Remote Sensing programs.

And Whereas, to this end, EAI and SGT have discussed certain arrangements on the basis of which they wish to establish a framework for the advancement of academic, research collaboration and exchanges in areas of interest and benefit to both the Parties.

NOW THEREFORE THIS MOU WITNESSES AS FOLLOWS:

ARTICLE-1: MUTUAL UNDERSTANDING OF THE PARTIES

Both the Parties mutually have agreed to execute the following general forms of cooperation ("Programmes(s)"):

a) Internships at EAI

As a young company that seeks to advance Remote Sensing capacity in India, EAI is looking to take on interns that are reading degrees at the (Faculty of Agriculture Sciences, SGT) - both during term breaks and after finishing their degrees.

b) Employment opportunities at EAI

EAI would also be interested to hire suitable candidates for full-time positions. Pre-requisite is a robust background in Remote Sensing and Agriculture and open positions.

c) Curriculum

Both EAI and SARmap specialists can contribute with lectures in the course curriculum on remote sensing and Agriculture, subject to further discussion.

d) Joint publications

Once subject matter-specific collaborations have emerged, EAI and SGT may consider to jointly publish its results in academic journals.

e) Communications

Both EAI and SGT will hold meetings at regular intervals to compare their research agendas and highlight joint areas of interest for which any joint collaboration will be worked out.

f) Any other matter/s as agreed above which are not covered above

EAI and SGT may enter into separate agreements on case to case basis for the above- mentioned programs involving terms and conditions, financial arrangements, Intellectual Property Rights,

Project Investigators, timeline and respective responsibilities. Such separate agreements shall become valid as a part of this MOU only after signatures of both the Parties.

ARTICLE-2: FINANCIAL ARRANGEMENTS

Financial arrangement for each Program will be negotiated and sanctioned by both the Parties, through a separate agreement, subject to availability of funds and the approval of the competent authority of EAI and SGT.

ARTICLE-3: INTELLECTUAL PROPERTY RIGHTS

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MOU shall be decided by the Parties through a separate agreement.

ARTICLE-4: The officials who will have the responsibility in coordinating the Program for the Parties are:

For EAI

Sandeep Kaushik
Phone: 91-9654087375
Earth Analytics India Pvt Ltd
Kagwala Hous
Kalina, Santa Cruz
Mumbai 400098
sandeep@earthanalytics.in

For SGT University

Prof. Dr. Ashok Yadav
Phone: +91 -9416674542
Dean, Faculty of Agricultural Sciences,
SGT University, NCR, Gurugram-122505
Email id: dean.fasc@sgtuniversity.org

ARTICLE-5: OTHER TERMS AND CONDITIONS

- a) The Effective Date shall mean the date this MOU shall be deemed to have come into force.
- b) This MOU shall be valid for an initial period of Five (5) years from the Effective Date.
- c) The Parties may review the conditions of the MOU one year before the expiry of the MOU and extend its validity or enter into a fresh agreement if they so mutually agree.

- d) The modification/ changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.
- e) This MoU may be terminated by either Party by giving 3 months written notice. In the event of termination, both the Parties shall ensure that the interests of students working under this MoU are safeguarded to the extent possible and the provisions of this MOU shall continue to apply to all activities in progress until their completion.
- f) No Party shall have the right to use the name or logo of another Party without the prior approval of that Party in writing except for necessary governmental disclosures.
- g) In the event of any dispute or difference arising in the implementation of the MoU, such disputes shall be resolved amicably by mutual discussions by the parties EAI and its Director, SGT or his nominee. This MOU shall be constructed, governed, interpreted and applied in accordance with the laws of India and the courts of Kanpur shall have the exclusive jurisdiction.
- h) Both the Parties shall constitute a Joint Monitoring Committee which will time to time appraise the progress of collaboration.

IN WITNESS WHEREOF, the undersigned hereby execute this MOU as of the Effective Date written above:



Signature:
Name: Michael Anthony
Title: Co-founder
Date: 28th December 2020
Earth Analytics India
Mumbai- India



Dean
Faculty of Agricultural Sciences
SGT University
(Gurgaon Haryana)

Signature:
Name: Dr. Ashok Yadav
Title: Dean, Agriculture
Date: 28th December 2020
SGT University, Gurugram India



Signature
Name: Sandeep Kaushik
Title: Vice President
Date: 28th December 2020
Earth Analytics India
(Authorized Signatory)



Registrar
SGT University
Budhera, Gurugram

Signature
Name: Dr. Satish Ahuja
Title: Registrar
Date: 28th December 2020
SGT University, Gurugram India