

Prof. K.V. RAO

Programme Director,
Petroleum Courses
Jawaharlal Nehru Technological University Kakinada
Kakinada - 533 003 A.P.



Mobile : 91 93489 88669
Office : 91 77025 91555
0884 2375566
Fax : 0884 - 2300901
E-mail : profkvrao@gmail.com

15.11.2016

To
Dr. Ch. Sai Babu
Registrar, JNTUK
Kakinada

Dear Sir,

Sub: MOA between JNTUK, Kakinada and ITP, Kuala Lumpur, Malasia

I have attached a copy of the MOA and a note on it for your records.

Best regards

Yours sincerely

(K. V. Rao)

A NOTE ON MOA BETWEEN JNTUK, KAKINADA AND ITP, KUALA LUMPUR, MALAYSIA

Jawaharlal Nehru Technological University Kakinada (JNTUK) has recently signed a Memorandum of Agreement (MOA) with Institute of Technology Petronas, Kuala Lumpur, Malaysia which owns and manages Universiti Teknologi PETRONAS (UTP), Perak, Malaysia for postgraduate Research Internship Programme.

The agreement is valid for two years. Under this agreement, Mr. Sayani Jai Krishna Sahith, a student of M.Tech. Pipeline engineering of the Department of Petroleum Engineering & Petrochemical Engineering, UCEK (A), JNTUK will be going to UTP to work in a research project entitled "Investigation of Optimum Welding Parameters for Oil and Gas Pipeline Welding using Soft Computing Techniques for a period of three months starting from November 22, 2016. The programme will be coordinated by Prof. K.V.Rao, Programme Director, Petroleum Courses, JNTUK and the Center for Student Internship, Mobility and Adjunct Lectureship at Universiti Teknologi PETRONAS.

The agreement will be taken forward in the coming two years by designing specific collaborative programmes that include internship, project work, short term research/training and online teaching programmes for the undergraduate students of petroleum engineering and petrochemical engineering.

Universiti Teknologi PETRONAS (UTP) is Malaysia's leading university dedicated to the creation of knowledge in the fields of science, engineering and technology, with a strong emphasis on innovative research and development. UTP is the only private university in Malaysia with 6-star rating in Malaysia Research Assessment Instrument for Research, Development, and Commercialization and rated a 4-star institution by Quacquarelli Symonds (QS), with a maximum five-star rating in five areas out of eight, namely employability, internationalization, innovation, facilities and access.

The UTP conducts extensive research activities in collaboration with PETRONAS and other institutions and industries locally and abroad focusing on nine niche areas. They are Enhanced Oil Recovery, Carbon Dioxide Management, Deep water Technology, Nanotechnology, Green Technology, Biomedical Technology, Hybrid Energy Systems, Intelligent Cities and Sustainable Resources.

MEMORANDUM OF AGREEMENT

FOR

POSTGRADUATE RESEARCH INTERNSHIP PROGRAMME

BETWEEN

INSTITUTE OF TECHNOLOGY PETRONAS SDN. BHD. (352875-U)

AND

**JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY KAKINADA
(JNTUK)**

This Agreement dated this 18th day of October 2016 is made between the following parties:

Institute of Technology PETRONAS Sdn. Bhd. [Company No. 352875-U], a company incorporated in Malaysia and having its registered address at Tower 1, PETRONAS Twin Towers, Kuala Lumpur City Centre, 50088 Kuala Lumpur (hereinafter referred to as "ITPSB") which owns and manages **Universiti Teknologi PETRONAS** (hereinafter referred to as "UTP"), a private higher learning institution established under the Private Higher Educational Institutions Act 1996, located at Bandar Seri Iskandar, Perak, Malaysia of the first part; and

The Jawaharlal Nehru Technological University Kakinada (JNTUK), located at Kakinada, East Godavari District, Andhra Pradesh established by the Govt. of Andhra Pradesh wide A. P. Act. 30 of 2008 with the postal address JNTUK, Kakinada-533003, East Godavari, A.P. India herein after referred as "JNTUK") of the second part.

