

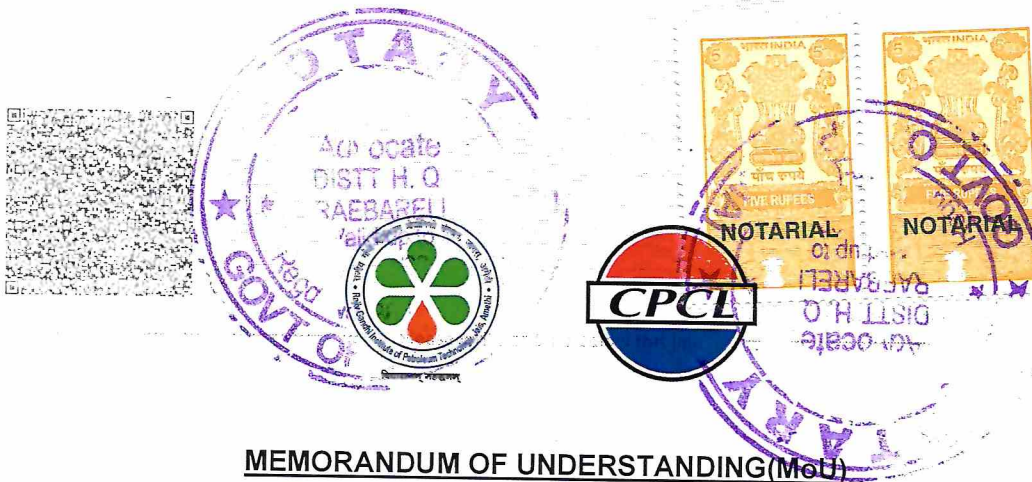


INDIA NON JUDICIAL
Government of Uttar Pradesh

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Certificate No. : IN-UP05861534780584V
Certificate Issued Date : 11-May-2023 02:20 PM
Account Reference : NEWIMPACC (SV)/ up14350604/ RAEBARELI SADAR/ UP-RAB
Unique Doc. Reference : SUBIN-UPUP1435060406213374778185V
Purchased by : R G I P T JAIS AMETHI
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : R G I P T JAIS AMETHI
Second Party : Not Applicable
Stamp Duty Paid By : R G I P T JAIS AMETHI
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding ("MoU") is executed and entered into at on this the 04th day of July, 2023

BETWEEN:

M/s Chennai Petroleum Corporation Limited., a Company duly registered in India under the provisions of the Companies Act, 1956 as amended from time to time and having its Registered Office at No. 536, Anna Salai, Teynampet, Chennai – 600018. (hereinafter referred to as "**CPCL**"), which expression unless repugnant to the context shall mean and include its successors-in-interest and permitted assigns, of the **ONE PART**: -

AND

M/s Rajiv Gandhi Institute of Petroleum Technology, an Institute of National Importance, incorporated through an Act of Parliament, namely "Rajiv Gandhi Institute of Petroleum Technology Act 2007" located at Jais, State of Uttar Pradesh (UP), with two Centers one at Bengaluru and one at Sivasagar Assam (hereinafter referred to as "**RGIP**"), which expression unless repugnant to the context shall mean and include its successors and permitted assigns, of the **OTHER PART**.

NOTARY

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"Party" shall mean either CPCL or RGIPT as appropriate in the context of this MoU. "Parties" shall mean CPCL and RGIPT jointly as appropriate in the context of this MoU.

RECITALS:

WHEREAS CPCL is a subsidiary of M/s. Indian Oil Corporation Limited (a Central PSU) and is presently owning and operating a Refinery with a capacity of 10.5 MMTPA at Manali in Tamil Nadu. CPCL is also acting as 'Mother Industry' in Chennai, Manali region by supplying various raw materials to the chain of downstream industries producing various petrochemical products. Further, CPCL along with Indian Oil Corporation Limited is implementing a 9.0 MMTPA Cauvery Basin Refinery & Petrochemicals Project (CBRPL) at Nagapattinam in Joint Venture (JV) mode. CPCL also actively forays into the opportunities to diversify towards production of sustainable fuels, petrochemical and/or speciality chemicals businesses.

