

**Memorandum of Understanding
between
National Productivity Council
and
CSIR-National Institute of Oceanography**



This MoU made on this 15th day of October, 2020 between

National Productivity Council, under DPIIT, M/o Commerce and Industry, Government of India, hereinafter referred to as “NPC” having its registered Office (HQ) at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road, New Delhi- 110003, represented by the Secretary, NPC, (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees,) first part.

AND

Council of Scientific and Industrial Research (CSIR), a society registered under the Societies Registration Act XXI of 1860, having its registered office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001 and represented by **CSIR-National Institute of Oceanography**, a constituent laboratory of CSIR located at Dona Paula, Goa 403 004, represented by the Director, hereinafter referred to as “**CSIR-NIO**”, (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) on the second part.

Whereas,

I. PURPOSE

The aim of this MoU is primarily to develop a long term joint working partnership in the areas of environment management, climate resilience in coastal zones and communities, oceanographic data analytics, environmental impact studies and modelling to predict environmental impact, besides identifying remedial and mitigation measures and contributing to policy research.

II. AREAS OF COLLABORATION/ STATEMENT OF WORK (SoW)

- i. Macro and microplastic assessment in riverine, marine and coastal areas.
- ii. Climate resilience related studies and projects for coastal communities and zones.
- iii. Oceanographic Modeling and data analytics pertaining to environmental factors, and pollutants and related impact assessments in CRZ and marine environment and forecasting.
- iv. Addressing Oil spills and related risk analysis and preparation of emergency plan.
- v. Periodic Monitoring of environmental conditions and assessment studies prescribed for projects in CRZ, ports, harbours, etc receiving environmental clearances for Ministry of Environment, Forest & Climate Change requirements.
- vi. Joint Exploration of Tidal energy and other renewable energy generation mechanism.

III. AGREEMENT FOR COLLABORATION

NPC and CSIR-NIO will jointly undertake collaborative work as stated at II and all the future programs and activities shall also describe in detail the following:

- i. The nature, scope and time of collaborative schedule.
- ii. Financial implications and sharing mechanism, wherever applicable.
- iii. Any other provision as deemed to be necessary and agreed upon by both organizations.

IV. NODAL AUTHORITY AND SIGNATORIES

The nodal officer and signatory from NPC shall be Secretary, NPC or any nominee and the nodal officer and signatory from CSIR-NIO shall be the Director or any nominee, for all the decision making and concurrence.

V. IMPLEMENTATION AND ACTION PLAN

- i. NPC and CSIR-NIO shall endeavor to finalize the details of implementation and action plan of collaborative initiatives to execute the parts of this MoU.
- ii. Financial commitments related to joint initiatives will be decided mutually by both organizations.
- iii. CSIR-NIO will be free to identify and involve any CSIR institution to associate with CSIR-NIO, if deemed necessary for completion of the approved collaborations.

VI. TENURE & TERMINATION

This MoU shall become effective as of the effective date and shall continue for a term of five (5) years. Thereafter, it may be renewed for additional terms within 3 months of expiry, upon the written consent of both NPC and CSIR-NIO and upon such terms and conditions as agreed to by NPC and CSIR-NIO at the time of renewal. Either NPC or CSIR-NIO may terminate this MoU at any time upon giving at least ninety (90) days prior written notice to the other party.

VII. CONFIDENTIALITY, PUBLICATION AND INTELLECTUAL PROPERTY

- i. All information and documents to be exchanged pursuant to the MoU will be kept confidential by the Parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purposes other than that specified without the prior written consent of the other Party.
- ii. Any publication, document and/or paper arising out of joint collaborative 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.
- iii. If any Intellectual Property (IP) is generated under this MoU, the Parties shall enter into a separate agreement that will specifically provide for ownership, management and commercialization of rights to such IP, in line with rules and regulations of each Party.

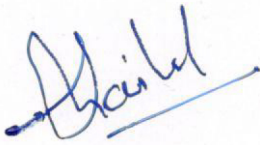

VIII. SETTLEMENT OF DISPUTES

In case any doubt or if any difference arises in the interpretation and application of the provision of this MoU, Parties shall consult with each other and settle such doubts or differences amicably in the spirit of this MoU by negotiations and mutual consultations. Failing which forwarded to the respective higher officials for appropriate resolution. Failing which, shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.

IX. MISCELLANEOUS

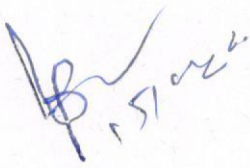

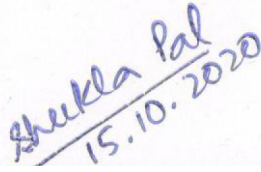

- i. This MoU does not restrict either NPC or CSIR-NIO from engaging in the same or similar activities with any third party.
- ii. This MoU benefits only NPC and CSIR-NIO and their permitted assigns.
- iii. This MoU may not be assigned (by operation of law or otherwise) or otherwise transferred by either NPC or CSIR-NIO, in whole or in part, without the prior written consent of the other party.
- iv. Neither NPC nor CSIR-NIO shall use the name of the other party or any of its officers, employees or agents in connection with any press release, advertising, promotional literature or any other publicity matters, without the prior written consent of the other Party. Notwithstanding this restriction, both NPC and CSIR-NIO may use the name of the other Party in general and information listings and as otherwise required by applicable law.
- v. No waiving of a provision, breach or default shall apply to any other provision or subsequent breach or deemed continuous.

IN WITNESS WHEREOF, the Parties have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of NPC	For and on behalf of CSIR-NIO
	
Name: Mr. Shailesh Srivastava Title: Secretary	Name: Prof. Sunil Kumar Singh Title: Director

प्रोफेसर सुनील कुमार सिंह
Prof. Sunil Kumar Singh
निदेशक / Director
सी.एस.आई.आर - राष्ट्रीय समुद्र विज्ञान संस्थान
CSIR - National Institute of Oceanography
दोना पावला, गोवा
Dona Paula - Goa - 403 004
भारत / India

Witness:

	
Name: Mr. K. D. Bhardwaj Title: Regional Director & Head, Environment Management	Name: Dr. V. Sanil Kumar Title: Head, Business Development, Planning, Monitoring, Evaluation & Ocean Engineering
	
Name: Ms. (Dr.) Shukla Pal Maitra Title: Director (Environment Management)	Name: Ms. (Dr.) Mahua Saha Title: Senior Scientist

Dated: 15th October, 2020