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Account Reference	: IMPACC (IV)/ dl946403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL94640380845858387403W
Purchased by	: HINDUSTAN URVARAK AND RASAYAN LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: HINDUSTAN URVARAK AND RASAYAN LIMITED
Second Party	: CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING AND TECHNOLOGY
Stamp Duty Paid By	: HINDUSTAN URVARAK AND RASAYAN LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

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MEMORANDUM OF UNDERSTANDING (MoU)

1.0 The Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) (hereinafter, called the "MoU"), is made at New Delhi on 9th day of October 2024 (hereinafter called the "Effective Date").

BETWEEN

HINDUSTAN URVARAK & RASAYAN LIMITED (HURL) (CIN/Regn. No. U24100DL2016PLC358399) a company incorporated under the Companies Act 2013 and having its registered & corporate office at Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi -

Sanjay Chawla
SANJAY CHAWLA
General Manager
(CSR, Safety & Environment)

Dr. K. Prakash
डॉ. के. प्रकलादन
Dr. K. PRAKALATHAN
निदेशक (ए एस आई)
DIRECTOR (ASI)

Statutory Alert:

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- In case of any discrepancy, the purchaser shall contact the Competent Authority.

Dr. K. Prakash
डॉ. के. प्रकलादन (भारत सरकार)
CIPET HEAD OFFICE (GOVT. OF INDIA)
गिण्डी, चेन्नई / GUINDY, CHENNAI-32

Delhi-110092

HINDUSTAN URVARAK AND RASAYAN LIMITED HINDUSTAN URVARAK AND RASAYAN LIMITED HINDUSTAN URVARAK AND RASAYAN LIMITED HINDUSTAN URVARAK AND RASAYAN LIMITED HINDUSTAN URVARAK AND RASAYAN LIMITED

110092 through its authorized official/Representative Shri Sanjay Chawla S/o Late Shri B.D. Chawla (hereinafter referred as "HURL", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, assigns) of the one part and,

AND

CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (CIPET) registered under Societies registration act 1975 (Tamil Nadu Act 27 of 1975) [Registration No. 152 of 1968] and having its registered office at T.V.K. Industrial Estate, Guindy, Chennai – 600 032, Tamil Nadu (hereinafter referred to as "CIPET" or "Implementation Partner", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators and permitted assigns) of the other part.

HURL and CIPET shall herein after collectively be called "the Parties" and individually referred to as "The Party", as the case may be.

2.0 PREAMBLE

WHEREAS the prime objective of HURL is to establish and operate state of the art environment friendly and energy efficient Natural Gas based new Fertilizer Complexes (Ammonia-Urea) of 2200 MTPD Ammonia and 3850 MTPD Urea (1.27 MMTPA neem coated urea) at each of the three locations namely Gorakhpur (Gorakhpur district, Uttar Pradesh), Sindri (Dhanbad district, Jharkhand) & Barauni (Begusarai district, Bihar), and simultaneously market & sell Urea and other Argo based products/ crop inputs/ advisory services etc.

2.1 In accordance with a specific condition of the Environmental Clearances granted for its' 3 projects locations, HURL is obliged to undertake activities / projects for the welfare & development of the communities surrounding the 3 projects and within the overall boundaries of the respective districts. This obligation is the Corporate Environment Responsibility (CER)/ Enterprise Social Commitment (ESC) of HURL which is covered by its' CER Policy.

HURL desires to undertake project on Skill Development Training Programs aimed at generating employment/ livelihood opportunities under its' CER Policy, by engaging an Implementation Partner.

2.2 **WHEREAS** the CIPET is a premier national institution under the aegis of the Ministry of Chemicals & Fertilizers, Govt. of India, fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR). CIPET operates on hub and spokes model with 39 locations. CIPET has been accredited with ISO 9001:2015 QMS, ISO/IEC - 17025, ISO/IEC - 17020 certification on Design, Development and Conduct of specialized training courses in Plastics Engineering & Technology and rendering technical /consultancy services in design, tooling, plastics processing & testing for the benefit of plastics & allied industry. Besides, STAR activities, CIPET also plays pivotal role in generating employment opportunities especially for unemployed and underemployed youth, promoting entrepreneurs through various skill development training programs.

