

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AN 828209

Agreement to Co-operate

This Agreement to Co-operate ("Agreement") is made and entered at New Delhi on this 10th day of August, 2023.

BY AND BETWEEN:

European Business and Technology Centre (hereinafter referred to as "EBTC", a not-for-profit organisation registered under Companies Act, 1956, having its registered office at Delhi Lawn Tennis Association Complex (DLTA), South Block, 1st Floor, 1, Africa Avenue, New Delhi 110029, India (which expression, unless it be repugnant to the subject or context thereof shall mean and include its legal representatives, successors, permitted assigns). of the FIRST PART;

AND

EEPC India, hereinafter referred to as "EEPC" having is registered office at Vanijya Bhavan, 1stFloor, International Trade Facilitation Centre, 1/1, Wood Street, Kolkata – 700 016 and its Head office Cell in Vandhna Building, 4thFloor, 11 Tolstoy Marg, New Delhi – 110 001 (which expression shall unless repugnant to the context or meaning thereof means and include its successors-in-interest and permitted assigns) of the SECOND PART.

All Parties shall individually be referred to as "Party/Name" and jointly referred to as "Parties".



WHEREAS,

1. EBTC is engaged in activities towards facilitating Europe-India Collaboration. As a part of its mandate to facilitate such collaboration between Europe and India, EBTC is involved with organizations and businesses that contribute towards building a network that encourages cross-border investments and a conducive business environment for Indian and Europe based companies.
2. EEPC India is the premier trade and investment promotion organization in India. It is sponsored by the Ministry of Commerce & Industry, Government of India, and caters to the Indian engineering sector. As an advisory body it actively contributes to the policies of the Government of India and acts as an interface between the engineering industry and the government. Set up in 1955, EEPC India now has a membership base of over 12,000 out of whom 60% are SMEs.
3. The Parties intend to institutionalise a cooperation agreement.
4. The Parties are considering two focus areas of cooperation. One, a targeted internationalisation support of MSMEs, by way of a "EUROPE-INDIA MSMEINTERNATIONALISATION SUPPORT PROGRAMME" ("Programme") with an aim to ensure that the economic activity between Europe and India can be strengthened through increased trade and investments, leading to new business and employment opportunities. Two, creating joint proposals targeted towards strategic capacity building, covering Technology Management, Quality Systems, Governance, Finance, Marketing, Branding and other mutually identified areas to facilitate innovation to sustain value creating abilities. In doing so, the MSMEs in India would be able to match and keep up with the changing expectations of international OEMs and MSMEs in an increasingly turbulent environment, focussing on the supply chain opportunities in EU.
5. The Parties have decided to enter into this agreement to foster and cultivate their shared interests and growth on the terms and framework mutually decided as hereunder in accordance with the terms of reference of the Parties hereto and in adherence to the laws of the land.

IN CONSIDERATION of finalising the terms and conditions pertaining to the Agreement and in forgoing the mutual obligations and deliverables hereinafter, the Parties agree to the following terms and conditions:

6. SCOPE OF COOPERATION

Both Parties have agreed to come together to enhance the presence of Indian MSMEs in global supply chains, especially in the engineering sector. The cooperation may include the following:



6.1 Benefits from EBTC:

- i) EBTC can help EEPC India members in ascertaining their requirements in the areas of new product development, quality improvement, implementing low-cost process and plant automation by transfer of cost-effective appropriate technology for production of value-added quality products.
- ii) EBTC can engage its expertise to locate and identify suitable market abroad for wider market access and market pitching to help in significantly increase export of engineering products by MSMEs.
- iii) EBTC can coordinate Technical Subject Experts at various fields who will provide their expertise in the areas of knowledge sharing in terms of faculty support for conducting seminars, webinars, conferences, technical troubleshooting, consultancy for various technological and product development for the members of EEPC India.
- iv) EBTC can assist in identifying specific training needs by conducting suitable survey amongst MSMEs sector-wise, region-wise and arrange for training of personnel through formulation of appropriate technical and non-technical modules.
- v) EBTC shall explore and try to establish a favorable ecosystem which will facilitate exchange of innovative technological developments between MSMEs of European countries and Indian MSMEs in the areas of vendor development for manufacture of Hi-tech value-added components required for automobile, defense, aerospace, UAV, robotics, etc.
- vi) EBTC can help to promote the facilities and benefits being extended through Technology Centre of EEPC India including effective use of the facility of 3D Design and Development Centre at Kolkata amongst its other associates in India.
- vii) EBTC will provide access to the knowledge resource centre of EBTC in the form of reports, journals, e-journals, etc. as per mutually convenient terms & conditions.
- viii) EBTC can help in networking with European experts in niche areas in Defense, energy efficient production technologies and customization of technologies for Indian context.
- ix) EBTC can facilitate EEPC India members on Governance and Regulations from trade perspectives.

