



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : a83a941d9d07fbc64c39

Receipt Date : 05-Apr-2023 02:46:37 pm

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 : IMS RANCHI UNIVERSITY

Purpose of stamp duty paid : AGREEMENT

First Party Name : CCL RANCHI JHARKHAND

Second Party Name : IMS RANCHI UNIVERSITY

GRN Number : 2316564041

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इस रसीद का उपयोग केवल एक ही दस्तावेज़ पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज़ पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

[Signature] 12/4/2023

MUKUNDA CHANDRA MALLA
17.04.2023

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Central Coalfields Limited (CCL)

Ranchi, Jharkhand

AND

Institute of Management Studies (IMS)

Ranchi University, Ranchi

This Memorandum of Understanding (hereinafter referred to as "MOU") entered into on this 7 day of April, 2023 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 Partha Bhattacharjee**, GM (HRD), CCL is representing and signing this MOU on behalf of CCL.

AND

Institute of Management Studies (IMS), **Ranchi University, Ranchi-834008**, Jharkhand, (hereinafter referred to as IMS 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**. **Dr. Mukund Chandra Mehta**, Registrar, Ranchi University is representing and signing this MOU on behalf of IMS, Ranchi University, Ranchi.

CCL and IMS 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. Institute of Management Studies (IMS), Ranchi, was established in the year 2002 as a constituent unit of Ranchi University for imparting high quality education in the field of business management. The Institute has since then made rapid strides and has today emerged as one of the better-known management institutes in the region.
- iii. Both CCL and IMS are leading premier government organizations in their respective fields and are desirous of working together as a team to achieve better management talents with sound industry exposure.

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 provide summer internship to 120 MBA students of IMS every year (30 in each for finance, HR, marketing & IT) by CCL.

2. PROPOSED MODES OF COLLABORATION

CCL and IMS propose to collaborate as follows:

- a. CCL will be facilitating summer internship to 120 MBA students of IMS every year (30 in each for finance, HR, marketing & IT)

3. AREA OF COLLABORATION

- i. *Summer internship to MBA students:* CCL will provide summer internship to 120 MBA students of IMS every year (30 in each for finance, HR, marketing & IT) which is mandatory part of the course curriculum of students as per the UGC guidelines.

4. TERMS AND CONDITIONS:

- a. CCL will provide summer internship to 120 MBA students of IMS every year (30 in each for Finance, HR, Marketing & IT).
- b. The internship will be provided preferably in the months of June to August (during their summer vacation) every year.
- c. Internship will be provided to only those students who will be nominated for the same by the institute.
- d. CCL will not provide any stipend/remuneration for the same.
- e. Students will not be provided any leave during their training period except in case of exigencies for which permission will be required from competent authority.
- f. The students will have to arrange for his/her own accommodation, transport, fooding, lodging etc.
- g. Any representation/claim for job/job preference by virtue of undergoing this training in CCL will not be entertained.
- h. Information/data collected during this training period shall not be used for any other purpose except for academics.
- i. Students will be posted in CCL HQ or Production area as per the availability of seats.
- j. 10. Other terms and conditions as per the CCL rule will be applicable.

5. PROGRAM ADMINISTRATION

A joint Program Committee shall steer and coordinate the programs. A Program Committee will be formed consisting of two nominees each from CCL and IMS, Ranchi University, Ranchi.

6. 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.

7. 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:

- a. 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;
- b. will restrict either Parties individual interactions with third parties;
- c. gives either Party the authority to act on behalf of the other Party;
- d. forms a legally or financially binding arrangement between them;

8. 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 4 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 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.

18. SUSPENSION OF OBLIGATIONS IN THE EVENT OF FORCE MAJEURE

Without prejudice to the provisions there under for the adjustment of the Guaranteed Completion Date 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.

19. 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.

20. 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 IMS, 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.

21. INTELLECTUAL PROPERTY

Both the parties shall be the absolute owner of the intellectual property (IP) of the activities contemplated by 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 IMS, R. U

Mukund Chandra Mehta
17.04.2023

Name: Dr. Mukund
Chandra Mehta
Designation: Registrar, Ranchi
University
Date: 17.04.2023

For and on behalf of CCL, Ranchi

Sri Partha
17/4/2023

Name: Sri Partha
Bhattacharjee,
Designation: GM (HRD),
CCL.
Date: 17-4-2023

Witness on behalf of IMS, R.U:

Singh
17/04/2023
Dr. Smriti Singh
Dy. Director, CVS, Ranchi University

Witness on behalf of CCL.:

Sri John Kujur
17/04/2023
Sri John Kujur
Chief Manager (P), HRD, CCL

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

On behalf of IMS, R.U:

Neelu Kumari
17/04/23
Dr. Neelu Kumari
Course Coordinator IMS, R.U

On behalf of CCL.:

Akhilesh
17/04/23
Sri Akhilesh Kumar
Dy. Manager (M), HRD, CCL