2.3 **AND WHEREAS** based on the request of HURL, CIPET has submitted a project proposal for conducting Skill Development Training Programme for 320 underprivileged/unemployed youths belongs to SC/ST/BC/OBC/PWD/EWS/General categories through specified CIPET centers in

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the respective operational districts of HURL's 3 Urea plants (hereinafter called as "Project"). This offer by CIPET is at a total cost of up to Rs.3,55,24,800/- (Rupees Three Crore Fifty-Five Lakh Twenty-Four Thousand and Eight Hundred Only) including GST/ applicable taxes, for execution of the Project (hereinafter called as "Financial Assistance").

NOW THEREFORE, the Parties hereto, in consideration of the premises set forth hereinabove and of the mutual covenants and undertaking set forth hereinafter, hereby agree as follows:

3.0 Name of the Project:

Project for conducting Skill Development Training Programme for 320 nos. of underprivileged / unemployed Youths belongs to SC/ST/OBC/PwD/ EWS/General categories through CIPET, under CER of HURL. This project shall be titled as Project "SAKSHAM".

4.0 Project Details:

4.1 Project Objectives:

- i. To equip the economically poor unemployed youths with skill sets, who are the major driving force for economic development and technology innovation;
- ii. To impart skill development training to fresh entrants for developing technical & professional skills for becoming self-reliant to create employment /livelihood opportunities for themselves in their local area as first primacy.

4.2 Scope of the Project

The Project shall be implemented by CIPET as "Implementation Partner" of HURL for conducting the Skill Development Training Programs in a manner and subject to the conditions as defined/ covered in the ensuing paras under the MoU.

5.0 Salient Features of the Project:

- i. 20-30% Theory Sessions and 70-80% Practical Sessions.
- ii. Tutorials (personal attention)
- iii. Lectures, assisted with models and multimedia aids
- iv. Interactive sessions
- v. Hands-on practical exposure on the state-of-the art equipment/machinery
- vi. Industrial visits
- vii. Additional inputs on soft skills and personality development
- viii. Guest lecturers from industrial experts
- ix. All the participants will be provided uniform, shoes, and safety kit.
- x. Course completion certificate will be issued to each trainee by CIPET, Government of India on their successful completion of the course.
- xi. Exclusive placement / job counseling
- xii. Additional support of post placement

6.0 Type & Course Duration:

- i. Fully Residential course with shared accommodation at the specified CIPET Training centers nearest to the respective operational districts;
- ii. 960 Hours (6 Months), for each of the offered courses.

7.0 Number of candidates proposed to be trained:

- i. 320 Candidates, with 40 candidates per batch in a total of 8 batches.

8.0 Proposed CIPET Centres for the training:

Sl. No.	Name of the CIPET centre	Name of the Training Programme	No. of Candidates
1	CIPET – Lucknow	Machine Operator – Plastics Processing	40
		Machine Operator – Injection Moulding	40
2	CIPET – Varanasi	Machine Operator – Plastics Processing	40
		Machine Operator – Injection Moulding	40
3	CIPET – Ranchi	Machine Operator – Plastics Processing	40
		Machine Operator – Injection Moulding	40
4	CIPET – Hajipur	Machine Operator – Plastics Processing	40
		Machine Operator – Injection Moulding	40
Total			320

S. No.	State	Address
1	Uttar Pradesh	CIPET: Institute of Petrochemicals Technology (IPT), B-27, Amausi Indl. Area, Lucknow - 226 008.
2	Uttar Pradesh	CIPET: Centre for Skilling and Technical Support (CSTS), Araji No. 69, 34BT PAC, Inside KPS Group Campus, Bhullanpur, Varanasi - 221108
3	Jharkhand	CIPET: Centre for Skilling and Technical Support (CSTS), Hehal, Ranchi - 834005.
4	Bihar	CIPET: Centre for Skilling and Technical Support (CSTS), EPIP Complex, Hajipur Industrial Area, Hajipur - 844 102.

