



Memorandum of Understanding

Between

Rajiv Gandhi Institute of Petroleum Technology (“RGIPT”)

Jais, Amethi, Uttar Pradesh, India

AND

**Gujarat Energy Research and Management Institute
 (“GERMI”)**

Gandhinagar, Gujarat, India

Date: 17 September, 2022



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum" or "MoU") is executed on 17th September 2022, at Gandhinagar, Gujarat.

BY AND BETWEEN

Rajiv Gandhi Institute of Petroleum Technology (RGIPT) has been established by an Act of Parliament ("Rajiv Gandhi Institute of Petroleum Technology Act 2007"). RGIPT is an autonomous Institute of National Importance under the administrative control of Ministry of Petroleum and Natural Gas (MoPNG), Govt. of India and having its campus at Jais, Amethi, Uttar Pradesh with two centers one at Bengaluru and one at Sivasagar, Assam (hereinafter referred to as "RGIPT").

AND

Gujarat Energy Research and Management Institute (GERMI) is registered under the Societies Registration Act, 1860 and the Bombay Public Trust Act, 1950 and has its registered office at Block No 15, 2nd Floor, Udyog Bhavan, Gandhinagar, Gujarat 382 011 and operating from First Floor, Energy Building, PDU Campus, Raisan, Gandhinagar, Gujarat 382 001 (hereinafter referred to as "GERMI").

RGIPT and GERMI, for the purpose of this MoU, are hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS,

- (A) RGIPT is established, along the lines of IITs, with the objective to provide world class education, training, and research to roll out efficient human resources to meet the growing requirements of the Petroleum & Energy sector.
- (B) RGIPT is co-promoted by six leading Oil & Gas Public Sector Units (ONGC, IOCL, OIL, GAIL, BPCL and HPCL) in association with the OIDB.
- (C) RGIPT is offering Undergraduate (Chemical Engineering, Computer Science & Engineering, Computer Science & Design Engineering Electronics Engineering, Electrical Engineering, Geo-Science & Engineering, Information Technology, Mathematics & Computing, Petroleum Engineering and Renewable Energy Engineering), Postgraduate (Chemical, Petroleum, AI in Energy, Electric Vehicle Technology, Data Science in Energy, Renewable Energy, MBA, MBA (Energy Transition) and MBA (Data Analytics) and Doctoral (Engineering, Management, Sciences & Humanities) programmes.
- (D) GERMI is an autonomous Trust and Society under the Government of Gujarat and promoted by Gujarat State Petroleum Corporation Limited (GSPC), a public-sector undertaking of the Government of Gujarat. GERMI is a non-profit Trust and Society, and also a recognized Scientific and Industrial Research Organization recognized by the Department of Scientific and Industrial Research (DSIR), Government of India



- (E) GERMI is a Center for Excellence in industry learning recognized Scientific and Industrial Research Organization and is set up to develop human resource assets to cater to the renewable as well as non-renewable energy sectors, improve the knowledge base of policymakers and technologists and provide a competitive edge to leaders to compete in the global arena.
- (F) GERMI has its strength in the areas of capacity building, research, project management consultancy, third party engineering/Inspection, advisory services, etc.
- (G) GERMI provides extensive services in the field of solar energy to governments, public and private organizations alike ranging from policy and regulation formation, programme implementation, business advisory, feasibility studies, detailed project report (DPR) engineering services, bid process coordination (BPC) including bid preparation and bid evaluation, project management consultancy (PMC), third-party inspection (TPI), professional and vocational training for both ground-mounted and rooftop projects, Electrical Vehicle, Battery Energy Storage System alike. GERMI has an extensive experience of Consultancy Services over 10 GW.
- (H) RGIPT and GERMI, have mutually identified several areas wherein they can combine their core strengths and aid each other to further their activities and serve the Petroleum, Refining, Petrochemical, Fuel Cell, Energy Policy, Think Tank, Battery Energy Storage, E-Mobility & Renewable Energy Sector as a whole.

NOW, RGIPT and GREMI (hereinafter individually referred to as "Party" and collectively referred to as "Parties"), through this MoU, are envisaging exploring joint initiatives and activities based on the following understanding.

IT IS THEREFORE, AGREED AS FOLLOWS:

1. Scope of Understanding & Joint Responsibilities

- 1.1. The Parties hereto intend that there are synergies in each other's activities which could be utilized for mutual benefits and in turn benefit of the society at large.
- 1.2. Under this MoU, GERMI will look after the operational/ implementation activities while RGIPT will provide expert services, as required, in various initiatives including but not limited to demonstration projects and pilots, capacity building, advisory services, project management and consultancy in the areas of Petroleum & Renewable Energy including Green Hydrogen.
- 1.3. RGIPT & GERMI acknowledge each other's strength & expertise and enter into a long-term and sustainable professional and research collaboration and aims to submit joint research proposals to industries and external funding bodies.
- 1.4. The Parties wish to establish a cooperative and supportive team wherein each Party will devote adequate resources including but not limited to skilled manpower, capital equipment, facilities, and other resources to timely support the activities of this MoU.