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 Sectors.

WHEREAS in the circumstances CPCL and RGIPT have mutually agreed to collaborate for the promotion of education, research and innovation of efficient human resources under which it was decided by the parties to give opportunities to the qualified CSIR-NET/GATE students to pursue their Ph.D. work under the joint supervision of RGIPT and CPCL on the topics of mutual interests.

WHEREAS to achieve this sublime objective, CPCL and RGIPT have mutually negotiated and have agreed to the following terms and conditions for the above said purpose to collaborate in future.

NOW THEREFORE THIS MoU WITNESSETH 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 CPCL & RGIPT have mutually agreed to conduct research works. The preliminary list of mutually agreed broad research areas includes the following, which is subject to change and/or alter and/or add more areas after mutual discussions and agreement thereto:

- a. Chemistry including synthetic and analytical chemistry
- b. Polymer Science/Technology
- c. Chemical Engineering
- d. Mechanical Engineering
- e. Biotechnology
- f. Nanotechnology
- g. Alternate / Renewable Energy Sources

h. Green Hydrogen

i. Carbon Capture, Utilization and Storage

j. Corrosion Engineering

k. Intellectual Property, Innovation, Entrepreneurship

Seen & Attached before me by
Shri.
identified by Shri.
who is Personally known to me or
..... or in my office
the contents of this has been read over and
understood by the
Dist. Rng Barot

Advocate/Notary
Rng Barot

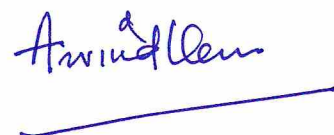
- I. Project Management
 - m. Any other areas of mutual interest to be decided by the parties during the term of the agreement
 - ii. "Third Party" means any person(s) or entity(ies) other than the Parties to this MoU.
 - iii. "Technical Information" means designs, drawings, proprietary data, process, know-how 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 trademark(s), patent(s), copyright(s), design(s) and other intellectual property rights whatsoever (whether registerable or not) with respect to the developed technology(ies) and/or any improvement(s) thereof.
 - v. "Background Intellectual Property" shall mean any or all Intellectual Property rights including patents, patent applications, copyright, trademarks and/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 THIS 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 "CPCL-RGIPT (CPRGI) Research Fellows") for undertaking Ph.D., research work on a topic of mutual interest. The fellow may work either at CPCL and/or at RGIPT as per the need basis.
- 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 may work either at CPCL and/or at RGIPT as per the need basis.
- 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 via appropriate means.
- vi) To offer mentorship programs for undergraduate students (Short / Long term projects).
- vii) To allow scientists/ officers employed at CPCL to carry out Ph.D., at RGIPT, as per the ordinance governing Ph.D., program of RGIPT.
- viii) Any other objective promoting these causes as mutually agreed between the Parties.

3.0 SELECTION OF Ph.D. RESEARCH FELLOWS

CPRGI Research Fellow for Ph.D., shall be selected as per RGIPT selection criterion adopted by respective Departments/Centers/Schools in consultation with CPCL.



