

**MEMORANDUM OF UNDERSTANDING BETWEEN
NATIONAL PRODUCTIVITY COUNCIL (NPC) AND INDIAN INSTITUTE OF
PLANTATION MANAGEMENT (IIPM)**

This agreement made on this 16th day of DECEMBER 2020 at NEW DELHI between

NATIONAL PRODUCTIVITY COUNCIL hereinafter referred to as NPC having its registered Office at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road New Delhi, represented by the Director General, (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

INDIAN INSTITUTE OF PLANTATION MANAGEMENT hereinafter referred to as IIPM, having its registered office at Jnana Bharathi Campus, P.O.Malathalli, Bangalore 560 056 India represented by its Director (which expression shall unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees) second part

Whereas,

IIPM and NPC (hereinafter jointly referred to as parties) hereby agree to enter into an agreement for the purpose of enhancing the relationship between the parties

It is hereby agreed to by and between the two parties as follows:

1. PURPOSE AND OVERVIEW

Indian Institute of Plantation Management Bengaluru (IIPMB) is a unique institution dedicated to provide value-added management inputs to a wide clientele (e.g., students, professionals, business owners, commodity boards and Government) in the agribusiness and plantation sector. These inputs are delivered through long and short duration interventions and include managerial, operational, policy, and research-related dimensions. National Productivity Council (NPC) is primarily involved in providing

contemporary quality, productivity, and environment-centric services to diverse stakeholders including the agribusiness & food sector. Realizing the complementarity of the gamut of services provided by the two national-level institutes, it is envisaged that IIPM and NPC jointly undertake projects and programs in the following areas that can have the potential to benefit the society at large. The nature of collaboration could be in the form of:

- Short Term Executive Programs/ Reach-out Programs/ International programs
- Capacity Building Programs for various stakeholders both national and international
- Research Projects
- Consultancy

2. AREAS OF COLLABORATION

Since both parties have competencies in agribusiness, it is envisaged that the primary area of association could be in this domain. Some of the areas earmarked for undertaking joint projects and programs are:

1. Value Chain Analysis and Management (VCAM)

Under this head, the following areas are highlighted:

- Agribusiness, commodities, plantations, food processing and allied sectors

Longitudinal and cross-sectional research (1-2 years), capacity building workshops (3-15 days), and consultancy assignments can be taken up with various government and private agencies. All these interventions will have technical and management inputs that can be delivered jointly based on clients' needs.

2. Branding and Market Linkage (BML)

Under this head, the following areas can be targeted:

- Branding for products and services related to agriculture, food and plantations;
- BML for high value horticultural crops such as kiwi and dragon fruit;

- Strategies for marketing and branding for tea, coffee, spices, coconut, oil palm, sandalwood, etc.
- New value-added product development in existing crops;

Here also, IIPM and NPC can carry out joint research, capacity building workshops, and consultancy assignments for identified organizations, for the durations discussed above.

3. Entrepreneurship and Innovation

Under this head, the proposed areas include:

- Product and process innovation in various agriculture and plantation products;
- Enterprise creation and support programs at various levels (e.g., farmers, service providers, and agriculture university students);
- Business scaling up;

Interventions can be in the form of continuous workshops for enterprise creation from idea generation to opportunity identification to value proposition to business model and plan creation. Mentorship support and skill development workshops can be provided to support enterprise creation. The programs can be done with various agricultural, plantation and horticultural departments in various states.

4. Strategic Development and Policy Formation (SDPF)

Under this head, the specific areas that can be targeted are:

- Productivity enhancement programs;
- Competitiveness of enterprises in the designated sectors;
- Focused SME development;
- Sectoral / Industry / Product profile studies;
- Monitoring and evaluation of existing strategies of enterprises and government agencies and providing suggestions for enhancement;

In this space the interventions can be primarily in the form of 'evaluation, recommendation and implementation' support for the enterprises and agencies

that can include external stakeholder research to understand their preference and perceptions.

3. NATURE OF COLLABORATION

It is envisaged that both parties, in addition to providing inputs their areas of proficiency, will jointly be engaged in such activities as identification of recipients of various programs, marketing and promotion of the interventions, planning and scheduling of sessions and proper management of the projects. The revenue-sharing mechanism can be mutually worked out on case-to-case basis, and will be worked out after taking into account all such costs as marketing, travel, and conveyance.

4. NODAL AUTHORITY

The nodal officer from NPC shall be Director General, NPC or any nominee and the Nodal officer from IIPM shall be Director or any nominee for all the decision making and concurrence.

5. TERM AND TERMINATION

This agreement will be operational and valid for 3 years from the date of signing or until the date of earlier termination. Upon completion of two years, the agreement can be renewed with mutual consent of both the parties.

Under normal circumstances, either party wanting to terminate the agreement can do so and it can be done on a mutually agreed upon date in a justified way with a notification given at least three months prior to termination date. In case of either party not meeting their responsibility, the agreement can be terminated immediately.

6. DISPUTE RESOLUTION & CONFIDENTIALITY

Any dispute to be resolved amicably by the executants of the MoU, otherwise, the dispute to be referred to an 'Arbitrator' under the Arbitration and Conciliation Act, 1996 to be appointed with the consent of both the parties. The decision of the

'Arbitrator' will be final and binding on both the parties. At the same time, utmost confidentiality to be maintained by both the parties during the validity of MoU.

7. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to the acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots and civil commotion, provided on the occurrence and cessation of any such event the party affected 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 months, the parties shall jointly decide about the future course of action. Neither party shall be made responsible for an unexpected or uncontrollable event.

8. ARBITRATION

Any dispute or difference arising out of or in connection with this agreement shall be settled by the parties by mutual negotiations. Any unsettled dispute or differences shall be referred to the arbitration of a sole arbitrator, who shall be jointly appointed by the parties. The provisions of the Arbitration and Conciliation Act 1996 shall regulate the arbitration proceedings and the venue of the arbitration shall be New Delhi, India. The language of arbitration shall be English.


9. ASSIGNMENT

- a) This agreement is personal to the parties hereto and may not be signed in whole or in the part by either party without the written consent of the other party.
- b) In witness whereof the parties have caused this agreement to be signed by their duly authorized representatives, the day and year first above written.


The parties herein have agreed and signed this document on this 16th day of DECEMBER 2020 as under as per above clauses.

FOR AND ON BEHALF OF IIPM



FOR AND ON BEHALF OF NPC




Director
Indian Institute of Plantation
Management




Director General
National Productivity Council

WITNESSES:

1. 
(Mr. Ramesh Tri)
2. 
Dr. Shilpa S. K.

1. 
(Shailesh Shrivastava)
2. 
(K.D. Bhadwaj)

