

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) made and entered into on this _____ day of _____(month), Two Thousand and _____(year), between **COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH (CSIR)**, a society registered under the Societies registration Act (XXI of 1860), having its registered office at Anusandhan Bhawan, 2, Rafi Marg, New Delhi – 110001 through its constituent laboratory CSIR-Indian Institute of Petroleum (CSIR-IIP), Dehradun - 248005, (hereinafter called **Party A**, which expression shall, unless it be repugnant to the context or contrary to the meaning thereof include its successors, legal representatives and permitted assignees) of the **FIRST PART**

AND

INDIAN OIL CORPORATION LIMITED (IOCL), an Oil and Gas Public Sector Undertaking company, incorporated under the companies Act, 1956 and having its registered office at Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai – 400051 and having its R&D Centre at Sector-13, Faridabad – 121007, Haryana, (hereinafter called **Party B**, which expression shall, unless it be repugnant to the context or contrary to the meaning thereof include its successors, legal representatives and permitted assignees) of the **SECOND PART**

AND

ENGINEERS INDIA LIMITED (EIL), New Delhi, registered under the companies Act, 1956 and having its registered office at Engineers India Bhawan, 1 Bhikaji Cama Place, New Delhi – 110 066 (hereinafter called **Party C**, which expression shall, unless it be repugnant to the context or contrary to the meaning thereof include its successors, legal representatives and permitted assignees) of the **THIRD PART**

AND

CENTRE FOR HIGH TECHNOLOGY, a Society registered under the Societies Registration Act (XXI of 1860), under the Ministry of Petroleum & Natural Gas, Government of India, having its office at OIIB Bhawan, Tower “A”, 9th Floor, Plot 2, Sector-73, Noida -201307, (hereinafter referred to as ‘**CHT**’ which expression shall,

unless it be repugnant to the context or contrary to the meaning thereof include its successors, legal representatives and permitted assignees) of the **OTHER PART**

Definitions of the words wherever they are used in this MOU will be as under:

“SAC” – Scientific Advisory Committee on Hydrocarbons constituted by Ministry of Petroleum & Natural Gas (MoP&NG), Government of India.

“GRANT / GRANT-IN-AID” shall mean funding by Centre for High Technology (CHT) which it receives from Oil Industry Development Board (OIDB) for approved Research & Development Projects. OIDB is a corporate body established under Oil Industry (Development) Act, 1974 for providing financial & other assistance for development of hydrocarbon sector, conservation of petroleum products and energy security of the country.

“FUNDING AGENCY” shall mean CHT / OIDB.

“PROJECT” shall mean project proposal(s) undertaken for research and new developments duly recommended by SAC and approved by Competent Authority

“PARTICIPATING AGENCY” shall mean Party A, Party B & Party C individually and collectively shall be referred to as “PARTICIPATING AGENCIES”.

“NODAL AGENCY” shall mean an oil PSU company with whom the project is being pursued or as designated by SAC for piloting the Project and acting on behalf of other PARTICIPATING AGENCIES including itself.

“BACKGROUND INTELLECTUAL PROPERTY” shall mean any or all intellectual property including patents, patent applications, copyright, trademarks or designs which are developed individually / jointly / severally by the PARTICIPATING AGENCIES prior to the signing date of this MOU.

“INTELLECTUAL PROPERTY RIGHTS” (IPR) shall mean any or all intellectual property including patents, patent applications, copyright, trademarks or designs which are developed jointly by PARTICIPATING AGENCIES under the PROJECT.

ZERO DATE: The Zero Date shall mean the date of release of first payment by CHT to PARTICIPATING AGENCY(ies) or 60 days from signing of MOU, whichever is earlier.

COMPLETION PERIOD: The duration for the PROJECT (including subsequent time extensions, if any) as approved, for completing the activities as defined in the scope of work of this MOU, defined in months from the Zero Date.

“PROJECT STEERING COMMITTEE (PSC)” shall mean the committee as defined in Clause 3.1.

“PROJECT MONITORING COMMITTEE (PMC)” shall mean the committee as defined in Clause 3.2.

“Competent Authority” shall mean Project Approving Authority i.e. Governing Council or Executive Committee of CHT

PREAMBLE

- A. AND WHEREAS Party A is a premier industrial research institute and has expertise in the field of petroleum refining, processing, chemicals & intermediates, lubricants, catalysts, and petroleum products applications and has developed, over the years, experience and capabilities in these areas.
- B. AND WHEREAS Party B has expertise in the field of petroleum refining, processing, chemicals & intermediates, catalysts and petroleum products applications and has developed, over the years, experience and capabilities in these areas.
- C. AND WHEREAS Party C has been offering Consultancy Services to the Refining Industry for many years including troubleshooting and has developed considerable expertise in this area. Party C has also the requisite experience in the preparation of Basic Engineering Design Package for refinery process technologies.
- D. AND WHEREAS CHT is a society promoting research and new developments in the area of hydrocarbons including but not limited to petroleum refining

technology, petrochemicals, lubricants and related areas.

