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Purchased by	: NATIONAL PRODUCTIVITY COUNCIL
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
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First Party	: NATIONAL PRODUCTIVITY COUNCIL
Second Party	: SMC CORPORATION INDIA PVT LTD
Stamp Duty Paid By	: NATIONAL PRODUCTIVITY COUNCIL
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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**Memorandum of Understanding
between
National Productivity Council (NPC), New Delhi
and
SMC Corporation (India) Pvt. Ltd.**

This MoU is made on this 10th day of January 2020 at New Delhi between
**National Productivity Council, under DPIIT, M/o Commerce and Industry,
Government of India**, herein after referred to as NPC having its registered Office (HQ) at

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
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Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road New Delhi, represented by the Secretary, (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

SMC Corporation (India) Pvt. Ltd hereinafter referred to as SMC having its corporate headquarters at Noida represented by the Head, Mr. P.K. Sood (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

NPC and SMC shall individually be referred to as a 'Party' and collectively as 'Parties'.

Whereas,

1. PURPOSE

The aim of this MoU is primarily to establish a written document under which both the organizations may enter into a written agreement to carry-out collaborative measures to fulfill objectives of Center of Excellence (COE) on IT for Industry 4.0 (CoE:IT for I4.0) and creating awareness among manufacturing industries in India.

2. AREAS OF COLLABORATION

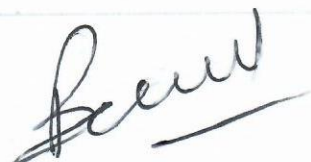
- SMC to support NPC in establishing Industry 4.0 experience zone.
- Training material developments.
- Support on demonstration project.

Further scope of collaboration can be mutually discussed and incorporated in the MOU as an Annexure at later stage.

3. AGREEMENT FOR COLLABORATION

Each such collaboration undertaken by the two organizations shall describe in detail the following:

- a. The nature scope and time of collaborative schedule
- b. Financial implications
- c. Any other provision as deemed to be necessary and agreed by both



4. NODAL AUTHORITY

The nodal officer from NPC shall be Secretary, NPC or any nominee and the Nodal officer from SMC shall be Brajesh Kumar or any nominee for all the decision making and concurrence.

5. IMPLEMENTATION AND ACTION PLAN

a. NPC and CoE shall endeavor to finalize the details of implementation and action plan of collaborative efforts to execute the parts of this MoU.

6. TENURE OF MoU

a. The MoU shall be effective from the date of signing and same shall remain in effect for 3 years and shall be reviewed every year for renewal or discontinued thereafter by mutual consent. Either Party may terminate this Agreement at any time by giving the other party prior written notice of thirty (30) days.

7. DISPUTE RESOLUTION

Any dispute arise due to misunderstanding in relation to terms & conditions of MoU to be resolved amicably by the executants of the MoU without resorting to the court of law and/or by Head of the both parties. 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.

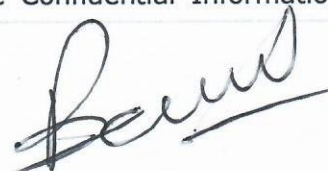
8. FORCE MAJEURE

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

9. CONFIDENTIALITY

a) Definition. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, sale prospects, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by either of the parties whether in writing, orally or by drawings or inspection of parts or equipment.

(b) Non-Use and Non-Disclosure. Both the parties to this Agreement will not, during or subsequent to the term of this Agreement, use the Confidential Information for any



purpose whatsoever other than the performance of the activities agreed hereunder or disclose either party's Confidential Information to any third party. It is understood that said Confidential Information shall remain the sole property of the respective parties. Both the parties further agree to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Confidential Information does not include information which (i) is known to either of the parties at the time of disclosure as evidenced by written records, (ii) has become publicly known and made generally available through no wrongful act of either of the parties, or (iii) has been rightfully received by either of them from a third party who is authorized to make such disclosure.

