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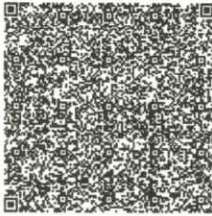
## INDIA NON JUDICIAL

### Government of Puducherry

₹20

e-Stamp

<b>Certificate No.</b>	: IN-PY71822460811457V
<b>Certificate Issued Date</b>	: 25-Jul-2023 09:15 AM
<b>Account Reference</b>	: SELFPRINT (PU)/ py-self/ PUDUCHERRY/ PY-PU
<b>Unique Doc. Reference</b>	: SUBIN-PYPY-SELF17820712810393V
<b>Purchased by</b>	: PUDUCHERRY TECHNOLOGICAL UNIVERSITY
<b>Description of Document</b>	: Article 5 Agreement or Memorandum of Agreement
<b>Property Description</b>	: MEMORANDUM OF UNDERSTANDING BETWEEN LARSEN AND TOUBRO AND PUDUCHERRY TECHNOLOGICAL UNIVERSITY
<b>Consideration Price (Rs.)</b>	: 0 (Zero)
<b>First Party</b>	: PUDUCHERRY TECHNOLOGICAL UNIVERSITY
<b>Second Party</b>	: LARSEN AND TOUBRO LTD
<b>Stamp Duty Paid By</b>	: PUDUCHERRY TECHNOLOGICAL UNIVERSITY
<b>Stamp Duty Amount(Rs.)</b>	: 20 (Twenty only)



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### Memorandum of Understanding (MoU)

Between

Larsen & Toubro Limited

And

Puducherry Technological University



#### Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Memorandum of Understanding (MoU) entered into this 25<sup>th</sup> day of July 2023

BETWEEN

**Larsen and Toubro limited**, a company within the meaning of section 2 (20) of the Companies Act, 2013, having its registered office at L&T house, Narottam Morarjee Marg, Ballard Estate, Mumbai 400 001, through its L&T Construction head quartered at P.B.No: 979, Mount Poonamallee Road, Manapakkam, Chennai – 00 089, here in after referred to as the 'L&T' (which expression unless excluded by or repugnant to the subject shall mean and include its successor-in-office and assigns) of the ONE PART; represented by **Mr. S.Jagannathan, Chief Technology Officer, Water & Effluent Treatment (WET IC), L&T Construction, Chennai.**

AND

**Puducherry Technological University**, an academic institute of national importance and a statutory body existing under the provisions of the Puducherry Technological Act 2019 having its registered office at Pillaichavady, Puducherry 605 014, herein after referred to as PTU (which expression shall where the context so admits include its successors and permitted assigns) of the OTHER PART; represented by **Dr.G.Gerald Moses, Dean (Industrial and Sponsored Research), Puducherry Technological University, Puducherry - 605013.**

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This Memorandum of Understanding (MoU) defines the roles and responsibilities of the participating agencies and other matters relating to the area of research collaboration.

THE MoU WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

**1. a) Objectives of the MoU**

- L&T and PTU will undertake joint research work in the areas of mutual interest as defined in para 3 herein below.
- L&T Engineers and Scientists with corresponding faculties of PTU will formulate research proposals for joint work with due approval of both institutions.





- Both institutes agree to hold / conduct, whenever feasible, joint workshops, conferences, training courses, student internship within the areas of research co-operation.
- Address the water and wastewater treatment challenges faced by L&T and work with PTU for development of sustainable solutions.

#### **b) Understanding of the parties**

- i) Nothing in this MoU shall grant to either Party the right to bind the other Party, without the prior written consent of the other Party.
- ii) The Parties understand and acknowledge that this MoU will provide the foundation for more comprehensive and definitive agreements.
- iii) The provisions of this MoU reflect the current plans and intentions of L&T and PTU. However, specific terms and conditions with respect to particular projects to be undertaken under this MoU are to be set forth in future definitive agreements between the Parties which will be Annexed to this current MoU with separate annexure for each project | budget | sow | responsibilities.
- iv) Each Party represents that with respect to the matters which are subject to this MoU; it will not make or offer any payment, gift, either directly or through intermediaries, to or for the use of any public official where such payment, gift, promise or advantage would amount to any illegality and /or corrupt practice under the law.

