

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**National Productivity Council (NPC), New Delhi**  
**and**  
**Central Pulp & Paper Research Institute (CPPRI), Saharanpur**

This MoU is made on 22<sup>nd</sup> June, 2022

**BETWEEN**

**National Productivity Council**, of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India herein after referred to as **NPC** having its registered Office (HQ) at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road New Delhi a Society registered under the Societies Registration Act, 1860 (hereinafter called "NPC" on behalf of NPC Regional Directorates listed on **Annexure-A**, the one part

**AND**

**Central Pulp & Paper Research Institute (CPPRI)**, established by an autonomous body under the administrative control of Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India to promote R&D in the field of pulp & paper., having its Post Box 174, Paper Mill Road, Himmat Nagar, Saharanpur, U.P (hereinafter, referred to as "CPPRI"), the other part.

**WHEREAS**

National Productivity Council of India (NPC) is a national level organization promoting productivity in the country and undertaking research in the area of productivity. NPC has been providing its consultancy and training services in areas of Industrial Engineering, Agri-Business, Economic Services, Quality Management, Human Resources Management, Information Technology, Technology Management, Energy Management, Environmental Management etc., to the Government and Public & Private sector organizations. NPC is a constituent of the Tokyo-based Asian Productivity Organisation (APO), an Inter-Governmental Body of which the Government of India is a founding member. NPC, Regional Directorates are spread across the country (Annexure-A). These Regional Directorates are the field offices of NPC and carry out the functions as per their jurisdiction.

**NPC Objectives:**

- To promote innovation - led productivity in a sustained manner in all spheres of national economy through holistic and inclusive approach by addressing the triple bottom line – Economic, Environmental and Social.



- To propagate productivity consciousness and culture amongst Govt., Business and Society.
- To demonstrate value addition through generation and application of advanced productivity tools and techniques for multiplier effect.
- To act as a total solution provider for Industry, Services, and Agriculture sectors for augmenting productivity through Training, Consultancy and Research wherever needed through alliances and partnerships
- To act as a catalyst in institution building and developing platforms for collaborative networking to strengthen the productivity movement.
- To act as a think tank by providing productivity related evidence based policy support and advice in while tracking the emerging trends.
- To be an independent oversight entity for various national programs, schemes and interventions.
- To recognize productivity champions through awards, affiliations, certifications, accreditations etc.
- To enhance international outreach for sharing the gains of productivity on mutual basis.
- To be repository of productivity and competitiveness data across all sectors at the state and national level.
- To devise national productivity standards across all sectors and self assessment web based measurement tools for productivity diagnosis.

## WHEREAS

Central Pulp & Paper Research Institute (CPPRI) is a premier institute of national repute engaged in Research & Development activities in the field of pulp & paper. The Institute having its Registered and Head Office at Himmat Nagar, Paper Mills Road, Saharanpur is an autonomous organization registered under Societies Act which is functioning under the administrative control of Ministry of Commerce & Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, New Delhi. The Institute is dedicated to cater the need of pulp, paper and allied industries through its diversified R&D activities. The institute's Environmental Management Division & Paper Testing Division and are accredited ISO/ IEC 17025: 2017.

## Objectives of CPPRI:

- To develop into a centre of excellence for providing technical & consultancy services & carrying out quality research and scientific work dedicated to pulp & paper and allied industry
- To strive towards improving the overall technological & environmental status, global competitiveness & environmental sustainability of Indian Pulp and Paper Mills .
- Information dissemination related to latest R&D & technological developments in paper industry & impart training to mill personnel for upgradation of knowledge & skill in various aspects of paper making

*Shukla Pal*





**AND WHEREAS the NPC and CPPRI have agreed to:**

Towards this, NPC & CPPRI propose to enter into Memorandum of Understanding (MoU), which would provide a platform for their filed establishment (NPC, HQ & its Regional Directorates and CPPRI) to enter the MoU for promoting productivity and development of Paper and Pulp sector.

Collaborate with each other in undertaking collaborative programmes in research, training and capacity building, product and services development, monitoring and evaluation, consultancy, etc. and other mutual areas of national interest in various fields of Paper and Pulp sector.