Collectively referred to as "the Parties" or individually as a "Party" as the context may require.

WHEREAS the Parties hereby agree to work cooperatively to implement the Postgraduate Research Internship Programme (hereinafter referred to as "Programme") under the following terms and conditions:

1. SCOPE OF THE AGREEMENT

- 1.1 This Agreement is intended to set out the agreed terms between the Parties as well as their duties and obligations in relation to the Programme.
- 1.2 The Parties hereto shall endeavour in good faith to implement this Agreement and shall cooperate with each other with due diligence, efficiency, and in conformity with sound scientific management and financial practice.
- 1.3 It is not the intention of the Parties to create nor shall this Agreement be deemed or construed to create a partnership, joint venture, association, trust or fiduciary relationship or to authorize the other Party to act as an agent, servant or employee for any other Party.
- 1.4 The specific details of the Programme shall be as particularized in Appendix 1 of this Agreement.

2. DURATION, TERMINATION AND WITHDRAWAL

- 2.1 This Agreement shall come into effect on the date of signing and remain in force for a period of two (2) years.
- 2.2 Both Parties may, within thirty (30) days prior to the expiry of the two-year duration, consider extending this Agreement on mutually agreed terms.
- 2.3 Either Party may terminate or withdraw from this Agreement for any reason whatsoever by giving not less than one (1) months' written notice to the other Party notifying its intention to terminate or withdraw from this Agreement.

3. INTELLECTUAL PROPERTY

This Agreement does not transfer any interest in Intellectual Property. All issues relevant to the ownership of Intellectual Property, including Background Intellectual

Property and Foreground Intellectual Property will be determined in separate written agreements as and when the need arises.

4. CONFIDENTIALITY

- 4.1 Neither Party shall disclose, divulge, and make public, for whatever purpose or reason any information received from the other Party and marked or interpreted as "Confidential Information" by the Party disclosing the information, without specific written permission of that Party. "Confidential Information" shall mean any and all information, data, design, memoranda, models, prototypes, and/or other material whether of scientific, technical, commercial, financial or other nature, furnished to or obtained by a party from the other party under this Agreement in written, oral or other tangible form clearly marked or designated as "Confidential" or by words of similar import during the internship. Information communicated by a disclosing party orally or visually shall be summarized in writing, marked "Confidential" and delivered to the receiving party within fourteen (14) days of such communication.
- 4.2 This confidentiality commitment is a continuous obligation from the coming into force of this Agreement and shall survive for four (4) years beyond the expiration or termination of this Agreement.
- 4.3 However, this confidentiality obligation shall not apply to the Confidential Information which:
- i. is or has become obsolete or already in public domain without any breach of the provisions in Article 4 herein; or
 - ii. is already in the possession of a Party prior to the execution of this Agreement; or
 - iii. is independently developed or obtained by a Party; or
 - iv. is obtained by a Party from any third party without confidentiality obligations; or
 - v. the court of competent jurisdiction or any governmental or regulatory body orders to disclose the Confidential Information, provided however, that such disclosure is limited to that which is required to be disclosed.

5. LIABILITY AND WARRANTY

The Parties shall exercise all reasonable skill, care and diligence in the discharge of its obligations hereunder, but its liability to the other Party for any damage or loss of whatever nature sustained by the other Party arising out of the performance or non-performance of any such obligation by or on behalf of the Party required to discharge such obligation shall be limited to cases of negligence or default on the part of that Party.

6. INDEMNITY

- 6.1 The Parties shall indemnify and hold each other harmless from any and all loss or liability for any and all claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties and costs, including without limitation reasonable attorney's fees, costs and disbursements arising from any personal injury, death or damages of any third party caused by each Party's respective performance of the Programme under this Agreement.
- 6.2 Neither of the Parties shall be liable to the other for any indirect, incidental, special or consequential loss or damages (including but not limited to loss of profits, revenue or

business) resulting from or in any way related to this Agreement, or the termination of this Agreement.

