

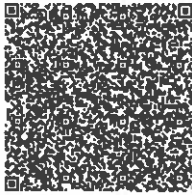


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK85166707724142U
Certificate Issued Date : 20-May-2022 03:24 PM
Account Reference : NONACC (SV)/ uk1219404/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK121940475200621905757U
Purchased by : IDT ONGC DEHRADUN
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : IDT ONGC DEHRADUN
Second Party : RGIPT JAIS
Stamp Duty Paid By : IDT ONGC DEHRADUN
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



ANIL KUMAR
S. No. 59
L.No-59
Dehradun

-----Please write or type below this line-----

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

INSTITUTE OF DRILLING TECHNOLOGY,
OIL AND NATURAL GAS CORPORATION LTD.
DEHRADUN

AND

RAJIV GANDHI INSTITUTE OF PETROLEUM
TECHNOLOGY, JAIS, AMETHI

THIS MEMORANDUM OF UNDERSTANDING (MOU) entered on this 27th day of MAY 2022

BETWEEN

1. OIL & NATURAL GAS CORPORATION LIMITED, a company incorporated under the Laws of India and having its registered office at Deendayal Upadhyay Urja Bhawan, 5A, Nelson Mandela Marg, Vasant Kunj, New Delhi-110 070, India and one of its Institute called the INSTITUTE OF DRILLING TECHNOLOGY, hereinafter referred to as 'IDT' having its office at Kaulagarh Road, IDT Campus, ONGC, Dehradun, Uttarakhand 248195 (which expression shall include, unless contrary to the context or meaning thereof, its successors and permitted assigns) OF THE ONE PART.

AND

2. RAJIV GANDHI INSTITUTE OF PETROLEUM TECHNOLOGY, incorporated through an Act of Parliament under the laws of India, namely the Rajiv Gandhi Institute of Petroleum Technology Act 2007, having its registered office at Bahadurpur, P.O.- Harbanshganj, Jais, Amethi, Uttar Pradesh 229304 and having two centres at Bengaluru, Karnataka and at Sivasagar, Assam hereinafter referred to as the "RGIPT", (which expression shall include, unless contrary to the context or meaning thereof, its successors and permitted assigns) OF THE SECOND PART.

IDT and RGIPT shall hereinafter be individually referred to as "Party" and collectively as "Parties", as the case may be.

WHEREAS there is a need for a collaboration between IDT, a premier Institute of ONGC in South East Asia and RGIPT, a Institute of national importance of higher education, for carrying out advanced R&D in a well-structured manner, to enable ONGC to take the technological advancement to petroleum operations in the field for meeting the challenges and generate intellectual property for the Company/Institute



apart from providing a boost to indigenous manufacturing through technology transfer.

WHEREAS IDT which provides its techno-economic expertise & solutions to various field problems faced by various Assets and Basins of ONGC with the ultimate objective to promote cost- effective solutions. Besides R&D, the institute also imparts Training & disseminates the knowledge required for developing a qualified and efficient workforce capable of delivering through its Drilling Technology and Well Control Schools. In the coming years, IDT will be required to provide an effective solution for meeting challenges that will arise during the drilling of oil and gas wells in new frontiers like extreme Pressure wells, Parametric wells, Geothermal wells etc.

WHEREAS RGIPT is co- promoted as an energy domain specific institute by six leading oil Public Sector Undertakings (*Oil and Natural Gas Corporation Limited, Indian Oil Corporation Limited, Oil India Limited, Gail (India) Limited, Bharat Petroleum Corporation Limited and Hindustan Petroleum Corporation Limited*) in association with the Oil Industry Development Board (OIDB). The Institute is associating with leading International Universities/Institutions specializing in the domain of Petroleum Technology and Energy.

WHEREAS keeping a shared vision of providing technological advancement mentioned above in drilling and completion activity, this MOU is proposed to be entered between IDT and RGIPT.

WHEREAS this MOU is made for the purpose of having a broad understanding between the Parties hereto for taking up R & D projects, Training Programmes, commercialization of know - how etc.

WHEREAS, this MoU is aimed at sharing knowledge, resources and experiences for mutual benefit of both Parties.

WHEREAS as and when deemed proper and necessary, the Parties hereto shall work out and enter into separate detailed Definitive Agreement for each Project to be taken in pursuance of this MOU.



NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

OBJECTIVE

1. Recognizing the need for a substantial collaboration in the areas associated with drilling of a healthy well, both the Parties agree to identify and come to a mutual understanding on specific Project Activities which will be useful for successful drilling of wells, particularly on the frontier areas with a futuristic vision.
2. The basic objective of this MoU is to synergise the capabilities of IDT and RGIPT to accelerate the developmental efforts towards meeting the emerging requirements of the petroleum industry particularly in the area of drilling of wells thereby promoting the advancement of institutional interests.
3. To identify and pursue research projects of direct interest and relevance to Petroleum Industry. To pursue joint research and development projects, as defined and detailed from time to time based on mutual agreement.
4. IDT & RGIPT would like to seek technical support/ services of each other to pursue various projects of their interest. The probable research areas where both the institutes can interact for perceived mutual benefit are developing solutions to drilling, drilling fluid, cementing, completion fluid challenges in oil & gas wells and other mutually agreeable research areas. Parties may jointly review and add more research areas into this list from time to time.
5. To ensure mutual exchange of scientific information and literature.
6. To enable participation of RGIPT faculty members on technical review of the activities of IDT and also to enable the experts of IDT to participate in technical activities at RGIPT, by mutual consent.
7. To hold discussions and consultations on various research & developmental issues at IDT and/or at RGIPT, as the case may be, as per the convenience of both the institutes.
8. To utilize facilities, expertise and resources as per requirements of respective parties on mutually agreed terms and conditions on a case-to-case basis.

APPROACH

9. IDT will provide the concept, define deliverables and allocate resources for carrying out R&D activities by RGIPT in mutually agreed areas. RGIPT will explore available options, make an informed decision in consultation with IDT on the approach to the concept and carry out the required R&D required to provide the deliverables in a time-bound manner. IDT and RGIPT will come to a

Asubini

[Signature]

mutual understanding on projects to be undertaken as part of the collaborative working and will enter into separate agreement (a Project agreement).

10. To accomplish the objective outlined above, it is envisaged that the Heads or their authorized representatives of both the institutes shall interact with each other and shall hold discussions to finalize terms for undertaking specific proposals on joint research projects. During discussions, all matters of mutual interest shall be deliberated and documented for future references and applications in the course of the research activities under separate project-specific agreements.
11. Further, it is also agreed to hold such discussions and consultation typically twice a year, at IDT and RGIPT, alternately.
12. The expenses towards travel, boarding and lodging for the visits envisaged for preparing and finalising the projects of mutual interest under this MOU shall be borne by the respective institutes. However, it is agreed to provide boarding, lodging and local travel facilities to the visiting faculty/experts by the host institute wherever possible.
13. IDT and RGIPT shall facilitate access to their respective Libraries and other project-related infrastructure to the faculty/experts of the other institute as per the policies and norms of the respective institutes, as needed for implementation of the projects.

METHODOLOGY

14. IDT and RGIPT may take up projects in the research areas of developing solutions to drilling, drilling fluid, cementing, completion fluid challenges in oil & gas wells, and other mutually agreeable research areas. The identified projects will be reviewed from time to time to include or exclude projects as needed. For each such project, one Principal Investigator will be identified from both IDT and RGIPT and Parties will enter into a separate mutually agreeable agreement providing complete details of the projects, timeline, budget, deliverables, obligations including confidentiality, IPR and commercial rights, publication of results, dispute resolution mechanism etc. within the framework of this MOU.
15. For any project sponsored or funded by a third party for taking up by IDT and RGIPT, the terms and conditions will be mutually agreed to. In each of such projects, one principal investigator each from both IDT and RGIPT shall be identified who will be overall responsible for the project execution.
16. Each party agrees to provide necessary consultancy services or undertake assignments for research work or depute their experts for delivering limited numbers of technical lectures in the form of a structured program to the other party subject to the availability of expertise for the same and in accordance with

Asubh

1

the terms and conditions as agreed to both the sides in each of the specified cases. The scope of consultancy services/ undertaking assignments/ delivering technical lectures, responsibilities of the parties, financial obligations, etc. will be worked out jointly.

