

**Memorandum of Understanding
between
National Productivity Council (NPC), New Delhi
and
Market Xcel Data Matrix Pvt. Ltd, New Delhi**

This MoU made on this 5th day of February 2021 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 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.

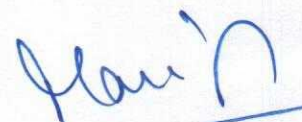
And

Market Xcel Data Matrix Pvt. Ltd, hereinafter referred to as **MX** having its registered office at 16, Kailash Road, Sant Nagar, East of Kailash, New Delhi, Delhi 110065, represented by the Chief Executive Officer (CEO), MD, MX (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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I. PURPOSE

The aim of this MoU is primarily to Empanel 'Market Xcel Data Matrix Pvt. Ltd.' as Project Management Consultant (PMC) in the service of National Productivity Council (NPC) for a period of 36 months. The PMC will work closely with NPC to help improve India's ranking on the WJP Rule of Law Index.

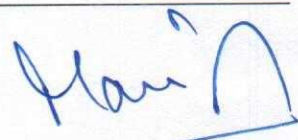
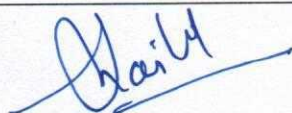
II. AREAS OF COLLABORATION/ STATEMENT OF WORK (SoW)

- 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 work of that department.
- iii. Identify areas that can lead to improvement of Indian ranking in the Rule of Law Index.
- iv. Propose and Conduct required primary researches and desired interventions with the spectrum of actors including the general public for measuring, analyzing, their perceptions and proposing changes in accordance, subsequently Measuring and evaluating intervention effects.
- v. Contribute to the implementation of reforms.
- vi. Work hand-in-hand with NPC and GOI Ministries/Departments with a common goal to consistently improve India's ranking in the WJP Rule of Law Index this year and subsequent rounds.

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.
- 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 MX shall be CEO, MX or any nominee for all the decision making and concurrence.

V. IMPLEMENTATION AND ACTION PLAN

- i. NPC and MX 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.

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 5th day of February 2021 as under as per above clauses.

FOR AND ON BEHALF OF MX




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Chief Executive Officer
Market Xcel Data Matrix Pvt. Ltd.

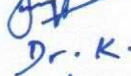
Witness-

1.0 
ASHWANI ARORA

2.0 
DR. MANISH GANVIR

FOR AND ON BEHALF OF NPC


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Secretary
National Productivity Council
On behalf of DG NPC
NATIONAL PRODUCTIVITY COUNCIL
(वणिज्य और उद्योग विभाग के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

1.0 
Dr. K.P. Sunny, Director (ES)

2.0 
Dr. Rajat Sharma, Director (ES)