

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**HPCL-MITTAL ENERGY LTD.**



**AND**

**CENTRAL UNIVERSITY OF PUNJAB, BATHINDA**



**FOR**

**Collaborative research and development program**

This Memorandum of Understanding ("MoU") is entered into on the 31st day of January..... 2022 (the 'Effective Date').

BY AND BETWEEN

**HPCL-Mittal Energy Limited (herein after referred to as HMEL)** a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Village Phullokhari, Taluka Talwandi Saboo, Bathinda, Punjab- 151301 and corporate office at INOX Towers, Sector 16 A, Plot No. 17 Noida – 201301, hereinafter called "HMEL", which expression shall, unless repugnant to where the context or meaning thereof, be deemed to so admits include its successors and permitted assigns) of the **FIRST PART**

AND

**Central University of Punjab** was established in 2009 by an Act of Parliament (No. 25 of 2009) having its campus at Badal Road, Ghudda, Bathinda-151401, (hereafter referred to as CUP, which expression shall, unless repugnant to where the context or meaning thereof, be deemed to so admits include its successors and permitted assigns) of the **OTHER PART**

'HMEL' and 'CUP' hereinafter also referred to as such or jointly be referred to as "Parties" and singly as the "Party", as the case may be.

#### **PREAMBLE**

WHEREAS HMEL is a prominent enterprise with core competencies in the fields of oil and gas sector and HMEL owns and operates the Guru Gobind Singh Refinery (GGSR) of 11.3 MMTPA capacity at Bathinda, Punjab;

AND WHEREAS CUP is a premier organization that offers a wide range of instructional and research facilities across integrated and cross-disciplinary studies to uplift and upgrade the standards of teaching learning and research to global levels of excellence.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, representations and warranties herein, the Parties record their understanding in relation to collaborative research and development as under :

#### **1. OBJECTIVES OF MoU**

The Parties shall seek to promote:

- ☞ Students training provided CUP shall adhere to and comply with HMEL policies and guidelines issued from time to time during currency of this MoU.
- ☞ Collaboration in research & development and consultancy activities.
- ☞ Cooperation in projects and research activities of mutual interest.
- ☞ Publication of research papers in International Scientific Journals and Conferences.

- ☞ Publication of Intellectual Properties (IPs) developed jointly through Project / Research Collaboration. Such IPs would acknowledge joint inventorship of Personnel belonging both the Parties, as applicable.
- ☞ Writing Books/Booklets jointly in the areas listed above or in any other area of mutual interest.

## 2. METHOD OF COLLABORATION

The activities under this MoU will include:

- ☞ **Student training** provided CUP shall adhere to and comply with HMEL policies and guidelines issued from time to time during currency of this MOU.

- **Staff training**

Staff exchange activities cover visits to either Party for any of the following purposes:

- ☞ Undertaking joint research
- ☞ Participation in seminars, colloquia and other types of discussions.
- ☞ Conduct joint consultancy and research work

- **Exchange of Research Materials**

- ☞ Exchange of relevant Research Materials will be carried out subject to mutual agreement of the Parties; duly approved in Academic Council and Executive Council meeting of the University.

Implementation of cooperation based on this MoU shall be dealt with between the relevant Divisions / Departments of both Parties. Wherever necessary, a specific plan shall be worked out for each activity setting forth detailed arrangements for collaboration. Such plans shall be subject to approval of the appropriate authorities of each Party. To facilitate development of such plans, each Party shall nominate a member of its staff to coordinate activities arising under this MoU.

## 3. PROJECT INTELLECTUAL PROPERTY RIGHTS

3.1 Project Intellectual Property (hereinafter referred to as, "PIP") means any patent, new invention, design, copyright, trademark and any other intellectual property right which the Parties may invent, create and develop in pursuance of this MoU in accordance with Applicable Law (defined below).

