



INDIAN INDUSTRIES ASSOCIATION

AN APEX BODY OF MICRO, SMALL & MEDIUM ENTERPRISES

(IN THE SERVICE OF MSME SINCE 1985)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") describes agreement between:

Baroda Pioneer Asset Management Company Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 501 Titanium, 5th Floor, Western Express Highway, Goregaon, Mumbai - 400 063 (Hereinafter referred to as BPAMC)

AND

Indian Industries Association, a Non- Governmental Organization registered under the provisions of Societies Registration Act 1860 under the laws of [India], having its registered office at IIA Bhawan, Plot No 4, VibhutiKhand Phase II, Gomti Nagar, Lucknow (Herein after referred to as IIA)

The **IIA** and the **BPAMC** are together referred to as the **Parties** and each of **IIA** and **BPAMC** individually as a **Party**.

This MOU sets forth the Parties' current understanding and general rules of engagement concerning the broad understanding and agreement and the intent of the Parties.

Concept:

The Parties intend to collaborate together for mutual benefit.

Term and Conditions of Memorandum of Understanding (MOU)

Broad Scope of responsibility and roles of each Party and terms & conditions are as follows:

- **BPAMC** will offer its attractive special offer to IIA members based on mutual understanding.
- IIA will consider discounts on its various promotional services to **BPAMC** as applicable to IIA members.
- IIA will list **BPAMC** as Associate on IIA website as is done for NSIC /SIDBI/IMIE etc.
- IIA will announce **BPAMC** as its Knowledge Partner for one year and will mention the same under special offers to IIA members on IIA website.
- IIA will send the introductory mail to all IIA members about the special offer of **BPAMC** for IIA members and promote **BPAMC** Service every month or on mutual consent.
- **BPAMC** will be offered time slots for making presentations about its new products & services in IIA Head office & IIA Chapter meetings at a special discounted rate of **Rs 10,000/- + ST @12.36%** respectively for 20 minutes wherein **BPAMC** may put up a Kiosk and 3- 5 banners at places to be identified by IIA. However for IIA AGM these charges will be **Rs.40,000/-+ ST @12.36%**.

- **BPAMC** will be provided 50 % discount for advertising their products and services in IIA News Magazine and IIA Website. **BPAMC** will release one page advertisement for 12 months at a discounted rate of Rs. 96,000/-+ ST @12.36% as well as place a banner / logo on IIA website Complimentary for 12 months.
- Discount as is applicable to IIA members will be extended to **BPAMC** on tariff for participating in Exhibitions organised by IIA.
- Term: The term of this MOU will expire one year from the date of signing by both Parties, subject to early termination with or without reason, by either Party with [fourteen] ([14]) days prior written notice to the other Party, with no further liability.
- Non-binding nature: It is not a binding or definitive agreement and creates no enforceable rights or obligations on any Party or as to any third parties. By entering into this MOU, the Parties undertake no obligations to enter into further agreements.
- Fees and Expenses: Each Party will bear its own fees, expenses, and costs (including fees and expenses of its respective legal counsel and other advisors and of its employees) in connection with the negotiation of such Definitive Agreement or

any other agreement as might be jointly agreed upon, and of negotiating and performing the tasks associated with this MOU whether or not such Definitive Agreement or any other agreement contemplated herein is consummated.

- Limitation on Liability: Neither party shall be liable for any special, consequential, incidental, indirect or punitive damages, including, but not limited to, lost profits, in connection with performance or non-performance of this MOU, tort (including negligence), warranty, or otherwise, even if the exclusive remedies provided herein fail of their essential purpose and even if a party is advised of the possibility of such damages. Neither party will have any liability to the other based on failure to ultimately consummate the transactions contemplated herein.
- Governing Law: This MOU shall be governed, construed and enforced in accordance with the laws of India.
- Amendment: This MOU constitutes the entire understanding of the Parties with respect to the subject matter hereof. No modification of this MOU shall be binding on the Parties hereto unless it is in writing and signed by authorized representatives of all Parties hereto.

The Parties have signed this MOU by their duly authorized representatives on this Day of 14th September, 2013 at Lucknow.

For Baroda Pioneer Asset Management Company Ltd.

Authorised Signatory

Name: Mr. Abhay Nagar

Title: Vice President

For Indian Industries Association (IIA)

Authorised Signatory

Name: Mr. Neeraj Singhal

Title: General Secretary, IIA

Place:-Lucknow

Dated:-

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The Parties have signed this MOU by their duly authorized representatives on this Day of 13th September, 2013 at Lucknow.

For Baroda Pioneer Asset Management Company Ltd.

Authorised Signatory

Name: Mr. Jaideep Bhattacharya

Title: Managing Director

For Indian Industries Association (IIA)

Authorised Signatory

Name: Mr. Neeraj Singhal

Title: General Secretary, IIA

Place:-Lucknow

Dated:-