Memorandum of Understanding (MoU)
between JHARKHAND UNIVERSITY OF TECHNOLOGY (A Govt. Entity)
AND MECON LIMITED (A Govt. PSU)
for Joint participation in
MNRE's Call for Proposal for Setting up of the Testing Facilities and allied Infrastructure under the 'National Green Hydrogen Mission'

This Memorandum of Understanding (MoU) is made and entered into this ..... day of ....., 2024 by and

BETWEEN

JHARKHAND UNIVERSITY OF TECHNOLOGY, established by the Jharkhand University of Technology, ACT, 2011 (Jharkhand ACT 18, 2015), published vide gazette No.-815 date08/12/2015, located at Science and Technology campus, Sirkhatoli, Namkum, Ranchi, Jharkhand- 834010 (hereinafter referred to as **"JUT"**) which term or expression unless excluded by or repugnant to the Context or the meaning thereof, shall include its affiliates and its successors and permitted assigns, on the ONE PART;

AND

M/s MECON LIMITED, a Company registered under the Companies Act, 1956 and a Government of India Enterprise, having its registered office at Vivekananda Path, Doranda, Ranchi – 834 002, Jharkhand, India (hereinafter referred to as **"MECON")** which term or expression shall unless excluded by or repugnant to the Context or the meaning thereof, be deemed to include its successors and permitted assigns on the OTHER PART:

MECON and **JUT** hereinafter also individually referred to as a "Party" and collectively as the "Parties";

AND

WHEREAS, **JUT** is a Technical University in Jharkhand intended to promote the creation of a centre of excellence in education and research in science, Technology, Engineering and Management, Town Planning, Pharmacy, Applied Arts and Crafts, Applied Science and such other programmes or areas as the central Government may in consultation with the All India Council for Technical Education by notification in the Gazette declare and need of Jharkhand.

WHEREAS, **MECON** is a leading PSU, and has extensive knowledge and experience in design, engineering, consultancy and EPC Project under Ministry of steel engaged in multifaceted consulting & contracting activities in the field of Iron & Steel, Metallurgy, Mining & Mineral beneficiation, Oil & Gas, Infrastructure, Power, Chemicals etc.

AND

A. WHEREAS, Ministry of New & Renewable Energy (MNRE) through National Institute of Solar Energy (NISE) has issued a Call for Proposal (CFP) dated 16.08.2024 for Funding of Testing Facilities, Infrastructure and Institutional Support for Development of Standards and Regulatory Framework under the 'National Green Hydrogen Mission.

B. The Parties, in consideration of their complementary technical and commercial resources and capabilities, intend to cooperate and join efforts on an exclusive basis to submit a

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proposal for "Setting up of the Testing Facilities and allied Infrastructure under the 'National Green Hydrogen Mission" as per the CFP (the "Project"); and in case of success, to execute the Project.

C. In consideration of the aforesaid, the Parties wish to establish and record the preliminary principles of their cooperation in this MoU.

D. JUT will be the leader of the Consortium hereinafter referred to as "Leader" and thus the Executing Agency (EA) as per the CFP. MECON will be Consortium Partner.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. This MoU outlines the modalities regarding cooperation which MECON and JUT would undertake during the validity of this MoU.

2. For the purpose of joint securing & implementation of the Project, the Parties have agreed to:

   (i) Jointly meet qualification criteria.
   (ii) Jointly submit proposal/application.
   (iii) Take all the necessary actions on a mutually beneficial basis for joint participation of the Parties in securing & implementation of Project.

3. The Parties shall co-operate in respect of the Project on an exclusive basis. In no event shall either Party take part in any activity pertaining to the Project in association with any third party. Neither Party shall be entitled to be a partner of a consortium or of a joint venture or a subcontractor or vendor of any third-party submitting its proposal for the same Project or for a portion thereof.

4. Upon submission of Proposal to MNRE and in case of being successful, a detailed agreement shall be signed between JUT & MECON governing their mutual rights and obligations with regard to the Project.

5. Tentative Scope of Work of the Parties has been outlined in Appendix-I – Scope Matrix, attached hereto and forming integral part hereof. The detailed Scope division matrix shall be formulated after sanction of the Project by MNRE and shall form part of the Detailed Agreement. Any change in the scope of work during discussion between the Parties for the Project or the changes made by MNRE shall be to the account of the Party in whose scope it was originally considered as per Appendix 1 or to whose scope it can be attributed to after mutual discussion between the Parties. Any addition, modification or deletion to the Scope of Work made pursuant to MNRE's requirement shall not constitute grounds for termination of this MoU, unless otherwise mutually agreed in writing.

