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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on this the 30th day of April 2010 between **Oil and Natural Gas Corporation Limited (ONGC)**, a company registered under the Companies Act 1956, having its registered office at Jeevan Bharti Building, Tower-II, 124 Indira Chowk, New Delhi-110001 (hereinafter referred to as ONGC which expression shall unless repugnant to the context include its representatives, successors and permitted assignees) of the **FIRST PART** and

Tezpur University, established by an Act of Parliament on 21st January 1994 at Napaam, Tezpur-784028, District Sonitpur, Assam (hereinafter referred to as Tezpur University which expression shall unless repugnant to the context include its representatives, successors and permitted assignees) of the **SECOND PART**.

Whereas the said University has set up a Centre for Petroleum Biotechnology (CPBT) in the Department of Molecular Biology and Biotechnology (MBBT) in 1999 with financial support from the ONGC through entering into an MoU dated 24.04.1999 for conducting research in petroleum biotechnology. The MoU expired on 31.03.2008. The University created infrastructure in CPBT for pursuing research in the areas of (a) Bioremediation and reclamation of petroleum hydrocarbon contaminated sites, and (b) Microbial Enhanced Oil Recovery (MEOR) from the underground oil reservoirs. The centre plans to carry out further research in (a) Bioremediation, (b) Biofixation of carbon dioxide for biodiesel production, (c) Microbial Enhanced Oil Recovery (Biosurfactant and Biopolymer), (d) Bio-prospecting for oil reservoir, (e) Microbial desulphurization and (f) Green technological practices.

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And whereas ONGC sponsored the establishment of the CPBT in the Department of MBBT, Tezpur University with the financial support of Rs. 1,88,95,400 (Rupees one crore eighty eight lakh ninety five thousand four hundred only). An amount of Rs. 84,63,055 (Rupees Eighty four lakh sixty three thousand fifty five only) is existing with Tezpur University (as on January 2010) from earlier MoU dated 24.04.1999 that includes the corpus fund and the accrued interest as on January 2010.

Now ONGC has agreed to give a one time additional grant of Rs 50,00,000 (Rupees Fifty lakh) to Tezpur University to make a corpus of Rupees 1,34,63,055 (Rs. One crore thirty four lakh sixty three thousand fifty five only) which includes Rs. 84,63,055 (Rupees Eighty four lakh sixty three thousand fifty five only) already existing with Tezpur University from earlier MoU dated 24.04.1999 to run CPBT on permanent basis. The amount Rs 134,63,055 and Rs. 84,63,055 are as on January 2010 and the interest accrued thereafter upto the date of signing of this MoU has added to the corpus.

Therefore it is agreed between the parties through this MoU as follows:

1. SCOPE OF MOU

The MoU details the modalities and general terms and conditions as here under for according permanency to the Centre for Petroleum Biotechnology in the Department of Molecular Biology and Biotechnology, Tezpur University.

2. PERMANENCY OF CPBT

- (i) The name of CPBT will be "Oil and Natural Gas Corporation - Centre for Petroleum Biotechnology (ONGC-CPBT)".
- (ii) ONGC will give a one time additional grant of Rs 50,00,000 (Rupees Fifty lakh) to Tezpur University to make a corpus of Rupees 1,34,63,055 (Rs. One crore thirty four lakh sixty three thousand fifty five only) which includes Rs. 84,63,055 (Rupees Eighty four lakh sixty three thousand fifty five only) already existing with Tezpur University from earlier MoU dated 24.04.1999 to run CPBT on permanent basis. The amount Rs 134,63,055 and Rs. 84,63,055 are as on January 2010 and the interest accrued thereafter upto the date of signing of this MoU has added to the corpus.
- (iii) ONGC-CPBT shall continue to be an administrative and academic part of the Department of MBBT, Tezpur University.