E. WHEREAS, the Project titled “_____”(Title of the Project)” (hereinafter called the “**PROJECT**”) has been considered and approved at a total Project cost of ` ____ (in lakh) (Rupees in words) and completion period of ____ months.

The breakup of the sanctioned Project cost shall be as under:

- 1) ` ____ (in lakh) as grant/grant-in-aid by CHT to PARTICIPATING AGENCIES
- 2) ` ____ (in lakh) to be internally funded by Party A
- 3) ` ____ (in lakh) to be internally funded by Party B
- 4) ` ____ (in lakh) to be internally funded by Party C

F. AND WHEREAS, NODAL AGENCY is acting on behalf of the PARTICIPATING AGENCIES for the PROJECT and shall undertake and facilitate research and developmental activities along with necessary inputs to & from the PARTICIPATING AGENCIES.

G. AND WHEREAS, ownership of Intellectual Property Rights (IPR) of the PROJECT, if any, shall vest with the PARTICIPATING AGENCIES. However, ownership of the Background Intellectual Property which may be utilised as a part of the project activities / scope of work, shall vest with the respective PARTICIPATING AGENCY.

H. The completion period for the PROJECT shall be for ____ months from the Zero Date.

THEREFORE, it is agreed by the PARTICIPATING AGENCIES and CHT, through the instrument of this MOU as follows:

Clause 1 – Scope of MOU

1.1 This MOU details the terms and conditions regarding the PROJECT to be carried out by PARTICIPATING AGENCIES along with CHT, the rights and obligations of all the parties with respect there to and the usufructs thereof

and the financial arrangements between the PARTICIPATING AGENCIES. The Scope of work, Activity Time Schedule and Project Cost estimates for the PROJECT to be undertaken under this MOU are detailed in **Annexure – I, II and III** respectively.

- 1.2 The PARTICIPATING AGENCIES would be responsible for successful completion of the PROJECT and shall be wholly responsible for fulfilling the objectives of the project.

Clause 2 – Objectives of the Project

2.1 .

2.2 .

Clause 3.1 – Project Steering Committee

3.1.1 The SAC while approving the PROJECT may recommend constitution of **Project Steering Committee (PSC)**, if felt desirable, considering the grant and importance / significance of the project. CHT in consultation with PARTICIPATING AGENCIES shall decide and constitute the PSC.

3.1.2 PSC of the PROJECT comprising of the senior executives as nominees of the PARTICIPATING AGENCIES and Executive Director, CHT shall review the overall progress of the project at least once in 6 months and progress report of the PROJECT (**Annexure-IV-2**) shall be submitted to the CHT within 2 weeks of the meeting. The meetings of the PSC shall be convened by CHT.

3.1.3 PSC shall be responsible for Mid-term review of the PROJECT, recommending any modification in the scope of work, any midcourse correction and re-appropriation of funds including additional funds required for consideration and approval of SAC / Competent Authority.

Clause 3.2 – Project Monitoring Committee

- 3.2.1 Forthwith upon signing this MOU, a **Project Monitoring Committee (PMC)** will be constituted by CHT by nominating one member each from the PARTICIPATING AGENCIES and CHT for carrying out technical review and monitoring the physical progress of the PROJECT.
- 3.2.2 PMC shall prepare a detailed programme for the operation of the PROJECT along with the time targets, in line with the Scope of Work (**Annexure-I**) and Detailed Activity Plan (**Annexure-II**).
- 3.2.3 The PMC member from NODAL AGENCY will be responsible to convene the meetings of PMC. PMC shall also be responsible for activities as defined in Clause 3.1.3 for projects where PSC is not constituted.
- 3.2.4 The project will be monitored by PMC as and when required but at-least once in six months. The PMC member from NODAL AGENCY will prepare and circulate quarterly report (**Annexure-IV-2**) on the progress of the project to CHT.

