

தமிழ்நாடு தமில்நாடு TAMILNADU

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National Productivity Council

Chennai

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M. குருகுமாரன்  
தலைகாத்தாள் விழிப்பாறை  
உரிமம் எண்: 224, ஆ 7197  
எண்: 34, கம்பகம்புரம்  
கம்பகம்புரம் 605006-59

MEMORANDUM OF UNDERSTANDING

BETWEEN

National Productivity Council, New Delhi

AND

National Institute of Technology, Tiruchirappalli

This Memorandum of Understanding (the "MoU") is entered into at Chennai on Monday of 7<sup>th</sup> April, 2014 between National Productivity Council under Ministry of Industry and Commerce – an autonomous organization engaged in consultancy and training in areas of productivity and industrial engineering located at 5-6, Institutional Area, Lodi Road, New Delhi – 110 003 (hereinafter referred to as NPC which expression shall repugnant to the context or meaning thereof shall include its successors and assigns) of First part.

*Shundarjan*

National Institute of Technology, Tiruchirappalli, a premier Institution of excellence in engineering education and research (Hereinafter referred to as NITT which expression shall repugnant to the context or meaning thereof shall include its successors and assigns) of  
Second part

#### WHEREAS

- National Productivity Council (NPC) is engaged in offering Productivity services, Consultancy and Training to various sectors of the Country and its institute, Dr. Ambedkar Institute of Productivity (AIP) is engaged in post-graduate training and short-term courses in various disciplines including energy management, industrial engineering, industrial pollution prevention and control among others.
- NITT is one of the 30 National Institutes of Technology established by the Government of India. Today, NITT is an autonomous co-educational technological institute, with 10 undergraduate and 24 post-graduate programs

#### 1. Objectives of the MoU:

- 1.1 To collaborate for meeting the challenges of growing economy
- 1.2 To synergize the strengths in the field of education, training and consultancy
- 1.3 To strengthen and integrate academics and practice
- 1.4 To share knowledge in areas of mutual interest
- 1.5 To share resources for mutual benefit

#### 2. Proposed Fields / Areas of Interaction:

- 2.1 Jointly conducting need-based short term courses, seminars, and symposia on mutually agreed terms.
- 2.2 Cooperating in the exchange of knowledge relating to training and consultancy
- 2.3 Developing and conducting joint post graduate courses
- 2.4 Utilising the infrastructures and facilities available in both the organizations in relevant areas of interest for mutual benefits under mutually agreed terms.
- 2.5 Joint projects, both on short term and long term basis, which are of interest to NPC and NITT will be identified and implemented on mutually agreed basis.
- 2.6 Faculty from NITT may be deputed to AIP / NPC for training in specific areas and vice versa on mutually agreed terms.





### 3. Review and Monitoring:

3.1 A committee consisting of members from NPC and from NITT will meet periodically and oversee the operation of this MoU and resolve any issues that may emerge.

### 4. Confidentiality and IPR aspects:

4.1 Each party shall be obliged to keep in strict confidence, and bind all of its employees / associates and subcontractors to keep in strict confidence all information received directly or indirectly from the other party under this MoU and shall not at any time, disclose such information to any third party without prior written consent of the other party.

4.2 The information shall be utilized for the specified purpose only for which it is meant.

4.3 Neither party shall disclose or publish or commercially utilize the details of the joint projects without the written consent of the other party.

### 5. Dispute Resolution

Any dispute to be resolved amicably by the executants of the MoU. Otherwise, the dispute to be referred to an 'Arbitration' under the Arbitration and Conciliation Act 1996 to be appointed with the consent of both the parties. The decision of the Arbitration will be final and binding on both the parties. Apart from Dispute Resolution the factor of 'Force Majeure' to be considered and no party should be blamed for the same.

### 6. Financial Commitment and Duration of the MoU

6.1 Financial commitments, if any, will be evaluated and mutually agreed on a case to case basis, for each of the projects.

6.2 This MoU will be in force for a period of Five Years from the date of signing. Renewal / Amendments to the MoU will be on mutually agreed terms between NPC and NITT.

6.3 Both the parties shall have prerogative to terminate this Memorandum of Understanding after giving notice of three months in advance of the date of termination and after giving reasonable opportunity to the other party to represent their case.




**7.0. Saving**

7.1 Nothing contained in this MoU will prevent each of the parties to pursue independent projects on their own and either party will not lay any claim on such independent projects


In witness whereof the parties hereto have set and signed with seals this Memorandum of Understanding on the day, month and year first above written.

For  
**National Institute of Technology,**  
Tiruchirappalli

For  
**National Productivity Council**  
New Delhi



Prof. S. Sundarajan, FIF, FIE  
Director  
National Institute of Technology  
Tiruchirappalli – 620 015

 07.04.2014

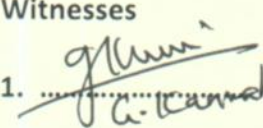
Shri Harbhajan Singh, IAS  
Director General  
National Productivity Council  
Utpadakta Bhavan  
5-6 Institutional Area  
Lodi Road  
New Delhi – 110 003


Date:


Date:


Witnesses

Witnesses

1.   
A. Kannabira

2.   
(A.K. BANJAVATARAM)

1.  21/4/14

2.  7/4/14