The above CIPET training centres have been selected based on their nearness to the respective 3 districts of HURL Urea Plants apart from the availability of the training facility for the selected Skill Development Programs.

9.0 Trades for Skill Development Training Courses:

The skill development training offered in the following courses/ trades:

Sl. No.	Training Program/Qualification Title along with Course code	Duration	No. of Trainees
1	Machine Operator – Plastics Processing (MO-PP)	960 Hours (6 Months / 180 Days)	160
2	Machine Operator – Injection Moulding (MO-IM)	960 Hours (6 Months / 180 Days)	160
Total			320

The selection of the above courses is primarily based on the parameter of highest employability anywhere in India post completion of the course based on the demand from the industries.

Above CIPET courses/ trades are aligned as per National Skills Qualifications Framework (NSQF) and approved by National Skills Qualification Committee (NSQC), Ministry of Skill Development & Entrepreneurship (MSDE), Govt. of India.

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10.0 Time Schedule:

The whole process of selection of participants and completion of training by CIPET (project completion time) shall be completed in one year from the date of signing Memorandum of Understanding (MoU).

11.0 Entry Qualification:

Each participant should have at least cleared 10th Standard/Secondary Education.

12.0 Selection Procedure:


The entire admission and registration process are carried out at CIPET training locations keeping in view the following:

- i. Trainees shall be mobilized through advertisement published in leading regional newspapers in local languages. Centers also mobilize the unemployed youths through distribution/ Circulation of information Brochure / Leaflet / Pamphlet and also propagation through awareness camps.
- ii. This will be followed by scrutiny/ short listing of applications by CIPET with the concurrence of HURL;
- iii. Preference will be given to candidates belonging to economically weaker section of the society;
- iv. For Std. 10th applicant's max. age limit is 30 years (relaxable by 5 years for SC/ST and 3 years for OBC candidates) – age may be relaxable for deserving candidates;
- v. Upto 10% of weightage to be given to the female candidates; however, efforts will be made by CIPET for 30% of weightage for admitting female candidates;
- vi. SC/ST/BC/OBC/EWS certificates (as the case may be), BPL no. (as the case may be) and Aadhar Card and other necessary document, if required will be collected from the participants along with application form and the same shall be verified by CIPET;
- vii. In case number of applications are received more than required applications, a skill test (based on entry qualifications) will be conducted by the respective CIPET Centers. Subsequently, the eligible beneficiaries shall be interviewed by the respective CIPET Center's Selection Committee for final selection of candidates with the concurrence of HURL. In case of excess applications, a notification for the skill test in appropriate form shall be issued by CIPET well before time with the concurrence of HURL.

13.0 Geographical Areas to be covered:

Operational districts of HURL's 3 Urea plants – Gorakhpur (Uttar Pradesh), Dhanbad (Jharkhand) and Begusarai (Bihar).


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14.0 Project Cost / Financial Assistance of the Project

Detailed summary of trainees along with detailed cost estimates are as below:

Sl. No.	Name of the Training	No. of Trainees	Training fee @ ₹ 47,040/- per candidate	Boarding & Lodging Cost as per Common norms X, Y & Z cities					Assessment & Certification Cost @ ₹1,200/- per candidates	Stipend @ ₹1,500/- per month per candidate	Total Cost	
				No. of Candidates			Cost in ₹					
				Y	Z	Total	Category-Y @ ₹56,700/- per candidate	Category-Z @ ₹45,000/- per candidate				Total
	Machine Operator – Plastics Processing	160	75,26,400	120	40	160	68,04,000	18,00,000	86,04,000	1,92,000	14,40,000	1,77,62,400
	Machine Operator – Injection Moulding	160	75,26,400	120	40	160	68,04,000	18,00,000	86,04,000	1,92,000	14,40,000	1,77,62,400
	Total	320	1,50,52,800	240	80	320	1,36,08,000	36,00,000	1,72,08,000	3,84,000	28,80,000	3,55,24,800

