



उत्तर प्रदेश UTTAR PRADESH

DG 841761


Agreement

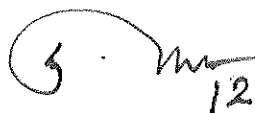
The Agreement has entered on January 12, 2017 between ONGC FOUNDATION FOUNDATION, a Trust incorporated under the Indian Trusts Act 1882, having its registered office at Pandit Deendayal Upadhyaya Urja Bhavan, Plot No. 5A & 5B, Nelson Mandela Marg, Vasant Kunj, New Delhi - 110 070 having PAN AAATO4581A (hereinafter referred to as 'Foundation' which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest and permitted assigns

AND

University of Lucknow, a statutory State University, under Uttar Pradesh State Universities act, 1973, and having its office at Badshah Bagh Lucknow-226007 (hereinafter referred to as University of Lucknow) WHEREAS University of Lucknow is involved in the work of higher education, research and extension and submitted to ONGC for a proposal Centre of Advanced Studies, (hereinafter referred to as the "Project")

WHEREAS ONGC FOUNDATION is a public charitable trust set up by ONGC FOUNDATION to carry out charitable activities for the benefit of general public including CSR activities of ONGC FOUNDATION group of companies.


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WHEREAS to implement the Project, University of Lucknow has sought additional financial assistance of **Rs.10 Crore** from ONGC FOUNDATION for **construction of new academic block at the campus of University of Lucknow**, which ONGC FOUNDATION has agreed to, on mutually agreed terms and conditions here in after provided.

NOW THEREFORE, in consideration of the aforesaid and the mutual promises between the Parties under this Agreement, the Parties hereto agree as follows:

01. Scope: as described particularly in Annexure I.

Title of the Project: The Project shall be named "**ONGC Centre of Advanced Studies**". The project activities shall be done in collaboration with ONGC Academy, Dehradun. The ONGC Academy shall implement and monitor the project activities.

02. Assistance by ONGC FOUNDATION:

ONGC FOUNDATION shall grant total financial assistance of **Rs.10 Crores** to **University of Lucknow**. The payment shall be released in phases as detailed in Annexure II.

03. Utilization of Funds:

University of Lucknow shall utilize the funds only for achieving the objectives of this AGREEMENT. It will meticulously maintain records of receipt and expenditure related to this Agreement. The funds to be transferred in the following Bank Account:

Name of Account: ONGC Center of Advanced Studies


Account No: 33637478377

Bank Name: State Bank of India

Branch: University of Lucknow

IFSC Code: SBIN0014906

University of Lucknow shall submit all requisite documents along with report to ONGC FOUNDATION as per Annexure II along with fund utilization status for the funds received during the period, duly signed by their Chartered Accountant/**Finance Officer through Govt. appointed Registrar**. ONGC FOUNDATION shall have the right and permission of University of Lucknow at all time to depute its officers: representatives, to visit the offices of University of Lucknow for inspection of its books of accounts as well as to audit the accounts to ascertain the manner in which the funds have been used and University of Lucknow will extend provide all necessary cooperation to officer/representatives so deputed, including access and disclosure of such document.


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In case of any unutilized grants, the same should be returned to or utilized in the way as suggested by ONGC FOUNDATION.

ONGC FOUNDATION may conduct, at its own cost, third party Impact Assessment study for the Project, as per the Department of Public Enterprises guidelines, University of Lucknow will provide all the necessary records and assistance as sought by the Impact Assessment Agency.

04. Publicity:

ONGC logo shall be displayed appropriately by UNIVERSITY OF LUCKNOW at CREATED INFRASTRUCTURE AND BUILDING. The title of the Project i.e. "ONGC Centre of Advanced Studies shall appear in all the hoardings, press reviews, write-ups and other publications, if any such opportunity is availed by UNIVERSITY OF LUCKNOW. ONGC FOUNDATION will have the right to publicize and promote their role in the Project for their promotional activities.

05. Indemnity:

UNIVERSITY OF LUCKNOW agrees to indemnify and keep ONGC FOUNDATION indemnified and hold harmless ONGC FOUNDATION and their respective directors, officers, employees, representatives against all civil and criminal liabilities, demands and/or claims whatsoever, including claims for nor being in compliance with the provisions of applicable laws, rules, regulations and guidelines, and also against any losses, damages or expenses suffered or incurred that may be suffered or incurred by ONGC FOUNDATION ' any reason whatsoever in relation to this Project.

UNIVERSITY OF LUCKNOW shall be solely responsible for any matter concerning employment / engagement in the Project. UNIVERSITY OF LUCKNOW shall keep ONGC FOUNDATION indemnified against any claims and legal expenses arising out of any employment dispute raised by those engaged in relation to this Project.

