



Memorandum of Understanding
Between
GCCA India
And

National Council for Cement and Building Materials, Ballabgarh, India



This MoU entered into at **New Delhi** on this **28th day of November Two Thousand Twenty-Four**

BETWEEN

GCCA India Private Limited is a company incorporated under the laws of India. GCCA India works with the Indian cement and concrete sector on climate change, circular economy, health and safety, SDGs, and advocacy. It currently covers close to 80% of India's cement production capacity. Sustainable development of the cement and concrete industry is at the very core of the GCCA's work. The GCCA gathers and publishes data on the industry's sustainability commitments and guidelines and initiates research.

The GCCA 2050 Cement and Concrete Industry Roadmap for Net Zero Concrete is the collective commitment of the world's leading cement and concrete companies to fully contribute to building the sustainable world of tomorrow. More information about the GCCA is available at <https://gccassociation.org/>.

GCCA India having its registered office at D-9/002, Yogi Nagar, Eksar Road, Borivali (West), Mumbai – 400091 (hereinafter referred to as “**GCCA India**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators, its subsidiaries and permitted assigns).

And

National Council for Cement and Building Materials, (NCB), an apex research organization under the administrative control of the Ministry of Commerce and Industry, Government of India, and a society registered under the societies Registration Act 1860, as amended from time to time, with inter alia objectives to promote research and scientific work connected with Cement, Building Materials, and allied industry, including, but not limited to technology development, technology transfer, continuing education, and industrial services for cement and construction industries. The registered office of NCB is located at Ballabgarh, Haryana-121004, India. The other Units/Project offices are located at Hyderabad, Ahmedabad and Bhubaneswar, and all the offices/units are administratively controlled by the registered office at Ballabgarh Haryana (hereinafter called “**NCB**” which expression shall where the context so admits include its successors and permitted assignees) of the other part.

The parties to this Memorandum of Understanding (MoU) i.e. GCCA India, and NCB together will now be referred to as “the institutions” and “institution” separately, for all purpose covered under this MoU.

This MoU is signed between the institutions with the objective of fostering collaboration between the institutions to promote research, development and innovation activities.

Accordingly, GCCA India and NCB agree to the following understanding amongst themselves:

1. To measure the carbon uptake in India using the IVL methodology in collaboration with Technology Information, Forecasting and Assessment Council (TIFAC), which



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would enable the decarbonisation of the Indian Cement Sector, leveraging their respective knowledge, capabilities, and networks.

2. Technical Papers review
3. Study on blended cement, alternative fuels & raw materials, carbon capture & utilization, and other Decarbonization measures
4. GCCA India and NCB shall explore the possibility of conducting joint seminars / workshops / conferences at national and international levels in areas of mutual interest. The GCCA India facilities or NCB Ballabgarh & Hyderabad Campus (which have both boarding and lodging facilities) can be considered for use as a venue for such events on mutually agreeable terms and conditions.

Financial arrangements for each specific activity will be decided on a case-to-case basis and brought on record in each case after due approval from heads of the institutions (President, GCCA India and Director General-NCB). GCCA India and NCB shall put adequate and reasonable measures in their respective units to maintain confidentiality and unauthorized use of information associated with the joint projects. GCCA India and NCB shall be free to carry out follow-up research independently. Each institution acknowledges the competitive and technical value and the sensitive and confidential nature of the Confidential Information and agrees that monetary damages alone may be inadequate to protect interests against any actual or threatened breach of this Agreement. Accordingly, each institution consents to the seeking of specific performance and injunctive or other equitable relief in respect of any actual or threatened breach of this Agreement.

Terms and conditions regarding Intellectual Property (Background IPs, Foreground IPs, and Independent IPs etc.) developed under the scope of this MoU and obtaining & maintaining of IPs, including the rights on royalty and publication of the results shall be decided by the mutual discussions amongst the institutions. The institutions agree to frame separate policy documents in this regard that are consistent with the rules and regulations of GCCA India and NCB. The institutions agree that any unauthorized use of intellectual property shall be prohibited in the joint projects under this MoU.

