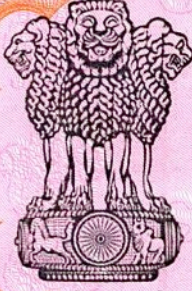




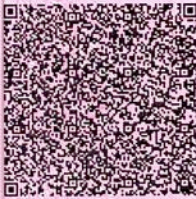
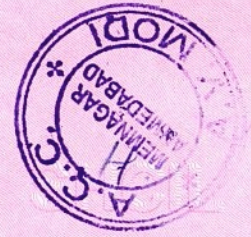
IN-GJ67559266847466X



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Gujarat**  
**Certificate of Stamp Duty**

**Certificate No.** : IN-GJ67559266847466X  
**Certificate Issued Date** : 03-Mar-2025 12:55 PM  
**Account Reference** : IMPACC (AC)/ gj13121011/ GULBAI TEKRA/ GJ-ÅH  
**Unique Doc. Reference** : SUBIN-GJGJ1312101146080121315828X  
**Purchased by** : GMRICS  
**Description of Document** : Article 5(h) Agreement (not otherwise provided for)  
**Description** : AGREEMENT  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : GMRICS  
**Second Party** : THE MAHARAJA SAYAJIRAO UNIVERSITY OF BARODA  
**Stamp Duty Paid By** : GMRICS सत्यमेव जयते  
**Stamp Duty Amount(Rs.)** : 300  
(Three Hundred only)



IN-GJ67559266847466X

**GG 0000897473**

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the MoU) is entered into on this 6<sup>th</sup> of March 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 Maharaja Sayajirao University of Baroda, Vadodara, established under the The Maharaja Sayajirao University of Baroda Act, 1949 and acting through its Registrar (herein after called the "University" 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 Maharaja Sayajirao University of Baroda (MSU) is a leading residential public funded university located in the state of Gujarat in India. The university was established in 1949 and currently has 14 faculties and 3 colleges with around 40,000 students. MSU has been consistently rated in the top Indian universities by leading reputed agencies. The university is a NACC Accredited (A+) and offers undergraduate, post-graduate and doctoral programs in a large number of areas and fields. MSU has a very strong research base in various fields of arts and culture, business, medicine, social work, science and technology. Many of our departments are internationally acclaimed and receive grants from many major funding agencies. The university is very proud of its highly accomplished international alumni residing across the world. MSU has very active international academic collaborations with well known universities and institutions.

#### 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 University in the form of lectures, providing internship and hands-on training aimed at optimum utilization of resources available with GMDC.

- 2.3 Similarly, The Department of Geology at the Maharaja Sayajirao University of Baroda MSU) is well known nationally and internationally as a centre of excellence and learning for high quality teaching and cutting edge research in different branches of geological sciences. Over the years, the department has gained a reputation as a major contributor to the frontline research in earth sciences in the country.

The department is known for producing high quality research publications in reputed national and international journals. The faculty members have excellent academic credentials and are recognized for guiding research students of the department and other geo-scientists from several government and non-government organisations. The benefit of academic and infrastructural strength of the department will facilitate the GMDC scientists to pursue their doctoral research in the department. The expertise available in the department will be extended to GMDC by way of collaborative research, workshops, seminars etc.

- 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, or 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 University for Specialized Lectures and practical demonstration. GMRICS/GMDC will offer services to the University without any honorarium or compensation on a mutual understanding basis.

- 5.2 GMRICS/GMDC will invite teachers and students from the University to participate in various Seminars, Symposia, and workshops in GMRICS/GMDC Ahmedabad. No registration fee will be charged upto five participants approved by the University authorities.
- 5.4 GMRICS/GMDC will facilitate the participation of M.Sc. students (Geology Discipline) in pursuing skill development and project work in their laboratory/field areas for one to two months. Such students will receive a certificate of participation.
- 5.5 GMRICS/GMDC will encourage the University to undertake research and development projects of their interest, which GMDC will fund if necessary.
- 5.6 GMRICS/GMDC will support quality research by providing research supervisor on the areas of their interest. The M.S.University of Baroda may consider research supervisors identified by GMRICS/GMDC subject to the terms and conditions complying the statutory norms of the university.

## **6.0 Duties and Responsibilities of the University :**

- 6.1 The University will permit the exchange of resource personnel between GMRICS/GMDC and the University for specialised lectures and practical demonstrations. The University will offer services to GMRICS/GMDC with honorarium or compensation to resource personnel as per the norms of the university.
- 6.2 The University will recognise GMRICS/GMDC as a Research Collaboration Institute. The GMRICS/GMDC scientists who prefer to pursue Research at the University will be permitted as per the statutory norms prescribed by the University. Such scholars will be permitted to utilise laboratory facilities, library, and online resources of the University subject to the terms and conditions of the university.
- 6.3 The University 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 Either party shall not use name, logo, etc., of other party for publicity through any public media like the press, radio, television, internet, etc., without prior written permission. This clause also mutatis mutandis applies to the scholars, students, contractors, sub-contractors, consultants, advisors, etc., of the University and GMRICS/GMDC and the University and GMRICS/GMDC 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 on 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 University, and the University 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, indemnify the other in this regard.

