



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this the 16th day of November 2016 between **Oil and Natural Gas Corporation Limited (ONGC)**, a company registered under the Companies Act 1956, having its registered office at ONGC Green Building, 5A-5B, Nelson Mandela Road, Vasant Kunj, New Delhi-110 070 and one of its offices at Agartala as Tripura Asset (herein after referred to as ONGC which expression shall unless repugnant to the context include its representatives, successors and permitted assignees) of the **FIRST PART** and

National Institute of Technology, Agartala having its office at NIT Campus, Jirania 799046 (hereinafter referred to as NITA which expression shall unless repugnant to the context include its representatives and successors and permitted assignees) of the **SECOND PART**.

Now therefore, in consideration of the mutual covenants set out in this MoU, the parties hereby agree on the terms and conditions details hereunder:

1. OBJECTIVE:

To promote knowledge and excellence in the area of Engineering through research, training, workshop and work association.

2. RESPONSIBILITIES AND COMMITMENTS:

In the spirit and context of the purpose of this MoU the parties agree to assist each other, to be committed to professional excellence, to communicate on a regular basis and to encourage open dialogue and cooperation between ONGC and NITA

3. OBLIGATION OF NITA

The activities under the Chair shall be and not restricted to:

- NITA will engage in undertaking research studies in the designated areas of research. The research topics shall be jointly identified and at any point, an inventory of research topics may be jointly drawn up based on the existing capabilities. Research project, if required, may be conducted at ONGC facility.
- The NITA may take up any other consultancy work in the relevant area.
- The NITA will acknowledge the support received from ONGC in carrying out academic activities such as seminar / conference / workshop / advocacy etc.
- The NITA will also institutionalize its engagement with ONGC from time to time and discuss emerging areas of research.
- The NITA will impart training / conduct short term courses / workshops at ONGC on subject and specific to their domain at no extra cost.
- The NITA will provide the infrastructural facilities for developing teaching and research facilities. The NITA will also provide residential and office accommodation to the ONGC trainers/employees, if required.
- The NITA will submit Activity Report of the research activities for periods April to September and October to March every year to ONGC.

4. OBLIGATION OF ONGC:

- Traveling allowance and hospitality will be provided by ONGC for the lectures / trainings / workshops to be conducted by NITA for ONGC. The same shall be provided if the services are available and will not obstruct the necessary routine requirements of ONGC.
- Traveling allowance and hospitality will be provided by ONGC for any meeting convened by ONGC in respect of collaborative research with NITA. The same shall be provided if the services are available and will not obstruct the necessary routine requirements of ONGC.

6. MONITORING AND REVIEW OF ACTIVITIES :

The formulation of a Committee can be done with mutual consent on agreeable terms. ONGC or his authorized representative(s) and the representative(s) of the NITA will review and assess the activities. The Committee will meet twice a year at a mutually convenient venue and date.

7. FINANCIAL IMPLICATION AND TERMS & CONDITIONS:

Financial implication involves in the research, training, workshop and work association is need to be addressed as it is one of the most inevitable factors in any kind of project. Financial implication of the project and its terms and conditions must be resolved prior



to commencement of any joint collaborative research and shall be shared jointly by both the parties.

It is pertinent to mention that Income Tax and other taxes including Service Tax if applicable, will be borne by the NITA

8. VALIDITY PERIOD OF MoU:

The validity of the MOU may be taken as 5 (five) years from the date of signing unless it is reviewed and signed in a fresh

9. RETURN OF DATA AND MATERIALS:

The NITA shall keep a record of the data, literature, documents, samples or any other items / materials supplied to the NITA by ONGC which shall be signed by the representative of ONGC. The data, literature, documents, samples or any other item(s) / materials supplied / handed over by ONGC to the NITA during the course of research project shall be handed over back to ONGC immediately after it has been used or not required.

Upon written request by ONGC to return the technical data, information, materials provided to the NITA by ONGC, the NITA return within thirty (30) days of the receipt of such request, all the information received in written or tangible form, including copies or reproductions thereof and shall also retrieve all such information given to third party under written authorization of ONGC.

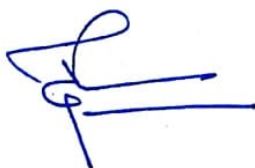
10. PUBLICATION:

Publications, if any, in respect of the work undertaken shall be in the joint names of investigators / workers of NITA and ONGC wherever applicable. All publications including thesis by research scholars which contain ONGC data, would require prior approval of ONGC. ONGC may withhold such approvals of a part or full text, wherever ONGC feels that the information contained may be confidential, classified or may harm the commercial interest of ONGC. No reason need be specified for withholding the permission for publications. Copy of all publications should be sent to ONGC. In addition the use of ONGC data shall be acknowledged in the publication at the appropriate place.

11. PATENTS AND OTHER IPRs:

The NITA shall disclose to ONGC within thirty days any intellectual property created as a result of the research carried out .

