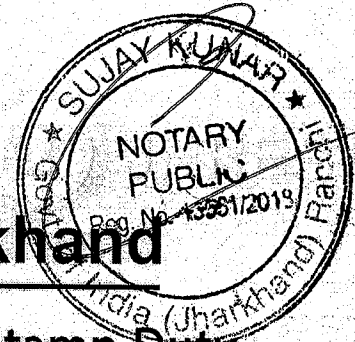
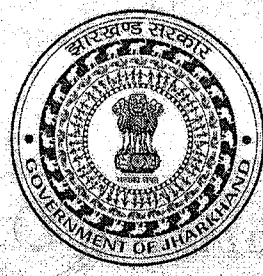


Authorized under Notaries Act-1956  
and Notaries Rules 1956 by  
Govt. of India (Jharkhand)



# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 0e91ba0c151182bf3595

Receipt Date : 16-Nov-2022 11:07:33 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Ranchi

Stamp Duty Paid By : S L HARIKUMAR

Purpose of stamp duty paid : AGREEMENT

First Party Name : SRI K K JHA

Second Party Name : S L HARIKUMAR

GRN Number : 2214310031

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-: This stamp paper can be verified in the jharnibandhan site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

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 दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

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झारखण्ड केन्द्रीय विश्वविद्यालय, राँची  
Central University of Jharkhand, Ranchi

This Memorandum of Understanding (hereinafter referred to as "MOU") entered into on this 21<sup>st</sup> day of November 2022 by and between:

**Central Coalfields Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Central Coalfields Limited, Ranchi - 834029, Jharkhand, (hereinafter referred to as 'CCL' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the **First party**. **Sri K. K. Jha**, GM (P&P), CCL is representing and signing this MOU on behalf of CCL,

AND

Central University of Jharkhand, Ranchi-835222, Jharkhand, (hereinafter referred to as CUJ which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the **Second Party**. **Prof. S. L. Harikumar**, Registrar, CUJ is representing and signing this MOU on behalf of CUJ

CCL and CUJ are hereinafter individually referred to as the 'party' and collectively as 'parties'.

## WHEREAS

- i. The Central Coalfields Limited (CCL) is a premier coal mining and coal supply company in India having expertise and strength in areas of coal mining.
- ii. The Central University of Jharkhand (CUJ), Ranchi, was established under the Central Universities Act, 2009 to provide instruction and research in various branches of engineering and technology for the advancement of learning and dissemination of knowledge in such branches. The Central University is the only CU in the state. It was established with a mission to empower and unlock the potential of the youth of the region and contribute to the growth of the Nation through research. It's a multi-disciplinary University having both teaching and research facilities.
- iii. Both CCL and CUJ are leading premier national organizations in their respective fields and are desirous of working together as a team to achieve national objectives, undertaken with their best of abilities and maximum mutual cooperation with intent of helping each other for sustainable coal mining in CCL.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THROUGH THE INSTRUMENT OF MOU AS FOLLOWS:**

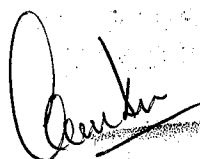
## 1. OBJECTIVES OF THE MOU

*The objective of this Memorandum of Understanding is:*

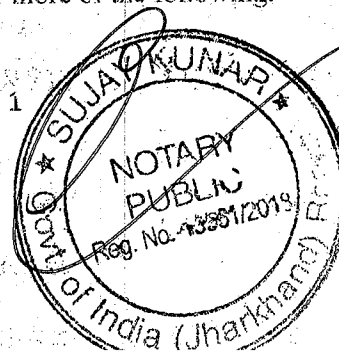
- a) To promote a formal basis for interaction between CUJ and CCL in mutually beneficial areas.
- b) To develop university level connects between CUJ and CCL for reorienting degree curricula.
- c) To conduct various studies & research, undertake pilot projects and feasibility evaluation and build knowledge base leading to Sustainable Coal Mining in CCL.

