

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ('MOU') is being entered on this 29th day
Oct 2018 by and

Between

Industan Petroleum Corporation Limited, a Government Company incorporated under the Companies Act, 1956 and having its Registered Office at Petroleum House, 17, Jamshedji Tata Road, Mumbai - 400 020 (hereinafter referred to as "IPCL" or "First Party", which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors and permitted assigns) of the **First Part**.

And

Centurion University of Technology & Management (CUTM), accredited by NAAC with "A" grade and duly notified private state university of Odisha by Act no. 4 of 2010 of State Legislature Odisha having its registered office at 17, Forest Park, Bhubaneswar (herein referred as "CUTM" which expression unless repugnant to the context shall include its successors and assignees) of the **Other part**.

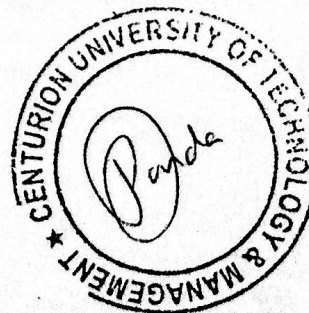
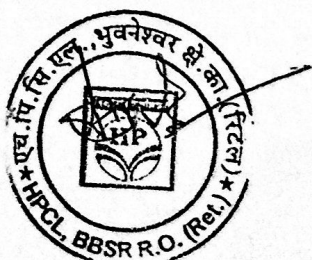
IPCL and CUTM shall be hereinafter individually be referred as "Party" and collectively "Parties".

WHEREAS "IPCL" is a Government Company in the business of refining and marketing petroleum products throughout the country, through its dealer network.

WHEREAS CUTM is an educational institute imparting quality and accredited academic programmes in technology and management.

WHEREAS CUTM has requested IPCL for financial support for providing Technical to 200 differently abled youth (hereinafter referred as Project) in CUTM Campus in Jatni, Odisha (hereinafter referred as Project).

WHEREAS IPCL based on the above request by CUTM has agreed to provide a financial support of not exceeding Rs. 1,80,00,000/- (Rupees One Crore and Eighty Lakhs Only) towards implementing the Project.



NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HEREIN MUTUALLY AGREE TO THE TERMS AND CONDITIONS HEREIN SETFORTH;

OBJECTIVE

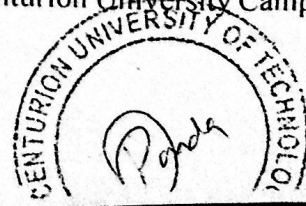
It is hereby agreed by both the Parties that the main objective of this MOU is to provide Long-term skilling of 200 differently abled youth in CUTM Campus in Jatni, Odisha.

IMPLEMENTATION PLAN:

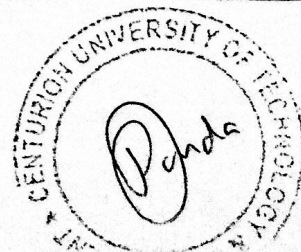
- a) That it is agreed that HPCL shall provide financial support to CUTM for the Project of developing technical skill and capacity building providing long-term Technical skills to 200 nos. of differently abled youths.
- b) That CUTM agrees to conduct courses to impart technical skills and capacity building to differently abled youth strictly in accordance with details mentioned below:

#	Type of Disability	Course	Corresponding Sector / Job Role	NSQF Level / Category as per CNN	Hours	# Trainees
1	Hearing & Speech Impairment	Retail & Hospitality Associate	F&B Service Trainee, Food & Beverage Service-Steward, Retail Associate + Billing Executive	4 / Category II	1,500	50
2	Hearing & Speech Impairment	Apparel Manufacturing	Line Supervisor Stitching OR Fashion Design + Self Employed Tailor Sewing Machine Operator	5 / Category I	1,500	100
3	Hearing & Speech Impairment	Paramedics & Allied Health Worker	General Duty Assistant + Medical Laboratory Technician + IT Literacy & Life Skills	4 / Category II	1,500	50
Common Life Skills, Employability Skills & IT Literacy Modules in addition to technical modules				-	500	
Total						200

That CUTM shall provide technical skills and capacity building to the selected 200 differently abled youths at its Gram Tarang Employability Training Centre, Centurion University Campus, Jatni, Khurda, Orissa.



