

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this 20<sup>th</sup> day of September 2017

Between

**Andhra Pradesh MedTech Zone Ltd. (AMTZ)** having its office at IT Hill No-2, VSEZ, Madhurwada, Visakhapatnam, India (a company set up by the Government of Andhra Pradesh to facilitate medical devices manufacturing in India by supporting industrial promotion, transfer of technical knowledge and provision of scientific facilities along with manufacturing units) hereinafter referred to as "AMTZ" which expression shall, where the context so admits, include its successors and permitted assigns), of the one part

and

**National Productivity Council (NPC)** located at Utpadakta Bhavan, 5-6 Institutional Area, Lodhi Road, New Delhi – 110003, India is an autonomous, multipartite, non-profit organization with equal representation from employers' & workers' organizations and Government, apart from technical & professional institutions and other interests, hereinafter referred to as "NPC" which expression shall where the context so admits include its successors and permitted assigns), of the second part.

### 2. PREAMBLE

- 2.1 WHEREAS, AMTZ's, mandate is to facilitate medical devices manufacturing in India by supporting industrial promotion, transfer of technical knowledge and provision of scientific facilities along with manufacturing units.
- 2.2 WHEREAS, NPC's, mandate is to be a national level organization to promote productivity culture in India.

### 3. SCOPE OF MoU

The two institutions (1<sup>st</sup>&2<sup>nd</sup> Parties) have decided to enter into a Memorandum of Understanding to undertake bench mark studies, database development, evaluation,



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consultancy and training to accelerate medical device innovation and commercialization activities as well as to contribute toward creating and sustaining the necessary eco-system in the country. For this, the following activities have been identified for joint action:

**A. AMTZ:**

- (i) Shall support innovators to undertake scientific value-additions at AMTZ
- (ii) Shall support improvement in technical bandwidth among NPC associated stakeholders
- (iii) Shall collaborate with NPC to reach members of industry with improved technological and investment opportunities
- (iv) Shall facilitate industries at AMTZ to synergize with NPC for talent acquisition

**B. NPC:**

- (i) Shall support manufacturers in accessing progressive technologies from associate institutions
- (ii) Shall work with AMTZ toward technology transfers and improving technology market access and production and competitiveness
- (iii) Shall collaborate in boosting investment at AMTZ through encouraging industry participation in manufacturing units and scientific testing facilities
- (iv) Offer its services in the area of management consultancy, benchmark studies, database development, evaluation, training and capacity building.

- C. (i)** Either party would provide technical support as mutually agreed upon.
- (ii)** Either party would undertake and execute the mutually agreed tasks within a stipulated time frame as detailed in project reports submitted by either party from time to time.

  


*Handwritten initials 'NA'*

**4. DURATION OF MoU**

The total time-frame for the engagement would be for a period of FIVE years from the date of signing of the MoU.

**5. FINANCIAL ARRANGEMENT**

This will be undertaken by a separate Financial terms & conditions on a project to project basis.

**6. INTELLECTUAL PROPERTY RIGHTS**

- a. The scientific and technical outputs based on data and report generated in any collaborative project or study would be a joint property of both parties. Patents and other intellectual property rights arising out of such projects shall rest jointly and their exclusive/non-exclusive transfer to the selected agency shall be with the written consent of all parties.
- b. In all publications arising out of any joint project undertaken by the parties, the role of either partner would be acknowledged.
- c. Reports, material and data including analytical evidence on how conclusions were arrived at, associated with any study undertaken jointly under the ambit of this MoU would not be used for any commercial purpose by either party without the knowledge and written consent of all other parties.

**7. AMENDMENTS TO MoU**

In the event that any of the representations or warranties made/given by a party ceases to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the other of the same.

  


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**8. TERMINATION OF MoU**

- 8.1 This MoU may be terminated by either of the parties forthwith if the other party commits breach of any of the terms hereof and shall have failed to rectify such breach within sixty (60) days of the notice in this behalf having been served on it by the other party.
- 8.2 In addition to the reasons for termination as set forth above, this MoU may be terminated forthwith if either of the parties voluntarily or involuntarily enters into composition, bankruptcy or similar re-organization proceedings or if applications invoking such proceedings have been filed.

**9. NOTICES**

All notices and other communications required to be served on either party under the terms of this MoU, shall be considered duly served if the same shall have been delivered to, left with or posted by registered mail to the party at its last known address of business.

**10. FORCE MAJEURE**

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such event, the affected party thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the parties shall jointly decide about the future course of action.

  




11. **ASSIGNMENT OF MoU**

The rights and / or liabilities arising to any party of this MoU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

12. **ARBITRATION**

In the event of a dispute or a difference of any nature whatsoever among the parties during the course of performance of respective obligations arising out of this MoU, the parties agree to refer the matter to a two-member committee consisting of Director & Chief Executive Officer, AMTZ and Director General, NPC, to resolve the dispute keeping in view the best interest of the Parties and in keeping with the spirit of performance of this MoU. The decision of the committee shall be final and binding on both the parties.

IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day, month and year mentioned hereinbefore

For and on behalf of AMTZ

For and on behalf of NPC

  
Dr. Jitendar Kumar Sharma

  
Smt. Kalpana Awasthi, IAS,

Director & Chief Executive Officer

Director General

Andhra Pradesh MedTech Zone

कल्पना अक्वशी का.प्र.स. / Kalpana Awasthi I.A.S.  
महानिदेशक / Director General  
राष्ट्रीय उत्पादकता परिषद् / National Productivity Council  
लोधी रोड, नई दिल्ली / Lodi Road, New Delhi-110003

Madhurwada, Visakhapatnam- 530045

Lodhi Road, New Delhi – 110003

Witness: 

Witness:   
सुनील कुमार / Sunil Kumar  
सचिव / Secretary

RANAKRISHNAN N  
Sr. MANAGER AMTZ

राष्ट्रीय उत्पादकता परिषद्  
NATIONAL PRODUCTIVITY COUNCIL

(वाणिज्य एवं उद्योग मंत्रालय के अंतर्गत)  
(Under M/o Commerce & Industry)

Date: 20.09.2017

लोधी रोड, नई दिल्ली / Lodi Road, New Delhi-110003

Date: 20.09.2017