

## **MEMORANDUM OF UNDERSTANDING**

**Between**

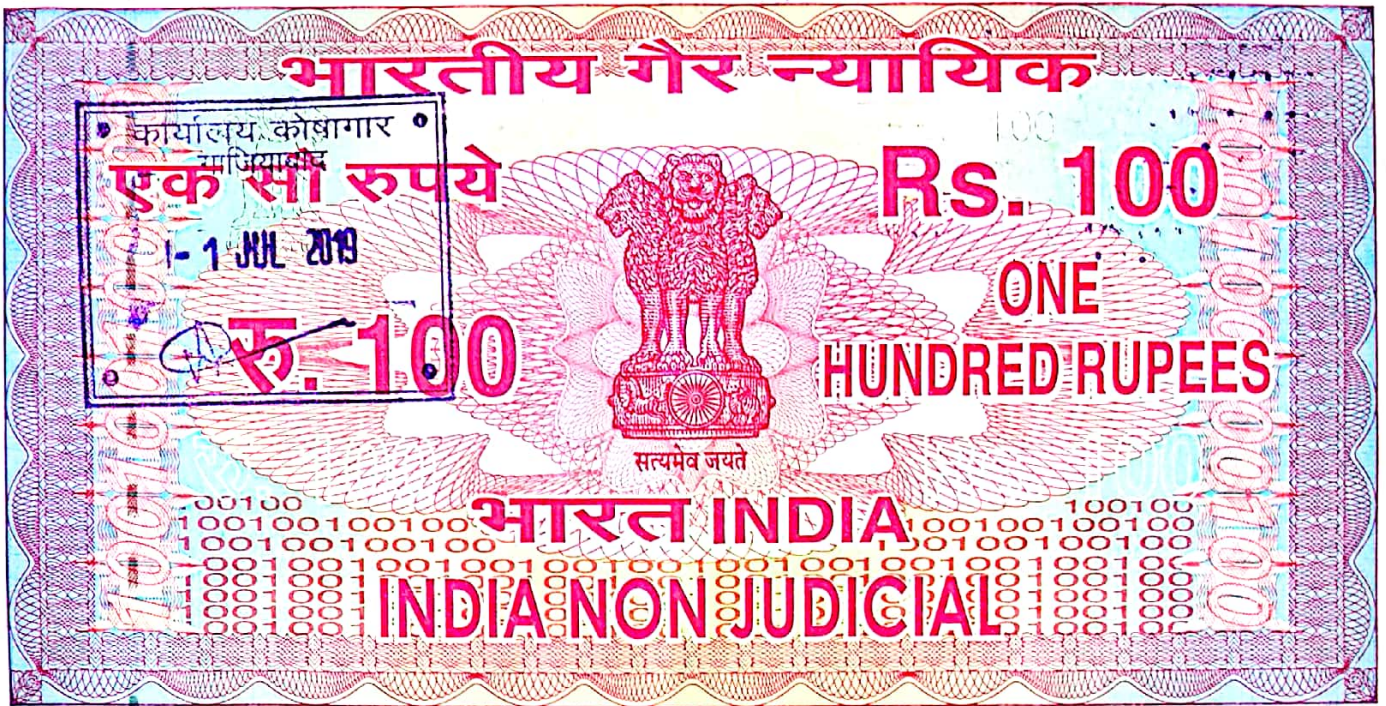
**National Small Industries Corporation Limited**  
(A Government of India Enterprise)

NSIC Bhawan, Okhla Industrial Estate,  
New Delhi – 110 020, India

**And**

**U.P. State Bio-energy Development Board**  
(An autonomous body of Government of Uttar Pradesh)

534-544, 5<sup>th</sup> Floor, Yojana Bhawan,  
Lucknow-226001(U.P.), India



उत्तर प्रदेश UTTAR PRADESH

EZ 139771

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this 5<sup>th</sup> of July, 2019 at Lucknow, UP, India.

### BETWEEN

National Small Industries Corporation (NSIC) an (ISO 9001-2015 certified Government of India Enterprise) and established in the year 1955 under Ministry of Micro, Small and Medium Enterprises (MSME), Government of India, having corporate office at NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110 020, India (hereinafter referred to as "NSIC") is represented by Sh. P. Udayakumar, Director (Planning & Marketing).

### AND

U.P. State Bio-energy Development Board (UPSBEDB) an autonomous body of the GOUP (hereinafter referred to as "UPSBEDB") represented by Shri P.S. Ojha, State Coordinator/ Member Convener which expression shall unless repugnant to the subject or context mean and include its successors, legal representatives and assigns of the OTHER PART.

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क्रम सं. 18 स्टाम्प विक्रेता की तिथि  
स्टाम्प का नाम एवं मूल्य  
स्टाम्प का नाम एवं मूल्य  
स्टाम्प की प्रकृति

02 JUL 2019

सुमित कुमार स्टाम्प विक्रेता

(ला. नं. 412 लाइसेन्स की अवधि 31-3-2019)

कैपिटल कम्प्यूटर्स, पानिपत

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NSIC and UPSBEDB hereinafter jointly referred to as "**Parties**" or individually as "**Party**".

