

Memorandum of Understanding

This Memorandum of Understanding (MoU) is executed at New Delhi on this 3rd day of December 2020, "(hereinafter referred to as the Effective Date)"

between

The President of India (represented by Additional Secretary & Development Commissioner, Micro, Small and Medium Enterprises), Ministry of Micro, Small and Medium Enterprises, Government of India, Nirman Bhavan, New Delhi, hereinafter referred as 'MSME' (which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) of the FIRST PART

And

National Institute of Technology Srinagar (J&K), a Centrally Funded Technical Institute, established under National Institutes of Technology Act, 2007, having Educational Campus & Administrative Offices at Hazratbal, Srinagar, J&K 190006 (hereinafter referred to as the NIT Srinagar & acting through its **Director** as its "**Signing Authority**", which expression shall, unless excluded by or repugnant to the context be deemed include its successors-in-interest and assigns) of the SECOND PART.

NIT Srinagar and MSME, are hereinafter individually referred to as "Party" and collectively as "Parties",

Whereas;

Office of the Development Commissioner (MSME), Ministry of Micro, Small and Medium Enterprises, Government of India, is implementing "**Design Expertise for Manufacturing MSME Sector**". The basic objective of this scheme is to bring Indian manufacturing sector and Design Expertise/Design fraternity on to a common platform and to provide expert advice and cost effective solutions on real time design problems, resulting in new product development, continuous improvement and value addition for existing products including new products. The goal is to help MSME manufacturing industries move up the value chain by switching the production mode from original equipment manufacturing to original design manufacturing and hence original brand manufacturing. Under the scheme there is a provision of providing financial assistance to MSMEs for engagement of Design consultants for design intervention (Government of India contribution @ 75% for micro, 60% for SMEs

for the project range Rs.15.00 lakh to Rs.40.00 lakh) & Reimbursing 75% of expenses incurred subject to Rs.1.5 lakh for final year student project done for MSMEs.

National Institute of Technology Srinagar is one of the premier Technical Education Institutes in the Northern Region of the country. It was established in 1960 and has been one of the eighteen Regional Engineering Colleges sponsored by the Government of India during the 2nd Five Year Plan. The Institute acquired the status of National Institute of Technology with deemed to be University status during August, 2003 and attained full autonomy in its Academics. Besides running the B.Tech Programme the Institute also offers M.Tech programme in many streams. In addition to that a large number of students are registered for M.Phil and Ph.D Programmes. Few highlights of the institute (NIT Srinagar) objectives are as follows:

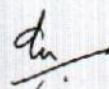
Institute Objectives:

- i. To achieve excellence in imparting world class technical education, skill development and innovation ecosystem.
- ii. To work for solution of problems relating to regional development (pollution control, energy conservation and requirements, rural housing, MSMEs, traditional technologies etc.).
- iii. To promote the culture of Innovations, Startups and Entrepreneurship.
- iv. To strengthen the continuing education for industry/field personnel.
- v. To establish Centre of Excellence in specific areas of emerging technologies.
- vi. To Strengthen the Institute-Industry interaction by providing technical and managerial solutions to local and national enterprises specially the MSMEs.
- vii. To incubate ideas to obtain solutions eventually leading to establishing of economic units and ventures.

NOW THESE PRESENTS WITNESS AND PARTIES HEREBY AGREE AS FOLLOWS:

1. AREAS OF COOPERATION

Both parties shall work jointly to develop a work plan to attain objectives of the project based on the need and demand of MSMEs in the area of product design and development. The interventions and support programmes under the project inter alia may include, but will not be limited to the following:



- a. Provide advice and assistance to MSMEs in process design and development.
- b. Provide advice and assistance to MSME in product design and development.
- c. Provide advice and assistance to MSMEs in value engineering including improvement in design and costs of a developed product such as alternate material usage improvement in designing etc.

2. ROLES AND RESPONSIBILITIES OF PARTIES

2.1 ROLES & RESPONSIBILITIES OF THE OFFICE OF DC (MSME) will be:

- a. Office of the DC (MSME), through PMAC will provide overall direction to the scheme, PMAC (headed by the Development Commissioner MSME) will meet as per frequently as possible and would also strive to meet at specific request made by IAs to deliberate and take decision on the issues and matters brought to it. It may consider the recommendations made by IA for this purpose.
- b. Office of the DC (MSME), through PMAC would release installments of grants from time to time to IAs based on the utilization of grants released for implementation of the scheme.
- c. Office of the DC (MSME), through PMAC would meet periodically to review the progress of the implementation of the scheme and give necessary directions/guidance as may be required.
- d. Ensure due credit & publicity is given to joint activities undertaken in all publications.
- e. Review and approve the proposals submitted by the Implementing agencies.

2.2 ROLES AND RESPONSIBILITIES OF IMPLEMENTING AGENCY (IA) will be:

- a. IA will function as link between the MSMEs and M/o MSME. It would act as a single point contact of O/o DC MSME for this scheme
- b. IA will constitute a Project Assessment Panel (PAP) comprising of Designers/ Experts/ Industry Association/ MSME DI to scrutinize/ asses all the proposals received before submitting to PMAC for approval.