'Applicable Law' shall mean the Patents Act, 1970, Design Act, 2000, Trademarks Act, 1999, Copyright Act, 1957, rules framed under said Acts and any and all amendments to the said Acts from time to time.

3.2 Any PIP invented, created and developed solely by HMEL personnel shall be owned by HMEL (hereinafter, 'HMEL PIP') in accordance with Applicable Law.

3.3 Any PIP invented, created and developed solely by CUP personnel shall be owned by CUP (hereinafter, 'CUP PIP') in accordance with Applicable Law.

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3.4 Any PIP that meets one or both of the following criteria will be jointly owned by HMEL and CUP in accordance with the Applicable law:

(a) PIP invented, created and developed jointly by HMEL personnel and CUP personnel in accordance with Applicable law.

(b) PIP invented, created and developed solely by one party's personnel but through use of other Party's resources including but not limited to funds, technical and legal advice, equipment and other infrastructure under the control of or administered by the other Party.

3.5 Use of any jointly owned PIP shall only be done on such terms and conditions as the Parties may mutually agree upon in writing.

3.6 Parties hereby warrant that Intellectual Property Rights they bring to any project under this MoU is owned and licensed by the Party, and will not infringe the Intellectual Property Rights of any third Party.

3.7 Either Party acknowledges that Intellectual Property Rights owned/used by the other Party prior to execution of this MoU; whether registered under the Applicable Law or not, are the exclusive property of the other Party. This MoU shall not in any way give or shall not be deemed to give, to either Party any right, interest or ownership upon any of the Intellectual Property Rights.

#### 4. FUNDING

Before commencement of any research project or activity Parties shall mutually agree upon in writing its costing and funding.

Financial and in kind contributions should be clearly set out in this clause by User Function.

#### 5. CONFIDENTIALITY

By virtue of this MoU, Parties may have access to information that is confidential. The Parties agree to hold the other Party's confidential information in confidence during the term of this MoU and for a period of one year after expiration or termination of this MoU. The Parties agree not to make the other Party's confidential information available to any third party or to use the other Party's confidential information for any purposes other than for the purposes of this MoU.

These restrictions shall not apply to information which:

(a) is already in the public domain which is available by other than breach of this MoU;

(b) was in the possession of the receiving Party before disclosure and was not acquired directly or indirectly from disclosing Party;

(c) is lawfully obtained from a third party which is free to disclose it; or

(d) either Party is obliged by law or authorized government authorities to disclose.

(e) is required to be disclosed under the orders received from Court of Law or any other Statutory Bodies.

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The standard of care for protecting proprietary information imposed on the Party receiving such information, will be that degree of care the receiving Party uses to prevent disclosure, publication or dissemination of its own proprietary information.

The confidentiality obligations under this Clause shall survive for 1 (one) year after the expiration or earlier termination of this MoU.

**6. NOTICES**

Any and all notices hereunder shall be served by any Party to the other (i) by Registered Mail/Speed Post to the addresses herein stated below or (ii) by fax to the numbers here-in-stated below, or (iii) by email:

<u>For HMEL</u> Shri. Vineet Kumar Gupta, Research & Development-Innovation IMEL-Noida. mail: vineetkumargupta@hmel.in	<u>For CUP</u> Registrar, Central University of Punjab, Badal Road, Ghudda, Bathinda Email: registrar@cup.edu.in
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**7. AMENDMENTS TO THE MoU**

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

**8. DISPUTE RESOLUTION**

In the event of any dispute or difference between the Parties arising out of, or in connection with, or under this MoU, the Party seeking to invoke arbitration shall issue and serve upon the other Party a notice stating in clear and concise terms the facts, nature and circumstances of the dispute, including the relief sought, together with supporting documents. Upon delivery of such notice, the Parties shall endeavour to amicably settle their disputes and produce written terms of settlement. In the event the Parties are unable to produce written terms of settlement within fifteen (15) days from delivery of such notice, then any unresolved dispute shall be finally decided by way of arbitration under the Arbitration and Conciliation Act, 1996. For this purpose, each Party shall appoint one (1) arbitrator, who shall together appoint the presiding arbitrator. The seat of arbitration shall be at New Delhi, India. The courts at New Delhi, India alone shall have exclusive jurisdiction in relation to, or in connection with or under this MoU, including for appointment of arbitrators or for grant of interim measures.