06. Monitoring:

Project Monitoring Group: The Project Monitoring Committee (PMC) shall consist of members, **nominated by UNIVERSITY OF LUCKNOW & ONGC.** The Project Monitoring Committee shall be responsible for overall review and monitoring of the Project.

ONGC FOUNDATION shall also have the right and permission of UNIVERSITY OF LUCKNOW to depute its officers and representatives, to visit the actual Project site for inspection of the progress made in the Project at any time during the term of this Agreement. Any lapses found during the inspection shall be brought to the notice of UNIVERSITY OF LUCKNOW who shall. Immediately upon receipt of such notice, reply to ONGC FOUNDATION the reason for such Lapses and shall immediately rectify the lapses, failing which ONGC FOUNDATION shall have the right to stop the release of funds to UNIVERSITY


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OF LUCKNOW and report the matter to the Concerned Ministry/Relevant Statutory Authorities/Organization.

07. Progress Report:

UNIVERSITY OF LUCKNOW will provide progress report in proper format and frequency to ONGC FOUNDATION in regard to providing assistance.

08. Term:

This Agreement shall come into force from the date of signing and remain valid for a period of 02 years unless terminated earlier by the Parties. The Agreement may be extended for such further period as may be mutually agreed to by the Parties.

09. Force Majeure:

Each of the party hereto shall be excused from the performance of its obligation by Force Majeure and such excuse shall continue as long as the condition constituting such Force Majeure continues. The parties claiming force majeure will inform the other party about the condition within 72 hour of the occurrence leading to force majeure. "Force Majeure" includes causes beyond the control of any party, including without limitation, acts of God, acts, regulations or laws of any government, war, civil commotion, destruction of office facilities or materials by fire, earthquake, flood or storm, terrorism, Epidemics and failure of public utilities.

10. Termination:

(1) This Agreement shall automatically terminate on the expiry of the period of TWO years as provided in the clause above unless extended by the Parties by mutual consent.

(2) Parties may terminate the Agreement after giving a notice of thirty (30) days to the to the other Party at its intention to terminate the Agreement.

(3) If force majeure conditions continues for period more than three month at a stretch, then the Agreement shall stand terminated.

(4) In the event of termination of the Agreement under sub-clause 2 above, UNIVERSITY OF LUCKNOW shall transfer back the unutilized funds to ONGC FOUNDATION.

11. Amendment:

Any Amendment to this Agreement shall be valid and binding on the Parties only if it is made in writing and signed by duly authorized representative of each Party.

12. Notices:

Both Parties shall appoint their respective Nodal Officers with intimation to other party.


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All notices and other communications shall be sent to the address of each Party set forth below-

ONGC FOUNDATION:

ONGC FOUNDATION LTD.
PANDIT DEENDAYAL UPADHYAYA URJA
BHAVAN, PLOT NO. 5A & 5B, NELSON MANDELA
MARG, VASANT KUNJ, NEW DELHI - 110 070

UNIVERSITY OF LUCKNOW:

UNIVERSITY OF LUCKNOW
BADSHAH BAGH, LUCKNOW-226007
UTTAR PRADESH

13. Resolution of Disputes:

1) Any dispute or difference between the Parties out of or in connection with this MOU including the validity thereof shall at first instance be resolved amicably through negotiations or discussions between the Parties.

2) If the dispute remains unresolved, then the same shall be taken up by the Heads of both the Parties or their duly authorized representatives; who shall strive to resolve the dispute amicably.

3) If the dispute is not resolved amicably same shall be referred for conciliation as specified under Annexure -III part A


4) In the event, Parties fail to resolve their dispute/differences amicably, it shall be referred to arbitration in accordance with the provisions contained in Annexure-III, Part B of this Agreement.


4) For Private Party:

In the event, Parties fail to resolve their dispute/differences amicably, it shall be referred to arbitration in accordance with the provisions contained in Annexure III of this Agreement , {Only for AGREEMENT s where ONGC FOUNDATION funding exceeds Rs.5 lacs.)

5) Where other Party is a Government Body/PSU.

In the event; Parties fail to resolve their dispute /differences amicably, it shall be referred to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-charge of the Bureau of Public Enterprises, The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause.


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The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt, of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

14. Governing Law and jurisdiction:

This Agreement shall be governed and construed in accordance with the laws of India. The courts in Delhi shall have exclusive jurisdiction over any matter arising out of this Agreement.

IN WITNESS THEREOF, the Parties agree and acknowledge to the aforesaid terms and conditions of the Agreement.

