



सत्यमेव जयते

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Second Party	: NITCON LIMITED
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Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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Memorandum of Understanding between National Productivity Council (NPC), New Delhi and NITCON LIMITED

This MoU made on this 23/12/2019 at New Delhi between

National Productivity Council, under 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

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श्रीलेश श्रीवास्तव / Shrilesh Srivastava
सचिव/Secretary

राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL

अखिल एवं उद्योग मंत्रालय भारत सरकार से अर्जित
Under Ministry of Commerce & Industry, Govt. of India

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J. S. LAMBA
Sr. General Manager
NITCON LTD.

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

NITCON Limited hereinafter referred to as **NITCON** having its registered office at **IFCI Bhawan, Plot No. 1-C, Madhya Marg, Sector- 27-A, Chandigarh- 160019**, represented by J S Lamba, Sr. General Manager (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,

ARTICLES

- I. PURPOSE
- II. AREAS OF COLLABORATION/ STATEMENT OF WORK (SoW)
- III. AGREEMENT FOR COLLABORATION
- IV. NODAL AUTHORITY AND SIGNATORIES
- V. IMPLEMENTATION AND ACTION PLAN
- VI. TENURE & TERMINATION
- VII. INTELLECTUAL PROPERTY
- VIII. DISPUTE RESOLUTION & CONFIDENTIALITY
- IX. FORCE MAJEURE

- I. **PURPOSE:** The aim of this MoU is primarily to **collaborate in the areas of Innovations, Skill Development, Training & Capacity Building, Education & related Infra etc.**

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

- a. Distance Learning Courses / Massive Online Open Courses (MOOC) including online testing and certification. This inter alia shall also include curriculum / content development, training programmes and workshops, developing teaching aids, conducting research in this sector.
- b. Establishment of skill development training centers/capacity building training centers/ Entrepreneurship Development Centers towards creation of self employment and wage employment opportunities through skill impartment that are sector specific as per the Central/State/Private(CSR) project guidelines.
- c. Project Management Consultancy services for project formulation with budgeting / technical specifications, recruitment, training, project execution and other advisories / surveys, Energy audit and assessment. Another focus area would be to focus on R & D, White Papers formulation / inputs for policy making at institutional level,
- d. That the both the PARTIES shall identify industry / institution partners within and outside India to collaborate with the Center of Excellence to

develop the same into a well-respected academic / knowledge institution Internationally

- e. Start Up India projects / incubation center for new technologies / indigenization of foreign technologies / products and solutions in the identified sectors.
- f. CSR (Corporate Social Responsibility) projects in this domain,
- g. Any other areas as mutually agreeable between the PARTIES and the projects can be located within as well as outside India.

III. **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 & sharing mechanism, wherever applicable.
- c. 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 **NITCON Limited** shall be **Sh J.S Lamba, Sr. General Manager** or any nominee for all the decision making and concurrence.

V. **IMPLEMENTATION AND ACTION PLAN:**

- a. NPC and **NITCON Limited** shall endeavor to finalize the details of implementation and action plan of collaborative initiatives to execute the parts of this MoU.
- b. 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 **4 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 aside 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.

श्रीलेख श्रीवास्तव / Shalokh Srivastava
सचिव/Secretary
राष्ट्रीय उत्पादकता परिषद
NATIONAL PRODUCTIVITY COUNCIL
(अधिष्ठातृ एवं उद्योग मंत्रालय भारत सरकार के अन्तर्गत)
Under Ministry of Commerce & Industry, Govt. of India
एन 01 रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

J. S. LAMBA
Sr. General Manager
NITCON LTD.


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 23rd day of December 2019 as under as per above clauses.

FOR AND ON BEHALF OF NITCON	FOR AND ON BEHALF OF NPC
 (Sh. J.S. Lamba) Sr. General Manager NITCON LIMITED	 (Sh. Shailesh Shrivastava) Secretary National Productivity Council On behalf of DG NPC

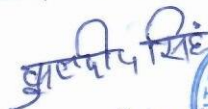
Witness-

1.0


(KUNAL ANAND)
NITCON
(PROJECT MANAGER)




2.0


(KULDEEP SINGH)
NITCON




1.0


K.D. Sharma
RD/2/21/19



2.0


(UMASHANKAR PRASAD)
Director (IE & HRM)

