

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



CIPET: INSTITUTE OF PETROCHEMICALS TECHNOLOGY

(Department of Chemicals & Petrochemicals,

Ministry of Chemicals & Fertilizers, Govt. of India)

Edayar Road, Eloor, Udyogamandal P.O., Kochi – 683 501

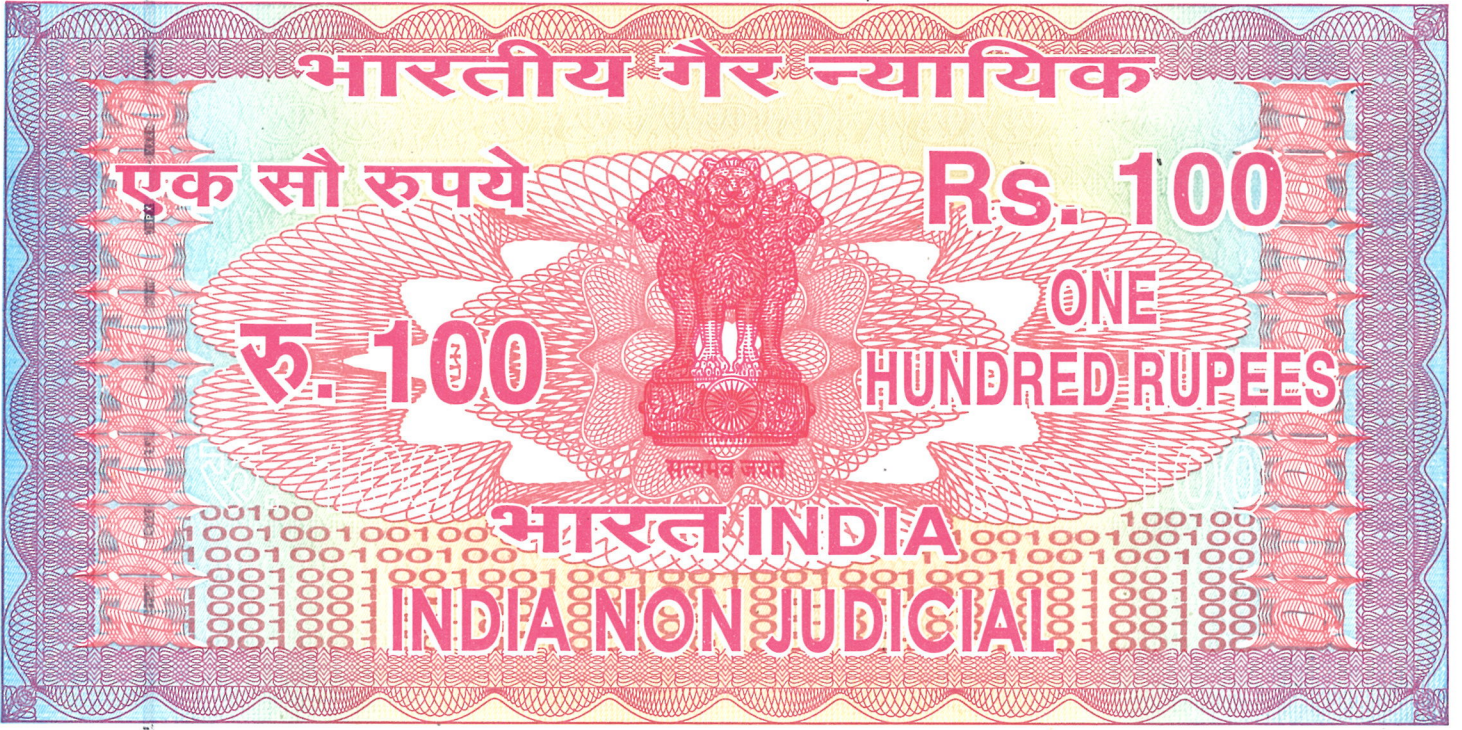
AND



RUBBER BOARD

(Ministry of Commerce & Industry, Govt. of India)

