



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered into this 22nd day of July, 2022 by and between:

Hindustan Petroleum Corporation Ltd., a Government Company validly incorporated as a company under the Companies Act 1956, , having its registered office at Petroleum House, 17, Jamshedji Tata Road, Churchgate, Mumbai-400 020 (hereinafter referred to as "HPCL", which expression unless repugnant to the context shall mean and include its successors-in-interest and permitted assigns), of the one part.

AND

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), of the other part.

"Party" means HPCL or RGIPT as appropriate in the context of this MOU. "Parties" means HPCL and RGIPT.

RECITALS

WHEREAS "HPCL" is a Government Company carrying out the business of refining and marketing petroleum products throughout the country.

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 HPCL and RGIPT have agreed to collaborate for promotion of education, research and innovation under which CSIR-NET/GATE qualified students will be given an opportunity to pursue their Ph.D. work under the joint supervision of RGIPT and HPCL on a topic of mutual interest.

AND WHEREAS to this end, HPCL and RGIPT have negotiated certain terms and conditions set forth in this MoU on the basis of which they may collaborate in future.

NOW THEREFORE THIS MoU WITNESSED AS FOLLOWS

1.0 DEFINITIONS

1.1 Unless repugnant to the subject or context thereof, the following expressions with their grammatical variations herein used shall have the meanings ascribed hereunder:

- i. "Research Project" means projects of interest on which HPCL & RGIPT mutually agree to conduct work. Initial list of mutually agreed broad research areas include:
 - a. Chemistry including synthetic and analytical chemistry
 - b. Polymer Science/Technology
 - c. Chemical Engineering



- d. Metallurgical Engineering
 - e. Fire and Safety Engineering
 - f. Mechanical Engineering
 - g. Biotechnology
 - h. Nanotechnology
 - i. Alternative Energy Sources
 - h. Any other areas of mutual interest decided by parties during the term of the agreement
- ii. "Third Party" means any person or entity other than Parties who is not signatory to this MoU.
 - iii. "Technical Information" means designs, drawings, proprietary data, process, knowhow and other information in whatsoever form tangible or intangible available, used, generated or otherwise, acquired by or available to either Party in relation to the product development furnished directly or indirectly by either Party to the other Party.
 - iv. "Intellectual Property Rights" means the rights in patent(s), copyright(s), design(s) and other intellectual property rights whatsoever (whether registerable or not) with respect to the developed technology(ies) or any improvements thereof.
 - v. "Background Intellectual Property" shall mean any or all Intellectual Property including patents, patent applications, copyright, trademarks or designs, which are developed by the parties individually prior to the Effective Date of this MoU.

1.2 The singular shall include the plural and vice-versa.

2.0 OBJECTIVES of MoU

- i) To collaborate for promotion of education, research and innovation and provide model for academia-industry partnership for directing Research and Development on projects which are relevant to the industry and have high prospects of commercialization.
- ii) To provide opportunity to students of RGIPT (hereinafter called "Hindustan Petroleum-RGIPT (HPRGI) Research Fellows") for undertaking Ph.D. research work on a topic of mutual interest. The fellow can work at HPCL and/or at RGIPT as per the need.
- iii) To provide opportunity to M. Tech. Students (hereinafter called "M.Tech. Student") enrolled at RGIPT to carry out their major project work on a topic of mutual interest. The student can work at HPCL and/or at RGIPT as per the need.
- iv) To work on long term research projects which are of mutual interest to both the parties, and which would be developed after consultation with the experts available with both the parties.
- v) To get involved in the national level research project calls by different funding agencies by supporting each other's via appropriate means.
- vi) To offer mentorship programmes for undergraduate students (Short/ Long term projects).
- vii) To allow scientists/ officers employed at HPCL to carry out PhD at RGIPT, as per the ordinance governing PhD program of RGIPT.



- viii) To admit HPCL employees in the online MBA program in Energy Transition offered by RGIPT.

3.0 SELECTION OF Ph.D. RESEARCH FELLOWS

HPRGI Research Fellow for Ph.D. will be selected as per RGIPT selection criterion adopted by respective Departments/Centers/Schools in consultation with HPCL.

