

**Office of the Dean, Alumni Affairs and International Relations
Indian Institute of Technology Kharagpur
Kharagpur – 721302**

Date: February 20, 2015

This extension made this day, February 20, 2015 to the Memorandum of Understanding (MoU) originally signed on 18th February, 2009 between M/s Total France and Indian Institute of Technology Kharagpur, West Bengal for supporting a Chair Professorship position entitled "**Total Petroleum Engineering Chair for Mining Engineering**" in the department of Mining Engineering, IIT Kharagpur.

As the appointment to the Chair was made effective 19th May 2014, It is hereby agreed by and between the parties that the above MoU is extended in its original form for a further period of 3 (Three) years from 19th May 2014 and now shall be valid upto 18th May 2017.

All other terms of the existing MoU dated 18th February, 2009 shall remain unchanged.

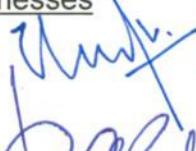
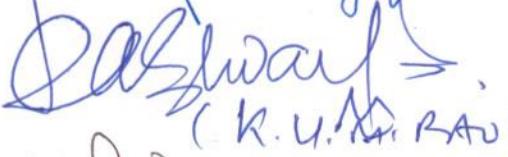
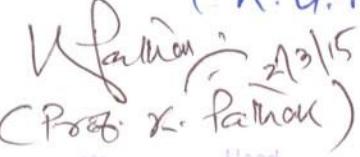


Mr. Francois Ravel
On behalf of TOTAL, France

Managing Director,
Total Projects India Pvt. Ltd.
New Delhi. India.

Date: 16/3/2015

Witnesses

1. 
(SANDEEP GUPTA)
On behalf of TOTAL
2. 
(K. V. R. RAO)
3. 
(Prof. K. Patnaik)
23/3/15



Prof. Partha Pratim Chakrabarti

Director,
Indian Institute of Technology Kharagpur
Kharagpur. India.

Date: 27/2/15



Dept. of Mining Engg.
I.I.T, Kharagpur-721302

**Memorandum of Understanding between M/s Total France
and Indian Institute of Technology Kharagpur for
supporting a Chair Professorship position in Mining
Engineering at IIT Kharagpur.**

This memorandum of understanding made at this day, the 18th of February, 2009 between M/s Total having its office at Paris, France, hereinafter referred to as "**Total**" and the Indian Institute of Technology Kharagpur having its office at Kharagpur, West Bengal hereinafter referred to as "**Institute**" for establishing (Total) Chair on **Petroleum Engineering in the department of Mining Engineering** witnesses as follows:

1. Title of the Chair

The Chair will be titled as "**TOTAL Petroleum Engineering Chair for Mining Engineering**" and henceforth referred to as the **Chair** in this Memorandum.

2. Objective

The main objective of the **Chair** is to carry out studies on oil and gas resources with special emphasis on assessment with effect on **TOTAL**. An important activity related to the **Chair** will be transfer of education materials related to **TOTAL** and other organizations of **TOTAL** to the Department of Mining Engineering, IIT, Kharagpur and also to work towards facilitation of a wider and deeper interaction between **TOTAL** and IIT Kharagpur.

The other general objectives are:

- To develop / take part in the academic programme of the **Institute** as full time professor/faculty of IIT Kharagpur and coordinate research programmes funded by various agencies in the Petroleum Engineering sector.
- To develop R&D programme relevant to the needs of **TOTAL** and other organizations of Total in the related areas.
- To initiate and develop student awareness programmes relevant to the needs of **TOTAL** and other organizations of Total and to coordinate courses for their Officers.
- To review available design standards and suggest necessary changes/modifications to accommodate the various requirement of the petroleum sector with special reference to **TOTAL**.

3. Endowment

TOTAL will make an upfront endowment of \$.72,000 to the **Institute** for creating a corpus fund, so that this corpus could be utilized for 3 years to meet the salary/honorarium and other professional expenses to the **Chair** as detailed hereunder. The savings from the annual interest shall also re-accrue to the corpus of the endowment to build-up the same as a cushion against

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inflation and for any further activities entrusted to the **Chair**. TOTAL shall have the option to either pay the entire endowment of \$ 72,000 upfront or to pay 2 years endowment of \$ 48,000 upfront and the balance \$ 24,000 after the 2 years.

The scheme has no financial liabilities on TOTAL in future except the endowment fund.

Incase TOTAL chooses to extend its sponsorship of the Chair beyond three years, the figure of \$24,000 per annum will stay constant. In that case this amount will be paid on a year to year basis.

Incase of termination of the endowment after three years or after the extension, if any, then any remaining funds will be re-invested towards the institute with the mention of donation being made by TOTAL.

4. Investment and Utilization of Funds

The endowment initially made available by Total to the **Institute** and any unspent yearly interest accruing to the corpus will be invested by the **Institute** through its Investment Committee to maximize the returns.

The income will be used for the expenditure related to the **Chair**, such as, a) salaries/honorarium and allowances to the incumbent, b) cost of fabrication and acquisition of laboratory materials / equipment, c) honorarium to part time advisor(s) / consultant(s)/ fellowships, d) secretariat support, e) travel and f) contingencies. The **Institute** will maintain a separate account head for the income and expenditure pertaining to this endowment. An annual statement of income and expenditure related to the **Chair** shall be furnished by the **Institute** to Total through **TOTAL** by 31st March of each year.

Any savings out of income from any programme organized in respect of activities related to the **Chair** will be added to the endowment fund.

5. Management Committee and its Role

There will be a Management Committee, which will be responsible for general review of the functioning of the **Chair** as laid down in various clauses of the Memorandum of Understanding. The Committee will meet at least twice a year to plan, review and coordinate the activities pertaining to the **Chair**. The Committee will also approve the annual budget for the expenditure pertaining to the **Chair**. The Committee will consist of the following:

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|--|------------------|
| Director of the Institute | Chairman |
| Nominee of TOTAL | Member |
| Head of the Department ,Mining Engineering | Member |
| Dean (F &P) | Member |
| Chair Professor | Member-Secretary |

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6. Appointment to the chair

The **Chair** will be filled up by selection, on contract as per regulations of the **Institute** for the appointment to **Professorial Chair**.

The Selection Committee will be constituted by the **Institute** and will have one nominee of Total as one of the members. The TOTAL nominee, with prior notice, shall have the right to delegate his/her powers in favour of any other TOTAL nominee and such delegation shall be in force for the period it is mentioned in the notice. The Total nominee will have similar powers as others in the selection committee as far as final selection of the professor is concerned.

The **Institute** shall take steps to ensure that the **Chair** is not ordinarily vacant for more than six months at a time.

The appointee to the **Chair** will be shortlisted and selected in the suitable category as per the prevailing rules of faculty selection at IIT,Kharagpur in due consultation with the Total representative.

7. Tenure

The tenure of appointment to the **Chair** will be initially for duration up to three years, which may be extended. The upper age limit for occupying the **Chair** will be 65 years.

8. Scope of Work and role of the appointee to the Professorial Chair

The Professor is expected to provide leadership in conducting and coordinating research, development and teaching in the area of Petroleum engineering and trade strategies in one or more of the activities covered under the scope of knowledge, HRD programmes, advice to TOTAL or its organizations on specific areas related to the **Chair**, coordination of R&D activities with organizations under Total on the subjects related to the studies on oil and gas fields engineering ,refining and other relevant issues as referred by organizations under Total.

Information and knowledge generated through the work and efforts of the concerned Professor will be readily available to **TOTAL** and can be used by the concerned Professor for academic interest with the approval of **TOTAL**.

Any outcome of the research done by the faculty occupying the **Chair** in the form of patents/copyrights or any other form of intellectual property will be a property of the **Institute**. **Institute** will give a non-exclusive non-transferable perpetual, license to Total and its affiliates. This may be transferred to other agencies through appropriate technology transfer processes as and when needed. In all related matters, Total will be given the first call of preference by IIT, Kharagpur on a timeline.

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The professor is also expected to facilitate the contact between TOTAL and the Institute. In case of requirement, he would help in the selection of potential employees for TOTAL in terms of setting of question papers, evaluation and sitting in the selection process. The professor will also recommend/inform Total about the availability of suitable candidates for employment before the beginning of placement season.

9. Annual Report by the Institute

The Professor shall prepare and submit to the **Institute** an Annual Report of his / her academic work for the previous academic year by 31st March. This report along with any comments of the Management Committee shall be forwarded by the **Institute** along with an annual statement of accrual/utilization of funds to **TOTAL** by 31st July of each year.

10. Annual Lecture/Presentation

The Professor will deliver a semi-annual lecture/presentation at a suitably chosen time and venue on the work done by the **Chair** at a site so selected.

11. Review of MoU

Notwithstanding anything contained herein, it is hereby agreed by and between the parties that the terms and conditions of the MoU can be reviewed by mutual agreement and extension may be made after 3 years.

In witness of the parties herein have signed this Memorandum of understanding by the hand of Mr. Christophe Miaux on behalf of TOTAL and by the hand of Director of the Institute on date, month and year referred to above.

Mr. Christophe Miaux

Prof. D. Acharya

On behalf of

TOTAL, France.

Director of the Institute

Signed on 18th February of 2009

Witnesses

1.
(SANJEEV GUPTA) - 9818658889
In behalf of 'TOTAL'.
2.
(A. PATRA)
(DEAN, AIIR, IIT KGP)
3.
(HOD, Mining, IIT KGP)
(JAYANTA BHATTACHARYA)