## 2. PROPOSED MODES OF COLLABORATION

CUJ and CCL propose to collaborate through one or more of the following:



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- a) Sponsoring student projects / fellowships in the area of collaboration in four year Ph.D., two year M.Tech and four-year degree programs at CUJ in the fields of environment, sustainability, green initiatives, energy conservation, clean coal technology and renewables.
- b) Sponsoring employees of CCL for doing Ph.D. degree at CUJ. The eligibility criteria for selection will be as per norms of CUJ.
- c) Training/Education of CCL employees through Continuing Education Programmes conducted by CUJ in areas of interest to CCL.
- d) Training / Education including practical exposure of CUJ faculty, through Faculty Education Programs conducted by CCL in areas of interest to CUJ and CCL.
- e) CCL will assist in co-teaching of courses at CUJ on as and when required basis.
- f) Build capacity to train and unlock the potentials of youth belonging to tribal/deprived community.
- g) Any other appropriate mode of interaction agreed upon between CUJ and CCL within the objectives and areas of collaboration identified in this MOU.

### 3. AREAS OF COLLABORATION

Some of the areas of collaboration between CUJ and CCL have been set out here under:

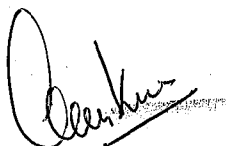
#### i. *Research and Development*

A R&D centre is to be established at CUJ in collaboration with CCL. This R&D centre will be dedicated to R&D activities with focus on technical feasibility studies for modern mining methods, coal beneficiation technologies and monitoring of environmental parameters in mining area and will also assist CCL to promote coal production economically in an eco-friendly manner with due regard to safety, conservation and quality. CCL will sponsor Research fellows, one CCL Chair Professor Position in CUJ. Similarly, CUJ will provide assistance to R&D of CCL in through its research scholars, specialized core facilities available at the institute, etc. In all collaborative R&D Projects between CUJ and CCL, main focus will be on the following areas:

- a) Development of the productive systems for enhancing asset value of the organization
- b) Optimum Utilization of different operational facilitation at CCL by using Operations Research technique
- c) Core Research in technology advancements and their application in the field of advanced mining technologies, coal gasification, coal liquefaction, CBM/CMM and membrane reforming system, carbon sequestration, capture & storage/utilization, Mine water treatment and utilization in domestic and industrial application.
- d) Implementation of new projects and strategic initiatives.
- e) Alternative uses of by-products wastages, eg. OB, e-waste, industrial waste recovery.

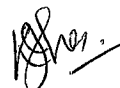
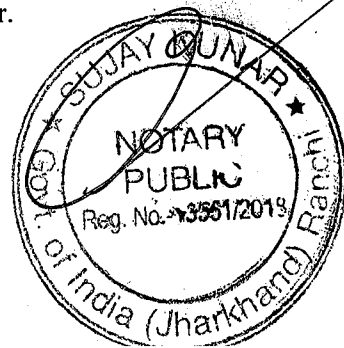
#### ii. *Knowledge partnership.*

CUJ is already engaged in different R&D projects related to Jharkhand state in the field of Environmental Science, Water Engineering & Management, etc. In view of mutual benefit and the interest of mineral conservation, mine productivity and advancements in clean technologies in energy sector, it is important to ensure a strong Industry-Institute Partnership between CUJ and CCL. In this direction, CUJ will serve as '*Knowledge Partner of CCL*' and CCL will serve as '*Industry Partner of CUJ*'. This will facilitate participation of different departments of CUJ in need based ongoing and future R&D Projects/scientific studies of CCL. The Dean (R&D/AA), CUJ and designated Head of CCL, will act as Nodal Officers in this regard on behalf of CUJ and CCL respectively. Engagement of different departments of the University will be ensured by CUJ as per Project requirement of CCL. More thrust will be given on strengthening of interdisciplinary R&D Projects to meet future demand of energy sector.



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### iii. Holding annual events

CCL and CUJ will jointly organize annual events like workshops/seminars/conferences/technical festivals etc. to keep their stakeholders updated with latest technological advancements and to boost their motivational level. Holding National level events should be the focus.

