

उत्तर प्रदेश UTTAR PRADESH

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MEMORANDUM OF UNDERSTANDING BETWEEN

GATI SHAKTI VISHWAVIDYALAYA (GSV)

YALAYA (GSV) 1846 OL

AND

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (CIPET)

This Memorandum of Understanding ("MoU") is made on 8th day of March 2025 by and between:

Gati Shakti Vishwavidyalaya, a central university, created through Central Universities (Amendment) Act, 2022, located at Lalbaug, Vadodara-390004, Gujarat, India operating under the Ministry of Railways (Govt. of India) mandated to cover the entire transportation and logistics sectors (hereinafter referred to as GSV) and is represented by Prof. (Dr.) Manoj Choudhary acting in the capacity of Vice-Chancellor of the first Part;

and

Central Institute of Petrochemicals Engineering & Technology, which is a premier Academic institution for higher and technical education under the Ministry of Chemicals & Fertilizers, Govt. of India, with its Head Office at T.V.K. Industrial Estate, Guindy, Chennai - 600032, India(hereinafter referred to as CIPET) and is represented by Prof. (Dr.) Shishir Sinha acting in the capacity of Director General the second Part;

SSV and CIPET are individually referred to as a "Party" and jointly as the "Parties".

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Page 1 of 5

WHEREAS

- A. GSV is a central university operating under the Ministry of Railways (Govt of India) mandated to cover the entire transportation and logistics sectors.
- B. CIPET is engaged in Skill Development, Technology Support, Academic and Research (STAR) activities in the field of Plastics, Petrochemicals, Polymers, Engineering and Technology. The institute operates in the hub and spoke model with over 45 locations across the country with specialization in skill training, technical support, academics as well as research.
- C. The Parties now enter into this MoU to explore potential collaboration in the field of research, teaching, and training activities of the respective parties, and to deepen the understanding of the scientific, technological, and management issues relevant to the respective parties thereto related research.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS

- 1. Scope of the MoU: The scope of this MoU will be to set forth the principles for collaboration between the Parties with respect to the Purpose of the MoU and shall not be binding.
- 2. Purpose: With a common intent to foster growth and advancement in the field of research, teaching, and training activities pertaining to transportation, infrastructure and logistics sector, GSV and CIPET will collaborate on the following topics:
 - i. Support academic curriculum development pertaining to the related sector:
 - ii. Affiliation of the future launching courses by CIPET in the domain to the GSV.
 - iii. Provide faculty support for all programmes including executive education programmes;
 - iv. Promote industry experience and training for members of each party;
 - v. Explore joint research opportunities in the related sector;
 - vi. Connect with international institutes for projects and research work, including its own training academies;
 - vii. Provide internship opportunities for the students of GSV/CIPET as per rules and regulations of GSV and CIPET.
 - viii. Joint guidance of student projects/thesis in the areas of Petrochemicals, Plastics, Hydrocarbon fuels, Fuel cells, Composite Materials, Energy Storage, Hydrogen, Chemical Engineering and Science, and other areas of mutual interest.
 - ix. Organise joint events such as symposiums, technical festivals, conferences and workshops on mutual agreement.
 - x. Participation of CIPET Experts in GSV Programs and events as well as the participation of faculty and students of GSV to participate in the programs and events of CIPET based on mutual agreement.
 - xi. Promote institutional exchanges by inviting faculty, students and administrative staff of the respective parties to participate in a variety of research activities and professional development;

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Page 2 of 5

- xii. Admission of CIPET scientists/officers/project staff to the post-graduate programmers' (M.Tech. & Ph.D.) at GSV as sponsored candidates fulfilling the criteria for admission as prevailing at GSV during the time such admission is sought and vice-versa.
- xiii. Exchange of personnel through deputation/adjunct/visiting faculty for limited periods as mutually agreed upon.
- 3. Working Group: Each Party shall nominate a team/ working party to work on the Purpose of this MoU and to decide the role and responsibilities of each of the Parties. Such a team/working party shall meet at least once in a quarter and keep each other informed. Based on the potential synergies between the Parties. If required, the team/ working party may explore the need of signing formative agreements/ licenses or related documents to enable project/joint initiatives under the purpose of the MoU.

