

MEMORANDUM OF UNDERSTANDING

Between



**Indian Oil Corporation Limited
(IOCL)**

And



**Rajasthan University of
Veterinary & Animal Sciences, Bikaner
(RAJUVAS)**

। पशुधनं नित्यं सर्वलोकोपकारकम् ।

MEMORANDUM OF UNDERSTANDING

This Memorandum of UNDERSTANDING (MOU) is entered into on...20/5/2019

BETWEEN

INDIAN OIL CORPORATION LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Indian Oil Bhavan, G-9 Ali Yavar Jung Marg, Bandra (East), Mumbai 400 051 and its Rajasthan State Office at Indian Oil Bhawan, Ashok Chowk, Adarsh Nagar, Jaipur, Rajasthan, 302004 (hereinafter referred to as "**IOCL**"), which expression shall, unless excluded by and repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office, administrators and assigns of **IOCL**, of the First Part

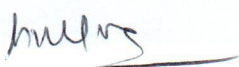
AND

The **Rajasthan University of Veterinary & Animal Sciences, Bikaner** having its HQs at Bikaner with as assigned jurisdiction of whole of the state of Rajasthan and as established under the Rajasthan University of Veterinary & Animal Science Act, 2010(13th of 2010) (hereafter referred to as **RAJUVAS** and called the **Second Party** which expression shall unless repugnant to the context or meaning thereof, include its heirs successors, nominees and assigns) on the other part.

WHEREAS **IOCL** is a Government of India Enterprise and is in the business of refining and marketing of petroleum products throughout the country.

Whereas **IOCL** has decided to provide 2 nos. of dialysis machines for the Veterinary Hospital for benefit of animal patients coming in large number to the Hospital with renal diseases, and current facilities are inadequate and these machines will help the patients to great extent,

WHEREAS **IOCL** and **Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner** have both have mutually agreed to enter into this MOU on the terms and conditions appearing hereinafter.



NOW, THEREFORE, THIS MOU WITNESSETH AS FOLLOWS:

1. Duration:

This MOU shall commence on the date of execution and it will be valid till the dialysis machines are in existence and will be known as under:

“Provision of 2 nos. of Dialysis Machines for Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner and LOCATION: Post Graduate Institute of Veterinary Education and Research, Jaipur (PGIVER), N.H. 11, Agra Road, Jamdoli, Jaipur (Rajasthan) – 302031 India

2. Scope & Alteration in Scope of work

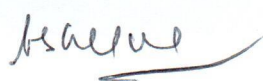

“Provision of 2 nos. of Dialysis Machines for Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner and LOCATION: Post Graduate Institute of Veterinary Education and Research, Jaipur (PGIVER), N.H. 11, Agra Road, Jamdoli, Jaipur (Rajasthan) – 302031 India

shall be undertaken by IOCL and dialysis machines will be provided by IOCL to **“Provision of 2 nos. of Dialysis Machines for Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner and LOCATION: Post Graduate Institute of Veterinary Education and Research, Jaipur (PGIVER), N.H. 11, Agra Road, Jamdoli, Jaipur (Rajasthan) – 302031 India**

by IOCL. The machines will be provided and installed by the vendor. The vendor has been selected by IOCL through public tender.

Further, the scope of work of the **“Provision of 2 nos. of Dialysis Machines for Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner and LOCATION: Post Graduate Institute of Veterinary Education and Research, Jaipur (PGIVER), N.H. 11, Agra Road, Jamdoli, Jaipur (Rajasthan) – 302031 India**

Will not be altered without mutual agreement of IOCL and **Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner and LOCATION: Post Graduate Institute of Veterinary Education and Research, Jaipur (PGIVER), N.H. 11, Agra Road, Jamdoli, Jaipur (Rajasthan) – 302031 India**



3. Roles, and Responsibilities of the IOCL:

3.1 IOCL shall purchase 2 nos. of Dialysis machines for Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner from an authorized vendor and agreed as sufficient by Post Graduate Institute of Veterinary Education and Research, Jaipur (PGIVER).

