

# **Memorandum of Understanding**

**Between**



**Indian Institute of Technology (Indian School of Mines),  
Dhanbad**

**And**



**PMT Infrascience Pvt Ltd**

**2020**



This Memorandum of understanding (MoU) is entered on this 02<sup>nd</sup> day of November 2020 by and between

Indian Institute of Technology (Indian School of Mines), Dhanbad (hereinafter called as "ISM") having its office at Dhanbad represented by Professor Shalivahan, Dean, R&D ISM of the first part

And

PMT Infrascience Private Limited (hereinafter called as "PMTPL") having its registered office at 565KA/49, Amrudahibagh, Alambagh, Lucknow-226005 Uttar Pradesh, represented by Mr. Ram Brij Singh of the Second part

#### **PREAMBLE**

WHEREAS IIT(ISM) Dhanbad is a premier institute of National Importance funded by Central Government. IIT (ISM) Dhanbad is engaged in research and imparting education in the areas of Engineering, Sciences and Management. The institute has left a comprehensive footprint on Energy and Mining sector since 1926 at domestic and international level. It has the mandate to promote and undertake interdisciplinary basic applied research in Science & Technology domain.

AND WHEREAS PMTPL is engaged in the area of Design, Project Management, Manufacture, Supply, Installation, drilling, Monitoring & Analysis of instruments deployed in Geotechnical, Geophysical, Geospatial, Numerical Modeling, Artificial Intelligence, IOT, Survey, Slope Stability, Geotechnical and Geophysical Investigations, Mining, Civil Engineering, Structural Audit, Structural Health Monitoring, Mining & Environmental Industries.



PMTPL is manufacturer of high technology instruments and provides complete and holistic services to government and private clientele such as NHPC, SJVN, IRCON, Indian Railways, Coal India, CIMFR, THDC, IITs, TATA, L&T, Patel, AFCONS, JP, Gammon, HCC etc.

PMTPL agrees to provide a logging van where the logging equipment and accessories already available with ISM will be installed. The facility is being provided under Industry Connect Programme of ISM. In view of this, PMTPL is desirous to collaborate with ISM as detailed herein.

Now therefore it is agreed by and between the parties as under:

## **1. OBJECTIVE**

1.1 The parties shall take up assignments, research, services, and consultancies to conducting investigation to analyze and interpret Geological, Geophysical, Geospatial, Geotechnical and other related areas of mutual interest.

1.2 The logging van would be used to measure various Geophysical and Geotechnical parameters. The equipped vehicle would be taken to locations for taking input data and analyze the input data through the software incorporated in the hardware and equipment. Thereafter an output shall be generated, which can be interpreted by experts from the parties. This report after due approval from both the parties can be supplied to the third-party.

## **2. RESPONSIBILITIES**

2.1 PMTPL shall deliver a logging van. The van shall bear the logo of ISM Dhanbad and PMTPL clearly painted or pasted on each side or as decided between the parties. In the logo the Name of ISM shall be in lead followed by PMTPL. ISM shall be responsible for operation and maintenance of Logging van.





2.2 ISM shall utilize the logging van only for the purpose as defined in the clauses herein. ISM and PMTPL agree to jointly take projects wherein both parties are interested. ISM shall inform PMTPL about any project that shall be undertaken. ISM shall have right to take projects independently incase PMTPL does not have interest in a project. Incase ISM plans to associate with any other party, they may do so only after refusal of PMTPL in writing.

2.3 In Projects where ISM and PMTPL plan to go jointly, the inputs of both the parties shall be incorporated and agreed prior to sending offer of the services.

2.4 The total price quoted by ISM shall include the price for input of services of PMTPL in its costing.

2.5 For the work assignments carried out independently or jointly by both the parties ISM shall receive the payments. On receipt of the payments by ISM within seven days the share of the PMTPL shall be credited to account of PMTPL.

2.6 On request of ISM, PMTPL may be asked to deploy manpower to execute the project taken-up by ISM or jointly by the parties. The deployment shall be based on the inputs agreed in each project.