4.0 Ph.D RESEARCH FELLOWS under HPCL - RGIPT MoU

- 4.1 RGIPT will facilitate registration of HPRGI Research Fellows willing to undertake Ph.D. All applicable fee for registration etc. at RGIPT will be paid by the HPRGI Research Fellow as per the prevailing rules of RGIPT.
- 4.2 The registration of the selected HPRGI Research Fellow shall be the responsibility of RGIPT and a Faculty from the concerned research area would be the supervisor.
- 4.3 One scientist of HPCL shall be the co-supervisor (as per the guidelines of RGIPT) and/or member of Research Progress Evaluation Committee (RPEC) for each registered candidate.
- 4.4 Only candidates who have qualified CSIR-NET/ GATE national level test shall be eligible to be a HPRGI Research Fellow. However, HPCL shall provide additional 25% higher fellowship amount (compared to prevailing CSIR-NET fellowship rates) to the HPRGI Research Fellow.
- 4.5 Maximum 2 Ph.D students every year may be engaged to pursue their Ph.D work as per terms & conditions defined in the MOU as HPRGI Research Fellow.
- 4.6 The registered HPRGI Research Fellow shall complete the course work and attend classes as per the rules of RGIPT.
- 4.7 The registered HPRGI Research Fellow will be carrying out research at HPCL or at RGIPT as per the need of the project as mutually agreed by supervisor/co-supervisor.
- 4.8 The supervisor/co-supervisor from RGIPT /HPCL shall be responsible for monitoring the progress in the project and jointly reporting to HPCL for release of fellowship.
- 4.9 In case, the HPRGI Research Fellow leaves in between without completing the Ph. D research work, RGIPT shall inform HPCL.
- 4.10 The HPRGI Research Fellow will not have any lien for absorption to the services of HPCL.
- 4.11 The broad criteria for engaging such Engineering students for Ph.D. shall be as follows:
- If the qualifying degree is M.E./ M.Tech., the candidates should have joined Masters programme through Graduate Aptitude Test of Engineering (GATE) qualification.
 - GATE score should not be more than 5 years old and the candidate should not have yet registered anywhere for their Ph.D.) to avail the fellowship.
 - The minimum CPI/CGPA in M.E./M.Tech. should be at least 7.5 on a 10-point scale or equivalent.
 - If the qualifying degree is B. Tech/ Integrated M.Tech from an Indian Institute of Technology (IIT) with minimum CPI/CGPA of 8.0 in a 10-point scale, the student is exempted from requirement of GATE score.
 - Selected candidates shall be considered as Senior Research Fellow (SRF) and shall receive emoluments as applicable to SRF for a period of up to 5 years or completion of Ph.D., whichever is earlier.



5.0 PROJECT IDENTIFICATION AND APPROVALS

- 5.1 The project work to be carried out by the HPRGI Research Fellow shall be jointly identified by supervisor/co-supervisors from RGIPT and HPCL within the identified areas of research.
- 5.2 The supervisor/co-supervisors from RGIPT and HPCL shall jointly submit a detailed project proposal to Director (HR), HPCL for approval, whose decision shall be final.
- 5.3 The approval by Director (HR), HPCL for the HPRGI Research Fellow is conditional, subject to signing of a Confidentiality and Non-Disclosure Agreement by the student with HPCL immediately upon joining the project at HPCL.

6.0 FELLOWSHIP PAYMENT

- 6.1 Only candidates who have qualified CSIR-NET/GATE national level test shall be eligible to be HPRGI Research Fellow.
- 6.2 HPCL shall offer additional 25% higher fellowship amount (compared to prevailing CSIR-NET fellowship rates) to the selected HPRGI Research Fellow.
- 6.3 The monthly additional fellowship amount payable directly to HPRGI Research Fellow by HPCL shall be as per the following details:

S.N.	Item	Scope
1	Current Fellowships rates by CSIR# payable by HPCL	JRF = Rs 31,000/ SRF = Rs 35,000/
2	Additional 25% Fellowship	JRF = Rs. 7750/- SRF = Rs. 8750/-
3	HRA/ Accommodation	HRA will be payable as per CSIR/DST/ RGIPT norms (@24% of the base fellowship amount including additional 25%), payable by the HPCL, which comes out to be Rs. 9,300/- for JRF and Rs. 10,500/- for SRF. However, no HRA will be admissible to the HPRGI Research Fellow, if research fellow is availing the hostel facility of RGIPT or that of HPCL.
4.	Contingency Grant (JRF & SRF)	Rs. 20000/- (i.e. Rs. Twenty thousand only) per year per student will be paid. Part of this contingency amount may be utilized in the interest of research work, for attending conferences in India, taking Medi-claim policy, or any other purpose, subject to the approval of supervisor/co-supervisor. For detailed guidelines, please refer Annexure I.
5.	Total Amount = (Base fellowship + HRA, if applicable) to be paid by HPCL to HPRGI Research Fellow per month	To JRF (Rs. 38750/- + Rs. 9300/- = Rs 48050/- pm) To SRF (Rs. 43750/- + Rs. 10500/- = Rs. 54250/- pm) Plus Rs. 20,000/- as contingency per year



	+ Contingency on yearly basis	
6	Conversion of JRF to SRF	After completion of 2 years of JRF, fellowship applicable to SRF will be paid as per above. However, M.Tech student joining Ph.D program may be taken as SRF.
7	Tenure of Fellowship/PhD program	Fellowship amount including HRA, contingency etc shall be paid for a maximum period of four (04) years. However, it can further be extended by another year (5 th year) subject to the formal approval of Director (HR), HPCL. The total tenure for the fellowship (as JRF plus SRF) shall not exceed five years.
8	Special grant	One time grant of Rs. 3,000/- (Rs Three thousand only) per student at the end of project for thesis preparation/ report writing etc., payable by the funding agency.
9	Disbursement of Fellowship amount	Payment will be made to the HPRGI Research Fellows directly by HPCL in their bank accounts on monthly basis
10	Medical facilities	Student will have to take comprehensive Medclaim Policy before joining the fellowship for working at HPCL laboratories. Annual Premium corresponding to Medclaim Policy of Rs. 3,00,000/- (Rs Three Lakh only) claimable amount will be paid from contingency grant against submission of documents.
11	Progress Report	As per norms of Rajiv Gandhi Institute of Petroleum Technology and HPCL.

At present, amount of CSIR Fellowship for Jr. Research Fellows (JRF) and Sr. Research Fellows (SRF) is Rs. 31,000/- and Rs. 35,000/- respectively. The fellowship amount applicable to HPRGI Research Fellow shall stand revised as and when the same is revised by CSIR i.e. revised Jr. Research Fellows (JRF) and Sr. Research Fellows (SRF) + additional 25% amount, as the case may be.

7.0 INFRASTRUCTURE FACILITIES

- 7.1 The research project work shall be carried out at HPCL and/or at RGIPT, depending upon the availability of facilities.
- 7.2 The Supervisor from RGIPT and the co-supervisor from HPCL shall ensure arrangement and availability of all the infrastructure and research facilities at their respective places to carry out research project. They shall also be responsible for the progress of the research project, needs and attendance of the HPRGI Research Fellow and other issues at respective places.



8.0 PERFORMANCE EVALUATION

RGIPT /HPCL shall jointly review the "Progress Report" on semester basis and send a "Technical Progress Report" on the project every semester (6 monthly) to HPCL co-supervisor.

9.0 M TECH STUDENTS

- 9.1 RGIPT shall send students from the disciplines as mentioned in 2.0 (iii), to carry out their major M. Tech project work at HPCL.
- 9.2 The M. Tech students to be recommended by RGIPT must have a minimum CGPA of 8.0/10 after 2nd semester.
- 9.3 The final selection of M.Tech. student(s) for the identified project work shall be subject to approval of Director (HR), HPCL.
- 9.4 M. Tech students will not have any lien for absorption to the services of HPCL.
- 9.5 M. Tech. students should have their own fellowship/ and no fellowship will be paid by HPCL to M. Tech Students.
- 9.6 HPCL will accept maximum 4 M.Tech students per year subject to approval of Director (HR), HPCL. However, HPCL shall pay Rs. 6000/- per month Out-of-pocket Allowance.
- 9.7 No HRA shall or any other allowance shall be payable to M. Tech students by HPCL.
- 9.8 However, HPCL may provide hostel accommodation, subject to availability. In that case, out-of-pocket allowance will reduce to Rs. 3000/- per month.
- 9.9 All the M. Tech students will have to take a comprehensive Medclaim Policy, before joint the project work at HPCL.

