



02

**Office of International Relations
Indian Institute of Technology Kharagpur
Kharagpur – 721 302**

Ref: 1747/2023/OIR

Date: 10.02.2023

NOTE

Oil India Limited (OIL) and Indian Institute of Technology Kharagpur (IITKGP) in the field of mutual collaboration, knowledge sharing and capacity building desires to start engagement on multiple fronts between the two organizations. To this end a draft Memorandum of Understanding (MoU) was placed for the committee's review and comments on January 19, 2023. The draft MoU was accepted by the committee with minor modifications.


The supporting documents are placed for your consideration and kind approval. It is also recommended that Director be the signatory of the MoU.


Associate Dean IR

8/15/2/23

Dean Outreach & Alumni Affairs


Deputy Director


Director 28/02/2023

निदेशक कार्यालय DIRECTOR'S OFFICE
सं./NO.: 698
IN 28 FEB 2023
OUT.....
या प्रो सं खड़गपुर IIT KHARAGPUR



ऑयल इंडिया लिमिटेड
Oil India Limited



**Memorandum of Understanding
Between**

OIL INDIA LIMITED

and

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR

on

INDUSTRY ACADEMIA COLLABORATION PROJECTS

JANUARY, 2023

MEMORANDUM OF UNDERSTANDING (MoU)

TITLE: INDUSTRY ACADEMIA COLLABORATION PROJECTS

This Memorandum of Understanding (MoU) made and entered into at _____
on this _____ day of _____ Two Thousand Twenty Two

BETWEEN

OIL INDIA LIMITED, a company incorporated under the Companies Act, 1956 and has a Registered Office at Duliajan, Assam-786602 & Corporate Office at OIL House, Plot. No. 19 Sector-16A, Noida, Uttar Pradesh - 201301, India, represented through its Director (Exploration & Development), Dr. Manas Kumar Sharma, hereinafter referred to as "**OIL**" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assignees) of the one part,

AND

Indian Institute of Technology Kharagpur with its office at Kharagpur - 721302, West Bengal, India represented by Dean (R&D) (hereafter referred to as '**IITKGP**')

OIL and **IITKGP** are individually referred to as Party and collectively as Parties.

Whereas

- A. OIL** is a Navratna Company under the Ministry of Petroleum & Natural Gas, Government of India, engaged in the business of exploration, production & transportation of crude oil & natural gas, extraction of liquefied petroleum gas and generation of wind and solar power in India and also having participating interest in hydrocarbon acreages in few other countries.

B. IIT KGP is one of the premier educational and research institutes of India located in Kharagpur, West Bengal, India. Established in 1950, the first of its kind, **IITKGP** has been identified by the Government of India as an Institution of Eminence. With its multi-disciplinary departments of engineering, sciences and management, **IITKGP** has emerged as one of the top technical universities in the world. The Institute offers undergraduate, postgraduate and doctoral programmes and attracts the best students from the country. Research and academic programmes at **IITKGP** are driven by an outstanding faculty, many of whom are reputed internationally for their research contributions.

Both **OIL** and **IITKGP** recognize that there are complementary strengths and to synergize the respective strengths, the Parties agree that there is scope for mutual collaboration. The Parties also acknowledge complementary advantages available for which joint efforts can be made to establish mutual collaboration considering the business need of each other.

C. Both parties being legal entities in themselves desire to enter into this MoU for advancing the interests of Earth Sciences, hydrocarbon exploration & Production and other allied areas of interest to both organizations.

This MoU represents a general framework for such a relationship. It also includes some specifically identified areas of cooperation, which may be updated from time to time.

Now, therefore, **OIL** and **IITKGP** have mutually agreed to collaborate with each other in Research and Training in the broad areas of Earth Sciences, Hydrocarbon exploration & production and any other areas of mutual interest. In consideration of the mutual promises set forth in this MoU, the parties hereto agree as per following terms of collaboration:

Article 1: Terms of collaboration:

- a) **OIL** and **IITKGP** agree to enter into detailed specific agreements, with defined objective, scope of work, mutual obligations, terms and conditions, financial arrangements, Intellectual Property Rights and similar contractual obligations for individual research collaborations / projects undertaken under the scope of the MoU.
- b) In case either Party agrees to undertake a consultancy project from a third party on the basis of agreements arising as in Article 1a, a liability is created immediately in respect of premium due to either party. Either party shall concur in writing with the liability to the extent of contribution to the output of the project. The exact amount of liability will be arrived at after mutual consent by both the parties based on **OIL** and **IITKGP** guidelines.
- c) There will be mutual research interaction between the faculty of **IITKGP** and executives of **OIL** as per need and specializations.
- d) **OIL** shall provide assistance, to the extent possible, to **IITKGP** researchers participating in the joint research programs and to **IITKGP** faculty who require field guidance and samples wherever possible to complete the research work as requested by **IITKGP** when such need arises.
- e) **IITKGP** shall provide assistance, to the extent possible, to **OIL** executives participating in joint research programmes for laboratory, library, technical support and field guidance wherever possible to complete the research work when such need arises.
- f) **OIL** and **IITKGP** faculty may jointly formulate research projects of common interest.

