



Non Judicial	<b>Indian-Non Judicial Stamp Haryana Government</b>		Date : 03/01/2022
Certificate No. E0C2022A271		Stamp Duty Paid : ₹ 101 (Rs. Only)	
GRN No. 85808093		Penalty : ₹ 0 (Rs. Zero Only)	
<b><u>Seller / First Party Detail</u></b>			
Name: Nhpc Limited	Sector/Ward : 33	LandMark : Nhpc metro	
H.No/Floor : Second	District : Faridabad	State : Haryana	
City/Village : Faridabad			
Phone: 98*****34			
<b><u>Buyer / Second Party Detail</u></b>			
Name : Nit Durgapur	Sector/Ward : Az	LandMark : Azone	
H.No/Floor : Mgroad	District : Durgapur	State : West bengal	
City/Village: Durgapur			
Phone : 94*****30			
Purpose : For Memorandum of Agreement1			

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

## MEMORANDUM OF UNDERSTANDING (MOU)

**This Memorandum of Understanding (MoU) is made between**

- (A) National Institute of Technology Durgapur, West Bengal-713209, INDIA
- (B) NHPC Limited, Sector-33, Faridabad, Haryana-121003, INDIA

This Memorandum of Understanding (MoU) is made on 12.01.2022 between NHPC Ltd. and National Institute of Technology Durgapur (NIT Durgapur). The National Institute of Technology Durgapur is a leading institution of higher and technical education and research in the country. The NHPC is an organization in the field of Power Generation with pioneering contribution in the field of generation of Hydro Power and NIT Durgapur is an institution with pioneering contribution in the field of research in Science, Engineering and Technology and consultancy.

This MOU desires availing the services of NIT Durgapur as Consultant for undertaking the studies in the field of Science, Engineering and Technology and suitable product development within its expertise of ongoing and future projects at various sites of NHPC within and outside the country. NIT Durgapur is willing to provide Research & Development and Consultancy Services to NHPC in the field of Science, Engineering and Technology and Product Development as mutually agreed.





Each assignment under the MOU given by NHPC to NIT Durgapur will be considered in the form of individual project.

Under this MOU, both the organizations agree to the following broad scope of services and terms and conditions.

### **1.0 Scope of Services**

NIT Durgapur shall provide research, development and advisory services to NHPC in the area of its expertise.

### **2.0 Responsibilities of NHPC Ltd**

- 2.1** NHPC agrees to provide restricted access to the adequate information of the project works as available with them where services are to be provided by NIT Durgapur.
- 2.2** Necessary infrastructure, office assistance and logistical support including accommodation, etc. will be made available to NIT Durgapur officials to be deputed at site/office within reach of NHPC for project work.
- 2.3** The details of the project works of NHPC requiring services will be discussed with officials of NIT Durgapur, and once agreed, will be awarded on case to case basis with scope of work, time schedule for completion, cost and payment details on the terms to be decided in writing.
- 2.4** NHPC shall depute its related officers to NIT Durgapur as required under the scope of services.

### **3.0 Responsibilities of NIT DURGAPUR**

- 3.1** NIT Durgapur agrees to take all such identified projects of services and coordination of various projects assigned by NHPC and shall submit the required documents, drawings, designs, reports developed under the scope of services.
- 3.2** NIT Durgapur will depute its experts to NHPC and to the sites/offices as required for the assigned work and will carry out all field and laboratory- based tests, analyze the available data/information using the advanced & state-of-art techniques and prepare the comprehensive reports, which would also provide specific & important recommendations for implementation in the field by NHPC.
- 3.3** NIT Durgapur, on receipt of NHPC consent, may publish the results of the investigations carried out for dissemination of scientific and technological knowledge and experience gained from NHPC projects for betterment of the hydro sector or other sectors elsewhere.
- 3.4** NIT Durgapur shall be free to engage suitable "Industry Partner" to develop and deliver any solution mutually agreed between NIT Durgapur and NHPC Ltd.
- 3.5** NIT Durgapur will support other's endeavours in academic and research activities through the following aspects, though not limited to:
  - (i) Joint supervision of Ph.D. research
  - (ii) Joint supervision of projects of postgraduate students
  - (iii) Formation of joint research groups
  - (iv) Exchange of faculty / officials in areas of mutual interest



- (v) Exchange of scientific and technical information
- (vi) Undertaking collaborative research activities through participation in nationally and internationally funded projects. Each individual research collaboration shall have separate agreement/terms of contract that addresses issues such as Intellectual Property Right (IPR), funding pattern, disclosure of confidential information etc.
- (vii) Jointly organize events such as seminars, workshops, conferences and training programmes
- (viii) Training of students as per facilities and resources available
- (ix) Any other matter/s as agreed, which are not covered above

"Before taking any such activities, prior approval of expenditure to be borne by NHPC shall be obtained from NHPC".