Note:

i. The total project cost i.e., the financial commitment by HURL is up to ₹3,55,24,800/- [Rupees Three-Crore Fifty-Five Lakhs Twenty-Four Thousand Eight-Hundred Only] including GST/ applicable taxes.

The above total amount includes Course fee, Boarding & Lodging cost, Assessment & Certification, Consumables, Faculty, Utility Services, Tools & Equipment's, Personal & Safety Equipment's, Mobilization Cost, Training kit, Uniform, Placement expenditure, Industry visit arrangements etc. and in addition a Stipend amount as agreed by HURL.

ii. The training cost and Boarding & Lodging costs are in line with the Common Norms Notification (CNN) issued through Gazette Notification by the Ministry of Skill Development & Entrepreneurship, Govt. of India, New Delhi.

iii. Further, an Assessment & Certification cost of ₹1200/- per candidate is also payable in terms of the GOI Gazette Notification dated 11th November, 2021. This cost has been arrived after due negotiation with CIPET based on the actual cost for engagement of the resources;

iv. The stipend is usually given to the trainees for motivation and cover his/ her incidental/ petty expenses. As such, a stipend @ ₹1500/- per month per candidate for 6 months (₹9,000/- per candidate) has also been build up in the above total project cost as agreed by HURL;

v. Other than the above costs, the candidates are expected to manage his/ her cost of travel from their home to the CIPET Centers' locations as per their respective districts. As such, no reimbursements on this account shall neither be made either by CIPET nor HURL.

vi. The liability of HURL under this agreement shall be limited to the approved amount.

vii. CIPET to ensure that the project shall not be financed from any other source other than HURL.

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 CIPET HEAD OFFICE (GOVT. OF INDIA) Page 6 of 13
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15.0 Terms of Payment:

The payment terms have been negotiated between CIPET & HURL, and accordingly as mutually agreed between the parties herein, the payment shall be released as per below terms:

- i. 1st Instalment: 20% as Advance upon signing of MoU
- ii. 2nd Instalment: 20% on commencement for at least 160 nos. of candidates;
- iii. 3rd Instalment: 20% after completion of 50% of completion of course for 160 candidates (i.e., 3 months of completion of training out of 6 months);
- iv. 4th Instalment: 20% after completion of 50% of completion of course for the remaining 160 candidates (i.e., 3 months of completion of training out of 6 months);
- v. 5th Instalment: 20% after placement of minimum 70% of successful trained candidates.

Note: Progress report must be submitted along with the claim for the payment.


16.0 Progress Report and Utilization Certificate:


Apart from submission of progress report every 3 months in soft format (supported with photographs/ small video clips covering project execution activities) to HURL, CIPET shall submit batch wise "Completion Report" together with the "Utilization Certificate (UC)" duly certified by CIPET HO: Head of Finance Department and Head of Skill Development Department and other relevant documents. The UC shall be furnished for every instalment of the payment and before release of next instalment by HURL for release of each installment.

On completion of the project, CIPET shall submit a Comprehensive Project Completion-cum-Evaluation Report including Final Composite Utilization Certificate, which will be duly certified and digitally signed by practicing Chartered Accountant along with an abstract of expenditure) incorporating scope of work, activities undertaken, objectives and deliverables achieved, financial details, beneficiary profile including name, age, sex, category, aadhar number, contact no., trades enrolled in, placement records and recommendation (if any) along with photographs/ video etc.