Head Office Complex, P.B. No:1122, Kottayam -686 002 Kerala



കേരളം KERALA

EA 050028

MEMORANDUM OF UNDERSTANDING

This **Memorandum of understanding** (hereinafter called as 'MoU') is entered into on this the 25th day of July 2023

BETWEEN

CIPET: Institute of Petrochemicals Technology (IPT)-Kochi, a unit of the Central Institute of Petrochemicals Engineering & Technology (CIPET), a premier ISO 9001:2015 QMS certified, NABL, ISO/IEC 17025 accredited institution established under Department of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers, Government of India with a clear focus on "Skill Development, Technology Support Services, Academics and Research (STAR)" in petrochemicals and allied sectors and having its Head Office in Chennai, Tamil Nadu and spread over 39 locations in 22 States across the country (hereinafter referred to as FIRST PARTY which mean and include, unless repugnant to the context, its representatives, assigns and legal successors) of the one part;

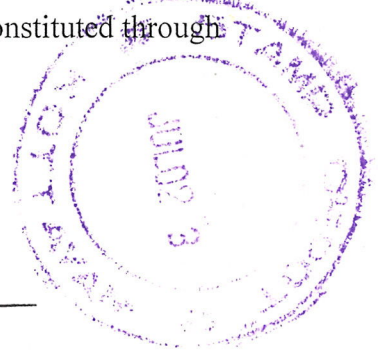
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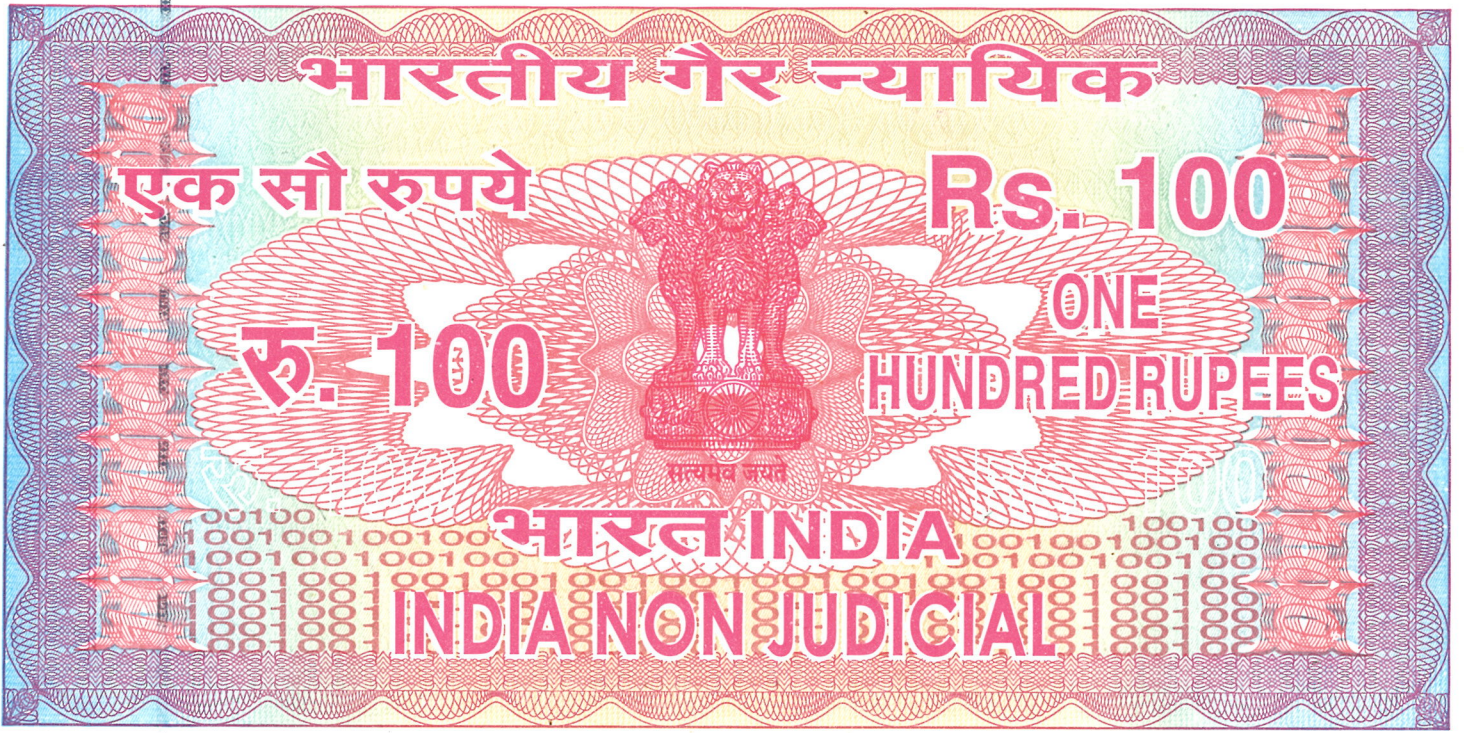
Rubber Board, a statutory body consisting of Rubber Production, Rubber Research Institute of India and National Institute for Rubber Training as its technical Departments, constituted through

