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सत्यमेव जयते

INDIA NON JUDICIAL Government of Gujarat

Certificate of Stamp Duty

Certificate No. : IN-GJ61531238921588X

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Purchased by : GMRICS

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : MOU

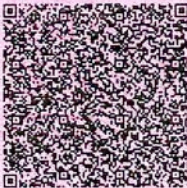
Consideration Price (Rs.) : 0
(Zero)

First Party : GMRICS

Second Party : IIT ISM DHANBAD

Stamp Duty Paid By : GMRICS सत्यमेव जयते

Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the MoU) is entered into on this 21th day of February two thousand twenty-five by and between the Managing Director, GMDC acting through the Chief Executive Officer of GMRICS (hereinafter called "GMRICS," which expression shall mean and include its successors in interests and assigns) on the ONE PART.

AND

The Indian Institute of Technology (Indian School of Mines) Dhanbad, Jharkhand and acting through its Director (hereinafter called the "IIT (ISM) Dhanbad" which expression shall mean and include its successors in interests and assigns) on the OTHER PART.

1.0 Preamble:

1.1 The Gujarat Mineral Research Industrial Consultancy Society (GMRICS) was created as Gujarat Mineral Industrial Consultancy Services Limited (GMICS) by the Gujarat Mineral Development Corporation Limited (GMDC) on 19.09.1999. Subsequently, GMICS Ltd was withdrawn under the easy exit scheme floated under the relevant provisions of the Company Act 1956, transferring all assets, liabilities, and human resources to GMRICS on 16.07.2010. The GMRICS was registered as a society under the Registration of Society and Company Act 1956 and Bombay Public Trust Act 1950 for undertaking Research in the field of geology and mining, detailed assessment of reserves and minerals, identifying mineral-rich areas for commercial exploitation, undertaking market research activities related to mining and create a reliable database on the ancillary works pertaining to mining.

1.2 The Indian Institute of Technology (Indian School of Mines), constituted under the Institute of Technology Act, 1961, is administered through the IIT Council - the apex body, Government of India, under the Chairmanship of Honourable Minister, MoE, for uniform and smooth governance of Pan-IIT in our country. IIT(ISM) is a fully residential technical institute with all modern amenities located in the mineral-rich belt of India in the prime cooking coal city of Dhanbad, Jharkhand. It was established as the Indian School of Mines (ISM) in 1926, in line with the Royal School of Mines, London. IIT(ISM) is an institute of national importance that has rendered invaluable services to the cause of local and global education and societal development in its more than nine-and-half-long decades of existence. Keeping in tune with the changing times, a need has been realised for further expansion and diversification of the institute. IIT(ISM) has

grown into a full-fledged technical Institution with 17 academic departments offering a wide range of courses in Engineering, Sciences, Management, and Humanities & Social Sciences at UG, PG, and PhD levels. IIT(ISM) admits students through IIT-JEE, JAM, and GATE Entrance Examinations in various courses of the respective department.

1.3 Purpose: This MoU outlines the academic collaboration between GMRICS/GMDC and IIT (ISM) Dhanbad. It is not legally binding, and it reflects the intentions of both parties to promote research, education, and training.

2.0 Scope and objectives:

2.1 GMRICS is a society involved in mineral and mining research and has the environment for development and advancement in the earth science sector. This platform can be used for further study and pursuing higher degrees. Therefore, GMRICS encourages students under the New Education Policy 2020 to pursue industrial training and research that will lead to various degrees. B.Sc., M.Sc., M.Tech., Ph.D., and D.Sc. on a topic relevant to its exploration and mining activities. This MOU would help students get involved in skill development as envisaged in NEP-2020.

2.2 The various Societies of GMDC, namely the International Centre of Excellence in Mining Safety and Automation (iCEM), International Centre for Entrepreneurship & Technology (iCREATE), and GMRICS have professional experience in the fields of Geology, Mining, and Management, which can be shared with the students of the IIT ISM Dhanbad in the form of lectures, providing internship and hands-on training aimed at optimum utilisation of resources available with GMDC.

