

पश्चिम बंगाल WEST BENGAL

AG 587838



Memorandum of Understanding (MoU)

1. Parties

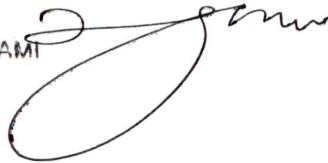
This Memorandum of Understanding (MoU) is entered into on this the 30th November day of 2022 by and between.

National Institute of Technology Durgapur, an Institute of National Importance (INI), constituted under the National Institutes of Technology, Science Education and Research Act, 2007, located at M G Avenue, Durgapur -713209 (hereinafter referred to as 'NITD' which expression shall, where the contexts so admits, include its successors and permitted assigns) of the ONE PART.

AND

Sl.No. 568 Date 09/07/2021
Name Roydhan NIT Durgam
Address
Valu of Stamp 108L Dm 09
Date of Purchase from Durgapur
Treasury 24 JUN 2021
ADSR Office Mankar, Burdwan

Vendeor ASIM KUMAR GOSWAMI
L.No.-1/97-98
Mankar, Burdwan



Haldia Petrochemicals Ltd., a Company within the meaning of Companies Act 2013, having its registered Office at Tower 1, Bengal Eco Intelligent Park (Techna) Block EM, Plot No 3, Sector V, Salt Lake PO: Bidhan Nagar, District: North 24 Paraganas Kolkata 700091, (hereafter referred to as '**HPL**' which expression shall, unless repugnant to the context, be deemed to include its successors and assigns) of the OTHER PART.

2. Preamble

NITD is a premier autonomous academic institute under the Government of India, Ministry of Education with highly qualified faculty members imparting quality higher technical and scientific education to the students and engaged in research in different disciplines of engineering, science, humanities and social sciences and management studies.

HPL is one of the integrated Petrochemical plant at Haldia committed to nation-building by producing high-quality products and by-products like polymers, chemicals etc.

3. Objective

The objective of this MoU is to create a platform of Industry-Academia collaboration for synergy between industry and academics, especially in the wake of Industry 4.0 revolution, in order to achieve organizational excellence in areas of mutual interest by facilitating interaction, innovation, research, application and training for effective sharing of knowledge and information.

4. Scope

This MOU is of generic nature to enable HPL and NITD to engage with each other for any of the following activities as per mutually agreeable terms and conditions to be finalized on case to case basis for which separate Memoranda of Agreements (MoAs) may be signed if required, including but not limited to:

1. Utilization of each other's facilities & expertise as per requirements
2. Joint Research & Development projects and field studies by NITD faculty and HPL personnel, including those involving innovation and creativity and leading to publications, patents, copyrights etc.



3. Professional consultancy by NITD faculty to solve industry related problems identified by HPL.
4. Benchmarking of processes and academics through meaningful mutual inputs.
5. Seminars, conferences, or workshops on topics of mutual interest involving participation of faculty/employee/experts of NITD and HPL.
6. Lectures by experts from HPL at NITD for NITD students and from NITD faculty at HPL for HPL personnel.
7. Inclusion of experts from HPL in academic committees at NITD.
8. Joint supervision / mentoring of Undergraduate/ Postgraduate/ Research Scholars of NITD for internships/ projects/ thesis at HPL.
9. Industry-based real-time projects for NITD students under joint supervision of NITD and HPL.
10. Exposure of NITD students to the environment in steel making industry and its allied challenges.
11. Vocational Training (VT) for B. Tech students of NITD at HPL. *(May please be noted that in HPL – the existing scheme is of max 2 weeks' duration and is called VACATION TRAINING – since it takes place during summer and winter vacation)*
12. Industrial visits of NITD students to HPL.
13. Training programmes / skill enhancement programmes for HPL personnel.
14. Admission of eligible and suitable HPL personnel to the PhD programme under category H (Professional Research Scholar from Industry) at NITD as per the prevailing PhD regulations of NITD.
15. Any other issues decided by HPL & NITD as and when required.