- d) That CUTM shall ensure placement of the 200 differently abled youths trained under the project.
- e) That all the 200 nos. beneficiaries of the project shall necessarily be Persons with Disability holding certificate in this regard from a competent authority.
- f) That the 200 nos. beneficiaries shall be from economically weaker sections of society having a family income of less than Rs. 10,000/- per month.
- g) That the project will be implemented by the CUTM in an efficient manner and the funds so provided shall be judiciously used for this purpose only.
- h) That it is agreed that, during the period of project implementation, HPCL representatives shall have access to review the progress and monitor the quality of training, boarding and lodging provided by CUTM.
- i) Selection of beneficiaries
- It shall be sole responsibility of CUTM to select candidates on two principles of "equal opportunity" and "transparency".
 - All the Candidates / Beneficiaries should be of Indian Nationality, in the age group of 18 to 40 years.
 - Sourcing of candidates would be done through one or a combination of the methods including but not limited to Advertising in local media, Posters, Word of mouth, Institutional communication, assistance from local school principals to identify school drop outs, etc. Records of these activities for all beneficiaries shall be made available to HPCL.
 - CUTM shall not charge any fees from the Candidate for training, food and accommodation during the entire period of the training.
- j) That it is agreed that, the work on the project shall commence within one month of signing of this MOU.
- k) That the Project shall be implemented at GTET Skill Training Centre, Jatni, Khurda, Orissa.
- l) That CUTM shall prepare a detailed project implementation plan and share with HPCL within 15 days of signing of this MOU.
- m) That CUTM shall submit names, address and other details of all beneficiaries to HPCL in format suggested by HPCL along with the details of Disability Certificate issued by competent authority.
- n) That CUTM shall submit a quarterly monthly project progress report showing the details of the training, providing name, address of trainees to HPCL in the format suggested by HPCL.
- o) It is hereby agreed that CUTM shall endeavour to complete the project within one year from the date of signing of this MOU. Any extension in the period of completion will require written consent of HPCL.
- p) It is hereby agreed that the financial contribution of HPCL to the project shall be limited to supporting training cost and reimbursement towards food and accommodation of 200 candidates at a cost of Rs 90,000 per candidate up to a financial limit of Rs. 1,80,00,000/- (Rupees One Crore, Eighty Lakhs, only).



- q) That it is agreed that, the work shall be executed as per the time schedule and for any delay, HPCL shall not be responsible. That HPCL shall not be responsible for any damage/ loss arising out of implementing the activities under this MOU during the course of implementation and afterwards and CUTM shall be solely responsible for the same.
- r) That the CUTM shall not use the funds for any other purpose whatsoever. HPCL shall be at liberty to engage third party to carryout inspection and assessment, as the case may be, in coordination with CUTM.

II. GENERAL RESPONSIBILITIES OF PARTIES

- a) It shall be the obligation of CUTM to utilize the entire fund provided by HPCL for the project. For the avoidance of doubt, HPCL shall have no obligation hereunder to grant any additional Fund for the project.
- b) It shall be the sole responsibility of CUTM to complete the Project and to obtain all the necessary permission from concerned authorities required for implementation of the project.
- c) CUTM agrees not to abandon /discontinue the project implementation in between/ before its completion.
- d) CUTM agrees to complete the training within 4 quarters from the date of finalization of beneficiaries. But in no case same is to be delayed beyond 31-01-2020.
- e) In case CUTM obtain financial support from any other entity for the same activity which is being supported by HPCL a detailed account of receipt and application of funds for the particular activity to be submitted to HPCL.

III. SUPPORT FROM HPCL

Budget Summary

#	Cost Head	Per Trainee (Rs.)	Total Cost for 200 Trainees (Rs.)
1	Training cost borne by CUTM	30,000	60,00,000
2	Training Cost borne by HPCL	30,000	60,00,000
3	Food & Accommodation Reimbursement	60,000	1,20,00,000
Total Funding to be provided by HPCL			1,80,00,000

CUTM will contribute the following:

1. Study Material, Notebook, Pen
2. Two sets of Uniform @ Rs. 1,000 per candidate
3. Cap, Bag & Training Kit @ Rs. 500 per candidate



HPCL's contribution under this MOU shall be limited to Rs. 1,80,00,000/- (Rupees one Crore and Eighty Lakhs Only) inclusive of all taxes. CUTM shall train all 200 nos. of beneficiaries in not more than 4 (Four) batches. For each batch, the payment will be made in following installments:

1. **First Installment:** 20% of total contribution towards cost per beneficiaries (0.2* Rs 90,000) i.e. Rs.18,000 per beneficiary shall be released for total number of beneficiaries of the batch after CUTM has identified the beneficiaries and upon submission of following documents:

- I. Details of the of beneficiaries with name, address and copy of identity card issued by Government such as ration card, Aadhār card, driving-license etc. In case of ration card, photo of the beneficiary to be provided.
- II. Social category certificate if any,
- III. Disability certificate issued by competent authority, 4
- IV. Letter from candidate/family that they are willing to complete the one-year course.
- V. Request letter from CUTM to release the fund.

