

MOU BETWEEN
QUALITY CIRCLE FORUM OF INDIA (QCFI)
&
INDIAN INDUSTRIES ASSOCIATION (IIA)

Quality Circle Forum of India (QCFI) is a nonprofit organization established in 1982 with its HQ at Hyderabad. Forum along with its 32 chapters/sub chapters situated all over India, is engaged in propagation, awareness, training and helping in the implementation of different Quality Concepts viz Quality Circles, LQC, 5-S, Kaizen, TPM, WCM etc by involving total employee with special emphasis to develop the task performers. QCFI is having association with 13 South Asian countries who in turn organizes International conventions. QCFI has organized this international convention on quality control circles(ICQCC) in 1989 at Delhi, in 2002 at Lucknow, in 2010 at Hyderabad and got opportunity to organize this in the year 2021.

AND

Indian Industries Association (IIA) an apex body of MSME's in India recognized as true friend, philosopher & guide of Micro, Small & Medium Enterprises having direct membership of more than 7500 MSME's, established in 1985 with its Head Quarter at Lucknow & Liaison Office at Delhi, registered as a non-profit organization under Uttar Pradesh Societies Registration Act

Wish to collaborate for promotion of Quality Concepts movement in Industries in Uttar Pradesh and surrounding states in North India for enhancement of their work processes, quality and productivity and to help in the "Make in India" movement.

As such THIS MOU is made at Lucknow, on 22nd November, 2018, BETWEEN: -

Quality Circle forum of India, 306 Navketan Chambers, 62, S D Road Secunderabad - 500 003, GST No 36AAAAQ0008P1ZK hereinafter called 'QCFI' the First Party.

AND

Indian Industries Association, IIA Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010, and GST No 09AAATI4647K1ZB hereinafter called 'IIA' the Second Party.

The expression both the parties shall mean and include unless repugnant to the context, their respective legal heirs, executors, representatives, nominee and assigns respectively.

1. WHEREAS the QCFI has expressed its intention to collaborate with IIA to launch Quality Circle, Work Place Management (5S), and other allied concepts for the benefit of Industries in Uttar Pradesh and surrounding States, IIA have agreed to collaborate on the following terms and conditions:



Kaushal Anand

[Signature]

- The “Quality Circle Facilitation Center” (QCFC) will be set up at IIA Bhawan, Vibhuti Khand, Lucknow jointly by both the parties i.e. QCFI & IIA with the objective to enhance work processes, quality and productivity in Industries especially in MSME Sector.
 - **Both the parties’ QCFI & IIA** will nominate their respective Office Bearers & Staff for the functioning of QCFC and each party will bear their cost respectively.
 - The Office space for the QCFC will be provided & maintained by IIA however QCFI will share maintenance and up keeping expenses @ Rs 20000/- Per month + cost of Electricity consumption on actual to be paid to IIA.
 - QCFI & IIA may organize Quality Circle ,5S, and other quality concepts Awareness Programme jointly for Industries at IIA and other places wherein the costs & benefits will be shared equally for each awareness programme.
 - QCFI membership / Accreditation fees / consultancy fees for the follow up programs related to implementation of projects and participation by MSME QC teams shall be collected as per program guidelines by QCFI. No sharing of fees/service charges will be applicable for such programs fees.
 - In case QCFI desire to organize any paid programme (charging participation fee) for the benefit of Industries of its own(fee per delegate/per industries/per Quality circle) to be charged) in IIA Bhawan Buildings in Lucknow, Kanpur , Meerut and Saharanpur etc. , QCFI will pay the user Charges of the Conference Hall and other facilities to IIA as will be mutually agreed upon between both the parties i.e. IIA & QCFI. For promotional programme, such facilities will be complimentary.
2. Neither Party shall represent or bind the other Party before any third Party except with the prior written permission of such other Party.
 3. Neither Party shall use the brand /name / acronym / logo of the other except for the limited purpose of this MOU and without the express written permission of the other Party.
 4. **Term:** This MOU will be for one year initially and may be extended on mutual consent thereafter. Either Party can terminate this MOU by giving a prior written notice of one month to the other Party.
 5. The rights and interests of the Parties hereto shall not be transferred or assigned by either of the Parties, without the prior consent in writing of the other Party and any transfer or assignment without the consent of the other Party shall not be binding on it, except in the event where the majority stake of a Party is acquired by a third party pursuant to a merger or amalgamation – in which event, the counterparty under this MOU may at its discretion choose to terminate this MOU with immediate effect by giving a written notice.
 6. Intellectual property. Intellectual property in any kind or form will remain the property of the party who have the ownership and any sharing will be for limited purpose for which such share is agreed upon. In case any intellectual property is created jointly ownership will be decided on mutually agreed basis.



Naubhan Aggarwal

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7. **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 performing the tasks associated with this MOU.
8. **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.
9. **Governing Law:** This MOU shall be governed, construed and enforced in accordance with the laws of India. All disputes or differences arising between the Parties as to the effect, validity or interpretation of this MOU or as to the rights, duties or liabilities shall be resolved amicably between the Parties to MOU, failing which, such disputes shall be referred to the courts of appropriate jurisdiction, subject to exclusive jurisdiction of Lucknow Courts.
10. **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.

Signed this day 22nd November, 2018 by:

For Indian Industries Association



Manmohan Agarwal

General Secretary

For Quality Circle Forum of India



D.K. Srivastava

Executive Director