5. Role of NITD

1. Providing technical support for joint projects by utilizing the capacity in their Laboratories/Innovation Hubs and through visit to HPL premises.
2. Rendering specialized services for implementation of the projects identified by HPL - by intimating detailed scope of work, time frame and financial charges, nominating project team and coordinator, studying the problems, conducting site visits, collecting data, providing analysis and recommending possible solutions for evaluation by HPL before



acceptance and implementation or incorporating modifications and alterations till final acceptance of HPL.

3. Facilitating industry-based projects under joint supervision with HPL experts.
4. Facilitating invited lectures by its experts at HPL.
5. Mentoring and encouraging B.Tech./ M.Tech. students and PhD Research Scholars of NITD for undertaking Internships / Projects at HPL.
6. Considering eligible and suitable HPL personnel for PhD programme under category H (Professional Research Scholar from Industry) at NITD as per its PhD regulations.
7. Organizing Training programmes / skill development programmes for HPL personnel when solicited.

6. Role of HPL

1. Identifying problems for availing expertise of NITD and providing the estimated benefit on resolution of the problems.
2. Extending facilities and support to NITD for finding solutions to the problems and implementing the same under joint supervision.
3. Participating in specific project teams along with NITD and nominating coordinator for each project.
4. Provide all necessary assistance to NITD personnel working for implementation of identified projects.
5. Facilitating vocational training and industrial visits by NITD students at HPL.
6. Encouraging its personnel to join the PhD programme of NITD under category H.
7. Facilitating invited lectures by its experts at NITD.

7. NIT-HPL Coordination Committee (NITHPLCC):

1. There shall be a Coordination of 6 people, 3 each of the HPL and NIT respectively, to be known as NITHPL Coordination Committee (NITHPLCC) comprising of nominees of each party which would be responsible for coordination and effective implementation of the MOU and also for monitoring and reviewing the collaborative programmes. At least one nominee from each party shall have his tenure of service longer than the 5 years' term of the MOU.

2. The present nominees of each party who will constitute the NITHPLCC Coordination Committee on the commencement of the MoU are as under:

Sl.	HPL	NITD
1.	Manoj Kumar Srivastava	Prof. Chiranjib Koley
2.	Partha Sur	Prof. Susmita Dutta
3.	Basabi Sarkar	Dr. Sandip Kumar Lahiri

3. The decision / guidance / advice of NITHPLCC shall be final in all technical and financial matters. All proposals/solutions regarding any activity or project will be presented to NITHPLCC for its decision / guidance / advice regarding implementation, supervision and subsequent evaluation and completion of the activity / project.

8. Financial Aspects

1. All activities that may have financial implication shall be worked out jointly through the agreement of both the parties and a separate agreement shall be arrived for each of these financial activities on case to case basis.
2. Both parties agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two parties, including technical description of proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.
3. As such this MoU has no financial implication on each other, and both parties acknowledge and understand that all financial arrangements, if any, will be subjected to prior written agreement and availability of funds for each activity/project undertaken.
4. Both NITD and HPL agree that no legal or financial liability shall accrue in the event of force majeure conditions such as natural calamities, strikes, lockouts, civil, commotion, riot, accident or any other Acts of God beyond the control of the parties to the agreement.

5. No party shall have the right to use the name or logo of the other party without the prior approval of that party in writing.

9. Publication and Patents:

1. Intellectual Property generated out of independent research activities of either party will be owned solely by such party.
2. Intellectual property generated out of joint research activities during the course of MoU shall be shared between the parties as per the understanding and agreement for each of these activities.
3. Any patent arising out of the joint investigation / work made by NITD shall be the joint property of NITD & HPL inventors. Necessary expenditure and maintenance charges will be borne jointly (equally divided) by NITD and HPL.
4. Either of the parties can publish the joint research / study results keeping the IPR of the other party secured. In case the IPR of the other party is necessary to be disclosed in the research / study results, the same can be published after obtaining prior consent of the other party which may be given within 30 days of the request through a process of acknowledgment.
5. All publications concerning joint / collaborative work in the programme of co-operation will be co-authored by the concerned faculty / research scholar of NITD and the concerned personnel of HPL.