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9. **OBLIGATION**

9.1 There shall be no financial liability on HMEL and CUPB during the period of MoU. In the event of expiry of this MoU on its expiry or earlier with mutual agreement, by giving three months' notice of termination by either Party to the other Party, both the Parties shall be relieved of their obligations under this MoU except those provisions hereof that by their nature are intended to survive such termination.

9.2 Both Parties agrees and acknowledges that HMEL shall have no obligation to provide any employment of any nature to any person post any training or research project undertaking in pursuance of this MOU.

9.3 Both Parties agrees and acknowledges that HMEL shall not share any Confidential Information, data which is covered or is a subject matter of any Confidential Agreement, Non-Disclosure Agreement executed by/on behalf of HMEL.

10. **EFFECTIVE DATE**

The MoU shall remain in force for a period of **05 (FIVE) years initially**, commencing from the effective date.

Both HMEL and CUPB reserve the right to terminate this MoU by either Party giving 3 (three) months written notice to the other the other Party.

11. **EXECUTION OF MoU**

HMEL and CUPB welcome establishment of this MoU for cooperation and jointly agree to the provisions as set out above. There are two copies of this MoU, equally valid and one for each Party, effective from the date of its signing.

12. **MISCELLANEOUS**

12.1 Any part of the MoU if declared or held invalid by competent court of law, or operation of law, the remainder of the MoU shall survive and shall be binding on the Parties. Any indulgence shown or relaxation granted by any party related to the implementation of this MoU will not constitute as waiver of rights of the said party.

12.2 Both Parties shall engage in ethical business practices. No Party shall give any undue favour or benefit to individual employees or representatives of the other Party.

12.3 Neither Party shall be liable in an action initiated by one against the other for special, indirect, punitive or consequential damages resulting from or arising out of this MoU, including, without limitation, loss of profit or business interruptions, however it be caused.

12.4 Nothing in this MoU shall be deemed to constitute, create or give effect to or otherwise recognize a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein contained shall be construed as authorizing either Party to act as an agent or representative of the other Party.

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### 13. REPRESENTATION

Both the Parties confirm that

13.1 They are not prohibited by any statutory law to enter into this MoU. They have obtained all required approvals for executing this MoU.

13.2 They have not signed any MoU with any other party which will come in the way of executing this MoU or adversely affect this MoU.

13.3 Execution and delivery of this MoU will not result in breach of any terms and conditions of any other MoU obligation.

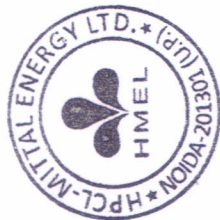
In witness whereof the Parties hereto have signed this MoU the day, month and year mentioned hereinbefore.

<u>For and on behalf of HPCL – Mittal Energy Limited</u>	<u>For and on behalf of CUPB</u>
<i>Vineet Gupta</i> Mr. Vineet Kumar Gupta Research & development - Innovation HPCL-MITTAL ENERGY LTD. Ltd. INOX towers, Noida	<i>KPS Singh</i> 31/01/2022 Mr. Kanwal Pal Singh Mundra Registrar Central University of Punjab V.P.O. Ghudda, Dist. Bathinda

SEAL

Witnesses:

- Somya Nayak*  
Asst. Manager - HMECL
- Nikhil Chahal*  
Manager - HMECL



SEAL

- HOS Vinod Mittal*  
Department for Environmental Sci. & Tech.  
Central University of Punjab  
Bathinda - 151001
- Amrinder*

Dean Research  
डीन अनुसंधान  
Central University of Punjab  
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