



पंजाब PUNJAB

AS 266052

This Memorandum of Understanding ("MoU") is entered into on the 4th day of January, 2022 (the 'Effective Date')

**BY AND BETWEEN**

**HPCL-MITTAL FOUNDATION** (CIN No: U74999PB2018NPL048592), a company under section 8 of the Companies Act, 2013, having its registered office at Village Phullokhari, Taluka Talwandi Saboo, District Bathinda, Punjab 151301 and Corporate Office at Plot no. 17, Inox Tower, Sector 16-A, NOIDA - 201301. (hereinafter called as "HMF" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and permitted assignees) of the First Part.

**AND**

**Central University of Punjab, Bathinda** a university, 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 "CUPB", 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**

  
HPCL-Mittal Foundation

Dean Research  
डॉन अनुसंधान  
Central University of Punjab  
मुख्य केंद्रीय विश्वविद्यालय  
Main Campus, Ghudda Distt. Bathinda-151401  
मुख्य कैम्पस, घुड्डा, जिला-बठिंडा-151401

Page 2 of 12

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

**WHEREAS** HMF is engaged in promoting various corporate social responsibility programs.

**AND WHEREAS** CUPB is a premier university with a mission to provide a wide range of instructional and research facilities across integrated and cross-disciplines, promote innovation in teaching, learning and research, and cross-pollinate new ideas, new technologies and new worldviews. It aims to create an ignited workforce responsive to regional, national and global needs in tune with the requirements of academia, industry and business.

**AND WHEREAS** CUPB has agreed to assess the impact of different Corporate Social Responsibility ("CSR") activities executed by HMF in Bhatinda District for the well-being of less developed and less privileged strata of the society.

**NOW THEREFORE, it is hereby agreed between the Parties as specified herein below the following terms and conditions:**

**1. SERVICES**

CUPB shall carry out a research as requested to evaluate the approach, implementation, evaluation and adaptability of different CSR initiatives implemented by HMF ("Services"). CUPB shall provide the said Services in the following manner:

- (i) The study will be conducted in sample-based villages from 27 villages where initiatives were conducted by HMF in Bathinda District. Details of the said 27 villages shall be shared by HMF upon execution of this MoU.
- (ii) To study the impact of activities on individual households, a survey will be conducted covering 27 villages.
- (iii) The team of researchers will collect the first hand data from the field for analyzing the impact of the activities carried out under the CSR activities by HMF.



- (iv) Stratified random sampling method will be used to identify the CSR beneficiaries respondents from the beneficiary list provided by the HMF, upon execution of this MoU.
- (v) A semi-structured interview schedule will be used as the research tool to collect the primary data from the CSR beneficiaries.
- (vi) The interview schedule will include both close-ended and open-ended questions to gather quantitative and qualitative data respectively.
- (vii) The interview schedule will be designed by the team of researchers and it will be tested in the pilot survey for assessing the adequacy of the framework of the questions.
- (viii) The methodology also incorporates focus-group-discussions to reduce the bias responses of the respondents. Prime emphasis will be on the youth and female beneficiaries including female students as the CSR activities were largely planned and implemented for self-help women groups and government schoolgirl students.

## 2. METHOD OF IMPLEMENTATION OF SERVICES

A. CUPB shall apply the following approach for rendering of the Services:

- (i) CUPB shall carry out the research by utilizing both quantitative and qualitative methods, so as to obtain proper and comprehensive results.
- (ii) CUPB shall follow the 'Exploratory Design' method expounded by Creswell & Clark. The Exploratory Design is flexible and allows for the later investigation of the phenomenon while paving way for the preliminary stage of research. The Exploratory Design begins qualitatively and is best suited for exploring the phenomenon and for identifying key variables for the quantitative study. It begins with the in-depth exploration of the phenomenon and later prevalence of the phenomenon is measured.
- (iii) CUPB shall apply the following two research methods regarding collection of the data:
  - a. **Interview Schedule:** The interviews schedule will be used to gain detailed insights from the respondents about the benefits they received from HMF's CSR activities. The findings obtained after the interviews will be used for developing the survey instrument.

