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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered on this 14th day of April, 2022 by and between:

Indian Institute of Chemical Engineers, a society duly registered under the Government of West Bengal XXVI of 1961, and having its Registered Office at Dr H L Roy Building, Jadavpur University Campus, Kolkata – 700032 (hereinafter referred to as "IIChE", which expression unless repugnant to the context shall mean and include its successors-in-interest and permitted assigns), of the one part.

AND

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, Amethi, Uttar Pradesh, with two centers one at Bengaluru and one at Sivasagar, Assam (hereinafter referred to as "RGPT", which expression unless repugnant to the context shall mean and include its successors and permitted assigns), of the other part.

"Party" means IIChE or RGPT as appropriate in the context of this MoU. "Parties" means IIChE and RGPT.

RECITALS

WHEREAS IChE is India's premier Chemical Engineering society, and its activities include promoting the advancement of Chemical Engineering Science, protecting the interests of Chemical Engineers, serving as an authoritative body on all matters pertaining to the teaching and profession of Chemical Engineering and conducting research on Chemical Engineering problems.

Whereas, RGIPT is one of the premier petroleum institute in India and is providing world class education, training, and research to roll out efficient human resources to meet the growing requirements of the Petroleum & Energy sector.

WHEREAS IChE and RGIPT have agreed to collaborate for promotion of education, research and innovation under which students through IChE Research Scholarship will carry out their Ph.D. dissertation work at RGIPT.

AND WHEREAS to this end, IChE and RGIPT have negotiated certain terms and conditions set forth in this MoU on the basis of which they may collaborate in future.

NOW THEREFORE THIS MoU WITNESSED AS FOLLOWS

1.0 DEFINITIONS

1.1 Unless repugnant to the subject or context thereof, the following expressions with their grammatical variations herein used shall have the meanings ascribed hereunder:

- i. "Research Project" means projects of interest on which IChE & RGIPT mutually agree to conduct work. Initial list of mutually agreed broad research areas include:
 - a. Chemical Engineering
 - b. Polymer Science/Technology
 - c. Electrochemical Engineering
 - d. Biochemical Engineering
 - e. Nanotechnology
 - f. Alternative Energy Sources
 - g. Any other areas of mutual interest decided by parties during the term of the agreement

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- ii. "Third Party" means any person or entity other than Parties who is not signatory to this MoU.
- iii. "Technical Information" means designs, drawings, proprietary data, process, knowhow and other information in whatsoever from tangible or intangible available, used, generated or otherwise, acquired by or available to either Party in relation to the product development furnished directly or indirectly by either Party to the other Party.
- iv. "Intellectual Property Rights" means the rights in patent(s), copyright(s), design(s), product(s), Process(es) and other intellectual property rights whatsoever (whether registerable or not) with respect to the developed technology (ies) or any improvements thereof.
- v. "Background Intellectual Property" shall mean any or all Intellectual Property including patents, patent applications, copyright, trademarks or designs, which are developed by the parties individually prior to the Effective Date of this MoU.

1.2 The singular shall include the plural and vice-versa.

2.0 OBJECTIVES OF MoU :

- i) To collaborate for promotion of education, research, and innovation for directing Research and Development on projects which are relevant to the industry and have high prospects of commercialization.
- ii) To provide opportunity to students of RGIPT, preferably CSIR-NET/ GATE qualified students (hereinafter called "IChE-RGIPT Research Scholar") for undertaking Ph.D. research work on a topic of mutual interest.

3.0 SELECTION OF Ph.D. RESEARCH SCHOLAR :

3.1 IChE-RGIPT Research Scholars for Ph.D. will be selected as per RGIPT selection criteria adopted by respective Departments/Centers/Schools in consultation with IChE.

3.2 IChE shall provide Scholarship to one IChE-RGIPT Research Scholar.

4.0 Ph.D. RESEARCH SCHOLARS under IChE-RGIPT MoU

4.1 RGIPT will facilitate registration of IChE-RGIPT Research Scholars willing to undertake Ph.D. All applicable fee for registration etc. at RGIPT will be paid by the Research Scholar as per the prevailing rules of RGIPT.

4.2 The registration of the selected Research Scholar shall be the responsibility of RGIPT and a Faculty of RGIPT from concerned research area would be the supervisor.

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4.3 The student eligible for "IChE-RGIPT Scholarship" must be UGC/CSIR-NET or GATE qualified.

4.4 The registered IChE-RGIPT Research Scholar shall complete the course work and attend classes as per the rules of RGIPT.

4.5 The registered IChE-RGIPT Research Scholar will be carrying out research at RGIPT or at Industries/ R&D Institutions as per the need of the project.

4.6 The supervisor from RGIPT shall be responsible for monitoring the progress in the project and reporting to IChE for release of scholarship.

