



MEMORANDUM OF UNDERSTANDING Between INDO-AMERICAN CHAMBER OF COMMERCE And BRICS CHAMBER OF COMMERCE & INDUSTRY

This Memorandum of Understanding ("Memorandum" or "MOU") is between Indo-American Chamber of Commerce in India (IACC) and BRICS Chamber of Commerce & Industry. IACC and BRICS Chamber of Commerce & Industry and its 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. <u>Background</u>

- 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.
- BRICS CHAMBER OF COMMERCE & INDUSTRY ("BRICS CCI") which is a society registered under the Societies Registration Act, 1860, empanelled with United Nation and hereinafter referred to as 'BRICS CCI" having its office at A-2/8, First Floor, Safdarjung Enclave, New Delhi herein Referred as BRICS CCI represented by its Director General Dr. BBL Madhukar

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 Global Trade and Economic 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 this MOU.

IV. Areas of Cooperation

- IV.I The Participants anticipate collaboration around areas and including, but not limited to:
 - (a) Seminars
 - (b) Conferences
 - (c) Delegations
 - (d) Round tables
 - (e) B2B activations
 - (f) Delegations
 - (g) Public Private partnerships
- IV.II Specific joint efforts may also include:
 - (a) Briefing member companies of the Indo-American Chamber of Commerce and BRICS Chamber of Commerce & Industry on each other's activities
 - (b) Identifying and sharing innovations and models that benefit the trade and Economic relations in a global environment
 - (c) Exploring:
 - (i) Integrating the Indo-American Chamber of Commerce members' and BRICS members on joint activities related to trade and commerce
 - ii) Combining resources when need be on collaborative engagements

REVENUE SHARING ON ACTIVITIES UNDERTAKEN BY BOTH THE PARTIES JOINTLY

It will be decided on case to case basis depending on the events or project undertaken together.

V. <u>Designated Points of Contact</u>

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:

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Indo-American Chamber of Commerce: Debolina Mukherjee, Deputy Director

BRICS Chamber of Commerce & Industry- Kunal Kishore, Deputy Director General

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 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.

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VIII. Other Matters

The Participants will endeavor to amicably resolve any dispute VIII.I 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 Indo-American Chamber of Commerce and BRICS Chamber of Commerce & Industry have each signed this present MOU as of the date and year set forth below.

Indo American Chamber of Commerce	BRICS Chamber of Commerce &
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Name: Swapan Kumar Sarkar	Dr. BBL Madhukar
Title: National President. IACC, India	Director General, BRICS CCI
Date:	Date:

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