GCCA India and NCB shall jointly develop and devise implementation strategies and time-bound action plans to effectively meet the desired objectives and goals.



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The institutions shall, within 30 days of execution of this MoU, by written notice to each other, constitute a Joint Steering Committee (JSC) comprising of at least 1 (one) authorized representative from each institution to give effect to and deal with all matters covered under this MoU. The Steering Committee will meet as often as necessary or on teleconference/videoconference or through other means of communication as may be mutually agreed by the Joint Steering Committee at least once every 6 months. The Joint Steering Committee would share information about any opportunity for cooperation between GCCA India and NCB so as to develop it as a project. **For every mutually agreed identified area/issue, the GCCA India and NCB will finalise the "Project Proposal" to be endorsed/signed by the two parties.** JSC will steer the collaboration and oversee collaborations under this MoU to achieve its objective.

FORCE MAJEURE:

If at any time, during the continuance of this MoU, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, pandemic, epidemic, quarantine restriction, strikes, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happenings of any such event is given by the affected party to the other, within seven working days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MoU, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided Service under the MoU shall be resumed as soon as practicable after such event comes to an end or ceases to exist. However, the Force-Majeure events noted above will not in any way cause an extension in the period of the MoU. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

EFFECTIVE DATE & DURATION OF THE MEMORANDUM:

This MoU shall be valid for a period of 5 (Five) years from the date of signing. The MoU can be renewed for another period of 5 years mutually agreed upon by the parties in writing.

TERMINATION OF MoU:

- i. The MoU can be terminated by either party by prior notice of three months in writing.



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- ii. Notwithstanding the termination / dis-continuation or lapsing of this MoU, the contract entered by virtue of this MoU remains valid.

AMENDMENT TO THE MoU:

No Amendment/modification to the MoU can be made unless written consent of each of the institution has been obtained. The amendment shall be effective from the date on which they are made/executed unless otherwise agreed to.

DISPUTE RESOLUTION:

In the event of any claim, dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices of the parties.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December 2022 (and amendments thereto, if any) and the decision of AMRCD on the said dispute will be binding on both the parties.

If any dispute arises between the institutions and the same is not resolved through mutual discussion, the institutions will submit the Dispute to final and binding arbitration conducted and administered under the Rules of Arbitration as per the Arbitration and Conciliation Act 1996 or any other amendments amended. The arbitration shall be conducted in English language in Mumbai, India. The arbitration will be conducted by a mutually agreed sole arbitrator. The arbitrator may enter a default decision if an institution fails to participate. The costs of the arbitration proceeding shall be equally shared by the institutions. The award of the Arbitrator shall be binding for both the institutions.

The services and obligations of the institutions under this MoU shall be continued during the arbitration proceedings, unless otherwise agreed in writing by the institutions or unless it is proved that the services cannot possibly be continued during the arbitration proceedings.



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JURISDICTION AND APPLICABLE LAW:

This MoU shall be governed exclusively by the laws of India and the courts of Mumbai shall have exclusive jurisdiction to decide on any disputes arising among the parties.

NOTICES:

All notices shall be in writing and may be delivered to any officer or Manager at the addresses specified below unless changed by Notice. The addresses referred to are:

NCB:

- i. Director General, NCB, Ballabgarh

GCCA India:

- i. India Head, GCCA India

SIGNATURES OF PARTIES


The MoU has been executed in **two originals**, one of these to be retained by GCCA India and the other by NCB.

IN WITNESS WHEREOF the Parties hereto have caused this MoU to be signed by the persons duly authorized hereunto, as of the date, month and year written herein above.



For GCCA India


For NCB


Mr. Manoj Rustagi
Director - GCCA India


Dr. L P Singh
DG, National Council for Cement and Building Materials

In the presence of (Witness):

For GCCA India
1. 
2. 

For NCB
1. 
2. 