4.7 In case, the IChE-RGIPT Research Scholar leaves before completing the Ph.D. research work, RGIPT shall inform IChE.

5.0 PROJECT IDENTIFICATION AND APPROVALS :

5.1 The project work to be carried out by IChE-RGIPT Research Scholar shall be jointly identified by RGIPT and IChE within the identified areas of research.

5.2 The Dean (Academic Affairs) from RGIPT and the Chairman R&D Committee of IChE shall jointly submit a detailed project proposal to the President, IChE for approval, whose decision shall be final.

6.0 SCHOLARSHIP PAYMENT AND ACCOMODATION :

The Research Scholar under IChE-RGIPT will get Rs. 5000/- per month from IChE and balance amount of scholarship along with HRA and Contingency grant shall be paid by RGIPT. IChE will pay to only one research scholar at a time under this scheme. However, it can be modified from time to time as per the decision of the IChE Council.

7.0 INFRASTRUCTURE FACILITIES :

7.1 The research project work shall be carried out primarily at RGIPT and/or at Industries/ R&D Institutions as per the need of the project/ depending upon the availability of facilities.

7.2 The Supervisor from RGIPT shall ensure arrangement and availability of all the infrastructure and research facilities at the institute and/or access to the research facilities at Industries/ R&D Institutions to carry out research project. The Supervisor

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shall also be responsible for the progress of the research project, needs and attendance of the Research Scholars and other issues.

8.0 PERFORMANCE EVALUATION :

RGIPT shall review the "Progress of IICHe-RGIPT Research Scholar" on semester basis, as per the guidelines given in the Institute Ordinances, and send a "Technical Progress Report" on the project every semester (6 monthly) to IICHe.

9.0 INTELLECTUAL PROPERTY RIGHTS :

9.1 Each Party shall retain ownership of its Background IP and also of its Intellectual Property Rights developed or acquired outside of the Research Project as on the effective date of the MoU and/or the Research Project as the case may be.

9.2 If the results of the investigations/Research Project are such that Intellectual Property Rights could be secured, then IICHe shall apply, secure, defend and maintain the Intellectual Property Rights.

9.3 The Intellectual Property developed in pursuant to this MoU shall vest jointly with IICHe and RGIPT, the extent of ownership being equal and undivided. The expenditure incurred for applying, securing, defending and maintaining the said Intellectual Property shall be borne equally by IICHe and RGIPT. In case of International Filings of IP, RGIPT and IICHe shall mutually agree on the international filing destinations. The ownership of such IP in foreign countries shall also vest with IICHe and RGIPT jointly. The Supervisor and the IICHe-RGIPT Research Fellow shall also be considered inventors for the patents.

9.4 Similarly, all expenditure incurred for valuation, identification of potential licensees, execution of licensing agreement etc. commercialization of technology shall be equally shared by IICHe and RGIPT. IICHe and RGIPT shall have equal right in the earning on account of licensing / commercialization of technology.

All such expenditure by RGIPT (clauses 9.3 and 9.4) shall be made from a separate account based on advance invoices raised by party that executes IP and commercialization activities

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- 9.5 In case RGIPT does not wish to be recorded as co-owner/joint applicant in any IP application filed in India or any corresponding application(s) filed in foreign jurisdictions, RGIPT agrees to assign and hereby does assign all its rights under such IP application(s) to IChE. RGIPT shall provide a written notice of relinquishment of its rights under such IP applications to IChE upon being conveyed IChE's intention of filing the IP application and the destination countries. The expenditure incurred for applying, securing, defending and maintaining such IP shall be borne by IChE. The researchers (Supervisor/ Research Scholar) RGIPT would be recorded as inventors for such IP applications. Further, RGIPT also agrees to provide such assistance to IChE as may be necessary in the process of filing and prosecuting such IP applications, including having assignments executed by its inventors in favor of IChE, providing technical information for drafting specifications etc.
- 9.6 Publication related to any research work, in respect of the PROJECT shall be in the name Research Scholar and Supervisor of RGIPT and/or IChE. RGIPT shall duly acknowledge Indian Institute of Chemical Engineers (IChE) in each of the publication as the author's affiliation.
- 9.7 Technical Information supplied by either Party to the other Party pursuant to this MoU shall be regarded by either Party as the proprietary and confidential information of the respective Party.

10.0 CONFIDENTIALITY OF TECHNICAL INFORMATION

10.1 Definitions:

- a. "Confidential Information" means any and all data, reports, records, correspondence, notes, compilations, studies and other information including Technical Information and other patent protected information disclosed directly or indirectly by one Party or any of their representatives, agents, consultants or advisers to another Party and/or any of their representatives, agents, whether such information is disclosed orally, in writing, in machine readable form or by any other means, regardless of whether such information is identified as confidential, and includes, without limitation, any information ascertainable by inspection by one Party or

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its representatives of the premises or business of another Party.