- c. IA will receive Design Project applications from individual/ Group of MSMEs and it would put it up for consideration of PMAC along with its recommendation.
- d. IA will release the GoI contribution only after receiving the MSME contribution.
- e. The IA will submit the list of Designers/Design Consultants/Design Firms for empanelment under the scheme to PMAC for approval.
- f. IA will ensure that similar benefits have not been availed from any other Government sponsored schemes by the MSME.
- g. The primary role of IA would be to spread Awareness and facilitate matchmaking between the Design Companies/ Consultants and MSMEs.
- h. Provide technical advice and assistance by way of arranging the Technical knowhow and / or services of reputed consultants/ experts.
- i. Ensure due credit is given to DC MSME in all publications, studies and seminars organized under the scheme.
- j. IA will organize Seminars, workshops, Orientation Programmes etc in consultation with MSME DIs/ICs.
- k. IA would submit periodic reports (Physical & Financial) to the PMAC on overall progress of the scheme. It would also raise exception reports, if any, as regards to any non-responsive behavior or non-satisfactory performance of any of the beneficiaries and the designers.
- l. IA will be responsible for maintaining a separate account of funds of the scheme. This account shall be opened for inspection by the C&AG of India, internal audit by PAO of Ministry of MSME or any officer appointed by the office of DC (MSME) for this purpose.
- m. It would release funds as per the scheme guidelines directly to the beneficiaries/ MSME through DBT mode.
- n. If the implementing agencies/MSMEs could not utilize the fund of Grant-in-aid amount within the stipulated period, the same Grant-in-aid amount shall be refunded in the Government account as per Government Rules /Sanction order
- o. It would also submit necessary Utilization Certificates (UC) in prescribed format to O/o DC MSME.
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3. SERVICE CHARGES

IIT Fees @ 13% (Total expenditure incurred on Design scheme activities) inclusive of all the taxes will be paid to them on the actual.

4. GENERAL PROVISIONS

4.1 Validity of Agreement:

The term of this MoU shall be valid upto 31.3.2021 for the current FY 2020-21 from the date of signing this MoU (effective date) by both parties as the current Design scheme guidelines is valid till March 2021.

The validity of the MoU may be extended subject to the condition that the scheme is continued beyond 31.3.2021 by mutual consent in writing.

4.2 Termination:

The MoU may be terminated prior to the expiry of the MoU with 3 Month's notice and with the written consent of the heads of the two organizations. All intellectual property (Designs, Data, information / Documents, Drawings or/ and Hardware/ Software developed) will be returned to the respective organizations on such termination and can be terminated by either party by informing in writing. However in such scenario both parties would complete any activities which may be under execution.

4.3 Resolution of Disputes:

All disagreements/ differences of opinion/disputes regarding the interpretation of the provisions of this MoU shall be resolved by the Heads of the two organizations or their authorised representatives for the purpose mentioned herein by discussions and negotiations based on the consensus in the spirit of developing and strengthening the mutual relationships. The decision so reached shall be final and binding on both parties.

4.4 Force Majeure:

The usual force majeure clauses and conditions shall apply to any time bound projects or tasks or assignments undertaken by either party on behalf of the other party.

4.5 Intellectual Property Rights:

The IPR in respect of the intellectual efforts under this MoU shall be decided on the case to case basis, in good faith.

4.6 Amendments to Agreement:

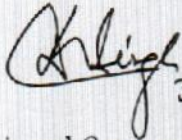
No amendment or modification of this MoU shall be valid unless the same is made in writing by both the parties and their representatives, specifically stating the same to be amendment of this MoU. The modification/changes

shall be effective from the date on which they are made/ executed unless otherwise agreed to.

IN WITNESS WHEREOF, the parties have signed this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth herein.

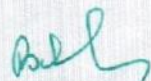
For and on behalf of
**Micro, Small and Medium Enterprises,
Ministry of Micro, Small and Medium
Enterprises,**

For and on behalf of
**National Institute of
Technology Srinagar (J&K)**


3-12-2020

Additional Secretary & Development
Commissioner,
Micro, Small and Medium Enterprises,

Ministry of Micro, Small and Medium
Enterprises,
Government of India,
Nirman Bhavan, New Delhi,


Prof. (Dr.) Rakesh Sehgal)
Director,


Hazratbal, Srinagar-190006,
J&K
India

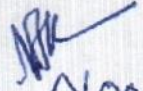
Telephone: +91-194-2411032
Email: director@nitsri.net

देवेन्द्र कुमार सिंह / DEVENDRA KUMAR SINGH
अपर सचिव एवं विकास आयुक्त
Addl. Secretary & Development Commissioner
भारत सरकार / Govt. of India
सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय
Ministry of Micro, Small & Medium Enterprises
विकास आयुक्त (सू. ल. एवं म. उद्यम) का कार्यालय
Office of the Dev. Commr. (MSME)
निर्माण भवन, नई दिल्ली-110108 / Nirman Bhawan, New Delhi-110108

Witness

Witness

1. 
Dr. Saad Parwez
Head, IED Center,
NIT Srinagar.

2. 
Dr. Noor Zaman Khan
Assistant Professor
Mech. Engg. Dept,
NIT Srinagar.