7. FORCE MAJEURE

Neither Party shall be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond its reasonable control, including but not limited to acts of God, epidemics, pandemics, riots, civil disturbances, wars, states of belligerency or acts of the public enemy, strikes, work stoppages, or the laws, regulations, acts or failure to act of any governmental authority ("Force Majeure Event"). In the event that performance under this Agreement is prevented for a continuous period of two (2) months or longer by any Force Majeure Event, either Party shall have the right to terminate this Agreement forthwith by written notice to the other Party.

8. USE OF LOGO AND TRADEMARK

Subject always to the prior written consent of the other Party, the Parties may use or display the corporate name or any trade mark or name of the other Party for the sole purpose of advancing and promoting activities under this Agreement but limited only for used in advertisements, promotions or communication in newspaper, magazine, leaflet, internet, intranet or any form of advertisement as agreed by the Parties.

9. NOTICES

All correspondences between the Parties and all notices to be given pursuant to this Agreement shall be written in the English Language and sent by facsimile at the addresses set forth, to the attention of the following:

If to ITPSB: Universiti Teknologi PETRONAS
32610 Bandar Seri Iskandar
Perak
(Attention: Head, Center for Student Internship, Mobility and Adjunct Lectureship)

If to JNTUK: Jawaharlal Nehru Technological University Kakinada
Department of Petroleum Engineering
University College of Engineering, Kakinada
Kakinada – 533 003, A.P., India
(Attention: Prof. K. V Rao, Programme Director, Petroleum Courses)

10. MISCELLANEOUS

- 10.1 No Party shall assign its rights or interest in this Agreement, either totally or partially, without the prior written consent of the other Party.
- 10.2 This Agreement and its Appendices shall constitute the entire understanding between the Parties with regard to the subject matter herein, and supersedes all previous communication and understandings between the Parties.
- 10.3 This Agreement may not be modified, amended or discharged except as expressly stated in this Agreement or by a written agreement signed by an authorized representative of each Party.

- 10.4 All disputes or differences between the Parties with respect to anything arising out of or relating to this Agreement which cannot be settled amicably shall be settled by arbitration in accordance with the Arbitration Act 2005.
- 10.5 This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in two (2) original copies through their duly authorized representatives as of the day and year first above written, each Party keeps one (1) original hereof respectively.

**For and on behalf of
Institute of Technology PETRONAS Sdn. Bhd.**

Signed by)
Datuk Ir (Dr) Abdul Rahim Haji Hashim)
Vice Chancellor and MD/CEO)



Witnessed by)
Assoc. Prof. Dr. Ku Zilati Ku Shaari)
Head, Centre of Student Internship,)
Mobility and Adjunct Lectureship)

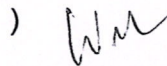


**For and on behalf of
Jawaharlal Nehru Technological
University Kakinada**

Signed by)
Dr. Ch. Sai Babu)
Registrar, JNTUK)



Witnessed by)
Dr. G. V. R. Prasada Raju)
Principal,)
University College of Engineering (A),)
Kakinada)



Dr. G.V.R. PRASADA RAJU
PRINCIPAL
University College of Engineering, Kakinada
Jawaharlal Nehru Technological University Kakinada
Kakinada-533 003

APPENDIX 1:

DETAILS OF THE POSTGRADUATE RESEARCH INTERNSHIP PROGRAMME

1. Objective of the Programme

The Postgraduate Research Internship Programme aims to complement and enhance students' knowledge and understanding learned at the university by requiring the students to undergo research work in collaboration with international institutions prior to the completion of their studies.

