



தமிழ்நாடு தமில்நாடு TAMILNADU

26.07.2024 B.S. ABDUR RAHMAN CRESCENT

INSTITUTE OF SCIENCE & TECHNOLOGY  
Chennai

DL 406668

Ph: 2746514

**D. VIJAYAKUMAR (SV)**  
24, NELLIKUPPAM ROAD,  
GUDUVANCHERY - 603 202  
L.No. 9578/A/2000/07-09-2000

### Memorandum of Understanding

This Memorandum of Understanding (Hereinafter referred to as "MoU") is entered into on this 25<sup>th</sup> day of October 2024.

Between

**M/s. Petra Oil DMCC** having its office at No. 202, Ascon House, Salahuddin Road, Deira, Dubai, United Arab Emirates (Hereinafter referred to as "**POB**", which expression unless repugnant to the context or meaning thereof, shall include its successors-in-interest and permitted assigns) represented by its **CEO, Mr. Sulaiman Musaddique**, on the **one part**;

And

**B.S. Abdur Rahman Crescent Institute of Science and Technology (Formerly B.S. Abdur Rahman University)**, Vandulur, Chennai- 600 048, a deemed University established under section 3 of UGC Act 1956, having its location at Seethakathi Estate, GST Road, Vandulur, Chennai- 600 048 (hereinafter referred to as **BSACIST**, which expression unless repugnant to the context or meaning thereof, shall include their respective legal representatives, heirs, successors-in-interest and permitted assigns), being represented by its Registrar, B.S. Abdur Rahman Crescent Institute of Science and Technology on the **other part**.

Hereinafter **POB** and **BSACIST** are collectively referred to as the "**Parties**" or, individually, a "**Party**" where the context so permits or requires.

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## I. PREAMBLE

Whereas, Petra Oil DMCC is an international bitumen trading company with offices around the world. It is a part of the Buhari Holding Group of Companies which was Established in the 1920's by Buhari Alim. The company is now in the 4<sup>th</sup> generation of operations with a global turnover of over 2 billion USD. The parent company has offices in over 80 countries and a combined workforce of 20,000 with a specialty in the field of Civil and Mechanical construction. Petra Oil was established as the bitumen manufacturing and trading division of the group. The company is headquartered in Dubai, United Arab Emirates, the company has representative offices in Singapore, Malaysia, and in Africa. Petra Oil is uniquely positioned to focus on downstream activities from post-production to point-of-sale. Petra Oil is the best Bitumen Manufacturer and Suppliers, Asphalt Suppliers in the Global.

**Whereas** BSACIST, which is a legally registered education institution which offers programs in diverse disciplines viz. Engineering and Technology, Architecture, Arts & Science, Law and Pharmacy, and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in technology by undertaking various research activities for the benefit of society and country.

Whereas, both POB and BSACIST, now,

- a) Recognize the importance of research and development in the areas of transportation engineering (in particular highway engineering), sustainable urbanization, industrial and infrastructure and sustainable development;
- b) Appreciate the need for the creation of a large reservoir of highly qualified manpower in all fields related to all streams of engineering including highway engineering, transportation engineering, construction engineering and management, infrastructure engineering, structural engineering, geotechnical engineering, smart buildings and smart cities, sustainability engineering, environmental engineering and other areas of engineering; and
- c) Desire to enhance their efforts by joining their expertise and resources.

**Intend** to form a synergistic academia-industry framework on an ethical and professional manner for promoting development and growth of excellent, high-skilled & quality manpower in the fields of engineering, technology and science with a focus on civil engineering and other branches of engineering, technology and science.

**Now, therefore** with the objectives of ushering and strengthening better industry-academic linkages for mutual benefit, which both POB and BSACIST hereby acknowledge, POB and BSACIST hereby agree as under:



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## II. SCOPE OF THE MoU AND SPECIFIC OBJECTIVES

This MoU is intended for taking up various collaborative activities between BSACIST and POB aimed at closing the gap between academia and industry, specifically in the areas of Civil Engineering. Both the parties have the common interest of training the students and making them industry-ready by the time they come out of the Institution. Both the parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.

