

MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL PRODUCTIVITY COUNCIL
AND
INDIAN CENTRE FOR SOCIAL TRANSFORMATION


This memorandum of Understanding (MOU) made and entered into and is effective as of June 29, 2016 by and between National Productivity Council ("hereinafter referred to as NPC") a Society under the Societies Registration Act 1860 having its registered office at Utpadakta Bhavan, 5-6 Institutional Area, Lodhi Road, New Delhi – 110003. Represented by its **Secretary Mr. A. K. Dhar** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns), the First Part.

AND

Indian Centre for Social Transformation ("hereinafter referred to as Indian CST"), represented herein by **Mr. Raja Seevan, Founder Trustee** authorized by the board of Trustees (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) incorporated and registered under the Charitable Trust and having its registered office #13/A, Shrungar Shopping Complex, 80 Feet Road, M.G. Road, Bengaluru – 560001, the Second Part.

This memorandum of Understanding (MOU) establishes relationship between NPC and Indian CST to jointly identify, qualify and develop business opportunities.




ए० के० धर/A. K. DHAR
सचिव/Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(वाणिज्य एवं उद्योग मंत्रालय के अन्तर्गत)
(Under M/o Commerce & Industry)
लोधी रोड नई दिल्ली/Lodhi Road, New Delhi-110003

WHEREBY it has been agreed and declared by the parties hereto as follows:

I. MISSION

NPC is a National level Organization to promote productivity culture in India, having expertise in the area of training, consultancy and undertaking research in the area of productivity.

INDIAN CST is a forum for citizen's collective action to implement Article 51 A of the Constitution which is to strive towards excellence in all spheres of individual and collective activity so that the nation constantly rises to higher levels of endeavor and achievement. The goal of INDIAN CST is to promote through this one stop portal, a number of projects that will deliver cost effective computing, best practices, knowledge management systems and critical applications at affordable costs and bring about social change through IT.

NPC and Indian CST have come together in a spirit of mutual interest to synergize their individual strengths and jointly in the field of Project Management & Monitoring of Projects.

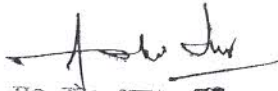
NOW THESE PRESENTS WITNESSETH AND PARTIES HEREGY AGREE AS FOLLOWS:

II. SCOPE OF THE MOU

The parties shall harness the combined strengths to work on key opportunities primarily in the Government/Public Sectors within India. Further, both parties would also work on mutually beneficial opportunities arising out of other sectors. NPC and INDIAN CST will immediately focus on Third Party Project Monitoring, Performance Evaluation, Capacity Building, Technology Transfers, Training of Manpower, and verification of government schemes / projects across Central and State Governments, SMART Cities, AMRUT cities, Swaach Bharat, Skill India, Make in India, MSME's, International Aid Agencies, World Bank, UNIDO etc. NPC will provide business development, domain expertise and programme management services and INDIAN CST will provide IT enabled solutions.

The business relation will be on preferential mutual interest basis and shall be non-exclusive.




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III. RESPONSIBILITIES

NPC will be responsible for overall project management & coordination, resource management, deliverables and liaison with the customer organization.

INDIAN CST, will be responsible for software development, software customization, training on software, application and maintenance of the same.

However, a detailed scope of work will be worked out by NPC and Indian CST for each and every project/work being carried out by them jointly. This detailed scope of work statement will thereafter form a part of the specific agreement. This agreement will include detailed work allocation, financial arrangement, copy right and patent related issues, and force majeure conditions.

The actual sharing of efforts and expenditure, revenues will be decided on case to case basis as and when an item has been identified for persuasion.

The parties agree to the following Terms and Conditions as per this MOU:

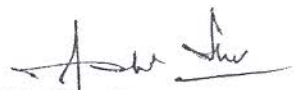
IV. CONFIDENTIALITY

Indian CST and NPC, to the extent of their respective rights to do so, shall exchange such information and data as is reasonably required by each one to perform its responsibilities under this MOU. Each partner agrees to keep such information and act in confidence and to use the same degree of confidentiality as its uses with respect to its own proprietary data to prevent the disclosure to third parties of all relevant information, data and confidential business information.

V. EFFECTIVE DATE AND DURATION

This MOU shall come into force for the purposes and intents with effect from the date of signing of the MOU, namely 29 June 2016 and shall be valid for a period of three years or extension thereof as mutually agreed upon.




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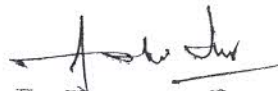
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VI. PREMATURE TERMINATION

This MOU may be prematurely terminated at the behest of either party by giving 30 days' notice in writing 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 and due diligence.

VII. INDEPENDENT OPERATION

This MOU would not restrict the independent operation of either of the parties, i.e., NPC and Indian CST. The two agencies could associate themselves with any assignment independently or in association with other agencies if deemed fit in the interest of the respective agency.

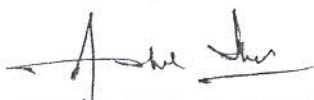
VIII. DECISION MAKING AND DISPUTE RESOLUTION

Any and all decisions to be made pertaining to this project or any and all disputes, controversy or claims related to or arising out of or in connection with this understanding shall first be referred to the following individuals for informal resolution.

For Indian CST: Mr. Raja Seevan, Founder Trustee or authorized representative.

For NPC: Director General, NPC or authorized representative.




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IX. LITIGATIONS

That any dispute arising out of this understanding and/or any subsequent agreement entered into between the parties, including specific performance by either party unless resolved through mutual discussions as mentioned above, would be referred to and adjudicated by arbitrators in accordance with Indian Arbitration and Conciliation Act 1996 and the arbitration proceedings would be held at Delhi. The sole arbitrator will be appointed by mutual consent of both the parties. The award/decision of the sole arbitration will be final and binding on both the parties. Any disputes arising out of the interpretation of this MOU will be subject to the jurisdiction of the courts in Delhi only.

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their abilities in order to meet the objectives stated in this MOU.

NOW IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by the within
Named Company

Signature:


Name: Mr. Raja Seevan



Date: June 29, 2016

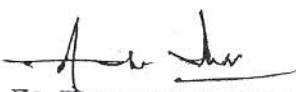
Place: New Delhi

Witness: 1.

2.

Signed and Delivered by the within
named Council.

Signature:


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सचिव/Secretary
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Name:

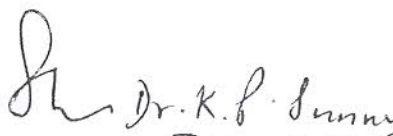
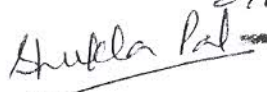
Mr. A. K. Dhar

Date: June 29, 2016

Place: New Delhi

Witness: 1.

2.


Dr. K. P. Sunny
Director (CS), NPC

Shubla Pal

Deputy Director (C.F.)
NPC