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3. RESPONSIBILITIES OF TEZPUR UNIVERSITY

- (i) Tezpur University will nominate/appoint a suitable faculty member from the Department of MBBT as Head, ONGC-CPBT with intimation to the ONGC.
- (ii) The ONGC-CPBT in the Department of MBBT, Tezpur University will undertake research work in the area of biotechnology, microbiology and related disciplines and develop technologies for MEOR, bioremediation, biodiesel, de-sulfurization, bio-prospecting for oil reservoir and green technologies for use in the oil fields in general and in oilfields of ONGC in particular.
- (iii) The research projects will be framed by Tezpur University with concurrence of Review Committee.
- (iv) Tezpur University will be wholly responsible for the management of the ONGC-CPBT and successful completion of the research projects undertaken by the ONGC-CPBT.
- (v) Field trials of research results of the ONGC-CPBT will be carried out jointly by the University and the ONGC in the latter's oilfields.
- (vi) Head, CPBT will submit Annual Report of ONGC-CPBT after completion of each financial year covering research works carried out in it, publications, patents, status of equipment and infrastructure, manpower, future work plan, constraints, and statement of accounts duly audited by a Chartered Accountant by 30th April every year to the Basin Manager A&AA Basin, ONGC, Jorhat and Head of Institute-ONGC Academy, Dehradun, which will be deliberated in Review Committee Meeting.
- (vii) Tezpur university laboratory facility and library may be utilized by officers of INBIGS, ONGC and vice-versa.
- (viii) Tezpur University will take steps to organize lectures/seminars/trainings in areas of microbiology and biotechnology, wherein ONGC personnel will be invited to participate. Such lectures/seminars/trainings may also be organized exclusively for ONGC personnel at Tezpur/Jorhat with funding from the ONGC.
- (ix) Tezpur University shall keep ONGC indemnified against any liabilities from accidents to personnel/property of Tezpur University, arising out of execution of this MoU.
- (x) Tezpur University will give a written request to ONGC for release of grant after signing of this MoU.
- (xi) Tezpur University shall obtain an undertaking from the persons to be deployed or engaged by it to work for ONGC-CPBT to the effect that they would not claim employment in ONGC.

4. RESPONSIBILITIES OF ONGC

- (i) ONGC will give a one time additional grant of Rs 50,00,000 (Rupees Fifty lakh) to Tezpur University to make a corpus of Rupees 1,34,63,055 (Rs. One crore thirty four lakh sixty three thousand fifty five only) which includes Rs. 84,63,055 (Rupees Eighty four lakh sixty three thousand fifty five only)

already existing with Tezpur University from earlier MoU dated 24.04.1999 to run CPBT on permanent basis. The amount Rs 134,63,055 and Rs. 84,63,055 are as on January 2010 and the interest accrued thereafter upto the date of signing of this MoU has added to the corpus.

- (i) The grant will be released by ONGC to Tezpur University after signing of the MoU and receiving a written request from Tezpur University for the release of the grant.
- (ii) ONGC will arrange the required facility for field implementation of results of the research projects undertaken at ONGC CPBT.

5. COORDINATION

- (i) Head, ONGC-CPBT will be the Coordinator from Tezpur University.
- (ii) Head, INBIGS Jorhat will be the Coordinator from ONGC.

6. REVIEW AND MONITORING OF ONGC-CPBT

- (i) The Basin Manager, A&AA Basin, Jorhat will monitor activities of ONGC-CPBT and progress of research projects being carried out in ONGC-CPBT.
- (ii) There will be a Review Committee for monitoring of activities/progress of ONGC-CPBT.
- (iii) The following will be the members of the Review Committee.

ONGC Members

- i. Head of Institute-ONGC Academy, ONGC Dehradun
- ii. Basin Manager, A&AA Basin, ONGC Jorhat
- iii. Head, INBIGS, ONGC Jorhat
- iv. Head, RGL, ONGC Sivasagar

Tezpur University Members

- i. Vice Chancellor, Tezpur University - Chairperson
- ii. Dean, School of Science and Technology
- iii. Head, Dept. of Chemical Sciences
- iii. Head, Dept. of Energy
- iv. Head, Dept. of Environmental Sciences
- v. Head, Dept. of Molecular Biology and Biotechnology
- vi. Head, ONGC-CPBT - Secretary

- (iv) The Review Committee (RC) will meet yearly at Jorhat/Tezpur.

