

# MEMORANDUM OF UNDERSTANDING

BETWEEN

Petroleum Planning & Analysis Cell  
Ministry of Petroleum & Natural Gas  
New Delhi

AND

Rajiv Gandhi Institute of Petroleum Technology  
Jais, Amethi  
(An Institution of National Importance under MoPNG, Govt of India)

Memorandum of Understanding

## 1 THE AGREEMENT

THIS MoU made and entered into on this 31<sup>st</sup> day of March, Two Thousand Twenty Three between **Petroleum Planning & Analysis Cell under Ministry of Petroleum & Natural Gas, New Delhi** (Hereinafter called PPAC) which expression shall where the context so admits include its successors and permitted assigns) of the other part,

AND

**Rajiv Gandhi Institute of Petroleum Technology, Jais, Amethi** (herein referred to as RGIPT), an Institution of National Importance, having its campus at Jais, Amethi Uttar Pradesh (Hereinafter called RGIPT which expression shall where the context so admits include its successors and permitted assigns) of the one part.

## 2 PREAMBLE

Whereas RGIPT is a premier Institute of National Importance with the prime objective to provide excellent education, training, and research to roll out efficient human resources, and to meet the growing requirements of the Petroleum and Energy sector.

Petroleum Planning & Analysis Cell (PPAC), attached to the Ministry of Petroleum and Natural Gas, assists the Government in Maintenance and Analysis of information data bank, Analyzing and forecasting the trends in the international and domestic oil and gas markets and carrying out studies as may be entrusted to it by the Ministry.

Both RGIPT and PPAC are individually called "PARTY" and collectively called "PARTIES."

Now, therefore, in consideration of the premises and mutual covenant, the parties hereto agree as follows:

RGIPT and PPAC consider it mutually advantageous to pool their resources, cooperate with each other, work together to consolidate and improve their respective positions to achieve the common objective for their mutual benefit.

Now, therefore, in consideration of the above mutual covenants, this MoU witnesses the understanding of both the parties as set out below:

## 3 SCOPE OF THE MoU

The MoU details the general terms and conditions, modalities of collaboration and responsibilities and obligations pertaining to the work carried out by RGIPT and PPAC. The intent is to Co-operate in the field of Energy production, consumption, imports & exports, prices, alternate fuels, petrochemicals or any other area of mutual interest agreed by the parties in writing.

#### 4 PERIOD OF MOU

This MOU comes into effect from the date of its signing and will remain in force for an initial period of 3 (three) years. The validity of the agreement can be extended by mutual agreement between two parties. Either Party may terminate this MoU on three months' written notice delivered to the other Party at any time.

#### 5 FORMS OF CO-OPERATION BETWEEN RGIPT & PPAC

Both the parties agree to work in the area of Energy in general & related to Oil & Gas sector. PPAC in coordination with RGIPT will facilitate research studies in the areas of Energy in general & related to Oil & Gas sector with mutual consent.

5.1 The forms of co-operation undertaken by the Parties would be to identify research/demonstration/pilot projects in the mutually identified areas, few of which are detailed hereunder:

- RGIPT may collaborate with PPAC for its students studying Bachelor/Masters for internship in areas of mutual consent.
- RGIPT will exchange information on the research projects being carried out at the institute and papers published.
- Both parties will provide data, statistics, indicators and other information which is not classified or proprietary for mutual interest in the sector
- Carrying out joint studies, including demand and supply of oil & gas, biofuels, renewables and growth and stability of global and regional oil & gas markets
- Participation of officials in seminars, workshops and conferences organized by the either Party and organizing joint seminars, workshops and conferences
- Other forms of co-operation mutually agreed by the Parties in writing.

5.2 Specific areas of interest

- Transition in the Transport, Industry & Cooking Sector for clean pathways
- Roadmap for Climate change & SDG Compliance
- Bio-fuels – Bio-ethanol, methanol, SAF, CBG, Biomass/MSW market scenario in India and tapping the potential
- Future of Petrochemicals & Oil to Chemicals pathways.
- Roadmap for increased blending in MS, HSD & LPG encompassing global developments.

- Optimization for efficient petroleum product transportation model shift opportunities and challenges in the petroleum sector.
- Hydrogen economy related to Oil & Gas sector in the Country including Hydrogen generation, transportation & CO2 valorization for mitigating emissions.
- Increasing the efficiencies in the Oil & Gas sector for energy security
- Role of Gas as bridge fuel
- Management of Stock loss of products like MS/HSD/Kerosene through vapor recovery and other technology.
- Survey of quality of fuels in Indian market.
- Standards for Net Zero Retail Outlets & Oil & Gas Installations
- Any other subject with mutual consent

## 6 COMPLETION

The work envisaged shall be deemed to have been successfully completed on submission and acceptance of a final Report by both the PARTIES, incorporating any recommendations made on interim versions of the report.

## 7 RESULTS OF PROJECT

7.1 All publications / reports shall be in the name of RGIPT and PPAC of the PROJECT. Unless otherwise agreed, these publications may only be in the names of research workers of RGIPT and PPAC, wherein it will be duly acknowledged that the work has been carried out under the collaborative program between the parties.

