



उत्तर प्रदेश UTTAR PRADESH

FE 122401

Memorandum of Understanding

Between

National Productivity Council (NPC), New Delhi

and

Teerthanker Mahaveer University, Moradabad, U.P.

This MoU is made on this 19<sup>th</sup> day of Jun 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 Utpadakta Bhawan, 5-6 Institutional Area, Lodhi Road New Delhi, 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) first part.

And

Teerthanker Mahaveer University, Moradabad, U.P. (TMU) hereinafter referred to as TMU-NPC-CoE-I4.0 represented by the Joint Registrar (Governance) on behalf of the Vice Chancellor, (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

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NPC and TMU-NPC-CoE-I4.0 shall individually be referred to as a 'Party' and collectively as 'Parties'.

#### About NPC and Teerthanker Mahaveer University (TMU)

I. **About NPC: National Productivity Council (NPC)** is an autonomous organisation under the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Govt. of India providing Consultancy, Capacity Building and Evidence Based Research Services. NPC, headquartered at New Delhi, has a pan India presence and renders its services for improving productivity and competitiveness through its 13 Regional Offices with a strong workforce who is Qualified & Trained professionally in the domain of Energy Management, Industrial Engineering, Environment Management, Human Resource Management, Agri-Business Services, Economic Services. NPC's overall objective is to increase the productivity of all sectors in Indian Industries. NPC targets to conduct the short term/Long term Capacity building programmes across country on various trades/Topics which are relevant to industry and catering the need of existing Market. It also may be called Quality up gradation/enhancement of competencies of the students/working professionals/entrepreneurs/SMEs.

#### II. **About Teerthenker Mahaveer University (TMU):**

TMU is UGC recognized university and Member of coveted Association of Indian Universities (AIU). Internationally bench-marked curricula, innovative pedagogy, experiential learning. 50+ foreign tie-ups for equitable and affordable quality education. The University is poised to establish itself as a centre of Excellence in Research.

#### **TMU facilities :**

We are having state of the Art labs :-

- IoT Lab
- AI Lab
- Apple iMac Lab
- Simulation Software equipped Medical Skill Lab

*Atitya Sharma*



- Pharmacy Research Lab
- Pharmaceuticals Lab
- Electronics Workshop & CCB Lab
- Automobile Lab
- Carpentry & Welding Lab
- Soil Testing Lab
- CADD center

The University encourages a quest for knowledge that is rooted in an ethical understanding of the world that we inhabit and this enthusiasm for learning along with a desire to evolve into socially responsible beings is reflected not only in the academic atmosphere but also visible in the field of extra-curricular activity.

#### A. 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. Apart of awareness program, both organizations will work towards the Academia-Industry Linkage.

- ❖ NPC as a part of its new initiative is exploring to contribute in the Education Sector and accordingly is entering into collaborations/MoUs to further explore the mutually beneficial opportunities in the Educational Institutes, Engineering Colleges, Management Colleges and different Universities across different subject areas/domains.
- ❖ Under this initiative different collaborative work areas are being identified to impart practical hands on experience & equipping the Graduate/PG Students on new concepts/tools/techniques with employable competencies & capabilities, wherein they become industry ready for taking up jobs as well as enter into businesses in variety of new technologies, products, services in the domestic markets.
- ❖ Supporting the vision of "Making New India" with a strong Government-Industry interface, NPC is aiming to focus on Customized Trainings /Capacity Building Programs, Promoting Entrepreneurial activities, setting up **"Centre of Excellence –Industry 4.0"** i.e

*Signature*

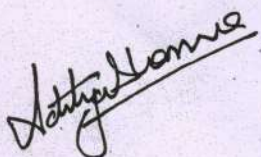


**TMU-NPC-CoE-I4.0** at University to impart the information pertaining to Industry 4.0 , Marketing 4.0, Finance 4.0 ,Enterprise 4.0 ,Starting up own business, counseling & guidance and Entrepreneurship Development Training Programs, to start their new startup/ventures/businesses/industry, etc. Since, ultimately the students today will be either an employer or an employee who may play a vital role in the growth of Indian Economy.

#### **B. AREAS OF COLLABORATION**

- Organize workshops and capacity building programmes
- Facilitate Research Studies and share their outcomes
- Conducting international conferences
- Development of Training material on Industry 4.0 and related technical dissemination material.
- Implementation support by **TMU-NPC-CoE-I4.0** for Demonstration Company project on Industry4.0 and other MSME/Large Industry projects
- Undertaking research studies and surveys in the area of IT and industry 4.0
- Plant Assessment platforms Activity
- Development & conduct of Capacity Building Programs for Aspiring Entrepreneurs through specifically designed course curriculum.
- Identifying new areas of Entrepreneurial initiatives.
- Preparation and exchange of Course Design and Exchange of faculty for the EDPs
- Promoting self-employment opportunities for Trainees from TMU
- Conduct of Faculty Development Programs for the Faculties of different departments of TMU, by NPC at NPC premises or University premises on mutually decided subject areas including on EDP.
- Getting the Industries projects in field of Industry 4.0 , Marketing 4.0, Finance 4.0 ,Enterprise 4.0
  - Development of 2-Sem- 2-Credit regular "Industry project based Program", so that students will be involved in the projects, duly mentored by NPC experts.
  - Setting up State of the art "Industry 4.0" Lab to cater services to Industries.
  - Other programs /activities on mutually agreeable conditions.

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





**C. 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

**D. NODAL AUTHORITY**

The nodal officer and signatory from NPC shall be DG , NPC or any nominee and the Nodal officer from **TMU-NPC-CoE-I4.0** shall be the Joint Registrar (Governance) on behalf of the Vice Chancellor-TMU. The Joint Registrar (Governance) in concurrence with the Vice Chancellor shall be responsible for all the decision making and concurrence.

**E. IMPLEMENTATION AND ACTION PLAN**

- a. NPC and **TMU-NPC-CoE-I4.0** shall endeavor to finalize the details of implementation and action plan of collaborative efforts to execute the parts of this MoU.

**F. 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.

**G. 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.

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## H. FORCE MAJEURE

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

## I. 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

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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.

#### J. 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.

#### K. 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 **TMU-NPC-CoE-I4.0** is being extended as a goodwill and **TMU-NPC-CoE-I4.0** shall not be liable for any loss, damages or claims that arise due to the same **TMU-NPC-CoE-I4.0** does not warrant that the professional advice extended by its representatives during the course of this engagement is accurate, correct or reliable. **TMU-NPC-CoE-I4.0** will not be held

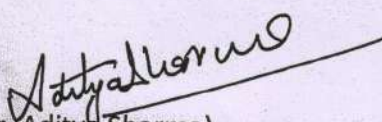




responsible for any disputes and differences with start-ups where there is no direct engagement.

The parties herein have agreed and signed this document on this 19-Jun-2020 as under as per above clauses.

**FOR AND ON BEHALF OF  
TEERTHANKER MAHAVEER  
UNIVERSITY (TMU-NPC-COE-I4.0)**

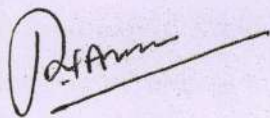
  
(Dr. Aditya Sharma)  
Jt. Registrar (Governance)  
Teerthanker Mahaveer University

**FOR AND ON BEHALF OF NPC**

(Sri Umashenker Prasad)  
Director & Head-COE-I4.0  
National Productivity Council

**WITNESSES:**

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2.



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