- b. **Survey Method:** A questionnaire will be developed by CUPB for conducting the research of HMF's CSR activities in the villages of Bathinda district. The survey should reveal the detailed characteristic features of the research population under study. It should also aim at exploring the socio-economic changes and well-being related changes which occurred at the individual and community level among the beneficiaries of CSR activities.
- (iv) Primary data will be collected from the field for receiving firsthand information using interview schedule, survey, focused-group-discussion and in-depth-interviews of the beneficiaries.
- (v) Stratified Random Sampling and Snow-Ball Technique shall be also be utilized, where applicable, to bring out the best results.

**B. Location:** Villages of Bathinda district, as per the list provided by HMF.

**C. Reports:** CUPB shall submit a report based on Services rendered as per the terms of this MoU. HMF can use this report for the compliance requirement.

### 3. FEES AND PAYMENTS

A. For the Services to be rendered by CUPB, HMF agrees to pay CUPB as follows:

Sr. No.	Expenditure and CUP Faculty fees in INR	Description
1.	Total Amount: 5,00,000/- University Faculty Share is : 3.5 lakhs University share is: 1.5 Lakhs	Honorarium, Travelling, Manpower, Contingency, Tool Construction, Data Collection Analysis and Interpretation, Report writing
2.	Out of 3.5 Lakhs: • 1.5 Lakhs TA/DA/ Surveyor/Manpower • 1.5 Lakhs Faculty Fees • 0.5 Lakhs Contingency	Honorarium, Travelling, Manpower, Contingency, Tool Construction, Data Collection Analysis and Interpretation, Report writing
3.	18% GST As per the rules of Government of India will be paid by the HMF-Mittal Energy Limited (HMF)	Tax Payments
4.	Total amount : 5 lakhs + 18% GST (Rs.90,000)	Total cost of the project Rs. 5,90,000.

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B. Payment of the above fees will be made as per below mentioned milestone schedule through a demand draft/ crossed valid cheque drawn in favour of “**The Registrar, CUP, Bathinda**” and sent to CUPB. The charges will also include any applicable tax as prescribed by the Government of India from time to time.

Sr. No.	Action Plan	Description	Fees Installment
1.	Discussion with HMF Team and Field visit <b>(One Week)</b>	To get familiar with the beneficiary and understanding the phenomenon for tool construction, deciding the sample selection	INR 100000
2.	Discussion with HMF Team and Tool Construction. <b>(One week)</b> (Research Team members of impact assessment will be involved at this stage)	Construction of the most relevant tool for the data collection	INR 100000
3.	Data Collection <b>(Three weeks)</b>	Data Collection	INR 100000
4.	Data Analysis and Interpretation and Report writing <b>(Two weeks)</b>	Analysis and writing	INR 100000
5.	Report reading and cross verification of the data and findings <b>(One Week)</b>	Proofing and cross verification of the analysis.	INR 100000
6.	GST @ 18%		INR 90000

#### 4. CONFIDENTIALITY

CUPB acknowledges that all materials, documents and information provided to it or its employees or agents, by HMF (including but not limited to this MoU) and all information developed by CUPB pursuant to this MoU shall at all times be considered as confidential information and as proprietary information, the intellectual property rights of which vest solely in HMF (“Confidential Information”) and CUPB has no rights to it whatsoever. CUPB agrees and undertakes to hold such “Confidential Information” in strict confidence at all times and it shall disclose the “Confidential Information” only to its Directors, employees, officers and agents on a need-to-know

basis only if the forgoing parties are bound and obligated by the provision set out hereunder. CUPB acknowledges that the Confidential Information provided to it by HMF is for its internal use only, no portion of the Confidential Information can be reproduced in full or part or in any manner whatsoever except with prior written permission of HMF. CUPB agrees and acknowledges that the rights to the Confidential Information vested in HMF are intangible in nature and any breach by CUPB of its obligation hereunder would entitle HMF to seek damages as may be available to it under law and equity. CUPB acknowledges that all materials, documents and information provided to it or its employees by HMF shall be considered as confidential information and as sole property of HMF.