10.0 INTELLECTUAL PROPERTY RIGHTS(IPR)

- 10.1 The following clauses (10.2 to 10.11) are applicable for the HPRGI Research Fellow (Objective: 2(i)-2(iii)) who will be registered at RGIPT and the project is jointly identified by a supervisor from RGIPT and co-supervisor from HPCL. In addition to this, clauses will be applicable for the research projects which will be taken over as part of joint projects under this MOU (Objective: 2(iv)-2(vi)).
- 10.2 Parties shall retain ownership of Intellectual Property, developed or acquired by either party independently prior to commencement of this MoU (Background IP)
- 10.3 The Intellectual Property Rights that arises as a result of research projects under this MOU shall jointly vest with HPCL and RGIPT, the extent of ownership being equal and undivided. On behalf of the Parties, HPCL shall file, prosecute and maintain all IP applications in India and Foreign countries.
- 10.4 However, decision for patent filing /prosecution in foreign jurisdictions shall be taken jointly by both Parties.
- 10.5 In all cases of filing of IPR applications within India and in foreign countries, the expenditure incurred in the filing, prosecution and maintenance of said IPR, including official fees and attorney fees, shall be equally shared by the Parties. The decision for filing /prosecution in different jurisdiction shall be taken jointly by Parties. The ownership of such IPR in foreign countries shall also vest with HPCL and RGIPT jointly. The supervisor/co-supervisors and the HPRGI Research Fellow shall be considered as inventors for such IPR.
- 10.6 All reimbursements/payments relating to activities mentioned in this Clause 10 shall be made by RGIPT to HPCL within 30 days of submission of invoices by HPCL. The said



- invoices shall be raised by HPCL on yearly basis.
- 10.7 In case, any Party does not wish to be recorded as co-owner/joint applicant in any IPR application filed in India or any corresponding application(s) filed in foreign jurisdictions (Disinterested Party), such Disinterested Party agrees to assign all its rights under such IP application(s) to the Interested Party. The Disinterested Party shall provide a written notice of relinquishment of its rights under such IP applications to the Interested Party upon being conveyed, Interested Party's intention of filing the IP application and the destination countries. The expenditure incurred for applying, securing, defending and maintaining such IP shall be borne by the Interested Party. Scientists from both the Parties will be recorded as inventors for such IP applications. Further, the Disinterested Party also agrees to provide such assistance to the Interested Party as may be necessary in the process of filing and prosecuting such IP applications, including having assignments executed by its inventors in favor of the Interested Party, providing technical information for drafting specifications etc.
- 10.8 Similarly, all expenditure incurred for valuation, identification of potential licensees, execution of licensing agreement etc. and commercialization of technology shall be equally shared by the Parties
- 10.9 HPCL and RGIPT shall have equal right in the earning on account of licensing / commercialization of technology.
- 10.10 In case an IP has the potential for commercialization then HPCL shall have first right of refusal for commercialization of the patent technology arising out of the Research Project. In the event HPCL is not interested to commercialize, the technology can be licensed to 3rd party on terms and conditions agreed by HPCL and RGIPT. The revenue generated will be shared equally between Parties.
- 10.11 Any publication (including the PhD thesis) arising out of the research project shall require prior approval of HPCL. Such approval shall be considered by HPCL on priority and conveyed the decision within four weeks from the date of receiving the full paper.
- 10.12 Publication related to any research work shall be in the name of HPRGI Research Fellow along with team members of HPCL and RGIPT. It shall be responsibility of the Supervisor/co-Supervisor to seek approval of HPCL, in writing; at least thirty (30) days prior to submission of a publication (including PhD thesis) along with a copy of the proposed publication to HPCL. If HPCL considers that the proposed publication includes a disclosure that could jeopardize measures to protect Intellectual Property rights or Confidential Information, then HPCL shall ask HPRGI Research Fellow, Supervisor and Co-supervisor to revise the proposed publication to remove Confidential Information, or delay publication in order to seek registered Intellectual Property protection. A delay imposed on submission for publication shall not last longer than is absolutely necessary to seek the required protection and shall not in any case exceed 6 months from the date of receipt of the proposed publication. The obligations of this clause shall survive even after termination or expiry of this MoU.
- 10.13 Names of authors/co-authors shall be mutually decided by Supervisor and Co-supervisor
- 10.14 The Supervisor involved in the Research Project on behalf of RGIPT shall not use or disclose or make available the Confidential Information of HPCL to any Third Party, in their work with such Third Party separately in the Research Project or for any proposal or assignment thereto.

