

Memorandum of Understanding

BETWEEN

CSIR -Indian Institute of Petroleum

Dehradun 248 005

AND

Rajiv Gandhi Institute of Petroleum Technology

Amethi 229 304



Creating Future Fuels



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CSIR-Indian Institute of Petroleum, Dehradun (herein referred to as CSIR-IIP) and **Rajiv Gandhi Institute of Petroleum Technology** (herein referred to as RGIPT) desire to promote academic and research interaction/cooperation between the two institutes. This **Memorandum of Understanding** (herein referred to as "MoU") is made and entered on **December 04th of 2019**, between CSIR-IIP and RGIPT, witnesseth as follows:

CSIR- Indian Institute of Petroleum (CSIR-IIP), a constituent laboratory under 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 and carries out research and development for downstream sector of the petroleum industry, clean paths to alternative energy including bio fuels **through its Director**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns of the other part.

and

Rajiv Gandhi Institute of Petroleum Technology (RGIPT), an Institution of National Importance, established under the Act of Parliament ("Rajiv Gandhi Institute of Petroleum Technology Act 2007"), located at Jais, Amethi (Uttar Pradesh) with two centers located at Bengaluru (Karnataka) and Sivasagar (Assam) and is empowered to award degree programmes currently in Engineering [Undergraduate (UG) and Postgraduate (PG)], Sciences (PG), Humanities (PG), and Management (PG) **through its Director**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns of the one part.

RECITALS

CSIR-IIP, redeemed itself in the service of R & D initiatives and continued support through high quality of research, technical and consultancy services and has facilities in the field of Petroleum Refining, Natural Gas Processing, Petro-chemicals & Intermediates, Petroleum Products Application, Bio Fuels, Waste Utilization through Catalytic Interventions, Combustion, Tribology, and other related areas and has developed, over the years, experience, expertise, facilities and capabilities in these fields.

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RGIPT, redeemed itself to provide world class education, training and research to roll out efficient human resources to meet the growing requirements of the Petroleum and Energy sector.

Therefore, CSIR-IIP and RGIPT agree to establish a programme for academic and scientific cooperation in areas of mutual interest, and in accordance with terms and conditions set forth in this MoU.

PURPOSE

1. The purpose of this MoU is to develop co-operation and promote mutual understanding and excellence in practice-based education, research and knowledge exchange between the Parties.

SCOPE OF MoU

2. In furtherance of this purpose both Parties agree to develop the following activities in collaboration in areas of mutual academic interest for the programs offered at partner institutions:
 - 2.1 To exchange information on teaching materials and other literature relevant to pursue research,
 - 2.2 To exchange, on a reciprocal basis, scientists/faculty and students for limited period of time for purpose of education and/or research,
 - 2.3 To establish collaborative guest lectures, seminars, workshops, conferences and/or symposia,
 - 2.4 Exchanges of under-graduate and post-graduate students with excellent academic record for internships, semester course, study programmes and other engagements to arrangements as required,
 - 2.5 To jointly supervise research students registered in either of the institutes for doctoral and/or post-graduate programmes,
 - 2.6 Promoting other academic co-operation and collaboration as mutually agreed,
 - 2.7 RGIPT will promote Skill Development programme offered by CSIR-IIP, and nominate students and faculties as per fulfilment of desired qualification,

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SHAIRING OF FACILITIES

3. CSIR-IIP and RGIPT shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation, within the rules governing the two institutes.

VARIATION

4. This MoU may only be amended by a written agreement signed by a duly authorised representative of each Party.

CONFIDENTIALITY

5. Each party undertakes not to publish or disclose in any manner whatsoever scientific or technical information belonging to the other party which has been received in the execution of the present contract without prior written consent of the other party. This obligation shall apply as long as such information has not become public property. This commitment shall remain in force during 5 years from the date of signature of this contract, notwithstanding the termination or expiry date of the latter.

INTELLECTUAL PROPERTY

6. Confidential information shared by a party remains its exclusive property. The sharing of such confidential information can in no way be considered or construed as conferring any property rights or patent licensed.

DURATION

7. This MoU shall commence of the date of its execution by the last Party to sign and shall remain in force for a period of five (5) years. Each Party shall review the status of the MoU at least 2 months before the end of the five-year period to determine whether it wishes the MoU to continue and, if so, whether any modifications are required. The period of validity of this MoU may only be extended by the mutual written consent of both Parties.

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TERMINATION

8. Either Party may terminate this MoU by giving one months notice in writing to the other. The termination of this MoU shall not affect the implementation of any specific activities established under it prior to such termination.

CHARGES AND LIABILITIES

9. It is understood that the implementation of any of the types of co-operation stated in Clause 2 shall depend upon the availability of resources and financial support of the Parties concerned.
 - 9.1. Except as otherwise provided or agreed, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
 - 9.2. Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

COORDINATION OF THE PROGRAMMES

10. The collaborative programmes between CSIR-IIP and RGIPT shall be coordinated by a coordination committee appointed by Directors of both the institutes. Dr Anil Kumar Jain, Head, IIH and Dr Jasvinder Singh, Coordinator, AcSIR would be the coordinating person from CSIR-IIP for the collaborative activities.

STATUS

11. This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

MISCELLANEOUS

12. Notwithstanding anything in this agreement to the contrary, neither party shall be liable to the other party for any failure to perform or delay in the performance of, that party's obligations hereunder, when such failure to perform or delay in performance is caused by an event of force majeure; provided, however, that the party whose performance is prevented or delayed by such event of force majeure shall give 30 days' notice thereof to the other party.

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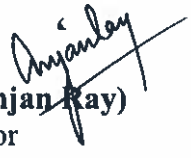
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For purposes of this clause, the term "force majeure" shall include war, rebellion, civil disturbance, earthquake, fire, flood, strike, lockout, labour unrest, acts of governmental authorities whether by regulation, administrative action or otherwise, shortage of materials, acts of God, acts of the public enemy, acts of terrorism and, in general, any other causes or conditions beyond the reasonable control of the parties.


GOVERNING LAW AND JURISDICTION

13. Both Parties agree that staff and students of either institute engaged in activities under this MoU shall carry out these activities in accordance with all applicable laws and regulations of their respective institute and country after full consultation and approval.


IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE


(Dr Anjan Ray)
Director
CSIR – Indian Institute of Petroleum
PO IIP Mohkampur
Dehradun 248 005


(Professor A S K Sinha)
Director
Rajiv Gandhi Institute of Petroleum Technology
PO Harbanshjanj, Jais
Amethi 229 304

Witness
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Date: 04.12.2019

Witness
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Date: