

**MEMORANDUM OF UNDERSTANDING  
(MOU)**

**BETWEEN**



**MAZAGON DOCK SHIPBUILDERS  
LIMITED, MUMBAI**

**AND**



**INDIAN INDUSTRIES ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**DATED 07 FEB 2020**

This Memorandum of Understanding (hereinafter referred to as Memorandum) is concluded

BETWEEN

M/s Mazagon Dock Shipbuilders Ltd.(MDL) with its registered office at Dockyard,  
Mumbai-400010, India

AND

Indian Industries Association (IIA)

(hereinafter referred to as the "Parties" and separately "Party")

**WHEREAS:**

- (A) MDL is a leading shipyard involved in manufacturing of commercial & naval ships and submarines.
- (B) Indian Industries Association (IIA) is an apex body of MSME's in North India engaged in promotion & Development of MSME's.
- (C) The Parties conclude the Memorandum in order to formulate basic terms of cooperation between IIA and MDL related to future projects of mutual interest.

Therefore, the Parties have agreed as follows:

## **1. Procedures For Cooperation**

- 1.1 With regards to the Cooperation areas, the Parties shall meet at mutually agreed place/venue for discussion/meeting for deciding the mutual areas of interest and way ahead.
- 1.2 If and when the Parties identify and mutually agree on cooperation on a specific program and come to cooperation agreement, related to such area, a Cooperation Agreement shall be negotiated and signed. The Cooperation Agreement might be subject to any necessary and final approval by the respective Governments and/or competent governmental authorities in the Parties home countries. The respective Parties should implement above mentioned approvals.
- 1.3 The implementation of further cooperation based on this Agreement will be subjected to specific Agreements to be entered by the Parties and/or by the Parties' organizations separately and in appropriate writing.
- 1.4 The Cooperation Agreement should be clearly provided for division of responsibilities and amount of works.
- 1.5 When concluding Agreements, each of the Parties undertakes to provide the Party of the reliable information (Certification) of the circumstances relevant to the Agreement (on the subject of the Agreement, the powers at its conclusion, the necessary licenses or permits issued by authorized bodies on their financial condition, etc.) and to bear responsibility for inadequate representation, in accordance with applicable law.
- 1.6 Each Party shall bear its own costs incurred in the execution of this Memorandum.

## **2. Coordination Of Cooperation**

In order to facilitate the cooperation mentioned above, the Parties will set up a Working Group nominated by each Party within mutually agreed period.

- 2.1 The Parties agree that they may appoint and replace their respective members at any time at their discretion.
- 2.2 The purpose of this Working Group is to guide and coordinate the activities under this Memorandum. The Working Group is obliged to make recommendations for decisions by the management of the Parties.

### **3. Cooperation areas**

MDL & IIA decided to work in the following areas:

- 3.1 Vendor Development in UP Defence Corridor
- 3.2 Facilitate Association with MSMEs
- 3.3 Organise joint programme for the benefit of MDL, IIA and MSME's at large
- 3.4 Explore possibilities for developing products for import substitution / exports related to MDL

### **4. Legal status of MOU**

- 4.1 Unless and until the Definitive Agreement(s) are executed between the Parties, there shall be no obligation on the part of either party to enter into cooperation or any agreement related thereto and specifically, this memorandum, including the articles 1, 2 and 3 above, are not intended to and shall not create any Legal obligations between the Parties.
- 4.2 The Parties agree and acknowledge that all negotiations and correspondence regarding Article 1, 2 and 3 shall be subject to the Definitive Agreements.

### **5. Non-Exclusive negotiations**

- 5.1 Both parties may enter or seek to enter negotiations or discussions with another person or entity for entering into the similar MOU or an agreement covering broadly the same subject matter as discussed in this MOU.

### **6. Confidentiality**

- 6.1 The parties will enter into a separate Mutual Non-Disclosure Agreement.

### **7. Terms & Termination**

- 7.1 This Memorandum may be terminated by either party in writing at their sole discretion.

### **8. Disputes**

All disputes, which may arise out of or in connection with this Memorandum, shall be settled by means of negotiations between the Parties.



9. Governing Law

This MoU and all matters arising from it shall be governed and construed in accordance with laws of India, unless otherwise agreed upon by both Parties.


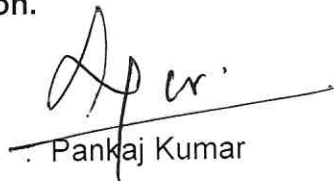
10. Address for Communication:

All the documents/information/correspondence/notice shall be effectively served between the parties on their respective address given below:

For MDL: Address: MAZAGON DOCK SHIPBUILDERS LIMITED  
Dockyard Road, Mazagaon, Mumbai - 400 010  
Tel. : +9122 23763300  
Fax: : +9122 23738159  
e-mail: [bgeorge@mazdock.com](mailto:bgeorge@mazdock.com)

For IIA: Address: Indian Industries Association, IIA BHawan, Vibhuti  
Khand, Gomti Nagar, Lucknow-226010, Uttar Pradesh  
Tel. : +91 522 2720090  
Email : [iia@iiaonline.in](mailto:iia@iiaonline.in)

SIGNED by the parties on the date at the top of this document.

For and on behalf of <b>Mazagon Dock Shipbuilders Ltd.</b>  Name : V. Adm Narayan Prasad Designation : Chairman & Managing Director Date : 07 Feb 2020 Place : Lucknow	For and on behalf of <b>Indian Industries Association.</b>  Name : Pankaj Kumar Designation : President Date : 07 Feb 2020 Place : Lucknow
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