2.3 The IIT ISM Dhanbad is a premier institute since 1926 and offers support in geology, Mining and Mineral Engineering fields to the mineral industry. The institute plans to extend its expertise in the critical mineral field as per government policy. The experts available need to collaborate for working in Gujarat state, especially in the mines of GMDC for Exploration, Mining and Beneficiation. The research activities can continue in a challenging environment where the possibilities of critical minerals are enormous. The Ambadongar REE deposit and Ambaji Cu-Pb-Zn deposits are the prime targets.

2.4 Realizing the above objectives, the Parties hereto have agreed to create a long-term partnership in Research, Education, and Training, including undertaking collaborative Research in the areas of mutual interest supported by funding through the respective institutions according to the broad framework outlined in this Memorandum of Understanding to facilitate advancement of knowledge based on reciprocity based efforts, mutual benefits and regular interactions and monitoring in the following modes of collaboration, within the framework of the rules and regulations of the respective Parties to this MoU:

- a) Exchange of information on Research, Teaching, learning materials, and other literature relevant to the Educational and Research program envisaged under this MoU, such as earth sciences, analytical chemistry, geological-geophysical surveys, mineral exploration, mining, and management, etc.
- b) Joint proposals and engagement in research or training programs while extending invitations to each other's personnel/faculty to participate therein,

- c) providing opportunities for the personnel of both the Parties and the students to use the maximum expertise and facilities available in both Organizations through training and exchange of thoughts and research results, academic Research and training materials, etc.; and
- d) Sharing the experience and expertise of both Parties for mutual benefit.

3.0 Duration of MoU, Extension, and Termination:

- 3.1 This MoU shall be valid for 5 (five) years from its signing.
- 3.2 This MoU may be extended for up to 5 years by mutual consent, which will be in writing.
- 3.3 Either Party may terminate this MoU by mutual consent by giving written notice no less than three months before the desired termination date to the other Party. However, both Parties agree that notwithstanding the termination, all continuing obligations to students, scholars, staff/personnel of both Parties, funding bodies, and other entities under this MoU shall be met entirely after the notice of termination.
- 3.4 The termination of this MoU shall not affect the rights or obligations of either Party regarding any binding offer or firm obligation approved and agreed to by the Parties before the notice of termination.
- 3.5 The termination of this MoU shall not invalidate any of the actions taken by either Party in good faith under the force of this MoU before such notice of termination.

4.0 Amendment/Modification:

No amendment to, or modification of, this MoU may be made except by written mutual consent between the Parties.

5.0 Duties and Responsibilities of GMRICS/GMDC:

- 5.1 GMRICS/GMDC will permit the exchange of resource personnel between GMRICS/GMDC and the IIT ISM Dhanbad for Specialized Lectures and practical demonstrations. GMRICS/GMDC will offer services to the IIT ISM Dhanbad without any honorarium or compensation on a mutual understanding basis.
- 5.2 GMRICS/GMDC will invite teachers and students from IIT ISM Dhanbad to participate in various Seminars, Symposia, and workshops in GMRICS/GMDC Ahmedabad.
- 5.3 GMRICS/GMDC will facilitate the participation of IIT ISM Dhanbad students in pursuing skill development and project work in their laboratory/field areas as per their curriculum. Such students will receive a certificate of participation.

5.4 GMRICS/GMDC will encourage the IIT ISM Dhanbad to undertake research and development projects of their interest, which GMDC will fund if they have commercial values.

6.0 Duties and Responsibilities of the IIT ISM Dhanbad:

6.1 The IIT ISM Dhanbad will permit the exchange of resource personnel between GMRICS/GMDC and the IIT ISM Dhanbad for specialised lectures and practical demonstrations. The Institute will offer services to GMRICS/GMDC without any honorarium or compensation on a mutual understanding basis.

6.2 The GMRICS/GMDC scientists who prefer to pursue research at IIT ISM Dhanbad will be allowed to utilise laboratory facilities, libraries, and resources of the IIT ISM Dhanbad.

6.3 The IIT ISM Dhanbad personnel shall comply with all the requirements, rules, and regulations of GMRICS/GMDC, including safety, health, security, access, and operational practices in GMRICS/GMDC complexes.