17.0 Project Deliverables:

- i. The proposed Skill Development programmes to be offered at the specified CIPET Centers will impart training to 320 candidates in the respective operational districts of HURL's 3 urea plants.
- ii. To enhance the skill and competency level of the participants for getting suitable employment and becoming self-reliant.
- iii. Upon completion of training, CIPET will provide placement assistance to all candidates and ensure the placement of minimum 70% candidates. Placement will be provided to the candidates within 3 months from the date of completion of the training programs, wherein the Salary Range would be ₹10,000/- p.m. to ₹12,000/- p.m.
- iv. It is hereby agreed that both the Parties can disseminate information regarding this collaboration and the significance of the Project through appropriate forums and means such as the Parties' respective websites, newsletters, advertisements etc.


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- v. To ensure proper brand image and visibility of HURL during the training programs, CIPET shall publicize in a visible manner HURL's association with the Project through display boards/ wall painting/ flex banner etc. containing HURL's name and logo, highlighting the project's details, and shall also put HURL logo in uniforms, books, stationary, bags, etc., which shall be prepared in consultation and concurrence of HURL. Simultaneously, enough photographs including video clips shall be made during the programs which HURL could use for branding purposes.

18.0 Project Coordinators:

For coordination on any issues related with the implementation and monitoring of the project, both the parties shall nominate their respective Coordinators as below:

a. On behalf of CIPET:

Mr. R. Jeevan Ram
Manager (Skill Development),
Central Institute of Petrochemicals Engineering & Technology (CIPET)
Head Office, TVK Industrial Estate, Guindy, Chennai – 600 032.
Mobile: 9662517275
e-Mail ID: cipethovtc@cipet.gov.in

b. On behalf of HURL:

Mr. Sunil Uniyal
Manager (Corporate Social Responsibility),
Regd. & Corp. Office: Hindustan Urvarak & Rasayan Limited (HURL)
SCOPE MINAR, Core-4, 9th Floor, Laxmi Nagar District Center,
New Delhi-110092.
Mobile: 8826672017
e-Mail ID: suniluniyal@hurl.net.in

Respective Project Coordinators shall be the sole point of contacts for all issues related to the implementation and monitoring of the project.

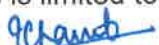
CIPET's Project Coordinator shall co-ordinate various activities under the project and coordinate to arrange for periodical inspections and monitoring of the program by HURL Officials, as it may identify.

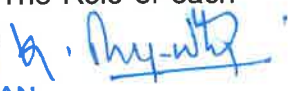
He shall provide name, email-id and telephone number(s) of its contact persons to HURL as may be required for successful implementation of the project. He shall inform every development related to the program to HURL's Project Coordinator, from time to time.

HURL's Coordinator shall co-ordinate with HURL's respective site level nominated officers preferably Manager-HR (for the 3 respective districts), as may be required from time to time, for which names shall be communicated to CIPET on commencement of the project.

19.0 General Provisions:

- 19.1 Nothing contained in this MoU shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between HURL and CIPET. The Role of each the parties is limited to the conditions stipulated under the present agreement.


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- 19.2 **CIPET** hereby agrees to implement the **Project** on the terms and conditions stated herein as the Implementation Partner.
- 19.3 **CIPET** shall be solely and exclusively responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by **CIPET** whether or not in the course of implementing the Project and for the health, safety and security of such persons or entities and their property.
- 19.4 **HURL** shall not be liable directly or indirectly for any loss or damage caused to any material or life by the act of **CIPET** or its agents or third Parties and beneficiaries while implementation and post implementation of the Project.
- 19.5 The advances/ commitments made by **HURL** under this agreement are a part of CER policy of **HURL**, and the same shall not be construed as an advance under the regular business of **HURL**.
- 19.6 **CIPET** declares and undertakes that **CIPET** is complying of the laws applicable to it, and that it has required authorization, permission & clearances and complied all formalities required by or under the laws and rules regulating the work and conduct of **CIPET** and for implementing the Project. **CIPET** further indemnifies and will hold indemnified **HURL** in case of any default on this account, on the part of **CIPET** before, during or after the execution of the present agreement.