2. **Second Installment:** 20% of total contribution towards cost per beneficiaries (0.2* Rs 90000) i.e. Rs.18,000 per beneficiary shall be released only for number of beneficiaries who have completed one quarter of training on submission of the following documents:

- I. Name and address and other details of the beneficiaries availed the training, food and accommodation facilities during the quarter
- II. Progress report showing details of training imparted and progress report of the beneficiaries if any
- III. Breakup of the expenditure incurred on Training, Food and Accommodation during the preceding quarter. In case the cost is less than Rs. 22,500/- per beneficiary per quarter, the actual amount shall be reimbursed. This will be ascertained through an expenditure statement to be provided by CUTM.
- IV. Group photos and video of beneficiaries undergoing the training.
- V. Request letter from CUTM to release the fund.

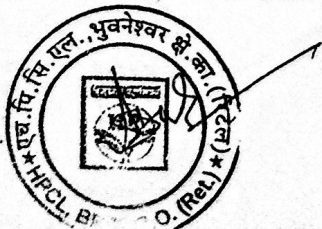
3. **Third Installment:** 20% of total contribution towards cost per beneficiaries (0.2* Rs 90,000) i.e. Rs.18,000 per beneficiary shall be released only for number of beneficiaries who have completed second quarter and submission of the following documents:

- I. Name and address and other details of the beneficiaries availed the training, food and accommodation facilities during the quarter
- II. Progress report showing details of training imparted and progress report of the beneficiaries if any



- III. Breakup of the expenditure incurred on Training, Food and Accommodation during the preceding quarter. In case the cost is less than Rs. 22,500/- per beneficiary per quarter, the actual amount shall be reimbursed. This shall be ascertained by HPCL on the basis of expenditure statement to be provided by CUTM.
 - IV. Request letter from CUTM to release the fund.
4. **Fourth Installment:** 20% of total contribution towards cost per beneficiaries (0.2* Rs 90,000) i.e. Rs.18,000 per beneficiary shall be released only for number of beneficiaries who have completed Third quarter and submission of the following documents:
- I. Progress report showing details of training imparted and progress report of the beneficiaries if any
 - II. Name and address and other details of the beneficiaries availed the training , food and accommodation facilities during the quarter
 - III. Breakup of the expenditure incurred on Training, Food and Accommodation during the preceding quarter. In case the cost is less than Rs. 22,500/- per beneficiary per quarter, the actual amount shall be reimbursed. This will be ascertained through an expenditure statement to be provided by CUTM.
 - IV. Request letter from CUTM to release the fund.
5. **Fifth Installment:** 20% of total contribution towards cost per beneficiaries (0.2* Rs 90000) i.e. Rs.18,000 per beneficiary shall be released only for number of beneficiaries who have completed Fourth and Final quarter of training and submission of the following documents:
- I. Name and address and details of trainees who have successfully completed the training.
 - II. Name and address and details of trainees who got placement to be provided by CUTM.
 - III.
 - IV. Details of cost incurred towards training, food and accommodation per candidate during the total stay/training period.
 - V. ~~Group photographs and videos of the batch who have completed the training along with testimonials~~
 - VI. Request letter from CUTM to release the fund.

The payment schedule shall be followed for all batches. The last and fifth installment for all batches shall be paid only to cover the actual expenses per beneficiary or Rs. 90,000/- (Rupees Ninety Thousand Only) whichever is less. Notwithstanding anything contained herein, under no circumstance, HPCL shall pay more than Rs. 90,000/- per beneficiary.



It is hereby agreed and acknowledged that the overall HPCL's liability towards the project shall be limited to Rs. 1,80,00,000/- (Rupees One Crore and Eighty Lakhs Only) inclusive of all taxes or actual expenditure, whichever is lowest.

In case, any amount received by CUTM is unutilized after completion of the project, CUTM hereby agrees that the same shall be returned by CUTM to HPCL within 30 days of receipt of communication from HPCL, in this regard.

