

सत्यमेव जयते

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National Productivity Council



Memorandum of Understanding Between

National Productivity Council (NPC), New Delhi

And

Council of Scientific and Industrial Research (CSIR), New Delhi

This MoU signed on this 14th day of December 2020 at New Delhi

Signature

राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(अखिल एवं संघीय मंत्रालय भारत सरकार के अर्तगत)
Under Ministry of Commerce & Industry, Govt. of India)
एन रोड, नई दिल्ली / Leoni Road, New Delhi-110003

Signature

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.

AND

Council of Scientific and Industrial Research hereinafter referred to as CSIR, an Autonomous registered body under the Ministry of Science & Technology (MoST), Govt. Of India, and a society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001, represented by the Director General 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) second party.

WHEREAS

National Productivity Council (NPC) is an autonomous consulting and training organization under Ministry of Commerce and Industry, Government of India. NPC provides Consultancy and training in the fields of Process Management, Energy Management, Environment Management, Human Resources Management, Technology Management, Information Technology, Agri – Business and Productivity Research through 12 offices spread across the country with Head Office at New Delhi.

NPC has set up a world class 'state of art' Centre of Excellence for Training in Energy Efficiency Training (CETEE) at Ambedkar Institute of Productivity (AIP), Chennai with help from Government of Japan. CETEE at NPC seeks to make major contributions to improving energy efficiency by Capacity Building of Professionals in Energy Efficiency through hands-on training, practice oriented courses. NPC is the National Agency for organizing and conducting the National Certification Examination for Energy Managers and Energy Auditors on behalf of the Bureau of Energy Efficiency, whereby about 18,000 Certified Energy Auditors/Managers serve the Indian economy today. Important international organizations

served by NPC by way of training programmes include Asian Productivity Organization (APO), GIZ UNIDO, UNEP, World Bank etc. Major Indian companies include, ONGC, IOC, Reliance, Power Grid, GAIL etc. (www.npcindia.gov.in).

NPC has also setup Centre of Excellence (CoE) on Industry 4.0 in collaboration with Asian Productivity Council (APO), Tokyo, which acts as a knowledge centre for the entrepreneurs, startups regarding concepts of information technology and its application in Industry 4.0.

AND

CSIR, known for its cutting edge R&D knowledgebase in diverse S&T areas and ranked at the top and leading R&D organisation in the country, is a contemporary R&D organization. Having a pan-India presence, CSIR has a dynamic network of 38 national laboratories, 39 outreach centers, 3 Innovation Complexes and 5 units. CSIR's R&D expertise and experience is embodied in about 4600 active scientists supported by about 8000 scientific and technical personnel. CSIR covers a wide spectrum of science and technology – from radio and space physics, oceanography, geophysics, chemicals, drugs, genomics, biotechnology and nanotechnology to mining, aeronautics, instrumentation, environmental engineering and information technology. It provides significant technological intervention in many areas with regard to societal efforts which include environment, health, drinking water, food, housing, energy, farm and non-farm sectors. Further, CSIR's role in S&T human resource development is noteworthy. Amongst its peers in publicly funded research organizations in the world, CSIR is a leader in terms of filing and securing patents worldwide. CSIR has pursued cutting edge science and advanced knowledge frontiers. CSIR contribute to over 10% of India's scientific outputs with about 3-4% of India's scientific manpower.

ARTICLES I to VIII

I. PURPOSE

The aim of this MoU is primarily to agree to work together in a collaborative manner in relation to the R&D programme of CSIR related to the *Integrated Energy Audit and Management Activity*, under the Energy Theme. Main objective to this MoU is to assist CSIR in capacity building and jointly develop and execute various energy efficiency related projects internally for the CSIR as well as other activities in this domain.

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

NPC and CSIR have identified the following areas of mutual interest:

1. Conducting diagnostic studies for widening the scope for implementation of best Energy Management practices in CSIR labs;
2. Capacity building Workshops / Programs on Energy Auditing, Energy Management, Energy Efficiency and related areas for CSIR and this can be later extended to other stakeholders;
3. Hands-on (practical) training at the state of the art "Center of Excellence for Training in Energy Efficiency" at AIP, Chennai for CSIR faculty.
4. Policy Level Studies for the Promotion of Energy Conservation, strengthen policy aspects and increase public awareness on Energy and Resource Conservation issues through Awareness and Capacity Building Programs.
5. Promotion of Energy Efficiency through Industry 4.0 technique such as Digitization, Internet of Things (IoT), Data Analytics and Big Data in association with CSIR.
6. Development of IEC material on behalf of CSIR including Case Studies, Success Stories, Toolkits, Documentary, Video Films and other promotional materials on Energy Efficiency.
7. Organizing study missions for CSIR officials to learn Best Practices on Energy Efficiency.
8. Any other activity decided mutually including environment management, technology management etc

III. AGREEMENT FOR COLLABORATION

Professional and Financial Implications

CSIR and NPC will mutually identify projects related to the Integrated Energy Audit and Management based of the core strengths of both the organizations. Separate project specific agreements will be signed delineating financial and other terms on case to case basis.