OIL and **IITKGP** shall also undertake to host joint events like Management Development Programmes (MDP), Special Talks by eminent persons of the Industry, etc., for mutual benefit of both the Organizations. A yearly calendar shall be prepared with mutual agreement for such events. Financial implications and other terms & conditions that may require for above such events shall be worked out and mutually agreed by both the parties.
- g) The outcome of the research work in the form of publications would be credited to both the Organizations based on academic contributions. The Intellectual Property rights in respect of the publications shall be governed by the rules of **IITKGP** and **OIL** as applicable from case to case.

- h) Technical, financial and administrative requirements which may arise out in future would be sorted out by mutual agreement of both the Organizations.
- i) Neither OIL nor IITKGP will be responsible to the other party for any losses that either party may suffer during the research work or from using the results of the collaborative research.

Article 2: Areas of Collaboration

The following areas of joint research collaborations have been identified under this MoU.

- a) Joint research projects: The two parties will explore opportunities of undertaking following areas for joint research projects. Each such research proposal shall require approval of the respective Organizations.
 - i. Upstream, Midstream and Downstream segments of the Oil and Natural Gas value chain entailing hydrocarbon exploration, development, production, reservoir management including IOR & EOR, pipeline transportation, refining & process technology;
 - ii. Application of Geoscience, Engineering & Design, Chemical & Process Technologies, and R&D initiatives for these domains;
 - iii. Application of GIS and Remote sensing studies in Oil and Natural gas industry;
 - iv. Sedimentary Basin analysis;
 - v. Alternate source of Energy including New and Renewable energy resources, such as Solar, Wind, Geothermal etc.; Energy Management both in terms of efficiency and storage; carbon capture usage & storage;
 - vi. Environmental studies.
- b) Management Development Programmes (MDP)
- c) Studies of Indian culture and heritage
- d) Joint academic activities and events: IIT-KGP and OIL Training Institute may formulate joint academic activities such as domain specific trainings, short course, field excursions, seminars, workshops or conferences based on mutual interests with special focus on oil, gas and energy and available expertise in both the Organizations.
- e) Supporting innovation and start-up ecosystem for sustainable future.

- f) Any other mutually agreeable area of interest as may be identified from time to time.

Detailed documentation related to such programmes, will be required and approved by the competent authorities of both the Organizations, before implementation.

The areas of cooperation may be revised and updated by mutual consent. However, specific programmes may require separate implementing agreements detailed out and documented as individual instruments under the purview of this MoU.

Article 3: Coordination

Head, Centre of Excellence for Energy Studies, OIL will be the Coordinator from OIL and Chairperson, Deysarkar Center of Excellence in Petroleum Engineering, IITKGP will be the Coordinator from IITKGP. The participants and Coordinators may change from time to time as decided by appropriate authority of the respective organizations.

The parties shall, within 30 days of execution of this MoU, by written notice to each other, constitute a steering committee comprising of 2 (two) authorized representatives from each party to give effect to and deal with all matters covered under this MoU. The Steering Committee will meet as often as necessary or at least once in three months personally or on teleconference / videoconference or through other means of communication as may be mutually agreed by the Steering Committee. For every mutually agreed concrete project, the steering committee will finalize a draft contract to be entered into by and between the two parties. The steering Committee would share information about any opportunity of cooperation between the two parties so as to develop it as a collaborative project. Notwithstanding the discontinuation or lapsing of this MoU, the contract entered by virtue of this MoU remains valid.

Article 4: Financing

Financial implications, budgets, liabilities etc. are specific to individual projects and will be detailed for each project identified by the steering committee through a separate Agreement.

Article 5: Tax and Duties

There shall be no financial implication to either party against this Memorandum. Taxes & Duties as applicable for the subsequent agreement will be as agreed in the agreement.

Article 6: Non-discrimination

IITKGP and OIL agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious creed disability or handicap, and sexual orientation. Neither institution shall impose criteria for engaging their respective human resources that would violate the principles of non-discrimination.