2. Status of the Research Student(s)

It is understood between the Parties that the Postgraduate Research Internship Student (the "Research Student") is conducting work under the Programme as part of his/her academic requirement, and is not, in anyway, conducting work for the benefit of either Party or in return for any remuneration from either Party. The Research Student shall be regularly monitored by the respective Supervisors.

3. List of Research Student(s)

No.	Student Name	Passport No.	Project Title
1.	Sayani Jai Krishna Sahith	L8930284	Investigation Of Optimum Welding Parameters For Oil And Gas Pipeline Welding Using Soft Computing Techniques

4. Duration of the Programme

The duration of the Programme shall be for three (3) months commencing from 01 October 2016 until 30 December 2016.

5. Coordination

The Programme will be coordinated by the Prof. K. V. Rao, Programme Director, Petroleum Courses at Jawaharlal Nehru Technological University Kakinada and the Centre for Student Internship, Mobility and Adjunct Lectureship at Universiti Teknologi PETRONAS.

6. Responsibilities of the Research Student(s)

- a. Each Research Student shall pay tuition and other related fees to their Home Institution and the Host Institution hereby agrees to exempt these students from payment of the same at the Host Institution.
- b. Each Research Student shall be responsible for their own airfare, books, living expenses, and health insurance coverage as required by the institutions. In the event that the Host Institution shall provide housing or other living expenses, it will charge the Research Student the prevailing fee for those services.

7. Discipline of the Research Student

- a. The Research Student shall, at all times, abide by all applicable rules, regulations, policies and procedures of the host institution, including but not limited to work schedule and health and safety rules.
- b. In the event of a breach of any rules, regulations, policies and procedures of the host institution by any Research Student, the host institution shall immediately inform the home institution, in writing, the details of the alleged breach together with the evidence and information pertaining to the breach for disciplinary action by the home institution.

8. Supervision of Research Student(s)

During the Programme, each Party agrees to appoint the following personnel to oversee the conduct and progress of the Research Student:

ITPSB's Supervisor: Dr. Srinivasa Rao Pedapati
Associate Professor
Department of Mechanical Engineering
Email Address: srinivasa.pedapati@petronas.com.my

JNTUK's Supervisor: Prof. K.V.Rao
Program Director of Petroleum Courses
Email Address: profkvr@gmail.com

(Collectively referred to as the "Supervisors")

9. Confidentiality Obligations

- a. The home institution shall ensure that each Research Student is duly informed and made to understand the Confidentiality Obligations as detailed out in Article 4 of the Agreement.
- b. Additionally, the home institution shall ensure that the Research Student is duly informed and made to understand that the Research Student is bound by the following export regulations:
 - i. That the Research Student agrees not to export or re-export, or cause to be exported (i) any technical information received from the host institution under this Agreement, or (ii) any direct products using such technical information, to any country to which such export or re-export is restricted or prohibited by laws of Malaysia, United States or any other countries without obtaining prior authorization from the competent governmental authorities as required by those laws.
 - ii. That the Research Student agrees that any technical information to be provided hereunder by the host institution shall be used solely for the purpose of the Programme and that it shall not be applied in particular, to any design, development, production, stockpiling or use of the weapons or missiles to deliver any such weapons, nor for any use supporting these weapons activities.

- iii. That the Research Student agrees that such technical information and/or products using such technical information shall not be sold or disposed of to any party intending or likely to use them for activities as specified above.

10. Materials for the Research Student(s)

- a. The host institution shall provide the items necessary for the Research Student to perform their assigned tasks for the Programme including but not limited to desks, chairs, personal computers, documents, stationeries and other materials during the duration of the Programme.
- b. The Research Student may submit e-Journals via the network and internet facilities provided by the host institution, however, the materials shall be subject to the Confidentiality Obligations as stipulated in this Agreement and shall be subject to the approval of the Supervisors.

11. Liability of the Host Institution

The host institution shall not be responsible for any injury or death of the Research Student unless such injury or death is caused by negligence of the host institution while the Research Student is at the research location during the research hours.

(END OF APPENDIX 1)