11.0 CONFIDENTIALITY OF TECHNICAL INFORMATION

11.1 Definitions:

- a. "Confidential Information" means any and all data, reports, records, correspondence, notes, compilations, studies and other information including Technical Information and



other patent protected information disclosed directly or indirectly by one Party or any of their representatives, agents, consultants or advisers to another Party and/or any of their representatives, agents, whether such information is disclosed orally, in writing, in machine readable form or by any other means, regardless of whether such information is identified as confidential, and includes, without limitation, any information ascertainable by inspection by one Party or its representatives of the premises or business of another Party.

b. "Disclosing Party" means RGIPT when disclosing Confidential Information to HPCL and HPCL when disclosing Confidential Information to RGIPT.

c. "Permitted Recipients" means director, officer, employee, junior research fellow or consultant of the Receiving Party who have a need-to-know Confidential Information in pursuance of this MoU.

d. "Receiving Party" means HPCL, when receiving Confidential Information from RGIPT and RGIPT when receiving Confidential Information from HPCL.

11.2 OBLIGATIONS OF CONFIDENTIALITY AND RESTRICTIVE USE

Unless otherwise agreed between the Parties, the Receiving Party shall:

- a) not disclose any Confidential Information to anyone except to the Permitted Recipients, subject to the Permitted Recipients being bound by the obligations of confidentiality as contained in this MoU;
- b) use all Confidential Information exclusively in furtherance of this MoU but without prejudice to the generality of the foregoing, the Receiving Party shall not make any commercial use thereof or use the same for the benefit of itself or of any third party other than pursuant to this MoU or as agreed by the Parties in the future.
- c) keep confidential and hold all Confidential Information with no less a degree of care as is used for the Receiving Party's own confidential information provided that such care meets at least reasonable standards of prudence.
- d) Inform the Disclosing Party immediately if the Receiving Party becomes aware that Confidential Information has been disclosed or come into the possession of an unauthorized third party.
- e) Not to publish any articles relating to the confidential information without obtaining the Disclosing Party's prior written permission.

11.3 EXCLUSIONS FROM OBLIGATIONS TO KEEP CONFIDENTIAL AND RESTRICTIVE USE

The obligations to keep confidential all Confidential Information as specified above shall not apply to the extent that the Receiving Party can prove that any of that information:

- a) is at the time of disclosure generally available to the public through no breach of this MoU by the Receiving Party.
- b) is lawfully obtained by the Receiving Party from a third party without an obligation of confidentiality, provided that to the knowledge of the Receiving Party, such third party is not in breach of any obligation of confidentiality to the Disclosing Party, relating to that information.
- c) is developed by the Receiving Party independently or jointly with a third party(ies) without resort to the disclosed Confidential Information.
- d) is already in the possession of or known to the Receiving Party prior to the date



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- hereof or not otherwise subject to obligations of confidentiality.
- e) approved for release or use by written authorization of the Disclosing Party; or
 - f) required to be disclosed by any law, judicial order or any regulation or rule of any governmental, supervisory or regulatory authority.

11.4 NO LICENCE OR OWNERSHIP

Nothing in this MoU shall affect any rights that the Disclosing Party may have in relation to the Confidential Information, neither shall this MOU provide the Receiving Party with any right or license under any patents, copyrights, trade secrets, or the like in relation to the Confidential Information.

