

06/12/2019

தமிழ்நாடு தமில்நாடு TAMIL NADU

Memorandum of Understanding
Pentapolis Foundation
Than dalam
between

Rs. 20/- 63AB 737368

V.N. Sachidanandam
V.N. SACHIDANANDAM
STAMP VENDOR
AVADI, CHENNAI-54
LICENSE NO. 1481/E/94

PENTAPOLIS FOUNDATION, TAMIL NADU, INDIA

and

FEDERAL SCIENTIFIC AGROENGINEERING CENTER VIM (FSAC
VIM), MOSCOW

Preamble

This Memorandum of Understanding (MoU) is made between the PENTAPOLIS FOUNDATION (PPF), TAMIL NADU, INDIA and the FEDERAL SCIENTIFIC AGROENGINEERING CENTER VIM (FSAC VIM) setting down the rules for cooperation between the two institutions. It provides a framework within which all collaborative activities and projects will be undertaken between the PPF and FSAC VIM.

Purpose


1. The purpose of this MoU is to define the operational framework governing cooperation between the two Parties in the following areas:
 - (a) Participation of FSAC VIM staff and constituents in the regular activities of the PPF;
 - (b) Exploration of opportunities for jointly extending learning services provided by FSAC VIM and the PPF;
 - (c) Organization of joint-activities for INDIAN and RUSSIAN countries;
 - (d) Staff, students & trainees exchange between the two institutions;
 - (e) Participation in experience-sharing and institution-building activities;
 - (f) Exposure visits and facilitation of leadership development programmes/activities for the management of FSAC VIM.

Specific areas of collaboration

2. The framework of cooperation between the Centre and FSAC VIM includes the following priority areas:
 - a) Capacity-building interventions by the PPF in the form of national-level learning activities in TAMIL NADU and PAN INDIA. This may, for example, include learning and support services for specialized projects and activities of INIDA's labour administration system, including capacity-building in the area of inspection and labour standards' management.
 - b) Training for INDIAN academics and professionals, especially in the areas of training and learning methodologies, research and policy analysis, labour administration and labour standards, agriculture sector, automotive sector, electronics sector, dairy sector and social protection.
 - c) Research collaboration on emerging labour and employment relations themes such as non-standard work and the informal economy (and other areas to be determined).
 - d) Development of innovative learning platforms and education programmes with emphasis on low residency and learning at distance for workers and adult learners.
 - e) Organisation of specific Learning and Policy Workshops around themes that form the major policy reform areas and development focus (otherwise called the 'Transformation Agenda') of the Government of INDIA over the next 3 years.

- f) Technical assistance in the form of facilitating opportunities for strengthening PPF capacity in terms of providing learning services; interventions such as capacitating the PPF library by way of support with learning resources are envisaged here.

Terms and conditions

3. The two institutions will endeavour to cooperate as follows:
- (a) identification of PPF standard courses relevant for FSAC VIM staff and constituents to attend in RUSSIA, blended or at a distance;
 - (b) promotion of PPF activities within the network of FSAC VIM partners and vice
 - (c) definition of needs of the management of FSAC VIM to be satisfied by tailored exposure visits and leadership development activities in Europe and other places where practice has advanced;
 - (d) design, organization and implementation of ad-hoc training and learning events (e.g. Academies) to be attended by FSAC VIM staff and partners in RUSSIA, in blended format or at a distance;
 - (e) design, organization and implementation of joint-learning and training programmes for constituents in INDIA (in particular SOUTH INIDAN DISTRICTS);
 - (f) Identification of opportunities for involving PPF specialists in the design and implementation of FSAC VIM activities as well as FSAC VIM experts in PPF activities. PPF staff could benefit from FSAC VIM knowledge of, and involvement in, the national development context for preparation of training material or applied research, sharing faculty and subject matter experts;
 - (g) collaboration on research and analysis of labour statistics to the extent that they fit and support the mandate and thematic interest(s) of FSAC VIM and the PPF, and in the knowledge that outcomes reinforce the process of designing learning experiences and other major activities of both organisations. In this respect, joint- research and publications by FSAC VIM and PPF staff would be encouraged and would be given visibility;
 - (h) Identification of funding, tendering and technical assistance opportunities at national, regional or international level, to which both organizations could participate jointly under different partnership arrangements on an ad-hoc basis.
4. The PPF and FSAC VIM agree that the financial arrangements in relation to the initiatives implemented within the framework of this MoU shall be determined on a case by case basis with due regard to the need of both organizations to recover costs.
- 

