

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**INDIAN OIL CORPORATION LTD., HALDIA REFINERY**

**AND**

**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 18<sup>th</sup> day of November 2022 by and between:

**INDIAN OIL CORPORATION LTD.**, HALDIA REFINERY an existing central public sector undertaking under the Ministry of Petroleum and Natural Gas, Government of India having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai, Maharashtra-400051 and Administrative Office and Refinery Unit at Haldia, PO Haldia Oil Refinery, Dist. Purba Medinipur, West Bengal-721606 (hereinafter referred to as "**HR, IOCL**"), (which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) of the **First Party**;

AND

**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR**, an "Institute of National Importance" under the Ministry of Education, Government of India, vide NIT Act 2007, having its main campus and administrative office at Mahatma Gandhi Avenue, Durgapur, West Bengal, India (hereinafter referred to as the "**NITD**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **Second Party**, for the purpose of achieving the various aims and objectives relating to the proposed joint activity.

WHEREAS **HR, IOCL** and **NITD** are desirous to enter into a MOU between them, setting out the working arrangements that each of the parties agree are necessary to complete **various mutually beneficial objectives**.

### 1. PURPOSE:

The purpose of this MOU is to provide "Industry-Academia Collaboration" through an effective partnership between Haldia Refinery, IOCL and NIT Durgapur under framework for various joint activities to be undertaken by **HR, IOCL** and **NITD**.

## 2. AREAS OF COLLABORATION:

The parties agree to collaborate in the following areas/domains:

### a) Development of a mutually agreed framework for

- i. Internship of NIT Students and industrial visits of NIT students at Haldia Refinery on regular basis
- ii. Faculty support from NITD for training programs for IOCL employees at Haldia as per the requirements of HR, IOCL
- iii. Faculty support from Technical Experts of Haldia Refinery, IOCL at NIT Durgapur as visiting industrial experts as per the requirements of NITD
- iv. Providing scope for research by faculties of NIT-DGP for mutually beneficial objectives

### b) Development of mutually agreed system for

- i. Providing technical support/solutions by NITD for various requirements of Haldia Refinery, IOCL

## 3. OBLIGATION OF THE PARTIES:

The parties acknowledge that no contractual relationship is created between them by this MOU, but agree to work together to ensure that there is a united visible and responsive leadership towards mutually beneficial objectives under mutually agreed framework and system by means of the following.

## 4. CO-OPERATION:

The activities and services for the mutually agreed objectives shall include, but not limited to:

### a) Services to be rendered by HR, IOCL include:

- i. Financial aid shall be provided by HR, IOCL for any activity based on the requirements of HR, IOCL as per the mutually agreed terms/system.
- ii. HR, IOCL may depute appropriate personnel to participate in the activities, as per mutual agreement/system.
- iii. HR, IOCL shall share its facilities, unavailable in the Institute, for carrying out the experimental and computational works necessary for activities as per mutual agreement/system.
- iv. HR, IOCL and NIT DGP will share technical know-how which may be deemed necessary for activities, and will be limited for the purpose of the activities as per mutual agreement/system.

### b) Services to be rendered by NITD include:

- i. NITD shall complete the activities in the said items and deliver the Product to HR, IOCL as per the objective and schedule agreed upon and defined in as per mutually agreed terms/system.



- ii. During the term of any activity to be taken up under this MoU or any of its extensions thereof as per mutually agreed terms/system, NITD personnel participating in such activity shall not involve themselves in any research activity sponsored or supported or commissioned by one or more commercial or commercially associated party other than the HR, IOCL or its Affiliate if the research activity is substantially the same in scope, objective and content as pursued in the Activity in which the NITD personnel are participating.
- iii. NITD shall comply with all the applicable laws and regulations for executing Activity pursuant to this understanding.
- iv. NITD will also share its facilities, unavailable in HR, IOCL, for carrying out the experimental and computational works necessary for the Activity as per the mutually agreed terms/system.