Article 7: Code of Conduct

Participants will abide by the codes of conduct of the host Organization.

Article 8: Arbitration

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to an Sole arbitrator to be mutually agreed by OIL and IITKGP, under the provisions of Arbitration and Conciliation Act, 1996, whose decisions shall be final and binding on both the parties. The Place of Arbitration shall be Guwahati.

Article 9: Confidentiality

- a) Subject to each Party's confidentiality undertaking in the relevant agreements entered with their respective third party(ies), the Parties, their affiliated parties, and their respective nominees/employees or consultants may during the implementation of various projects/activities covered under this MoU having access to proprietary information of the other Party considered confidential, classified, restricted or secrete, whether specified to be confidential or not required under this MoU. The Parties undertake that they or their respective nominees/employees / authorized agents shall at all times protect the confidentiality of such information which has been declared confidential, classified, restricted or secret.

- b) Each party shall remain liable for the breach of obligations under this Article by its nominees/employees / authorized agents. The Parties hereto shall cause their respective nominees/employees to protect the confidentiality of the said information.
- c) Without limitation to the foregoing, each of the Parties agrees that it shall not divulge any commercial, trade or technical information of the disclosing Party marked as confidential to the third parties, without the prior consent of the disclosing Party which shall not be unreasonably delayed or withheld, except if:
 - i. At the time of, or after the disclosure, such information is, or comes, in the public domain, due to reason other than a breach of confidentiality by the receiving Party;
 - ii. Such information was in the possession of the receiving Party without any commitment to keep such information as confidential as before the disclosure by the disclosing Party;
 - iii. Disclosed to receiving Party by a third party, which as per the knowledge of such Party, is not bound by any confidentiality obligation towards any other Party, after disclosing Party has disclosed such information;
 - iv. Disclosure is required under applicable law - judicial or quasi-judicial order or direction from any regulatory or administrative authority.
- d) No Party shall, except without prior written consent of the other Party, use, disclose, or reproduce any information contributed to or resulting from the projects/activities for any purpose other than the pursuit and the development of the project. The aforesaid confidentiality undertaking shall survive the termination of this MoU and shall remain valid and in full force and effect for 3 (three) years from the effective date of such termination.
- e) Notwithstanding the above, the university/ faculties /project assistants along with OIL, however, may publish technical papers based on the acquired data in the field.

Article 10: Force majeure:

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the MEMORANDUM, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire directly affecting the performance of the Agreement, Natural Calamities, Pandemic and Acts and regulations of respective Ministries of the parties.

Upon occurrence of such cause and upon its termination, the party claiming that it has been rendered unable as aforesaid thereby shall notify the other party in writing along with satisfactory documentary evidence, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 hours of the beginning/ ending of the cause respectively. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. If performance is suspended by Force Majeure conditions lasting for more than 2 (two) months, either party shall have the option to terminate this MEMORANDUM whole or part at its discretion without any liability on its part.

Article 11: Non-binding Obligations:

It is understood and agreed by the Parties that the understanding set out in this MoU embodies the declaration of the intentions of the Parties and is not intended to be any legally binding commitments of the Parties except the obligations under Confidentiality and Arbitration.

Article 12: Resolution:

The parties resolve to act in good faith and by the spirit of the MoU to implement the provisions by the natural desire and interest of the Parties.

Each Party enters into this MoU as an independent Party and not as a Partner, representative, agent, or employee of the other. This MoU does not create or constitute

either Party to be a Joint venture, partnership, agent, employee, or fiduciary of the other.

Article 13: Intellectual property

Nothing contained in this MoU shall, by express grant, implication, or otherwise create in either any right, title, interest or license in or to intellectual property (including but not limited to know-how, inventions, patents, copyright, designs, etc.) of the other party.

Each Organization will adhere to the intellectual property laws of the country. Intellectual property developed during the collaboration project will be governed by the rules of the host Organization unless otherwise specified.

Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this MoU. If one Party receives any BGIP from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

The two Organizations shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects. This joint ownership of Jointly Developed Intellectual Property (JDIP) also entitles each party to explore commercialization. However, transfer or sale of JDIP and associated sharing of revenue shall be governed by a separate agreement.

Article 14: Validity and Termination of the MoU

This MoU is valid for a period of five (5) years with effect from the date of signing of this MoU and can be renewed further for a specified period by mutual consent. The signature of each party's duly authorized representative below shall evidence the agreement of such party that this MoU accurately summarizes its understanding with respect to the subject matter hereof.

This MoU does not restrict, in any manner, either Party from collaborating with any other third Parties in the areas specified in this MoU.

This MoU may be terminated:

- a. on either party giving the other party 6 months' prior written notice;
- b. on written notice by one of the Parties if the other Party has committed a breach of this MoU.

However, specific commitments made prior to such intimation shall be honored by both the partners including ensuring that any participant at that time participating in the Programme is able to complete the term of the assignment and be assessed for it.

Article 15: Insurance

Both OIL and IITKGP will be individually responsible for insuring their own premises, equipment and personnel for any claims that may arise from conduct of the collaborative research and from use of the results of the collaborative research.

Article 16: Indemnification

Both OIL and IITKGP shall indemnify, defend and hold each other harmless against any and all third party claim or loss or demand, damage and expenses of whatever kind and nature arising out of and during the course of execution of the collaborative research programme, including but not limited to non-payment of dues to its staff and any persons, associations, institutions engaged by either Party, any negligent act or omission, or breach of statutory duty on the part of either Party, its staff, workers, agents.

Article 17: Amendment of Clause:

Any amendment to any of the clauses of this MoU shall be proposed and sent in writing by the proposing Party to the other Party and if both the Parties mutually agree to such an amendment then the same shall be incorporated in the MoU and shall become binding on both the Parties from the date of agreement to such amendment unless otherwise agreed to.

Article 18: Notices

Any notices, under this Memorandum of Understanding/Agreement, will be delivered as follows:

For <u>Oil India Limited</u>	HoD (CoEES) Oil India Limited Centre of Excellence for Energy Studies INTEGRA, Rukminigaon, G. S. Road Guwahati, Assam India PIN 781 022
For <u>Indian Institute of Technology Kharagpur</u>	Dean (R&D) IIT-Kharagpur Kharagpur - 721302 West Bengal, India

Now, therefore, this Memorandum of Understanding is executed and signed in the presence of the following witness(s) on the day, month, and year cited hereinabove.

Chairman & Managing Director
OIL India Limited

Director
IIT Kharagpur

Witnesses:

1.

2.

Witnesses:

1.

2.

**Office of the Dean, International Relations
Indian Institute of Technology Kharagpur**

DEPUTY DIRECTOR'S OFFICE
No. 296
IN 14/01/2023
OUT
IIT KHARAGPUR

Date: 19.01.2023

Subject: Minutes of the MoU Committee Meeting Dated 19th January, 2023.

The MoU Committee comprising the undersigned members met on 22nd Sept, 2022 in the Dean's Conference Room. The minutes and resolutions of the meeting are as under.

Prof. Amit Patra	Chairman, MoU Committee
Prof. Jayanta Mukhopadhyay	Dean, OR&AA
Prof. M. Ramgopal	Dean, FoEA
Prof. Krishna Kumar	Dean, FoS
Prof. Saswat Chakraborty	Dean, FoBTBS
Prof. Chandan Chakraborty	Dean, R&D
Prof. Debashish Chakravarty	Associate Dean, AA & Branding
Prof. Goutam Chakraborty	Associate Dean, IR & Ranking (Secretary & Convener)

It was decided unanimously that in the next HoD meeting it would be announced that MoUs related to R&D projects will be directly handled by Dean R&D. Academic MoUs would be placed in the Institute MoU committee. A top cover, containing initial activities would have to be filled-up by the proposer of the MoU.

Action Items:

1. New MoU with Fortis Hospitals Limited: Prof. Suman Chakraborty, ME

Resolution: The committee recommended that the section on Financing be modified, by omitting second paragraph, The MoU is approved for signatures. Dean R&D will sign on behalf of IITKGP.

2. New MoU with TATA Hitachi: Prof. Suman Chakraborty, ME

Resolution: The committee recommended that the part 'Medical Treatment' be omitted from the objectives of the present MoU. A separate MoU may be drafted between Tata Hitachi and Shyama Prasad Mukherjee Hospital to facilitate medical treatments to the staff members of Tata Hitachi.

With regard to the CSR, the committee approved the proposal and recommended that an MoA may be drafted between Tata Hitachi, IITKGP and Shyama Prasad Mukherjee Hospital.

3. New MoU with National Hydro Power Corporation (NHPC): Prof. Ashok Pradhan, EE

Resolution:

The committee observed the following:

- The document is an MoU not an MoA
- A Preamble to NHPC was required
- Standard text of the IPR was to be included
- The scope of service CSR portion of the MoU needs to be clarified.

