



उत्तर प्रदेश UTTAR PRADESH

FM 219585

**Memorandum of Understanding
Between
Rajiv Gandhi Institute of Petroleum Technology
And
Oil India Limited**

This Memorandum of Understanding (MOU) is entered into on this _____ Day of January, 2021 by and 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 centres one at Bengaluru, Karnataka 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).

AND

Oil India Limited a company having its duly registered Office at Duliajan, Assam (hereinafter referred to as "OIL" which expression unless repugnant to the context shall mean and include its successors and permitted assigns), of one part.

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

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, OIL is a premier Indian National Oil Company under the Ministry of Petroleum & Natural Gas, Government of India, engaged in the business of exploration, development and production of crude oil and natural gas, transportation of crude oil and production of LPG.

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

And WHEREAS, to this end, RGIPT and OIL have discussed certain arrangements on the basis of which they wish to established a framework for advancement of academic, research collaboration and exchanges in areas of interest and benefit to both parties.

NOW THEREFORE THIS MOU WITNESSETH AS FOLLOWS

ARTICLE — 1: MUTUAL UNDERSTANDING OF THE PARTIES

Both the parties have mutually agreed to execute the following general forms of cooperation:

- 1.1 Honorary Adjunct faculty from Industry
- 1.2 Joint Supervision of M.Tech/PhD
- 1.3. Offering Industry sponsored MBA/M.Tech/PhD Programmes
- 1.4 Sponsored/Joint projects
- 1.5 Offering executive development programmes/short-term courses
- 1.6 Industry participation in the modification of course curriculum as and when needed
- 1.7 Creation of Industry/Institute Chair/Professors
- 1.8 Establishment of Industry-Academic Innovation/Incubation centres
- 1.9 Participation in the future development of the Institute



ARTICLE — 2: FINANCIAL ARRANGEMENTS

Financial arrangements for each program or activity will be negotiated and sanctioned by both the parties subject to availability of funds and the approval of the competent authority of RGIPT and OIL.

ARTICLE — 3: INTELLECTUAL PROPERTY RIGHTS

a) Each party will ensure appropriate protection of Intellectual Property Rights generated from cooperation pursuant to MoU, consistent with the respective laws, rules and regulations of India.

b) In case research is carried out solely and separately by the party or the research results are obtained through the sole and separate effort of the party, the party concerned alone will apply for grant of IPR and once granted the IPR will be solely owned by the concerned party.

c) In case of research results obtained through joint activities, the grant of Intellectual Property Rights will be sought by both the parties jointly and once granted, these rights will be jointly owned by the parties. However, the apportionment of such rights may be decided mutually by parties through a separate written agreement.

d) The parties shall not assign any right and obligation arising out of the IPRs generated from inventions/activities carried out under the MoU to any third party, without the prior written consent of the other party.

ARTICLE - 4: GOVERNING LAW

This MoU shall be governed and constructed in accordance with the laws of India and the court of Delhi shall have exclusive jurisdiction over any matter arising out of this MoU

ARTICLE - 5: DISPUTE RESOLUTION

a) Any dispute or difference between the parties out of or in connection with this MOU including the validity thereof shall at first instance be resolved amicably through negotiation or discussion between parties.

b) If the dispute remains unresolved, then the same shall be taken up by the heads of both the parties or their duly authorized representative, who shall strive to resolve the dispute amicably.

c) In the event of any dispute or difference relating to the interpretation and application of the provision of this MOU between the parties, such dispute or difference shall be taken up

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[Signature]


by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

ARTICLE — 6: TERMS AND CONDITIONS

- 6.1 The effective date shall mean the date this MOU shall be deemed to have come into force.
- 6.2 This MOU shall be effective from the date of signing.
- 6.3 This MOU shall be valid for an initial period of five (5) years from the effective date.
- 6.4 The parties may review the conditions of the MOU one year before the expiry of the MOU and extend its validity or enter into fresh agreement if they so mutually agree.
- 6.5 The modification/changes shall be effective from the date on which they are made /executed, unless otherwise agreed to.
- 6.6 This MOU may be terminated by either party by giving 3 months written notice. In the event of termination, both parties shall ensure that the interest of the students/officials working/project under this MOU is safeguarded to the extent possible.

IN WITNESS WHEREOF, the undersigned hereby execute this MOU as of dates written below:

Rajiv Gandhi Institute of Petroleum Technology

Signature: 

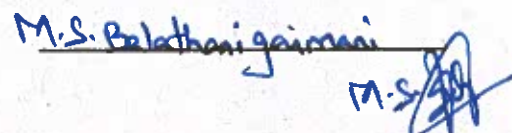
Name: Akhany Sudhin
Kumar Sude

Title: Director

Date: 28/1/2021

Witnesses:

1. 

2. 
M.S.

Oil India Limited

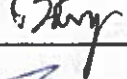
Signature: 


Name: SUSHIL CHANDRA MISHRA

Title: CMD

Date: 28-01-2021

Witnesses:

1. 
B. Singh (B. Singh)

2. 
P. Chandrasekaran