4.0 Ph.D. RESEARCH FELLOWS under CPCL-RGIPT MoU

- 4.1 RGIPT will facilitate registration of CPRGI Research Fellows willing to undertake Ph.D. in their Institute. All applicable fee(s) for registration etc. at RGIPT shall be paid by the CPRGI Research Fellow as per the prevailing rules of RGIPT.
- 4.2 The Ph.D., registration of the selected CPRGI 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 CPCL 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 CPRGI Research Fellow under this MoU. However, CPCL shall provide additional 25% higher fellowship amount (compared to prevailing CSIR-NET/DST fellowship rates) to the CPRGI Research Fellow.
- 4.5 Maximum 2 (Two) Ph.D., students every year shall be engaged to pursue their Ph.D. work as per terms & conditions defined in this MoU as CPRGI Research Fellow.
Action to enroll a candidate under the scheme shall be initiated by RGIPT only after getting clearance as per clause 5.0 of this MoU.
- 4.6 The registered CPRGI Research Fellow shall complete the course work and attend classes as per the rules of RGIPT.
- 4.7 The registered CPRGI Research Fellow will be carrying out research either at CPCL or at RGIPT as per the need of the project as mutually agreed to by the supervisor/co-supervisor respectively.
- 4.8 The supervisor/co-supervisor from RGIPT/CPCL shall be responsible for monitoring the progress in the project and jointly reporting to CPCL for release of fellowship.
- 4.9 In case, the CPRGI Research Fellow leaves in between without completing the Ph.D. research work, RGIPT shall inform the same to CPCL immediately.
- 4.10 The CPRGI Research Fellow shall not have any kind of lien whatsoever nature to seek for absorption into the services of CPCL.
- 4.11. The broad criteria for engaging the above mentioned Engineering candidates for Ph.D. shall be as follows:
 - a) If the qualifying degree of the student is M.E./ M.Tech., the candidates ought to have joined said Masters Programme through the Graduate Aptitude Test in Engineering (GATE) qualification.
 - b) GATE score shall not be more than 5 years old and the candidate shall not have yet registered anywhere for his / her Ph.D. to avail the fellowship.
 - c) The minimum CPI/CGPA in M.E./M.Tech., shall be at least 7.5 on a 10-point scale or equivalent.





d) If the qualifying degree is Integrated M.Tech., from an Indian Institute of Technology (IIT) with minimum CPI/CGPA of 8.0 on a 10-point scale, the said student is exempted from requirement of GATE score.

e) Selected candidates shall be considered as Senior CPRGI Research Fellow (SRF) and shall receive emoluments as applicable to SRF for a period of up to 5 years or till completion of Ph.D., whichever is earlier.

5.0 PROJECT IDENTIFICATION AND APPROVALS

5.1 The project work to be carried out by the CPRGI Research Fellow shall be jointly identified by supervisor/co-supervisors from RGIPT and CPCL within the identified areas of research.

5.2 The supervisor/co-supervisor from RGIPT and CPCL shall jointly submit a detailed project proposal to Director (O), CPCL for approval, whose decision shall be final.

5.3 The approval by Director (O), CPCL for the CPRGI Research Fellow is conditional, subject to signing of a Confidentiality and Non-Disclosure Agreement by the Research Fellow with CPCL immediately upon joining the project at CPCL.

6.0 FELLOWSHIP PAYMENT

6.1 Only the candidates who have qualified CSIR/UGC-NET/GATE at national level test shall be eligible to be CPRGI Research Fellow.

6.2 CPCL shall offer additional 25% higher fellowship amount (compared to prevailing CSIR-/NET / DST fellowship rates) to the selected CPRGI Research Fellow.

6.3 The monthly additional fellowship amount payable directly to CPRGI Research Fellow by CPCL shall be in the following manner:

S. No.	Description	Benefits payable
1	Current Fellowships rates by UGC/CSIR/DST # payable by CPCL	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 and as per location of station, including additional 25% of the base fellowship will be payable by CPCL (For example: if HRA is @24% of the base fellowship including additional 25%, the HRA comes out to be Rs. 9,300/- for JRF and Rs. 10,500/- for SRF). However, no HRA will be admissible to the CPRGI Research Fellow, if CPRGI Research Fellow is availing the hostel facility of RGIPT or that of CPCL.