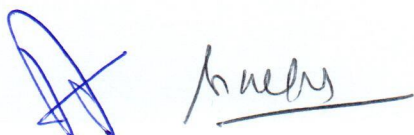
3.2 IOCL shall ensure the machines are provided and installed by the vendor at the premises of Post Graduate Institute of Veterinary Education and Research, Jaipur (PGIVER).

4.0 Role and Responsibility of Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner:

4.1 Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner will ensure the machines are used only for the purpose of education, research and training of veterinary professionals and students of the veterinary college and animal patients of the Hospital.

4.2 Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner shall be responsible for using the machines under their doctors and support staff. All expenditures, paper work after initial handing over of machines with papers, with regard to the machines shall be borne by Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner

4.3 The dialysis machines will be always used for justifiable purposes. Any offense or fine will be completely handled by Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner.



4.4 All legal responsibility regarding machines after initial handing over etc. will be with Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner.

4.5 The Machines shall be kept in maintained condition by Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner.

4.6 A small logo as forwarded by IOCL will be put at a convenient place in the dialysis room or just outside indicating the contribution by IOCL.

5.0 Termination:

6.1 If there is a breach committed by either party of terms & conditions of this MOU and if the defaulting party does not rectify such breach within 30 Days of the intimation of such breach of the defaulting date, this MOU would be liable to be terminated by the other/aggrieved party.

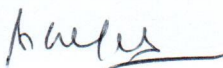

6.0 Miscellaneous:

6.1 Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner shall be exclusively liable for payment of any and all taxes currently in force or hereafter imposed, increased or modified in respect related to the Dialysis Machine if applicable after handing over of the machines and full payment to vendor initially by IOCL.

7.0 Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner shall not use any Trade Marks, Logos, Trade Names or Identifying Slogans, which are the property of **IOCL**, for any purpose, which is not authorized by the **IOCL**. The obligation under this clause shall survive even after the termination of the MOU.

8.0 Amendment:

8.1 Any addition, deletion, amendments or alterations of any of terms and conditions of this MOU as may be required by business exigencies and/or any changes made by regulatory authority and/or statutory changes shall be made in writing by



mutual consent of the parties to the MOU and shall form a part of the original MOU.

9.0 **GENERAL PROVISIONS:**

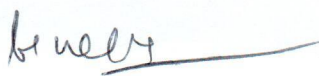

- 9.1. **Notice:** Any correspondence made or any notice required or permitted by this MOU shall be in writing and shall be properly addressed to each party at the addresses stated herein or to such other address as may be provided in writing by either party from time to time, shall be sent by any recognized commercial overnight courier, or certified mail, postage prepaid, return receipt requested, and shall be concurrently sent by facsimile/email. Correspondence and/or Notice will be deemed effective when actually received by the other party which shall be sent:

Notice to Indian Oil Corporation Limited	Notice to <u>Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner</u>
Dy.General Manager (HR-CSR) Rajasthan State Office, Indian Oil Corporation Limited, Ashok Chowk, Adarsh Nagar, Jaipur 302004	Vice Chancellor Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner-334001

- 9.2. **Assignment:** Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner shall not transfer, assign or subcontract the Dialysis machines provided by IOCL.

- 9.3. **Sole MOU:** This MOU will be effective and binding on both the parties from the date of signing of the MOU, notwithstanding any prior and contemporaneous negotiations and/or agreements made between the parties, both oral and written and shall supersede and merge all such prior and contemporaneous negotiations and/or Agreements, if any.

- 9.4. **Severability.** In the event that any provision of the MOU is determined by a court of competent jurisdiction to be illegal/invalid or otherwise unenforceable under the applicable laws and/or regulations, either such provision shall be

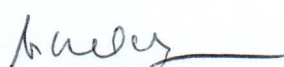



deemed amended to conform to such laws and/or regulations without materially altering the intention of the parties; or amended/alterd as mutually agreed by the parties while the remainder of this MOU shall continue in full force and effect.

