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INDIA NON JUDICIAL

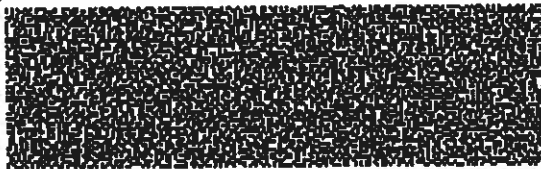
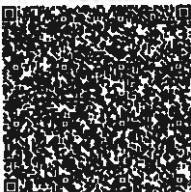
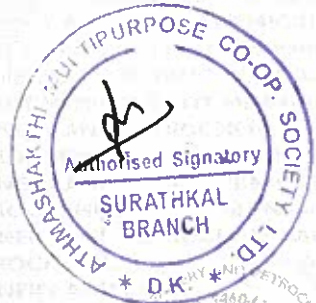
Government of Karnataka

Rs. 200

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 Description of Document : Article 12 Bond  
 Description : MEMORANDUM OF COLLABORATION  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : MANGALORE REFINERY AND PETROCHEMICALS LTD  
 Second Party : RGIPT  
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**MEMORANDUM OF COLLABORATION (MoC)**

**1. The Memorandum of Collaboration**

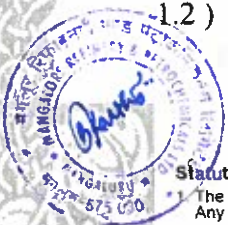
1.1 ) This MoC made and entered into on this 27<sup>th</sup> day of December 2021 (Effective Date) between Mangalore Refinery and Petrochemicals Limited, company registered under the Companies Act (1956), having its registered office at Kuthethoor P.O., via Katipalla, Mangalore-575030 (here after called MRPL, which expression, where the context so admits, includes its successors and assigns) of the one part.

AND

1.2 ) **Rajiv Gandhi Institute of Petroleum Technology (RGIPT)**, 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 "INSTITUTE")

**Statutory Aiert:**

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which expression unless repugnant to the context shall mean and include its successors and permitted assigns), of the other part.

## 2. Preamble

- 2.1) MRPL is engaged in refining of crude oils, marketing of finished petroleum products and production & marketing of petrochemicals and other value added products.
- 2.2) INSTITUTE 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. RGIPT imparts and undertakes cutting-edge research in various areas of science, engineering, design, management, and humanities. It has adequate testing facilities and capabilities in the areas of interest to MRPL.
- 2.3) MRPL and INSTITUTE consider it mutually advantageous to pool their respective resources to achieve their common objective for their mutual benefit in the areas of Research and Development (R&D) and others areas mutually agreed by both the parties.
- 2.4) Now, therefore, in consideration of the mutual promises and covenants, contained herein the parties hereto agree as follows:

## 3. Definitions

- 3.1) In this MoC, unless repugnant to the context or meaning thereof, the following expressions shall have the following meanings:
- 3.2) **Project:** Work identified and agreed by and between the Parties for achieving an objective in writing.
- 3.3) **Facility:** An equipment, machinery, laboratory, pilot plant, or commercial plant.
- 3.4) **Party or Parties:** MRPL or INSTITUTE, singularly or collectively.
- 3.5) **Third Party:** Any party, which is not a signatory to this MOC.

## 4. Scope of MoC

- 4.1) Testing and R&D facilities of the INSTITUTE will be extended for MRPL's projects and the vice versa, the scope of which will be defined by both the Parties and will be carried through a separate agreement.
- 4.2) The Parties are desirous of having further discussions to develop modalities of cooperation for conducting Research Programmes or through training programmes, joint student projects, selected research, development, engineering and technology projects identified by one or both the parties within or outside India, subject to mutual agreement between the parties.
- 4.3) The definition, adoption and implementation of any of the proposals, programs and projects shall be subjected to joint feasibility studies to be conducted by, or at the instance of the parties. Specific agreements are to be entered into between the Parties on a case-to-case basis.