10. Validity:

1. This MoU will remain valid for a period of FIVE years from the date of signing of the MoU with provision for yearly review by the NITHPLCC. Either organization may terminate the MoU at any time by giving a six month-notice to the other. However, termination of the MOU will not in any manner affect the interests of the students/faculty/engineer who have been admitted to pursue a program under the MOU. Moreover, the termination of this MoU, shall not in any way relieve a party of its obligations accrued prior to such termination.
2. During the tenure of the MoU or thereafter, both HPL and NITD will be free to take up similar or same type of work independently and will be free to enter into similar MoU



with third parties, without disclosing the confidential information of the other party, if any.

3. Any clause or article of the MoU may be modified or amended by mutual agreement of HPL and NITD.
4. This MoU may be renewed or extended further with mutual consent for a period mutually agreed by the parties.

11. Confidentiality Obligation:

1. All information and documents to be exchanged pursuant to the MOU will be kept confidential by both the parties and shall remain the exclusive property of the disclosing party. The parties agree that this MOU and the disclosure of the confidential information do not grant or imply any license, interest or right in respect of any intellectual property right of the other party.
2. During or even after the tenure of the MoU, both NITD and HPL undertake on their behalf to maintain strict confidentiality and prevent disclosure of all the information and data exchanged / generated pertaining to work under this agreement for any purpose other than in accordance with this agreement.
3. Each party shall protect the Confidential Information of the other party using the same degree of care it uses for its own confidential information, but in no event less than reasonable measures to prevent the disclosure and unauthorized use of confidential Information of the party.

12. Disclaimer

Each party shall be solely responsible for its own acts and omission (including the acts and omissions of its employees and other agents) and neither party will have the authority nor will purport to act, or legally bind the other party with a third party except as agreed in writing by the parties.

13. Resolution of Disputes:

In the event of any differences or disputes arising out of the interpretation or application of the provisions of this MOU, the parties shall resolve such differences or disputes in a spirit of



mutual understanding and co-operation through mutual consultation between the authorized persons of NITHPLCC.

If such disputes are not resolved in the NITHPLCC, the same shall be presented to Director NITD and Head-Plant, HPL for their joint decision which shall be binding on both parties.

If the disputes cannot be resolved in the above manner within a period of 30 days, the same shall be resolved as per Arbitration and Conciliation Act, 1996 or its amendment thereof if any, by reference to a Sole Arbitrator to be appointed mutually by both parties. The venue of arbitration shall be at Kolkata and the Arbitration shall be conducted in English Language. The decision of the Arbitrator shall be final and binding. All legal proceedings if any shall be instituted in Courts having territorial jurisdiction with respect to Kolkata.

14. Survival of provisions upon termination:

Notwithstanding other terms of this MOU, provisions regarding confidentiality, dispute resolution and governing law shall survive even after termination of this MOU and shall have a binding effect.

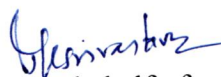
In WITNESS WHEREOF, the parties above named are executing this MOU through their duly authorized representatives in two originals, one to be retained by each party, on the date first written above at NIT, Durgapur.



For and on behalf of

National Institute of Technology

Durgapur



For and on behalf of

Haldia Petrochemicals Ltd

Haldia

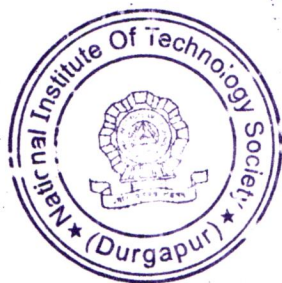
Signature [Signature]
 Name: Prof. Anupam Ban
 Designation: Director
 Seal: Director
National Institute of Technology
Mahatma Gandhi Avenue
Durgapur - 713209 (W.B.) INDIA

Witness 1

Signature [Signature]
 Name: NILOTPAL BANERJEE
 Address: NIT Durgapur

Witness 2

Signature [Signature]
 Name: Prof. K C Ghanta
 Address: NIT Durgapur



Signature [Signature]
 Name: Manoj Kumar Srivastava
 Designation: EVP
 Seal: MANOJ KUMAR SRIVASTAVA
Head Plant & Executive Vice President
Haldia Petrochemicals Ltd.
Haldia

Witness 1

Signature [Signature]
 Name: PARTHA SUR
 Address: C-40, HREL Township
Haldia - 721657

Witness 2

Signature [Signature]
 Name: BASABI SARKAR
 Address: B-3, Anandadharma Phase-2
Township, Haldia - 721607