And HAVE decided to enter into this MoU and agree as herein contained:

#### **ARTICLE- I**

#### **OBJECTIVES**

The objective of the MoU is to promote cooperation in the field of productivity improvement, promotion and development of Paper and Pulp sector through providing consultancy, training, developing knowledge products, sharing laboratory facility available with CPPRI at Saharanpur and other mutual thrust areas of programs/activities by leveraging upon strength and expertise of respective Organization.

#### **ARTICLE- II**

#### **WORK PLANS AND FINANCIAL IMPLICATIONS**

Both the Parties agree to the followings:

- (i) A Joint Working Group will be set up with representatives from both parties to meet at least twice in a year or on need basis to follow up the execution of this MoU and suggest necessary measures for its development.
- (ii) The Joint Working Group would also describe the activities to be carried by each party for implementation of the MoU.
- (iii) The JWG will also describe the financial implications and commitments of NPC and CPPRI based on the mutually agreed terms for the research projects, trainings and capacity building, etc.

#### **ARTICLE- III**

#### **PUBLICATION AND INTELLECTUAL PROPERTY RIGHTS**

- (i) If the research is conducted and completed by the NPC with the help of CPPRI Members in the team, the intellectual property will be protected by the NPC with CPPRI as a co-applicant. The NPC will have rights to commercialize the technology.
- (ii) If the research is conducted and completed in CPPRI with the help of the NPC members in the team, the intellectual property will be protected by CPPRI, with the NPC as a co-applicant. CPPRI will have rights to commercialize the technology.

*Shukla Lal*





- (iii) In case application is to be made for international protection, then both the NPC and CPPRI will apply as co-applicants for the protection of intellectual property rights subject to exclusive rights of both the parties to commercialize the technology in India. Commercialization in any other country shall be done jointly through a separate agreement.
- (iv) In case research is carried out solely and separately by the party or the research result are obtained through the sole and separate effort of the party, the party concerned alone will apply for grant of intellectual Property Rights (IPR) and once granted, the IPR will be solely owned by the concerned party.
- (v) In case of research result obtained through joint activities, the grant of intellectual property rights will be sought by both the parties jointly and once granted these rights will be jointly be owned by the Parties.
- (vi) Any Publication, document and/or paper arising out of joint work conducted by the parties pursuant to this MoU will be jointly owned. The use of the name, logo and/or official emblem of the parties on any publication, document and/or paper will require prior permission of both the parties. It may however be ensured that the official emblem and logo is not misused.
- (vii) Both Parties agree to ensure appropriate protection of Intellectual Property Rights generated from such cooperation consistent with their respective laws, rules and regulations and other international agreement to which both parties are signatories.

#### **ARTICLE- IV** **DISCLOSURE OF INFORMATION**

The NPC and CPPRI agree that the disclosure of any information leading to a commercial proposition would be dealt with mutual consent of both the parties. The provisions in this Article shall survive termination or completion of the Memorandum of Understanding.

#### **ARTICLE- V** **AMENDMENTS**

The Parties to this MoU may, by mutual consent, add, modify amend or delete any words, phrases, sentences or Articles in this MoU. No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties of their authorised representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

#### **ARTICLE- VI** **INSTITUTIONAL LINKS**

Both parties will establish inter-institutional links between their respective similar research institutes and technology centres.

*Shudha Pal*





## **ARTICLE- VII**

### **VALIDITY/TERMINATION**

The MOU shall be effective from the date of its signing by both the parties. It shall be valid for a period of five years. Thereafter it shall be automatically renewed for a period of five years unless either party serves notice period of sixty days by giving a prior written notice to the other of its intention to terminate it, in which event, the Memorandum of Understanding shall stand terminated from after sixty days of the date of issue of such a notice. But the termination of this Memorandum of Understanding shall not affect the validity of duration of specific collaborative programmes already being undertaken there under, unless decided otherwise by the parties by mutual consent.