6. MECON and JUT shall be fully responsible for the scope pertaining to their part and its successful performance and will be liable for damages in proportion of the respective scope.

7. MECON's role under the Project shall be broadly in line with the tentative scope division matrix. Once the facilities under the Project become functional, MECON's fee for its engineering consultancy services provided for installation & commissioning of the facilities and associated infrastructure under the Project shall be compensated from the revenue to be generated from the facilities which shall be shared between JUT & MECON in the ratio of 50:50. The sharing of revenue between JUT & MECON shall be continued till MECON's total aforesaid fee has been

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paid. The Cost Estimates indicated in the joint proposal against the CFP shall be referred in this regard.

After installation & commissioning of the facilities, if JUT requires any additional services from MECON, the same shall be compensated from the revenue to be generated from the facilities which shall be shared between JUT & MECON in the ratio of 50:50. The terms & conditions for such additional services shall be mutually discussed & agreed between the Parties.

8. MECON and JUT shall, whenever required, depute personnel to each other's office for discussion or to MNRE for the Proposal & Project. MECON and JUT shall bear their respective costs and expenses for submission of the proposal.

9. Any Proposal Fee or Performance Bank Guarantee, if applicable, shall be submitted to MNRE by the Leader of the Consortium i.e JUT.

10. All the documents, drawings, plans and other information from a Party which comes to the knowledge of the other Party as a consequence of their co-operation under this MoU, shall be considered the proprietary information of the disclosing Party and be treated by the receiving Party as confidential and not disclosed to any third party nor used by the receiving Party for any other purpose than for the execution of this MoU or the Project at matter. The provisions of this clause shall survive any termination or expiry of this MoU by five years. However, this shall exclude the data / Information which is already into the Public domain or already known to MECON / JUT by virtue of their long association with the Steel Industry prior to signing of this MoU.

11. JUT and MECON shall indemnify each other, their employees & sub-contractors against all claims, court orders, costs or damages arising from the actual infringement of any patent or intellectual property rights arising from any use of design drawings, know-how & other documents furnished by another Party.

12. This MoU shall not be assignable by any Party without the prior approval of the other Party in writing.

13. No amendment or deletion or addition to any of the conditions contained herein and no modifications or extension of this MoU shall be binding on the Parties unless it is in writing and signed by both the Parties.

14. No Party shall have any liability to the other whether of a direct or indirect nature for any loss of use, loss of production, loss of business opportunity, loss of contracts, loss of profits or for any consequential, financial or economic loss that may be incurred as a result of this MoU.

15. This MoU shall not constitute, create or in any way be interpreted to create a joint venture company, partnership or a formal business organization of any kind between the Parties. Nothing contained herein shall be construed and interpreted as Constituting license, agency representation or the like given by one Party to the other Party.

16. The language of this Memorandum, the preparation of proposal, any subsequent agreements between the Parties and any correspondence, data, drawing, etc. between the Parties shall be the English language.

17. In case of any dispute or difference between the parties with regard to any matter including interpretation of this agreement and clarifications thereto, the parties shall try to resolve the

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same amicably through mutual discussion. In case the parties fail to resolve the disputes mutually, the same shall be referred for resolution through AMRCD as indicated below:

"In the event of any dispute or difference relating to interpretation and application of provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mention in DPE OM NO. 4(1)/ 2013-DPE (GM)/FTS-1835 dated 22.05.2018".

18. This MoU represents the sole understanding between the Parties and the express obligations arising here from are binding upon the Parties. Each Party to this MoU shall act as independent Party.

19. This AGREEMENT shall be construed and take effect in all respects in accordance with the laws of India.

20. This MoU shall be valid from the date hereof and continue to be in force till occurrence of any of the following events:

a. If the proposal is successful and a detailed agreement is signed between the Parties after sanction of the Project by MNRE
b. If the Project is foreclosed by MNRE.
c. By mutual agreement
d. In case of breach of terms & conditions of this MoU any party.

21. In case of termination of the MoU, all the required documentation, tools, equipment and other necessary infrastructure required to carry out the Operation and Maintenance of the installed Testing Facility shall be retained by the Leader.

22. This MoU is signed in duplicate both being authentic and comes into effect from the date of signing by all Parties.

IN WITNESS WHEREOF, the Parties have executed this MoU by their duly authorized officers on the date and at the place as indicated above.