POB and BSACIST shall encourage interaction between the POB executives and BSACIST faculty members, research scholars and students, ethically and professionally through the following arrangements, on mutual consent and approvals of both Parties as appropriate.

- i) Joint guidance of student projects in civil engineering, construction engineering and management, infrastructure engineering, structural engineering, environmental engineering, building science & technology, and other areas of mutual interest at BSACIST by POB executives, and faculty of BSACIST as per rules and regulations of both Parties.
- ii) The dedicated and competent personnel on both sides (Parties) shall act as the consultant/outsourcer and Technical supporter to one another at all technical, administrative, management and R&D areas.
- iii) BSACIST shall consider providing opportunities for POB staff for enhancing the professional qualifications by offering the various academic programs as applicable and if eligible.
- iv) Human resources at both sides shall be strengthened by way of conducting workshops/lectures/study camps at regular intervals.
- v) Practical training of BSACIST students at POB and vice-versa;
- vi) Participation of POB executives in BSACIST research and technical programmes;
- vii) Participation of BSACIST faculty and students in POB projects;
- viii) POB shall conduct campus interviews and recruit students of BSACIST for employment if deemed fit and need for recruitment exists. POB will freely engage the student manpower for any of their R&D activities at their works under various schemes like mini/major projects to benefit both sides equally. POB shall consider eligible students of the undergraduate (UG) / postgraduate (PG) programme of the Department of Civil Engineering, School of Infrastructure, BSACIST for internships and projects on a paid or non-paid basis as per the convenience of the company.





- ix) POB shall assist BSACIST in developing expertise of the faculty in taking up consultancy activities of the Department of Civil Engineering, School of Infrastructure by linking the industry with the faculty members as needed, engaging the faculty members for their consultancy activities as per the need of POB.

This MoU is intended specifically to establish a Bitumen Testing Laboratory at the Institute premises for the benefit of students, research scholars, construction firms, and by large the society. This MOU includes the planning, development, equipment procurement, and operational setup of the laboratory. The specific objectives in this regard are:

- To design and establish a Bitumen Testing Laboratory on par with International Standards at BSACIST.
- To develop the laboratory infrastructure including interior setup, equipment identification, procurement and installation by providing financial support and mentoring.
- To ensure that the infrastructure of Bitumen Testing Laboratory meets all relevant standards for bitumen testing.
- To provide training and support for the effective operation of the laboratory.
- To mentor and facilitate the Institute in identifying clients (both government and private firms), working out operational model for executing testing & consultancy works on bitumen including monetizing process, for the benefit of the Institute.

### III. RESPONSIBILITIES FOR ESTABLISHING BITUMEN TESTING LABORATORY

#### (a) Petra Oil DMCC (POB)

- **Design and Planning:** Design the laboratory layout and provide specifications for bitumen testing equipment.
- **Equipment Procurement:** Facilitating Source, supply, and install all necessary equipment for bitumen testing by offering financial support.
- **Training and Support:** Offer training for laboratory staff and provide technical support.
- **Compliance:** Ensure that the laboratory setup meets industry standards, NHAJ standards & ISO standard and regulations.

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**(b) B.S. Abdur Rahman Crescent Institute of Science & Technology (BSACIST)**

- **Infrastructure Support:** Provide space and necessary utilities for the laboratory.
- **Collaboration:** Work with M/s Petra Oil DMCC to finalize the lab design and layout.
- **Operational Management:** Oversee the day-to-day management and operation of the laboratory once set up.
- **Maintenance:** Ensure ongoing maintenance of the laboratory infrastructure.

**IV. RENEWAL, TERMINATION AND AMENDMENT OF MoU**

- a) This MoU shall be effective from the date of its approval by competent authorities of BSACIST and POB;
- b) The duration of this MoU shall be for a period of 3 (three) years from the date of effect. If not renewed or amended in writing the same shall be considered as expired or terminated;
- c) This MoU may be amended by mutual written agreement of the Parties at any time; and
- d) This MoU may be terminated at any time by any Party unilaterally without assigning any whatsoever reasons or without approval of the other Party upon 30 (Thirty) days prior written notice to the other Party intimating the termination of the MoU.

