



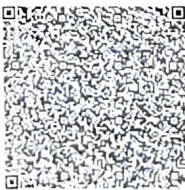
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INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No.	: IN-GJ59046993598638W
Certificate Issued Date	: 06-Sep-2024 04:56 PM
Account Reference	: IMPACC (AC)/ gj13121011/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference	: SUBIN-GJGJ1312101134628458885622W
Purchased by	: CEO GMRICS
Description of Document	: Article 5(h) Agreement (not otherwise provided for)
Description	: MOU
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CEO GMRICS
Second Party	: KSKVKU KACHCHH
Stamp Duty Paid By	: CEO GMRICS
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 23rd September two thousand twenty-four 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 Krantiguru Shyamji Krishna Verma Kachchh University (KSKVKU), established under The Gujarat Act No. 5 of 2003, further modified following Gujarat Public Universities Act, 2023 (Gujarat Act No. 15 of 2023) and acting through its Vice-Chancellor (hereinafter called the "KSKVKU" 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 Subsequently, GMICS Ltd was withdrawn under the easy exit scheme floated under the relevant provisions of the Company Act 1956, transferring all assets, liabilities, and human resources to GMRICS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 Krantiguru Shyamji Krishna Verma Kachchh University (KSKVKU) is a distinguished statefunded institution and the sole university in the Kachchh district, the largest district in India. It derived its name from Shyamji Krishna Verma, a notable leader who played a significant role in India's independence movement. Situated in a unique geographic location on the Indian subcontinent, the university is surrounded by diverse landscapes, culturally rich communities, historical and archaeological sites, unique geological landscape, minerologically rich and serves as a critical area near the Indo-Pak border. It is also a thriving hub for business and tourism on a global scale. Since its establishment in 2004 with eight affiliated colleges, the university has experienced remarkable growth. Currently, it houses 16 postgraduate departments on campus and has expanded its reach to include 50 affiliated colleges. The university offers a wide range of disciplines, such as Arts, Commerce, Science, Education, Law, and Medicine, attracting over 25,000 students from the Kachchh region and various states across India. Recognized under UGC 2(f) and awarded the prestigious 12(B) certification by the UGC in 2018, the university maintains high standards in line with esteemed institutions across the state and the nation. It is also actively working towards obtaining accreditation from the National Assessment and Accreditation Council (NAAC) in the near future. Currently, the university employs over 35 permanent/contractual faculty members and more than 55 permanent/contractual administrative staff members, all dedicated to the progress and elevation of the university at national and international levels. Recent initiatives, including the implementation of the National Education Policy 2020 as directed by the Government of India, have further enhanced the university's academic environment and align it with contemporary educational standards. In 2023,

the Government of Gujarat implemented the Gujarat Public Universities Act, 2023, with the aim of improving governance, academic standards, and higher education across the state. Among the ten universities in Gujarat, the KSKVKU was also included in this act.

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 KSKVKU in the form of lectures, providing internship and hands-on training aimed at optimum utilization of resources available with GMDC.
- 2.3 The KSKVKU is a multidisciplinary institution offering expertise and experience across a range of science subjects, including Geology, Environmental Science, Chemistry, Microbiology, Physics, Mathematics, Zoology, and Botany. The university's Geoscience Department has completed numerous research projects in various fields of earth science, with funding from reputable government organizations such as ISRO, DST, MoES, and GUJCOST. In addition to its research activities, the KSKVKU also provides specialized field geology and instrumentation training programs for academicians, researchers, and industry professionals of national and international repute. Furthermore, the KSKVKU has conducted short-term courses and trainings directed by the Government of Gujarat, aimed at promoting the career advancement of government employees in the Geology discipline. The university is also positioned to share its existing scientific facilities, expertise, and administrative support with the GMDC-GMRICS organization, fostering collaboration and knowledge-sharing in the geosciences.
- 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 KSKVKU for Specialized Lectures and practical demonstration. GMRICS/GMDC will offer services to the K KSKVKU without any honorarium or compensation on a mutual understanding basis.
- 5.2 GMRICS/GMDC will invite faculties and students of KSKVKU to participate in various Seminars, Symposia, and workshops in GMRICS/GMDC Ahmedabad.
- 5.4 GMRICS/GMDC will facilitate the participation of KSKVKU students 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 KSKVKU 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. Such research supervisors identified by GMRICS/GMDC shall be acceptable and binding on the KSKVKU.

6.0 Duties and Responsibilities of the K.S.K.V. Kachchh University, Bhuj:

- 6.1 The KSKVKU will permit the exchange of resource personnel between GMRICS/GMDC and the KSKVKU for specialised lectures and practical demonstrations. The University will offer services to GMRICS/GMDC without any honorarium or compensation on a mutual understanding basis.
- 6.2 The KSKVKU will recognise GMRICS/GMDC as a Research Centre to pursue Research leading to M.Sc./Ph.D./D.Sc. The GMRICS/GMDC scientists who prefer to pursue Research at the K KSKVKU will be given relaxation from the mandatory coursework prescribed by the University. Such scholars will be permitted to utilise laboratory facilities, library, and online resources of the KSKVKU.
- 6.3 The KSKVKU 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.

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- 6.4 The KSKVKU 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 KSKVKU, and the KSKVKU 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 KSKVKU and the KSKVKU 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.

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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 KSKVKU 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.

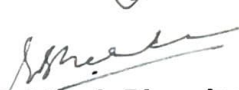

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