#### 5. FINANCIAL AND OTHER ARRANGEMENTS:

- a) The consideration payable to NITD for any mutually agreed activity and the schedule of payment thereof would be as defined and finalized in a separate agreement not withstanding to this MoU.
- b) Sharing of ownership and commercialization right with related to the Intellectual Property generated under any mutually agreed activity shall be dealt in a separate agreement.

#### 6. SECRECY:

Both HR, IOCL and NITD shall maintain secrecy of all the Confidential information shared with the other party, and all other findings related to investigations/analysis/testing's with regard to **any mutually agreed activity** and shall not disclose the same to any other party.

As used in this Agreement, "Confidential Information" shall be deemed to mean and include all information (on whatever medium stored) disclosed by disclosing party (including its officers/employees/advisors) to the Recipient, together with all notes, data, analyses, compilations, studies or other documents derived from or otherwise reflecting such proprietary, and confidential information, that may be disclosed by disclosing party (including its officers/employees/advisors) in the course of this discussion and marked or stipulated as being "Proprietary" "Confidential", "Strictly Private" etc., Such Confidential Information may include, without limitation, any and all technical and non-technical information related to the current, future, and proposed research, organization, operations, products and services of each of the parties, as well as that of its affiliates or customers or customers of its affiliates, including any proprietary information, secret information, research and development, financial information or research plans, procurement requirements, purchasing, manufacturing, customer and prospect lists, employee lists or employee related information, technical data or know-how, domain knowledge, prototype concepts, formulae, designs, specifications, research forecasts, sales and marketing plans.

During the tenure of the MoU, and thereafter for a period of 3 years both the parties undertakes on its behalf and on behalf of its employees / representatives / associates involved during and for the purpose of the understanding to maintain a strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged / generated during the project and for the purpose of or related to the project under this understanding. The receiving party will maintain the confidentiality of the Confidential Information of the disclosing party with at least the same degree





of care that it uses to protect and preserve its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The receiving party shall not disclose any of the disclosing party's Confidential Information to any employees/ staff or to any third parties except to the receiving party's employees/ staff, parent company and majority-owned subsidiaries (herein after referred to as Representatives) that have a need to know and that agree to abide by nondisclosure terms at least as comprehensive as those set forth herein. The receiving party confirms that the Representatives are aware of the undertakings and obligations set out in this Agreement and the Receiving party shall be responsible for the breach of any or all obligations by the Representatives.

Neither party shall alter, decompile, disassemble, reverse engineer, or otherwise modify the Confidential Information provided by the other party or any intangible or tangible objects that embody the Confidential Information used or shared under this MoU.

Title or the right to possess Confidential Information as between the parties will remain in the disclosing party. No rights are granted hereby, except as expressly stated, nor are any licenses under any patents or copyrights granted or to be implied by this Agreement. Neither party's Confidential Information may be copied except by express written permission of the other party.

The Receiving Party recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and that any use or disclosure of the Confidential Information other than as expressly authorized by this Agreement will be detrimental to the Disclosing Party, and may result in the Disclosing Party suffering substantial and irreparable loss and damage. Without affecting any other rights or remedies that any party may have, the Receiving Party acknowledges and agrees that due to the character of the Confidential Information to be made available hereunder, damages would not be an adequate remedy for any breach by it or any of its directors, officers, employees, agents or advisers of the provisions of this Agreement, and that the Disclosing Party will be entitled to the remedies of injunction, specific performance and others equitable relief for any threatened or actual breach of the provisions of this Agreement by the Receiving Party or any of its directors, officers, employees, agents or advisers and that no proof of special damage or special damages be necessary for the enforcement of this Agreement. Nothing contained in this paragraph shall, however, be construed as a waiver by the Disclosing Party of any other rights, including without limitation, rights to claim damages.

#### **7. LIABILITY:**

In no event shall either party have any liability to the other party, end users or any other third party, for any indirect, consequential, special, exemplary or punitive damages including damages for loss of profits whether foreseeable or unforeseeable, arising out of this MoU regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise and even if the party has been advised of the possibility of those damages.