#### **c) Status of MoU**

This MoU is intended to record mutual understandings of the Parties hereto as the date hereof.

It is clearly understood by L&T and PTU that there will be no obligation or financial commitment whatsoever on the Parties under this MoU unless otherwise agreed.

For each one of the activities and/or actions identified by the Parties under this MoU, and/or when specific obligations or financial commitments appear necessary to the Parties, the Parties may enter, directly or through the concerned affiliate, into a specific agreement defining in detail the respective obligations and commitments of each Party, and particular the program of work, and the financial conditions of its execution.

This MoU is a non-binding expression of the current intentions of the parties, and



neither party will incur nor be bound to any legal obligations or expense hereunder to the other parties until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties.

The Party shall have no obligation to enter into any specific agreement or further agreement with each other regarding the scope of this MoU. Therefore, each Party shall remain free to conclude any agreement with any third parties.

## **2. Period of MoU**

- This MoU is effective from the date first above written (Effective date) and will remain in force for a period of two (2) years from the effective date.
- Either party shall have the right to terminate the MoU, if the other party commits a material breach of any of the terms and conditions of MoU concerned and fails to rectify the same within 90 days of being requested to do so by giving a notice.
- Either party shall also have a right to terminate the MoU after giving a notice of 60 days to the other party on reasonable grounds.

## **3. Areas of Research Cooperation**

The areas of research cooperation will be defined and modified from time to time, by the coordination committee set up for the purpose in a discussion with nodal officers from both institutions. The broad areas of research cooperation between both institutions are as under. Separate MoA shall be made for respective research work.

- a. Advanced Water Technology
- b. AI and Data Science Application
- c. Environmental Modelling

### **Nodal Officers:**

- a) Dean (I&SR), PTU, Puducherry
- b) Domain Expert, Water & Effluent Treatment, L&T Construction, Chennai

### **Coordination Committee:**

The following members will constitute the Coordination Committee to monitor and review the collaborative research between the two institutions:





- a) Principal Investigator (PI)
- b) The Chief Technology Officer, L&T WET IC or his nominee
- c) Nodal officers from both institutions – 1) Dr. Vijaysai Prasad, Head of Water Technology Centre, Water and effluent treatment IC, L&T Construction, Chennai - 600 089 2) Dr.R.Saravanane, Professor, Civil Engineering / Dr.G.Srinivasan, Professor, Chemical Engineering (depends on the project and domain)
- d) Faculty to be nominated by the Vice Chancellor – Dr.S.Sundaramoorthy, Professor, Chemical Engineering
- e) Engineer/Scientist to be nominated by the CTO, L&T WET IC - Mr. P. Ganesh Kumar, Head – R&D, Water Technology Centre, Water and effluent treatment IC, L&T Construction, Chennai - 600 089.

The Coordination committee shall:

- Review annual progress of the identified research proposals
- Consider the new R&D proposal for joint collaboration and implementation on case-to-case basis including IPR and financial arrangement
- Considers the addition / deletion of area of research cooperation between the two institutions during review
- Consider the extension of the MoU

#### **4. Responsibility of L&T Construction, Water and Effluent IC, Water Technology centre**

- To provide problem statement for the area of collaborative research
- To provide funds for the mutually agreed research proposal at mutually agreed terms and conditions submitted by the principal investigator on a case-to-case basis vide a project specific agreement

#### **5. Responsibility of PTU**

- To make available its facilities for the smooth implementation of the collaborative research projects take-up hereunder



