



Memorandum of Understanding

This MoU signed on this 5th of May 2021

BETWEEN

National Productivity Council, under the Department for Promotion of Industry and Internal Trade (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 Director General, NPC or by its duly authorized representative, (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 party. NPC with 13 offices across the country and headquartered at New Delhi. NPC has 127 full time professionals which are supported by empanelled subject matter experts of various domains for carrying out its services. NPC has its own full-fledged training infrastructure with residential facilities including three Centers of Excellence in the domains of Industry 4.0, energy and quality management. NPC has strong linkages with 20 National Productivity Organizations in Asia Pacific region through Asian Productivity Organization Japan which is leveraged to introduce best practices across various sectors of the economy. Since inception in the year 1958, capacity building across domains has been the core function of NPC contributing almost 40 % to its expenditure requirement. Under the pandemic situation, NPC has digitalized both its capacity building and consultancy functions and developed large number of e-learning programs and digital tools for self assessment and use by public and private sector organizations.

NPC can play a pivotal role in Government initiative titled "Mission Karmayogi" which focuses on continuous upgradation of the capacities of Civil Service employees to enhance Governance and improve productivity. NPC with its nationwide presence is suitably placed to supplement the envisioned activities under the program throughout the country.

AND

Saurashtra Chamber of Commerce & Industry (SCCI), having its registered office at 3rd floor, 315 Sagar Complex, Near Jashonath Temple, Nakubaug, Bhavnagar, Gujarat.

NPC & SCCI are herein referred to individually as the "Party" and collectively as "Parties" respectively).

NPC and SCCI through this MOU are keen to enter into formal relationship whereby they could leverage their strengths for their mutual benefits and capacity building activities and initiatives.

Now, therefore, it is hereby agreed by and between both the Parties through the instrument of this MOU as follows:

IV. OBJECTIVE/SCOPE OF WORK

This MOU shall facilitate to strengthen and supplement the knowledge, expertise and experience of both parties, in order to enhance capacity building activities through consultancy, training and research activities as following

1. NPC and SCCI will jointly take up projects to enhance productivity of industries
2. NPC and SCCI will collaborate in capacity building program through on-line /off-line trainings, webinars, workshops and stake holder consultations.
3. NPC and SCCI will initiate evidence based action oriented research and survey activities in order to establish productivity benchmarks in different sectors.
4. NPC and SCCI will organize virtual and physical observational study missions for industries to expose them to the best practices
5. NPC and SCCI will promote productivity through joint publications and ICT based promotional activities.

V. APPROACH

- 1.0 NPC and SCCI shall co-operate with each other to identify and take-up activities within the scope of work as mentioned above, either jointly or individually on a case-to-case basis.
- 2.0 The Parties shall make joint presentations to ministries/departments if required from time to time.
- 3.0 The cost aspects for each activity will be decided jointly and agreed to mutually before start of work.

- 4.0 While taking up any activity, both Parties shall agree, in writing, on the scope of services and work to be rendered by each Party and the form of co-operation.
- 5.0 The Parties, before finalizing the work shall negotiate and develop clear understanding between them defining clearly the scope of work and services, cost aspects, obligations of each Party and other technical and commercial matters as well as performance guarantees.
- 6.0 On any such identified work/activity, NPC and SCCI shall work on exclusive basis for their respective scope of work earmarked. The mode of co-operation for such identified work/activity shall be as per a definitive agreement entered between Parties on case-to-case basis.

VI. AGREEMENT FOR COLLABORATION

Professional and Financial Implications

NPC/SCCI will jointly be responsible for overall project management & coordination, resource management, deliverable and follow up with all concerned stakeholders. However, for each of the work/activity being undertaken by NPC/SCCI, a detailed scope of work including financial implications and other terms and conditions for executing the project will be worked out jointly.

VII. NODAL AUTHORITY AND SIGNATORIES

The nodal officer and signatory on behalf of NPC shall be Secretary, NPC or any nominee and the nodal officer and signatory on behalf of SCCI shall be **Mr. Kirit Soni** or its nominee, for all the decision making and concurrence.

VIII. TENURE & TERMINATION

The MoU shall be effective from the date of signing and same shall remain in effect for 3 years and may be extended for further period thereafter by mutual consent. Either party wanting to terminate the MoU can do so by giving three months prior notice to the other party. Notwithstanding any such termination, all projects already undertaken will continue to be governed by the respective project specific agreements and shall be performed by both parties in good faith.

IX. INTELLECTUAL PROPERTY

Neither party shall use the intellectual property, including logos, trademarks, service marks, trade names, service names, nor brand names of the other party, without obtaining prior written consent.

X. DISPUTE RESOLUTION & CONFIDENTIALITY

Any dispute arising due to misunderstanding in relation to terms & conditions of MoU to be resolved amicably by the executants of the MoU or by Head of the both parties without resorting to the court of law. The decision of settlement of disputes arrived at shall 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.

In case the parties are not able to resolve the dispute within 30 days of its being raised shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act and its amendments in force for time to time.

XI. FORCE MAJEURE

Neither party shall be made responsible for an unexpected or uncontrollable event.

IN WITNESS THEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.

FOR AND ON BEHALF OF SCCI





President

KIRIT SONI

Saurashtra Chamber of Commerce & Industry

FOR AND ON BEHALF OF NPC


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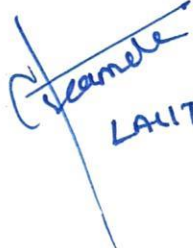
डा. राजत शर्मा / Dr. Rajat Sharma
Secretary

राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(विभिन्न एवं उद्योग मंत्रालय भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. Of India)
लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

WITNESSED BY:

1. Ketan Mehta
(KETAN H. MEHTA)
2. Rupal Shah
(Rupal Shah)

WITNESSED BY:

1. 
K. H. Shah
2. 
LAIT KAMOE