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Second Party	: NASSCOM CENTER OF EXCELLENCE IOT AND AI
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**Memorandum of Understanding
between
National Productivity Council (NPC), New Delhi
and
NASSCOM Center of Excellence – IOT & AI**

This MoU is made on this 2nd day of January 2020 at New Delhi between

**National Productivity Council, under DPIIT, M/o Commerce and Industry,
Government of India, herein after referred to as NPC having its registered Office (HQ) at**

शैलेश श्रीवास्तव / Shailesh Srivastava
सचिव/Secretary

राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL

Statutory Alert

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Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road New Delhi, represented by the Secretary, (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

NASSCOM Centre of Excellence – IoT & AI, an initiative of Ministry of Electronics and Information Technology (MeitY) and NASSCOM with its office located at #150, Diamond District, Old HAL Airport, Bengaluru - 560008, hereinafter referred to as CoE represented by the Chief Executive Officer (CEO), (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) second part

NPC and CoE shall individually be referred to as a 'Party' and collectively as 'Parties'.

Whereas,

1. PURPOSE

The aim of this MoU is primarily to establish an overarching framework under which both the organizations may enter into more specific agreements to perform collaborative programmes to fulfill objectives of Center of Excellence on IT for Industry 4.0 (CoE:IT for I4.0) in order to create awareness & implementation of Industry 4.0 among manufacturing industries in India.

2. AREAS OF COLLABORATION

- Organize workshops and capacity building programmes
- Development of Smart Manufacturing Index for Industries
- Facilitate Research Studies and share their outcomes
- Conducting international conferences
- Coordinating and identify organizations for multi country observational study missions
- Development of Training material on Industry 4.0 and related technical dissemination material.
- Organize workshops and capacity building programmes.
- Implementation support by CoE for Demonstration Company project on Industry4.0
- Undertaking research studies and surveys in the area of IT and industry 4.0

➤ Plant Assessment platforms Activity

Further scope of collaboration can be mutually discussed and incorporated in the MOU as an Annexure at later stage.

3. 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
- c. Any other provision as deemed to be necessary and agreed by both

4. NODAL AUTHORITY

The nodal officer and signatory from NPC shall be Secretary, NPC or any nominee and the Nodal officer from CoE shall be the CEO or any nominee for all the decision making and concurrence

5. IMPLEMENTATION AND ACTION PLAN

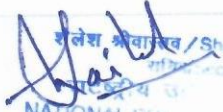
- a. NPC and CoE shall endeavor to finalize the details of implementation and action plan of collaborative efforts to execute the parts of this MoU.

6. TENURE OF MoU

- a. The MoU shall be effective from the date of signing and same shall remain in effect for 3 years and shall be reviewed every year for renewal or discontinued thereafter by mutual consent. Either Party may terminate this Agreement at any time by giving the other party prior written notice of thirty (30) days.

7. DISPUTE RESOLUTION

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.


शालिश श्रीवास्तव / Shalish Srivastava
सचिव, राष्ट्रीय पर्यावरण संरक्षण आयोग
NATIONAL ENVIRONMENTAL PROTECTION COUNCIL
(बिनायक एवं सचिव, पर्यावरण एवं वन विभाग, भारत सरकार)
(Under Ministry of Environment and Forestry, Govt. of India)
लॉधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

8. FORCE MAJEURE

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

9. CONFIDENTIALITY

a) Definition. "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, sale prospects, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by either of the parties whether in writing, orally or by drawings or inspection of parts or equipment.

(b) Non-Use and Non-Disclosure. Both the parties to this Agreement will not, during or subsequent to the term of this Agreement, use the Confidential Information for any purpose whatsoever other than the performance of the activities agreed hereunder or disclose either party's Confidential Information to any third party. It is understood that said Confidential Information shall remain the sole property of the respective parties. Both the parties further agree to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Confidential Information does not include information which (i) is known to either of the parties at the time of disclosure as evidenced by written records, (ii) has become publicly known and made generally available through no wrongful act of either of the parties, or (iii) has been rightfully received by either of them from a third party who is authorized to make such disclosure.

(c) Third Party Confidential Information. The parties recognize that they may receive from third parties their confidential or proprietary information subject to a duty on either part to maintain the confidentiality of such information and to use it only for certain limited purposes. Both the parties to this Agreement agree that they owe to the other and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary for carrying out the activities consistent with the agreement with such third party.

(d) Return of Materials. Upon the termination of this Agreement, or upon earlier request made by either of the parties to this Agreement, the party to whom the request is made will deliver to the other all of the property or Confidential Information that it may have in possession or control and which belongs to the other and destroy all records thereof, electronic or otherwise, with it.

10. INTELLECTUAL PROPERTY

By entering into this Agreement, the Parties undertake:

- (a) To respect each other's intellectual property,
- (b) Not to use each other's intellectual property without the prior express written consent of the other,
- (c) Ensure the confidentiality of such intellectual property of the other within their respective organizations,
- (d) Not to use each other's intellectual property other than for purpose of this Agreement.

The Parties agree that neither of them shall gain by virtue of this Agreement any rights of ownership or any other interest, right or title of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other Party. Except as otherwise explicitly agreed between the Parties in writing, any and all works developed in the course of performing obligations pursuant to this Agreement and all new inventions, innovations or ideas developed by a Party in the course of performance of its activities under this Agreement, will belong to that Party who develops the same.

11. MISCELLANEOUS

- a. Nothing in this Agreement should be construed as creating a partnership, agency, franchise or joint venture, of any kind, between the Parties, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever, without the other Party's prior written consent.
- b. In no event shall any party be liable for any special, incidental, indirect, consequential or exemplary damages arising out of this engagement under this Agreement, including, without limitation, any costs, expenses or liabilities incurred as a result of lost profits or revenues, loss of use of any software or any hardware, loss of any data, the cost of recovery of such data, or the cost of substitute software. NPC acknowledges that any mentorship, professional advice and other support and resources given by CoE is being extended as a goodwill and CoE shall not be liable for any loss, damages or claims that arise due to the same CoE does not warrant that the professional advice extended by its representatives during the course of this engagement is accurate, correct or reliable. CoE will not be held responsible for any disputes and differences with start-ups where there is no direct engagement.


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

The parties herein have agreed and signed this document on this 2nd day of January 2020 as under as per above clauses.

FOR AND ON BEHALF OF NASSCOM CoE



(Sanjeev Malhotra)
Chief Executive Officer
IOT Centre of Excellence


FOR AND ON BEHALF OF NPC



(Shailesh Srivastava)
Secretary
National Productivity Council
On behalf of DG, NPC
शैलेश श्रीवास्तव / Shailesh Srivastava
सचिव / Secretary

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NATIONAL PRODUCTIVITY COUNCIL
(वणिज्य एवं उद्योग मंत्रालय भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

WITNESSES:

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1. 

2. 