7. FINANCIAL TERMS AND CONDITIONS

ONGC will give a one time additional grant of Rs 50,00,000 (Rupees Fifty lakh) to Tezpur University to make a corpus of Rupees 1,34,63,055 (Rs. One crore thirty four lakh sixty three thousand fifty five only) which includes Rs 84,63,055 (Rupees Eighty four lakh sixty three thousand fifty five only) already existing with Tezpur University from earlier MoU dated 24.04.1999 to run CPBT on permanent basis. The amount Rs 134,63,055 and Rs. 84,63,055 are as on January 2010 and the interest accrued thereafter upto the date of signing of this MoU has added to the corpus.



The terms and conditions are

- The additional grant of Rs 50,00,000 (Rupees Fifty lakh only) donated by the ONGC to Tezpur University is to be invested in fixed deposit along with the corpus fund already existing with Tezpur University from earlier MoU dated 24.04.1999 as on the date of signing of this MoU. Expenses of the permanent ONGC-CPBT will be met out of the annual accrued interest of the fixed deposit corpus fund of 1,34,63,055 (Rs One crore thirty four lakh sixty three thousand fifty five only) (Rs 84,63,055 + Rs 50,00,000 = Rs 1,34,63,055). The amount Rs 1,34,63,055 and Rs 84,63,055 are as on January 2010 and the interest accrued upto the date of signing of this MoU has added to the corpus.
- Savings on the interest will be added to the corpus fund to meet the expenses which might increase due to future enhancement of the expenditure.
- Tezpur University will submit a statement of the utilization of funds at the end of each financial year by 30th April every year duly audited by a Chartered Accountant to ONGC.
- Applicable taxes if any will be borne by Tezpur University from the ONGC-CPBT.

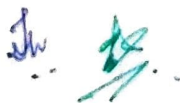
8. RETURN OF DATA AND MATERIALS

Both ONGC and Tezpur University shall keep record or data, literature, documents, samples or any other items / materials supplied to Tezpur University by ONGC, signed by representatives of ONGC and Tezpur University. Data, literatures, documents, samples or any other item(s) / materials supplied / handed over by ONGC to Tezpur University during the course of research project shall be handed over back to ONGC immediately after it has not been used.

Upon written request by ONGC to return the technical data, information, materials provided to Tezpur University by ONGC, Tezpur University shall return within thirty (30) days of the receipt of such request, all the information received in written or tangible form, including copies or reproductions thereof and shall also retrieve all such information given to third party under written authorization of ONGC.

9. PUBLICATION

Publications, if any, in respect of the work undertaken shall be in the joint names of investigators / workers of Tezpur University and ONGC wherever applicable. All publications including thesis by research scholars which contain ONGC data, would require prior approval of ONGC. ONGC may withhold such approvals of a part or full text, wherever ONGC feels that the information contained may be confidential, classified or may harm the commercial interest of ONGC. No reason need be specified for withholding the



permission for publications. Copy of all publications should be sent to ONGC. In addition the use of ONGC data shall be acknowledged in the publication at the appropriate place.

10. PATENTS AND OTHER IPRs

Tezpur University shall disclose to ONGC within thirty (30) days any intellectual property created as a result of the research carried out under this MoU.

The intellectual property created as a result of the research projects under this MoU shall be owned jointly by the Tezpur University and ONGC. The parties shall take measures for formal protection of IP by way of registration wherever required. If any new product or process or any significant improvement in the existing product or process is evolved as result of the research and is such that the parties consider fit to be protected by way of patents, the parties shall jointly file an application for patent both at national and international level.

The expenses incurred in filing and prosecuting the application for grant of the IP rights, maintaining the IP rights and in defending any suits for infringement of such IP rights shall be shared equally by the parties.

The parties shall mutually decide on commercialization / utilization of any intellectual property accrued through appropriate license agreements or other arrangements, the terms of which shall be agreed upon by the parties and the income (license fee, royalty etc.) accruing from such commercialization shall be shared equally between the parties. In the event ONGC decides to use / exploit the patent for its own purpose, it will have the right to do so without any obligation and payment to Tezpur University.

Tezpur University shall enter into a back-to-back agreement with its researchers / employees engaged in the activities under the centre regarding the obligation or making disclosure of the IPRs generated in the course of their engagement with the centre or by using the funds of the centre and also give their consent on vesting of ownership / title of such IPRs with Tezpur University and ONGC jointly.