20.0 Amendment:

In case any amendments are required in any part of the MoU, the Parties on mutual agreement shall incorporate such amendments by way of amendments to this MoU which shall be binding and be followed by the Parties.

21.0 Termination:

In case of deficiency/non-adherence to provisions of MoU by **CIPET**, **HURL** may serve a notice of 30 days period to rectify the deficiency / non-adherence to the provisions of the MoU by **CIPET**. In case of continuing unsatisfactory performance beyond 30 days, **HURL** shall have the right to terminate the MoU without any further notice with immediate effect. In this eventuality, **CIPET** shall be liable to refund all the payments, to the extent of removal of deficiencies, made to it on the date of termination and the Project shall be completed at the risk and cost of **CIPET**.

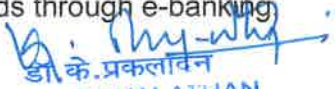
HURL shall also have a right to terminate the MoU unilaterally after giving 1 month notice period to **CIPET** of its intention to do so and shall stop further disbursement. However, the payments already made and utilized by **CIPET** shall not be recovered from **CIPET**. **HURL** shall also not be responsible for disbursing any future payments thereafter in any manner whatsoever.

22.0 Terms of payment & other obligations:

22.1 **HURL** shall release funds to **CIPET** in instalments to meet approved or agreed expenses of the Project and commitments related to the said Project as per **Terms of Payment as defined in this MoU**.

22.2 The funds / disbursements shall be made in Indian Rupees. **CIPET** shall submit the Bank account number/details of nationalized bank for release of funds through e-banking


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22.3 Without prejudice to the other provisions of this MoU, in the event the implementation of the Project is not as per the scope of work and targets, **HURL** reserves the right to withhold or reduce the amount/ installment amount applied for by **CIPET** or stop further disbursements of amount / installments to **CIPET** and release of the further installment amount shall be made upon remedying of the unsatisfactory work and on resolution of the outstanding queries by **CIPET** to the satisfaction of **HURL** duly evidenced in writing.

22.4 In the event of excess release of funds to **CIPET**, **HURL** shall be entitled to demand and recover from **CIPET** such excess disbursements and **CIPET** shall be liable to refund the excess disbursements within a period of 15 days from the date of communication of excess disbursement.

22.5 **CIPET** undertakes that it shall not sell, mortgage, hypothecate, lease the said Project assets (if applicable) under any law for the time having in force, without prior written approval of **HURL**. **CIPET** further undertakes that it shall not delegate or sub-delegate any of its obligations under the present agreement to any third party.

22.6 The amount to be paid by **HURL** under this MOU shall be utilized for the purpose as agreed under and shall not be diverted for any other purposes.

23.0 Force Majeure:

If the performance of the MoU by either Party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government/ Local bodies or other Statutory bodies which prevents or delays the execution of the MoU by **CIPET**, any event beyond the control of the Parties to the MoU, then the Party so affected shall promptly notify the other in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MoU and **HURL**, from the date of the such notification, shall at its discretion, either terminate the MoU forthwith or suspend the performance of the MoU for a period not exceeding 6 months. However, the payments already made and utilized by **CIPET** shall not be recovered from **CIPET**. **HURL** shall also not be responsible for disbursing any future payments thereafter nor shall it be liable to get the Project completed.


24.0 Settlement of disputes:

24.1 The Parties shall put in their best efforts to settle amicably through mutual discussions/ negotiations at first instance, all disputes arising out of or in connection with this MoU or the interpretation thereof.

24.2 If the dispute remains unresolved, then the same shall be taken up by the Heads of both the parties and/ or their duly authorized representatives; who shall strive to resolve the dispute amicably and the conclusion if any, shall be duly recorded by the parties.

