

കേരളം KERALA

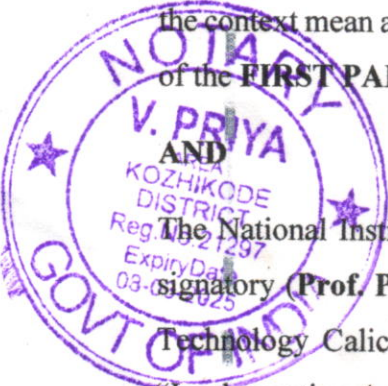
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MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MOU) is made and executed at **NEW DELHI** on this^{4th} day of *August* 2022.

The President of India acting through **Sh. Shailesh Kumar Singh**, {Additional Secretary & Development Commissioner, (Micro, Small and Medium Enterprises)}, Ministry of Micro, Small and Medium Enterprises, Government of India, having its office located at Nirman Bhavan, New Delhi, (hereinafter referred as 'MSME' which terms or expression shall unless excluded by or repugnant to the context mean and include its successor- in- office or assign), administrator or permitted assignees) of the **FIRST PART**.

The National Institute of Technology Calicut (NIT Calicut), through its representative/ authorized signatory (**Prof. Prasad Krishna, Director NIT Calicut**) having its office at National Institute of Technology Calicut, NIT Campus PO, Chathamangalam, Kozhikode (herein after referred to as "Implementing Agency or IA " which term, or expression shall unless excluded by or repugnant to the context mean and include its successor-in-office , administrator or permitted assignees) of the **SECOND PART**.



No. *5897* Rs. *100*
Name..... *Director NIT Calicut*
Date..... *21. 6. 2022*
CHATHAMANGALAM
S R O VENDER
V. PUSHPANGATHAN

V. PRIYA
Advocate & Notary
Reg. No: 21297
Sons Building, Kummamangalam
8895201626, 8347187350
Prasad
SHL

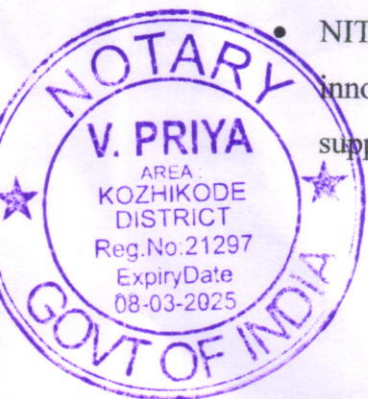


WHEREAS

- Office of the DC (MSME), Ministry of Micro, Small and Medium Enterprises, Government of India, is implementing “MSME Innovate (Incubation, Design, IPR) scheme” a component of MSME Champions Scheme. Design is one of the sub-component of MSME Innovate scheme. The basic objective of this scheme is to bring Indian manufacturing sector and Design Expertise/ Design fraternity on to a common platform. It aim to provide expert advice and cost effective solutions on real time design problems, for new product development, its continuous improvement and value addition in existing/new products. The Design scheme will help MSME to avail advice on all aspects of design. It helps MSMEs realize and achieve their design –related objectives. This specialist advice will be provided by experienced designers for new product development as well as enhancing existing product portfolio.
- Under the scheme there is a provision of providing financial assistance to MSMEs for engagement of Design consultants for design intervention and expenses pertaining to development of prototype/product. For the design projects approved for any MSME, 75% (for Micro), 60% for (Small & Medium) of the total project cost will be contributed by GoI up to a maximum of Rs.40Lakhs (Rupees Forty Lakhs) and the remaining project cost will be borne by the MSMEs and deposited to IA. Also, the scheme supports design work of bona-fide students by providing financial assistance up to Rs.2.5Lakhs (Rupees Two Lakhs and Fifty Thousand only). For the student’s design projects approved for any MSME, 75%of the total project cost will be contributed by GoI up to a maximum of Rs.2.5Lakhs and the remaining project cost will be borne by MSME and deposited to the IA.

Whereas NIT Calicut has emerged as a depository of knowledge in engineering and science in the country that can monitor and provide guidance to the Indian MSMEs to attain global competitiveness. The Ministry of MSME has decided to approach NIT Calicut for a long term collaboration by providing an enabling platform whereby MSMEs of the country can approach NIT Calicut through a structured process for enhancing themselves.

- There being a common objective of assisting MSMEs in product design and developments to achieve competitiveness both parties are desirous of collaborating
- NIT Calicut being the repository of knowledge in the field of technology and innovation has agreed to help the Indian MSME sector by providing technical support/advice for product design to the MSMEs



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V. PRIYA
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Reg.No: 21297
Choyisons Building, Kunnamangalam
Mob: 9895201626, 8547187350

A handwritten signature in green ink, appearing to be "S. L. H.". A handwritten signature in blue ink, appearing to be "S. L. H.".

- NIT Calicut has expressed its willingness to coordinate and implement activities and programme jointly.

NOW THESE PRESENTS WITNESS AND PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1: AREAS OF COOPERATION

Both parties shall work jointly to develop a work plan to attain objectives of the MSME Innovate (Design) Scheme of Ministry of MSME based on the need and demand of MSMEs in the area of product design and development. The interventions and support programmes under the said scheme 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.

ARTICLE 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 Project Monitoring and Advisory Committee (PMAC), will provide overall direction for the implementation of the scheme which will be headed by the Development Commissioner MSME.
- 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.



