



MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MOU) is made on 29 May 2020, at Lucknow, Uttar Pradesh.

BETWEEN

Governor of Uttar Pradesh (GoUP) through Shri Navneet Sehgal, Principal Secretary, Micro, Small and Medium Enterprises and Export Promotion Department, Government of Uttar Pradesh (hereinafter referred to as "GoUP") of one part;

AND

Indian Industries Association, an apex representative body of Micro, Small and Medium Enterprises (MSME), established in 1985, a GOLD rated association by NABET, QCI & member of National Board of MSME, having its Head Office at IIA Bhawan, Vibhuti Khand, Phase II, Gomti Nagar, Lucknow- 226010 (hereinafter referred to as "IIA") through Shri Pankaj Kumar, National President IIA of second part.

GoUP and IIA are herein after collectively referred to as "Parties" and individually as "Party".

WHEREAS, IIA was set up with broad-based objective of fostering co-operation and support for the promotion of Micro, Small and Medium Enterprises. For more than 35 years now, IIA has worked consistently in creating an environment conducive to industrial growth specially for MSMEs, disseminating valuable information on legal & technical aspects, latest development in industry & market, about latest Government policies, procedure and laws etc. apart from solving the teething problems of the Industry.

AND WHEREAS, Government of Uttar Pradesh, through its Department of MSME & Export Promotion looks after affairs of MSMEs in the state of UP.



AND WHEREAS through this MoU, GoUP and IIA, in light of the adverse situation created by COVID-19 pandemic, recognise that cooperation among the two will help in rehabilitating the workforce in-migration in the state.

NOW, THEREFORE, THIS MoU WITNESSES as below:

I. OBJECTIVE

IIA will strive to achieve a target of at least 3,00,000(Three lakh) migrant labourers who will be provided employment during the term of this MOU with the help of IIA's State-wide network of MSME members and non-members. IIA will reach out to MSME units and Industry having manufacturing /services units within Uttar Pradesh to achieve the said objective.

II. ROLES AND RESPONSIBILITIES:

GoUP and IIA hereby agree to cooperate with each other, aimed at helping the labour provide employment as per their skillset and industry needs.

A) IIA

1. IIA will activate its district-chapters to engage with respective MSME units/industry to understand the labour/workers requirement in the industry (skilled, semi-skilled and unskilled).
2. IIA will map the labour demand with the available labour supply (as per the details of in-migrant labour shared by Department of MSME & Export Promotion, GoUP) as per their skillset and industry needs.
3. IIA will ensure that the in-migrant labour gets the employment as per their skillset/work experience and as much close to their native place as possible.
4. There will be instances of skill mismatch. In such cases, IIA will strive to train the semi-skilled labour through short-term courses/bridge-courses, so as to improve their skillset as per the industry requirement. For the same, IIA will coordinate with respective DIEPC(District Industries entrepreneur Promotion centre) offices to on board the labour for different skill-enhancement schemes run by Department of MSME & Export Promotion, GoUP. MSME will hand hold IIA to reach out to other



departments/officials for helping labour to improve their skillset, by taking benefit from other State/Central skill-improvement schemes.

5. IIA shall maintain a track record of labourers employed in MSME units/industry due to Association's effort till the validity of this MOU on monthly basis and will share the same with GoUP every month.

B). Department of MSME & Export promotion, GoUP shall assist IIA in achieving the above-mentioned objectives by:

1. Providing the district-wise list of labourers who have returned from other States due to Covid-19 induced lockdown. The list will include details such as Name, Address, Contact Details, Education Qualification, work experience/skill set of each labourer.
2. Supporting IIA by sharing the details of skill-development schemes run by the department and enrolling the labourers for skill-enhancement (The list of labourers for enrolment shall be shared by IIA as per the industry requirement for each district) as per scheme guidelines.

II. PROJECT TIMELINE

This MoU will commence from 29 May2020 and will continue till 01 years until any party wants to terminate this MOU by giving prior notice to other Party as per provision of Article VI of this MOU.

III. OPERATIONS AND CO-ORDINATIONS

1. Each party will use information which is made available by the other party under this MOU solely for achieving the purpose of this MOU. However, if such purpose involves disclosing such information to third party or publishing such information in any form, then prior written consent of the other party should be obtained.
2. GoUP through its department of MSME & Export Promotionalong with IIA shall mutually acknowledge the contribution of each other, wherever possible, on their website and media platforms including print, TV and digital media.



3. Any amendment in this MoU will be made in writing by mutual consent of both the parties.

IV. FORCE MAJEURE

1. For the purpose of this MoU 'Force Majeure' means an event which is beyond the reasonable control of a Party, either GoUP or IIA and which makes a party's performance regarding its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances and include, but is not limited to war, riots, civil disorder, earthquakes, fire, explosions, storm, flood, and other adverse weather conditions, strikes, lock-outs, or other similar actions, political uncertainties, change in priorities in the National and State missions, which is not within the power of the Party invoking "force majeure" to prevent any other action by the other Party.
2. If any Party finds itself incapable to perform its duty due to Force Majeure, it will give notice to other Party that Force Majeure event has arisen.
3. The failure of any Party, either GoUP or IIA to fulfil any of its obligations is hereunder shall not be considered to be the breach of or default under this MoU in so far as such inability arises from an event of Force Majeure provided that the Party affected by such event should take all reasonable precautions and due care for reasonably carrying out the terms and condition of this MoU.
4. In the event of a Force Majeure, GoUP and IIA shall consult each other with a view to agreeing on appropriate measures to be taken under the circumstances.

V. TERMINATION

This MoU can be terminated by either side with a written notice of 60 days, showing adequate reason.

VI. DISPUTES RESOLUTION



Date of Receipt: No. Through Counter Reg. / Other

Any dispute between GoUP through its department of MSME & Export Promotion and IIA on any matter that has relevance to the smooth and effective implementation of the MoU shall be settled through mutual discussion.

IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day and year first above written.

For and on behalf of Governor of
Uttar Pradesh

For and on behalf of IIA

(Navneet Sehgal)
Principal Secretary,
Department of MSME & Export Promotion,
Government of Uttar Pradesh

(Pankaj Kumar)
National President,
Indian Industries Association

Witness 1
Name:
Signature:

Witness 2
Name:
Signature