17. Both IDT and RGIPT may provide short/long term training to the engineers/scientists of other institute on specific subjects in specific areas of their expertise. The relevant details, terms and conditions for administering such training courses will be worked out jointly by IDT and RGIPT.
18. The laboratory facilities available with either side can be utilised by the other side on case to case basis, subject to availability and mutually agreed terms and conditions. Parties shall make available their laboratories/production facilities / other test facilities to each other for conducting tests on products as envisaged in the scope of work of each project with prior mutual consent.

FINANCIAL AGREEMENT

19. IDT and RGIPT shall finalise financial arrangements on case-to- case basis by way of separate Definitive Agreement (Project Agreement) subsequent to this MoU, while taking up any specific project.

GENERAL

20. Any modifications or amendments to this MOU shall be valid only if they are made in writing and duly signed by authorised representatives of both the parties of this MOU.
21. IDT and RGIPT shall be free to offer technical, academic and/or professional services to other parties without referring to the terms and conditions of this MOU or referring to any project- specific agreements/activities pursuant to this MOU, adhering to the confidentiality agreement of this MOU.
22. IDT and RGIPT shall nominate at least one officer each to facilitate coordination under this MOU within a fortnight from the date of signing this MOU.
23. Representatives of both sides shall meet periodically to review and monitor the progress of the work taken up under Project Agreement.
24. Scientists/Engineers of both parties may be associated during field trials or in other laboratory test facilities at IDT/RGIPT as the case may be, with the mutual consent of the parties.

DURATION AND TERMINATION

25. This MOU shall come into effect from the date it has been duly signed by both parties and shall initially remain valid for a period of Five (5) years. It shall be extendable for a further period by mutual consent.





26. During the tenure of this MOU, either party can terminate this MOU for breach of any of the terms of this MOU by the other Party or otherwise, by giving three (3) month notice in writing to the other party.
27. In the event of termination of this MOU, the rights and obligations of the parties hereto shall be settled by mutual discussion. This MOU may also be terminated by mutual consent amongst the Parties if it becomes apparent that the proposed concept is not feasible. However, termination of this MOU will not affect any ongoing project under a Project agreement, unless it is mutually agreed to terminate the project agreement also.

INDEMNITY

28. RGIPT shall defend, indemnify and hold IDT harmless from and against all claims, liabilities, damages and expenses (including but not limited to the expenses incurred in legal fees and other costs of defense etc.) arising out or in connection with this MOU to the personnel or property of IDT, ONGC, whether or not occasioned or the result in whole or in part of the negligence of RGIPT or its associates.
29. IDT shall defend, indemnify and hold RGIPT harmless from and against all claims, liabilities, damages and expenses (including but not limited to the expenses incurred in the legal fees and other costs of defense etc.) arising out or in connection with this MOU to the personnel or property of RGIPT, whether or not occasioned or the result in whole or in part of the negligence of IDT.

RESOLUTION OF DISPUTES

30. In the event of arising of differences or dispute relating to the interpretation and application of the provisions of this MoU, such dispute or differences shall be settled amicably between both the parties.
31. In the event of such differences/Dispute, either Party shall serve a written notice upon the other Party (the "Dispute Notice") proposing that the Parties seek to resolve the Dispute by amicable discussions. A Dispute shall be amicably settled within 30 (Thirty) days from the receipt of the Dispute Notice or such extended time as the Parties may agree upon.
32. On failure of amicable settlement of dispute/differences, such disputes/differences 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, including amendments from time to time (if applicable).

FORCE MAJEURE

33. Each of the party hereto shall be excused from the performance of its obligation

Asubh

[Signature]

by force Majeure and such excuse shall continue as long as the condition constituting such force majeure persists. The parties claiming force majeure will inform the other party about the condition within 72 hours of the occurrence leading to force majeure. "Force Majeure" includes causes beyond the control of any party, including without limitation, acts of God, acts, regulations or laws of any Government, war, civil commotion, destruction of office facilities or materials by fire, earthquake, flood or storm, terrorism, epidemics, pandemic and failure of public utilities directly affecting the performance of the project.

JURISDICTION & APPLICABLE LAW

34. This MOU including all matters connected with this MoU, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts (i.e, the place where this MOU is signed in India).

