

***Memorandum of Understanding***

***Between***

***Oil India Limited***

***&***

***Gauhati University, Guwahati***

*all or*

## Memorandum of Understanding

This **Memorandum of Understanding** (hereinafter referred as MoU) is entered into on this Nineteenth day of March 2019.

**Between,**

**Oil India Limited (OIL)**, Government of India, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam (hereinafter referred to as "OIL", which term where the context so admits shall include its successors and assigns) of the ONE PART

**And**

**The Gauhati University**, represented by **Registrar**, Gauhati University, Gopinath Bordoloi Nagar, Guwahati-781014 (hereinafter referred to as "GU" which term where the context so admits shall include its successors and assigns) of the OTHER PART.

**GU and OIL** hereinafter also referred to individually as Party and collectively as Parties as per the context.

### Whereas

1. In line with Start-up Mission of GOI, OIL has launched OIL Start-up fund. In collaboration with GU, OIL has agreed to nurture and incubate new ideas related to oil and gas sector to create an entrepreneurial mind set and fresh thinking amongst employees, stakeholders and public for revitalizing corporate culture. The industry and technology is progressing at a very rapid pace and it is imperative for the OIL to keep abreast with the latest technology. It is therefore essential that GU and OIL work together to implement the best technological solutions in the interest of OIL and the nation. The OIL Start up fund is specifically created to encourage innovation and entrepreneurship with specific emphasis in northeast part of India.

2. GU has expertise in the areas of Computer Science and Engineering, Electronics Engineering, Geological Science, Bio Science and Bio Engineering, Chemistry, Physics, Instrumentation etc. The expertise of Gauhati University could be utilized for incubation and development of applications / products for enhancing the operational capabilities of OIL in the fields of E&P industry.

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### **ARTICLE-1 : SCOPE OF MoU**

3. This MoU defines a formal understanding between OIL and GU for utilization of expertise of GU along with the services provided Technology Incubation Centre of GU (hereinafter referred to as "GU-TIC" which term where the context so admits shall include its successors and assigns) for supporting new start up entities for enhancing the operational and functional capabilities of OIL in the fields of E&P industry.

4. OIL intends to use the incubation facilities of GU-TIC to support some new start up entities which work on problem specific to OIL with the help of GU on mutually agreed terms and condition which will be defined separately.

### **ARTICLE-2 : DEFINITIONS**

5. Subject to the context thereof, the following words and expressions shall be construed and interpreted so as to have the following meanings:

- (a) "Agreement" means and include this MoU and the Annexure(s) or Appendices hereto or any modification or amendment(s), if any.
- (b) "MoU" means and it governs all the terms and conditions mentioned hereafter, agreeing on mutual basis in writing among the "parties" for supporting new start up entities, form, procedure covering entire gamut of their activities from entry into GU -TIC till their exit from GU-TIC.
- (c) "Exit from GU-TIC means and includes the fulfilment of exiting procedure from GU -TIC as per the incubation agreement signed while entering to GU-TIC.
- (d) "Procedure for entering into GU-TIC" means and includes the invitation for proposal from perspective innovators/interested groups, review & selection of the proposals for incubation at GU-TIC.
- (e) "Third Party" means any other party(s) who is not a party defined in this MoU.

### **ARTICLE-3: TERMS AND CONDITIONS**

6. The terms and conditions of this MoU are given below:

- (a) The MoU shall be effective from the date of signing by both OIL& GU and will remain in force for a period of five (5) years from the date of signing the MoU. On completion of two (2) years, the MoU may be reviewed by the parties, if required.
- (b) OIL will identify its requirements for enhancing the operational and technological capabilities of OIL and accordingly publish the Call For Proposals (CFP). GU together with OIL will review the received proposal and do the review and finalize a list of proposals for support.



- (c) Selected proposals will be considered as OIL supported start up to be incubated at GU-TIC as per the terms and conditions of GU-TIC. OIL along with the selected start up entity will identify a faculty member from GU as a mentor for the start up entity.
- (d) A Progress Review Committee (herein after called PRC), duly constituted by the Registrar, GU and CMD OIL, shall monitor the progress of the Start up regularly and give necessary recommendations.
- (e) OIL will directly provide the necessary information and required technical know-how to the promoters the start up entity.

