

## MEMORANDUM OF UNDERSTANDING

- 1.0 This Memorandum of understanding (hereinafter referred to as 'MoU') is entered into this 1<sup>st</sup> day of month of April of the year 2022.

BETWEEN

**Oil and Natural Gas Corporation Limited**, a company registered under the companies Act, No. 1 of 1956, having its registered office at Deendayal Urja Bhawan, 5A, Nelson Mandela Marg, Vasant Kunj, New Delhi-110070 (hereinafter referred to as 'ONGC' which expression shall unless excluded or repugnant to the context or meaning thereof, mean and include it successors or assigns) on the ONE PART

AND

**Indian Institute of Technology, Roorkee**, a public technical university located in Roorkee, Haridwar district, Uttarakhand-247667, OTHER PART

### 2.0 PREAMBLE

- 2.1 WHEREAS ONGC, a Maharatna Public Sector Enterprise is the largest crude oil and natural gas Company in India, contributing around 71 per cent to Indian domestic production with a vision to be global leader in integrated energy business through sustainable growth, knowledge excellence and exemplary governance practices. company, intends to seek expert advice in the area of (i) Master planning of Townships and Comprehensive Architectural Services (ii) Structural Audit/Condition Assessment of the Existing buildings (iii) Geotechnical Investigation/Soil Testing.
- 2.2 AND WHEREAS Indian Institute of Technology (IIT), Roorkee have the expertise in (i) Master planning of Townships and Comprehensive Architectural Services (ii) Structural Audit/Condition Assessment of the Existing buildings (iii) Geotechnical Investigation/Soil Testing.
- 2.3 ONGC and IIT, Roorkee are individually referred to as the "Party" and collectively referred to as the "Parties".

The Parties have had preliminary discussions in the matter and have ascertained areas of broad consensus. The parties now have therefore agreed to enter in writing these areas of consensus under an agreement.

Now, this MoU witnesses that:

### 3.0 PURPOSE OF AGREEMENT

- 3.1 The Purpose of this MoU is to have a general understanding between ONGC and IIT, Roorkee and determine the general terms and conditions of the relationship between the Parties concerning the areas specified in the scope of work under this MoU. ONGC

may seek expert advise/consultancy etc. from IIT, Roorkee in the areas specified in the scope of work under this MoU for which a separate agreement shall be signed between the Parties.

#### **4.0 SCOPE OF WORK**

4.1 (a) IIT, Roorkee agrees to render services, expert advice/consultancy etc to ONGC in the area of its expertise including (i) Master planning of Townships and Comprehensive Architectural Services (ii) Structural Audit/Condition Assessment of the Existing buildings (iii) Geotechnical Investigation/Soil Testing, as per ONGC requirements.

(b) For each expert service/consultancy in the Area of expertise, a separate agreement shall be signed between the Parties containing the area of operations, scope and deliverables, the time frame and Financial Terms and conditions. The terms and conditions of the said agreement shall be mutually discussed and agreed between the Parties.

#### **5.0 FINANCIAL AGREEMENT**

5.1 In consideration to the expert service/consultancy in the Area of expertise to be rendered by IIT, Roorkee , ONGC shall pay to IIT, Roorkee , expert services fees as per mutually agreed terms of agreement entered between the Parties for any individual expert activity/consultancy.

#### **6.0 RESPONSIBILITIES OF IIT, ROORKEE**

6.1 IIT, Roorkee shall complete the expert service/consultancy based on mutually agreed scope and time under the agreement.

6.2 IIT, Roorkee shall fulfil all the requirements, documented in the contract agreement, to the satisfaction of ONGC, before raising any invoice for the said milestone.

#### **7.0 RESPONSIBILITIES OF ONGC**

7.1 ONGC will act as a sponsor for the obtaining expert service/consultancy from IIT, Roorkee ONGC will provide all relevant documents of ownership, layout etc. available with the respective office as required under the agreement signed between the Parties for the expert services/consultancy. Any requirement of obtaining statutory approvals, levy of fees etc. before carrying out the expert service/consultancy as per the agreement will be obtained / provided by ONGC.

7.2 A representative of ONGC will keep liaison with deputed personnel from IIT, Roorkee as coordinator for access to the sites. The representative of ONGC will also make the arrangement for the stay and travel of the visiting experts of IIT, Roorkee.

7.3 ONGC will take care of all procedural/legal/operational matters pertaining to the activity for which expert service/consultancy is being obtained.

## **8.0 COMPLETION OF ACTIVITY**

The activity shall be deemed to have been successfully completed on the submission of Final Report and acceptance by ONGC or as provided under the expert service/consultancy agreement.

## **9.0 INTELLECTUAL PROPERTY**

9.1 No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property are granted or transferred under this MoU.

9.2 Any research publications and intellectual property rights arising out of the expert service/consultancy in the Areas of expertise as identified under Section 4 shall be subject to and governed by the separate agreement entered between the Parties.