7.2 In case the PROJECT to this MoU leads to any IPR generation, the terms and conditions thereof may be negotiated by way of a separate agreement. The studies should not be monetized without consent of both parties.

## 8. PUBLICATIONS

Publications, if resulted due to collaboration studies will be undertaken with mutual consent of two parties and shall be in the names of the investigators from both parties. It will be suitably acknowledged that the work has been carried out jointly by the two parties.

## **9 FUNDING**

Each Party will bear its own costs related to the collaborative activities carried out under the MoU, which does not imply or confer any costs or financial obligations. The implementation of activities under this MoU is subject to the availability of appropriate funds, personnel and resources of each Party.

## **10 CONFIDENTIALITY**

During the tenure of the MoU and 10 years thereafter both RGIPT and PPAC undertake, on their own behalf and on behalf of their subcontractors/employees/representatives/associates, to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to the work under this agreement for any purposes other than in accordance with this MoU.

## **11 AMENDMENTS TO THE AGREEMENT**

No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modification shall be effective from the date on which they are made or executed, unless otherwise agreed to.

## **12 ASSIGNMENT OF THE AGREEMENT**

The rights and/or liabilities arising to any party due to this MoU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

## **13 NON-EXCLUSIVE NATURE OF THIS MOU**

This MoU shall be non- exclusive in its nature for all purposes.

## **14 FORCEMAJEURE**

Neither party shall be held responsible for non-fulfillment of their respective obligation under this agreement due to the exigency of one or more of the force-majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike(s), Lockout(s). Epidemics, Riots, Civil commotion etc provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

## **15. DISPUTE RESOLUTION**

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the nominated officers of both the parties failing which the Director General/Head of the Institute shall meet and mutually try to settle the issues.

## **16. INDEMNITY**

Each party hereby agrees to indemnify, defend and hold the other party harmless from any and against all claims, demands, cause of action, liabilities, losses, damages, costs and expenses awarded against or incurred arising directly and/or indirectly from a breach of this MoU, including but not limited to, omissions, commissions, negligence and default by the other party.

## **15. NOTICE**

Any notice to be given by any Party under or in connection with this Agreement must be in writing and shall be (a) delivered by hand or by courier (b) sent by pre-paid recorded (i.e. signed for) post; or (c) sent by fax, to the addresses set out at the start to this Agreement or such addresses or numbers as may be notified to the other Parties from time to time. Notices sent in accordance with this Clause are to be deemed to have been received (i) if delivered by hand or by courier, when left at the address referred to above (ii) if sent by post, three business days after posting (iii) if sent by fax, when transmitted.

## **16. NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

## **17. WAIVER**

No failure, delay, relaxation or indulgence by any Party in exercising any right conferred on such Party by this MOU shall operate as a waiver of such right, nor shall any single or partial exercise of any such right nor any single failure to do so, preclude any other or future exercise of it, or the exercise of any other right under this MOU.

## 18. SEVERABILITY

If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

## 19. GOVERNING LAW AND JURISDICTION


This Agreement will be interpreted pursuant to and in accordance with the laws of India and the Parties hereby submit to the exclusive jurisdiction of the courts of New Delhi.

## SEAL OF PARTIES

This agreement is executed in two originals one of these is retained by RGIPT and the other by PPAC on this 31<sup>st</sup> day of March 2023, in two originals.

In witness whereof the parties hereto have signed this agreement the day, month and year mentioned hereinbefore.

For and on behalf of PPAC

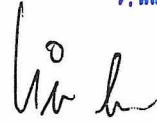
Signature 

Name: P Manoj Kumar

Designation: Director- General-PPAC

Seal   
पी. मनोज कुमार / P. MANOJ KUMAR  
महानिदेशक / Director General  
पेट्रोलियम योजना एवं विश्लेषण प्रकोष्ठ  
PETROLEUM PLANNING & ANALYSIS CELL  
(पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय, भारत सरकार)  
(Ministry of Petroleum & Natural Gas, Govt. of India)  
द्वितीय तल, कोर-8, स्कोप कॉम्प्लेक्स  
2nd Floor, Core-8, SCOPE Complex  
7, Institutional Area, Lodhi Road, New Delhi-110003

Witnesses: (Name & Address)



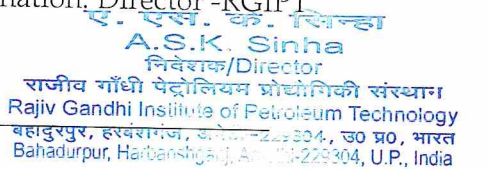
Dr Pankaj Sharma  
Additional Director-D&ES PPAC

For and on behalf of RGIPT

Signature 

Name: Prof. A.S.K. Sinha

Designation: Director -RGIPT

Seal   
ए. एस. क. सिन्हा  
A.S.K. Sinha  
निदेशक/Director  
राजीव गाँधी पेट्रोलियम प्रौद्योगिकी संस्थान  
Rajiv Gandhi Institute of Petroleum Technology  
बहादुरपुर, हरबंसगंज, उत्तरांचल-229304, उ० प्र०, भारत  
Bahadurpur, Harbansganj, A.P. 229304, U.P., India

Witnesses: (Name & Address)



Dr M S Balathanigaimani  
Dean - R&D RGIPT