



తెలంగాణ తెలంగాణ TELANGANA

3429 19/12/19 100/-
S.No. Date Rs.
Sold To Dr. R. Hemant Kumar Rao S/o B. Greenwade Rao
For Whom National Productivity Council

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**Memorandum of Understanding
between
National Productivity Council (NPC), New Delhi
and
State Energy Conservation Mission of Andhra Pradesh**

This MoU made on this 20th day of December 2019 at Vijayawada between **National Productivity Council (NPC), New Delhi and State Energy Conservation Mission of Andhra Pradesh (APSECM).**

National Productivity Council, under Department for Promotion of Industry and Internal Trade(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 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.

1
Chief Executive Officer
APSECM, Dept. of Energy
Govt. of A.P., Vijayawada.

शैलेश श्रीवास्तव / Shailash Srivastava
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(संश्लेषण एवं उद्योग मंत्रालय भारत सरकार के अंतर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

And

SECM is the State Designated Agency (SDA) for the State of Andhra Pradesh (hereinafter referred to as the "AP SDA") under the provisions of the Energy Conservation Act, 2001 (hereinafter referred to as the "EC Act") having its registered office at 2nd Floor, 33/11 Kv Indoor Substation Building, Museum Road, Governor pet, Vijayawada – 520002 (AP).represented by the Chief Executive Officer.

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I. PURPOSE

The aim of this MoU is primarily to undertaking joint activities such as energy audits, technology implementation, renewable energy promotion, capacity building/ awareness generation in municipalities and Municipal corporations etc. to promote cleaner technologies among different MSME sectors in the state of Andhra Pradesh.

AREAS OF COLLABORATION/ STATEMENT OF WORK (SoW)

1. Facilitating adoption of globally accepted cleaner technologies and best practices for deployment in different end-use sectors (such as Power Sector, Cement sector, Iron and Steel, Textile, Fertilizers, Aluminium, Chlor-Alkali, Pulp & Paper) Commercial buildings & establishment & Distribution systems (DISCOM's).
2. Dialoguing with government agencies and financial institutions to seek support for initiatives and programs to promote energy efficient and cleaner technologies;
3. Conducting awareness workshops and training programmes on cleaner technologies and best practices in Energy Management;
4. Participating in technical workshops, training programs and seminars at the state, national and international levels.

It is reiterated that support provided by NPC will be of technical nature only. Separate agreements will be signed between NPC and SECM to detail out the specific scope of work and corresponding budget, after mutual consultations NPC and SECM and other relevant departments can also sign separate tripartite agreement (s) depending upon the nature of cooperation.

II. 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
 - a) Facilitating adoption of globally accepted cleaner technologies and best practices for deployment in different end-use sectors (such as Power Sector, Cement sector, Iron and Steel, Textile, Fertilizers, Aluminium, Chlor-Alkali, Pulp & Paper) Commercial buildings & establishment & Distribution systems (DISCOM's).
 - b) Dialoguing with government agencies and financial institutions to seek support for initiatives and programs to promote energy efficient and cleaner technologies;
 - c) Conducting awareness workshops and training programmes on cleaner technologies and best practices in Energy Management;
 - d) Participating in technical workshops, training programs and seminars at the state, national and international levels.
- ii. Financial implications & sharing mechanism, wherever applicable.
- iii. Any other provision as deemed to be necessary and agreed by both

III. 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 State Energy Conservation Mission of Andhra Pradesh shall be Chief Executive Officer (CEO) or any nominee for all the decision making and concurrence.

IV. IMPLEMENTATION AND ACTION PLAN

- i. NPC and State Energy Conservation Mission of Andhra Pradesh 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.

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Chief Executive Officer
APSECM, Dept. of Energy
Govt. of A.P., Vijayawada.

शैलेश श्रीवास्तव / Shailash Sitastava
सचिव/Secretary
राष्ट्रीय उत्पादकता परिषद
NATIONAL PRODUCTIVITY COUNCIL
(वशियत एवं उद्योग मंत्रालय भारत सरकार के अन्तर्गत)
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V. 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. However review of the implementation of the MOU will done at the end of 2 years.

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 of such party.

VII. 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.


VIII. FORCE MAJEURE

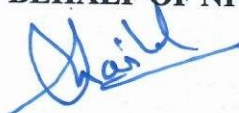
Neither party shall be made responsible for an unexpected or uncontrollable event.

The parties herein have agreed and signed this document on this 20th day of December 2019 as under as per above clauses.

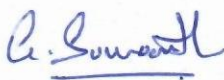
FOR AND ON BEHALF OF -----

FOR AND ON BEHALF OF NPC


Shri. A Chandra Sekhara Reddy
Chief Executive Officer, SECM
Energy Dept. Govt. of AP.
Chief Executive Officer
APSECM, Dept. of Energy
Govt. of A.P., Vijayawada.


(-----)
शैलेश श्रीवास्तव / Shalish Srivastava
Secretary
National Productivity Council
On behalf of DC NPC
NATIONAL PRODUCTIVITY COUNCIL
(बनियारा रोड, लोधी, नई दिल्ली, भारत) (Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली / Lodi Road, New Delhi-110003

Witness-

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