11. CONFIDENTIALITY

The parties and their employees / representatives shall not disclose any data, information, reports etc. generated under this MoU in whatever form, whether printed, electronic or verbal, exchanged between the parties to third party without obtaining prior written authorization of the other party. Where disclosure is made by either party to any third party under authorization, the disclosing party shall obtain a similar undertaking of confidentiality from such third party.

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The parties shall where ever possible mark the information, data, reports etc as confidential and shall take all reasonable steps to ensure that the data/ information / project reports are kept in secure storage devices / network and that no unauthorized person gains access to such information

In case where disclosure of any information pertaining to this MoU or the research work undertaken under the MoU is required under any Law, order or the government / statutory body or order of the Court, Tezpur University shall obtain written permission from ONGC and the same shall not be unreasonably withheld. In case where permission to disclose the information under such an order is not granted by ONGC within fifteen days of receipt of request from Tezpur University, it will be deemed to have been granted and Tezpur University may make a disclosure to authority concerned.

Whenever called upon by ONGC to do so, Tezpur University shall destroy all notes and any other written reports or documents that have been made by it to the extent that they contain any part of or reference to the Confidential Information and shall furnish a Certificate to this effect to ONGC.

12. INDEMNITY

Tezpur University shall indemnify and hold ONGC and its employees / representatives harmless against all losses, claims, costs and legal expenses, arising under or in relation to this MoU.

13. REPRESENTATION AND WARRANTY

Both parties to this MoU hereby represents warrants and covenants to the other as follows from the date of this MoU that:

- * Each party will have full power and authority to execute, deliver its obligations under this MoU.
- * This MoU has been duly and validly authorized, executed and delivered by it and constitutes a valid binding obligation of it, enforceable against it in accordance with its terms.

14. DISPUTE RESOLUTION

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of Head of Institute-ONGC Academy, Dehradun. In case such resolution is not possible, then the unresolved dispute or difference shall be referred to a committee consisting of two members each from ONGC and the Tezpur University with Director (HR) of ONGC as it's head, the decision of the committee shall be binding upon both the parties. Provided, however, any party aggrieved by such decision may make a further reference

for setting aside or revision of the decision to the CMD of ONGC whose decision shall bind the parties finally and conclusively.

15. APPLICABLE LAW AND JURISDICTION

All disputes or differences arising out of or in connection with the MoU shall be governed by Indian Laws, both procedural and substantive and shall be subject to exclusive jurisdiction of Courts at Jorhat.

16. AMENDMENT

This MoU may be amended in writing upon the mutual consent of both parties.

17. OPERATION, CONDUCT AND IMPLEMENTATION OF MOU

Tezpur University and ONGC agree to nominate specific personnel for operation, conduct and implementation of the MoU.

Basin Manager A&AA Basin, ONGC, Jorhat shall be the sole operator on behalf of ONGC.

Address: Basin Manager A&AA Basin, ONGC, Cinnamara, Jorhat.
Phone No: 0376-2360011 **Fax No:** 0376-2360012

The Vice-chancellor shall be the sole operator on behalf of Tezpur University.

Address: Vice-chancellor, Tezpur University, Tezpur-784028, Assam
Phone: 03712-267003 **Mobile:** 09954449454 **Fax No:** 03712-267006

In witness whereof, the undersigned duly authorized there to have signed this MoU at Tezpur on 30th day of April.....2010.

For and on behalf of
Oil and Natural Gas Corporation Limited

Dr. Tarun Chakraborti
30.04.2010.

(DR. TARUN CHAKRABORTI)
GGM-HEAD ONGC ACADEMY

Witness

1. *S. Choudhury*
30/4/10
(S. CHOUDHURY)
GGM- Basin Manager, A&AA Basin, Jorhat.
2. *Subin Kumar*
30/4/10
(SUBIN KUMAR)

Dr. Mihir K. Ghosh

For and on behalf of
Tezpur University

Dr. Mihir K. Ghosh
30 April 2010
Vice-Chancellor, TU

Witness

1. *Dr. Mihir K. Ghosh*
30/4/10
(Dr. Mihir K. Ghosh)
2. *Ashis K. Mukherjee*
30/4/10
(ASHIS K. MUKHERJEE)