

Memorandum of Understanding

This Memorandum of Understanding(MoU) is made on the 15 day of March 2022

Between

Dr. B R Ambedkar School of Economics University, Bengaluru
Jnana Bharathi Main Road, Nagarbhavi post,
Opposite National Law School of India University
Bengaluru – 560072

Through its authorised person Prof. N. R. Bhanumurthy, Vice-Chancellor, Bengaluru
Dr. B. R. AMBEDKAR School of Economics University authorised person vide

And

Standing Conference of Public Enterprises (SCOPE)
1st Floor, Core - 8,
SCOPE Complex, 7 Lodi Road
New Delhi- 110 003, INDIA

Through its authorised person Shri. Atul Sobti, Director General, SCOPE

Hereinafter both SCOPE and Dr. B. R. Ambedkar School of Economics University, Bengaluru together will be referred as “Parties”



1. Background

Public Sector Enterprises (PSEs) have supplemented the growth of the Indian economy through transformational changes. Their sustained contribution to the Indian economy can neither be denied nor underestimated. With their prowess, performance, and resilience shown during the challenging times of global recession, they have emerged stronger and more competitive. They have not only set new records of profitability, productivity, and turnover but also contributed immensely to develop the social fabric of the country. As they increase their presence across the globe and mark their presence in strategic sectors in the country, it is imperative to strengthen them by broadening their horizon through effective capacity building and skill enrichment aligned with international benchmarks.

In this regard SCOPE and Dr. B. R. Ambedkar School of Economics University, Bengaluru wish to enter into an MoU to engage in activities for the skill enhancement of PSEs and also assist PSEs in developing best governance practices in line with international benchmarks.

2. Partners

2.1. **Dr. B. R. Ambedkar School of Economics University, Bengaluru** is registered under the Karnataka Societies Registration Act, 1960. It has been established with the aim of setting an institute of higher education in the field of Economics and allied disciplines. Dr. B. R. Ambedkar School of Economics University, Bengaluru focuses on imparting holistic knowledge in the discipline of Economics by providing an understanding of other social science disciplines such as Political Science, Sociology, Philosophy, Ethics, etc. The University ensures rigorous training in all the core Economics courses from a quantitative approach. The University is governed by Governing Council consisting of eminent leaders of the country.

2.2. **Standing Conference of Public Enterprises (SCOPE)** is an apex professional organization representing the Central Public Sector Enterprises. It aims at promoting excellence and facilitating the public sector fraternity to create a cohesive environment for PSEs. With recent novel initiatives of SCOPE, the organization has developed into an Impactful, Innovative and Inspiring apex body expanding its horizon to four pillars – Policy Advocacy & Representation, Programs & Workshops, Capacity Building & Skill Development and Brand Building. SCOPE has also been active in shaping a new framework for the leadership of the PSEs by recognising the need for transparent future fluent leadership through capacity building training and awareness programmes towards the growth of the PSEs.

3. Pre-conditions to the MoU

There are no pre-conditions on either party to fulfil their roles as mentioned in this MoU. Both parties may sign separate specific agreements for any specific activities based on mutual agreement/arrangements.



4. Objective of MoU

The objective of the MoU is to facilitate comprehensive partnership in the areas of joint studies, research, workshops, seminars/webinars, professional development, along with sharing of resources, to impart knowledge along with sharpening skills of public sector professionals.

5. Scope of MoU

Consistent with their respective mandates, the Parties desire to collaborate in joint initiatives in the following areas:

- Joint academic research on topics mutually agreed and may include the following scope:
 - Benchmarking SOEs internationally and understanding their economic relevance
 - Performance evaluation system of PSEs
 - Corporate governance in PSEs
 - International benchmarking and broadening of ownership of PSEs
 - International practice for ownership and Changing role of PSEs in the present business environment
 - Evolution of PSEs in the country and how their economic relevance has increased
 - Impact of global developments on the Indian Public Sector
- Conducting workshops, training and development programs for senior management of PSEs in areas such as corporate governance, economics, ethics, legal complexities, etc.

The aforesaid is only indicative to the intent of the MoU. The Parties may mutually agree to undertake additional scope on mutual agreement.

6. Status of MoU

The MoU between the Parties is not legally binding and bears no financial commitments or obligations on either Party.

7. Liability

The Parties shall have no liability to each other hereunder. Each Party agrees not to indemnify the interests or cause any harm in any manner to the other Parties involved. Any liabilities generated through the execution and period of this MoU shall be the individual responsibility of the respective Parties.

8. Legal Relationship

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties in respect of the objective identified in Cla4 of the MoU.

Nothing in this MoU shall create any legal relationship between the Parties.



Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this MoU only through negotiation and no monetary obligation will be binding on any party, the place of jurisdiction in any case shall be New Delhi.

9. Terms of MoU

The Parties agree that/to:

- a) Nominate contact person(s) to discuss and exchange important decisions in a time bound manner. The Parties shall exchange nominated person's contact details for expeditious actions. The decisions taken by the nominated person shall be binding to the respective Parties;
- b) Respect each other's intellectual properties and maintain full confidentiality of information shared between them;
- c) Either Party would not be held liable / responsible for consequential damages incurred from either end;
- d) Any other point not covered within this MoU, will be mutually discussed for arriving at an appropriate decision based on mutual consensus;

10. Terms of MoU (Commencement & Termination)

This MoU will be effective from the date of the last signature hereto. The Parties resolve that the activities mentioned in the MoU shall be effective for 24 months from the date of the signing of the MoU. The MoU shall remain valid till rescinded by either Party by providing the other Party a written notice of such intent, not less than 30 days prior the effective date of such termination. This MoU may be modified, extended or terminated at any time by mutual written agreement of the Parties.

11. Amendment to the MoU

During the operation of the activities mentioned in the MoU, circumstances may arise which call for alteration or modification of this MoU. Any further amendments which shall arise will be mutually discussed and agreed upon in writing by the Parties.

12. Non-binding nature

Nothing in this MoU shall be understood or construed as a binding right or obligation of the parties or as obligating the undersigning parties hereto, to finally conclude any agreement. In particular, this MoU in no way restricts either party from pursuing similar activities on its own or from participating in similar activities with other public or private agencies, organizations, and individuals and shall not provide exclusivity between the parties in the scope of any cooperation, does not endorse a specific entity, does not create any rights in any person, and does not create any obligations for any third party.



10

13. Entry into Force, Copies

This MoU shall enter into force on the date it is signed by both parties hereto SCOPE and Dr. B. R. Ambedkar School of Economics University, Bengaluru each shall receive one signed original of the MoU.



Prof. N R Bhanumurthy
Vice-Chancellor
Dr. B. R. Ambedkar School of
Economics University, Bengaluru
Jnana Bharathi Main Road,
Nagarbhavi post,
Opposite National Law School of India
University
Bengaluru – 560072
INDIA



Mr. Atul Sobti
Director General
Standing Conference of Public
Enterprises (SCOPE)
1st Floor, Core-8,
SCOPE Complex, 7 Lodhi Road
New Delhi- 110 003
INDIA