4. Sharing of Facilities:

- a. GSV and CIPET shall make provisions to share their respective R&D facilities in order to promote academic and research interaction in the areas of cooperation, subject to availability.
- b. GSV and CIPET shall permit the exchange of software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the both parties.
- c. GSV and CIPET shall provide access to their library and extend interlibrary loan facilities to scientists of CIPET, GSV faculty, and students of GSV and CIPET as per the prevailing rules and norms in the respective institutes.
- 5. **Term and Termination:** This MoU shall come into effect on 8th day of March 2025 and remain in effect for an initial period of Three (3) years from such Effective Date (Term). This MOU may further be extended for another period of Two (2) years, subject to both Parties agreeing to such extension at least one (1) month prior to the expiry of the Term. During the Term of the MoU, either Party may terminate the MOU by giving a prior written notice of thirty (30) days to the other Party.
- 6. License and IPR: Nothing in this MOU shall be construed as granting any rights, expressed or implied, to any Party, including any patents licensable by the other Parties. Notwithstanding any other provision of this MOU, it is understood and agreed that any agreement or relationship between the Parties shall be subject to and limited by the Parties' existing licenses and agreements with other Parties. No Party shall, without the other Parties' prior written consent, use the trade names, trademarks, service marks, company names or other trade designations of the other Parties or any of their Affiliates.

Rights regarding publications, patents, royalty, ownership of software/design/product developed, etc., under the scope of this MoU, shall be decided on a case-to-case basis.

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- 7. **Non-exclusivity:** Nothing in this MoU prevents either Party from developing internally, or engaging with a third party in a project, or discussions around a project relating to the same or similar topics as the Purpose.
- 8. Costs and Damages: Each Party shall bear its own costs and expenses (including without limitation any legal fees and consultancy fees) which they respectively incur in connection with this matter and no damages or costs shall be payable to the other Parties as a result thereof. Financial arrangements for each specific activity will be decided on a case-to-case basis required, subject to approval by each party.
- 9. Liability: Except as specifically set forth in this section, neither Party shall be liable to any the other Party, or to any third party claiming by or through the other party, for any indirect, special, consequential, incidental, punitive, indirect or any other damages and associated costs whatsoever arising out of or resulting from this MoU or its breach thereof.

10. Applicable Law and Dispute Resolution:

- a. This MOU will be governed by and construed in accordance with the laws of India.
- b. Any disputes or differences between the Parties arising from, or related to this MoU shall be first informed in writing to the other Party and shall be discussed so as to be settled amicably. In the event of any failure to resolve the disputes or differences amicably such unresolved dispute/ difference shall be settled through Arbitration and the expenses for arbitration shall be borne equally by both the parties to the agreement.
- c. Both Parties submit to the exclusive jurisdiction of the High Court of Chennai for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the legal proceedings.

11. Other Provisions:

- a. **No Partnership or Agency:** In the framework of this MoU, each Party shall be acting individually on its own behalf as an independent party. Nothing contained in this MoU is intended, or is construed, to constitute the Parties as partners, joint venturers, or agents of each other and neither Party shall have any authority of any kind to bind the other in any respect whatsoever.
- b. **Assignment:** Neither Party shall assign nor in any manner transfer its interest or any part thereof in this MoU without the prior written consent of the other Party.
- c. **Confidentiality:** During the tenure of the MoU, information to be shared must be indicated as "confidential" or "non-confidential". Both GSV and CIPET will maintain strict confidentiality and prevent disclosure of all the information designated as "confidential" except by mutual agreement.
- d. Amendment: This Memorandum of Understanding may be modified or amended by written agreement between the Parties. It is hereby agreed

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that this signed MEMORANDUM OF UNDERSTANDING can be put in the public domain by any of the signatories.

e. **Non-Binding:** The Parties acknowledge that this MoU is non-binding in nature and does not create any obligations on either of the Parties, except for Sections 4 to 10 of this MoU which shall be binding and enforceable. Nothing in this MoU obligates and shall not be construed to obligate either Party to enter into or to continue negotiations in respect of the subject matter/ Purpose of this MoU with the other Party.

12. Counterparts:

This MoU may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single agreement.

For Gati Shakti Vishwavidyalaya, Vadodara	For Central Institute of Petrochemicals Engineering & Technology (CIPET), Chennai
Signature: Name: Prof. (Dr.) Manoj Choudhary Designation: Vice-Chancellor; GSV Date: 08.03.2045/ Vice Chancellor गति शक्ति विश्वविद्यालय Gati Shakti Vishwavidyalaya बहोदरा, गुजरात / Vadodara, Gujarat	Name: Prof. (Dr.) Shishir Sinha sarah Ranging Designation: Director Generable (Arto V. OF 100 032 Date: 08.03.2025
Witness: 1. JITESH J. THAKKAR 2. TV ARPANTHA DO BARMANIAN	Witness: 1. Wish Verma 2. Wivek kumar