

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AP 115207

MEMORANDAM OF UNDERSTANDING (MOU)

FOR NIAMT AND EEPC INDIA

This Memorandum of Understanding is made on this 16th day of **March, 2023** between **National Institute of Advanced Manufacturing Technology** (formerly National Institute of Foundry and Forge Technology) a centrally funded Technical Institute of Govt. of India under MoE (Department of Higher Education New Delhi) registered as Society under Societies Registration Act of 1860, situated at Khunti Road, NIAMT, Colony, Hatia, Ranchi, Jharkhand 834003 hereinafter referred to as "NIAMT" (which term or expression unless excluded by or repugnant to the context, shall include its successors and assigns) of the **ONE PART**.

AND

EEPC India, a company formed and registered as a company under the provisions of Indian Companies Act, 1913 (Presently a Section 8 company under Companies Act, 2013) having its registered office at Vanijiya Bhavan (1st Floor), International Trade Facilitation Centre, 1/1, Wood Street, Kolkata – 700 016, West Bengal (hereinafter referred to as "**EEPC**" which expression shall, where the context so admits, include its successors-in-interest, representatives and assigns) of the **OTHER PART**.

The above parties shall be jointly referred to as "Parties" and individually as "Party".

1. Objective:

WHEREAS **NIAMT and EEPC India** have agreed to work jointly on some identified areas for the internal benefit in the areas of up-gradation of technology and value chain for the members within each party's terms of reference and in accordance with the laws of the land.

2. SCOPE OF THIS MOU:

NIAMT and EEPC India agree to cooperate, to the extent that the laws of the land permit each of them to and also within the terms of reference of each of them, inter alia, in the following areas:-

- i. NIAMT will provide technical advisory through consultation, troubleshooting in areas of manufacturing bottleneck by allowing Technical experts to visit EEPC India Technology Centre at Kolkata or any industrial cluster as may be mutually agreed. Such advisory may also be available through VC/ webinar, etc. for the benefit of engineering MSME units across the country. For befitting cases, the travel expenses along with local hospitality may be arranged by EEPC India.
- ii. Technology Centre of EEPC India will facilitate related technological developmental works, as required by NIAMT and members of EEPC India.
- iii. NIAMT will provide the facilities for testing of raw materials and products at its institute/ Centre in Ranchi or any other places at concessional rates to EEPC India's members.
- iv. NIAMT will provide free access to the knowledge resource centre of NIAMT institute in the form of books, scientific journals, e-journals, etc. as per mutually convenient terms & conditions.
- v. NIAMT will participate in the Technology Portal in the website of EEPC India to exhibit the facilities offered by NIAMT, technologies developed etc. for the benefit of MSME sector at large.
- vi. NIAMT will provide Technical Subject Experts on various fields as a member of Panel of Expert of EEPC India Technology Centre who will provide their expertise in the areas of knowledge sharing, technical troubleshooting, consultancy for various technological and product development for the members of EEPC India.

3. EFFECTIVE DATE, DURATION AND TERMINATION OF THE MOU:

This Agreement becomes effective, subject to what is mentioned in Clause no. 9 of this Agreement, from the day of signing and shall

remain operative for a period of three years therefrom, until either of the two organisation requests its termination in writing to the other person at least three months in advance. Both the parties herein will have the right to propose amendments if and when they consider such amendments are necessary to improve the co-operation between them.

4. NO LIABILITY CLAUSE:

NIAMT and EEPC India agree that there would not be any legal and financial liability due to any lapse on either side due to reasons beyond control and on account of force majeure situation.

5. INTELLECTUAL PROPERTY RIGHTS:

NIAMT and EEPC India will have ownership over their respective patent, copyright and / or publications arising out of / to be used for the technology developmental work and such intellectual property rights shall remain with the respective parties even after termination of this agreements.

6. CONFIDENTIALITY:

This MoU shall be private and confidential and the Parties hereto shall not disclose or divulge the contents hereof to any third party (except as required under law) without the written permission of the other party.

Neither party shall disclose any information or share any data concerning the affairs of other party which may have come to its knowledge by virtue of this association or otherwise to any other person/organization /anyone else without the written consent of other party.

7. NON-EXCLUSIVITY CLAUSE:

This agreement is in no way exclusive and the signing parties remain free to make similar agreements with other institutions of their choice and also to execute any obligations arising from already concluded agreements.

8. FORCE MAJEURE:

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, pandemic, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.


9. Enforceability:

The aforementioned protocol and co-operation can only be implemented in a legally binding form on the basis of special agreements and other adopted resolutions, which may be elaborated in future and then also subject to the national laws of the country. It is made clear that nothing hereinabove, whether express or by necessary implication, shall be enforceable as against either party, and no right or liability, as the case may be, shall arise from this Agreement in favour and/or as against any of the parties hereto.

This memorandum of understanding is made in duplicate in English language.

In witness whereof **EEPC India** and **National Institute of Advanced Manufacturing Technology** cause their representatives to set their hands hereto in Kolkata on the date mentioned above.

Signed for and on behalf National Institute of Advanced Manufacturing Technology


16/03/2023

Dr. Amitesh Kumar
Professor **Dr. Amitesh Kumar**
Professor
Department of Foundry & Forge Technology
NIAMT, Hatia, Ranchi

Seal:

1. Witness (Name & Address)



Signed for and on behalf of EEPC India

EEPC INDIA


S. Gupta
Executive Director

16/03/2023

Mr. Suranjan Gupta
Executive Director

Seal:

1. Witness (Name & Address)