- b. "Disclosing Party" means RGIPT when disclosing Confidential Information to IChE and IChE when disclosing Confidential Information to RGIPT.
- c. "Permitted Recipients" means director, officer, employee, junior research fellow or consultant of the Receiving Party who have a need to know Confidential Information in pursuance of this MoU.
- d. "Receiving Party" means IChE, when receiving Confidential Information from RGIPT and RGIPT when receiving Confidential Information from IChE.

10.2 OBLIGATIONS OF CONFIDENTIALITY AND RESTRICTIVE USE :

Unless otherwise agreed between the Parties, the Receiving Party shall:

- a) not disclose any Confidential Information to anyone except to the Permitted Recipients, subject to the Permitted Recipients being bound by the obligations of confidentiality as contained in this MoU;
- b) use all Confidential Information exclusively in furtherance of this MoU but without prejudice to the generality of the foregoing, the Receiving Party shall not make any commercial use thereof or use the same for the benefit of itself or of any third party other than pursuant to this MoU or as agreed by the Parties in the future;
- c) keep confidential and hold all Confidential Information with no less a degree of care as is used for the Receiving Party's own confidential information provided that such care meets at least reasonable standards of prudence;
- d) inform the Disclosing Party immediately if the Receiving Party becomes aware that Confidential Information has been disclosed or come into the possession of an unauthorised third party.
- e) not to publish any articles relating to the confidential information without obtaining the Disclosing Party's prior written permission.

10.3 EXCLUSIONS FROM OBLIGATIONS TO KEEP CONFIDENTIAL AND RESTRICTIVE USE

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The obligations to keep confidential all Confidential Information as specified above shall not apply to the extent that the Receiving Party can prove that any of that information:

- a) is at the time of disclosure generally available to the public through no breach of this MoU by the Receiving Party;
- b) is lawfully obtained by the Receiving Party from a third party without an obligation of confidentiality, provided that to the knowledge of the Receiving Party, such third party is not in breach of any obligation of confidentiality to the Disclosing Party, relating to that information;
- c) is developed by the Receiving Party independently or jointly with a third party(ies) without resort to the disclosed Confidential Information;
- d) is already in the possession of or known to the Receiving Party prior to the date hereof or not otherwise subject to obligations of confidentiality;
- e) approved for release or use by written authorisation of the Disclosing Party; or
- f) required to be disclosed by any law, judicial order or any regulation or rule of any governmental, supervisory or regulatory authority.

10.4 NO LICENCE OR OWNERSHIP :

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.

10.5 REMEDIES IN CASE OF BREACH :

In addition to any remedies under the applicable law, each Party recognizes that any breach or violation of the confidentiality obligations under this MoU by it may cause irreparable harm which monetary compensation may not necessarily remedy, and which damages will be difficult to ascertain. Therefore, upon any actual or impending violation of the confidentiality obligations under this MoU, the Parties may obtain, in addition to, and without limiting, any other remedy or right it may have, from any court of competent jurisdiction, a preliminary, temporary or permanent

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injunction, restraining or enjoining that violation by the other Party or any entity or person acting in concert with that Party.

10.6 RETURN OF CONFIDENTIAL INFORMATION :

In case of early termination of this MoU, Parties may request either of parties for the return or disposal of the Confidential Information within ninety (90) days of such termination. Disposal means execution of reasonable measures to destroy all copies including electronic data. Destruction shall be confirmed in writing. Disposal shall be effected within thirty (30) days of the request being made.

10.7 OBLIGATIONS TO CONTINUE:

The obligations of Receiving Party as set forth in this Clause 6, shall remain in effect for a period of 5 years from the Effective Date.

11.0 FORCE MAJEURE :

11.1 No failure, delay, or omission by either Party to fulfil any of its obligations under the Agreement (other than the obligation to make payments when due and obligation to maintain confidentiality) shall give rise to any claim against such Party or be deemed to be a breach of an Agreement and to the extent such failure, delay or omission arises from any of the following events not within the reasonable control of such Party (each an event of "Force Majeure"):

11.2 Force majeure mean any acts beyond the reasonable control of a Party and shall include (but not be limited to) acts of God, war, flood, earthquake, industrial strike, epidemic, riots and civil disturbances, terrorist invasions, compliance with the laws with which Parties are obliged to comply (except where such non-compliance is caused by Wilful Misconduct of Party) and order of any government and/or authority. If the force majeure conditions continue beyond 6(six) months, the Parties shall jointly decide about the further course of action.

