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Purchased by : OIL INDIA LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : MoU BETWEEN OIL INDIA LIMITED AND RAJIV GANDHI UNIVERSITY
Consideration Price (Rs.) : 100
(One Hundred only)
First Party : OIL INDIA LIMITED
Second Party : RAJIV GANDHI UNIVERSITY
Stamp Duty Paid By : OIL INDIA LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



₹100

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MEMORANDUM OF UNDERSTANDING

BETWEEN

OIL INDIA LIMITED

AND

RAJIV GANDHI UNIVERSITY

Memorandum of Understanding is made on the 12th day, in the month of October at Duliagian in the year Two thousand Twenty Two

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M. Chandan Selim

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Statutory Alert:

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BETWEEN

OIL INDIA LIMITED a company incorporated under the Companies Act, 1956 in India 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 DGM (Geology) I/C & HoD (CoEES), Mr. Khagen Chandra Kalita, hereinafter referred to as "**OIL**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns.

AND

Rajiv Gandhi University (formerly Arunachal University), a premier institute for higher education in the state of Arunachal Pradesh and has completed twenty-five years of its existence. The University was converted into a Central University with effect from 9th April 2007 as per notification of Ministry of Human Resource Development, Government of India. The University got academic recognition under section 2(f) from the University Grants Commission on 28th March, duly represented by Registrar, Rajiv Gandhi University, having its registered office at Rajiv Gandhi University, Itanagar, Arunachal Pradesh, hereinafter referred to as '**RGU**' which unless repugnant to the context would include their successors, assignees, agents and executors on the other part.

OIL and **RGU** shall hereinafter be referred to individually 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 having a participating interest in hydrocarbon acreages in few other countries.
- B. **DEPARTMENT OF GEOLOGY, RGU** has been pursuing research in the areas of petroleum geology, sedimentology, palaeontology, coal, structure/tectonics, and environmental studies and is willing to undertake the collaborative Research Programme with **OIL** as set out in detail hereunder.
- C. Both **OIL** and **RGU** recognize that there are complementary strengths and to synergize the respective strengths, the Parties agree that there is scope for mutual collaboration.

M. Chandu Selvar

Khagen Chandra Kalita

The Parties also acknowledge complementary advantages available by which joint efforts can be made to establish mutual collaboration considering the business need of each other.

D. WHEREAS OIL and RGU are intending to collaborate on the following project:

“Geological Mapping and Provenance Study of the Gondwana Group of rocks in parts of Kameng & Siang Districts of Arunachal Pradesh”

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE-1: SCOPE OF THE PROJECT

A detailed study will be carried out on the Gondwana Group of rocks exposed in the Kameng (E-W) and Siang (E-W) districts of Arunachal Pradesh. The work will include the organic geochemical characterization of the source rocks in the Gondwana sequence, reservoir rock characterization of the sandstones in the Gondwana sequences, lithofacies analysis, and preparation of lithologs in the selected outcrop sections for identification of the source, reservoir, and trap, if present therein. A combined geological map of the study area in association with Dibrugarh University will be prepared. The sedimentation history of the Gondwana Group of rocks will be re-examined by integrating all the data generated through the present field and laboratory observations.

ARTICLE-2: OBJECTIVES OF PROJECT

- a) Detail study of the Gondwana Group of rocks exposed in Kameng (E-W) and Siang (E-W) districts of Arunachal Pradesh.
- b) Organic geochemical characterization of the source rocks in the Gondwana sequence.
- c) Reservoir rock characterization of the sandstones in the Gondwana sequences.
- d) Preparation of lithologs (along with lithofacies analysis) in the selected outcrop sections for identification of the source, reservoir, and trap, if therein.
- e) Preparation of Large scale geological mapping through geological fieldwork. The findings of geological fieldwork carried out by Dibrugarh University will be incorporated into the final geological map.
- f) Study the sedimentation history of the Gondwana Group of rocks in association with Dibrugarh University.
- g) Final Integrated Project report.

M. Chandu Sekhon
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ARTICLE-3: JOINT COORDINATION COMMITTEE

- a) To coordinate the activities between the parties under this MoU and to explore opportunities relating to each mutually agreed activity, a Joint coordination Team, hereinafter referred to as "JCT" shall be formed upon execution of the MoU.
- b) The mandate of JCT shall be to outline the technical scope of work, ascertain commercial aspects, defining Project timelines and deliverables thereof.
- c) The JCT will comprise four (4) members with (two) 2 members nominated from OIL and (two) 2 members nominated from RGU.
- d) The JCT shall endeavour to take decisions unanimously.
- e) The JCT will be in constant touch through electronic medium and shall meet at least twice a year to identify and firm-up specific projects/activities.

ARTICLE-4: CAPITAL ITEMS

The items/Instruments which are capital in nature and are used in course of the Project may be returned to OIL after completion of the Project. OIL however may decide to offer these items to the University as a goodwill gesture.