6.4 The IIT ISM Dhanbad shall not use GMRICS/GMDC name, logo, etc., for publicity through any public media like the press, radio, television, internet, etc., without prior written permission from GMRICS/GMDC authorities. This clause also mutatis mutandis applies to the scholars, students, contractors, sub-contractors, consultants, advisors, etc., of the IIT ISM Dhanbad, and IIT ISM Dhanbad shall be vicariously liable for any breach of this condition by any of these functionaries, in addition to these functionaries being individually liable for such breach.

7.0 Financial and Other Obligations:

7.1 This MoU does not commit any specific financial obligation or liability to either Party. Each Party shall be responsible for its costs concerning all matters relating to the collaborations under this MoU except to the extent mentioned explicitly. All the expenses for the implementation of the program under this MoU incurred/to be incurred by the Parties, such as travel expenses, personal expenses per day, expenses on accommodation, health, etc., shall be borne by the respective Party. However, in the case of invited lectures, all such costs of the invitee shall be borne by the inviting host party. In case of external funding of any program under this MoU is considered necessary, either Party, by mutual consultation, may explore the same.

7.2 Nothing in this MoU constitutes or shall construe a Party as the other Party's partner, agent, employee, or representative. A Party to this MoU must not act independently of the other Party and does not have the right or power to commit the other Party on any matter or to incur any obligation on behalf or pledge the credit of the other Party without the prior written approval of the other Party.

8.0 Confidentiality and Non-Disclosure of Information:

8.1 The Parties to this MoU agree that, in general, there is no intention to share confidential or proprietary information in any collaboration under this MoU. At the same time, all information

and documents to be exchanged under this MoU will be kept confidential by the parties and used subject to such terms as each Party may specify. The parties will not use the information for purposes other than that specified without the prior written consent of the other Party.

8.2 It is further agreed that in the event of any need to share or disclose any such information for implementation of the program under this MoU, all such information shall remain the exclusive property of the disclosing Party. The parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest, or right to the Recipient regarding any intellectual property right of the other Party.

8.3 Unpublished information, whether oral, in writing, or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provision of this MoU will not be transmitted to any third party unless otherwise agreed to by the parties in writing and unless due approval of the competent authority in GMRICS/GMDC is conveyed explicitly in writing.

8.4 The provisions of this clause shall continue to be in force even after the expiry or termination of this MoU, except to the extent of information as may be brought into the public domain by way of lawful publication of research results, etc.

8.5 Any infringement of the "Official Secrets" under Section 5 of the Official Secrets Act, 1923, and rules made thereunder by the students/scholars and employees of the Parties or by any contractor, sub-contractor, consultant, advisor or the employees of the contractor/Agency will invite penal consequences under the legislations as mentioned earlier. This clause shall also mutatis mutandis apply to the scholars, students, contractors, sub-contractors, consultants, advisors, etc., of the IIT ISM Dhanbad shall be vicariously liable for any breach of this condition by any of these functionaries, in addition to these functionaries being individually liable for such breach.

9.0 Indemnification in Case of Liabilities:

In case of any accidental death or injury or loss, including loss of property, of any kind to the students/scholars/employees of each Party or to any other person engaged by either Party for this MoU while in the premises of the other Party / or during joint field traverses, neither Party nor its employees shall have any liability to the other Party or towards such students/scholars/employees. Each Party, as a result of this, indemnifies the other in this regard.

10.0 Co-ordination and Monitoring:


GMRICS/GMDC and the IIT ISM Dhanbad will nominate and designate one person from each Party responsible for coordinating and implementing this MoU. A joint committee comprising two members from each Party and the nominated coordinators shall monitor the academic benefits to both the institutions and the progress of the achievements during the implementation of this MoU. It shall recommend courses of action from time to time.

11.0 Intellectual Property (IP):


IP generated through this collaboration will be jointly owned (50:50) by GMRICS /GMDC and IIT (ISM) Dhanbad. Both parties can use the IP for non-commercial academic and research purposes without additional consent. For commercial use, a separate agreement will define revenue sharing and responsibilities. Patent filing costs will be shared equally unless agreed otherwise.


12.0 Dispute Resolution:


Disputes will be resolved through mutual discussion between the signing authorities. If unresolved, they will be referred to a joint committee with representatives from both parties. The committee's decision will be final.



(Prof. Sagar Pal)
Dean (R&D), IIT-ISM
Dhanbad

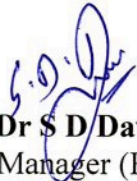
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