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S. No.	Description	Benefits payable
4.	Contingency Grant (JRF & SRF)	Rs. 20,000/- (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 Medclaim 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 CPCL to CPRGI Research Fellow per month + Contingency on yearly basis	To JRF (Rs. 38,750 + Rs. 9,300 = Rs 48,050 pm) To SRF (Rs. 43,750 + Rs. 10,500 = Rs. 54,250 pm) Plus, Rs. 20,000 as contingency per year
6	Conversion of JRF to SRF	For B.Tech./M.Sc., holders joining Ph.D., program, after completion of 2 years of JRF, fellowship applicable to SRF may be paid as per above. However, M.Tech., holders joining Ph.D., program may be taken as SRF.
7	Tenure of Fellowship/Ph.D., 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 (O), CPCL. 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 CPRGI Research Fellows directly by CPCL 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 CPCL. Annual Premium corresponding to Medclaim Policy of Rs. 3,00,000/- (Rs Three Lakh only). Premium amount will be paid from contingency grant against submission of documents.
11	Progress Report	As per norms of RGIPT and CPCL.

At present, amount of CPRGI -JRF and CPRGI-SRF is Rs. 31,000/- and Rs. 35,000/-per month respectively, as per CSIR/DST Guidelines. The fellowship amount applicable to CPRGI Research Fellow shall stand revised as and when the same is revised by CSIR/DST i.e., revised Jr. CPRGI Research Fellows (JRF) and Sr. CPRGI 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 either at CPCL and/or at RGIPT, depending upon the availability of facilities.
- 7.2 The Supervisor from RGIPT and the co-supervisor from CPCL shall ensure arrangement and availability of all the infrastructure and research facilities at their respective places to carry out the research project. They shall also be responsible for the progress of the research project, needs and attendance of the CPRGI Research Fellow and other issues at respective places.

8.0 PERFORMANCE EVALUATION

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

9.0 M. TECH., STUDENTS

- 9.1 RGIPT shall send M.Tech., students limited to 2 per year from the disciplines as mentioned in 2.0(iii), to carry out their major M. Tech., project work at CPCL.
- 9.2 The M. Tech., students 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 (O), CPCL.
- 9.4 M. Tech., students shall not have any kind of lien of whatsoever nature to seek for absorption into the services of CPCL.
- 9.5 M. Tech. students should have their own fellowship / and no fellowship will be paid by CPCL to M. Tech Students.
- 9.6 CPCL will accept maximum of 2 (two) M.Tech., students per year subject to approval of the Director (O); CPCL.

10.0 INTELLECTUAL PROPERTY RIGHTS (IPR)

- 10.1 The following clauses (10.2 to 10.11) are applicable only if the CPRGI Research Fellow is registered at RGIPT and the project is jointly identified by a supervisor from RGIPT and co-supervisor from CPCL.
- 10.2 Parties shall retain ownership of all Intellectual Property rights, developed and/or acquired by either Party independently prior to commencement of this MoU (Background IP).
- 10.3 The Intellectual Property Rights that arise and/or accrue out of the research projects under this MoU shall be jointly vest with CPCL and RGIPT and, the extent of ownership shall be equal and undivided. On behalf of the Parties, CPCL shall file, prosecute and maintain all IP applications and related proceedings including legal, if any, in India and Foreign countries.
- 10.4 However, decision to file and/or prosecution relating to Patent of any work(s) before the authorities and legal, if any, in Foreign Countries / Jurisdictions shall be taken jointly by both the 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 the Parties. The ownership of such IPR in foreign countries shall also vest with CPCL and RGIPT jointly. The supervisor/co-supervisors and the CPRGI 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 CPCL within 30 days of submission of invoices by CPCL. The said invoices shall be raised by CPCL 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 expenditures 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 CPCL and RGIPT shall have equal rights in the earning on account of licensing / commercialization of technology.
- 10.10 In case an IP has the potential for commercialization, then CPCL shall have first right of refusal for commercialization of the patent technology arising out of the Research Project. In the event of CPCL is not interested to commercialize, the technology can be licensed to 3rd party on terms and conditions agreed by CPCL and RGIPT. The revenue generated will be shared equally between the parties.
- 10.11 Any publication (including the Ph.D., thesis) arising out of the research project shall require prior approval of CPCL. Such approval shall be considered by CPCL 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 CPRGI Research Fellow along with team members of CPCL and RGIPT. It shall be the responsibility of the Supervisor/co-Supervisor to seek approval of CPCL, in writing; at least thirty (30) days prior to submission of a publication (including Ph.D., thesis) along with a copy of the proposed publication to CPCL. If CPCL considers that the proposed publication includes a disclosure that could jeopardize measures to protect Intellectual Property rights or Confidential Information, then CPCL shall ask the RGIPT 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 CPCL 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, correspondences, 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 CPCL and CPCL when disclosing Confidential Information to RGIPT.
- c) "Permitted Recipients" means director, officer, employee, CPRGI 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 CPCL, when receiving Confidential Information from RGIPT and RGIPT when receiving Confidential Information from CPCL.