## 5. Financial Arrangements

- 5.1 ) The details of payment and expenditure terms shall be worked out and agreed upon before starting a project and shall be mentioned in individual agreements.
- 5.2 ) If any new facility is to be established for the project, both the Parties have an option for establishing such facility at their own cost but such decision will be decided in advance in writing. However, both the Parties may agree to jointly finance such facility on the mutually agreed terms in writing. Such agreement shall also include terms and conditions of continuation and/or disposal of such facility after completion and/or closing of the project, provision in case any party decides to terminate a project mid-way etc. shall be as per respective agreement.

## 6. Responsibilities of MRPL and INSTITUTE

- 6.1 ) The Parties hereby agree to form a Joint Project Committee (JPC) for the purpose of the effective implementation of specific projects covered under this MoC. Working Groups will be set up under the leadership of JPC, if required.

As soon as possible after the signing of this MoC, JPC comprising representatives from MRPL and INSTITUTE may be nominated by the Parties. The JPC shall hold its first meeting to work out an action plan to give effect to this MoC.

- 6.2 ) Upon finalization of the program or activities, and financial terms & conditions for a project, both MRPL and INSTITUTE will forthwith commence work as per agreed plan to implement the program in a timely manner.
- 6.3 ) After completion of each project, a final report shall be prepared and submitted jointly by MRPL and INSTITUTE incorporating the short term and long term gains of the project.
- 6.4 ) The completion period for each project shall be fixed jointly by both the Parties. If a project remains incomplete for any reason at the end of the agreed period, the Parties may agree in writing to extend the project term for a further period as required. Both MRPL and INSTITUTE agree that the completion period and its extension, if any, for the project selected will not exceed the term of this MoC.
- 6.5 ) A project may be closed any time during its term, if both the Parties agree and the sponsor of the project shall pay all the expenses committed by the party for carrying out the project as of the date of termination.
- 6.6 ) In cases of 6.5, the INSTITUTE shall be at liberty to individually carry on the project activities on written consent from MRPL if a project has been closed.
- 6.7 ) The Parties may mutually decide to associate any Third Party for expediting a particular project in case both the Parties together shall enter into an appropriate joint agreement with the Third Party.

- 6.8 ) This MoC is not intended by the Parties to be legal partnership and neither party shall have the authority to bind the other. Nothing in this MoC shall be construed



providing for sharing of profit or losses arising out of the efforts of any party or jointly by the Parties.

## 7. Completion of The Project

7.1 ) A project shall be deemed to have been successfully completed on submission of the final report as mentioned herein before under Clause 6.3 hereof.

## 8. Intellectual Property

8.1 ) 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 MoC, commercialisation, licensing terms of such Intellectual Property shall be decided through a separate project specific agreement which shall be before start of MRPL disbursement of its committed support.

8.2 ) Publications, if any, in respect of a project shall be made only after due written approval from MRPL and only after the Intellectual Property has been duly secured such as filing patent application, trademark application etc as envisaged under this agreement. Publications in respect of the project shall be in the names of the persons of the project team and the sponsor/collaborator details who have contributed in the project from both the parties. In all the publications, it will be duly acknowledged that the work has been carried out at INSTITUTE under aid and collaboration with MRPL. There shall be no rights or privileges or remuneration or payment to either the Institute or the individual involved in this joint research on any invention save that are expressly granted here in this Agreement.

## 9. Confidentiality Of The Information

9.1 ) The Parties shall keep all the information and documentation marked as confidential exchanged between them as strictly confidential and shall not disclose them to any third party or use them internally for any other purpose than for pursuance of the project without the written consent of the other party during the term of the MoC and for five years thereafter. However the above stipulation shall not apply for the following:

9.1.1 ) Information already available in the public domain

9.1.2 ) Information required by statutory, government agencies etc.

9.1.3 ) Parties undertakes to obtain separate NDA /confidentiality agreement covering each and every member involved in the Project and incase of any breach of the confidentiality information agreed herein the aggrieved party is entitled to reasonable damages and prohibitory orders/reliefs as decided by the Arbitrators/Court.