(c) Third Party Confidential Information. The parties recognize that they have received and in the future will receive from third parties their confidential or proprietary information subject to a duty on either part to maintain the confidentiality of such information and to use it only for certain limited purposes. Both the parties to this Agreement agree that they owe to the other and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary for carrying out the activities consistent with the agreement with such third party.

(d) Return of Materials. Upon the termination of this Agreement, or upon earlier request made by either of the parties to this Agreement, the party to whom the request is made will deliver to the other all of the property or Confidential Information that it may have in possession or control and which belongs to the other and destroy all records thereof, electronic or otherwise, with it.

10. INTELLECTUAL PROPERTY

By entering into this Agreement, the Parties undertake:

- (a) To respect each other's intellectual property,
- (b) Not to use each other's intellectual property without the prior express written consent of the other,
- (c) Ensure the confidentiality of such intellectual property of the other within their respective organizations,
- (d) Not to use each other's intellectual property other than for purpose of this Agreement.

The Parties agree that neither of them shall gain by virtue of this Agreement any rights of ownership or any other interest, right or title of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other



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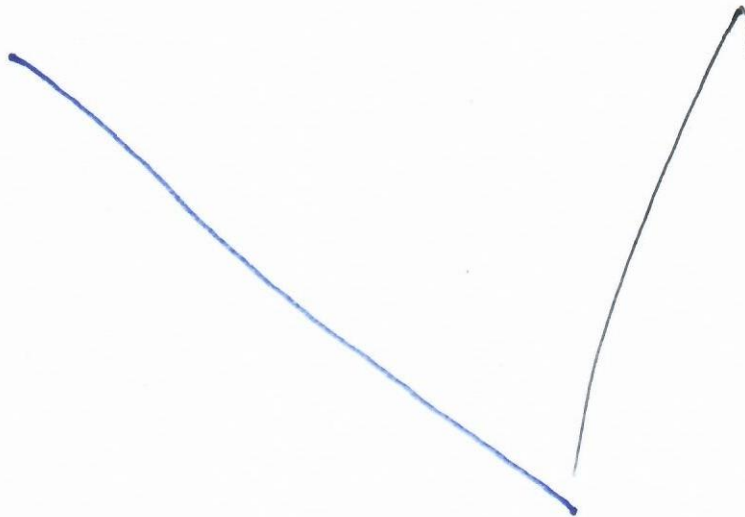
Party. Except as otherwise explicitly agreed between the Parties in writing, any and all works developed in the course of performing obligations pursuant to this Agreement and all new inventions, innovations or ideas developed by a Party in the course of performance of its activities under this Agreement, will belong to that Party who develops the same.

11. MISCELLANEOUS

- a. Nothing in this Agreement should be construed as creating a partnership, agency, franchise or joint venture, of any kind, between the Parties, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever, without the other Party's prior written consent.
- b. In no event shall any party be liable for any special, incidental, indirect, consequential or exemplary damages arising out of this engagement under this Agreement, including, without limitation, any costs, expenses or liabilities incurred as a result of lost profits or revenues, loss of use of any software or any hardware, loss of any data, the cost of recovery of such data, or the cost of substitute software. NPC acknowledges that any mentorship, professional advice and other support and resources given by SMC is being extended as a goodwill and SMC shall not be liable for any loss, damages or claims that arise due to the same. SMC does not warrant that the professional advice extended by its representatives during the course of this engagement is accurate, correct or reliable. SMC will not be held responsible for any disputes and differences with start-ups where there is no direct engagement.







The parties herein have agreed and signed this document on this 10th day of January 2020 as under as per above clauses.

FOR AND ON BEHALF OF SMC



(P. K. Sood)

AGM

SMC Corporation (India) Pvt. Ltd.

FOR AND ON BEHALF OF NPC



(Shailesh Srivastava)

शैलेश श्रीवास्तव / Shailesh Srivastava

Secretary

National Productivity Council

On behalf of DG, NPC

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

WITNESSES:

1. BRAJESH KUMAR

2.

1.

2.