Clause 4 – General responsibilities of the PARTICIPATING AGENCIES

- 4.1 PARTICIPATING AGENCIES shall undertake the PROJECT activities as detailed in **Annexure-I** but not limited to their defined Scope of work and will take full responsibility for the coordination of activities under the PROJECT.
- 4.2 PARTICIPATING AGENCIES may share and utilise the Background Intellectual Property to the extent necessary in meeting the defined objectives and scope of work / deliverables under the PROJECT.
- 4.3 PARTICIPATING AGENCIES shall be responsible for interacting with any outside party or within the PARTICIPATING AGENCIES for but not limited to purchase of equipment / hardware / software, construction & installation etc. required for the PROJECT for carrying out experiments to fulfil the objectives of the PROJECT. However, PARTICIPATING AGENCIES shall ensure that no procurement relating to any non-recurring expenses or major equipment purchases shall be undertaken in the last three months for a PROJECT with

completion period of less than or equal to two years or in the last six months for a PROJECT with completion period of more than two years since the same shall not be entitled to any payment from the grant by CHT.

- 4.4 NODAL AGENCY in association with the PARTICIPATING AGENCIES shall submit to CHT, every three months, the status report depicting the areas covered and constraints being faced, if any, and actions proposed for removing such constraints along with their final effect on PROJECT time schedule. However, in case there is any delay by PARTICIPATING AGENCIES in the PROJECT completion, commitment fee will be charged as per the provisions detailed in Commitment Fee Clause no. 9 of this MOU.
- 4.5 NODAL AGENCY in association with PARTICIPATING AGENCIES shall submit the draft report (**Annexure-IV-3**) to CHT, at-least one month in advance before scheduled presentation to SAC, incorporating, inter-alia, all relevant details viz., objectives, details of work carried out, observations, conclusions drawn, suggestions for further course of action including the short term and long term gains of the PROJECT, with special reference to the viability of those PROJECT results which could culminate into Intellectual Property including registrable Intellectual Property.
- 4.6 NODAL AGENCY will make a presentation on the findings of the Project, to SAC, after incorporating comments on the draft report, if any and submit the final report (**Annexure-IV-3**) as defined in Clause 7 of this MOU. The final report shall also include the details of the assets purchased by PARTICIPATING AGENCY(ies) out of grant-in-aid and IPR generated during the PROJECT.
- 4.7 PARTICIPATING AGENCIES would not demand for any additional grant-in-aid from CHT / OIDB unless approved by competent authority. However, any re-appropriation of grant-in-aid under various heads of A PARTICIPATING AGENCY as well as among the PARTICIPATING AGENCIES shall be reviewed and recommended by PSC / PMC for approval by CHT.

- 4.8 NODAL AGENCY shall maintain proper accounts of the total expenses incurred on the PROJECT and also obtain details of expenses incurred by other PARTICIPATING AGENCIES, wherever applicable, out of funds contributed by CHT / OADB. These will be available for inspection to CHT / OADB representatives upon written request from CHT, as and when considered necessary.
- 4.9 PARTICIPATING AGENCIES shall submit statement of expenditure at the time of submission of invoices and utilisation certificate (**Annexure-IV-1**) on a half yearly basis, to CHT. The un-audited statement of account in respect of the grant-in-aid received from CHT / OADB shall be submitted before 31st May of each financial year and the audited statement shall be submitted subsequently by the end of calendar year.
- 4.10 The grant-in-aid or any part thereof remaining unutilised for more than three months with PARTICIPATING AGENCIES on the conclusion or completion of PROJECT or upon its abandonment, suspension or discontinuance for any cause, shall lapse and stand revoked or shall be forthwith surrendered and returned to CHT.
- 4.11 In case unutilized portion of the grant made by CHT is not surrendered and returned to CHT by PARTICIPATING AGENCIES, beyond three months, penal interest at the Base Lending Rate of State Bank of India (SBI), as amended from time to time, plus 3%, shall be levied on such portion of the grant till the same is returned to CHT.
- 4.12 PARTICIPATING AGENCIES shall ensure that initial invoice is raised not later than 30 days from the date of signing of the MOU.
- 4.13 Except with the prior written consent of CHT, PARTICIPATING AGENCIES, wherever applicable, shall not at any time and in any manner, during the continuance of the PROJECT or upon the discontinuance, abandonment or suspension for any cause or upon its completion or at any time thereafter transfer, dispose off or encumber, alienate or create any mortgage, lien, hypothecate or pledge, utilise or permit utilisation other than for R&D

purposes, any assets in whole or part, created, acquired, purchased or procured with the grant.

4.14 The treatment of assets acquired by the PARTICIPATING AGENCIES from the grant-in-aid shall be carried out as prescribed below:

- a. PARTICIPATING AGENCY(ies) shall procure the assets, out of the grant-in-aid received from CHT, in line with their in-house procurement procedures. However, the lien over the physical assets purchased or acquired by PARTICIPATING AGENCIES out of the grant-in-aid shall vest with CHT, till buy back / disposal of the assets.
- b. During the period of lien, the PARTICIPATING AGENCY(ies) shall not treat the assets acquired from the grant-in-aid as their own assets in the books of accounts but shall disclose their holding in the notes to accounts.
- c. After financial closure of the PROJECT, the assets would be disposed off and the PARTICIPATING AGENCY shall remit the realized value upon disposal to CHT / OADB. CHT, on receipt of request from PARTICIPATING AGENCY(ies), may however permit at its discretion the following:
 - i. Buy back of assets at the book value, to be indicated by CHT
 - ii. Retention till later date if asset / facility is envisaged to be used for further research. However, till PARTICIPATING AGENCY is able to dispose off the asset after financial closure of the PROJECT, it will be considered as Automatic Retention and clause (d), as below, will apply.
- d. During retention period of assets, the PARTICIPATING AGENCY would maintain the equipment at its own cost and shall remit the realized value to CHT / OADB, as and when assets are disposed off. Further, if there is any income, out of services rendered by the PARTICIPATING AGENCY using the assets, a statement of income shall be submitted and such income on equitable basis shall be remitted to CHT, before 1st July of the year.

- e. PARTICIPATING AGENCY(ies) shall insure the assets acquired from the grant-in-aid till their disposal / buy back.
- f. In case the PARTICIPATING AGENCY(ies) do not communicate any of the above options, the ownership of assets purchased against grant-in-aid shall be transferred to PARTICIPATING AGENCY(ies) at book value, after 5 years in case of Pilot plants and 3 years for all other Capital items, subsequent to financial closure of the PROJECT. The book value of the assets shall be deposited forthwith with CHT/OIDB by the PARTICIPATING AGENCY. Further during the above period, if there is any income, out of services rendered by the PARTICIPATING AGENCY using the assets, a statement of income, together with remittance of such income on equitable basis shall be submitted before 1st July of the calendar year, to CHT.

4.15 PARTICIPATING AGENCY(ies) shall ensure that following clauses related to LD and Performance Guarantee are included in their tender documents while doing procurement out of the GRANT-IN-AID received from CHT:

- a. In case of any delay in execution of services envisaged in the tender document, attributable to Vendor's inability, Vendor's remuneration shall be deducted at the rate which shall not be less than 0.5% per week of delay subject to a maximum of 5%.
- b. Criteria for Performance Guarantee shall be clearly defined and Vendor has to submit Performance Bank Guarantee (PBG) of 10% of the order value. The PBG shall be valid till successful completion of work/procurement.

Clause 5.1 – Responsibilities of Party A.

5.1.1 Party A shall, as part of the joint PROJECT, carry out the following activities and will also extend all possible cooperation in the activities to be conducted by other PARTICIPATING AGENCIES:

- a.

b.

Clause 5.2 – Responsibilities of Party B

5.2.1 Party B shall, as part of the joint PROJECT, carry out the following activities and will also extend all possible cooperation in the activities to be conducted by other PARTICIPATING AGENCIES:

a.

b.

Clause 5.3 – Responsibilities of Party C

5.3.1 Party C shall, as part of the joint PROJECT, carry out the following activities and will also extend all possible cooperation in the activities to be conducted by other PARTICIPATING AGENCIES:

a.

b.

Clause 6 – Responsibilities of CHT

6.1 In consideration of the work to be carried out for the PROJECT by PARTICIPATING AGENCIES, CHT/OIDB shall pay towards recurring expenses such as cost of utilities, manpower, travel, chemicals & non-recurring expenses such as procurement of equipments / fabricated hardware items / AMCs for the existing equipment/s, their installation, spares based on actual expenditure, subject to maximum of _____ (in lakh) as grant-in-aid towards the Project cost which is detailed in the **Annexure- III** of this MOU.

6.2 CHT shall release payments to Party A, Party B & Party C as under:

6.2.1 NODAL AGENCY shall submit Bank guaranty (BG) equivalent to an amount of 10% of CHT's contribution including contingency (to take care of any eventuality arising from clause 9 on account of LD) plus advance released by CHT, upon signing the MoU. However, NODAL

AGENCY, who is PSU or Academia, will be exempted from submitting BG.