### iv. Corporate Social Responsibility (CSR)

CCL undertakes social upliftment programs in and around the peripheral area of operational units in the state of Jharkhand. As per CSR policy of the company, CCL shall ensure planning and execution of dedicated CSR/welfare projects by involving Incubation Cell of CUJ as and when such need arises.

### v. Corporate Communication

CUJ will assist CCL in corporate communication and brand building endeavour through engagement of faculty and research fellows.

## 4. PROGRAM ADMINISTRATION

A joint Program Committee shall steer and coordinate all the programs. A Program Committee will be formed consisting of two nominees each from CCL and CUJ.

## 5. NON-EXCLUSIVITY

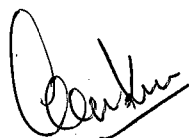
The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

Both the Parties acknowledge that nothing in this MoU:

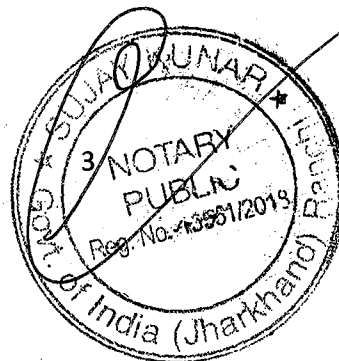
- is intended to create an exclusive relationship between the Parties for the purpose of undertaking any activities relating to the fields described in this MoU;
- will restrict either Parties individual interactions with third parties;
- gives either Party the authority to act on behalf of the other Party;
- forms a legally or financially binding arrangement between them;

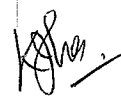
## 6. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, such early termination of this MOU, whether mutual or unilateral will incur no liability, on either Parties and shall not affect the obligations of the parties under any Research Agreement, Confidentiality clause as referenced in clause 7 below, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.



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## 7. CONFIDENTIALITY

- a) During and for a period of the validity of this MOU, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - Is already known or become known to the receiving party
  - Is received from a third party having no obligations of confidentiality to the disclosing party.
  - Is independently developed by the receiving party; or
  - Is required to be disclosed by law or court order.
- c) Other areas of interaction may also be added as per mutual agreement.

## 8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party, a partner, an agent or legal representative of the other for any purpose.

## 9. ASSIGNMENT

It is understood by the Parties that this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

## 10. GOVERNING LAW

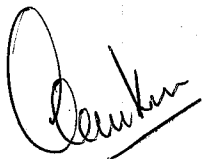
All matters relating to this MoU shall be construed and controlled by the laws of India. The provisions of this MoU are without prejudice to the requirement of the prevailing rules and regulations of the Parties.

## 11. AMENDMENT

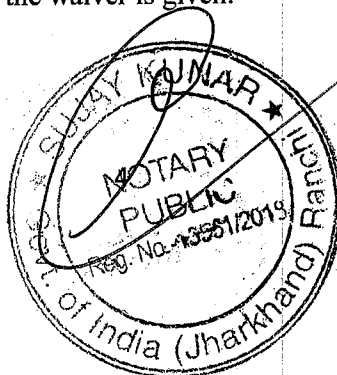
No amendment or change hereof or addition hereto shall be effective or binding upon any of the Parties hereto unless the same is reduced in writing and executed by the Parties hereto.

## 12. WAIVER

Failure of either Party to enforce compliance with any term or condition of this collaboration shall not constitute a waiver of such term or condition or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this collaboration shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.



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### 13. SEVERABILITY

If any Government or administrative body of competent jurisdiction shall find any provision of this collaboration / programme (to be invalid or unenforceable), the invalidity or unenforceability of such provision shall not affect the other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

### 14. NOTICES

All Notices, permitted or required to be made under this MoU shall be in writing and signed by the authorized representatives of the party giving such notices and shall be delivered personally against acknowledgement or by fax or registered mail to the other party at its address set forth herein below or at such addresses, as the other party may subsequently notify.