**V. INTELLECTUAL PROPERTY RIGHTS (IPR)**

Rights regarding publications, patents, royalty, ownership of software/ design/product developed etc. under the scope of this MoU shall be decided by both Parties by mutual consent.

**VI. JURISDICTION**

All matters, queries, disputes or differences, whatsoever, arising between the Parties touching the construction, meaning, operation or effect of this MoU or out of or relating to this MoU or breach thereof shall be mutually discussed between the Parties and settled or else settled through Arbitration in accordance with the relevant Arbitration Act in force at such time. English shall be the Language in the Arbitration. The Arbitration award shall be binding on both Parties. Place of Arbitration would be in Chennai. In all matters concerning this MoU, requiring judicial intervention, Chennai courts alone will have jurisdiction.

**VII. CONFIDENTIALITY**

BSACIST and POB will exercise utmost care to preserve confidentiality of all the relevant matters arising out of the joint efforts. During the tenure of the MoU, all

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information to be shared must be indicated as "confidential" or "non-confidential". Both POB and BSACIST will maintain confidentiality and prevent disclosure of all the information designated as "confidential" except by mutual consent and agreement.

## VIII. CODE OF ETHICS & COMPLIANCE

### a) Code of Ethics

POB has adopted a Code of Ethics providing principles, values and rules of conduct that guide POB. BSACIST undertakes to perform, and/or have performed by any legal or natural person providing directly or indirectly services for or on behalf of the BSACIST within the framework of the present MoU, its obligations in accordance with the Code of Ethics.

### b) Conflict of Interest

When signing the MoU, the BSACIST certifies the absence of conflict of interest or identifies potential existing conflicts by communicating them to the POB. For the purposes hereof, conflict of interest is defined as any situation of interference between a public interest and public or private interests which is likely to influence or appear to influence the independent, impartial and objective exercise of its obligations by the BSACIST.

### c) Information Obligation

will inform the POB as soon as possible in the event of modification or breach of any of the representations, warranties or commitments defined herein by both the BSACIST and its Associated Persons.

### d) Suspension / Termination

POB reserves the right to suspend or terminate the MoU in the event of failure by the BSACIST to perform any of the obligations defined herein.

## IX. OTHER TERMS AND CONDITIONS

- a) **Disclaimer** : This MoU does not compel or force any Party either fully or partly to perform a function or fulfil any commitment agreed upon on best interests. All the agreements made between the Parties are only endeavours and not in any way mandatory. It is further made abundantly clear that no third-party mediation or Arbitration is earnest or warranted unless situation demand so. The Parties shall, however, meet periodically in the manner agreed to review the MoU and modify the scope of works if any, depending on the special demands and needs, arising then and there.

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- b) **Non-Exclusivity:** The relationship of the Parties under this MoU shall be non-exclusive 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.
- c) **Signed in duplicate:** This MoU is executed in duplicate with each copy being an official version of the MoU and having equal legal validity.

IN WITNESS WHEREOF BOTH PARTIES HAVE SET THEIR HANDS, ON THE DATE, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

**Dr. N. Raja Hussain**

Registrar,

**B.S. Abdur Rahman Crescent Institute of  
Science & Technology**

GST Road, Vandalur,

Chennai – 600048, Tamil Nadu, India

Date: 25-10-2024

**Mr. Sulaiman Musaddique**

Chief Executive Officer

**M/s. Petra Oil DMCC**

No. 202, Ascon House, Salahuddin Road, Deira,

Dubai, United Arab Emirates

Date: 25.10.2024

Witness 1:

**Dr. M.S. Haji Sheik Mohammed**

Dean, School of Infrastructure

**B.S. Abdur Rahman Crescent Institute of  
Science & Technology**

GST Road, Vandalur,

Chennai – 600048, Tamil Nadu, India

Witness 1:

**Mr. K. Dhamodaran**

Quality Control and Satisfaction Manager

**M/s. Petra Oil DMCC**

No. 202, Ascon House, Salahuddin Road, Deira,

Dubai, United Arab Emirates