- 6.2.2 Invoices shall be routed through the NODAL AGENCY for processing by CHT. However, the payments shall be released to the PARTICIPATING AGENCIES directly.
- 6.2.3 10% of the CHT's share in the approved PROJECT cost excluding contingency and equipment cost, on signing of MOU upon receipt of the formal invoice(s) by CHT from NODAL AGENCY for itself and other PARTICIPATING AGENCIES.
- 6.2.4 Release of grant for procurement of capital items shall be as per terms of purchase order.
- 6.2.5 Contingency shall not be payable unless approved by the Executive Director, CHT based on the recommendation of PMC.
- 6.2.6 CHT shall maintain account of utilised and unutilised amount under each head separately. Subsequent payments shall be made by CHT head wise against running bills duly supported by Letter of Intent / purchase order and / or invoice of vendor / bill for equipment and consumables / Undertaking and/or bill for manpower, overheads, up-to-date along with statement of expenditure / utilisation certificates, etc., after adjusting advance. Advance at any stage will be equal to 10% of unutilized money (Approved less already Released amount) under all the heads excluding contingency and equipment. However, if all activities under any head are completed, the unutilized money for that head will be set to Zero. Further, the approved amount out of contingency will be added to the head, for which the same is approved, while calculating eligible advance.
- 6.2.7 As a special case for CSIR Institutes/IITs/Academia, CHT shall release the payment for procuring capital items as per the following conditions:

- a. Institute shall send the request / demand letter on its letterhead along with administrative approval clearly indicating name of the party selected, order value including taxes and payment schedule for placing the order.
- b. Institute shall place the PO within 3 months after receipt of grant and ensure to submit the copy of the PO to CHT.
- c. The grant-in-aid or any part thereof remaining unutilised for more than three months with Institute shall lapse and stand revoked and shall be forthwith surrendered and returned to CHT, unless agreed in writing to the contrary, by CHT.
- d. In case unutilized portion of the grant made by CHT is not surrendered and returned to CHT by PARTICIPATING AGENCIES within three months, penal interest at the Base Lending Rate of State Bank of India (SBI), as amended from time to time, plus 3%, shall be levied on such portion of the grant till the same is returned to CHT.
- e. Interest earned by the Institute on the funds released by CHT, shall be returned to CHT.

6.2.8 CHT may undertake physical verification of acquired assets prior to release of final payment.

6.2.9 The payment against grant-in-aid will normally be released within 30 days from the date of receipt of Invoice/s from PARTICIPATING AGENCIES through NODAL AGENCY, accompanied by relevant supporting documents such as purchase order, statement of expenditure / utilisation certificate, bills, etc.

6.2.10 The release of grant-in-aid will be subject to availability of funds in the approved budget of CHT in the respective years.

Clause 7 – Duration and Completion Period of the PROJECT

7.1 The PROJECT shall be completed within ____ months from the Zero Date.

- 7.2 In case of delay attributable to CHT, on account of releasing payment to the PARTICIPATING AGENCIES against the initial invoice/s, Zero Date shall be the date of payment release by CHT to the PARTICIPATING AGENCIES.
- 7.3 The Project shall be deemed to have been successfully completed by the PARTICIPATING AGENCIES based on recommendation of PSC / PMC and acceptance of the deliverables and Draft Report by the SAC.
- 7.4 On acceptance of the PROJECT completion by the SAC, the Final report incorporating the comments of CHT / SAC, shall be submitted by the NODAL AGENCY as per Annexure-IV-3. The final report will clearly indicate that all items / deliverables referred in the scope of work have been satisfactorily completed. Ten copies of the final report along with a soft copy on appropriate media will be submitted to CHT by NODAL AGENCY. However, if the developmental work involved in execution of the PROJECT or the findings / results thereof could lead to Intellectual Property Rights, only limited number of copies (as advised by CHT) will be submitted to CHT.
- 7.5 The financial closure of the PROJECT by CHT shall be done only after receipt of final report and may involve physical verification of assets by CHT.

Clause 8 – Effective duration of MOU

- 8.1 This MOU shall be effective from the date of signing the MOU.
- 8.2 The validity of the MOU will be from the date of signing of MOU till the duration of PROJECT (including time extension granted, if any) plus 12 months or till financial closure of the PROJECT, whichever is earlier.
- 8.3 During its duration, MOU may be extended subject to recommendations of PSC/PMC and approval of Executive Director, CHT and/or SAC, as the case may be.
- 8.4 During its duration, MOU may be terminated / foreclosed by a prior notice of not less than one month by the PARTICIPATING AGENCY(ies). However, the final decision regarding any termination / foreclosure shall be based on the decision of the SAC.

8.5 In the event of termination / foreclosure of MOU with PARTICIPATING AGENCIES, CHT shall be entitled for refund of an amount proportional to the quantum of unfinished work after deducting the expenditure incurred / committed by PARTICIPATING AGENCIES. Similarly, in case of termination of this MOU by CHT, PARTICIPATING AGENCIES shall be entitled to an amount of portion matching the work thus far done or expenses committed. The amount to be so paid in either of the above case under this MOU shall be settled mutually.