### 15. INDEMNITIES

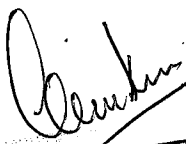
Both the parties will comply with the provisions of all statutes, ordinances, rules and regulations applicable to this MoU and shall obtain all necessary registrations, licenses, approvals and sanction under the laws applicable including all labour and allied legislations. Both the parties shall indemnify, defend and hold each other and its respective officials, directors, employees, successors and assign harmless from and against any claims, expenses, damages and all losses incurred by each party (including reasonable attorney fees), arising from or in connection with this MOU.

### 16. FORCE MAJEURE

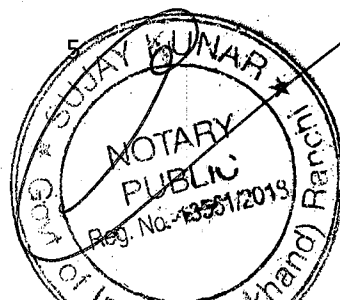
Neither Party shall be held responsible for non-fulfillment of their respective obligations under this collaboration due to the exigency of one or more of the force majeure events. The Party affected by Force Majeure shall give a written notice to the other Party within One (1) month of such occurrence. If the force majeure conditions continue beyond Six (6) months, the Parties shall mutually decide about the future course of action.

Force Majeure means any of the following events or circumstances, whether occurring anywhere in India or specifically in the State Jharkhand where CCL is having its operations, or any combination of such events or circumstances, which are beyond the reasonable control of the affected Party, which could not have been prevented by Good industry practice or by the exercise of reasonable skill and care, and which, or any consequences of which, have a material and adverse effect upon the performance by the affected Party of its obligations under the MoU

- a) Strikes, lock-outs or other, industrial action or labour disputes which are not primarily motivated by the desire to influence the actions of an enterprise so as to preserve or improve conditions of employment;
- b) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, bombs, religious strife, insurrection or civil commotion;
- c) Sabotage, terrorism or the threat of such acts,
- d) Except to the extent that they constitute remedies or sanctions lawfully exercised by a Competent Authority as a result of any breach by the affected Party, its sub-Service Provider, servants or agents of Indian law or any Directive in effect on the date of the MoU, any act of state or other exercise of a sovereign, judicial or executive prerogative by GOI, GOM, or any Competent



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Authority (including expropriation, nationalization or compulsory acquisition and acts claimed to be justified by executive necessity):

- e) Explosions, chemical or radioactive contamination or ionizing radiation (excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Site by the affected Party or those employed or engaged by the affected Party unless it is or was essential for the Work);
- f) Lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tidal waves, whirlwind, storm and other unusual or extreme adverse weather or environmental conditions or action of the elements (excluding, unless exceptionally adverse, the monsoon), meteorites;
- g) Epidemic or plague,
- h) Act of God; and
- i) Any event or circumstances of a nature analogous to the foregoing.

## 17. SUSPENSION OF OBLIGATIONS IN THE EVENT OF FORCE MAJEURE

Without prejudice to the provisions there under for the adjustment of the Guaranteed Completion Date and the Contract Price in the event of Force Majeure, if either Party is prevented or delayed from or in performing any of its obligations under the collaboration by an event of Force Majeure, then it may notify the other Party of the circumstances constituting the Force Majeure and of the obligations performance of which is thereby delayed or prevented, and the Party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligations for so long as the circumstances of prevention or delay may continue. The Parties shall upon the occurrence of a Force Majeure event, agree upon a mutually acceptable extension to the Guaranteed Completion Date, in the manner specified.

## 18. PERFORMANCE TO CONTINUE

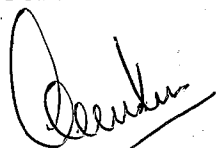
Upon the occurrence of any circumstances of Force Majeure, both the parties shall use all reasonable endeavors to continue to perform its obligations and to minimize the adverse effects of such circumstances. Parties shall notify the other party of the steps it proposes to take including any reasonable alternative means for performance.

