



उत्तर प्रदेश UTTAR PRADESH

Memorandum of Understanding

Between

Rajiv Gandhi Institute of Petroleum Technology
and

Bharat Petroleum Corporation Limited



FA 092079

This Memorandum of Understanding (MOU) is entered on this the 18 day of February 2020 between:

RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY, an Institute of National Importance, incorporated through an Act of Parliament ("Rajiv Gandhi Institute of Petroleum Technology Act 2007"), located at Jais, Uttar Pradesh, with two centers one at Bengaluru and one at Sivasagar, Assam (hereinafter referred to as "RGIPT", which expression unless repugnant to the context shall mean and include its successors and permitted assigns).

AND

BHARAT PETROLEUM CORPORATION LIMITED, a Government of India Enterprise, having its registered office and Corporate office at Bharat Bhavan, 4&6, Currimbhoy Road, Ballard Estate, Mumbai – 400 001, through its Corporate R&D Centre, Plot No - 2A, Udyog Kendra, Surajpur, Industrial Area Greater Noida – 201306, Uttar Pradesh, hereinafter referred as "BPCL" which expression unless repugnant to the context shall mean and include its successors and permitted assigns). of the one part.

"Party" means RGIPT or BPCL as appropriate in the context of this MOU. "Parties" means RGIPT and BPCL.

M.S. [Signature]

Shrangana

PURPOSE

Whereas, RGIPT is a premier petroleum institute in India and providing world class education, training, and research to roll out efficient human resources to meet the growing requirements of the Petroleum & Energy sector.

Whereas, BPCL is involved in the business of refining & marketing of petroleum products, petrochemicals and its R & D Centre is actively working in the area of refining, petrochemical processes, alternate energies, biofuels and related areas.

Whereas, RGIPT and BPCL wish to collaborate to leverage each other's strength for mutual benefit and intend to promote ongoing mutual cooperation in academic, training, research activities.

And Whereas, to this end, RGIPT and BPCL 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 parties.

NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS:

ARTICLE -1: MUTUAL UNDERSTANDING OF THE PARTIES

While this MOU lays down the broad mandate for jointly executing the following general forms of cooperation in writing between the parties, depending upon the needs envisaged at that point of time:


- 1.1 Joint supervision of M.Tech/PhD
- 1.2 Sponsored /joint projects
- 1.3 Industry participation in modification of course curriculum as and when needed
- 1.4 Participation in further development of the institute
- 1.5 Cooperation on advanced state of the art research facilities

ARTICLE -2: FINANCIAL ARRANGEMENTS

Financial arrangement for each program or activity will be negotiated and sanctioned by both parties subject to availability of funds and the approval of the competent authority of RGIPT and BPCL.

ARTICLE -3: INTELLECTUAL PROPERTY RIGHTS

The 'Intellectual Property' developed in pursuant to this MOU shall vest jointly with RGIPT and BPCL. Prior to practice of such Intellectual Property Rights developed, FTO (Freedom to Operate) opinion shall be obtained by the parties.

M.S. 



ARTICLE -4: GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. The courts of New Delhi shall have exclusive jurisdiction over any disputes between the Parties arising out of or in relation to this NDA.

ARTICLE -5: ARBITRATION

It is agreed by the Parties that any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below:

- a. The dispute or difference shall, in any event, be referred only to a Sole Arbitrator.
- b. The appointment and arbitration proceedings shall be conducted in accordance with SCOPE Forum of Arbitration Rules for the time being in force or as amended from time to time.
- c. The seat of arbitration shall be at New Delhi.
- d. The proceedings shall be conducted in English language.
- e. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

ARTICLE -6: COMMUNICATIONS & COORDINATION

The officials who will have the responsibility in coordinating the program for the parties are:

For RGIPT:

Dr. M.S. Balathanigaimani
Dean, Research & Development
Email: dord@rgipt.ac.in

For BPCL:

Dr. Bharat L. Newalkar
General Manager (R&D)
Email: newalkarbl@bharatpetroleum.in

ARTICLE -7: 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 effective from the date of signing of this MOU.
- c. This MOU shall be valid for an initial period of One (1) year from the Effective Date.
- d. 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 to another one more year.
- e. The modification/ changes mutually agreed in future shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

M.S. 



f. This MoU may be terminated by either party by giving 3 months written notice. In the event of termination, both parties shall ensure that the interests of students/officials working/project under this MoU is mutually safeguarded to the extent possible.

ARTICLE -6: WITNESSES

IN WITNESS WHEREOF, the undersigned hereby execute this MOU as of dates written below:

**Rajiv Gandhi Institute of Petroleum
Technology**

Signature: M.S.



Name: Dr. M.S. Balathanigaimani
Title: Dean, Research & Development
Date: 18/02/2020

**For Bharat Petroleum Corporation
Limited**

Signature: Bhargava



Name: Mr. Sanjay Bhargava
Title: Executive Director (R&D)
Date: 18/02/2020

Witnesses:

1. DR S IC KAR SIKOR
2. _____

Witnesses:

1. V Ravi Kumar (RAVI KUMAR V)
2. Dr. B.L. Nematkar