



Memorandum of Understanding
Between
Rajiv Gandhi Institute of Petroleum Technology
and
Indian Institute of Technology Kanpur



This Memorandum of Understanding ("MOU") is entered into by the Parties on 29/08/2019 ("Effective Date") between:

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 one part.

AND

Indian Institute of Technology Kanpur, a research and educational institution of national importance, established under the Institute of Technology Act, 1961, enacted by the Parliament of Republic of India, registered under the Societies Registration Act 1860, having its office at P.O. IIT Kanpur, Kalyanpur, Kanpur, U.P.-208016, India, (hereinafter referred to as "**IITK**", which expression unless repugnant to the context shall mean and include its successors and permitted assigns), of the another part.

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

RECITALS

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, IITK is one of the premier institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. IITK imparts and undertakes cutting-edge research in various areas of science, engineering, design, management, and humanities.

Whereas, RGIPT and IITK wish to collaborate to leverage each other's strength for mutual benefit and intend to promote ongoing mutual cooperation in academic, training, research activities.

And Whereas, to this end, RGIPT and IITK have discussed certain arrangements on the basis of which they wish to establish a framework for the advancement of academic, research collaboration and exchanges in areas of interest and benefit to both the Parties.)

NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS:

ARTICLE -1: MUTUAL UNDERSTANDING OF THE PARTIES

Both the Parties mutually have agreed to execute the following general forms of cooperation ("Program"):

- a. Visit of Faculty/ Staff/ Student in areas of mutual interest
- b. Exchange of scientific and technical information.
- c. Collaborative research activities through participation in nationally and internationally funded projects
- d. Training of students of both institutions as per the facilities and resources available
- e. Jointly organize events such as seminars, workshops, conferences and training programmes
- f. Sharing of library facility
- g. Joint supervision of PG/PhD
- h. Any other matter/s as agreed above which are not covered above

RGIPT and IITK agree to enter into separate agreements on case to case basis for the above-mentioned Programs involving terms and conditions, financial arrangements, Intellectual Property Rights, Project Investigators, timeline and respective responsibilities. Such separate agreements shall become valid and a part of this MOU only after signatures of both the Parties.

ARTICLE -2: FINANCIAL ARRANGEMENTS

Financial arrangement for each Program will be negotiated and sanctioned by both the Parties, through a separate agreement, subject to availability of funds and the approval of the competent authority of RGIPT and IITK.

ARTICLE -3: INTELLECTUAL PROPERTY RIGHTS

Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MOU shall be decided through a separate agreement.

ARTICLE -4:

The officials who will have the responsibility in coordinating the Program for the Parties are:

For RGIPT

Dr. M.S. Balathanigaimani
Dean R&D
Rajiv Gandhi Institute of Petroleum Technology
Jais, Uttar Pradesh 229304
Email id: dord@rgipt.ac.in
Phone: +91-535 270 4502

For IITK

Dr. Sri Sivakumar, Professor,
Department of Chemical Engineering,
Indian Institute of Technology Kanpur,
Kalyanpur, Kanpur, U.P.-208016.
Email id: srisiva@iitk.ac.in
Phone: +91 512 259 7697


ARTICLE -5: OTHER TERMS AND CONDITIONS


- a. The Effective Date shall mean the date this MOU shall be deemed to have come into force.
- b. This MOU shall be valid for an initial period of Five (5) years from the Effective Date.
- c. The Parties may review the conditions of the MOU one year before the expiry of the MOU and extend its validity or enter into a fresh agreement if they so mutually agree.
- d. The modification/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.
- e. This MoU may be terminated by either Party by giving 3 months written notice. In the event of termination, both the Parties shall ensure that the interests of students working under this MoU are safeguarded to the extent possible and the provisions of this MOU shall continue to apply to all activities in progress until their completion.
- f. No Party shall have the right to use the name or logo of another Party without the prior approval of that Party in writing except for necessary governmental disclosures.
- g. In the event of any dispute or difference arising in the implementation of the MoU, such disputes shall be resolved amicably by mutual discussions by the Directors of RGIPT and IITK. This MOU shall be constructed, governed, interpreted and applied in accordance with the laws of India and the courts of Kanpur shall have the exclusive jurisdiction.
- h. Both the Parties shall constitute a Joint Monitoring Committee which will time to time appraise the progress of collaboration.

IN WITNESS WHEREOF, the undersigned hereby execute this MOU as of the Effective Date written above:

Rajiv Gandhi Institute of Petroleum Technology

Indian Institute of Technology Kanpur

Signature: 
Name: Dr. M.S. Balathanigaimani
Title: Dean, Research & Development
Date: 29/08/2019

Signature: 
Name: Prof. Achla M. Raina
Title: Dean, Academic Affairs
Date: 02/09/2019



Witnesses:
1. _____
2. _____

Witnesses:
1. _____
2. _____