## 10. Force Majeure

Neither party shall be held responsible for non-fulfilment of their respective obligation under this MoC due to the exigency of one or more of the force majeure events such as, but not limited to, Acts of God, War, Flood, Earthquakes, Strike, Lockout, Epidemics, Riot, Civil Commotion etc., provided on the occurrence and cessation of any such



event, the party affected thereby shall give a notice to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the Parties shall jointly decide about the future course of action.

#### 11. Amendments to The MoC

No amendment or modification of the MoC shall be valid unless the same is made in writing by both the Parties or their authorized representatives and specifically stating the same to be an amendment of this MoC. The modifications / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

#### 12. Assignments of The MoC

The rights or/and liabilities of the Institution to this MoC shall not be assigned except with the written-consent of MRPL and subject to such terms and conditions as may be mutually agreed upon.

#### 13. Termination

This MoC shall remain valid for 5 (five) years from the date of signing until it is terminated by either party by giving written notice of at least 3 (three) months to the other party. The termination, or purported termination of this MoC, shall not be prejudicial to any claims or right of any party previously accrued to it against the other party.

#### 14. Language:

All communication under or in connection with this MOC shall be in English.

#### 15. Waiver:

No delay or omission by either Party in exercising any right or remedy provided by law or under this MOC shall, affect that right or remedy or operate as a waiver of it.

#### 16. Settlement of Disputes:

16.1 )In the event of disputes arising from this MoC or in connection with its execution, the Parties undertake to endeavour to settle this amicably. 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 & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 .

16.2 )Work under the Memorandum of Collaboration (MoC) between MRPL and RGIPT shall be continued by RGIPT during the arbitration proceeding unless otherwise directed in writing by MRPL, or unless the matter is such that the work cannot be continued until the decision of the arbitrator/s is obtained and save as those which are otherwise expressly provided in the MoC.



## 17. Applicable Law:

This MOC shall be governed by and construed in accordance with the Laws of India and the Parties' consents to abide by the jurisdiction of courts at Bangalore for granting any relief in relation to this MOC.

## 18. Additional Assurances:

The Parties agree to co-operate with one another and to use their reasonable efforts to effect or cause to be effected, as the case may be, the objective contemplated under this MOC. Each of the Parties, shall at any time and from time to time after the date hereof, upon the request of the other party, execute, acknowledge and deliver all such further documents or instruments as may be necessary, in the reasonable judgment of the requesting party, to carry out the provisions and intent of this MOC.

## 19. Signature of Parties

19.1) The MoC has been executed in two originals, one of these to be retained by INSTITUTE and the other by MRPL.

19.2) IN WITNESS WHEREOF, the parties hereto have signed this MoC through their authorized representatives on the day, month and year mentioned here above.

### PARTIES:

For and on behalf of MRPL

For and on behalf of INSTITUTE

Signature  
Name:

  
27-12-2021

Signature  
Name: Prof. A.S.K. Sinha  
Director




Seal

**वी नंदकुमार V. NANDAKUMAR**  
मुख्य महा प्रबंधक (उत्पादन योजना  
गुणवत्ता नियंत्रण और अनुसंधान तथा विकास)  
Chief General Manager  
(Production Planning, QC and R & D)  
मंगलूर रिफाइनरी एंड पेट्रोकेमिकल लिमिटेड, मंगलूर  
Mangalore Refine. & Petrochemicals Ltd. Mangalore

Seal

**ए. एस. के. सिन्हा**  
A.S.K. Sinha  
निदेशक/Director  
राजीव गाँधी पेट्रोटेकनियम प्रौद्योगिकी संस्थान  
Rajiv Gandhi Institute of Petroleum Technology  
बहादुरपुर, हरबंशगंज, अमेठी-229304, उ० प्र०, भारत  
Bahadurpur, Harbanshganj, Amethi-229304, U.P., India

Witness :  
(Name & Address)

  
27/12/21  
**KARTHICK R.,**  
SENIOR MANAGER,  
TECHNICAL SERVICES,  
MRPL

Witness :  
(Name & Address)

  
M.S. Balathangaimani  
Dean, R&D  
RMIT

Date

27/12/2021

Date:



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