

उत्तर प्रदेश UTTAR PRADESH

GF 607496

### MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MOU") is made on this 3<sup>rd</sup> day of January 2025 ("the Effective Date") at Kanpur, Uttar Pradesh.

Between

**Indian Industries Association (IIA)** is society registered under Society Registration Act, 1860, having its registered office at IIA Bhawan, Vibhuti Khand, Gomti Nagar, Phase II, Lucknow – 226010. (Hereinafter referred to as "**The Association**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the **ONE PART**

And

**Small Industries Development Bank of India**, established under the Small Industries Development Bank of India Act, 1989 and having its Head Office at SIDBI Tower, 15 Ashok Marg, Lucknow, Uttar Pradesh-226001 and inter alia a Regional/Branch Offices at SIDBI Tower, 15 Ashok Marg, Lucknow, Uttar Pradesh-226001 (hereinafter referred to as "SIDBI" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include it's administrators, successors and assigns) of the **SECOND PART**

The Association and SIDBI shall herein individually be referred to as "Party" and collectively as "Parties".

Whereas:





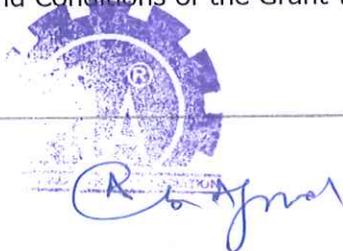
1. **Indian Industries Association (IIA) (The Association)** is a representative body formed by the Micro, Small & Medium Enterprises (MSMEs) engaged, inter-alia, to serve as a common forum to provide needed services to the members of Indian Industries Association (IIA) Association.
2. **SIDBI** is the Principal Financial Institution for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector and for coordination of the functions of the institutions engaged in similar activities.
3. SIDBI is intending to make interventions for building the capacity of Business Member Organisation [hereinafter referred to as '**BMO**'] in Uttar Pradesh. The interventions shall focus on the capacity building of BMO, promotion of growth, sustainability and prosperity of the BMO, its members & stakeholders, to provide business support services and be a representative voice for its members.
4. As the Association is one of the leading BMO at Uttar Pradesh. SIDBI and the Association desires to enter into an MoU to address the various capacity building, human resource support needs, and capex requirement as mutually identified and agreed, or any other requirement as may be mutually assessed.
5. The Association and SIDBI shall enter into a separate agreement for any partnership involving financial obligation, if required, and the present MoU is an understanding in good faith to strengthen the capacities of the Association.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows:

#### 1. **Scope of Engagement for SIDBI**

- a) Build capacities of the Association through hard & soft interventions based on the requirements assessed by SIDBI in co-ordination with Association.
- b) Organize capacity building trainings for selected office bearers and staff of the Association.
- c) Placement of qualified & experienced personnel in the office of the Association, for a specified period, to provide handholding support to the officials of Association as well as to the members of the Association.
- d) Support the Association in strengthening its members' marketing capabilities by organizing buyer seller meet, vendor development programme etc.
- e) Financial Grant of **Rs. 8.00 lakh** under Soft and Hard Intervention to the BMO for the following interventions under "**Programme for Capacity Building of BMOs**" [**PROMO**] for capacity building of Business Member Organizations.

Terms and Conditions of the Grant will be issued separately by way of Letter of Intent.





- f) Any other intervention as may be decided by SIDBI.

## 2. Scope of Engagement for the Association

- a) Provide necessary space in its office for the human resource as identified by SIDBI for assisting in service-delivery by the Association and generation of loan application for SIDBI.
- b) The Association shall forward applications for financial assistance received from its member entrepreneurs to SIDBI after due vetting of credentials under this arrangement. SIDBI shall share part of the upfront fee received from the sanctioned MSME entrepreneurs referred by the association. The reference should come from the Association to SIDBI vide E-Mail/Post/Hand Delivery of letter before Application stage. The fee sharing modalities are given below: -
- i. 0.25% of the sanctioned loan amount (subject to a maximum of Rs. 1 lakh) may be paid to the Association, in such cases where SIDBI charge processing / upfront fee not below 0.50% of the loan amount.*
  - ii. The release of such eligible amount to the Association shall be subject to the fulfilment of the condition that at least 75% of the disbursement has been made in respect of equipment / Machinery loans; and that at least 50% of the disbursement has been made in respect of project loans/ working capital.*
- c) Any other support as may be required by SIDBI.

## 3. Joint Responsibilities of the parties:

- a) For effective implementation & monitoring of progress under the MOU, each party will identify and appoint a nodal officer, who will coordinate with the other party for matters connected with the arrangement contemplated between the parties under this MoU.
- b) The parties would promote the initiative on their social media platform for larger coverage of the initiative.
- c) The roles and responsibilities of the parties may be modified by mutual agreement in writing between the parties, by entering into a supplemental understanding or by exchange of letters, in such an event the said document / letter shall be read in conjunction with this MoU.
- d) During the term of the MoU, the Parties shall from time to time take all necessary and prudent measures and extend full support and co-operation to each other.





- e) The Parties shall not assign any rights under this arrangement or rights, benefits and / or obligations arising out of this MoU to any person, partly or fully, without written consent of the other Party.
- f) 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.

#### 4. Terms and Termination

It is agreed that the Parties shall jointly explore and work together up to January 2, 2027, to give effect to the intent and purpose of this MoU, and which may be extended by such further period as may be mutually agreed upon by the Parties in writing. However, either party may terminate this MOU without giving any reason thereof, after giving notice of **45 days** to the other party. The termination/expiration of this MoU shall, however, be without prejudice to any rights or obligations of the Parties that may have accrued prior to the termination.

#### 5. Exclusivity

Both Parties hereby agree that this MOU is entered on non-exclusive basis and that both Parties shall have the right and the discretion to enter into similar MOUs/ agreements and arrangements with other parties also.

#### 6. Force Majeure

For the purpose of this MoU "force Majeure" means an event which is beyond the reasonable control of a Party, either the Association or SIDBI 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.

1. If any Party finds itself incapable of performing its duty due to Force Majeure, it will give notice to other Party that Force Majeure event has arisen.
2. The failure of any Party, either the Association or SIDBI to fulfil any of its obligations 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.

In the event of a Force Majeure, the Association and SIDBI shall consult each other with a view to agreeing appropriate measures to be taken under the circumstances.

Force Majeure events that cause extended periods of inability to perform mutual obligations as per this MOU shall attract automatic termination of this MOU. Any continuous period of THREE MONTHS shall be considered as extended period of inability for the purposes of this clause.

## 7. Entire Understanding

This MoU constitutes the entire understanding between the Parties and may not be modified or amended, except as mutually agreed in writing and signed by both the Parties. This MOU supersedes any other prior arrangement or agreement hitherto before made by the Parties with respect to the subject matter hereof.

The parties mutually agree that in matters or situations not governed by this MoU the parties may mutually decide upon such matters/situations and shall make provision for the same by exchange of consent letters, such consent letters shall become part and parcel of this MoU.

## 8. Legal status of the parties

This MoU shall not be construed as any agency, company, joint venture, partnership or any other business relationship between the Parties and neither party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

9. The parties hereto confirm that the signatories to the MoU are duly authorized to execute and bind the respective parties. The parties confirm that they are competent to enter into such an MoU under the respective laws.

10. The Parties are independent entities, and no agency, partnership, joint venture or employee employer or principal and agent relationship is intended or created by this MoU. Neither Party will make any warranties or representations on behalf of the other.

## 11. Limitation of Liability

Neither party shall be liable to the other for any special, incidental, indirect, or consequential damages arising out of or in connection with this MOU, even if such damages were foreseeable or if the party has been advised of the possibility of such damages.

## 12. Severability





It is expressly agreed and declared that if for any reason whatsoever after execution hereof a court of competent jurisdiction holds any provision hereof to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this MoU.

### 13. Jurisdiction and Dispute Resolution:

This MoU is signed by the authorized representatives of both the Parties. The parties hereto undertake to use their best efforts to resolve amicably any dispute arising out of or in connection with this MoU and interpretation thereof through consultation in good faith and mutual understanding, provided that such consultation shall not prejudice the exercise of any right or remedy of either party hereto by any such party in respect of any such dispute.

All or any of the disputes are subject to the exclusive jurisdiction of **Lucknow** courts only.

### 14. Intellectual Property Rights:

Under no circumstances shall the intellectual property rights, including trademarks, service marks, logos, trade names owned by one Party vest with the other, unless expressly agreed to in writing by the Party which owns the said Intellectual Property.

### 15. Notices:

All notices and other communications required to be served on each of the Parties under the terms of this MoU, shall be considered as duly served if the same shall have been delivered to by hand and properly acknowledged by the respective Parties, posted by registered mail/email or sent by any accredited courier service to the respective Parties at the following addresses /email ids.