- To make available its administrative machinery for the administrative work of the research projects undertaken
- To procure materials that are required and to carry out fabrication of pilot reactors if any as per the purchase procedure of PTU.
- To recruit all scientific and non-scientific staffs for the project as per the PTU selection procedures
- To maintain a separate audit head of account for the grants received from L&T for the research proposal and to extend cooperation to L&T in the event of L&T wanting to audit the expenditure on their own
- To submit an annual audited statement of expenditure incurred under the project
- To ensure effective utilization of the grant given by L&T for the purpose for which it will be granted and to ensure timely progress of project work
- The manpower, both scientific and non-scientific, recruited shall be purely on contractual terms & conditions such that the contract for engagement of the manpower shall run concurrently with the said project period only as per the PTU selection procedures.

#### **6. Confidentiality:**

Non-Disclosure of Proprietary Information and Confidentiality Agreements (NDA) has been signed between L&T and authorized representative of PTU.

#### **7. Intellectual Proprietary rights**

The Intellectual property rights in respect of the intellectual efforts under the scope of this MoU will be decided on case-to-case basis in writing and signed by execution of separate agreements to be signed by L&T and PTU.

Any publication regarding such intellectual property shall only be possible with prior notice to the other Parties. The fund required to file the IP can be shared by all parties or on mutual agreement.

PTU shall be free to use the intellectual property developed during the Project for its own internal teaching, further research, educational and publication.





If one party wants to file IP protection then they may take consent from the other Parties.

### **8. Arbitration**

In the event of any question, dispute or difference whatsoever arising between the parties to this agreement out of or relating to the construction, meaning, scope, operation or effect of this agreement or the validity of the breach thereof shall be referred to at first to a three-member committee (one member from PTU, one member from L&T WET IC and one from outside agreeable to both the parties). If still the dispute is not settled, then it shall be referred to an Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Vice Chancellor, PTU and Head Legal, L&T Construction. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law.

### **9. Amendment of the MoU**

If during the operation of MoU, circumstances may rise which call for alteration / modification to this MoU, such alteration / modification shall be mutually discussed and agreed upon in writing with the approval of the appropriate authority of PTU and L&T Construction. Such changes will be formalized in writing as an 'Addendum' to this MoU.

### **10. Dispute resolution**

The contents of this MoU shall be governed by the laws of India and that any dispute arising under this Agreement shall be resolved amicably through mutual discussions held between the senior officials designated respectively by the Parties.

### **11. Force Majeure**

Neither Party shall be held responsible for non-fulfillment of its obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to, Acts of God, hostility, war, floods, earthquakes, strike, lockouts,



pandemics, epidemics, riots, civil commotion etc., provided on the occurrence and in cessation of any such event, the Party affected thereby shall give a notice in writing to the other Party immediately after but not later than one (1) month of such occurrence and cessation. This period between the occurrence and cessation of such event will be excluded while calculating the period during which the Party has to perform its obligations under this Agreement. If the force majeure conditions continue beyond six (6) months, the Parties shall then mutually decide about the future course of action.

## **12. Indemnification**

The parties will indemnify and hold harmless the other party, its officers, directors, employees, sublicensees, customers and agents from any and all claims, losses, liabilities, damages, expenses and costs relating to, resulting from, or arising out of (i) a breach of any representation or warranty set forth in Sections in this Agreement or any claim resulting from gross negligence or willful misconduct. The party will give to the other party a written notice of any such claim and he has the right to participate in the defense at its expense. From the date of written notice from the party of any such claim, the First Party will have the right to withhold from any payments due under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Institute's obligations under this agreement.

Each Party will indemnify the other Party against any personal injury claim or action brought against the other Party arising from the indemnifying Party's gross negligence or willful misconduct. Each Party will give the other Party written notice of any such claim and the other Party has the right to participate in the defense of any such claim at its expense.

## **13. Limitation of Liability**

Except the breach of obligations in no event will either Party be liable for any indirect, special, incidental, or consequential damages, however caused, and whether or not it has been advised of the possibility of such damages. Regardless of the basis of liability or the form of action, either Party's total cumulative liability will not exceed the total of the fees paid to the Consultant under this Agreement over the 12-month period before the liability arose.