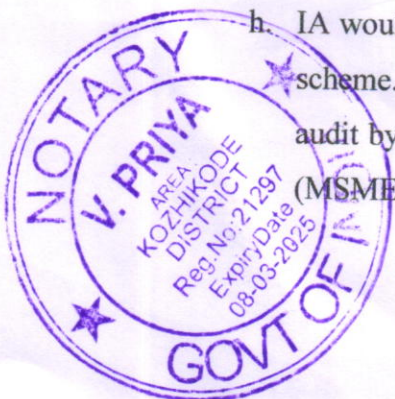
(DIRECTOR)



- 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 Government (Office of the DC MSME). It would also act as a single point contact of O/o DC MSME.
- b. IA will help the MSMEs in identifying their Design Problems in their products & will provide expert advice & cost effective solutions for the scheme.
- c. IA will receive Design Project applications from individual/ Group of MSMEs through MIS portal. Upon the receipt of the proposal, IA will assess the proposal as per the assessment criteria of the scheme guidelines. IA will release the GoI contribution only after receiving the MSME contribution.
- d. IA will constitute a Project Assessment Panel (PAP) for scrutinizing/ evaluating the proposals received. IA should ensure that MSME is willing to pay its matching fund and it should be verifiable.
- e. IA will ensure that the Project is completed within the time frame of the scheme guidelines. Upon the completion of the project, IA will submit a completion report and will demonstrate the prototype product before the PMAC.
- f. IA will organize Seminars, workshops, Orientation Programmes etc in consultation with MSME DIs/ TCs. For the wider outreach of the scheme amongst MSMEs.
- g. IA shall not divert any part of the grant to any activity other than for which it has been sanctioned.
- h. IA would be responsible for maintaining a separate ledger 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.



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- i. IA would release funds directly to the beneficiaries / industrial designers against the reports on the basis of progress of implementation of the scheme and on the satisfactory performance of the respective industrial Designers. It will also submit the necessary utilization certificate (UC) in existing prescribed format (as per GFR) along with audited statement of expenditure and detailed report to the office of DC(MSME).
- j. IA would submit quarterly reports (Physical & Financial) to the apex body on overall progress of the scheme. It would also raise exception reports, if any, as regards to any nonresponsive behavior or non-satisfactory performance of any of the beneficiaries and the designers.
- k. IA will ensure that no similar benefits have been availed from any Govt. / State Govt. Sponsored schemes or other public funding sources for the Design Project. An undertaking on notary stamp paper is to be given that similar benefits have not been availed from any other Government sponsored schemes or other public funding sources.
- l. If the IA/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
- m. IA would ensure that while utilizing the GoI financial assistance, no liability will be created for the Government of India
- n. IA will make necessary arrangement for showcasing the Products developed under the scheme.

ARTICLE 3: SERVICE CHARGES:

Implementation charges @15% inclusive of all taxes will be paid to the Implementing Agency (IA) on Government of India (GoI) Grant for the Design/Student project approved by the PMAC. These implementation charges will be released to IA along with GoI after the approval of the Design/Student projects by the PMAC while releasing the grants.

ARTICLE 4: VALIDITY OF MoU - The term of this MoU shall be valid up to 31/03/2026. from the current FY 2022-23 from the date of signing this MoU (effective date) by both parties as the MSME Innovate (Design) scheme guidelines is valid till 31st March 2026.

The MoU may be terminated prior to the expiry with 3 months notice by either party by informing in writing. However, in such a scenario both parties would complete any activities

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2/10/2022 S.H.

which may be under execution and any unspent GoI grant shall be returned to Ministry of MSME as per the GFR/ Sanction Letter

a. All intellectual property (Designs, Data, information / Documents, Drawings or/ and Hardware/ Software developed) will be returned to the respective MSMEs on such termination. The termination may be initiated by either party by informing in writing. However in such scenario both parties would complete any activities which may be under execution & IA shall refund the GoI grant, if any.

b. All disagreements/ differences of opinion/ disputes regarding the interpretation of the provisions of this MoU shall be resolved by mutual consultation within 60days by both parties. Failing which the unresolved disputes or difference shall be referred to administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) having two level (tier) structure on dispute resolution as per the laid down mechanism in O.M.No.4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018

c. **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.

d. **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.

e. 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 on the date and year first mentioned above

For DC MSME

Sign: 

Name: शैलेश कुमार सिंह / SHAILESH KUMAR SINGH
अपर सचिव एवं विकास आयुक्त
Addl. Secretary & Development Commissioner
भारत सरकार / Govt. of India

Designation: सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय
Ministry of Micro, Small & Medium Enterprises
विकास आयुक्त (सू. ल. एवं म. उद्यम) का कार्यालय
Office of the Development Commissioner (MSME)
निर्माण भवन, नई दिल्ली-110011 (New Building, New Delhi-110011)

Witness: *Examined and signed before me on 29th June 2022 at NIT Calicut*

1.

2.


V. PRIYA
Advocate & Notary
Reg.No: 21297
Cheyyans Building, Kunnamangalam
Mob: 9895201626, 8547187356

For NIT Calicut

Sign: 


Name: Prof. Prasad Krishna

Designation: Director

Witness:

1.

 Ashh S.
Chairman, TBI - NITC


UJITH KUMAR C. I.
Admin Officer, TBI