2.7 The parties shall share the payments received from the project or assignment that uses the equipped vehicle given by PMTPL as detailed herein.

a. In the Projects involving only logging vehicle, PMTPL shall receive 15% of the revenue after deducting applicable taxes and excluding the cost of inputs.

b. In the Projects where in addition to other components logging vehicle is one of the components, PMTPL shall receive 10% of the revenue after deducting applicable taxes and excluding the cost of inputs.

c. In the projects not covered in 2.7(a) & 2.7(b) wherein the parties have agreed to go jointly the share of payments shall be as agreed as per the inputs of both the parties. In such cases the payments on account of logging vehicle shall worked out based on clauses 2.7(a) & 2.7(b).



3. If any project (which includes expertise of PMTPL) is to be executed by ISM Dhanbad and the institute intends to give some part of the project to any other party then in this situation PMTPL will be given priority and first right to refusal.
4. As PMTPL is manufacturer of high technology instruments and provides complete and wholistic services already listed to government and private clientele such as NHPC, SJVN, IRCON, Indian Railways, Coal India, CIMFR, THDC, IITs, TATA, L&T, Patel, AFCONS etc., ISM shall utilize its expertise in areas of precision instrumentations, its development and expertise of services if required. PMTPL agrees for such collaboration for sharing its expertise. This collaboration shall be discussed and developed on mutually agreeable condition for scope as and when it shall arise. PMTPL further agrees to provide its sensors / instruments for such research and development. If such a research, leads to development of a new product, PMTPL shall have first right for its commercial exploitation. In case it declines to use such a right then a part of royalty shall be shared with PMTPL.
5. Any and all deliverables by ISM given to the third-party or PMTPL under the MoU shall be on as-is-where-is basis. ISM does not make no representations, conditions, or warranties, either express or implied, that such deliverables or report
  - (a) corresponds to a particular description.
  - (b) is of merchantable quality.
  - (c) is fit for a particular purpose; or
  - (d) is durable for a reasonable period of time.
6. Publication rights: ISM shall own the publication rights over all the data generated under the MoU. However, ISM shall share the draft manuscript to PMTPL 30 days before submitting the manuscript for publication.
7. Commercialization rights: PMTPL can use such data generated under the MoU for commercial objectives, however, PMTPL must insulate ISM from all

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consequences that may arise on commercial utilization of any data or report generated under the MoU. PMTPL shall also incorporate suitable disclaimers and warranty clauses in the agreement with any third-party that is using the report or data so generated under the MoU. These disclaimers and warranty clauses should absolve ISM from any liability arising from commercial utilization of the report or data so generated under the MoU.

8. Notwithstanding anything contrary contained herein parties can terminate the MoU by giving a 30day written notice to the other party. In Case of premature termination of the MOU, ISM shall return all the vehicle, equipment and software supplied to ISM as per this agreement to PMTPL.

## **8. DISPUTE RESOLUTION**

All the disputes between the parties herein under the MoU shall be resolved through courts of civil jurisdiction in Dhanbad.

## **9. TERM**

This MoU shall be valid till the life cycle of the vehicle provided from the effective date of handing over of the vehicle mentioned herein above. The MoU can be renewed as per mutual agreement between the parties. However, such renewal is not automatic and shall be in writing.

## **10. CONTACT PERSON**

The following persons shall be responsible to coordinate and implement the MoU

IIT (ISM)	PMT Infrascience Private Limited
Professor Shalivahan, Dean, R&D ISM Indian Institute of Technology (Indian School of Mines), Dhanbad	Mr. Ram Brij Singh PMT Infrascience Private Limited 565KA/49, Amrudahibagh, Alambagh Lucknow-226005 Uttar Pradesh



IN WITNESS WHEREOF the PARTIES hereto have executed this Memorandum of Understanding as on the date first written above in duplicate with each PARTY receiving one original signed document.

**For & on behalf of Indian Institute of Technology (Indian School of Mines)**

Signature: \_\_\_\_\_

Professor Shalivahan,  
Dean R&D IIT (ISM)

Seal

Witness

Signature: \_\_\_\_\_

Name: Ravi Kumar Gangwar

**For & on behalf of PMTPL**

Signature: \_\_\_\_\_

Mr. Ram Brij Singh  
Director PMT Infrascience

Common Seal



Witness

Signature: \_\_\_\_\_

Name: Ram Asare