#### **8. DISPUTE RESOLUTION:**

In the event of a dispute between the Parties in the negotiation of the final binding contract relating to any activity as per mutually agreed terms/system, a dispute resolution group will convene consisting of the Dean (R&C), NITD and the Executive Director & Refinery Head representing HR, IOCL whose decision will be final.



Any disagreement/difference of opinion/dispute between the parties regarding the interpretation of the provisions of this agreement or otherwise arising from this agreement and the activities undertaken under this agreement shall be resolved by mutual discussion and consultation by the dispute resolution group consisting of the Director, representing NITD and the Executive Director & Refinery Head representing HR, IOCL. If the dispute cannot be resolved by the said panel, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English, and the place of arbitration shall be Kolkata. The decision of the arbitrator shall be binding on both parties. The arbitral proceedings and examining the witness can also be performed virtually through modes of telecommunication or video conferencing.

**9. TERM, TERMINATION AND SURVIVAL:**

- a) This MoU shall commence on the Effective Date (the date of signing of this MoU) and continue in full force and effect unless terminated by the Parties in writing or five years from the Effective Date, whichever is earlier. Either Party may terminate this MoU at any time, with or without cause, by giving the other Party Thirty (30) days prior written notice. In such an event both Parties agree to fulfil their respective obligations which have accrued or arisen under the Annexure up to date of such termination.
- b) Within thirty (30) days after the termination of this MoU, each Party shall prepare all items of the other Party in its possession for shipment and shall promptly deliver such material/items to the other Party and shall erase all electronic copies of this or any other confidential information of the other Party. However, the ownership of any tangible asset created out of activity fund shall be mutually shared as per the terms decided for individual activity.
- c) Effective upon the termination of this MoU any permission as may have been granted to use the other Parties name, trademarks or trade names shall lapse. Termination of this MoU by either Party for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of the termination.

**10. NOTICES:**

All notices required or permitted to be given hereunder shall be in writing, shall make reference to this MOU, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed to the other Party's address set forth in the opening paragraph or at such addresses, as the other party may subsequently notify in writing.

**11. GOVERNING LAW:**

This MOU shall be construed in accordance with the Laws of India, and under the jurisdiction of the Courts in Kolkata.


**12. AMMENDMENT:**


Any addition, deletion and / or alteration to this MOU may be effected by writing. A document containing the additions, deletions and/or alterations, and signed by all Parties hereto, shall form an annexure to and be deemed to be a part of this MOU.

13. PRIOR MEMORANDUM SUPERSEDED:

This MOU and its Schedule and Annexure constitute the entire understanding among the Parties' and supersede all other representations, understandings or communication whether written or verbal, with respect to the subject matter hereof.

In witness thereof **NIT DURGAPUR** and **Haldia Refinery, IOCL** hereto cause this MOU to be executed by their duly Authorized representative on the day, month and the year first above written.

  
Signed for and on behalf of  
**Haldia Refinery**  
**Indian Oil Corporation Limited**


  
Signed for and on behalf of  
**National Institute of Technology**  
**Durgapur**

Name PARTHA GHOSH  
ED 2 RH

Name Prof. Anupama Banerjee  
DIRECTOR

WITNESS

a) Signature 

a) Signature  18/11/2022

Name G. K. SAHA

Name NILOTPAL BANERJEE

Address IOCL, Haldia

Address Professors ME  
NIT Durgapur

b) Signature 

b) Signature  18.11.22

Name D. Ranjith

Name Dr. K. C. Ghanta

Address IOCL, Haldia Refinery

Address Professor of chemical Engg.  
NIT Durgapur

इंडियन ऑयल कॉर्पोरेशन लिमिटेड  
INDIAN OIL CORPORATION LTD  
हल्दिया ऑयल रिफाइनरी  
HALDIA OIL REFINERY  
जिला- पूर्व मिदनापुर - 721 606  
DIST. EAST MIDNAPORE - 721 606

