

Memorandum of Understanding (MoU) **for the formation of the SKA-India Consortium**

This MoU is executed as on [16th] day of [February 2015] by the initial set of founding members mentioned at the end of this document (hereinafter referred to individually as "Regular Member" and collectively as the "Regular Members").

Whereas the Members desire to work together to promote activities related to Indian participation in the Square Kilometre Array (SKA) radio telescope project, and to function as a Consortium (named : SKA-India Consortium – hereinafter referred to as the “Consortium”) .

Since the purpose of this MOU is to facilitate the initial setting up of the Consortium and participation of the Members in the same, nothing contained in this MOU will place legally binding requirements on any Member.

1. Objectives :

- i. To come together for exploring, formulating, practicing and promoting activities related to the SKA project and its allied aspects, in India, under the SKA-India Consortium.
- ii. To form an Executive Council for executing and managing various activities of the Consortium.

2. Scope of activities :

- i. The Consortium shall oversee and promote the SKA related scientific activities in India, including the functioning of the various science working groups and research initiatives related to science with the SKA.
- ii. The Consortium shall oversee and facilitate the SKA related technical activities in India, including participation in the SKA design activities and other related technological developments.
- iii. The Consortium shall facilitate the participation of various interested organizations and individuals within the country via appropriate membership of the Consortium.
- iv. The Consortium shall coordinate activities related to training and user base development within the country.

- v. The Consortium shall take care of interactions with the press and general public to publicize and promote SKA activities in India, including appointing suitable spokesperson(s).
- vi. The Consortium shall liaise with the various SKA International organizations.

3. Types of Memberships :

- i. Regular Member:

Organizations signing this MoU will be treated as Regular Members. The organizations may nominate one senior staff member on the Executive Council and also nominate specific person(s) to be members of various committees within the Consortium.

- ii. Associate Member:

The Consortium will have provision for individual persons to become member. Only active researchers having PhD and relevant experience, or senior scientists / engineers working in an Indian institution in Physics/Astronomy or any technical field relevant to SKA activities, are eligible to become Associate Members of the Consortium.

- iii. Invited Member:

The Executive Council may invite specific members, e.g. senior scientists, representatives of the Government/Autonomous agencies, etc. to become part of the Consortium as an Invited Member.

4. Procedure for Joining and Withdrawal :

a. Joining :

- i. Organizations at the time of initial signing this MoU shall be the founding Regular Members, who shall set up the Executive Council which will formalize further memberships.
- ii. Once the Executive Council is set up, applications from other organizations, individuals shall be made to the Council in writing or through email.
- iii. The Executive Council shall have the powers to sanction or reject such membership applications, after due consideration with any other relevant members as needed.

- iv. The Executive Council can invite senior experts in the relevant fields as Invited Members.

b. Withdrawal :

- i. Any Member by making an application with a notice period of 30 days or as prescribed by the Executive Council, can request for exit or withdrawal from this Consortium.
- ii. The Executive Council shall decide on such requests and allow the concerned Member to withdraw from the Consortium and convey the same to that Member accordingly.

5. Functioning of the Executive Council :

- i. Initial founding Regular Members shall set up the Executive Council. Only one representative of each Regular Member shall be allowed on the Executive Council.
- ii. The Executive Council shall coordinate and implement the objectives of the SKA India Consortium.
- iii. The Executive Council shall elect a Chairperson of the Executive Council by majority.
- iv. The working period of the Chairperson will be one year at a time. The Executive Council can continue the same Chairperson for the next period of one year, or they may elect a new member as a Chairperson.
- v. The Executive Council shall be the main decision making authority of the SKA India Consortium.
- vi. The Executive Council shall set up appropriate committees/working groups for specific tasks, such as scientific and technical activities, human resource development, public outreach, media contact, and various other aspects of the functioning of the Consortium.
- vii. The Executive Council shall conduct periodic meetings to review all activities including programmes discussed and implemented by various committees and working groups.
- viii. The Executive Council shall coordinate and promote any other activity not listed above and that may come in future.

- ix. Any dispute between the Members would be resolved by the Executive Council and its decision will be binding.

6. General :

- i. Any Member joining the Consortium is deemed to agree to all the terms of this MoU.
- ii. Members of the Consortium may take up advanced and challenging projects, jointly and/or individually, and in collaboration with other international partners participating in the SKA project, as deemed fit.
- iii. The Consortium shall organize general meetings of all the Members, from time to time, to inform about the status of the activities and initiatives, and get feedback on the same from all Members.

7. Funding :

- i. The Executive Council shall make recommendations for the usage of funds available to the Consortium, for its various activities. These may include funds sanctioned by Government of India to the various Members and also those raised from other sources like voluntary contributions to the Consortium.
- ii. Unless otherwise explicitly allowed, each Member will make all the necessary arrangements and bear the cost of transport, boarding and lodging for its representatives for any travel that needs to be undertaken as part of the SKA India Consortium activities.
- iii. Unless otherwise stated in this MOU or decided by the Executive Council, the expenses for SKA related activities undertaken by each Member, will be borne by the concerned Member.

8. Relationship under this MoU :

- i. The rights and obligations of the Members shall be only those expressly set forth herein. Nothing in this MOU shall be construed to grant any Member the right to make commitments of any kind for or on behalf of any other Member/organization, without the other Member's prior written consent.
- ii. At all times contemplated herein, the Members shall remain independent contractors, officers, representatives, agents and employees etc. of their respective institutions.

9. Dissolution of the Consortium:

- i. This MoU shall come into force on the date of its signing by the designated officers / representatives of the founding Regular Members, and will be in effect till the occurrence of the earliest of the following events:
 - a. Conclusion of an agreement to terminate the MOU between the Members by a three fourths majority of Regular Members in the Executive Council.
 - b. Expiry of a period of 36 months from the date of its commencement, unless its term is extended by mutual agreement in writing between the Members.
 - c. It is otherwise earlier terminated pursuant to the provisions of this MoU.

10. Modification :

- i. This MoU shall not be modified except by a written agreement signed by the designated representatives of three fourths majority of the Regular Members, resulting from discussions in the meetings of the Executive Council.

11. Non Exclusive Arrangement :

- i. All Members agree that this MoU represents a nonexclusive non-binding relationship between the Members, and nothing contained herein shall preclude any Member from participating in other similar relationships with other Members or with any third party, at any time, either during the term of or after the termination of this MoU, for any reason.

12. Publications :

- i. Any Member is free to publish, in reputed national or international academic journals and conferences, the techniques, analysis and results that are an outcome of its own work in the projects which is not proposed to be patented, provided other provisions of this MoU, including confidentiality, are not violated.
- ii. If a publication contains outcomes of the joint work between the Members in the projects, then appropriate members should have the review rights, and be mentioned as authors of the publication subject to the respective Members' prior consent.
- iii. The works which are proposed to be patented will be governed as per the mutually agreed agreement of the specific project.

IN WITNESS THEREOF, the Members hereto have caused this MoU to be duly executed by their authorized representatives as of the Effective Date given at the beginning of this document.

Sr.No .	Name, address, contact details of the organizations as a Regular Member	Signature, name and contact details of the Competent Authority signing this MoU
1.		
2		
3.		
4.		
5.		