- IITKGP will not collaborate with NHPC in CSR initiatives. However, IITKGP will execute the CSR projects sponsored by NHPC.

4. New MoU with **Univ of Edinburgh**: Prof. B.C Meikap, Chemical

Resolution: It was recommended that the MoU be signed for a duration of 05 years and Dean OR be the signatory of the MoU. The MoU is approved for signatures.

5. New Agreement with Institute of Neuroscience (**Migraine**) - Kolkata: Dr. Basudev Lahiri, ECE&E

Resolution: Since the draft pertains to R& D Projects, it will be directly handled by Dean R&D. Dr Lahiri may share the draft with Dean R&D.

6. New Agreement with Institute of Neuroscience (**Parkinson's Disease**) - Kolkata: Dr. Basudev Lahiri, ECE&E

Resolution: Since the draft pertains to R& D Projects, it will be directly handled by Dean R&D. Dr Lahiri may share the draft with Dean R&D.

7. New MoU with **Oil India Limited**: Prof. Pares Nath Singha Roy, Deysarkar Centre of Excellence in Petroleum Engineering

Resolution: The MoU is approved for Director's approval. Chairman, Deysarkar Centre of Excellence in Petroleum Engineering will be the coordinator of the MoU.

8. New MoU with Vishwabharati, Shantiniketan: Prof. Goutam Chakraborty, Secretary, IITKGP, Forever KGPian

Resolution: It was recommended that the MoU be placed before Brandstore Executive Committee for review.

9. New MoU with Ministry of Textiles: Prof. Amit Shaw, Civil

Resolution: Since the draft pertains to R& D Projects, it will be directly handled by Dean R&D. Dr Lahiri was requested to share the draft with Dean R&D.

10. New MoU with Larson & Toubro: Surya Kumar Pal, ME

Resolution: The committee made the following observations:

- IITKGP cannot agree to bind any student to any bond, which is indicated in the MoU.
- Since the objective is to facilitate internship for the PG students, it is advisable that a standard process be formulated in consultation with CDC.

11. New Agreement of Joint Supervision with University of Leeds: Dr. Nilanjan Das Chakladar, ME

Resolution:

It was maintained that IITKGP doesnot require an MoA to be signed for Joint Supervision of Students. The committee requested Dr. Das Chakladar to confirm whether Leeds requires an MoA. If they do, then the MoA may be shared with Academic Deans for further review and processing at IITKGP.

12. **MoU Renewal with Tribhuvan University, Nepal**: Prof. Pintu Banerjee, HoD AgFe

Resolution: The committee requested Prof. Banerjee to share the modified draft which may be placed for Director's approval before final signatures.

13. New MoU with National Highway & Infrastructure Devpt. Corp. (NHIDCL)

Resolution: It was brought to the notice of the MoU committee by Prof. D.K Baidya that the MoU has already been signed. The committee requested Prof. Baidya to share the signed document with OIR.

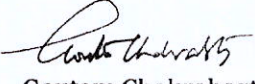
14. New MoU with **Head Quarters Maintenance Command, IAF (Nagpur):** Prof. Manoranjan Sinha, Aerospace

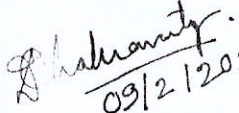
Resolution: The committee noted the following:

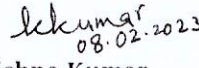
- Editorial modifications to be done for e.g. Replacing Chennai with IITKGP
- Dean R&D will be the Point of Contact of this MoU
- The draft may be forwarded to Dean R&D for further review
- Dean R&D will handle the MoU and it will remain outside the purview of the MoU committee.

15. New MoU with Central Sanskrit University: Dr. Dipesh Vinod Katira/Dr. Jayashree A. Gajjam


Resolution: Due to lack of time the MoU could not be discussed. The committee recommended that the draft MoU be circulated via email for committee's comments.

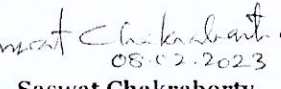

Goutam Chakraborty
Associate Dean, IR (Secretary & Convener)


09/2/2023.
Debashish Chakravarty
Associate Dean, AA & Branding

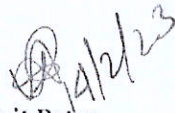

08.02.2023
Krishna Kumar
Dean, FoS


Chandan Chakraborty
Dean, R&D


08/2/23
M. Ramgopal
Dean, FoEA


08.02.2023
Saswat Chakraborty
Dean, FoBTBS


Jayanta Mukhopadhyay
Dean, OR


09/2/23
Amit Patra
Chairman, MoU Committee