## **ARTICLE- VIII**

### **EXCLUSIVITY**

Both the parties hereby agree that this MoU is not on an exclusive basis and that both parties shall have the right and the discretion to enter into similar agreements and arrangements with other parties also.

## **ARTICLE- IX**

### **INDEMNITY**

The parties hereby agree and undertake to save, indemnify and hold harmless to each other which arise directly or indirectly from any breach of this MoU or any negligent or willful act, omission or misconduct, misrepresentation, cheating by the defaulting party or any of its personnel or agents. For the sake of clarity, the foregoing indemnity provisions shall also be applicable to any loss, damages, cost, suits, expenses (including without limitation any legal fees and expenses) or claims arising from (a) violation of applicable laws; and (b) breach of confidentiality and IPR obligations.

## **ARTICLE- X**

### **LEGAL STATUS OF THE PARTIES**

This MoU shall not be construed as a partnership or relationship of agency between the parties hereto and neither party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

## **ARTICLE- XI**

### **DISPUTE SETTLEMENT**

In the event of any dispute or difference between the parties arising out of or in connection with this MoU such dispute of differences shall be settled amicably by the parties by mutual consultation/ discussion and in case the parties fail to arrive at any amicable settlement the dispute shall be

*Shukla Pal*





referred to a committee comprising of the Director General (NPC) and Director (CPPRI). The award of the decision of the committee shall be final and binding on both the parties.

## ARTICLE- XII

### ANNEXURE

Any and all annexure to this MoU shall be deemed to be an integral and inseparable part of this MoU as if the provisions thereof were set out herein.

IN WITNESS, whereof, the two parties hereunto have signed at New Delhi on this, Day of 22<sup>nd</sup> June, 2022.

*Shukla Pal*

(Dr. SHUKLA PAL MAITRA)

Secretary

National Productivity Council  
New Delhi

राष्ट्रीय उत्पादकता परिषद  
NATIONAL PRODUCTIVITY COUNCIL  
(विशेष एवं प्रयोग मंत्रालय, भारत सरकार के अन्तर्गत)  
(Under Ministry of Commerce & Industry, Govt. of India)  
एन ७ रोड, लोधी रोड / Lodhi Road, New Delhi-110003

*22.06.22*

(Dr. M. K GUPTA)

Director

डा० एमके गुप्ता / Dr. M. K. Gupta  
Central Paper and Pulp Research  
Institute  
केन्द्रीय लुग्दी एवं कागज अनुसंधान संस्थान  
Central Pulp & Paper Research Institute  
सहारनपुर/Saharanpur - 247001 (U.P.)

*Dr. Nitin Endlay*  
*22/6/22*

Witness 1

*B.P. Bhandary*

B.P. BHANDARY

Director (EM)

NPC, New Delhi

डॉ. नितिन एण्डले / DR. NITIN ENDLAY  
विभागाध्यक्ष / Head  
पर्यावरण प्रबंधन विभाग  
Environmental Management Division  
केन्द्रीय लुग्दी एवं कागज अनुसंधान संस्थान  
Central Pulp & Paper Research Institute  
सहारनपुर-247001 (उ.प्र.) भारत  
Saharanpur-247001 (U.P.) INDIA

Witness 2

*Saravanan*  
(G. SARAVANAN)  
DIRECTOR (IE)  
NPC, New Delhi

Witness 2



**NPC HQ, Regional Directorates and Training Institute**

1. Head Quarter, NPC, Delhi
2. Regional Directorate, NPC, Bengaluru
3. Regional Directorate, NPC, Bhubaneswar
4. Regional Directorate, NPC, Chandigarh
5. Regional Directorate and Dr. Ambedkar Institute of Productivity (AIP) , NPC, Chennai
6. Regional Directorate, NPC, Gandhinagar
7. Regional Directorate, NPC, Guwahati
8. Regional Directorate, NPC, Hyderabad
9. Regional Directorate, NPC, Jaipur
10. Regional Directorate, NPC, Kolkata
11. Regional Directorate, NPC, Patna
12. Regional Directorate, NPC, Kanpur
13. Regional Directorate, NPC, Mumbai