



उत्तर प्रदेश UTTAR PRADESH

- 5 FEB 2020 FH 606494



Agreement
between

Rajiv Gandhi Institute of Petroleum Technology
and



Hindustan Aeronautics Limited, Avionics Division, Korwa for
establishing
HAL - RGIPT Innovation and Skill Development Centre

This Agreement is entered into on theDay ofMonth in the year 2020 (hereinafter referred to as the "Effective Date") 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

Hindustan Aeronautics Limited, a Public Sector Undertaking of the Government of India and a Company registered under the laws of India, having their registered office at 15/1, Cubbon Road,

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Bangalore- 560001, through its Avionics Division, Korwa, located at Korwa, Amethi, UP, India (Hereinafter referred to as "**HAL Korwa**", which expression unless repugnant to the context shall mean and include its successors and permitted assigns.

Parties to this agreement mentioned herein above are singularly referred as Party and jointly referred as Parties hereinafter.

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, HAL, Korwa is currently manufacturing & repairing various Avionics Systems fitted on aircrafts, helicopters and UAVs;

Whereas, HAL Korwa intends to undertake certain socially useful projects under its Corporate Social Responsibility scheme, which would be useful and benefitting the population at large in Amethi District, and would be impacting their lives in the long run in a sustainable manner.


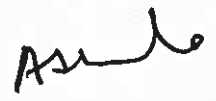
Whereas, to this end, RGIPT and HAL Korwa have discussed certain arrangements on the basis of which HAL Korwa shall associate itself by way of funding partial cost for constructing and establishing **HAL-RGIPT Innovation and Skill Development Centre (hereinafter referred to as "HRI&SDC")**. The arrangement shall be for a period of 03 years from 2020-2021 to 2022-2023. While funds for the FY 2020-2021 have already been sanctioned by the Competent Authority, funds for the FYs 2021-2022 and 2022-2023 shall be considered during the respective financial years subject to approval of the Competent Authority of HAL. The HRI & SDC seeks to provide a platform to the youths of Amethi District for the innovation of Science & Technology products as well as Skill Development Training for human resources that would primarily focus on improving living standards of people of Amethi District.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :

ARTICLE -1 : MUTUAL AGREEMENT BETWEEN THE PARTIES

Both parties have mutually agreed to execute the following general terms and arrangements of cooperation:

- 1.1 RGIPT to construct a **HAL-RGIPT Innovation and Skill Development Centre** at its Jais campus with partial financial support from HAL, Korwa.

- 1.2 RGIPT to create workshop facility at HRI&SDC with partial financial support from HAL, Korwa.
- 1.3 HRI&SDC to shortlist business ideas or projects from within Amethi District for incubation at the Centre.
- 1.4 HRI&SDC to incubate the shortlisted business ideas or projects annually with financial support by RGIPT from its own resources or from the sources arranged by it.
- 1.5 RGIPT to provide all necessary support like Technical/Administrative/Legal/Consultancy support and monitor the incubation projects to be incubated in HRI&SDC.
- 1.6 HRI&SDC to conduct training programmes relevant to the district of Amethi throughout the year. The financial support for the same will be managed by RGIPT from its own resources or from the sources arranged by it.
- 1.7 HAL Korwa to partially fund the cost of construction of HRI&SDC, which also includes the establishment of workshop, for 03 years, starting from the FY 2020-21 and up to FY 2022-23. The extent of partial funding by HAL Korwa will be Rs.75 lakhs (Rupees Seventy Five Lakhs) in the first year, that is 2020-21, and the funding in subsequent two years to the extent of Rs. 75 lakhs shall be subject to availability of CSR budget and approval by the Competent Authority of HAL.
- 1.8 RGIPT will arrange funds from its own resources or from other sources for meeting non-recurring and recurring expenses for HRI&SDC as well as to establish workshop for the period from FY 2020-21 to FY 2022-23 over and above the share of HAL Korwa.

ARTICLE -2: FINANCIAL ARRANGEMENTS

Financial arrangements for RISE program:

- 2.1 HAL, Korwa to provide the partial financial support for construction of HRI&SDC as well as for the establishment of workshop, and first year share of Rs.75 lakhs against the year 2020-21 will be released based on progress of the work.
- 2.2 The financial support of Rs. 75 lakhs for the remaining years (FY 2021-22 and FY 2022-23) shall also be given by HAL Korwa, subject to the availability of CSR funds and approval of Competent Authority.
- 2.3 The funds will be released by HAL Korwa in two stages in any given financial year based on progress of work, and any leftover funds in a year shall be carried forward to the next year. No advance will be provided by HAL Korwa for the project.
- 2.4 In the event HAL Korwa, is unable to extend financial support for the remaining two years i.e 2021-22 and 2022-23, RGIPT shall be at liberty to find suitable sponsor(s) or source of

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funds, and the name of such sponsor(s)/source shall appear along with **HAL-RGIPT-(SPONSOR(s)) Innovation and Skill Development Centre.**

2.5 Conduct of all programmes, activities incurring expenditure on the HRI&SDC for incubating business ideas and skill development shall be borne by RGIPT from its own sources or from the sources arranged by it for the period from FY 2020-21 to FY 2022-23.