ARTICLE-5: CONFIDENTIALITY

- 5.1 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 secret, 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.
- 5.2 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.
- 5.3 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

M. Chandu Selvar
K. Rajan
Chandru Kalith

shall not be unreasonably delayed or withheld, except if:

- a) 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.
- b) 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.
- c) 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.
- d) Disclosure is required under applicable law - judicial or quasi-judicial order or direction from any regulatory or administrative authority.

5.4 No Party shall, except without prior 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.

5.5 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-6: INTELLECTUAL PROPERTY RIGHTS

6.1 The Intellectual Property (IP) arising out of collaborative projects/activities undertaken under this MoU shall be jointly held in the name of **OIL** and **RGU** wherein **OIL** will be the first Party, mentioning inventors from both sides. **OIL** will be responsible to file, maintain and defend the IP against any claim and/or possible encroachment using its resources. However, technical support if required to defend any claim and/or possible infringement will be provided by **RGU**.

6.2 The right to the first use of IPR / Patent / Technology developed through this collaboration for its commercial exploitation shall rest with **OIL** and its subsidiaries.

6.3 Both the Parties shall have full right to transfer/assign/license the product/process technology developed to a third party after the prior written consent of the other Party.

M. Chandra Sekar

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In case of generation of profit by its uses from any third party, the same will be shared between both the Parties in equal proportion after recovery of expenses / investments in developing the product / process technology by the Parties.

ARTICLE-7: RESPONSIBILITIES

- 7.1 As the intent of the Collaboration involves a research program of a very collaborative nature, the **OIL** and the **RGU** will each be responsible for conducting their portion of the collaborative research and will be specified in the individual projects to be undertaken in accordance with high scientific standards of science and technology.
- 7.2 Neither the **OIL** nor the **RGU** 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.
- 7.3 Both the **OIL** and the **RGU** will be individually responsible for ensuring their Premises, equipment, and personnel for any claims that may arise from the conduct of the Collaborative research and the use of the results of the collaborative research.

ARTICLE-8: FORCE MAJEURE

- 8.1 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.
- 8.2 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

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ARTICLE-9: DURATION AND TERMINATION

- 9.1 The MoU will be effective on the date of signing by the last party ("effective Date") and shall remain valid for an initial period of 5 (five) years unless terminated by either party or extend mutually, in writing by giving 60 (sixty) days advance notice.
- 9.2 After termination of the MoU, either Party shall not claim any damage / Compensation/loss on account of termination of the work, however termination of MoU shall in no way affect ongoing Projects.
- 9.3 In the event of termination, **OIL**, and **RGU** shall take all necessary steps to affect the orderly completion / termination of the projects / activities in progress by respective obligations governing the implementation.
- 9.4 Upon termination, no Party shall use the confidential information, assimilated during operation of this MoU for developing Projects / activities of similar nature and competitive to business interests of other Party within 2 (Two) years from the effective date of termination of this MoU. However, Parties may use the confidential information required for the completion of ongoing projects.

ARTICLE-10: SETTLEMENT OF DISPUTES AND JURISDICTION

- 10.1 In the event of any difference or dispute arising out of interpretation or application of the provisions of this MoU, the parties shall immediately consult each other with the view to expeditiously resolve such differences or disputes spirit of mutual understanding and cooperation. In case differences or disputes persist, the differences / disputes shall be referred to senior management of Parties for further review. If the Parties cannot resolve the differences within 45 (Forty-five) days, the dispute(s) shall be referred to a Sole Arbitrator to be appointed by **OIL** with the consent of the **RGU** as per the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon both parties. The Place of Arbitration shall be Guwahati.
- 10.2 The Courts of Guwahati shall have the sole and exclusive jurisdiction to adjudicate any dispute arising out of and during the continuation of the MoU.

M. Chandu Sekaran
Khagen Chandras Kalita

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

12.1 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. No amendment to this MoU shall be valid unless made in writing and agreed upon by both Parties.

12.2 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: INDEMNIFICATION

Both OIL and RGU 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 program, 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-14: 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-15: NOTICES

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

M. Chandra Selvaran

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follows:

For
Oil India Limited

HoD (CoEES)
Oil India Limited
Centre of Excellence for Energy Studies
INTEGRA, Rukminigaon, G. S. Road
Guwahati, Assam
India, PIN 781022

For
Rajiv Gandhi University

Registrar
Rajiv Gandhi University
Rono Hills, Doimukh Itanagar
791112
Email: registrar@rgu.ac.in

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.

For and on behalf of
Oil India Limited

Khayun Chandra Barik
Signature



In the presence of

Witness:

- (Signature)* (Nilamani Deka)
- (Signature)* (D.K. GOGOI)

For and on behalf of
Rajiv Gandhi University

M. Charan Sekar
Signature



विभागाध्यक्ष/Head
भूविज्ञान विभाग/Dept. of Geology
राजीव गांधी विश्वविद्यालय/Rajiv Gandhi University
रोनोहिल्स, दोईमुख/Rono Hills, Doimukh
अरुणाचल प्रदेश-७९१११२/Arunachal Pradesh-791112

In the presence of

Witness:

- (Signature)* (SARAT AHUKHAN)
- (Signature)* (Bikash Gosai)