

## MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") entered into on this 29 day of January 2021 by and between

**Hindustan Petroleum Corporation Limited**, a Government Company registered under the Companies Act, 1956 and having its registered office at 17, Jamshedji Tata Road, Mumbai, Maharashtra 400020 (hereinafter referred to as '**HPCL**') which expression shall unless repugnant to this context or meaning thereof shall mean & include its successors and permitted assigns) ON THE FIRST PART.

**AND**

**Rajiv Gandhi Institute of Petroleum Technology**, having its campus at Mubarakpur Mukhetia Mode, Harbansganj, Bahadurpur, Jais, Amethi, Uttar Pradesh 229304 (hereinafter called "RGIPT" which shall unless repugnant to the context shall mean and include their successors, assignees and administrators) ON THE SECOND PART.

HPCL and RGIPT are collectively referred to as "Parties" and individually as "Party".

### PREAMBLE

WHEREAS, **HPCL** is a public sector undertaking is a major player in the Indian hydrocarbon industry and in the core business of Refining, Transportation and Marketing of petroleum products has over the years expanded its operations across the hydrocarbon value chain, besides diversifying into alternative energy resources.

WHEREAS, HPCL have new recruits as diploma holders and fresh Chemical engineers from Engineering Institutions and Officers, including Non-Management to Management promotees, newly Joined Officers and Senior Technicians and all other Officers to Executive Director, to carry out petroleum refining business.

WHEREAS, **RGIPT** is a premier "Institute of National Importance" engaged in providing world class education, training, and research to roll out efficient human resources to meet the growing requirements of the Petroleum & Energy sector downstream of hydrocarbon industry including specialized training program for Chemical Engineers.

WHEREAS, RGIPT is interested in conducting trainings to Chemical and Non-Chemical Officers, non-management to management promotees, newly joined technicians, officers and Sr. Technicians of HPCL under this MOU in the area of Petroleum Refining for employees of HPCL as and when the need arises.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS, BOTH THE PARTIES HERETO AGREE AS FOLLOWS:

M.S. 



## **ARTICLE 1: SCOPE**

1.1 This MOU details the modalities and general conditions for setting down the operational framework governing cooperation between the Parties for the purpose of imparting training programmes by RGIPT to employees of HPCL in the field of Petroleum Refining.

## **ARTICLE 2: RESPONSIBILITY & OBLIGATIONS**

2.1 The activity under this MOU between RGIPT and HPCL shall be coordinated by a coordinator(s) duly appointed by RGIPT and HPCL.

2.2 For each specific activity or training period/duration, administrative arrangements including programme content and schedule, number of participants, facilities like lodging & boarding, arrangement of local travel etc. will be decided mutually, subject to approval and agreement of both the parties.

2.3 RGPIT will conduct pre-program and post-program test for all participants and the report results of the same to HPCL.

## **ARTICLE 3: FINANCIAL ARRANGEMENT**

3.1 For each specific activity or training period/duration, financial arrangements like fees payable, payment of faculty assistance, in case the faculty provided by the first party will be decided mutually, subject to approval and agreement of both the parties.

## **ARTICLE 4: DURATION OF MOU**

4.1 This MOU shall be effective from the date of signing of this MOU.

4.2 The duration of this MOU shall be for a period of 2 (Two) years from the effective date.

4.3 The duration of this MOU may be extended by mutual written agreement between the Parties.

## **ARTICLE 5: NON ASSIGNABILITY**

5.1 Neither party may assign or subcontract its rights or obligations under this MOU in whole or in part without the prior written permission of the other party.

## **ARTICLE 6: NOTICES AND COMMUNICATION**

6.1 Any notice, request and other correspondence under or in connection with this MOU among Parties shall be in the English language and be made by e-mail, registered mail or personal delivery at their respective contacts as specified below:

A. RGIPT: **Rajiv Gandhi Institute of Petroleum Technology**,  
Mubarakpur Mukhetia Mode, Harbansganj, Bahadurpur, Jais, Amethi,  
Uttar Pradesh 229304.  
e-mail id :

B. HPCL: **Hindustan Petroleum Corporation Limited**, Registered office:  
17, Jamshedji Tata Road, Mumbai, Maharashtra 400020.  
e-mail id :

M.S. 





## Article 7: DISPUTES AND JURISDICTION

7.1 If either party fails to fulfill its respective obligations as set out in the aforesaid clauses of this MOA, both parties shall urgently consult each other with a view to correct the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, the other party may terminate this MOU by giving 30 days notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MOU which have been accrued prior to such termination.


7.2 Nothing in this MOU shall be construed as creating a partnership of any kind, an association, joint venture, trust, corporation or any other form of legally binding agreement and/or association.

7.3 Any amendment to this MOU shall be effective only if it is in writing and signed by the duly authorized representatives of both Parties, and shall constitute an integral part of this MOU.

Signed on this date as mentioned hereunder:

	 M.S. 29/01/2024
<b>For and on behalf of HPCL</b>	<b>For and on behalf of RGIPT</b>
Name : Shri. K. Nagesh	Name : Shri. Dr. M. S. Balathanigaimani
Designation: General Manager-(I/C) Human Resources - HR Department Visakh Refinery	Designation: Dean-R&D, RGIPT
(First Party)	(Second Party)

### Witnesses: (Name & Signature)

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