The incubating support from GU side is indicated below:

- 24hrs electricity and
  - Water supply
  - Lab/office furniture
  - Conference room-furnished/unfurnished with ICT
  - Training room-furnished/unfurnished with ICT
  - Canteen facility
  - High speed internet connectivity/Wi-fi facility
  - Computational facility-computer hardware/software
  - Printer / scanner / copier etc.
  - Digital library resources
  - Maintenance and security arrangement
- (f) The commercial terms and conditions for implementation of this MoU shall be decided mutually in a separate agreement entered between the parties. OIL supported start up housed in GU-TIC can avail funding from "OIL Start up Fund" directly from OIL and GU-TIC will take processing charges from OIL against each OIL supported start up.
- (g) Each party shall nominate its representative who shall be the single point of authority on behalf of the party representing (hereinafter referred to as Representative Authority) for communicating all the decisions to and on behalf of each party. Each party is free to change or reappoint such Representative Authority on its behalf with a notice to the other party. All notice, request, demand, approval consent or other communications provided or permitted hereunder shall be in writing and given by personal delivery or sent by registered/Speed post or by fax/email addressed to the Representative Authority.
- (h) Any modification/additions/deletions to this MoU can be made only with the mutual consent of the OIL and GU, recorded in writing and duly signed by the authorised representatives of the parties. The modification /changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.



- (i) Authorised representative and their address for both the parties of this MoU are:

Director - Exploration & Development  
Oil India Limited  
OIL HOUSE, Plot 19,  
Sector 16 A, NOIDA-201301  
Email: [ded@oilindia.in](mailto:ded@oilindia.in)

And

Registrar,  
Gauhati University, Guwahati-781014  
E-mail : [registrar@gauhati.ac.in](mailto:registrar@gauhati.ac.in)

#### **ARTICLE - 4: CONFIDENTIALITY**

7. The parties will maintain strict confidentiality and all the information and data exchanged/generated related to any project under this MoU for any purpose other than in accordance with this MoU, or without the written permission of the parties is not allowed. GU will not disclose data/result/finding or part thereof, to any third party, under any circumstances whatsoever.

#### **ARTICLE - 5: DISCLAIMER**

8. Each Party shall be solely responsible for its own acts and omissions (and the acts and omissions of its employees and other agents) and neither Party shall have the authority nor shall purport to act for, or legally bind, the other Party in any transactions with a third party except as agreed in writing by the Parties.

#### **ARTICLE - 6: NO BINDING OBLIGATIONS**

9. It is understood and agreed by the Parties that the understanding set out in this MoU embody the declaration of the intentions of the Parties and are not intended to be any legally binding commitments of the Parties.

#### **ARTICLE - 7: DISPUTE RESOLUTION**

10. In case any dispute, difference, disagreement arises between the parties hereto or their representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the agreement or breach thereof, which parties are unable to settle mutually, shall be referred to a committee of two members, one each from GU and OIL. The respective members of appropriate level shall be nominated by CMD of OIL and Registrar, GU. The decision of this committee shall be final and binding on both the parties.





## **ARTICLE - 8**

11. Both the organisations shall perform their roles in strict compliance with applicable laws in India along with rules and regulations of Governments as applicable.

## **ARTICLE 9: FORCE MAJURE**

12. Neither GU nor OIL shall be considered deficient in performance of their obligations under the terms of this MoU, if such performance is prevented or delayed for any causes beyond the reasonable control of the affected party as war, hostilities, revolution, riots, civil commotion, strikes, lockouts, epidemic, fire, explosion, flood, earthquake, or because of any law and order proclamations thereof or because of any act of god or any other cause beyond the control of the parties which could not have been foreseen or avoided.

## **ARTICLE 10: TERMINATION CLAUSE**

13. This MoU would be deemed to be terminated if either or both of the parties do not fulfil their obligations as elucidated In the Agreements to be executed for ensuring Implementation this MoU in letter and spirit or on completion of the tenure stated in this MoU.

14. In the event of cessation of this MoU on its expiry or earlier with mutual agreement, both the parties shall be relieved of their obligations under this MoU.

### **Name and address of the Contact person at Gauhati University**

- 1. Registrar, Gauhati University, Guwahati-781014,**  
Ph: 8876038485, E-mail : [registrar@gauhati.ac.in](mailto:registrar@gauhati.ac.in)
- 2. Prof. Kandarpa Kumar Sarma**  
Coordinator, Technology Incubation Centre, Gauhati University  
Guwahati-781014  
Ph. 9401454994; E-mail: [kandarpaks@gauhati.ac.in](mailto:kandarpaks@gauhati.ac.in)

### **Name and address of the point of contact at Oil India Ltd.**

**Sri Deb Ranjan Banerjee**  
CGM & Asset Manager, Western Asset  
Oil India Ltd., Duliajan-786602, Ph :9435039098  
e-mail : [debranjana@oilindia.in](mailto:debranjana@oilindia.in), [debranjana1959@gmail.com](mailto:debranjana1959@gmail.com)

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IN WITNESS HEREOF, the duly authorised representatives of the Parties execute and make this MoU effective as of the first date shown above.

For and on behalf of GU

For and on behalf of OIL

Signature: Nani G. Mahanta 19/3/19

Signature Abel Sasriptra

Name: NANI G. MAHANTA

Name: Dr. R. DASEPTA

Designation: Registrar, GU

Designation: Executive Director - CA

Witnesses 1: K. K. Dharma  
19/3/2019

Witnesses 2: Jihanan  
19.03.19

KANDARPA KUMAR SARKAR