11.2 OBLIGATIONS OF CONFIDENTIALITY AND RESTRICTIVE USE:

Unless otherwise agreed to 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 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 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 LICENSE 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 11.2 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:

Chennai Petroleum Corporation Limited	Rajiv Gandhi Institute of Petroleum Technology
Chennai Petroleum Corporation Limited, No. 536, Anna Salai, Teynampet, Chennai – 600018. Attn: Dr.M. Lavanya General Manager (R&D) Email: lavanya@cpcl.co.in	Rajiv Gandhi Institute of Petroleum Technology, Jais, Amethi, Uttar Pradesh – 229304. Attn: Dean, Research Development or His/ Her Nominee Email: dord@rgipt.ac.in

(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 CPCL and RGIPT.

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, CPRGI Research Fellows enrolled at RGIPT under this MoU and working at RGIPT / CPCL 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 CPRGI Research Fellows. Any extension of the fellowship for the 5th Year will be subject to prior approval by Director (O), CPCL.

15.0 TERM AND TERMINATION

- 15.1 This MoU will remain valid for a period of 4(four) years 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 CPRGI 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 CPCL RGIPT (CPRGI) Research Fellows.

16.0 DISPUTE RESOLUTION

Should there be a dispute relating to any aspect of the MoU and/or difference relating to the interpretation and application of any Clause of this MoU, remaining unresolved at the level of General Manager (R&D), CPCL and Dean RGIPT, then the same shall be referred to Director (O), CPCL and Director, RGIPT, who shall jointly endeavor to resolve the dispute in a spirit of mutual respect and shared responsibility. If either party is dissatisfied with the decision, the dissatisfied party may require by a notification that the dispute be referred to arbitration in terms of provisions of the Arbitration and Conciliation Act, 1996.

17.0 SIGNATURES OF PARTIES

The Agreement has been executed in two originals; one of the original has been retained by CPCL and the other original retained by RGIPT.

IN WITNESS WHEREOF THE DULY AUTHORISED OFFICERS OF THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE PRESENCE OF WITNESSES:

For and on behalf of

Chennai Petroleum Corporation Limited

Signature: Arvind Kumar

Name: Arvind Kumar

Title: Managing Director, CPCL

Witnesses:

Signature: G. Sankar

Name: Sankar Gunasekaran

Title: General Manager (PJ & New Energies)

For and on behalf of

Rajiv Gandhi Institute of Petroleum Technology

Signature: A.S.K. Sinha

Name: Prof. A.S.K. Sinha

Title: Director (RGIPT)

Signature: M.S. Balathanigaimani

Name: Dr. M.S. Balathanigaimani

Title: Dean (R&D)

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 host University/Institute/CPCL
- II. Towards meeting actual train fare and DA during tours required as a part of research work as per CSIR-NET/DST scheme guidelines
- III. Chemical/consumable items required for the research work, while working at host University/Institute/CPCL
- 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 Mediclaim Policy for Self for Rs 3 lakhs while working at CPCL/Host University.
- XI. Any other purpose recommended by Guide/Co-Guide and approved by Director (O), CPCL.

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.