**WHEREAS** NSIC was established in the year 1955 under Ministry of Micro, Small and Medium Enterprises (MSME). It is a premier organization fostering the promotion & growth of Micro, Small and Medium Enterprises in India. NSIC operates through countrywide network of offices and Technical Centres in the Country to enhance the Competitiveness of Micro, Small and Medium Enterprises by providing integrated support services encompassing, Marketing, Finance, Technology and other Services

**WHEREAS** UPSBEDB is a registered society under Societies registration Act-1860 with Registrar of Societies, Chits funds and Firms, Uttar Pradesh, Lucknow. The major activities of the Board are related to promotion and development of Bio-energy and climate resilient agriculture based sustainable developed economy. All the programmes are being run on the working philosophy of "Value-chain-mechanism with entrepreneurship mode" in accordance with fulfilment of the major objectives of the Board. To establish the "Value-chain", Farmers Producers Companies are being promoted by Board in association with NABARD.

#### **PURPOSE AND OBJECTIVE:**

The purpose of this Memorandum of Understanding is as under:

- a. Both the parties will work in close cooperation with each other and will combine their individual capabilities to benefit the MSME sectors in India.
- b. Special emphasis will be given to SC/ ST categories, women entrepreneurs.
- c. NSIC to help to market the product of FPOs (Farmers Producer Organization) and other associated organizations/ units etc. with UPSBEDB in Domestic as well as International Market.
- d. Any other important activities related to promotion of agripreneurship/ entrepreneurship in fulfilment of agenda "Doubling the farmers' income" under climate resilient conditions would be undertaken.

#### **It is mutually understood and agreed by and between the parties that:-**

1. Whereas both the parties agreed to work under this MoU with broader objective to benefit the MSME Sectors and to give special emphasis on SC/ST Categories, women entrepreneurs to achieve the desired result.
2. That keeping in view, the experience and expertise of UPSBEDB and NSIC, it is mutually agreed between the parties to promote and attain the objective agreed above, however, all terms and conditions including commercials will be done through separate agreement program-wise (which should not affect the profitability of NSIC).
3. That based on the mutual arrival between the parties, subject to agreed terms and conditions applicable from time to time, the parties have decided to cooperate in following manner where both parties jointly list out areas of cooperation:



- a. To organize awareness programs w.r.t. facilities / schemes of Ministry of MSME, Government of India and NSIC for MSMEs including FPOs. UPSBEDB and NSIC shall facilitate and provide handholding support to MSMEs in accordance with the provisions of the Schemes.
  - b. Usage of facilities/ infrastructure/ schemes of both the organizations on mutually agreeable terms for the purpose of training, incubation, technology transfer etc.
  - c. To use NSIC's B2B online platform [www.msmemart.com](http://www.msmemart.com) by the members of UPSBEDB on mutually agreeable terms.
  - d. UPSBEDB and NSIC to facilitate participation of MSMEs in fairs of international level including B2B & B2C fairs to be organised in India and abroad in the line of guidelines framed by Ministry of MSME.
  - e. UPSBEDB and NSIC shall jointly undertake all such acts which are required to attain the objectives as outlined above / agreed upon time to time.
4. That it is agreed between the parties that a designated nodal contact person will be nominated who will manage their internal teams and develop SOPs for each project/ sub project. In this regard, a monthly summary report will be provided to the management of both the parties.

5. **Validity of MOU:**

This Memorandum of Understanding is valid ~~for~~ till it is revoked by either of the parties.

6. **Termination of MOU:**

This MOU may be terminated by either of the parties by giving three months written notice.

All obligations of the parties shall cease as of the date of termination of this MOU and either party shall have no liability whatsoever it may be to the other resulting from such termination.

7. **Confidentiality:**

The Parties herein undertake to treat this MOU as CONFIDENTIAL AND PRIVILEGED information of either party. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.

Except as reasonably required, both the parties covenant that neither of the party shall at any time during this MOU or at any time after its termination disclose or reveal to any person / organization or otherwise make use of confidential information including any of the trade secrets, confidential operations, processes or dealing or any information concerning the parties and their subsidiaries, business, finances, transactions or affairs of the



affiliates / agencies or any of their ventures which may come to the knowledge of either of the party during the period.

#### 8. Amendment and Modification:

This MoU constitutes a complete and exclusive understanding of the terms agreed between the Parties on the subject hereof and any amendment or modification hereto shall not be valid and effective unless in writing and signed by both Parties.

#### 9. Dispute Resolution:

Any dispute, controversy arising between any of the parties in relation to this MOU, the same will be referred to the committee consisting of Director (P&M), NSIC and State Coordinator/ Member Convener, UPSBEDB, which will be the final authority for resolution of the dispute.

This MoU containing total 05 pages and shall be executed by both the Parties at Lucknow, in the presence of two (2) witnesses. Both the parties shall put their respective signatures on each of the page.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THE DAY, MONTH AND YEAR WRITTEN ABOVE.**

Signed & Sealed for and on behalf of

National Small Industries Corporation  
(NSIC)

(Sh. P. Udayakumar)  
Director (Planning & Marketing)

NSIC LTD.  
NSIC BHAWAN  
Okhla Industrial Estate  
New Delhi-110020  
Ph. No. - 011-26317530, 2695275

Witnesses:

1. VIDAY PRATAP SINGH  
Zam (North-1)

2. VIKRAM PRATAP SINGH

Dy. Manager (I/O)  
So - Gorakhpur

Signed & Sealed for and on behalf of

U.P. State Bio-energy Development  
Board (UPSBEDB)

(Sh. P. S. Ojha)  
State Coordinator/ Member Convener  
उ०प्र० राज्य उद्योग विकास बोर्ड  
नियोजन विभाग, उ०प्र०

Witnesses:

1. Dr. Gomati Divedy  
Finance Controller, Niyojan  
डा० गोमती दिवेदी  
वित्त नियंत्रक  
नियोजन विभाग, उ०प्र० शासन

2. \_\_\_\_\_