**5. 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:

<p><u>For HMF</u></p> <p>HPCL Mittal Foundation  Village- Phullokhari  Near Govt. High School  Talwandi sabo-151301  Bathinda</p>	<p><u>For CUPB</u></p> <p>Central University of Punjab  Village- Ghudda  Bathinda- 151401</p>
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**6. DURATION AND TERMINATION**

A. CUPB shall provide the Services as per the timelines specified hereunder –

Sr. No.	Action Plan	Activity
1.	Discussion with HMF Team and Field visit <b>(One Week)</b>	To get familiar with the beneficiary and understanding the phenomenon for tool construction, deciding the sample selection

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2.	Discussion with HMF Team and Tool Construction. <b>(One week)</b> (Research Team members of impact assessment will be involved at this stage)	Construction of the most relevant tool for the data collection
3.	Data Collection <b>(Three weeks)</b>	Data Collection
4.	Data Analysis and Interpretation and Report writing <b>(Two weeks)</b>	Analysis and writing
5.	Report reading and cross verification of the data and findings <b>(One Week)</b>	Proofing and cross verification of the analysis.

- C. Grace period of two weeks shall be allowed for completion of Impact assessment exercise.
- D. In case of Covid19 restriction imposed by government authorities, field visit and research studies will be further extended accordingly as per the restriction imposed by district/state/national authorities.
- E. HMF reserve the right to terminate this MoU by giving thirty (30) days written notice to CUPB. However, both parties will continue to perform their residual obligations, if any, till the date of effective termination of MoU.
- F. Notwithstanding the above, HMF shall have the right to terminate the MoU in case CUPB either fails to render the Services in accordance with the provisions of this MoU or violates any of the clauses mentioned in the MOU.

## 7. INTELLECTUAL PROPERTY RIGHTS

The Parties recognize that HMF may provide or CUPB may develop or create jointly with HMF any original concepts, ideas, plans, presentations, and similar intangible or intellectual property under this MoU. The copyright for all materials of artwork, photography and other work produced by CUPB in performing any work for HMF shall belong to HMF, provided payments by HMF of all outstanding dues to CUPB have been made by HMF.

## 8. INDEMNITY



CUPB shall indemnify, defend and hold HMF harmless for any and all losses with respect to any third party claim or action against HMF arising out of or in connection with (i) the Services rendered by CUPB under this MoU; or (ii) CUPB's failure to follow express written instructions of HMF.

## 9. LIABILITY

9.1 In no event shall either party be liable (whether in contract, tort (including negligence) or otherwise) for any loss of production, loss of or corruption to software or data, loss of profits or of contracts, loss of business or of revenues, loss of operation time, loss of goodwill or reputation, whether caused directly or indirectly, or for any indirect, incidental, punitive or consequential loss, damage, cost or expense whatsoever.

9.2 The maximum liability relating to Services rendered arising out of this MoU shall in no event exceed the total fees payable to CUPB by HMF under this MoU.

## 10. CONFLICT OF INTEREST

CUPB acknowledges and confirms that, rendering of Services under this MoU does not result in any conflict or a potential conflict of interest under the provisions of any contract or agreement of CUPB.

## 11. REPRESENTATION

Both the Parties confirm that:

11.1 They are not prohibited by any statutory law to enter into this MoU.

11.2 They have obtained all required approvals for executing this MoU.

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11.3 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.

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

## 12. 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.

## 13. 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.

## 14. MISCELLANEOUS

14.1 This MoU shall not be assigned, in whole or in part by CUPB without obtaining the prior written consent of HMF.

- 14.2 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.
- 14.3 Any indulgence shown or relaxation granted by any Party related to the implementation of this MoU shall not constitute as waiver of rights of the said Party.
- 14.4 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
- 14.5 Neither Party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such Party's control, including without limitation restrictions of law or regulations, labor disputes, act of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.
- 14.6 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.
- 14.7 Any controversy or claim arising out of or related to this MoU shall be governed by the substantive laws of India. Subject to the Arbitration clause, each Party agrees to submit itself to the exclusive jurisdiction of the courts of New Delhi.

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

**For and on behalf of HPCL – Mittal Foundation**

Vishwa Mohan Prasad

AGM- CSR



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HPCL-Mittal Foundation

**For and on behalf of Central University of Punjab**

Prof. Anjana Munshi

Dean Research

*Anjana Munshi*  
4.1.2022

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Dean Research  
डीन अनुसंधान  
Central University of Punjab  
पंजाब केन्द्रीय विश्वविद्यालय  
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मुख्य कैम्पस, घुड्डा, जिला-बाँडिडा-151401

Witnesses:

1. *Rubal Dhanraj*  
4/1/2022

2. *K. Khushraj*  
4/1/22