For and on behalf of
MECON LIMITED

MECON LIMITED RANCHI

Shri Sundeep Sinha
Chief General Manager (Marketing)
MECON Limited

Witness:
1. (P. K. DAS) Sr. GM I/c (Marketing)

For and on behalf of
JHARKHAND UNIVERSITY OF TECHNOLOGY

Nishant Kumar 25/10/24

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Shri Nishant Kumar
Registrar (I/c)
Jharkhand University of Technology

Witness:
1. 25/10/24 (Sneh Kumar) Director (CD)

APPENDIX – I

DIVISION OF SCOPE OF WORK BETWEEN "JUT" AND "MECON" FOR SETTING UP TESTING FACILITIES, INFRASTRUCTURE AND INSTITUTIONAL SUPPORT FOR DEVELOPMENT OF STANDARDS AND REGULATORY FRAMEWORK UNDER THE 'NATIONAL GREEN HYDROGEN MISSION'

Sl. No.	Description	MECON	JUT
1.	**PROPOSAL STAGE** **Preparation of DPR & Proposal to MNRE**		
i.	Certificate of incorporation/registration, Memorandum and Article of Association, Bye laws of the Society, Registered Partnership Deed, PAN and TAN	Assistance, if required	Main Role
ii.	Preparation of Detailed Project Report (DPR) of the Proposal	Main Role	Assistance
iii.	Biodata/background/experience of the entity relevant to the scheme	Joint responsibility for respective portion.	Joint responsibility for respective portion.
iv.	Detailed list of available relevant manpower for the testing facility including Scientists /PhDs /Managers /Testing Engineers/Technical Staffs along with their biodata, roles, responsibilities etc.	Joint responsibility for respective portion.	Joint responsibility for respective portion.
v.	Annual Reports and Audited Financial statement of Accounts for last two years (if applicable)	Joint responsibility for respective portion.	Joint responsibility for respective portion.
vi.	Details of land (on ownership basis or registered leasehold) along with relevant documents	-	Main role
vii.	Submission of requisite fees	-	Main role
viii.	Quotation from Original Equipment Manufacturers (or its authorized dealer/supplier) in respect of proposed equipment for the project	Main role	Assistance
ix.	Debt service coverage ratio (DSCR) of the project proposal from a schedule commercial bank, if applicable	Assistance	Main role
x.	Tentative layout of the proposed building Plan for testing laboratory (working section wise)	Main role	Assistance
xi.	Item-wise details of proposed laboratory equipment with specifications and cost as per **Annexure-III**	Main role	Assistance
xii.	Itemwise and cost-wise details of proposed Technical Civil Work (TCW) and Furniture & Fixtures (F&F) as per **Annexure-IV**	Main role	Assistance
xiii.	Itemwise list of existing equipment with complete details as per	-	Main role

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Sl. No.	Description	MECON	JUT
	Annexure-V		
xiv.	Notarized Affidavit on Rs.100 non-judicial stamp paper as per **Annexure-VI**	-	Main role
xv.	Compilation of the Proposal	Assistance	Main role
xvi.	Preparation of presentation regarding proposal to the PAC	Assistance	Main role
2.	**IMPLEMENTATION STAGE**		
(i)	Capital Cost for Technical Civil Work, Furniture & Fixtures and all other associated infrastructure works or any other cost.	-	Main role
(ii)	Opening of dedicated Bank accounts, Receiving & Managing the Funds received from MNRE		Main role
(iii)	Compensation to MECON for its Engineering Services	-	Main role
(iv)	External Financing, if any	-	Main role
(v)	Penalty, if any, levied by MNRE	-	Main role
(vi)	Detailed plan for execution of the project including assessment of all necessary infrastructure requirement, utility requirement, requirement of space for various testing facilities, etc.	Main role	Assistance
(vii)	Preparation of Tender Specification for procurement of various equipment	Main role	Assistance
(viii)	Tender Evaluation and Recommendations	Main role	Assistance
(ix)	Review/ Approval of Vendor's drawings/ documents	Main role	Assistance
(x)	Supervision of execution of work	Joint responsibility	Joint responsibility
(xi)	All paper works, statutory compliances etc.	Technical Assistance	Main role
(xii)	Recurring Expenses i.e Consumables, Salaries & Wages etc.	-	Main role
(xiii)	Technical and Regulatory approvals	Technical Assistance	Main role
(xiv)	Testing and Certification (accreditation from NABL as per ISO/IEC 17205:2017)	Technical Assistance	Main role
(xv)	Monitoring of Testing Facility after inception. Activities after installation & commissioning of the Facility	Technical Assistance on mutually agreed terms & conditions	Main role
(xvi)	Arranging Manpower for conducting various testing		Main role
(xvii)	Safeguarding Intellectual Property Rights	Technical Assistance	Main role

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