Clause 9 – Commitment Fee

9.1 PARTICIPATING AGENCIES in accordance with MOU, shall complete the entire PROJECT within the completion period of _____ months from the Zero Date.

9.2 However, in case of any delay in the PROJECT completion due to any reasons/ circumstances not attributable to the PARTICIPATING AGENCY, the matter with full justification shall be referred by PMC /PSC to SAC, who will have the power to sanction time extension for the PROJECT.

9.3 If there is any delay in the completion of the PROJECT beyond approved extension by SAC, CHT shall (without prejudice to any right of CHT on this behalf) be entitled to charge from PARTICIPATING AGENCIES @ 2% per month of the CHT's contribution to the PARTICIPATING AGENCIES, subject to a maximum ceiling of 10% of CHT's contribution in the total project cost.

Clause 10 – Results of the PROJECT

10.1 Each PARTICIPATING AGENCY shall retain ownership of its Background Intellectual Property and also of its Intellectual Property Rights developed or acquired outside of the PROJECT. Subject to Clause 10.2 hereunder, nothing in this MOU shall be construed granting of, by implication or otherwise, any rights, title or interest in the Background Intellectual Property or other Intellectual Property Rights of any PARTICIPATING AGENCY to the other PARTICIPATING AGENCY.

10.2 If the results of the investigations are such that intellectual property rights developed under this PROJECT could be secured through legal instrument i.e. patents, etc. then PARTICIPATING AGENCIES shall jointly apply, secure and maintain the rights on behalf of all the parties with intimation to CHT/OIDB. The ownership of such Intellectual Property Rights shall vest in PARTICIPATING AGENCIES. It is to be ensured that the inventors from these PARTICIPATING AGENCIES must have contributed to at least one of the claims for any patent application. These organizations can use this intellectual property and acquired assets, individually or collectively amongst the contributing institutes, for further research and development or academic purposes.

After completion of the project or even during the execution of the project, if the PSC or PMC is of the opinion that the outcome of the project, in terms of patent or products or technology has the potential for commercialization, a separate agreement may be signed between the PARTICIPATING AGENCIES and CHT/OIDB for commercialization of the outcome. The agreement would also cover the benefits that would go to PARTICIPATING AGENCIES and CHT / OIDB, out of such commercialization efforts. In case of commercialisation with the third party or its outright sale, PARTICIPATING AGENCIES will seek permission / consent of CHT/OIDB. The same permission shall be deemed to have been given by CHT/OIDB after one month from receipt of such request by the PARTICIPATING AGENCY, if not informed to the contrary. However, CHT/OIDB at its discretion may exercise its right to become party to such discussions with the third party. The PARTICIPATING AGENCY shall share such income, from commercialisation or its outright sale, with CHT/ OIDB based on both financial and technical contribution of the participating agencies including CHT/OIDB and shall be detailed in the separate agreement.

10.3 The issue of bearing of expenses for registration and maintenance of IPR will be taken up jointly and shall be settled by mutual discussions by PARTICIPATING AGENCIES. However, if academic institute is a Participating

Agency and not able to bear the expenses for filing and maintaining IPR, the industry partner may bear the expenses on its behalf which shall be recovered from the royalty earnings, if any, at a later date.

- 10.4 Publications, presentations or reproduction of the project report / part thereof any proprietary data / information emanating from the PROJECT by PARTICIPATING AGENCIES would need prior consent of the other involved PARTICIPATING AGENCIES in writing. The discretion for such dissemination will vest with PARTICIPATING AGENCIES after exploring the possibility of IPR. Any such information in respect of the above shall be intimated to CHT/OIDB and details thereof provided.
- 10.5 Publications, if any, in respect of the PROJECT shall be in the name of research workers / staff & officers of PARTICIPATING AGENCIES. In all the publications it will be duly acknowledged that the work has been carried out by Party A, Party B & Party C under the grant-in-aid from CHT.
- 10.6 Except as herein otherwise specifically permitted, the Intellectual Property / Product / Technology developed under this PROJECT shall be kept strictly confidential by all the PARTICIPATING AGENCIES and shall not be disclosed to a third party who is not a signatory to this MOU, without the prior consent of other PARTICIPATING AGENCIES & CHT/OIDB for at least 20 years from the completion of the PROJECT. In the event of such agreed disclosure to any other outside agency or in the event of such agreement on pursuing further research and development independently or in collaboration in the related or unrelated areas with the third party(ies), the concerned PARTICIPATING AGENCY/(ies) will sign a secrecy agreement (Non-disclosure agreement) with the other party.
- 10.7 In case any of the PARTICIPATING AGENCY(ies) decides to withdraw from the PROJECT during the execution of the project, the knowledge / data / intellectual know-how and rights acquired during the course of the PROJECT shall be made available to the other remaining PARTICIPATING AGENCIES, unconditionally.