11.5 REMEDIES IN CASE OF BREACH

In addition to any remedies under the applicable law, each Party recognizes that any breach or violation of the confidentiality obligations under this MoU by it may cause irreparable harm which monetary compensation may not necessarily remedy, and which damages will be difficult to ascertain. Therefore, upon any actual or impending violation of the confidentiality obligations under this MoU, the Parties may obtain, in addition to, and without limiting, any other remedy or right it may have, from any court of competent jurisdiction, a preliminary, temporary, or permanent injunction, restraining or enjoining that violation by the other Party or any entity or person acting in concert with that Party.

11.6 RETURN OF CONFIDENTIAL INFORMATION

In case of early termination of this MoU, Parties may request for the return or disposal of the Confidential Information within ninety (90) days of such termination. Disposal means execution of reasonable measures to destroy all copies including electronic data. Destruction shall be confirmed in writing. Disposal shall be affected within thirty (30) days of the request being made.

11.7 OBLIGATIONS TO CONTINUE

The obligations of Receiving Party as set forth in this Clause 6 shall remain in effect for a period of 10 years from the Effective Date.

12.0 FORCE MAJEURE

12.1 No failure, delay or omission by either Party to fulfil any of its obligations under the Agreement (other than the obligation to make payments when due and obligation to maintain confidentiality) shall give rise to any claim against such Party or be deemed to be a breach of an Agreement if and to the extent such failure, delay or omission arises from any of the following events not within the reasonable control of such Party (each an event of "Force Majeure").

12.2 Force majeure mean any acts beyond the reasonable control of a Party and shall include (but not be limited to) acts of God, war, flood, earthquake, industrial strike, epidemic, riots and civil disturbances, terrorist invasions, compliance with the laws with which Parties are obliged to comply (except where such non-compliance is caused by Willful Misconduct of Party) and order of any government and/or authority. If the force majeure conditions continue beyond 6(six) months, the Parties shall jointly decide about the further course of action.

A Party whose performance of its obligations under this Agreement is delayed or prevented by Force Majeure shall:



- a) as soon as practicable notify the other Party of the nature, extent, effect, and likely duration of the circumstances constituting Force Majeure.
- b) use all reasonable endeavors to minimize the effect of the Force Majeure on its performance of its obligations under this Agreement without incurring material additional expense; and
- c) forthwith after the cessation of the Force Majeure, notify the other Party thereof and resume full performance of its obligations under this Agreement.

13.0 GENERAL PROVISIONS

13.1 AMENDMENTS

No amendment or modification of this MoU shall be valid unless the same is made in writing and signed by the authorized representatives of both the Parties.

The modification/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

13.2 ASSIGNMENTS

The rights and liabilities of any Party to this MoU shall not be assigned except with the prior written consent of the other Party, and subject to such terms and conditions as may be mutually agreed upon.

No assignment shall be valid until the assignee has assumed all of the rights and obligations of the assignor under this MoU.

13.3 Invalidity of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

13.4 (i) The addresses of the Parties hereto are as follows:

Hindustan Petroleum Corporation Ltd.	Rajiv Gandhi Institute of Petroleum Technology
Hindustan Petroleum Company Limited, Petroleum House, 17, Jamshedji Tata Road, Churchgate, Mumbai-400 020	Rajiv Gandhi Institute of Petroleum Technology, Jais, Amethi-229304, Uttar Pradesh

(ii) Notices and written statements required hereunder shall be deemed effective on date of dispatch by mail or courier to the above address.

Facsimile message/email shall be confirmed by hard copy in original sent by mail or courier and shall be deemed effective from date of such dispatch.

13.5 Nothing in this MoU shall be construed as creating the relationship of principal and agent or the formation of a partnership between HPCL and RGIPT.