INTELLECTUAL PROPERTY RIGHTS (IPR)

35. The intellectual property arising in pursuance of this MOU shall be jointly held in the names of the ONGC and RGIPT wherein ONGC will be the first party. ONGC will be responsible to file, maintain and defend the Intellectual Property against any claims and/or possible encroachment using its own resources. However, technical support to defend any claim and /or possible encroachment will be provided by RGIPT. RGIPT shall retain the rights for teaching and to continue research in the specified area using the Intellectual Property thus developed.
36. The right to first use of IPR/ Patent/ Technology developed through this collaboration for its commercial exploitation shall exclusively rest with ONGC and its group companies.
37. ONGC/RGIPT shall have full right to transferring/ assigning/ licensing/ product/ process/technology developed under this collaboration to third party with the prior mutual written consent of the parties.
38. In case of the generation of profits by its uses from third party, same will be shared by both parties. The proportion of such sharing of profits will be mutually decided on a case to case basis.

CONFIDENTIALITY

39. In the course of negotiations, non-public, proprietary and confidential information will be exchanged amongst the Parties. The Parties agree to treat such information confidential and to use their best efforts to protect such information from disclosure to any third party.
40. During the term of the MOU, each party agrees to consider information accepted from the other party as confidential provided they are clearly marked



so, in written or tangible form. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:

- a. is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
- b. is already known or become known to the receiving party
- c. is received from a third party having no obligations of confidentiality to the disclosing party,
- d. is independently developed by the receiving party; or
- e. is required to be disclosed by law or court order.

41. The obligations of confidentiality shall remain applicable for a period of five years after the termination or expiry of the period of this MOU, as the case may be.
42. Nothing in this MOU shall affect any rights that the Disclosing Party may have in relation to the Confidential Information, neither shall this MOU provide the Receiving Party with any right or license under any patents, copyrights, trade secrets, or the like in relation to the Confidential Information.

ENTIRETY

43. This MOU contains the entire understanding between the Parties to achieve the objectives and supersedes and replaces all prior discussions, negotiations representations or agreements relating to the subject matter covered herein.
44. This MOU is entered only to reflect understanding reached between the Parties and does not create any legal obligations on either Party at this stage.

CO-ORDINATORS:



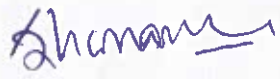
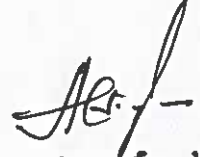


45. The following have been nominated as Co-ordinators in respect of the proposed work under the MOU. In case of any change, each Party shall notify the other party in writing of any change in the Co-ordinators.

Sh. Bhaskar De, GGM(D), Head of CMT(R&D)TG, IDT, ONGC, Dehradun, Phone no:09868393377 Email:de_bhaskar@ongc.co.in	Dr. Satish Kumar Associate Professors (Geophysics), Department of Petroleum Engineering, RGIPT, Amethi. Phone no.: 09453045135 Email: ssinha@rgpit.ac.in
---	---

Asubid

[Signature]

In witness whereof, the parties hereto have put their hands and seal to this Memorandum of understanding on the date, month and year first hereinabove mentioned.

<p>Signature: </p> <p>Name: G.A.V.S. Prasad</p> <p>Designation: HOI - IDT</p> <p>AUTHORISED SIGNATORY.</p> <p>For and on behalf of</p> <p>Oil and Natural Gas Corporation Limited</p>	<p>Signature: </p> <p>Name: A.S.K. SINHA</p> <p>Designation: Director</p> <p>AUTHORISED SIGNATORY.</p> <p>For and on behalf of</p> <p>Rajiv Gandhi Institute of Petroleum and Technology</p>
<p>Witness 1:</p> <p>Signature: </p> <p>Name: Bhaskar De</p> <p>Designation: GGM(D) ONGC</p>	<p>Witness 1:</p> <p>Signature: </p> <p>Name: Dr. Atok K. Singh</p> <p>Designation: Associate Professor</p>
<p>Witness 2:</p> <p>Signature: </p> <p>Name: ASHOK KUMAR</p> <p>Designation: GGM(D)</p>	<p>Witness 2:</p> <p>Signature: </p> <p>Name: Dr. SATISH KUMAR SINHA</p> <p>Designation: Head, Petroleum Engg.</p>

Place:

Seal of the respective institute