Clause 11 – Force Majeure

11.1 Neither PARTICIPATING AGENCIES shall be held responsible for non-fulfilment of their respective obligation(s) under this MOU due to the exigency of one or more of the force majeure event(s) such as, but not limited to Acts of God, War, Flood, Earthquake(s), Strike(s), Lockout(s), Epidemic, Riot, Civil Commotion etc. provided on the occurrence and cessation of any such event, the party affected thereby, shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond 6 (six) months, the PARTICIPATING AGENCIES shall jointly decide about the future course of action.

Clause 12 – Notices

12.1 All notices and other communication required to be served on CHT under the terms of this MOU, shall be considered to be duly served, if the same shall have been delivered to, left with or posted by registered mail or courier or e-mail to CHT at its last known address of businesses. Similarly, any notice to be given to PARTICIPATING AGENCIES shall be considered to be duly served, if the same shall have been delivered to, left with or posted by registered mail or courier or e-mail is sent to PARTICIPATING AGENCIES at their registered addresses.

Clause 13 – Amendment to the MOU

13.1 No amendment or modification of this MOU shall be valid unless the same is recommended in writing by the PSC / PMC constituted specifically stating the same to be an amendment of this MOU. Power to make such amendment / modification / addendum rests only with Executive Director, CHT. The modifications / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

Clause 14 – Assignment of the MOU

14.1 The rights and/or liabilities arising to any PARTICIPATING AGENCIES to this MOU shall not be assigned except with the written consent of the other PARTICIPATING AGENCIES and CHT, subject to such terms and conditions as may be mutually agreed upon.

Clause 15 – Arbitration

15.1 For Indian Parties: This MOU will be governed by and construed in accordance with the laws of India. All disputes, controversies or claims arising out of, or in connection with, this MOU shall be finally settled by arbitration under the Rules of Delhi High Court Arbitration Centre or Indian Council of Arbitration (ICA) by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be New Delhi, India and the language of the arbitration shall be English.

15.2 For Central Government department / Undertaking: In the event of any dispute or difference relating to the interpretation and application of the provisions of this MOU, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally, conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

15.3 The responsibilities / deliverables under this MOU shall be continued during the arbitration proceedings, unless otherwise agreed in writing by the parties

or it is proved that the services cannot possibly be continued during the arbitration proceedings.

Clause 16 – Exclusion of Govt of India Clause (applicable when PARTICIPATING AGENCY is outside Public Sector Undertaking (PSUs) or Govt of India. department / entity)

- 16.1 _____ (PARTICIPATING AGENCY is PSU / Govt. of India entity) are individually an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of contract law.
- 16.2 _____(PARTICIPATING AGENCY is outside PSUs or Govt. of India department / entity) expressly agrees and acknowledges that PARTICIPATING AGENCY which is PSUs /Govt. entities) are individually not an agent, representative or delegate of the Government of India and that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of this MOU.
- 16.3 _____(PARTICIPATING AGENCY is outside PSUs or Govt. of India department / entity) hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims, against the Government of India arising out of this MOU and covenants not to sue the Government of India for any manner of claim, cause of action or thing whatsoever arising out of or under this MOU.

Clause 17 – Jurisdictions and Applicable Law

This MOU including all matters connected with this shall be governed by the Laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Indian Courts at New Delhi.

The MOU has been executed in _____ originals for retaining one copy each by Party A, Party B, Party C and CHT.

In witness whereof, the parties hereto have signed this MOU on the day, month and year mentioned herein before.

SEAL OF PARTIES

**For and on behalf of Party A
CSIR-Indian Institute of Petroleum,
Dehradun – 248 005**

**For and on behalf of Party B
Indian Oil Corporation Limited,
R&D Centre, Sector 13,
Faridabad – 121 007**

Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Seal _____

Seal _____

Witness: (Name & Address)

Witness: (Name & Address)

1. _____

1. _____

2. _____

2. _____

Date _____

Date _____

**For and on behalf of Party C
Engineers India Limited, R&D Centre,
Sector-16, Gurgaon – 122 001**

**For and on behalf of
Centre for High Technology,
Sector-73, NOIDA – 201 307**

Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Seal _____

Seal _____

Witness: (Name & Address)

Witness: (Name & Address)