The intellectual property created as a result of the work undertaken by the Chair shall be owned jointly by the NITA and ONGC. The parties shall take measures for formal



protection of IP by way of registration wherever required. If any new product or process or any significant improvement in the existing product or process is evolved as result of the research and is such that the parties consider fit to be protected by way of patents, the parties shall jointly file an application for patent both at national and international level.

The expenses incurred in filing and prosecuting the application for grant of the IP rights, maintaining the IP rights and in defending any suits for infringement of such IP rights shall be shared equally by the parties.

The parties shall mutually decide on commercialization / utilization of any intellectual property accrued through appropriate license agreements or other arrangements, the terms of which shall be agreed upon by the parties and the income (license fee, royalty etc.) accruing from such commercialization shall be shared equally between the parties. In the event ONGC decides to use / exploit the patent for its own purpose, it will have the right to do so without any obligation and payment to the NITA

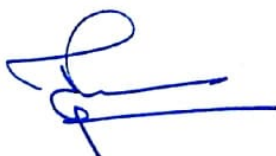
12. CONFIDENTIALITY:

The parties and their employees / representatives shall not disclose any data, information, reports etc. generated under this MoU in whatever form, whether printed, electronic or verbal, exchanged between the parties to third party without obtaining prior written authorization of the other party. Where disclosure is made by either party to any third party under authorization, the disclosing party shall obtain a similar undertaking of confidentiality from such third party.

The parties shall where ever possible mark the information, data, reports etc. as confidential and shall take all reasonable steps to ensure that the data/ information / project reports are kept in secure storage devices / network and that no unauthorized person gains access to such information.

In case where disclosure of any information pertaining to this MoU or the research work undertaken under the MoU is required under any Law, order or the government / statutory body or order of the Court, the NITA shall obtain written permission from ONGC and the same shall not be unreasonably withheld. In case where permission to disclose the information under such an order is not granted by ONGC within fifteen days of receipt of request from the NITA, it will be deemed to have been granted and the NITA may make a disclosure to authority concerned.

Whenever called upon by ONGC to do so, the NITA shall destroy all notes and any other written reports or documents that have been made by it to the extent that they contain any part of or reference to the Confidential Information and shall furnish a Certificate to this effect to ONGC.



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13. INDEMNITY:

NITA shall indemnify and hold ONGC and its employees / representatives harmless against all losses, claims, costs and legal expenses, arising under or in relation to this MoU.

14. REPRESENTATION:

ONGC hereby represents, warrants & covenants to the other as follows of the date of this MoU that:

- It has full power & authority to execute, deliver its obligations under this MoU.
- This MoU has been duly & validly authorized executed & delivered by it & constitutes a valid binding obligation or enforceable against it in accordance with its terms.

15. DISPUTE RESOLUTION:

Arbitration is one of the most convenient and trustworthy instrument of alternate dispute resolution mechanism, other than conciliation, mediation and OEC(outside Expert Committee).As per the ONGC circulars/guidelines, the matter is arbitrable if the disputed claim is above Rs 5 Lakhs, as far as financial dispute is concerned. In the event of any other dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or by opting any other method of alternate dispute resolution, or by forming the committee on agreeable terms and mutual consent. It is pertinent to mention that half of all the expenses incurred in any alternate dispute resolution including arbitration, conciliation, and mediation or via forming a committee shall be shared by each party. The method of dispute resolution may first be sorted prior to commencement of any joint collaborative research.

16. APPLICABLE LAW AND JURISDICTION:

All question disputes or differences arising under out of or in connection with the MoU shall be governed by Indian Laws, both procedural and substantive and shall be subject to exclusive jurisdiction of Courts at Agartala.

17. AMENDMENT:

This MoU may be amended in writing with the mutual consent of both parties.



18. OPERATION, CONDUCT AND IMPLEMENTATION:

The method of operation, conduct and implementation is important to be resolved prior to accepting the terms and conditions of the MoU. The same should be agreed upon by both the parties to avoid any dispute in future.

The document signed by both the parties constitutes the entire understanding between ONGC and the NITA

In WITNESS WHEREOF, the parties to this MoU through their authorized representatives have affixed their signatures on this MoU on the day and year first hereinabove mentioned.

Signed: _____



On behalf of N.I.T., Agartala


Name: Prof. (Dr.) Gopal Mugeraya

Director, N.I.T., Agartala

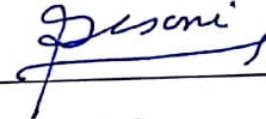
Date: _____

Place: _____

Witness: _____


Dr. Prasun Chakraborti
Dean (AA&IR)
N.I.T., Agartala

Signed: _____



On behalf of ONGC

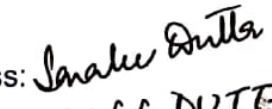
Name: S.C. SONI

Executive Director - Asset Manager,
Tripura Asset

Date: _____

Place: _____

Witness: _____


SONALEE DUTTA
I/c-CC