IV. Designated Points of Contact

- a) Each Party has appointed a primary point of contact and liaison (herein after called the "Partnership Manager") responsible for the management and development of the relationship between the Parties under this MoU as follows:



CSIR	NPC
Dr G.N Dayananda Head, Technology Management Directorate-II Anusandhan Bhawan 2, Rafi Marg New Delhi 110001 Mobile:9480378897 davanand@csir.res.in	Mr. Prashant Srivastava, Head, Energy Management 5-6, Institutional Area, Lodi Road, New Delhi 110003 Ph: 011-24607311 Mobile : 9211284528 prashant.s@npcindia.gov.in

b) Any Party may, by written notice to the other Party, designate additional or substitute representatives for the purposes of this MoU.

IV. TENURE & TERMINATION

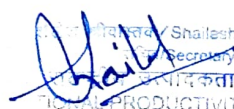
The MoU shall be effective from the date of signing and same shall remain in effect for 5 years and may be renewed or discontinued thereafter by mutual consent, giving notice of 30 days by both organisations. Under normal circumstances, either party wanting to terminate the MoU can do so and it can be done on a mutually agreed upon date in a justified way with a notification given at least three months prior to termination date. 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.

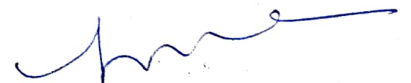
V. INTELLECTUAL PROPERTY

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.

In case any IPRs accrue from the subject MoU, the same may be governed by way of the following clauses:

1. For the purpose of this Agreement "Intellectual Property" shall mean the subject matter defined in Article-1 of the Agreement on Trade related Aspects of Intellectual Property Rights (TRIPS) which covers all categories of Intellectual Property that are subject of Sections 1 through 7 of Part II of the TRIPS Agreement.


 Shaleesh Prasad
 Secretary
 नैतिकता परिषद्
 NATIONAL PRODUCTIVITY COUNCIL
 नैतिकता परिषद् भारत सरकार के अंतर्गत
 Ministry of Commerce & Industry, Govt. of India
 5-6, Institutional Area, Lodi Road, New Delhi-110003



2. Each Party shall retain exclusive rights in respect of all Intellectual Property Rights owned by it on the date of this MOU [Background IP] and nothing in this MOU shall be constructed as granting and right, title, interest or license to or in respect of the Intellectual Property Rights of the other Party.

Any IP arising out of the Joint Intellectual input under the MoU shall be jointly owned by CSIR and NPC in the ratio of 50:50.

3. All the costs related to the drafting, filing, prosecution, maintenance and infringement of the IPRs including but not limited to patent applications/patents shall be shared equally between CSIR and NPC.

4. If either of the "Parties" do not intend to file/pursue an application for an IPR in any jurisdiction, then they shall permit the other "Party" to obtain the IPR and shall execute the necessary documents as and when required. However, the IPR shall continue to remain in the names of both the "Parties". Further, if one of the institutes decides not to share the expenses for protecting IPR, then it shall assign its rights to the other institute to enable it to file for IPR protection.

5. Since both the parties are applicants having Indian nationality, therefore in accordance with the provisions of section 39 of the Indian Patents Act, any patent application accruing from the Joint research under this agreement shall be first filed in India.

6. In case the collaborative research under this agreement is based on any "Biological Resource" obtained from/ occurring in India, then the necessary permission for filing any IPR must be taken from the National Biodiversity Authority, Chennai under the provisions of section 6 of the Biological Diversity Act of India, 2002.

VI. DISPUTE RESOLUTION & CONFIDENTIALITY

Any dispute between the parties arising from this MoU shall firstly be settled amicably through negotiations and dialogue in good faith, failing which the same shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi and shall be settled by Arbitration which shall be conducted in accordance with the provisions of (Indian) Arbitration and Conciliation Act, 1996 or any subsequent amendment thereof. The seat of such Arbitration shall be at New Delhi, India and the language shall be English. The Award shall be final and binding upon the Parties. This MoU shall be governed and construed in accordance with the laws in India. Each party shall bear and pay its own cost of arbitration proceedings. The



provision of this clause shall not become inoperative notwithstanding this MoU expires or ceases to exist or is terminated or revoked. This MOU shall be governed by, and construed in accordance with the laws of India.

VII. FORCE MAJEURE

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to Act of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc. provided on the occurrence and cessation of any such events, 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.

Two Original copies of this Agreement are being prepared for both parties executing the Agreement.

VIII. Execution of MOU

In witness whereof the parties hereto have caused their authorized representatives to sign this MoU on the day, month and year mentioned herein below

FOR AND ON BEHALF OF CSIR



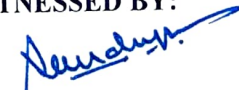

(-----)
Dr. G.N Dayananda
Head, TMD-II
Council of Scientific and Industrial Research

FOR AND ON BEHALF OF NPC





(-----)
Mr. Shailesh Shrivastava
शैलेश श्रीवास्तव / Shailesh Shrivastava
Secretary
National Productivity Council
NATIONAL PRODUCTIVITY COUNCIL
(संश्लेषण एवं उत्पादन 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. Dr. S.K. Tewari
Sr. Principal Scientist, CSIR
- 
2. SUCHIT KUMAR
STO-I, CSIR

WITNESSED BY:

- 
1. Dr. K.P. Sunny
Director Xero, NPC
- 
2. PRASHANT SRIVASTAVA
P.Y. Director/Head (EM)