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**Second Party** : MAXBYTE TECHNOLOGIES PRIVATE LIMITED  
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IN-DL00155099988368W

Memorandum of Understanding  
between

National Productivity Council (NPC), New Delhi  
and

Maxbyte Technologies Services Pvt. Ltd., Coimbatore

This MoU made on this 07<sup>th</sup> day of June 2024 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 Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road New Delhi, 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.

Dr. SHUKLA PAL MAITRA  
 Secretary  
 राष्ट्रीय उत्पादकता परिषद्  
 NATIONAL PRODUCTIVITY COUNCIL  
 (विशेष रूप से उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)  
 (Under Ministry of Commerce & Industry, Govt. of India)  
 लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

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And

MAXBYTE TECHNOLOGIES SERVICES PVT. LTD., hereinafter referred to as Maxbyte having its registered office at F-4, Sindur Panthon Plaza, Pantheon Road, Egmore, Chennai, Tamil Nadu, India with branch Office at 218, Cowley Brown Road, R S Puram, Coimbatore, Tamil Nadu, India, a company organized under the laws of the state of Tamil Nadu (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 Maxbyte shall individually be referred to as a 'Party' and collectively as 'Parties'.

Whereas,

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Now, therefore, it is hereby agreed by and between BOTH THE PARTIES through the instrument of this MOU as follows:

### I. OBJECTIVES

1.0 BOTH THE PARTIES envisage for collaboration, in line with the Government's vision of Atma Nirbhar Bharat and Viksit Bharat by 2047 for the transformation of every sector, by making research, innovation and entrepreneurship the key drivers of its transformation.

2.0 BOTH THE PARTIES shall jointly work to develop strategic partnerships by exploring and developing business opportunities on key developments and opportunities in Consultancy & Research / Capacity Building & Training Services in different areas / sectors related to their core strengths and competencies within India and overseas.

3.0 This MOU shall facilitate to strengthen and supplement the knowledge, expertise, and experience of the parties, in order to harness upcoming business opportunities identified mutually or by either party.

### II. AREAS OF COLLABORATION (SCOPE OF WORK)

#### CAPACITY BUILDING -

a) Both the parties will work as a Training Partner towards strengthening Digital Skills & Capacity Building initiatives arising out of Government and Private Sectors and/or other sectors within India and overseas.

(I) Organizing and conducting Joint Workshops/ Trainings/ e-learning Programs/ Awareness Programs towards building awareness on Digital Skills & Capacity

  
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निदेशक / Director  
सचिव / Secretary  
राष्ट्रीय उत्पादकता परिषद्  
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- Building initiatives for Government and Private Sectors and/or other sectors within India and overseas.
- (II) Develop awareness intervention programmes for industry need assessment and readiness for technology adoption specific to each sector & unit level for pilot implementation.
- (III) Providing Technical Expert/Faculty Support for various capacity building programs.
- (IV) Developing content for various trainings Toolkit / workshops/ e-learning programs/ awareness programs under various digital capacity building initiatives.
- (V) Development of Expert trainers through Training of Trainers (ToT) programs.

#### ACTION RESEARCH & CONSULTANCY

- a) Conducting Joint Research/ Providing Technical Expert Support for the consultancy assignments in the emerging areas of digital technologies with the development of appropriate business models/ technological solutions arising out of Government and Private Sectors and/or other sectors within India and overseas.
- b) Jointly develop assessment framework and tool specific for Indian Manufacturing Industries
- c) Conducting Joint Research and Technical Expert Support for the Need assessment for advanced Manufacturing including Gap analysis and readiness assessment specific to sector, size, & category at the industry unit level for pilot implementation.
- d) Providing Technical Expert Support for the Implementation of demonstration projects in association with industry for showcasing the Industry 4.0 success stories.

#### DIGITAL INTERVENTIONS SUPPORT FOR NPC

- a) Providing Support for developing cloud based digital platforms (*mobile & web based*) for NPC with the focused need to promote and disseminate NPC's activities/ services by way of strong digital presence (*website/ multi-site/ micro-sites*).
- b) Providing Support for the design and development of the appropriate technological solutions arising out of awareness intervention programmes for industry need assessment and readiness for technology adoption specific to each sector & unit level for pilot implementation.

#### III. APPROACH

1.0 BOTH THE PARTIES shall co-operate with each other to identify and take-up projects, within the scope of work as mentioned in Clause 1.1.0 above, either through tender or through sole-source basis in India and abroad on a case-to-case basis (Identified Projects).

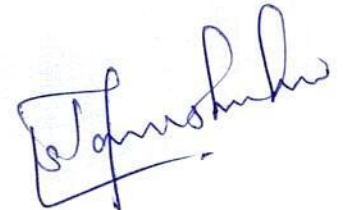
2.0 BOTH THE PARTIES may make joint presentations to various clients in India and abroad as may be required from time to time, as mutually agreed.

3.0 EACH PARTY shall bear its respective costs for achieving the objectives of this MOU. All pre-tendering expenses incurred by EITHER PARTY including on promotion activities till finalization of the work order/agreement shall be borne by the RESPECTIVE PARTY incurring it.

4.0 While drawing up proposals or collaborating for any tender, BOTH THE PARTIES shall agree, in writing, on the scope of services and work to be rendered by EACH PARTY and the form of co-operation.

5.0 THE PARTIES, before finalizing the contract (either through tender or sole-source basis) with the Client, shall negotiate and enter into a definitive agreement between them defining clearly the scope of

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work and services, price, obligations of EACH PARTY and other technical and commercial matters as well as performance guarantees.

6.0 On any such identified Project, after joint bidding / upon award, BOTH THE PARTIES shall work on exclusive basis for their respective scope of work earmarked for the Projects. The mode of co-operation for such identified Projects shall be as per a definitive agreement entered between Parties on case-to-case basis.

#### IV. AGREEMENT FOR COLLABORATION

Professional and Financial Implications BOTH THE PARTIES will be responsible for overall project management and coordination, resource management, deliverable and liaison with Industries, Utilities and all other concerned stakeholders. However, for each of the project or activity being undertaken by BOTH THE PARTIES, a detailed scope of work including financial implications and other terms and conditions for executing the project will be worked out jointly and will be implemented based on the resources provided either by the government or any other agency.

This detailed scope of work statement will thereafter form a part of the project specific agreement. The actual sharing of efforts and expenditure, revenues will be decided on case to case basis as and when an opportunity has been identified for persuasion.

#### V. TENURE AND TERMINATION

This MoU shall be effective from the date of signing and the same shall remain in effect for 03 (three) years and may be renewed or discontinued thereafter by mutual consent. Under normal circumstances, either party wanting to terminate the MOU can do so by giving at least three months prior notice 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. The mere existence of this MoU does not prevent EITHER PARTY to individually bid for any project / consultancy work base on their respective business operations.

#### VI. 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. This is defined as 'existing IPR' owned by each party. 'New IPR' may be developed through collaborative research and development projects and owned by both parties, together and/or individually, subject to written contract.

#### VII. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

1.0 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, 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.

2.0 Non-Use and Non-Disclosure: Both the parties to this Agreement will not, during or subsequent to the termination 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 the 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.

3.0 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.

4.0 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.

5.0 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.

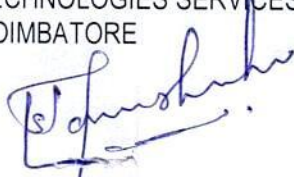
### VIII. DISPUTE RESOLUTION AND CONFIDENTIALITY

Any dispute arising due to misunderstanding in relation to terms and conditions of MoU to be resolved amicably by Heads of the BOTH THE PARTIES without resorting to the court of law, 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, In case the parties are not able to resolve the dispute within 30 days of it being raised, it shall be referred to and finally resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996.

### IX. FORCE MAJEURE

Neither party shall be made responsible for an unexpected or uncontrollable event. IN WITNESS THEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding document on this 07<sup>th</sup> day of June 2024 as under as per above clauses.

FOR AND ON BEHALF OF MAXBYTE  
TECHNOLOGIES SERVICES PVT. LTD.,  
COIMBATORE



Secretary, Maxbyte Technologies Services Pvt. Ltd.,  
Coimbatore

Witness-

1.0 (-----  


2.0 (-----  


FOR AND ON BEHALF OF NPC



Secretary, National Productivity Council

Witness-

1.0 (-----  


2.0 (-----  


शुक्ला पाल मैत्रा / Dr. SHUKLA PAL MAITRA  
निदेशक / Director  
सचिव / Secretary  
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