IV. FORCE MAJEURE

- a) Either party shall be excused from performance of this MOU during and to the extent that performance is prevented by the occurrence of unforeseen causes beyond the reasonable control of the Party by and without the negligence of the party claiming excuse.
- b) Such causes include, without limitation, acts of god, war, fire, explosion, earthquake, flood, and government restrictions. The party claiming excuse shall give immediate written notice thereof to the other, in any case not later than 15 days, following the occurrence of such event.
- c) If performance is held up for a continuous period of more than 4 months from the date of first notice, then the two parties shall review the situation and agree upon a course of action so as to protect their interest. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the efforts thereof on the performance of its obligations under this MOU.

V. INDEMNIFICATION:

It is specifically understood and agreed that HPCL and its employees shall be indemnified and kept indemnified against all claims, charges, damages, losses, actions, penalties, prosecution and consequences due to non-compliance of any of the applicable laws and regulations by CUTM or its contractor/their workmen and in respect of any third party liabilities, claims, actions etc. that may arise in the course of performance of obligations specified in this MOU by employee(s) or agent(s) or other person(s) of CUTM. No Liability whatsoever would accrue to HPCL and its employees under this MOU emanating from the services that is to be provided by CUTM and its contractors, agents and persons.

VI. TERMINATION:

HPCL shall have the right to terminate this MOU under the following circumstances:

- a) If any information furnished by CUTM, is found to be false or incorrect at any time during the course of implementation of the above project or thereafter, HPCL shall have the right to terminate the MOU with a prior notice not less than 7 days.



mail with acknowledgement due, addressed to the parties herein at the following addresses or changed addresses, duly notified by the Parties. Any notice transmitted by fax or other form of recorded communication shall be deemed given and received on the first business day after its transmission.

To:

Hindustan Petroleum Corporation Ltd.
Petroleum House
17 Jamshedji Tata Road, Churchgate
Mumbai 400020

To:

Centurion University of Technology and Management
17 Forest Park, Bhubaneswar 751009,
Khurda, Odisha, 751 009

IN WITNESS WHEREOF THIS MOU has been executed in two originals between the parties hereto by their authorized officers on the date and the year written above.

Signed and delivered

For and on behalf of

Hindustan Petroleum Corporation
Limited

अभयंकर दास/ ABHAYANKAR DAS
उप महाप्रबंधक(रिटेल)

Dy. General Manager(Retail)

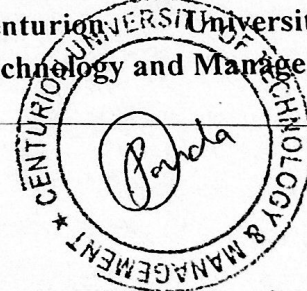
विधिवत गठित अटर्नी
DULY CONSTITUTED ATTORNEY
हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड
Hindustan Petroleum Corporation Ltd

Dated: 29.10.2018

Signed and delivered

For and on behalf of

Centurion University of
Technology and Management



Dated: 29.10.2018

Witness:

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- b) CUTM shall have to ensure compliance with various legislations that are enacted from time to time, rules framed there under and guidelines issued for carrying out the project and in the event of default, HPCL shall have a right to terminate the MOU.
- c) HPCL reserves its right to terminate this MOU in the event of unsatisfactory performance of the project by CUTM: HPCL may at its sole discretion and at any time, terminate this MOU in writing which shall be final and binding on both the Parties. Unsatisfactory performance shall include incomplete work done/ no progress in the work, work not being implemented as specified in this MOU etc. or non-performance of any obligation under this MOU for any reason not attributable to HPCL. In such case, CUTM shall be liable to refund the amount paid by the HPCL to the extent not utilized as per the terms and conditions of this MOU upon the first demand of HPCL.

I. AMENDMENTS:

Either party may, with the prior intimation to the other, and with the prior written consent of the other party, may reduce, limit and/or expand the scope of the work based on the mutually agreed terms & conditions, with a prior written notice of not less than 15 days.

JURISDICTION:

The MOU shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai without prejudice to the Arbitration clause stated hereunder.

ARBITRATION:

Any and all disputes, controversies and conflicts ("Disputes") or differences of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this MOU or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiations and discussions, if the dispute is not settled amicably then in that case it shall be referred to the sole arbitrator to be appointed by Director – Human Resources of Hindustan Petroleum Corporation Limited and shall be in writing and shall be final and binding to each party.

NOTICE

Any notice to be given under this MOU shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgment Registered

