

## MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MOU) has been executed on **26<sup>th</sup> July 2019** at **New Delhi**.

### BETWEEN

**Indian Oil Corporation Limited**, having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai – 400050 and the Headquarters of its Refineries Division at Scope Complex, Core-2, 7, Institutional Area, Lodhi Road, New Delhi – 110003, through **Shri V K Shukla, Executive Director (HR), IOCL, Refineries Division** (hereinafter called "IOCL" which shall unless repugnant to the context shall mean and include their successors, assignees and administrators) ON THE FIRST PART

### AND

**Rajiv Gandhi Institute of Petroleum Technology**, having its campus at Mubarakpur Mukhetia Mode, Harbanshganj, Bahadurpur, Jais, Amethi, Uttar Pradesh 229304 through **Dr. M S Balathanigaimani, Dean, RGIPT** (hereinafter called "RGPIT" which shall unless repugnant to the context shall mean and include their successors, assignees and administrators) ON THE SECOND PART

IOCL and RGIPT are collectively referred to as "Parties" and individually as "Party".

### PREAMBLE

WHEREAS, **IOCL** is a public sector undertaking is a major player in the Indian hydrocarbon industry and in the core business of Refining, Transportation and Marketing of petroleum products has over the years expanded its operations across the hydrocarbon value chain - upstream into oil & gas exploration & production and downstream into petrochemicals, besides diversifying into natural gas and alternative energy resources.

WHEREAS, **IOCL** has nine Refineries under its direct control through its Refineries Division and has non-officers promoted to Officer grade as well as new recruits as fresh Chemical engineers from Engineering Colleges to carry out petroleum refining business.

WHEREAS, **IOCL**, sends promoted Chemical Engineers for a course on "**Petroleum Refining Technology**" at premier institute(s) for providing training on "Petroleum Refining Technology".

WHEREAS, **RGIPT** is a premier "Institute of National Importance" engaged in providing world class education, training, and research to roll out efficient human resources to meet the growing requirements of the Petroleum & Energy sector downstream of hydrocarbon industry including specialized training program for Chemical Engineers.

WHEREAS, **RGIPT** is interested in conducting two weeks residential training to promoted Chemical Engineers / Officers of **IOCL** under this MOU in the area of Petroleum Refining for employees of **IOCL** as and when the need arises.

M.S. Balathanigaimani

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS, BOTH THE PARTIES HERETO AGREE AS FOLLOWS:

### **ARTICLE 1: SCOPE**

1.1 This MOU details the modalities and general conditions for setting down the operational framework governing cooperation between the Parties for the purpose of imparting training programmes by RGIPT to employees of IOCL in the field of Petroleum Refining.

### **ARTICLE 2: RESPONSIBILITY & OBLIGATIONS**

2.1 The activity under this MOU between RGIPT and IOCL shall be coordinated by a coordinator(s) duly appointed by RGPIT and IOCL.

2.2 For each specific activity or training period/duration, administrative arrangements including programme content and schedule, number of participants, facilities like lodging & boarding, arrangement of local travel etc. will be decided mutually, subject to approval and agreement of both the parties.

2.3 RGPIT will conduct pre-program and post-program test for all participants and the report results of the same to IOCL.

### **ARTICLE 3: FINANCIAL ARRANGEMENT**

3.1 For each specific activity or training period/duration, financial arrangements like fees payable, payment of faculty assistance, in case the faculty provided by the first party will be decided mutually, subject to approval and agreement of both the parties.

3.2 The fee will be payable on per person basis, will be decided mutually and will be fixed for the entire period of MoU.

3.3 Travel expenses of IOCL Faculty (if engaged) including daily allowance as per IOCL Policy shall be recovered from the invoice of RGPIT.

### **ARTICLE 4: DURATION OF MOU**

4.1 This MOU shall be effective from the date of signing of this MOU.

4.2 The duration of this MOU shall be for a period of three (03) years from the effective date.

4.3 The duration of this MOU may be extended for two (02) more years on mutual agreement between the Parties.

### **ARTICLE 5: NON ASSIGNABILITY**

5.1 Neither party may assign or subcontract its rights or obligations under this MOU in whole or in part without the prior written permission of the other party.

## ARTICLE 6: NOTICES AND COMMUNICATION

6.1 Any notice, request and other correspondence under or in connection with this MOU among Parties shall be in the English language and be made by e-mail, registered mail or personal delivery at their respective contacts as specified below:

RGIPT	IOCL
<b>Dr. M S Balathaniagaimani</b> Rajiv Gandhi Institute of Petroleum Technology (RGIPT), Mubarakpur Mukhetia Mode, Jais, Post: Harbanshganj, Bahadurpur, Amethi, Uttar Pradesh 229304	<b>Sh. Om Prakash, General Manager (L&amp;D, TPM), RHQ, IOCL</b> Indian Oil Corporation Limited, Refineries Head Quarters, SCOPE Complex, Core-2, 7 Institutional Area, New Delhi 110003.


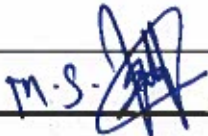
## Article 7: DISPUTES AND JURISDICTION

7.1 If either party fails to fulfill its respective obligations as set out in the aforesaid clauses of this MOA, both parties shall urgently consult each other with a view to correct the default by the party concerned. If even thereafter the default is not rectified by the defaulting party, the other party may terminate this MOU by giving 30 days notice in writing to the defaulting party provided that such termination shall not affect the rights of the parties to MOU which have been accrued prior to such termination.

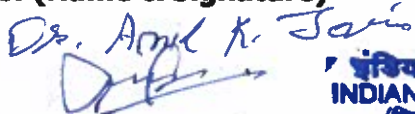
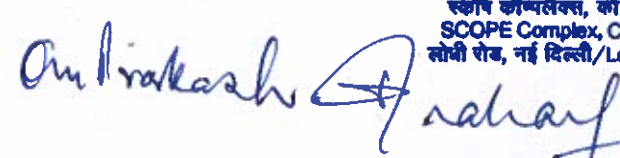
7.2 Nothing in this MOU shall be construed as creating a partnership of any kind, an association, joint venture, trust, corporation or any other form of legally binding agreement and/or association.

7.3 Any amendment to this MOU shall be effective only if it is in writing and signed by the duly authorized representatives of both Parties, and shall constitute an integral part of this MOU.

Signed on this date as mentioned hereunder:

 <b>For and on behalf of IOCL</b> Name: <b>Sh. V K Shukla</b> Designation: <b>Executive Director (HR)</b> (First Party)	 <b>For and on behalf of RGIPT</b> Name: <b>Dr. M S Balathanigaimani</b> Designation: <b>Dean, RGIPT</b> (Second Party)
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### Witnesses: (Name & Signature)

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1. **Dr. Anil K. Jais**
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2. **Om Prakash**

**इंडियन ऑयल कॉर्पोरेशन लिमिटेड**  
**INDIAN OIL CORPORATION LIMITED**  
(रिफ़ाइनरीज़ प्रभाग)/(Refineries Division)  
स्कोप कॉम्प्लेक्स, कोर-2, 7, इंस्टिट्यूशनल एरिया,  
SCOPE Complex, Core-2, 7, Institutional Area,  
लोधी रोड, नई दिल्ली/Lodhi Road, New Delhi-110 003



विद्यारत्नम् महान्द्वनम्

26/07/19