## 19. ARBITRATION

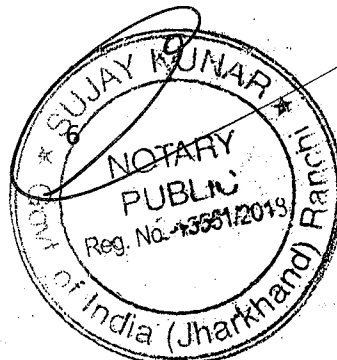
All disputes or differences which may arise between the parties shall be endeavored to be settled by mutual negotiations, failing which all disputes and differences which may arise between the parties hereto as to the meaning, construction, the rights or claims of either party or effect of any of the terms or provisions of this collaboration / MoU or as to the rights or claims of either party shall be referred to the sole arbitrator, mutually agreed by the parties and the decision of such arbitrator shall be binding on all the parties. The arbitration proceedings will be held at CUJ, Ranchi and will be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996, or of any amendments thereto or any re enactment thereto for the time being in force.

## 20. RESEARCH PROJECTS

The Parties agree for participation in research and development projects of mutual interest, which are both of high priority for industry and higher academic value, Unless otherwise agreed upon between the Parties the cost and expenses incurred in conducting the research and development activities shall be solely borne by CCL.



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## 21. INTELLECTUAL PROPERTY

Both the parties shall be the absolute owner of the intellectual property (IP) of projects or activities contemplated by this MoU. All the expenditure of the International MoU will be taken care by the CCL.

## 22. COSTS

This MOU does not constitute any component of financial obligation on CCL and CUJ and their employees/students in any aspect related to this MOU.

**BY SIGNING BELOW**, the parties, acting by their duly authorized officers, has caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.


*For and on behalf of the CUJ*

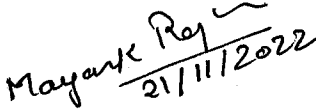
  
Name: Prof. S L Harikumar

Designation: Registrar, CUJ

Date: 21/11/22  
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झारखण्ड केन्द्रीय विश्वविद्यालय, राँची  
Central University of Jharkhand, Ranchi  
Witness on behalf of CUJ:

  
22-11-2022  
Prof. Arun Kumar Padhy  
Dean, R&D, CUJ

  
21/11/2022  
Dr Mayank Ranjan  
Department of English, CUJ

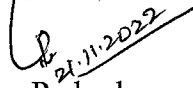
*For and on behalf of CCL, Ranchi*


  
Name: Sri K K Jha

Designation: GM (P&P), CCL

Date: 21/11/22  
महाप्रबन्धक (परिचालन एवं योजना)  
General Manager (P & P)  
सी.सी.एल., राँची  
CCL, Ranchi

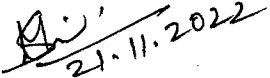
Witness on behalf of CCL:

  
21-11-2022  
Sri Chandra Prakash  
Chief Manager (Min)/P&P, CCL


  
21/11/22  
Sri Nilanjah Chatterjee  
Chief manager (Min)/P&P, CCL

*The coordinators identified for the project activities and for day to day correspondence are as following:*

**On behalf of CUJ:**

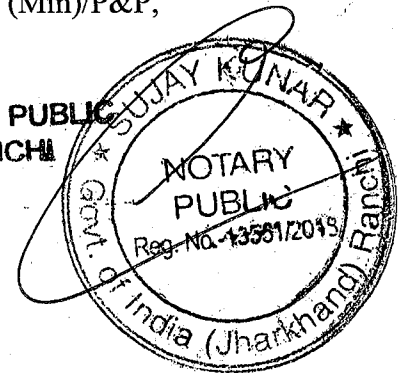
  
21.11.2022  
Prof. Manoj Kumar  
Dept of Environmental Science &  
Dean Academic Affairs, CUJ

**On behalf of CCL:**

  
21/11/2022  
Sri S K Roy  
Chief Manager (Min)/P&P,  
CCL

To be by Saurabh Narayan  
(Adv) JH 198/17  
Signature attested on  
Identification of Lawyer

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