



MEMORANDUM OF UNDERSTANDING
Between
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT (USAID)
and
INDO-AMERICAN CHAMBER OF COMMERCE

This Memorandum of Understanding (“Memorandum” or “MOU”) is between the United States Agency for International Development (“USAID”) and the Indo-American Chamber of Commerce in India. USAID and Indo-American Chamber of Commerce and its relevant members (each, a “Participant,” and collectively, the “Participants”) share the common goal of promoting international development and seek the opportunity to pursue projects of mutual interest in a variety of areas.

I. Background

- USAID is the United States Government’s leading development and humanitarian assistance agency and a catalytic actor driving development results. USAID’s work advances U.S. national security and economic prosperity, demonstrates American generosity, and promotes a path to recipients’ self-reliance and resilience. USAID leverages India’s growing human and financial resources through partnerships that catalyze innovation and entrepreneurship to solve critical local and global development challenges. In recent years, USAID in India has established public-private partnerships that leverage over \$800 million in additional financial resources.
- Indo-American Chamber of Commerce is an association of American and Indian business organizations operating in India and USA. The Indo-American Chamber of Commerce, established in 1968, is the apex bilateral Chamber synergizing India-US Economic Engagement. It was started by U.S. Ambassador Chester Bowles along with the then Industry leaders and visionaries for enhancing US India Economic Engagement. Today it has PAN India presence with 2,400 members, representing cross section of US and Indian Industry.

II. Purpose

The purpose of this MOU is to facilitate coordination between the Participants in matters of mutual interest as set forth in Sections III and IV of this MOU.

III. Scope

The Participants intend to combine efforts to achieve their mutual objectives of addressing India's development challenges through partnership. To this end, the Participants expect to Cooperate on initiatives within areas of common concern, and to work together on projects that reflect their shared interests within the potential areas of cooperation described in Section IV of this MOU.

IV. Areas of Cooperation

IV.I The Participants anticipate collaboration around various themes, including, but not limited to:

- (a) maternal and child health;
- (b) tuberculosis;
- (c) HIV/AIDS;
- (d) energy/environment and forestry;
- (e) water and sanitation;
- (f) gender and women's empowerment; and
- (g) Issues concerning youth.

IV.II Specific joint efforts may also include:

- (a) Briefing member companies of the Indo-American Chamber of Commerce on USAID/India programs;
- (b) Identifying and sharing innovations and models that benefit the base of pyramid population of India;
- (c) Exploring:
 - i. Integrating the Indo-American Chamber of Commerce members' Corporate Social Responsibility (CSR) funding with USAID/India programs and
 - ii. Funding resulting in enterprise-driven public private partnership models that increase revenues for the member companies of the Indo-American Chamber of Commerce while simultaneously addressing India's development challenges;

- (d) Combining USAID resources with Indo-American Chamber of Commerce member companies' resources to address India's development challenges; and
- (e) Identifying and collaborating with Indo-American Chamber of Commerce member companies to leverage external resources for development programs.

V. Designated Points of Contact

V.1 Each Participant has appointed a primary point of contact and liaison (hereinafter called the "Relationship Manager") responsible for the management and development of the relationship between the Participants under this MOU as follows:

USAID:

Mission Director
USAID/India
U.S. Agency for International
Development
U.S. Embassy
Chanakyapuri
New Delhi, India
Telephone: +91-11-2419-8400

**Indo-American Chamber
of Commerce:**

National President
Indo American Chamber of
Commerce
1-C, Vulcan Insurance Building
Veer Nariman Point
Church gate
Mumbai 400020
Telephone: +91 9810001951/
7081830065

Delhi Address: Sarkar &
Associates
K – 45 Kailash Colony
New Delhi 110048

V.II Any Participant may, by written notice to the other Participant, designate additional or substitute Relationship Managers for the purposes of this MOU.

VI. Consultation, Publicity and Confidentiality

- VI.I The Participants intend to keep each other informed regarding matters or activities related to this MOU.
- VI.II The Participants expect to collaborate in the development of outreach and educational materials for external audiences regarding the MOU and related activities. The Participants will obtain each other's approval prior to the issuance of any publicity related to activities under this MOU.
- VI.III As appropriate, branding for activities related to this MOU will be undertaken in accordance with the Participants' respective legal, policy and procedural requirements.
- VI.IV Subject to the laws that apply to each Participant, the Participants will respect the confidential information and confidentiality policies of the other, with the understanding that the Participants intend to publicize the activities and objectives of this MOU without disclosing any confidential or proprietary information of any other Participant.

VII. Duration, Amendment and Termination

- VII.I This MOU will be in effect on the date of its signature by all Participants, and is intended to remain in effect until five years from that date.
- VII.II The Participants may agree, in writing, to amend this MOU, including extending its duration.
- VII.III Either Participant may discontinue this MOU but will endeavor to provide 30 days written notice to the other Participant as set forth in Section V.

VIII. Other Matters

- VIII.I The Participants will endeavor to amicably resolve any dispute over the interpretation of any provision of this MOU.
- VIII.II The Participants enter into this MOU while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Each Participant accepts full responsibility for any and all expenses incurred by such Participant relating to this MOU. No

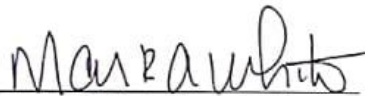
Participant is responsible for any expenses incurred by any other Participant. The cooperation described in this MOU is not to be construed as a legal form of partnership or any other type of legal entity or personality.

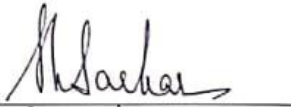
VIII.III Nothing in this MOU is to be interpreted as superseding or interfering in any way with any agreement or contract entered into between the Participants, either before or after the signing of this MOU. Nothing in this MOU is intended to be construed as an exclusive working relationship. The Participants specifically acknowledge that this MOU does not constitute an obligation of funds, nor does it create a legally binding commitment by any Participant, nor does it create any rights in any third party, nor is it legally binding on any Participant.

The undersigned representatives of USAID and Indo-American Chamber of Commerce have each signed this present MOU as of the date and year set forth below.

USAID

Indo-American Chamber of Commerce





Name: Mark Anthony White
Title: Mission Director,
USAID/India

Name: Swapan Kumar Sarkar
Title: National President,
Indo American Chamber of
Commerce / India

Date: 2 April 2019

Date: 2nd day of April, 2019.