9.5. **Waiver:** Any waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any other occasion. Any party may elect to continue to perform notwithstanding such breach by any other party, but such performance shall not constitute a waiver of such breach nor otherwise limit the non-breaching party's remedies. No waiver of any provision of this MOU shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

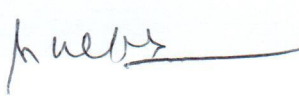

9.6. **Indemnity:** Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner agrees to indemnify and keep indemnified and hold harmless, **IOCL** and its directors, trustee, employees and representatives against all liabilities, demands and/or claims whatsoever, including claims for not being in compliance with the provisions of applicable laws, rules, regulations and guidelines, and also against any losses, damages or expenses suffered or incurred or that may be suffered or incurred by **IOCL** for any reason whatsoever in relation to the CSR Project and post commissioning of its operation and maintenance, including legal cases. Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner shall also indemnify **IOCL** and its employees from any eventualities including but not limited to compensation out of loss, damage or unforeseen circumstances, etc. Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner shall indemnify and keep indemnified **IOCL** from any liability, financial or otherwise, that may arise from third party as a result of the services covered under the scope.

Staff for implementation of the CSR Project and for all activities related to operation or for any other activity shall be employed / engaged by Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner and Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner shall be solely responsible for any matter concerning their employment/engagement. Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner shall keep **IOCL** indemnified against any



claims and legal expenses arising out of any employment dispute raised by those engaged in relation to the CSR Project.

- 10.0 **Force Majeure:** Neither Party shall be liable or responsible for any failure to perform or delay in performance of their respective obligations hereunder if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided written notice of occurrence of any Force Majeure event is given by the affected Party to the other Party within a period of 72 hours of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event.
- 10.1. For the purposes of this MoU, a Force Majeure event shall mean an event that is not within the reasonable control of the Party whose performance under this MoU is affected thereby and without prejudice to the generality of the foregoing, shall include the following events; i) Civil disturbance, ii) Breach of peace, iii) Declared or undeclared war, iv) Act of interference or action by military authorities, v) Terrorist acts, vi) Sabotage, vii) damage by the elements, viii) Riot or disorder, ix) Act of God (i.e. fire, frost, flood, earthquake, storm, lightning or epidemic); x) Quarantine, and xii) Change in law rendering the performance of a Party's obligations impossible (excluding any change in taxation laws). Xiii) Revocation of applicable government licenses acts or omissions of competent government authorities or its authorized security operatives.
- 11.0 **SETTLEMENT OF DISPUTES:** If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this MoU (and whether before or after the termination) Parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arose, such dispute or difference shall be referred to a mutually acceptable sole Arbitrator. The existence of any dispute or difference or the initiation or continuation of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this MoU. The outcome of the Arbitration shall be binding upon all parties involved. The Indian Arbitration and Conciliation Act 1996 as amended by The Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-



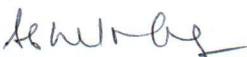



enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under the clause.

(b) The seat of Arbitration shall be Jaipur, unless as decided mutually by the parties

12.0 This MOU shall be governed by and construed in accordance with Indian Laws and the parties hereto hereby submit to the exclusive jurisdiction of the Courts at Jaipur only as this agreement shall be valid for the State of Rajasthan.

13.0 In other areas of education and training, on receiving requisition for support of funds from RAJUVAS, IOCL will consider such requests as per availability, provision of funds for support of the university.

In witness thereof, the parties hereto have caused this MOU to be signed in their respective names:

For IOCL :	For Rajasthan University of Veterinary and Animal Sciences (RAJUVAS), Bikaner:
Name: Sri Shashank Shekhar	Name : Dr Vishnu Sharma
Designation: Dy. General Manager (HR-CSR), Rajasthan State Office, IOCL, Ashok Chowk, Adarsh Nagar, Jaipur 302004	Designation: Vice Chancellor Rajasthan University of Veterinary & Animal Sciences, Bikaner 334001
Signature: 	Signature: 
Date: 20.05.2019	Date: 20/5/19
Witness :	Witness :
Name & Signature  Nishant Sharma	Name & Signature Dr. Sangita Sharma  20/5/19