11.3 A Party whose performance of its obligations under this Agreement is delayed or prevented by Force Majeure shall:

- a) as soon as practicable notify the other Party of the nature, extent, effect and likely duration of the circumstances constituting Force Majeure;
- b) use all reasonable endeavors to minimize the effect of the

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Force Majeure on its performance of its obligations under this Agreement without incurring material additional expense; and

- c) forthwith after the cessation of the Force Majeure, notify the other Party thereof and resume full performance of its obligations under this Agreement.

12.0 GENERAL PROVISIONS :

12.1 AMENDMENTS

No amendment or modification of this MoU shall be valid unless the same is made in writing and signed by the authorized representatives of both the Parties.

The modification/ changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

12.2 RIGHTS, LIABILITIES and ASSIGNMENTS :

The rights and liabilities of any Party to this MoU shall not be assigned except with the prior written consent of the other Party, and subject to such terms and conditions as may be mutually agreed upon.

No assignment shall be valid until the assignee has assumed all of the rights and obligations of the assignor under this MoU.

12.3 Invalidation of any provision hereunder or contravention thereby of any law, rule or regulation shall not affect the validity of other provisions.

12.4 (i) The addresses of the Parties hereto are as follows:

IICHE	RGIPT
Indian Institute of Chemical Engineers Dr H L Roy Building Jadavpur University Campus Kolkata - 700032. Attn : Facsimile : Email: Phone No.	Rajiv Gandhi Institute of Petroleum Technology Jais, Amethi-229304, Uttar Pradesh Attn: Facsimile : Email: Phone No.

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- (ii) Notices and written statements required hereunder shall be deemed effective on date of dispatch by mail or courier to the above address.

Facsimile message/email shall be confirmed by hard copy in original sent by mail or courier and shall be deemed effective from date of such dispatch.

- 12.4 Nothing in this MoU shall be construed as creating the relationship of principal and agent or the formation of a partnership between IICChE and RGIPT.

- 12.5 Notwithstanding anything contained herein under this MoU, either Party makes no representations, extends no warranties, either express or implied, and assumes no responsibility whatsoever under this MoU with respect to the Intellectual Property Rights or improvements other than those contained in this MoU.

- 12.6 Neither Party shall be responsible/indemnify each other for Property damage or bodily injury or death to any personnel, its client(s) and/or any Third Party arising during the execution of this MoU.

- 12.7 In no event shall Parties be liable for special or consequential or indirect damages including but not limited to, loss of profits and loss of use.

This limitation shall apply whether the cause of action relates to this MoU or arises out of the use or application of the Joint Technology, Technical Information, Intellectual Property Rights, Improvements, and other assistance provided by either Party under or pursuant to this Agreement and shall apply regardless of the legal theory of Tort, Contract or otherwise applicable.

13.0 EFFECTIVE DATE :

The effective date shall mean the date on which this MoU shall be deemed to have come into force. This MoU shall be effective from the date of signing.

However, Research Scholars already enrolled at RGIPT under this MoU on the date of completion of agreement in a specific PROJECT will continue to carry out research activities and get scholarship, as applicable, till submission of thesis or completion of 4 years from the

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A. K.

For and on behalf of

INDIAN INSTITUTE OF
CHEMICAL
ENGINEERS

For and on behalf of

RGIPT, Jais, Amethi

date of joining, whichever is earlier and the parties will continue to provide the financial and in-kind support set out in this MoU to such Research Scholars. Any extension of the PROJECT for the 5th Year will be subject to prior approval by the President, IICChE.

14.0 TERM AND TERMINATION :

14.1 This MoU will remain valid minimum for five years starting from 14th April 2022 and may be continued thereafter, if mutually agreed after suitable review and agreement. Violation of any terms of this agreement will result in termination of the agreement.

14.2 Termination of this MoU pursuant to this clause 14.1, will not prejudice the facilities provided (as per Clause 6.0) to IICChE-RGIPT Research Scholars enrolled at RGIPT at the date of termination and the parties will continue to provide the financial and in-kind support as per Clause 14 to such Research Scholars as per Clause 13 to such Research Scholars

15.0 DISPUTE RESOLUTION :

Should there be a dispute relating to any aspect of the MoU, remaining unresolved at the level of the Chairman R&D Committee, IICChE and Dean, Academic Affairs, (RGIPT), shall be referred to the President, IICChE and Director, RGIPT, who shall jointly resolve the dispute in a spirit of mutual respect and shared responsibility.

16.0 SIGNATURES OF PARTIES :

The Agreement has been executed in two originals; each one of these has been retained by IICChE and RGIPT.

IN WITNESS WHEREOF THE DULY AUTHORISED OFFICERS OF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

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Signature: Ashtoto

Signature: D. M. Butala

Name: A. S. K. Sule

Name: D. M. BUTALA

Designation: Director

Designation: President, IICHE

Witness

Signature: _____

Signature: _____

Name:

Name:

Designation:

Designation: