

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL PRODUCTIVITY COUNCIL (NPC)**

AND

NATIONAL SMALL INDUSTRIES CORPORATION LTD. (NSIC)

This MoU is made on this **20th day of April 2017** at **New Delhi**

Between

NATIONAL PRODUCTIVITY COUNCIL (under Ministry of Commerce & Industry, Government of India) hereinafter referred to as NPC having its registered Office at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road, New Delhi-110003, represented by the Director General, (which expression unless it be repugnant to, or excluded by the context or meaning thereof be deemed to mean and include its successors, assignees) on the first part.

And

National Small Industries Corporation Ltd., a Government of India Enterprise, hereinafter referred to as NSIC, having its office at Okhla Industrial Estate, New Delhi-110020 represented by the Chairman-cum-Managing Director (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) on the second part

ARTICLE 1

PURPOSE

The purpose of this MoU is primarily to establish a written document under which both the parties agrees to perform collaborative programmes to fulfil the objectives of proposed Center of Excellence (COE) for IT for Industry 4.0.

ARTICLE 2

AREAS OF COLLABORATION

- Joint efforts for organizing workshops and capacity building training programmes both classroom and online.
- Conducting international conferences.

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- Coordinating multi country observational study missions.
- Website platforms and applications development for wider consultancy advice and sharing databases.
- Training material development.
- Undertaking research studies and surveys in the area of IT for industry 4.0.
- Facilitating Demonstration projects for startups.
- Facilitating international co-operation and collaboration.

ARTICLE 3

ROLES AND RESPONSIBILITIES OF NSIC

- i) Designate/earmark space of 200 to 500square feetfor demonstration projects for different technologies.
- ii) Share the database and information related to MSMEs available with NSIC for sharing.
- iii) Assign nodal officer for co-ordination for COE.
- iv) Facilitate in conducting workshops/ training programmes and development of training material.

ARTICLE 4

ROLES AND RESPONSIBILITIES OF NPC

- i) Provide infrastructure like training hall for the conduct of workshops / conferences / training programs.
- ii) Provide its infrastructure and Regional office support for research studies.
- iii) Facilitate the research studies and share their outcomes.
- iv) Support in website / application development.
- v) Provide dedicated team for facilitation of COE.
- vi) Support in conduct of workshops / training programmes and development of training material.
- vii) Support in activities of other stakeholders of COE like BOSCH India, Fraunhofer India etc.
- viii) Coordinate with Asian Productivity Organization (APO).

ARTICLE 5

COORDINATING OFFICER

The Parties will appoint a coordinating officer within their respective organizations who will be responsible for following up and coordinating matters relating to this Memorandum of Understanding.

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ARTICLE 6

IMPLEMENTATION

The Parties will work out the practical detail of co-operation between the Parties and to ensure the proper and effective implementation of this Memorandum of Understanding subject to the laws, rules, regulations and national policies. The Parties will consult each other through designated contact persons as will be determined by the respective Parties to work out the details of the responsibilities of both Parties in accordance with the areas of co-operation as agreed upon in Article 2.

ARTICLE 7

FINANCIAL ARRANGEMENTS

The financial arrangements to cover expenses for the cooperative activities undertaken within the framework of this Memorandum of Understanding will be mutually agreed upon by the Parties on a case-by-case basis.

ARTICLE 8

CONFIDENTIALITY

- 8.1 Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
- 8.2 Both Parties have decided that the provisions of this Article will continue to be binding between the Parties Participants notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 9

AMENDMENT

- 9.1 Either Party may request in writing an amendment of all or any part of this Memorandum of Understanding.

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- 9.2 Any amendment to this Memorandum of Understanding agreed to by the Parties will be agreed in writing and signed by the Parties and will form part of this Memorandum of Understanding.
- 9.3 Such amendment will come into operation on such date as may be mutually determined by the Parties.

ARTICLE 10

DURATION

- 10.1 The MoU shall be effective from the date of signing.
- 10.2 It shall remain in effect for a period of three (3) years.
- 10.3 It may be renewed thereafter by mutual consent.
- 10.4 The MoU can be terminated by either party by giving 30 days' notice.

ARTICLE 11

ARRANGEMENTS WITH OTHER PARTIES

This Memorandum of Understanding does not preclude either Party from entering into any similar arrangement with any other party.

ARTICLE 12

NOTICE

Any notice, approval, consent, requestor other communication required or permitted to be given or made under this Memorandum of Understanding will be in writing in the English language and such notice will be served or delivered by registered mail to the address or sent to the electronic mail address or facsimile number as either Party may have notified the sender.

ARTICLE 13

LEGAL EFFECT

This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create any legally binding or enforceable obligations.

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ARTICLE 14

DISPUTE RESOLUTION & CONFIDENTIALITY

Any dispute to be resolved amicably by the executants of the MoU, otherwise, the dispute to be referred to an 'Arbitrator' under the Arbitration and Conciliation Act, 1996, as amended by, to be appointed with the consent of both the parties. The decision of the 'Arbitrator' will 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.

ARTICLE 15

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 20th day of **April 2017** as under as per above clauses.

FOR AND ON BEHALF OF NSIC

FOR AND ON BEHALF OF NPC



Ravindra Nath

Ravindra Nath
Chairman-cum-Managing Director
National Small Industries Corporation
Ltd.

K. Awasthi

Kalpna Awasthi
Director General
National Productivity Council

WITNESSES:

1. *Satinder Singh*
SATVINDER SINGH
CGM, NSIC

2. *Sanjay Rautecla*
SANJAY RAUTECLA
DGM, NSIC

कल्पना अवस्थी / Kalpna Awasthi I.A.S.
महानिदेशक / Director General
राष्ट्रीय उत्पादकता परिषद / National Productivity Council
लोदी रोड, नई दिल्ली / Lodi Road, New Delhi-110003

1. *K. Sunil*
Sunil Kumar
Director (F)

2. *Sanjay Kumar*
Sanjay Kumar
GM (BE)