NO. 4487
24.7.2023

SW
Director N.I.R.T Rubber Board
Kottayam 9

P. S. SUNNY
Stamp Vendor
Puthuppally





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the Rubber Act, 1947 (XXIV of 1947) to function under the Ministry of Commerce & Industry, Government of India with primary objective of developing rubber industry in the country and engage in scientific, technological and economic research, Training and technical advice to growers, improving the marketing of rubber and quality control, implementing labour welfare activities, advisory services to Government and collection of statistics, with its Head Office at Kottayam, Kerala and spread over 15 states through 224 offices and about 2500 grower clusters in the country (hereinafter referred to as SECOND PARTY which mean and include, unless repugnant to the context, its representatives, assigns and legal successors) of the other part.

(First party and second party are hereinafter jointly referred to as Parties and individually as Party)

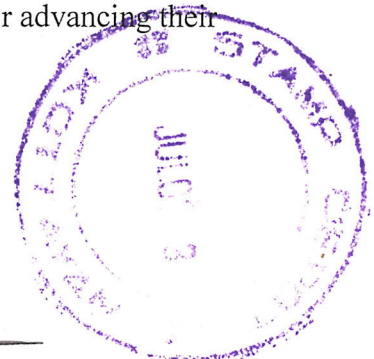
WHEREAS

- First party and second party believe that collaboration and cooperation between themselves will provide each of them with enhanced opportunities.
- The parties' intent to cooperate and focus their efforts on cooperation within area of skill-based training, education and research. Further areas of collaboration may be considered as per need.
- Both parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest.

NO: 4488
24.7.2023

Director NI RT Rubber Board
Kottayam 9.

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Puthuppally



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the institution and its related wings. The parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First party and second party cooperation will facilitate effective utilization of intellectual capabilities of the faculty of both the parties, providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry.
- 1.3 The general terms of cooperation shall be governed by this MoU. The parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the "Definitive Documents") as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MoU

- 2.1 First party will conduct a Skill Gap Study in Polymer Sector based on the industry needs and submit the report to the second party, provided fund support is possible from the Ministry of Skill Development and Entrepreneurship (MSDE) or other funding agencies.
- 2.2 The first party will assist the National Institute for Rubber Training (NIRT) in the process to become an Awarding Body for certification of candidates of NSQF aligned Rubber Sector Skill Development Training Programmes.



