

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**National Productivity Council (NPC), New Delhi**  
**and**  
**MacLead Certifications Pvt. Ltd, Greater Noida**

This Memorandum of Undertaking (MoU) made on this 15<sup>th</sup> day of July 2021 at New Delhi between

**National Productivity Council, under DPIIT, Ministry of Commerce and Industry, Government of India**, hereinafter referred to as **NPC** having its registered Head Office (HQ) at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road, New Delhi- 110003, represented by the Secretary, NPC (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

**MacLead Certifications Pvt. Ltd**, hereinafter referred to as **MACLEAD** having its registered office at 29 D, Knowledge Park -1, Greater Noida, represented by the Chief Executive Officer (CEO), MACLEAD (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 part;

Whereas,

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**Maclead Certification Pvt. Ltd.**  
Director/Authorized Signatory



## I. PURPOSE

The aim of this MoU is primarily to Empanel '**MacLead Certifications Pvt. Ltd.**' as Management Consultants and Trainers in the service of National Productivity Council (NPC) for a period of 36 months. The MacLead will work closely with NPC to help to execute different Management Systems / Capability Maturity Models and other emerging fields in management to improve productivity of Indian organizations.

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

- i. Provide Technical Assistance to NPC at regular intervals.
- ii. Meet the representative of relevant departments to understand and identify areas that can impact general public opinion on various factors related to work of that department.
- iii. Identify areas that can lead to improvement of productivity of Indian organizations.
- iv. Propose and Conduct required Trainings and desired interventions with the spectrum of actors including the general public and various organizations.
- v. Contribute to the implementation of reforms.
- vi. Work hand-in-hand with NPC and GOI Ministries/Departments with a common goal to consistently improving productivity of Indian organizations
- vii. Management Systems / Capability Maturity Models and other emerging fields areas includes such as;
  - a. CMMI – Development
  - b. CMMI – Services
  - c. People CMM
  - d. CMMI – Supplier
  - e. Data Management Maturity
  - f. Medical Device Discovery Appraisal Program
  - g. Cybersecurity Maturity Model Certification
  - h. Management Systems Standards Published by ISO and BIS
  - i. Six Sigma
  - j. Other emerging fields as per the competencies of MacLead

## III. AGREEMENT FOR COLLABORATION

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

- i. The nature, scope and time of collaborative schedule
- ii. Financial implications & sharing mechanism, wherever applicable.



Maclead Certification Pvt. Ltd.  
Director/ Authorized Signatory



- iii. Any other provision as deemed to be necessary and agreed by both

#### **IV. NODAL AUTHORITY AND SIGNATORIES**

The nodal officer and signatory from NPC shall be Secretary, NPC or any nominee and the nodal officer and signatory from MACLEAD shall be CEO, MACLEAD or any nominee for all the decision making and concurrence.

#### **V. IMPLEMENTATION AND ACTION PLAN**

- i. NPC and MACLEAD shall endeavor to finalize the details of implementation and action plan of collaborative initiatives to execute the parts of this MoU.
- ii. Financial commitments related to joint initiatives will be decided mutually by both organizations.

#### **VI. TENURE & TERMINATION**

The MoU shall be effective from the date of signing and same shall remain in effect for 3 years and may be renewed or discontinued thereafter by mutual consent, giving notice of 30 days by either side.

#### **VII. 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 of such party.

#### **VIII. DISPUTE RESOLUTION & CONFIDENTIALITY**

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.



Maclead Certification Pvt. Ltd.  
Director/ Authorized Signatory

A blue ink signature is written over the text 'Maclead Certification Pvt. Ltd. Director/ Authorized Signatory'.

## IX. FORCE MAJEURE

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

The parties herein have agreed and signed this document on this 15<sup>th</sup> day of July 2021 as under as per above clauses.

### FOR AND ON BEHALF OF MACLEAD

Maclead Certification Pvt. Ltd.

Director/ Authorized Signatory

(Shri Chandra Sekhar Mateti)

Chief Executive Officer

MacLead Certifications Pvt. Ltd.

### FOR AND ON BEHALF OF NPC

(Dr. Rajat Sharma)

Secretary

National Productivity Council

On Behalf of NPC

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

Witness-

1.0

Saurabh Singh  
mob no:- 9953534229

1.0

Dr. K.P. Sunny  
Director (ES) NPC

2.0

Sita Sharan Sharma  
7742391777

2.0

Rishabh Agrewal  
DY. Director (ES), NPC