#### **4.0 Payment for Services**

- 4.1** The payment for studies/investigations, research & development to be undertaken by NIT Durgapur, on the requirement of NHPC, shall be made on individual project basis, for which NIT Durgapur will submit separate proposals to NHPC for approval.
- 4.2** On approval of the project proposals, NHPC shall release 50% of the project cost to maximum of five crores as an advance against every individual project at the start of such project on production of invoice for the same. NHPC shall release 30% of the project cost on submission of the draft report, proto-type unit or any other deliverable as mutually agreed between NHPC and NIT Durgapur. Balance 20% of the amount shall be released after submission of the final report or complete testing of any product developed by NIT Durgapur for every individual project and subsequent acceptance thereof by NHPC.
- 4.3** NHPC will release payments to NIT Durgapur including GST and/or any other tax as applicable under the State/Central Government rules. GST/TDS can only be exempted, if the necessary exemption certificate issued from the concerned authority is provided to NHPC by NIT Durgapur or else they will be dealt as per existing laws/rules.
- 4.4** NIT Durgapur shall submit Invoice to NHPC against the particular project for release of payment. NHPC shall release the payment within 30 days of receipt of Invoice.
- 4.5** In Case of foreclosure and breach of contract etc. NIT Durgapur will refund the unspent money to NHPC Ltd.

#### **5.0 Duration of the MOU tenure**

This MOU shall be deemed to have come into force for a period of five (5) years with effect from the date of signing. NHPC and/or NIT Durgapur can terminate the MOU by giving three months written notice to each other. Any amendments to the MOU are subject to approval in writing by both parties. Such amendments shall be effective from the date on which both the parties execute them in writing. In case of termination, the ongoing projects will continue. 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.

#### **6.0 Nodal Officers**

NIT Durgapur  
Director

NHPC Ltd  
Executive Director (R&D)





## 7.0 Force Majeure

- 7.1 In the event of either party being rendered unable by force majeure to be performed by them under the MOU the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which the cause lasts. The terms of force majeure shall include but not be restricted to natural calamity, earthquake, flood, war, riots, revolts, fire, sabotage and law and other situations due to terrorist activities.
- 7.2 All payments due for work done before the period of interruption due to force majeure shall be payable as scheduled. NIT Durgapur would hand over all the field data and reports generated till the date of occurrence of force majeure.
- 7.3 Either party reserves the right to terminate the MOU after a lapse of forty-five days if force majeure continues.
- 7.4 Upon occurrence of such force majeure, the affected party shall notify the other party in writing within 45 days of the beginning of incident, giving full particulars and satisfactory evidence in support of its claim.
- 7.5 Time for performance of the relative obligations suspended by the force majeure shall then stand extended by the period for which such cause lasts.

## 8.0 Resolution of Dispute

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between central public sector enterprises (CPSEs) / port trusts inter se and also between CPSEs and Government departments / organizations (excluding disputes concerning railways, income tax, customs and excise departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DP EOM No 4(1)/2013-DPE(GM)/FTS-1835 dated:22.05.2018.

Signed for and on behalf NIT DURGAPUR

Signed for and on behalf of NHPC Ltd


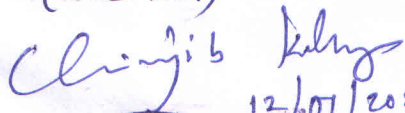
Name: Prof. Anupam Basu

Designation : Director  
National Institute of Technology  
Mahatma Gandhi Avenue  
Durgapur - 713209 (W.B.) INDIA  
In the presence of Witnesses



Name: Harish Kumar

Designation: Executive Director(R&D)

In the presence of Witnesses

1.  12/11/22  
(N.K. ROY)
2.  12/01/2022



1.   
(A.K. YADAV)  
GENERAL MANAGER (E)-R&D
2.   
SAMIR KUMAR  
Senior Manager (H) - R&D