#### **10.0 Co-ordination and Monitoring:**

GMRICS/GMDC and the University 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 further courses of action from time to time.

#### **11.0 Intellectual Property Rights :**

- 11.1 Each party acknowledges that the participating researchers may engage only in general, collaborative activities involving basic, non-proprietary research during exchange visits under this MoU. The parties do not intend for the participating researchers to create or develop new intellectual property as a result of such visits. If intellectual property is created or developed by participating researchers under this MoU. The parties will negotiate in good faith to resolve the issues including but not limited to ownership, responsibility for patent or other statutory protection and licensing.
- 11.2 If specific collaborative research projects are identified by either party, the same shall be decided by mutual discussions. In such an event, the parties to this MoU shall enter into a separate written agreement ("Specific Collaborative Research Project MoU") before commencing any research activity, setting forth therein all the requirements, each party's contributions, deliverables and commitments. Such Specific Collaborative Research Project MoU will also delineate the Parties rights and obligations and will address, among other things, sources of funding and intellectual property rights. Each party shall inform its Participating Researchers that they are responsible for reporting to their respective Coordinating officer regarding any proposed specific collaborative research projects that may arise from their visits and their interactions with one another under this MoU, prior to initiating projects or applying jointly for external funding for such projects. Each Party shall inform its Participating Researchers of their obligations to abide by all regulations, policies and procedures of their employing institutions regarding the disclosing and handling of intellectual property and developed technologies that may arise under this MoU or under any Specific Collaborative Research Project MoU.

## 12.0 Jurisdiction of Courts :

The Courts having jurisdiction at Ahmedabad and the Honourable High Court for the State of Gujarat at Ahmedabad shall have the exclusive jurisdiction on matters arising out of this MoU.

## 13.0 Arbitration :

- 13.1 Notwithstanding clause 12.0 herein above, any differences of opinion, disagreement or dispute arising out of or in the course of implementation of this MoU, shall be amicably settled by mutual discussions between the Heads of both the Parties to this MoU. In the event no settlement could be arrived at by mutual discussions as above, the differences of opinions, disagreement or dispute shall be referred to the sole Arbitration of an Arbitrator appointed by Hon'ble Vice-Chancellor of the university in consultation with Secretary, Government of Gujarat, Directorate of Geology and Mining. The award of the Arbitrator shall be final and binding on the parties of this MoU.
- 13.2. Performance under this MoU shall not be or stand suspended or terminated due to initiation or continuation of any arbitration proceeding and no payment due under this MoU to any Party shall be withheld unless such payment constitutes the subject of such arbitration proceedings. The venue of arbitration shall be such as the arbitrator at his discretion may determine.
- 13.3. Subject as aforesaid, the Arbitration and Conciliation Act 1996, and the rules there under and any statutory modifications thereof for the time being in force shall apply to the arbitration proceedings under this clause. However, all payments due to GMRICS/GMDC will be made during the period of dispute, unless that itself is the point of dispute.
- 13.4. In this clause the expression "Secretary, Government of Gujarat, Directorate of Geology and Mining" includes if there be no such Secretary, Government of Gujarat, Directorate of Geology and Mining who is for the time being the Administrative head of the Directorate of Geology and Mining, whether in addition to other functions or otherwise.

**14.0 Force Majeure :** Neither of the Parties hereto shall be considered in default in performance of the obligations hereunder, if such performance is prevented or delayed because of any act of God caused by reasons beyond the reasonable control of such Party and in such an event, the agreed time of completion of obligation under this MoU shall stand extended by a period equal to the period of delay so caused.



**(Dr. D. K. Sinha)**  
CEO

GMRICS/GMDC, AHMEDABAD



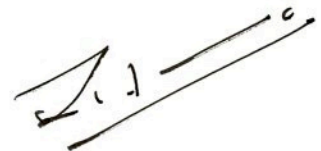
**(Dr. K.M. Chudasama)**  
Registrar

The M.S. University of Baroda



**(S. K. Joshi)**

General Manager (Geology), GMDC  
Member GMRICS, Ahmedabad  
(Witness-1)



**(Prof. H.R. Kataria)**  
Dean, Faculty of Science  
(Witness)



**(Dr. S. D. Dav)**

General Manager (HR), GMDC  
Director (Admin.) GMRICS, Ahmedabad  
(Witness-2)