1.5. Both parties agree to mutually work together,

- a. Feasibility and implementation of Green Hydrogen Project.
- b. Project Management Consultancy and skill development activities in the areas of renewable energy.
- c. Feasibility and implementation of Battery Energy Shifting from Conventional and RE Power plant.
- d. Feasibility and implementation of Distributed Battery Management Station for MW scale Battery.
- e. The Parties agree to evolve measures to facilitate meaningful and productive cooperation for achieving common objectives in mutually beneficial areas as identified above. However, the association may extend to any other area mutually agreed upon.
- f. The Parties may consult with each other, whenever it may be appropriate and necessary, on the matters covered by this Memorandum and will make their best endeavours to ensure that employees and other staff of all the organization cooperate in good faith with one another.
- g. The Parties shall jointly monitor and evaluate the performance of the activities proposed under this MOU.

2. NO COMMITMENT

- a. The parties hereby acknowledge and agree that this MoU is not legally binding. It is not the parties' intention to create, and nothing herein shall be construed as creating, legal rights and obligations or any commitment whatsoever.
- b. Any specific initiative undertaken by the Parties under the scope of this MoU may be structured through a separate agreement in writing, which would define the various modalities by the Parties for that initiative.

3. SHARING OF EXPENSES

All expenses incurred towards carrying out activities pertaining to the projects as envisaged under this MoU, and shall be discussed mutually and decided by a separate proposal or agreement on case-to-case basis.



4. Confidentiality, Validity, Amendment, or Modification

- a. This MoU is an agreement in good faith and hence it is essential that for each activity, **RGIPT and GERMI** collaborate on mutually agreed terms. Such terms and conditions will be in writing and accepted by all parties.
- b. All information and contents of documents connected with this Agreement and the transactions hereunder shall be treated as confidential and shall not be disclosed by either party hereto to any third party.
- c. Any differences or disputes arising between the Parties and affecting the Performance of programs undertaken or giving rise to some liability will be settled by mutual agreement between the Parties. If for any reason such differences and/or disputes cannot be resolved amicably by the parties within 30 days (or such other period as the parties may agree to, in writing), the same shall be finally settled by way of arbitration proceedings under the jurisdiction at Gandhinagar, Gujarat, India as per the provisions of Arbitration and Conciliation Act.
- d. This MoU is entered into in a spirit of mutual co-operation and understanding and, accordingly, each of the parties hereto shall co-operate with one another.
- e. Nothing contained in this MoU shall constitute or imply a partnership between the parties hereto. All the parties hereto are acting in the capacity of independent continuePrincipals and neither party shall be construed to be the agent of the other.
- f. Neither party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to exigency of one or more force majeure events such as, but not limited to, acts like floods, earthquake, strike, lockouts, epidemics, riots, wars and commotions etc. If the force majeure conditions beyond six months, the parties shall then mutually decide about the future course of action.
- g. Any of the Parties have the right to revoke or cancel this MoU, if there is any contraction of interest/activities from any of the parties with the prior and proper notice of 3 months to other party.
- h. This MoU may be amended or modified at any time through mutual consent of the parties.
- i. This MoU shall take effect from the date of signing and shall be valid for a period of 3 (three) years from the date of signing with provision for a review at the end of each year. Either party may terminate this MoU at any time by giving a notice of 3 (three) months to the parties of its intention to terminate it.



5. Limitation of liability

5.1. Neither Party shall be liable for any indirect, punitive, special, incidental or consequential damages in connection with or arising out of this MoU (including, without limitation to loss of profits, use, data or economic advantage of any sort) and on any theory of liability even if either Party had been advised of possibility of such damage. Each Party's Liability would be limited to the extent of Payments of fees payable to that Party.

5.2. Neither RGPT nor GERMI shall have any liabilities towards each other after the completion of the Term except those that have arisen as a consequence of the activities of the parties during the Term.

6. Indemnification

All Parties agree to defend, indemnify and hold the other Party harmless from and against any Claim that the indemnifying Party's negligent or willful acts or omissions resulted in personal injury (including death) or damage to tangible property. The indemnified party will give the other party (i) prompt written notice of any actual or alleged Claim; (ii) sole control of the defense and settlement of such Claim; and (iii) all information, reasonable assistance, and authority to fully defend and settle such Claim. The indemnifying Party may not compromise or settle any Claim or consent to the entry of any judgment without the indemnified Party's prior written consent, provided that the indemnified Party will not unreasonably withhold or delay giving consent.

In witness, whereof the parties hereto have by their duly authorized representatives executed this Memorandum of Understanding on the date and year first above written.

Signed for and on behalf of:

Rajiv Gandhi Institute of Petroleum
Technology (RGPT)

Signature : 

Name : Prof. A. S. K. Sinha

Title : Director

Signed for and on behalf of:

Gujarat Energy Research and Management
Institute (GERMI)

Signature : 

Name : Dr. Biswajit Roy

Title : Director General

Witnesses:

1) Signature: 

Name: M.S. Balathanigaimani

2) Signature: 

Name: Milan Kumar

1) Signature: 

Name: Dr. Akash Darda

2) Signature: 

Name: Koushik Patel