



उत्तर प्रदेश UTTAR PRADESH



Agreement  
between

Rajiv Gandhi Institute of Petroleum Technology  
and

Hindustan Aeronautics Limited, Avionics Division, Korwa for  
Gyan Arpan Centres



This Agreement is entered into on the .....Day of .....Month 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, Amethi District, 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, 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).

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*Signature of Rajiv Gandhi Institute of Petroleum Technology*  
*Signature of Hindustan Aeronautics Limited*

*Signature of HAL*

## Annexure II

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 in order 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** RGIPT also being an institution dedicated to the upliftment of the society through education. As such in order to fulfill its object and also as a contribution towards its social responsibility has agreed for the present arrangement of co-operation.

**Whereas, in view of the above,** RGIPT and HAL Korwa have discussed certain arrangements on the basis of which the Parties decided to establish a framework of **Gyan Arpan Centres**, under the Project Amethi initiative, to provide quality supplementary education to the school going students of Amethi District (hereinafter be referred to as “the Project”).

### **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

#### **ARTICLE -I: MUTUAL UNDERSTANDING OF THE PARTIES**

The Parties have mutually agreed to execute the following general terms and conditions for the cooperation:

- 1.1 RGIPT will conduct supplementary weekend classes for the students of class IX, X, XI and XII with partial financial support from HAL, Korwa. The project is envisioned for a period of five years from FY 2020-21.
- 1.2 RGIPT will establish 04 Gyan Arpan extension Centres across the Amethi District, in addition to one center at RGIPT Jais Campus.

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- 1.3 The centers as proposed aforesaid shall be located at Tiloi, Jagdishpur, Gauriganj, and Chhatoth in Amethi District, Uttar Pradesh.
- 1.4 RGIPT will conduct and monitor the weekend classes in Gyan Arpan Centre at RGIPT Campus and other Gyan Arpan Extension Centres in Amethi District.
- 1.5 RGIPT will depute Instructor(s) / Tutor(s) for the Project, and a Coordinator(s) as may be necessary.
- 1.6 RGIPT will facilitate through its faculty members to mentor Gyan-Arpan Classes.
- 1.7 RGIPT will provide basic classroom infrastructure, for seating and writing, teaching aids like black/white boards etc., in all the Centres.
- 1.8 Gyan Arpan Centre, RGIPT will admit school children at entry level of classes IX and XI. On the completion of respective syllabus, the students will move to the next higher class. The total number of students to be directly benefited in a year under the Project shall be not be less than 1200, in all five Centres.
- 1.9 Gyan Arpan, RGIPT will conduct classes generally during weekends for subjects such as Mathematics, Physics, Chemistry and English. The Classes will be conducted nearly ten months in a year with the aim of enabling the student to secure better marks in academic examinations and better scores in competitive examinations.
- 1.10 At the end of each academic year, all students will be issued with participation certificates, wherein the name and logo of HAL Korwa shall be prominently printed along with that of Project Amethi, RGIPT or other sponsoring organization, if any.
- 1.11 RGIPT shall have the freedom to increase the number of Gyan Arpan Centres and the students strength in the Gyan Arpan Centres. In addition to this, RGIPT shall have the liberty to use funds from other sponsors/sources for the Project.
- 1.12 Considering the COVID-19 pandemic situation, classes may be held through online mode till such time **regular contact classes are permitted to be resumed by the Government / State Authorities**. Classes should be planned in such a manner that the syllabi / curriculum is completed before 31.03.2021 or Board Examinations, whichever is earlier. RGIPT is permitted to use electronic gadgets for conducting online classes within the overall budget outlay.

#### ARTICLE -2: FINANCIAL ARRANGEMENTS

- 2.1 The Project will be partially funded by HAL, Korwa for the FY 2020-21.
- 2.2 HAL, Korwa shall provide partial financial support of Rs.50 lakhs (Rupees Fifty Lakhs) during the FY 2020-21, which will be released in stages against the year 2020-21 based on progress of the Project on monthly basis as defined in the payment terms in scope of work. Payment will be in the form of fees per subject per student which is Rs. 1,041.00 (Rupees One Thousand and Forty One Rupees only), which shall cover all expenses related to the Project for the year.

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2.3 The financial support of Rs.50 lakhs (Fifty Lakhs Rupees)/ year for the remaining years (FY 2021-22 to FY 2024-25) shall also be given by HAL Korwa, subject to the availability of CSR funds and approval of Competent Authority.

2.4 RGIPT will arrange funds for meeting non-recurring and recurring expenses for the Project over and above the share of HAL Korwa.

2.5 In the event HAL Korwa does not fund for the remaining four years, RGIPT shall be at liberty to find suitable sponsor or source of funds and the students shall be issued the participation certificates carrying the logos of actual sponsor(s) and Project Amethi, RGIPT.

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 years i.e. FY 2021-22 to 2024-25 shall depend upon the successful completion of the Project by RGIPT in the FY 2020-21.

**ARTICLE -3:**

The officials who will have the responsibility in coordinating the Project for the Parties are:

<b>For RGIPT:</b>	<b>For HAL, Korwa:</b>
Name: Dr. Saurabh Mishra Designation: Dean, Student Affairs	Name: Mr. S. K. Pattanaik Designation: SM (HR)

**ARTICLE -4: TERMS AND CONDITIONS**

4.1 This Agreement shall be effective from the date of signing by the Parties.

4.2 This Agreement shall be valid for an initial period of Five (5) years from the Effective Date

4.3 The Parties may review the conditions of the Agreement one year before its expiry and 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 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. In the event of termination, the Parties shall ensure that the interests of students/officials working/project under this Agreement is safeguarded to the extent possible.
- 4.6 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 Head of the Parties. 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).
- 4.7 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 contract”

ARTICLE -5: Force Majeure:

- 5.1 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 shall notify happening of such force majeure event to the other Party.


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ARTICLE -6: 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

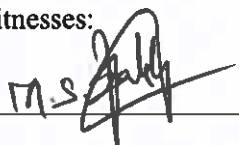
Name: Arun Krishna  
Title: General Manger

Date:

Date:

Witnesses:

Witnesses:

1. 

 16/9/2020

1. Shri A.K.Ojha, AGM (M)/Chairman CSR  
Committee.

2. 

  
2. Shri S.Datta, DGM (HR)