Name:

For and on behalf of ONGC FOUNDATION:

ONGC Foundation Trust

Authorised Signatory

Name:

For and on Behalf of

UNIVERSITY OF LUCKNOW:

Finance Officer
Lucknow University, Lucknow

Witnesses:

1.

[Signature]
S.Y. Akhtar
SE (EST)

2.

[Signature]
Smriti
SR. HRE-GR

Witnesses:

1.

[Signature]
(Prof. J.K. Sharma)

2.

[Signature]
(Sanjeev Kr. Singh)
Sr. Asstt.
CRO, LU -

Annexure I

SCOPE OF THE AGREEMENT


01. Background:

- i. The Vice Chancellor of University of Lucknow had submitted proposal in 2013 for setting up "ONGC Centre of Advanced Studies". As per the approval of the Board of ONGC initial financial assistance is to the tune of Rs 10 Crore (including service tax) from ONGC FOUNDATION. The construction was executed by NBCC, which started in April, 2015. The total cost of the Project is Rs.25.10 Crore.
- ii. The building plan of four-story building has the approval of Lucknow Development Authority (LDA).
- iii. The new "ONGC Centre of Advanced Studies" shall facilitate in establishing Institute of Hydrocarbon Energy and Geo- resources, Institute for Development of Advanced Computing, Center of Innovation for Development Studies, Institute of Wild life Sciences, Institute for Food Processing and Technology, Institute for Water quality for all Stakeholders, Institute for Nutrition and Health and Institute for Studies in Human Diseases etc.

02. Institute of Hydrocarbon, Energy and Geo-resources shall be set up on first floor:

- i. The Institute shall generate Infrastructural and Academic facilities in the fields of Hydrocarbon Energy and Geo-resources looking into the future scenario for national development. It is envisaged that through the programmes, additional manpower development with specialized skill based knowledge in the fields of conventional energy and geo-resources would be a stepping stone for developing a self-sufficient nation.
- ii. All the programmes are as per the existing UG, PG and other courses of the University in their broad framework as per UGC regulations. The formulation of these courses shall be designed in such a way so that there is no overlapping of themes or courses, are upgradable and caters to Undergraduate, Postgraduate students, Researchers and Professionals. These courses would lead to development of newer technologies in the fields of Hydrocarbon Energy and Geo-resources, which would eventually provide inherent input to the national development both academically and technologically through the proposed Institute. New Researches through this Institute shall be available to the Oil Industry, Energy and Geo-resource based Industries in the years to come.
- iii. All the programmes that would be undertaken by the Institute shall have strong linkage with ONGC. Faculty Interaction with ONGC Professionals under the General charter of ONGC Foundation in association with ONGC Academy shall be the focal point of all the


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programmes. Joint organization of Trainings, Workshops, Conferences and Short Term Courses in the Fields of Hydrocarbon Energy and Geo-resources shall be done for greater ONGC and University of Lucknow partnership. ONGC Academy shall monitor the project and visit University of Lucknow as and when required.

03. The courses can be added or deleted as per requirement with the approval of respective academic bodies of the University and consultation with ONGC. The details of courses are given in the table below:

Sl. No.	Courses	Qualifications	Duration	Intake	Impact
1	Masters in Petroleum Geosciences	Graduate with Geology/ Chemistry/ Physics	2 years	20	Generating trained manpower for Hydrocarbon industry in the light of future scenario
2	Condense Course in Geology / Petroleum Geosciences/ Water Resources	Graduate with non-Geoscience subjects	1 year	30	Providing opportunity to students of other streams to have overview about Geology subject, leading them to plunge into Petroleum Industry
3	Certificate Courses in Petroleum Geophysics/ Sequence Stratigraphy / Petroleum Geochemistry/ Water Resources	UG or PG in any Geoscience stream	6 months	30	Providing opportunity to students of Geoscience streams to have special training about specialized subject on Elementary level which are not usually taught in UG/ PG programmes, leading them to plunge into Petroleum Industry
4	Diploma Courses in Petroleum Geophysics/ Sequence Stratigraphy/ Petroleum Geochemistry/ Water Resources	UG or PG in any Geoscience stream	1 year	30	Providing opportunity to students of Geoscience streams to have special training about specialized subject on Professional level, leading them to plunge into Petroleum Industry with expert knowledge
5	Short Term Courses in Petrography/ Stratigraphy/ Structural Geology Tectonics/ Field	UG or PG in any Geoscience stream	6 months	30	Providing opportunity to students of Science streams to have special training about specialized subject on Elementary level which