## **14. Notices**





All notices and other communications in respect of this agreement shall be given in writing by registered mail, postage prepaid, to the party entitled thereto at its address set forth below, or such other address as it shall hereinafter designate for this purpose:

**FOR THE FIRST PARTY**

Name : Dr. Vijaysai Prasad

Designation: Head of Water Technology Centre

Organization and Address: Water and effluent treatment IC, L&T Construction, Chennai - 600 089.

Email: vijaysai.prasad@Intecc.com

**FOR THE SECOND PARTY**

Name: Dr. Gerald Moses

Designation: DEAN (I&SR), PTU

Professor, Department of Civil Engineering, PTU

Email: dean.isr@ptuniv.edu.in

Any Party may change its address or representative for receipt of notices provided for in this agreement by giving to the other prior written notice of at least 10 (ten) business days.

**15. Relationship between the parties**

The Parties acknowledge and agree that the Services performed by the Consultant, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties.

**16. Waiver**

Any waiver by either Party or failure by either Party to claim a breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach or affecting in any way the effectiveness of such provisions.

**17. Validity**



If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

#### **18.Survival**

All provisions of this Agreement which by their nature must survive expiry/ termination in order to achieve the fundamental purposes of this Agreement shall survive any termination of this Agreement.

#### **19.Entire Agreement**

This Agreement represents the entire agreement between L&T and PTU and supersedes all prior negotiations, representations or agreements, either written or oral.

#### **20.Counterparts**

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

#### **21.Non-assignment by the company**

This Agreement is personal and the L&T shall not assign the Agreement to any other Party.

#### **22.Severability:**

In case any one or more of the provisions or parts of a provision contained in this MoU shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this MoU; and this MoU shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein.

#### **23.Non-solicitation & non-competition:**

During the term of the agreement, neither of the parties shall directly or indirectly interfere, induce, assist, entice with or attempt to disrupt the relationship, contractual or engage in any competitive activity or otherwise or solicit any employees of each other in any manner whatsoever to leave employment and





become self-employed or employed with others. It is also clarified that PTU shall be entitled to render similar services to any other entity or get into an agreement of similar nature during or after the term of this agreement. However, if the entity is a direct competitor of L&T then PTU shall do the same under prior intimation to L&T.

This MoU is prepared as two originals (one for L&T Construction and one for PTU) and comes into force on the day written in the doc and when both Parties have signed it.

**L&T Construction**

**Signature :**

**Name :** Mr. S. Jagannathan

**Title :** Vice President and Chief  
Technology Officer

**Address :** Water and effluent  
treatment IC, L&T  
Construction, Chennai -  
600 089.

**Seal**

**Puducherry Technological University**

**Signature :**

**Name :** Dr. Gerald Moses

**Title :** Dean (Industrial &  
Sponsored Research)

**Address :** Puducherry Technological  
University, Puducherry- 605  
014

**Seal**



**Witness**

**Signature :**



**Name :** Dr. Vijaysai Prasad

**Title :** Head of Water  
Technology Centre

**Address :** Water and effluent  
treatment IC, L&T  
Construction, Chennai -  
600 089.

**Signature :**



**Name :** Mr. P. Ganesh Kumar,

**Title :** DGM (Process), Water  
Technology Centre

**Address :** Water and effluent  
treatment IC, L&T  
Construction, Chennai -  
600 089.

**Witness**

**Signature :**



**Name :** Dr. V. Murugaiyan

**Title :** Professor & Head, Civil  
Engineering

**Address :** Puducherry Technological  
University, Puducherry 605  
014

**Signature :**



**Name :** Dr. R. Sridar

**Title :** Professor & Head, Chemical  
Engineering

**Address :** Puducherry Technological  
University, Puducherry 605  
014