1. _____

1. _____

2. _____

2. _____

Date _____

Date _____

Scope of work

- OVERVIEW SUMMARY.
- OBJECTIVES
- SCOPE OF WORK & RESPONSIBILITIES (PARTICIPATING AGENCY-WISE)
- BENEFITS / DELIVERABLES OF THE PROJECT

ACTIVITY TIME SCHEDULE

**(THE DETAILED ACTIVITY SCHEDULE WITH TIMELINES & BAR-CHART OF
THE INDIVIDUAL PARTICIPATING AGENCIES)**

PROJECT COST

S. No.	Description	Cost (` in Lakh)
1	Internal funding / contribution by PARTY A	
2	Internal funding / contribution by PARTY B	
3	Internal funding / contribution by PARTY C	
4	Grant / Grant-in-Aid from CHT	
	a. Fund required by PARTY A	
	b. Fund required by PARTY B	
	c. Fund required by PARTY C	
	Total Project cost (1+2+3+4)	

Detailed Cost Breakup (organizations)**A) PARTY A**

1. Total Contribution from CHT – ` _____
2. Total Contribution from Internal Resources – ` _____

S. No.	Item	` In Lakh
1.	Recurring cost (Manpower, Consumables, Travel, etc.)	
2.	Non-recurring cost (Capital Expenditure)	
3.	Other Expenditure (Overheads, Contingency, etc.)	
	Total	

B) PARTY B

1. Total Contribution from CHT – ` _____
2. Total Contribution from Internal Resources – ` _____

S. No.	Item	` In Lakh
1.	Recurring cost (Manpower, Consumables, Travel, etc.)	
2.	Non-recurring cost (Capital Expenditure)	

3.	Other Expenditure (Overheads, Contingency, etc.)	
	Total	

C) PARTY C

1. Total Contribution from CHT – ` _____
2. Total Contribution from Internal Resources – ` _____

S. No.	Item	` In Lakh
1.	Recurring cost (Manpower, Consumables, Travel, etc.)	
2.	Non-recurring cost (Capital Expenditure)	
3.	Other Expenditure (Overheads, Contingency, etc.)	
	Total	

Annexure IV

1. FORMAT FOR UTILISATION CERTIFICATE (**Annexure IV-1**)
2. FORMAT FOR PROJECT PROGRESS REPORTS (**Annexure IV-2**)
3. FORMAT FOR DRAFT REPORT / FINAL REPORT (**Annexure IV-3**)

Annexure IV-1

		Utilization Statement of Expenditure						
		Funds Allocated as per MoU	Fund Released by CHT		Expenditure Incurred		Balance	Remarks
			Till Previous FY	Current FY	Till Previous FY	Current FY		
1	Manpower							
2	Travel #							
3	Equipment							
4	Consumables							
5	Overhead Expenses							
6	Others, if any							
7	Interest	-			-	-		
8	Total							

Certify that the travelling expenditure are related to the project only.

Principal Investigator:

Competent Financial/Audit authority

Head of the Institution

Date:

Date:

Date:

FORMAT FOR PROJECT PROGRESS REPORT

Physical & Financial progress of Project

No	Description	Details
1.	Name of the Project / Study	
2.	Competent approving authority / Date	
3.	Participating agencies	
4.	Approved Total Cost and Contribution of participating agencies, if any	
5.	Revised cost, if any and reasons	
6.	Objectives of the project	➤ ➤ ➤
7.	Duration of the Project (in months)	
8.	Start / MOU Date and Zero Date	
9.	Scheduled completion date	
10.	Revised completion schedule	
11.	Planned work up to the quarter (physical), indicate milestones on quarterly basis	
12.	Actual progress (physical) with respect to milestones	
13.	Reasons for shortfall, if any	
14.	Asset procured, if any (give details)	
15.	Actual expenditure	
16.	Projected expenditure for the next quarter	
17.	Total amount released from CHT	
18.	Revised schedule, if any, with justification	
19.	Filing of Patents / Commercialization of patents related to Project.	

Name of the Project Coordinator & Date

FORMAT FOR DRAFT REPORT / FINAL REPORT

The format of the draft / final report shall be as following:

1. Cover page
2. Copyright
3. Executive Summary
4. Acknowledgement
5. Contents
6. Introduction
7. Objective
8. Scope of work
9. Approach / Methodology
10. Data collection and Analysis, if applicable
11. Evaluation / Results & Discussion
12. Conclusions
13. Future scope of work / Way forward / Commercialization / Potential
14. Nomenclature
15. References
16. Appendices, if any.
17. List of Assets purchased out of grant-in-aid
18. Details of IPR generated during the project