## **10.0 CONFIDENTIALITY**

Both Parties acknowledge the confidentiality of the information which may be transferred between the Parties from time to time as being essential to this MoU and agree not to disclose the same to any third party. During the tenure of the MoU and THREE YEARS thereafter, both IIT, Roorkee and the ONGC undertake on their behalf and on the behalf of their subcontractor/employees/representatives/associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated under this MoU for any purposes other than in accordance with this MoU.

The restriction imposed in this clause does not apply to any disclosure of information which at the material time was in the public domain MoU or which is required by law to be communicated to the person who is authorized by law to receive that information.

## **11.0 INDEMNITY**

IIT, Roorkee shall defend and indemnify ONGC against all claims and proceedings for or on account of infringement of any patent rights, design, trademark, or name or other protected rights in respect of any works, materials or process used for are in connection with the design and development works or temporary works or any of them and against all claims, proceedings, damages, costs, charges and expenses whatever in connection with design and development works or temporary works.

## **12.0 TERMS AND CONDITIONS**

12.1 This MOU will remain in force for a period of five (5) years from 01.04.2022 to 31.03.2027.

12.2 The MoU shall be deemed to expire on completion of the period as in clause 12.1 unless extended by both the parties upon mutual consent.

12.3 During the tenure of the MoU, parties hereto can terminate the MoU by giving one month notice in writing to the defaulting party or either Party can terminate if the other Party breaches any of its obligations under this MoU and fails to take steps to remedy the breach within the stipulated period

- 12.4 Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.

### **13.0 NOTICES**

All notices and their communications required to be served on ONGC under the terms of this MoU shall be in writing and considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the ONGC at its registered office address mentioned in this MoU. Similarly, any notice to be given to IIT, Roorkee shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the IIT, Roorkee at its registered address mentioned in this agreement.

### **14.0 AMENDMENTS**

No amendments or notifications of this MoU shall be valid unless the same is made in the writing by both the Parties or their authorized representatives and specifically stating the same to be an Amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to between the Parties.

### **15.0 ASSIGNMENT**

The rights and/or liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

### **16.0 GOVERNING LAWS and Jurisdiction**

This MoU shall be governed and construed in accordance with the laws of India. The courts in Delhi alone shall have exclusive jurisdiction over any matter arising out of this MoU.

- 17.0 Despite the statements and obligations expressed herein and save for clause 9 and 10, this MoU is a non-binding expression of the correct intention of the parties and neither party will incur nor bound to any legal obligations or expense hereunder to the other party until and unless the definitive agreements shall have been negotiated and executed by both parties. Clause 9 and 10 shall survive the expiry or termination of agreement and shall be legally enforceable with their terms.

- 18.0 The Parties shall have no obligation to enter into any separate agreement or further agreement with each other regarding the scope of this MoU. Accordingly, ONGC may conclude an agreement with any third party related to the scope of this MoU.



For

### SEAL OF PARTIES

In witness whereof, the parties hereto have signed this agreement.

Parties:

For and on behalf of

For and on behalf of ONGC

IIT, Roorkee

*Manish*

Name: *Prof of Manish Shri Khande*

Designation: *Dean (SRIC) IITRKE*  
कुलशासक/Dean

Seal: प्रायोजित शोध एवं औद्योगिक परामर्श  
Sponsored Research & Ind. Consultancy  
भा. प्रौ. सं. रुड़की/I.I.T. Roorkee-247667

*Sunil Kumar*

Name: *सुनील कुमार / Sunil Kumar*

Designation: *समूह महाप्रबन्धक - प्रमुख आधुनिक संरचना*  
Group General Manager - Chief Infrastructure  
*ऑयल एण्ड नेचुरल गैस कॉर्पोरेशन लिमिटेड*  
Oil and Natural Gas Corporation Limited  
*दीनदयाल ऊर्जा भवन, वसन्त कुंज, नई दिल्ली -110070*  
Deendayal Urja Bhawan, Vasant Kunj, New Delhi -110070  
Seal:

Witness:

Witness:

(Name, Address and Signature)

(Name, Address and Signature)

1. *Jitendra Dinni*  
*Jitendra Dinni*  
AR, SRIC  
IIT Roorkee

1. *Rajneesh Bhatnagar*  
*रजनीश भटनागर / Rajneesh Bhatnagar*  
मुख्य महाप्रबन्धक (सिविल) / Chief General Manager (Civil)  
ऑयल एण्ड नेचुरल गैस कार्पोरेशन लिमिटेड  
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Deendayal Urja Bhawan, New Delhi -110070

2. *Rona Banerjee*  
*(Dr. RONA BANERJEE)*

2. *K. Muruganand*  
*के. मुरुगानंद / K. Muruganand*  
अधीक्षक अभियंता (सिविल) / Superintending Engineer (Civil)  
ऑयल एण्ड नेचुरल गैस कार्पोरेशन लिमिटेड  
Oil and Natural Gas Corporation Limited  
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