Limits to agreement

5. The PPF and FSAC VIM hereby acknowledge their agreement in principle to the above-mentioned framework and areas of cooperation. This MoU does not constitute any formal obligation on behalf of either the PPF or FSAC VIM to provide support for any individual project, activity or product.
6. Additional areas of collaboration may be identified during the lifetime of this MoU.

Timeframe and financial conditions

7. This MoU will continue for 5 years from the date of signature. It is understood that each joint-activity shall be formalised through the elaboration and signature of a specific agreement including a technical proposal and a cost estimate that must be approved by both parties to this memorandum prior to implementation of the activity.

Other parties

8. Other parties may join this collaboration:
 - (a) in the context of single activities or projects on a case by case basis, as appropriate;
 - (b) in the context of the overall MoU and be signatories to a revised form of this MoU, provided that the original signatories consent with written approval.

Copyright

9. The PPF and FSAC VIM agree on the following rules for the protection of materials used in the training and learning activities:
 - (a) the PPF will retain ownership and copyright of all training and learning materials and media developed under this MoU by its staff and consultants, understanding that FSAC VIM can use this material for training and learning purposes;
 - (b) all training and learning materials and media developed under this MoU jointly by the PPF and FSAC VIM will be co-owned by both organizations which will therefore have joint-copyright, the modalities of which will be determined on a case by case basis.

Disputes

10. The Parties shall make their best efforts to amicably settle all disputes, controversies or claims arising out of, or in connection with, this MoU or the interpretation thereof. Any dispute, controversy or claim arising out of or relating to this MoU, or the breach, termination or invalidity thereof - which cannot be settled amicably within sixty (60) days - shall be settled by arbitration in accordance with the CHENNAI HIGH COURT,

TAMIL NADU. The Parties hereto agree to be bound by any arbitration award rendered in accordance with this provision as the final adjudication of any dispute.

Implementation

12. Overall responsibility for the implementation of this MoU rests with the respective management of FSAC VIM and the PPF, as represented by the heads of both institutions, being signatories to this document in those capacities. Additionally, and for ease of coordination of activities under this MoU, the Desk Officers are:

For the PPF: R SATHISH KUMAR,
 DIRECTOR- GENERAL
 PENTAPOLIS FOUNDATION
 TAMIL NADU
 INDIA

For FSAC VIM: PIMENOV SERGEY VLADIMIROVICH
 DEPUTY DIRECTOR OF ECONOMY AND
 STARATEGIC DEVELOPMENT
 109428, MOSCOW,
 1 INSTITUSKIY PROEZD, H.5
 RUSSIAN FEDERATION

Review

13. The Parties agree to conduct regular joint-reviews of the progress on collaboration and the nature of collaborative activities under this MoU. The Parties shall, from time to time, at the request of either Party, hold discussions through their representatives with regard to progress on any activity or selected activity under this MoU.

Termination

14. After consultations have taken place between the Parties, either Party may give the other Party written notice of termination of this MoU. Termination shall take effect ninety (90) days after receipt of the notice. Such termination shall not affect the implementation of activities for which a specific agreement was signed nor jeopardize their orderly conclusion.



Final provisions and signatures

15. This MoU shall come into full force and effect upon signature by both Parties on the respective dates set forth below.

16. In witness whereof, the Parties hereto execute this MoU.



SIGNATURE

For and on behalf of the

**FEDERAL SCIENTIFIC AGROENGINEERING
CENTER VIM**

Name of authorized representative

PIMENOV SERGEY VLADIMIROVICH



SIGNATURE

For and on behalf of the

PENTAPOLIS FOUNDATION

Name of authorized representative

Mr R SATHISH KUMAR