- 2.3 Both the parties will associate with each other to extend support for curriculum development/updation/modification of existing Diploma & Degree courses in Plastics Technology of the first party and that of the proposed courses of the first party, to widen the scope of the students for obtaining knowledge and employment opportunities in polymer sector.
- 2.4 Both the parties will depute their faculties on need basis for taking classes to the students who registered under different courses of the parties upon mutually agreed terms and conditions.
- 2.5 The second party can utilize the testing facilities of first party mutually agreed terms and conditions.
- 2.6 The first party shall provide the available infrastructure and Lab facilities at the location identified by the Second party to provide services as per the needs.
- 2.7 Based on the Skill Gap Study, both the parties are agreeing to initiate Skill Training Courses in Kochi or Palakkad of Kerala state and spread that to other locations.
- 2.8 Based on the Skill Gap Study, new courses with 3 months and 6 months duration shall also be introduced with course fees based on common norms of MSDE. Fees may be directly paid by the participant to the concerned party. However, for underprivileged and unemployed youth, funding may be obtained from PSUs / Corporations or MSDE.
- 2.9 The parties shall actively engage with each other to help their students for internship, training and industrial visits including students/faculty exchange programmes on mutually agreed terms and conditions.
- 2.10 The parties may jointly develop and host online skill training programmes for domestic / international students and industry personnel on payment basis and the revenue sharing to parties will be decided on mutual consent.
- 2.11 The parties shall actively engage in collaboration with each other for consultancy, development of products & technologies and research activities for the benefit of industry and nation on mutually agreed terms.
- 2.12 Both parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the Program on the terms specified herein.



- 2.13 There is no financial liability on the part of both the parties to take up any program mentioned in the MoU, if there is any financial consideration involved in any of the above activities, it will be dealt separately.
- 2.14 Both the parties shall promote the courses initiated by the parties through respective websites and offer placement to certified candidates through placement cell.

CLAUSE 3: INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MoU shall, by express grant, implication, estoppel or otherwise, create in either party any right, title, interest or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other party.

CLAUSE 4: VALIDITY

- 4.1 This agreement will be valid for 3 years from the date of signing or until it is expressly terminated by either party on mutually agreed terms, during which period both the parties as the case may be, will take effective steps for implementation of this MoU.
- 4.2 On completion of 3 years, this agreement may be extended subsequently on mutual consent.
- 4.3 Any act on the part of both the parties after termination of this agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.4 Both parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of termination both parties have to discharge their obligations.
- 4.5 It is expressly agreed that first party and second party are acting under this MoU as independent contractors and the relationship established under this MoU shall not be considered as a partnership. Neither party is authorized to use the other Party's name in any way, to make any representations or create any obligations or liability, expressed or implied, on behalf of the other party, without the prior written consent of the other party. Neither the party shall have nor represent itself as having any authority under the terms of



MoU to make agreements of any kind in the name or binding upon the other party, to pledge the party's credit or to extend credit on behalf of the other party.

4.6 Any disagreement or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party.

IN WITNESS WHEREOF, each of the parties hereto has caused this MoU to be duly executed by a duly authorized representative of such party as of the date first above written.

First Party

Second Party

AGREED

For CIPET: IPT Kochi,

For RUBBER BOARD,



25/7/23
Director General


Executive Director

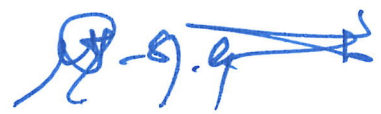
Name: PROF. (DR.) SHISHIR SINHA
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0481-2301231
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Witness 1:


K.A. RAJESH
Joint Director & Head
CIPET: IPT Kochi

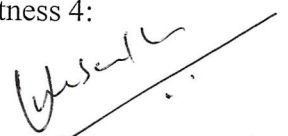
Witness 3:


A. SANKAR GANESH
Sr. Officer (PSA)
CIPET: IPT, Kochi

Witness 2:


SUDHA.P
DIRECTOR TRAINING
NIRT, RUBBER BOARD
KOTTAYAM.

Witness 4:


UMASANKAR.G
DY DIRECTOR (RDT)
NIRT, Rubber Board
Kottayam.