2.6 HAL Korwa shall be at liberty to inspect and audit utilization of funds by RGIPT and the release of funds by HAL Korwa for the subsequent 02 years i.e. FY 2021-22 to 2022-23 shall depend upon the successful completion of the Project in the FY 2020-21.

ARTICLE -3:

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

For RGIPT:

Name: Dr. M.S. Balathanigaimani
Designation: Dean, Research & Development

For HAL, Korwa:

Name: Mr. Kapil Kumar
Designation: DM (HR)

ARTICLE -4: TERMS AND CONDITIONS

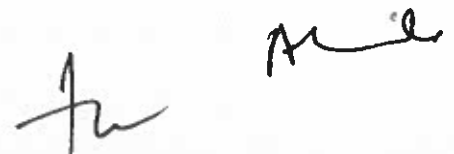
4.1 This Agreement shall come in to effect on Effective Date.

4.2 This Agreement shall be valid for an initial period of three years from FY 2020-21 to FY 2022-23 subject to extension on mutual consent for a further period which may extend up to Five (5) years from the Effective Date. However, in case if the agreement is not extended after the period of three years, all the mutually time-essence or time-bound covenant, terms and conditions shall come to an end.

4.3 The Parties may review the conditions of the Agreement at any time but not after a year left for the expiry of the Agreement. The parties may extend its validity or enter into a fresh agreement if they so mutually agree.

4.4 All the modifications/changes in the agreement shall be made in writing only after written consent of both the parties. The modification / changes shall be effective from the date on which they are made/ executed, unless a specific date is agreed upon by the parties.

4.5 This Agreement may be terminated by either party by giving 3 months written notice without assigning any reason. In case of any default by the either party, the respective party will give a ten days notice of default in writing to the erring party and in case the default is not rectified within a further period of 15 days the party giving notice shall be free to terminate



this Agreement with immediate effect by giving a written intimation to the other party to this effect.

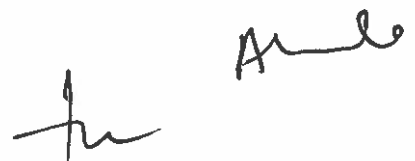
- 4.6 In the event of termination for any reason or without reason, the Parties shall ensure that the interests of researchers/ officials working/projects being incubated under this Agreement are safeguarded to the extent possible.
- 4.7 All the differences or dispute arising out of present Agreement shall be resolved amicably by mutual consultation between both the parties or through the good offices of the Director of RGIPT and General Manager, HAL, Korwa. If a dispute or difference remains unresolved and where arbitration is decided upon, the unresolved dispute or difference shall be referred to arbitration in terms of DPE O.M. No. DPE/4(1)/2013-DPE(GM) FTS-1835 dated 22.05.2018 on Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) (as amended from time to time).
- 4.8 The Agreement shall be governed and construed in accordance with the laws of India. The Court having territorial jurisdiction over HAL, Korwa Division shall have exclusive jurisdiction with respect to the subject matter of this Agreement.

5 ARTICLE -5: UTILISATION OF HAL-RGIPT INNOVATION AND SKILL DEVELOPMENT CENTRE

- 5.1 The **HRI& SDC** shall be generally used by the RGIPT for the purpose of its project RISE which envisages to incubate business ideas and skill development benefiting the population of Amethi district, for the entire duration of the project from FY 2020-21 to FY 2022-23, if the grant of fund is not stopped by the HAL Korwa for the FYs 2021-22 and or 2022-23.

ARTICLE -6: Force Majeure:

Notwithstanding any provision to the contrary in this agreement, neither Party shall be liable for any delay in performing its obligations under this agreement, if such delay or disruption is caused by circumstances beyond its reasonable control to prevent or mitigate as a result of any accidents; acts of war, acts of internal aggression, violence, arson, epidemics, vandalism, acts of wanton destruction; due to Act of God, war, riot, civil commotion, unforeseen accident, fire, flood or storm or terrorist attack; any change of laws, by-laws, policies, guidelines, rules or regulations of the respective governments of the Parties hereto or any applicable judicial pronouncements or decisions, or any other event, accordingly the obligations of that Party under this MOU shall be suspended for the duration that the disruption due to the Force Majeure prevents such Party from carrying out its project activities. However, the affected Party may notify happening of such force majeure event to the other Party.

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ARTICLE -7: IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of dates written below:

**Rajiv Gandhi Institute of Petroleum
Technology**

**Hindustan Aeronautics Limited ,
Avionics Division Korwa**

Signature: 

Signature: 

Name: A. S. K. Sinha
Title: Director

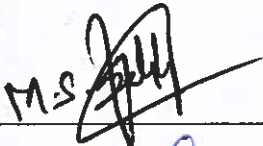
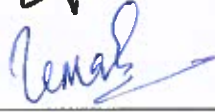
Name: Arun Krishna
Title: General Manger

Date:

Date:

Witnesses:

Witnesses:

1. 
2. 

31/01/2020 16/9/2020
1. Arun Kumar Ojha
AGM (M) & Chairman CSR Committee
2. S. Datta, DGM (HR) 