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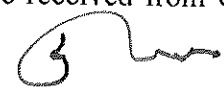
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	Geology/ Geotechnical Studies/ Micropaleontology/ Sedimentology/ Water Resources/ Water Pollution				are not usually taught in UG/ PG programmes, leading them to plunge into Petroleum Industry
6	Training Programme / Refresher Courses in Petrography/ Stratigraphy/ Structural Geology Tectonics/ Field Geology/ Geotechnical Studies/ Micropaleontology/ Sedimentology/ Water Resources	UG or PG in any Science stream or for Professionals from other Institutions	1 Month (4-5 Weeks) with Field Work	20	Providing opportunity to students of Science streams to have special training about specialized subject on advanced level with focus on Field Training
7	Skill Development Workshops	UG or PG in any Science stream or for Professionals from other Institutions	1 Month (4-5 Weeks) with Field Work	20	Providing opportunity to students of Science streams and professionals from other branches to have special training skills related to petroleum and Geoscience based equipments, materials, management and planning
8	Specialized Lecture Programme • Energy Sector • GIS & Remote Sensing • Sequence Stratigraphy • Water Resources • Climate Change • Structural Geology • Economic Geology • Gemstones	UG or PG in any Science stream or for Professionals from other Institutions	1 / 2 days	30	Providing opportunity to persons of Science streams to have special training about specialized subject on advanced level with focus on experience of Specialists/ Technocrats by sharing their knowledge by interaction

The above courses under the Institute of Hydrocarbon Energy and Geo-resources shall be conducted in the new "ONGC Centre of Advanced Studies".

ii. For construction of ONGC Centre of Advanced Studies, a sum of Rs. 19.68 Crore has been paid by the University of Lucknow to NBCC including Rs. 8.34 Crore received from ONGC.


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Additional fund is sought from ONGC for making further payment of Rs. 5.42 Crore to NBCC and to transfer the remaining fund to University fund against their expenditure made for this project. The breakup of amount is as given below:

Sl. No.	Details	Amount in Crore
1	Total Project Cost	25.10
2	Financial support from ONGC FOUNDATION	10.00
3	Balance fund requirement (including outstanding bills of Rs. 5.42 Crore)	15.10

As the building is already named as "ONGC Centre of Advanced Studies", no Specific mileage is being sought by ONGC for additional funding of Rs.10 Crore, hence service tax is not applicable. However, University of Lucknow, as gesture of goodwill and as a matter of their standard practice, has offered acknowledgement to ONGC's support in the form of following:

- All the activities and courses offered under the ONGC Centre of Advanced Studies, they shall provide preference to ONGC sponsored personnel
- Admission to various courses and programmes offered by the institutes of the Centre for the ONGC employees and sponsored candidates shall be on preferential basis
- Their faculty shall serve as resource person for workshops/seminars, interactive sessions on the topic of mutual interest with ONGC
- The experts from ONGC shall also be an integral part of all the academic activities of ONGC Centre of Advanced Studies and shall be an asset for the academia- industry interaction
- All seminars / conferences shall provide an opportunity to give visibility to CSR contributions of ONGC.
- The exposure to these programmes shall enrich the knowledge base and also broadens their horizons for value creation in their respective fields of endeavour
- The Centre is open to share the research learning and publications with ONGC.



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Annexure II

Milestone linked project activity & disbursement of fund

Installment	Timeline	Milestone to be achieved	Contribution by ONGC FOUNDATION (Rs.)	Proof /Documents to be submitted by University of Lucknow
I Installment	Start of the Project	Signing of agreement	Rs.8 Crore	Submission of Demand letter/ invoice.
II Installment	After 2 month	After submission of requisite documents.	Rs.2 Crore	PMC visit report and utilization certificate in respect of I installment of funds duly certified by Chartered Accountant/Finance Officer through Registrar University of Lucknow Submission of Proof of payments made to NBCC Bills.



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Annexure- III Part AResolution of disputes through conciliation by OEC:

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same may first be referred to conciliation through Outside Expert Committee ("OEC") to be constituted by CMD, ONGC FOUNDATION as provided hereunder:

1. The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
2. CMD, ONGC FOUNDATION shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by ONGC FOUNDATION who shall together be referred to as OEC (Outside Experts Committee).
3. Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
4. The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof.
5. OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
6. Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through



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circulation. This settlement agreement shall have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

7. The parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.
8. The parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the conciliation proceedings,
 - (a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
 - (b) admissions made by the other party in the course of the OEC proceedings;
 - (c) proposals made by the OEC;
 - (d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the OEC.
9. The parties shall present their case before OEC only through their in-house executives. Neither party shall be represented by a lawyer unless OEC specifically desires that some issue of legal nature is in dispute that needs to be clarified / interpreted by a lawyer.
10. OEC members shall be entitled for the following fees and facilities:

Sl. No.	Fees/ Facility	Entitlement	To be paid by
1.	Fees	Rs. 10,000 per meeting subject to maximum of Rs. 1, 00, 000 for the whole case. In addition, one OEC member chosen by OEC shall be paid an additional amount of Rs. 10,000 towards secretarial expenses in writing minutes / OEC Recommendations.	Claimant
2	Additional Fee for attending meeting to authenticate	Rs. 10,000	Claimant



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	the settlement agreement		
3	Transportation in the city of the meeting	Luxury car or Rs. 1,500 per day	Claimant
4	Venue for meeting	ONGC FOUNDATION conference rooms/Hotels	ONGC FOUNDATION
Facilities to be provided to the out-stationed member			
5	Travel from the city of residence to the city of meeting	Business class air tickets/ first class train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.	Claimant
6	Transport to and fro airport / railway station in the city of residence	Luxury car or Rs. 2,000	Claimant
7	Stay for out stationed members	5 Star Hotel	ONGC FOUNDATION
8	Transport in the city of meeting	Luxury car or Rs. 1500 per day	Claimant

11. All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.

12. If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.


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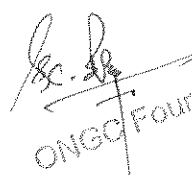

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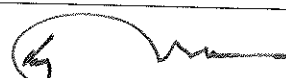
ANNEXURE -III (Part-B)ONGC FOUNDATION ARBITRATION CLAUSE

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of arbitrator	Appointing authority
Up to Rs. 50 lacs	Sole Arbitrator to be appointed from a panel of retired officers from ONGC FOUNDATION/other PSU/Non-PSU organisations.	ONGC FOUNDATION. [Note: ONGC FOUNDATION will forward a list containing names of five retired officers from ONGC FOUNDATION/other PSU/Non-PSU organisations to the other party for selecting one from the list who will be appointed as sole arbitrator by


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		ONGC FOUNDATION]
Above Rs. 50 lacs to Rs.5 crore	Sole Arbitrator to be appointed from a panel of retired Jurists	ONGC FOUNDATION [Note: ONGC FOUNDATION will forward a list containing names of five jurists to the other party for selecting one from the list who will be appointed as sole arbitrator by ONGC FOUNDATION]
Above Rs. 5 crore	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. ONGC FOUNDATION will appoint its arbitrator from the panel of jurists.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause, including the fees schedule provided herein. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of ONGC FOUNDATION and/or is a retired officer of ONGC FOUNDATION / any other PSU. However, neither party shall appoint its serving employee as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.


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6. Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the arbitrators):
Up to Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by the arbitrator(s), for reasons to be recorded in writing, with the consent of the parties.

8. Arbitrators shall be paid fees at the following rates:

Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of pleadings, case material, writing of the award, secretarial charges etc.) payable to each arbitrator (to be shared equally by the parties)
Up to Rs 50 lac	Rs. 10,000 per meeting subject to a ceiling of Rs. 1,00,000/-
Above Rs 50 lac to Rs 1 crore	Rs. 1,35,000/- plus Rs. 1,800/- per lac or a part thereof subject to a ceiling of Rs. 2,25,000/-
Above Rs. 1 Crore and upto Rs. 5 Crores	Rs. 2,25,000/- plus Rs. 33,750 per crore or a part thereof subject to a ceiling of Rs. 3,60,000/-
Above Rs. 5 Crores and upto Rs. 10 Crores.	Rs. 3,60,000/- plus Rs. 22,500/- per crore or a part thereof subject to a ceiling of Rs. 4,72,500/-
Above Rs. 10 Crores	Rs. 4,72,500 plus Rs. 18,000/- per crore or part thereof subject to a ceiling of Rs. 15,00,000/-


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9. If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20 % of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete.
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. Each party shall pay its share of arbitrator's fees in stages as under:

- (i) 20% of the fees on filing of reply to the statement of claim.
- (ii) 40 % of the fees on completion of pleadings.
- (ii) 20% of the fees on conclusion of the final hearing.
- (iii) 20% at the time when award is given to the parties.

11. Each party shall be responsible to make arrangements for the travel and stay etc of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, ONGC FOUNDATION shall make all necessary arrangements for his travel/ stay and the expenses incurred shall be shared equally by the parties.

12. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

13. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

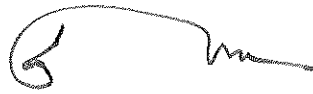

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Finance Officer
Lucknow University, Lucknow

14. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.



Foundation Trust
Authorised Signatory



Finance Officer
Lucknow University, Lucknow