#### Address for service of notices.

1. President, Indian Industries Association (IIA), (THE ASSOCIATION)

Address: IIA Bhawan, Vibhuti Khand, Gomtinagar, Lucknow – 226010

Email: iia@iiaonline.in

2. Regional Office, SIDBI Tower, 15 Ashok Marg, Lucknow, Uttar Pradesh- 226001

Email id: rolucknow@sidbi.in





This MoU is executed in 2 (two) counterparts, each of which shall be deemed an original and enforceable against the parties executing such counterpart, and which together shall constitute one and the same instrument.

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

*For and on behalf of*

**Indian Industries Association (IIA)**


**(AUTHORISED SIGNATORY)**

**Name: Shri Alok Agrawal**

**Designation: National General Secretary - IIA**

*For and on behalf of*

**Small Industries Development  
Bank of India**


**(AUTHORISED SIGNATORY)**

**Name: Shri Rajiv Kumar**

**Designation: General Manager, SIDBI**



Ref No : 5/MOU/988

Date : 3/1/2024

To,  
General Manager,  
15 Ashok Marg SIDBI Tower  
Lucknow

**Subject: Capacity Building & Strengthening support under PROMO**

Dear Sir,

At the outset, we appreciate provided by you for meeting the delegation of Indian Industries Association (IIA) today and are pleased to know that SIDBI has launched the "Programme for Capacity Building of BMOs" [PROMO] scheme for capacity building of the industry association through hard and / or soft interventions.

Indian Industries Association (IIA) an apex representative body of Micro, Small and Medium Enterprises (MSME's) in North India which came into existence in 1985 with the Mission to "Work for advancement of MSME towards greater economic growth, competitiveness and dynamism". IIA's motto is Transforming MSME towards industry 4.0 & 48. IIA has a strong membership base of 13500 + MSMEs in Uttar Pradesh, Delhi, Gujarat, Tamil Nadu, and Uttarakhand region. IIA extensively works for the promotion and development of MSMEs and creates an enabling environment for the MSMEs in today's ever changing and extremely competitive industrial scenario. IIA offers various services to its members like Advocacy on Policy Issues with Central and State Governments, Online & Transparent System for resolving Members Issues & Problems, Business Development Assistance through events and programs, delegate visits within/outside India, B2B Interactions online/offline, Dedicated export facilitation center, employment services, and senior expert services etc.

We are pleased to inform you that we are willing to work in close co-ordination with SIDBI in our future endeavors for the benefit of our MSME members and look forward to avail grant support from SIDBI for strengthening of IIA under the PROMO Scheme launched by SIDBI.

We propose the following activities / support from SIDBI \*\*\*:

Nature of intervention	Particulars	Remarks
Soft intervention***:	Human Resource Support for supporting MSMEs	(to be appointed by SIDBI on contract basis for 1 year)
	Training of office bearers / staff	4
	Rating / Accreditation of the association	N/A
	Seminar & Workshop	Will be provided in due course

**Head Office**

IIA Bhawan, Vibhuti Khand, Gomtinagar,  
Lucknow-226010, Uttar Pradesh, India

E : iia@iaonline.in

**National Office**

Thakkar Bapa Smarak Sadan,  
Dr. Ambedkar Marg, Link Road,  
Jhandewalan, New Delhi- 110055, India

E : info@iaonline.in

**Contact Us**

Toll free No.: 1800-309-5455

IIA Virtual MSME Help Centre

Zoom ID: 7376616526

Passcode: MYIIA

(2PM - 3PM All working days)



# INDIAN INDUSTRIES ASSOCIATION

AN APEX BODY OF MICRO, SMALL & MEDIUM ENTERPRISES

<b>Hard Intervention***:</b>	(please advise the list of infra support sought with name, number and expected cost. Such hard infra items would be placed in the office premises of the association)	
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We are also ready to enter into referral arrangement with SIDBI for meeting the credit requirement of our MSME members, as per your bank's internal guidelines. Please acknowledge receipt of this letter.

Thanks & Regards,

Alok Agarwal

General Secretary IIA

Mob:+91 995996555

Email: gs@iaonline.in

#### Head Office

IIA Bhawan, Vibhuti Khand, Gomtinagar,  
Lucknow-226010, Uttar Pradesh, India

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#### National Office

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