



उत्तर प्रदेश UTTAR PRADESH

ET 285169

Memorandum of Understanding

Between

Rajiv Gandhi Institute of Petroleum Technology

And

CSIR - Central Institute of Mining and Fuel Research, Dhanbad

This Memorandum of Understanding (MOU) is entered between:

Rajiv Gandhi Institute of Petroleum Technology, an Institute of National Importance, established 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) of the one part.

And

CSIR-Central Institute of Mining and Fuel Research, Barwa Road, Dhanbad, Jharkhand-826015 (hereinafter called as **CSIR-CIMFR**), a constituent unit of Council of Scientific and Industrial Research, a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi - 110001 (hereinafter called

as **CSIR**), which expression shall where the context so admits include its successors and permitted assigns) of the other part.

"Party" means **RGIPT** or **CSIR-CIMFR** as appropriate in the context of this MOU. "Parties" means **RGIPT** and **CSIR-CIMFR**.

NOTARIAL
REGISTRATION
NO. 1000

R. Singh

RECITALS

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, CSIR-Central Institute of Mining and Fuel Research, Dhanbad aims to provide R&D inputs for the entire coal-energy chain encompassing exploration, mining and utilization. The institute also strives to develop mineral based industries to reach the targeted production for country's energy security and growth with high standards of safety, economy and cleaner environment. CSIR - CIMFR is located in the town of Dhanbad, known as Coal Capital of India of Jharkhand State of India. It is strategically situated in the Damodar basin of Eastern part of the country which is endowed with rich coal deposits and hosts several large mineral based industries.

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

And Whereas, to this end, RGIPT and CSIR-CIMFR 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

Both parties mutually have agreed to execute the following general forms of cooperation:

- a. Visit of Faculty/ Staff/ Student in areas of mutual interest
- b. Exchange of scientific and technical information.
- c. Collaborative research activities through participation in nationally and internationally funded projects
- d. Training of students of both institutions as per the facilities and resources available
- e. Jointly organize events such as seminars, workshops, conferences, skill development programme and other training programmes
- f. Sharing of library facility
- g. Joint supervision of PG/PhD
- h. Any other matter/s as agreed above which are not covered above

ARTICLE -2: FINANCIAL ARRANGEMENTS

The Parties shall work with each other on a non-exclusive basis without any financial commitment to each other unless otherwise agreed upon between the two Parties for using each other's expertise and resources for any specific activity prior to its commencement.

ARTICLE -3: INTELLECTUAL PROPERTY RIGHTS



- a. Any Intellectual property rights (Patents/Design/Trademark/Copyrights) obtained by the parties hereto prior to signing of the MoU shall remain the property of that party.
- b. The intellectual property rights that arise as a result of joint research and collaborative activity under this MoU shall be jointly owned by CSIR-CIMFR and RGIPT, the extent of ownership shall be decided mutually depending upon the relative inputs intellectual/technical/financial/physical made by the parties.
- c. The procedural formalities for securing and maintaining the intellectual property rights, shall be the joint responsibility of CSIR-CIMFR and RGIPT and the expenditure incurred thereof shall be borne by each party equally. The question of whether or not intellectual property right should be secured and the territory where these shall be secured shall be jointly decided by Director(s) of CSIR-CIMFR and RGIPT.
- d. Patents will be filed jointly and the income arising out of the patents will be shared on the basis of inputs and approved norms in each organization.
- e. The parties shall consult each other for any publication in respect of the collaborative activity under the MoU. These publications papers, reports etc. shall be in the names of research workers, wherein it will be duly acknowledged that the work has been carried out under the collaborative program between the parties.

ARTICLE -4: COORDINATION COMMITTEE:

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

For CSIR-CIMFR: Head, Business Development & Industrial Liaison

For RGIPT: Dean, Research & Development

ARTICLE -5: CONFIDENTIALITY:

- a. Both organizations agree to maintain confidentiality of all information/ data generated during the performance of MoU and will not disclose the same to any third party without written consent of the other organization.
- b. The above confidential clause under this MoU excludes the information/ data possessed by either organization before entering into this MoU or independently developed and/or information already available through public domain.

ARTICLE -6: 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.
- c. This MoU shall be valid for an initial period of Five (5) years 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.
- e. The modification/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.



- f. This MoU may be terminated by either party by giving three (3) months written notice. In the event of termination, both parties shall ensure that the interests of students working/project under this MoU is safeguarded to the extent possible.
- g. No party shall have the right to use the name or logo of another party without the prior approval of that party in writing.

ARTICLE -7: ARBITRATION

In the event of any dispute or difference arising in the implementation of the MoU, such disputes shall be resolved amicably by mutual discussions and negotiations in good faith by the Directors of the institutions. Failing the above, the disputes shall be referred to and finally resolved by Delhi International Arbitration Centre (DIAC) under Arbitration and Conciliation Act, 1996 and the rules framed there under for the time being in force.

- a) The seat of Arbitration shall be New Delhi.
- b) The language of arbitration proceedings shall be English only.
- c) Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- d) The provisions of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this MoU expires or ceases to exist or is terminated or revoked or declared unlawful.

ARTICLE -8: JURISDICTION AND APPLICABLE LAWS:

The MoU including all matters shall be governed by Indian Laws both substantive and procedural for the time being in force and subject to the exclusive jurisdiction of Courts at New Delhi.



ARTICLE -9: IN WITNESS WHEREOF, the undersigned hereby execute this MOU as of dates written below.

Rajiv Gandhi Institute of Petroleum Technology

CSIR-CIMFR, Dhanbad

Signature: *A.S.K. Sinha*

Name: A.S.K. Sinha

Designation: Director

Date: 10/10/2019

Seal:

ए. एस. के. सिन्हा
A.S.K. Sinha
निदेशक/Director
राजिव गांधी पेट्रोटेक्नियम प्रौद्योगिकी संस्थान
Gandhi Institute of Petroleum Technology
पुर, हर्बान्शगंज, अमेठी-229304, उ० प्र०, भारत
Barua, Harbanshganj, Amethi-229304, U.P., India

Witnesses:

1. Signature:

M.S. Balathanigamani

Name: M.S. Balathanigamani

Designation: Dean, R & D

2. Signature:

Name:

Designation:



विद्यारत्नम् महोदयम्

Signature:

R.V.K. Singh

Name:

Dr. R.V.K. Singh

Designation:

Chief Scientist

Date:

10/10/2019

Seal:

मुख्य वैज्ञानिक एवं प्रमुख / Chief Scientist & Head
व्यवसाय विकास एवं औद्योगिक संपर्क
Business Development & Industrial Liaison
सीएसआईएमएफआर खनन एवं ईंधन अनुसंधान संस्थान
CSIR-Central Institute of Mining and Fuel Research
बरवा रोड, धनबाद, झारखण्ड / Barwa Road, Dhanbad, Jharkhand

Witnesses:

Signature:

ER. AMAR NATH
10/10/2019

Name:

ER. AMAR NATH

Designation:

Chief Scientist
CSIR-CIMFR, Dhanbad

Signature:

Digamber Kumar

Name:

Digamber Kumar

Designation:

Sr. Tech. Officer