



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

**Receipt Number :** 0244a3cc838fee844128

**Receipt Date :** 17-Dec-2021 11:45:00 am

**Receipt Amount :** 1000/-

**Amount In Words :** One Thousand Rupees Only

**Document Type :** Agreement or Memorandum of an Agreement

**District Name :** Ranchi

**Stamp Duty Paid By :** NTPC LTD

**Purpose of stamp duty paid :** Agreement

**First Party Name :** NTPC LTD

**Second Party Name :** IIT ISM DHANBAD

**GRN Number :** 2108892822

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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered on 18<sup>th</sup> day of December month in the year 2021.

Between

Indian Institute of Technology (Indian School of Mines), Dhanbad of the FIRST PART

And

NTPC Limited (NTPC) of the SECOND PART

**Indian Institute of Technology (Indian School of Mines), Dhanbad** (established in the year 1926 by His Excellency the then Viceroy of India, Lord Irwin and located at Dhanbad in the state of Jharkhand to facilitate mining engineering education in close relation with the mining industry, which has been granted the autonomy and status of Indian Institute of Technology (IIT) under the IIT Act by Govt. of India) hereinafter referred to as '**IIT - ISM**', (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the FIRST PART.

**NTPC Limited** is a public sector company registered under Companies Act, 1956, having its registered office at Scope Complex, New Delhi hereinafter referred to as "**NTPC**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns) of the SECOND PART.

"IIT - ISM" and "NTPC" hereinafter shall individually be referred to as a "**Party**" and collectively be referred to as "**Parties**".

WHEREAS,

IIT - ISM is an institute of National importance which caters to the human resource requirement of the Nation through teaching, research and professional development training in all fields of Science, Technology and Management, to include Mining, Petroleum, Mining Machinery, Mineral Engineering, Earth Sciences, Electrical Engineering, Electronics Engineering, Environmental Science & Engineering, Computer Science & Engineering, Mechanical Engineering, Chemical Engineering, Civil Engineering, Applied Chemistry, Applied Mathematics, Applied Physics, Management, and Humanities & Social Sciences, with 18 departments and more than 320 faculty members, and offers 16 undergraduate programs and 24 post-graduate courses.

NTPC is *inter-alia* engaged in the business of power generation providing power to the nation from various sources including thermal. NTPC has forayed into coal mining business as backward integration for supplying coal to its thermal power stations. NTPC has seven coal blocks in the state of Jharkhand, Odisha and Chhattisgarh. NTPC has started coal production in three mines namely, Pakri-Barwadih, Dulanga and Talaipalli. Other coal blocks are at the various stages of development.

NTPC is operating their mines in the outsourcing mode, by engaging Mine Developer cum Operator (MDO) for each mine. During operation phase, many technical issues related to



meeting and enhancing coal production, management of overburden / waste, technical variations etc. occurs which are required to be settled early within the ambit of the contract, for continuation of the production and progression of the mines.

Keeping in view of the above, NTPC wants to associate with IIT - ISM to utilize its expertise in various technical matters related to development and operation of coal mines. IIT - ISM agrees to provide technical consultancy services ("Services") to NTPC on a case-to-case basis.

The two parties express their desire to sign this Memorandum of Understanding (MoU) to record the mutual discussions and basic understandings of the services. The Parties understand this MoU does not contain all of the commercial terms and undertakings that must be reached on a case-to-case basis by the parties under separate agreements under this MoU.

THE PARTIES HERETO HAVE AGREED to collaborate as per the terms appearing hereinafter:

1. Following broad areas of collaborations have been identified for technical consultancy services by IIT – ISM to NTPC:
  - 1.1. Assistance in development of Sustainable Mining Plan for Captive Coal Mines of NTPC.
  - 1.2. Review of existing Mining operations and Plans for increasing coal production through modifying mining methods and application of technologies;
  - 1.3. Assistance in formulation of Environment Impact Assessment (EIA) reports in case of a revision of mining plan.
  - 1.4. Assistance in obtaining statutory clearances such as Environment Clearance (EC).
  - 1.5. Assistance in formulating the mining contracts and post-award technical supports for dispute resolutions and suggesting the way out to avoid litigations.
  - 1.6. Suggestions for reduction in cost of coal production and improving productivity of mining operations.
  - 1.7. Suggestions for improving safety of mining operations.
  - 1.8. Application of new and advance technologies/equipment systems and IT solutions for optimization of mining operations.
  - 1.9. Any other services to enhance safety, sustainability and efficiency mine development and operation.
2. Notwithstanding anything contrary contained herein any and all technical consultancy services by IIT – ISM to NTPC under the MoU shall be based on as-is-where-is basis. Such technical consultancy services by IIT – ISM to NTPC is based on the standard protocols on the basis of report, data, information or samples provided by NTPC. Since, IIT – ISM is not an accredited laboratory hence NTPC is advised to exercise due diligence before the use for any commercial or legal activities.





3. NTPC also agrees broadly to provide financial assistance to IIT – ISM for setting up – “NTPC Research Center for Sustainable Mining” in collaboration with IIT - ISM within the campus of IIT – ISM, to promote cutting edge researches on sustainable mining, etc. The proposal for the same shall be submitted by IIT – ISM.
4. The proposal in the areas mentioned in clause 1 and 3 of this MoU will be subject to a separate technical and commercial agreements between the parties. Neither party shall have the power or authority to accept any order, offer, conclude any contract or make any form of representation, statement, warranty or guarantee on behalf of the other party or to bind potential customers or third parties to that other party. Neither party will issue or offer any warranties or any potential customers on behalf of the other party, including, without limitation, representations and warranties as to quality, merchantability, fitness for a particular use or purpose, or performance of the party's respective products & services.
5. This MoU is not exclusive. Both parties are free to work with any third party.
6. Neither this MoU nor any subsequent agreement will affect the individual business of any party concerned. Either party shall have no right into the existing works or intellectual property rights of the other party. Each Party will retain ownership of intellectual property rights in the work it creates in relation to any opportunity unless agreed in writing by both parties.
7. It is hereby agreed that any data and information exchanged between the parties (Confidential Information) shall be kept confidential and shall not be divulged to any third parties without written consent of the other party.
8. This MoU constitutes an expression of intent only and sets forth the principles upon which the Parties would work. This MoU is not intended to create, nor shall it be deemed to create, any legally binding obligations enforceable against each party to this Memorandum or any of its affiliates.
9. If any dispute, controversy or difference arises between the parties, the same shall be mutually discussed and resolved amicably between the Parties within 30 days from raising of dispute by either party. In the event dispute is not resolved amicably within 30 days, such dispute or difference can be taken by either party for resolution as per AMRCD Guidelines mentioned under DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.
10. Each Party agrees that during the term of the MoU it and its owners, directors, officers, employees or agents, have not, and will not make or promise to make payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, for the purpose of obtaining or retaining business or securing any improper advantage, or to any other person or entity if such payment would violate applicable laws or treaties of India. Each Party warrants and undertakes that it shall not participate in any illegal, deceptive or unethical practices, and shall not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may disparage, denigrate or be detrimental to the other Party, its business or affairs.



11. The parties agree that unless and until the specific Agreement with respect to the proposed collaboration involving the areas of collaboration on case-to-case basis have been executed and delivered, neither parties shall be under any legal obligation of any kind whatsoever with respect to such Agreement beyond the provisions of this MoU.
12. The MoU will be valid for a period of **two (02) years** and can be renewed further as per mutual understanding.
13. Either party may terminate this with at least three months advance notice with or without assigning the reasons for termination in writing.
14. This MoU comes into effect on the date of signature by both parties and may be amended by mutual consent.


In Witness Whereof, the authorized representatives of the Parties have signed this MoU, on this **18<sup>th</sup>** day of **December 2021**, in two originals in English language, one for each party.

For and on behalf of NTPC and on behalf of ISM

**IIT - ISM**

Name Prof. Shalivahan  
Designation Dean (R&D)  
IIT-ISM, Dhanbad.

Witness:

Signature   
Name Prof. A K Mishra  
Designation Head, Dept. of Mining

**NTPC**

Name Partha Mazumder  
Designation Regional Executive  
Director (Coal Mining)  
NTPC Limited

Witness:

Signature   
Name Sanjiv Kumar Singh  
Designation AGM (Mining)