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- 13.6 Notwithstanding anything contained herein under this MoU, either Party makes no representations, extends no warranties, either express or implied, and assumes no responsibility whatsoever under this MOU with respect to the Process Technology(ies), Intellectual Property Rights or improvements other than those contained in this MoU.
- 13.7 Neither Party shall be responsible/indemnify each other for Property damage or bodily injury or death to any employee or personnel of the other, its client(s) and/or any Third Party arising during the execution of this MoU.
- 13.8 In no event shall Parties be liable for special or consequential or indirect damages including but not limited to, loss of profits and loss of use.
- 13.9 This limitation shall apply whether the cause of action relates to this MoU or arises out of the use or application of the Joint Technology, Technical Information, Intellectual Property Rights, Improvements and other assistance provided by either Party under or pursuant to this Agreement and shall apply regardless of the legal theory of Tort, Contract or otherwise applicable

14.0 EFFECTIVE DATE

The effective date shall mean the date this MoU shall be deemed to have come into force. This MOU shall be effective from the date of signing.

However, HPRGI Research Fellows enrolled at RGIPT under this MoU and working at RGIPT / HPCL will continue to carry out research activities and get fellowship, as applicable, till submission of thesis or completion of 4 years (extendable by another year) from the date of joining, whichever is earlier and the parties will continue to provide the financial and in-kind support set out in this MoU to such HPRGI Research Fellows. Any extension of the fellowship for the 5th Year will be subject to prior approval by Director (HR).

15.0 TERM AND TERMINATION

- 15.1 This MoU will remain valid till 1st July 2025 starting from date of signing MoU and may be continued thereafter, if mutually agreed after suitable review and agreement. Violation of any terms of this agreement will result in termination of the agreement.
- 15.2 Termination of this MoU pursuant to this clause 15.1, will not prejudice obligation of the Parties including the facilities provided (as per Clause 6.0) to HPRGI Research Fellows enrolled at RGIPT at the date of termination and the parties will continue to provide the financial and in-kind support as per Clause 14 to such HPCL RGIPT Research Fellows.

16.0 DISPUTE RESOLUTION

Should there be a dispute relating to any aspect of the MoU, remaining unresolved at the level of Director (HR) HPCL and Dean (R&D)-RGIPT, shall be referred to CMD, HPCL and Director, RGIPT, who shall jointly resolve the dispute in a spirit of mutual respect and shared responsibility.



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17.0 SIGNATURES OF PARTIES

The Agreement has been executed in two originals; one of these has been retained by HPCL and RGIPT.

IN WITNESS WHEREOF THE DULY AUTHORISED OFFICERS OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.


For and on behalf of

For and on behalf of

Hindustan Petroleum Corporation Limited

Rajiv Gandhi Institute of Petroleum Technology

Signature: 

Signature:  22/7/22

Name: Sapana Srikanth

Name: Prof. A.S.K. Sinha

Title: GM – Capability Building

Title: Director (RGIPT)



Witnesses:

Signature: 

Signature: 

Name: Odile J. Soreng

Name: SANJAY KUMAR IKAR

Title: Asst. Manager - Capability Building

Title: DEAN, FACULTY AFFAIRS

Utilization of Contingency Grant – General Guidelines

Any expenditure towards contingency grant shall have to be approved by the co-guide/guide

Utilization of contingency grant is allowed for the following purposes:

- I. Acquisition of books and documents of relevance to the research topic provided these are not available in the library of the CSIR/host University/Institute/Hindustan Petroleum
- II. Towards meeting actual train fare and DA during tours required as a part of research work as per CSIR-NET scheme guidelines
- III. Chemical/consumable items required for the research work, while working at CSIR
- IV. Photographic materials for research or thesis work.
- V. Computation charges.
- VI. Reprints/ Off- print of research papers.
- VII. Postal charges
- VIII. Registration fee for attending conference in India and abroad.
- IX. Contingency grant can be utilized for registration of Ph. D and submission of thesis.
- X. Comprehensive Medclaim Policy for Self for Rs 3 lakhs while working at Hindustan Petroleum /Host institute.
- XI. Any other purpose recommended by Guide/Co-Guide and approved by Director (HR), Hindustan Petroleum.

Contingent grant cannot be utilized for:

- i. Foreign travel or other expenses for visit abroad,
- ii. Stationery items such as: pen, pencils, folders, file covers, carbon papers etc. and furniture items.