24.3 If any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, in connection with construction, meaning operation, effect interpretation of the MoU or breach thereof which Parties are unable to settle mutually within 30 days after these have arisen and attempted for resolution in terms of Clause 24.1 and/or 24.2, then the same shall be referred to Arbitration as provided hereunder:


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General Manager
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डॉ. के. प्रकलाथन
Dr. K. PRAKALATHAN
निदेशक (ए एस आई)
DIRECTOR (ASI)
सिपेट मुख्यालय (भारत सरकार)
CIPET HEAD OFFICE (GOVT. OF INDIA)
गिण्डी, चेन्नई / GUINDY, CHENNAI-32

The same shall be in the provisions of the Administrative Mechanism for Resolution of CPSEs Disputes AMRCD under the settlement of commercial disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/Organization(s) as mentioned in the Office Memorandum (OM) dated 22nd May 2018 of Ministry of Heavy Industries & Public Enterprises, Department of Public Enterprises (DPE).

25.0 Jurisdiction:

All disputes arising between the Parties shall be subject to the exclusive jurisdiction of the Courts in Delhi /New Delhi only.

26.0 Inspection & Evaluation

26.1 **HURL** shall, at its discretion, undertake inspection/evaluation of the impact/progress of the Project. Such inspection shall be carried out anytime during the tenure of the MoU. **CIPET** shall as and when required, give **HURL** representative reasonable cooperation and access to its records for such inspection carried out in connection with this MoU.

26.2 **CIPET** shall upon receipt of prior seven days' notice permit and make suitable arrangements for the representatives of any **HURL** and **HURL's** Representative, at such intervals as **HURL** may determine:

- i) To visit and inspect the Project Implementing site/s, Project assets, to carry out technical and financial inspections; and
- ii) To examine **CIPET's** books of records, account and documents including bidding documents; to make copies there from; at all times up to the completion of the Project.

26.3 **CIPET** confirms that all information provided/to be provided to **HURL** or any representatives of **HURL** in connection with the Project, whether before or after the execution of this MoU, by or on behalf of **CIPET** is/shall be true, correct and complete in all respect and is not/shall not be false or misleading in any respect nor incomplete by omitting to state any fact necessary to make such information.

26.4 **CIPET** shall promptly notify **HURL** of any proposed change in the nature or scope of the Project and of any event or condition which might materially and adversely affect the Project.

26.5 **CIPET** shall maintain records showing the expenditure incurred, utilization of the draw- downs, the operations and financial condition of **CIPET** and such records shall be open to examination by **HURL**, and their authorized representatives. **CIPET** shall provide photocopies of any such records to **HURL** on demand.

26.6 An impact assessment study may be conducted by an external independent agency after completion of the Project by **HURL**. **CIPET** shall give complete cooperation to the impact assessment agency in this regard. On **CIPET's** failure to co-operate resulting in non-completion of such assessment, **CIPET** agrees to reimburse all costs, charges, expenses etc. incurred by **HURL** in this regard within a period of 30 days from the date of demand.

Any such amount demanded by **HURL** shall be final and binding. On failure of **CIPET** to reimburse the said amount, **CIPET** shall be liable to pay interest as determined by **HURL** from the date of demand till the date of payment and **HURL** shall have a right to adjust the said amount from any other payment due or payable by **HURL** to **CIPET** on any account whatsoever.

Further, **CIPET** may not be awarded any other assignment in future by **HURL**.

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CIPET HEAD OFFICE (GOVT. OF INDIA)
CHUNDIR STREET, CHUNDIRY, CHENNAI-32

27.0 Conflict of Interest

27.1 CIPET shall ensure that any assignment awarded under this MoU is not in conflict with its prior or current obligations to their clients or that it shall be placed in a position of being unable to carry out the assignment in the best interest of HURL. CIPET shall, provide the services professionally, objectively, and impartially and shall at all times hold HURL's interest paramount. In carrying out the assignment awarded under this MoU, CIPET shall strictly avoid conflict with other assignments and their own corporate interests Neither CIPET, nor its personnel or any agent shall engage in any personal business or professional activities, either during the course of or after the termination of this MoU, which conflict with or could potentially conflict with the object of the Project.

