



Memorandum of Understanding

This MoU signed on this 24th day of September at New Delhi

BETWEEN

National Productivity Council, under DEPARTMENT FOR Promotion of industry and internal Trade (DPIIT), M/o Commerce and Industry, Government of India, herein after referred to as **NPC** having its registered Office (HQ) at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road New Delhi, 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

Indian Institute of Technology, Bombay, having its Campus at Adi Sankarayacharya Marg, Powai, Mumbai - 400076, represented through its Professor-in-charge (CEP & QIP) and HoD, Ashank Desai Centre for Policy Studies (ADCPS), hereinafter referred to as '**IIT-B**', (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees) of the second part.

NPC and IIT-B shall individually be referred to as a 'Party' and collectively as 'Parties'.

PSR

विजय कुमार/Vijay Kumar
सचिव/Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(बणिज्य एवं उद्योग विभाग, भारत सरकार के अंतर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लोदी रोड, नई दिल्ली/Lodhi Road, New Delhi-110003

Shishir Kumar

- I. **About NPC: National Productivity Council (NPC)** is an autonomous organization under the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India providing Consultancy, Capacity Building and Evidence Based Research Services. NPC, headquartered at New Delhi, has a pan India presence and renders its services for improving productivity and competitiveness through its 13 Regional Offices with a strong workforce who is Qualified & Trained professionally in the domain of Energy Management, Industrial Engineering, Environment Management, Human Resource Management, Agri-Business Services, Economic Services. NPC's overall objective is to increase the productivity of all sectors in Indian Industries. NPC targets to conduct the short term/Long term Capacity building programmes across country on various trades/Topics which are relevant to industry and catering the need of existing Market. It also may be called Quality up gradation/enhancement of competencies of the students/working professionals/entrepreneurs/SMEs.
- II. **About IIT Bombay:** IIT Bombay was founded in 1958 and the same was decreed as **Institute of National Importance in 1961 by the Parliament of India.** The institute has 15 departments, 23 multi-disciplinary centres, 3 schools of excellence and 4 interdisciplinary programs. The campus houses several advanced Research and Development (R&D) facilities, including sophisticated state-of-the-art laboratories furnished by industry. IIT Bombay also has state of the art Industrial Research & Consultancy Centre (IRCC) for providing end-to-end support, from conceptualized to commercialization, of research ideas by providing consultancy support to manufacturing & service sector and Government.

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A. PURPOSE

The aim of this MoU is primarily to establish an overarching framework under which both the organizations may enter into more specific agreements to perform collaborative programmes to fulfill objectives of NPC and IIT Bombay (Ashank Desai Centre for Policy Studies) in order to take up training in India and abroad. As part of awareness program, both organizations will work towards the Academia-Industry Linkage.

- ❖ NPC as a part of its mandate to disseminate productivity culture amongst various sections of the economy new initiative is exploring to contribute in the Education Sector and accordingly is entering into collaborations/MoUs to further explore the mutually beneficial opportunities in the Educational Institutes, Engineering Colleges, Management Colleges and different Universities across different subject areas/domains.
- ❖ Under this initiative different collaborative work areas are being identified to impart practical hands on experience & equipping the Graduate/PG Students on new concepts/tools/techniques with employable competencies & capabilities, wherein they become industry ready for taking up jobs as well as enter into businesses in variety of new technologies, products, services in the domestic markets.
- ❖ Supporting the vision of policy studies with a strong Government-Industry interface, NPC is aiming to focus on Customized Trainings /Capacity Building Programs.

B. AREAS OF COLLABORATION

- Development & conduct of Capacity Building Programs through specifically designed course curriculum jointly with IIT Bombay and NPC.
- Development of Certificate Course on Circular Economy Practitioner (CEP) jointly by IIT Bombay and NPC.
- Development of credit based regular "Industry project-based Programs", so that participants will be involved in the projects, duly mentored by both NPC experts and by IIT Bombay faculty (ADCPS).
- Other programs /activities on mutually agreeable conditions.

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

C. 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 Parties.

D. NODAL AUTHORITY

The nodal officer and signatory from NPC shall be DG, NPC or any nominee and the Nodal officer from IIT Bombay shall be PIC (CEP & QIP) or HoD (ADCPS) or as nominated from the institute.

E. IMPLEMENTATION AND ACTION PLAN

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

F. TENURE OF MoU

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.

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G. DISPUTE RESOLUTION

Any dispute arising 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. The dispute in relation to this MoU shall be resolved amicably by Heads of 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.

H. FORCE MAJEURE

Neither party shall be made responsible for an unexpected or uncontrollable event. However, in case of force majeure, the tenure of this agreement shall be extended proportionately to the time during which force majeure subsist.

I. 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.

RSR

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विजय कुमार / Vijay Kumar
सचिव / Secretary

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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 may 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.

J. 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.

RSK

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विजय कुमार/Vijay Kumar
सचिव/Secretary

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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 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.

K. MISCELLANEOUS

- a. This MoU is a collaboration equal in merits and 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.

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The parties herein have agreed and signed this document on this 24th day of September, 2021 as under as per above clauses.

FOR AND ON BEHALF OF IIT BOMBAY

FOR AND ON BEHALF OF NPC

Preeti Rao

Actg. Professor-in-charge (CEP & QIP)

(Vijay Kumar)

विजय कुमार/Vijay Kumar
Secretary

National Productivity Council

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(Ashank Desai)

Head, Ashank Desai Centre for Policy Studies

24/09/2021

WITNESSES:

1. Ms. Vandana A. Pagare

2. *Vandana*
24/9/2021

1. *Shukla Pal*
4/10/2021

2. *Vijay*
4/10/2021

Ms. Bindu S. Kelas/car

Bindu
24/09/2021