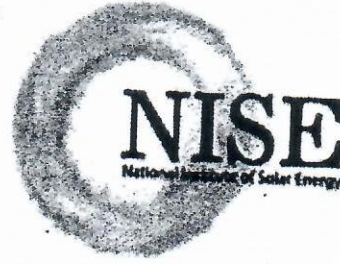




NATIONAL PRODUCTIVITY COUNCIL



## **Memorandum of Understanding**

**between**

**National Productivity Council (NPC), New Delhi**

**and**

**National Institute of Solar Energy (NISE), Gurugram**

This MoU made on this 24<sup>th</sup> day of July 2019 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 Office (HQ) at Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road, New Delhi-110003, represented by the Director General, NPC or by its duly authorized representative, (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**

**National Institute of Solar Energy, hereinafter referred to as NISE, an Autonomous Institution of the Ministry of New and Renewable Energy (MNRE), Govt. of India, having its registered office and Headquarters at NISE Campus, Gurugram-Faridabad Highway, Gwal Pahari, Gurugram - 122003, Haryana, represented by the Director General or by its duly authorized representative (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

**National Productivity Council (NPC)** is an autonomous consulting and training organization under Ministry of Commerce and Industry, Government of India. NPC provides Consultancy and training in the fields of Process Management, Energy Management, Environment Management, Human Resources Management, Technology Management,

Information Technology, Agri – Business and Productivity Research through 12 offices spread across the country with Head Office at New Delhi.

NPC has set up a world class 'state of art' Centre of Excellence for Training in Energy Efficiency Training (CETEE) at Ambedkar Institute of Productivity (AIP), Chennai with help from Government of Japan. CETEE at NPC seeks to make major contributions to improving energy efficiency by Capacity Building of Professionals in Energy Efficiency through hands-on training, practice oriented courses. NPC is the National Agency for organizing and conducting the National Certification Examination for Energy Managers and Energy Auditors on behalf of the Bureau of Energy Efficiency, whereby about 15,000 Certified Energy Auditors/Managers serve the Indian economy today. Important international organizations served by NPC by way of training programmes include Asian Productivity Organization (APO), GEZ, UNIDO, UNEP, World Bank etc. Major Indian companies include, ONGC, IOC, Reliance, Power Grid, GAIL etc. ([www.npcindia.gov.in](http://www.npcindia.gov.in))

## AND

**National Institute of Solar Energy (NISE)** is the apex National R&D institution in the field of Solar Energy. The Government of India has transformed 25 years old Solar Energy Centre (SEC) under MNRE in October, 2013 into an autonomous institution to assist the Ministry in implementing the National Solar Mission and to coordinate research & development, technology demonstration, capacity building and other related works. The institute is involved in conceptualization, technology demonstration, standardization, interactive research, training and testing of solar technologies and systems. NISE is aiming to be an effective interface between the Government and Institutions, industry & user organizations for development, promotion and widespread utilization of solar energy in the country and abroad.



**WHEREAS,**

**ARTICLES I to IX**

**I. PURPOSE**

The aim of this MoU is primarily to agree to work together in an integrated and collaborative manner in relation to Renewable Energy Sector, especially Solar Energy covering Industry, Utilities and all other involved stakeholders.

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

NPC and NISE have identified the following areas of mutual interest:

1. Jointly work to accelerate, expand and achieve the objectives of “Surya-Mitra” and other associated skill development and capacity building programmes launched by NISE/NPC and towards better employability; enhanced job creation and entrepreneurship;
2. Jointly launch and organise the certificate/diploma level courses to be run in NISE/NPC.
3. Provide necessary space for setting up of Demonstration units required for the training programmes.
4. Marketing & Mobilization of the participants shall be carried out jointly as per mutual agreed terms.
5. Promotion for the programmes undertaken shall be advertised/propagated through respective websites of the parties.
6. Share each other's facilities, infrastructure and resources for meeting the institutional and national objectives;

7. Invite each other's experts, faculty members, trainees and students and participate in various capacity building programmes, organized jointly or severally;
8. Jointly organize interactive sessions, workshops, round-tables, seminars and conferences, whenever and wherever feasible;
9. Extend preferential treatment to each other in levy of participation fee; infrastructure/facility usage fee, hostel fee, Guest House fee, etc;
10. Permit each other's faculty, trainees and students easy access to Campus, Library, Laboratory, Testing and other facilities;
11. Provide and share each other's Annual reports, Brochures/Flyers, Reading/Course Materials, Programme Information etc. and prominently display the same at Library, Notice Board, Website etc. as the case may be;
12. Jointly work towards enhancing industry-academia interface and aligning training, capacity building and skill development to meet the industry-specific requirements and for better employability;
13. Assist each other in "Training the Trainers" Programme, Entrepreneurship Development Programme, Standardization of Courses and Certification Programmes, Testing Protocols, Commercialization of R&D activities, etc. and
14. Jointly work towards enhancing and expending the capacity, capability, facility and infrastructure through resource mobilization and aligning the capacity building, skill development and training programmes by forming national and international alliances and institutional partnerships to seize the opportunities that are expected from International Solar Alliance Plans, Programmes and Activities in its Member Countries.



### **III. AGREEMENT FOR COLLABORATION**

#### **Financial Implications & Sharing mechanism**

- i. NPC and NISE agree to share revenue after deducting expenses for conduct of training programme in the following ratio:
  - a. NISE: 50%
  - b. NPC: 50%
- ii. Revenue sharing shall be done within one month of Programme completion date and realisation of payment whichever is earlier.

### **IV. NODAL AUTHORITY AND SIGNATORIES**

The nodal officer and signatory from NPC shall be Director General, NPC or any nominee and the nodal officer and signatory from NISE shall be Director General or any nominee for all the decision making and concurrence.

### **V. IMPLEMENTATION AND ACTION PLAN**

- i. NPC and NISE shall endeavour 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 5 years and may be renewed or discontinued thereafter by mutual consent, giving notice of 30 days by both organisations.

## **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.

## **VIII. DISPUTE RESOLUTION & CONFIDENTIALITY**

Any dispute arising due to misunderstanding in relation to terms & conditions of MoU to be resolved amicably by the executants of the MoU or by Head of the both parties without resorting to the court of law. 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**

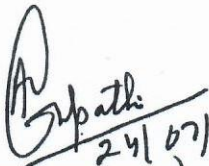
Neither party shall be made responsible for an unexpected or uncontrollable event.

The parties herein have agreed and signed this document on this 24<sup>th</sup> day of July 2019 as under as per above clauses.

IN WITNESS THEREOF, the undersigned duly authorized thereto have signed this Memorandum of Understanding.

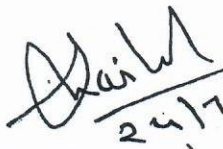
FOR AND ON BEHALF OF NISE

FOR AND ON BEHALF OF NPC

( 24/07/2019)

Director General

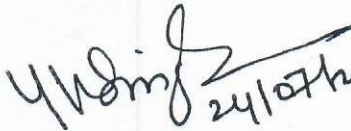
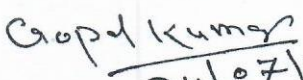
National Institute of Solar Energy

( 24/7/19)


Secretary

National Productivity Council

WITNESSED BY:

1.  24/07/2019  
YOGESH KUMAR SEN GUPTA (SRS)
2.  24/07/2019  
GOPAL KUMAR (SRS)

WITNESSED BY:

1. K. D. BHARDWAJ   
RD, DELHI  
In Charge
2. D. Sreenivasulu  
D (A/P)