27.2 Subject to clause 11.1 above, CIPET shall notify HURL immediately of any such conflict and suggest / take immediate remedial measures under information to HURL to ensure that the Project is completed as per the terms and conditions agreed upon.

28.0 Refund of Unutilized/Unspent Funds:

28.1 CIPET shall submit a batch-wise completion report together with Utilization Certificate (UC) duly certified by CIPET HO: Head of Finance Department and Head of Skill Development Department and other relevant documents upon completion of training program towards the fund utilized / received.

28.2 Any unspent or unutilized amount, disbursed earlier by HURL for the Project to CIPET, shall on completion of the Project, be refunded to HURL within 30 days of the completion of the Project or termination of the MoU, whichever is applicable.

29.0 Notices:

Every notice to HURL and CIPET shall, save as otherwise herein specifically provided, be in writing and in the English Language and shall be delivered by hand or sent by mail (Registered/Speed Post) and shall be deemed to have been given and received, if delivered by hand, upon delivery, if sent by mail, the 3rd day (excluding Saturday, Sunday and other closed days) following the date of mailing, and if sent by Email, the 2nd day (excluding Saturday, Sunday and other closed days) following the date of transmission.

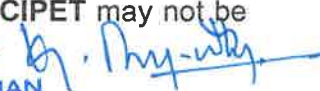
The mailing address, of CIPET and HURL, for these purposes shall be the same as for the respective nodal officers.

30.0 General Conditions:

30.1 If HURL / any other agency appointed by HURL cites any deficiency or proposes any rectification during implementation of the Project, then such rectification measures shall be carried out accordingly within the period stipulated by HURL, else it shall be treated as violation/ non-adherence to the provisions of the MoU and CIPET shall be unconditionally liable to pay the entire amount within 7 days from the receipt of the demand from HURL.

30.2 If CIPET is found deficient/non-adherent to the provisions of the MoU, then CIPET may not be awarded any assignment in the future.


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- 30.3 CIPET to ensure that the present CER activity has not been financed from any other source.
- 30.4 CIPET shall submit placement details for those candidates who shall opt for the wage employment along with the necessary details (Organization where the candidate was placed, salary offered, job location).
- 30.5 During the project, all the materials used or to be used in the project shall remain at the risk of the CIPET and in no way HURL shall be held responsible to any compensation for injury caused to candidates or any other person under applicable Act/Rules or on account of destruction of the works or materials arising from any causes what so ever.

31.0 This Agreement shall Supersede:

This agreement represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication, minutes of meetings, or agreements that may exist.

For and on behalf of HINDUSTAN URVARAK & RASAYAN LIMITED (HURL)

Chank
SANJAY CHAWLA
 General Manager
 (CSR, Safety & Environment)
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 Delhi-110092

For and on behalf of CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (CIPET)

Dr. K. Prakashan
डॉ. के. प्रकलाशन
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Central Institute of Petrochemicals Engineering & Technology (CIPET)
 Head Office, TVK Industrial Estate, Guindy, Chennai – 600 032.

Date: 09/10/2024

Witness:

1. *Sunil Umiyal*
SUNIL UMIYAL, MANAGER (CSR)
Sudhir
 2. **SUDHIR KUMAR MANAGER (SEE)**

Date: 09/10/2024

Witness:

- R. Jeevan Ram*
 1. **R. JEEVAN RAM, MANAGER (SD)**
R. S. Shelwan
 2. **R. S. SHEWAN, Manager (T)**

In witness whereof, the Parties hereto have caused this MoU to be signed in their respective names on the date and place first herein above written.