6.2 Benefit from EEPC India Technology Centre:

- i) EEPC India can extend the services provides through its Design and Development Centre of EEPC India Technology Centre viz. design services, 3D printing services, 3D scanning services, load analysis, flow simulation, etc.
- ii) EEPC India Technology Centre can offer Technology Advocacy through their Panel of Subject Experts.
- iii) EBTC can get the access to the seminars/trainings/workshops organized by EEPC India Technology Centre.
- iv) EBTC members can avail the facilities extended by IP Cell of EEPC India Technology Centre.



- v) EEPC India can extend the testing facilities through NABL accredited labs which EEPC India Technology Centre is tied-up with.
- vi) EEPC India can extend the certification facilities through Certification bodies which EEPC India Technology Centre is tied-up with.
- vii) EEPC India can extend the training facilities for students to EBTC members.
- viii) EBTC can access to e-magazine (IE2) of EEPC India.

6.3. Both Parties agree that this agreement is based on mutual cooperation and interests. It is agreed and understood that there will be no exchange of financial obligations under the terms of this and if the Parties are granted any bids or undertake any projects then the consideration will be decided on a project-to-project basis.

7. **CONSIDERATION**

Parties agree that this Agreement is based on mutual cooperation and interests. It is agreed and understood that there will be no exchange of financial obligations under the terms of this Agreement and any revenue elements will form a part of Terms of Reference sheets to be signed separately between EBTC and EEPC, as may be required then.

8. **INTELLECTUAL PROPERTY RIGHTS**

Parties agree that the pre-existing Intellectual Property (registrable or not) of either Party will remain the property of that Party. In the event that such pre-existing Intellectual Property is used by any Party to fulfil the objectives under this Agreement then the Party whose property is used will grant the Programme worldwide, interest-free, perpetual license to use such property on the terms mutually agreed upon by both.

9. **CONFIDENTIALITY**

- i) The Parties acknowledge and agree that all tangible and intangible information whether in written, graphic, machine recognizable, electronic, sample, or any other visually perceptible form or in the oral form obtained, developed or disclosed including all documents, data papers, statements, trade secrets, including all businesses and technical information, client and cluster related information, financial information, employee information, research material and data, internal communication and policies, company compliances, any communication with any third party and intellectual property including but not limited to, all intangible and tangible information, documents, statements, any business/customer information relating to its business practices of either Party provided by one Party to the other Party in connection with the performance of its obligations under this Agreement and marked as "Confidential" shall be considered to be proprietary information.
- ii) The Parties hereto shall not disclose, use, copy, adapt, alter, disseminate, modify or part with possession the Confidential Information and/or the terms of this Agreement to any third party, other than their respective agents or representatives for discharge of their responsibilities under this



Agreement, without the written consent of the other Party, unless required to do so by any government agency or court order.

- iii) The Parties agree that the Agreement is based on mutual respect and co-operation and that the confidentiality clause is an integral part of the co-operation and that the said clause shall survive termination of this Agreement.

10. **TERM AND TERMINATION**

- i) This Agreement shall be effective from the date of signing and shall be valid for a period of 3 (three) years, unless terminated earlier either by mutual agreement in the manner prescribed under sub-clause 5.2(a) or by any Party in case of a breach, in the manner prescribed in clause 5.2 (b).
- ii) This Agreement shall be terminated:
 - a) By giving 30 days prior written notice to the other Parties.
 - b) With immediate effect, in case of breach of any of the terms and conditions of this Agreement, upon the provision of notice by the Party who is not in breach.
- iii) Any termination of this Agreement shall not affect the liability or obligations of any Party hereto, which arose prior to the date of termination, whether known or not known on the date of such termination.

11. **REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other Parties that:

- i) It has full power and authority to execute, deliver and perform this Agreement and is not barred from entering into a contract with the other Parties under Indian law.
- ii) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- iii) This Agreement does not conflict with any of its existing contracts or laws applicable in either State.
- iv) This Agreement does not conflict with any of its existing contracts or laws applicable in India.

12. **FORCE MAJEURE**

- i) If any Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of any Force Majeure Event, it shall at the first reasonable opportunity give written notice to the other Party of its inability, setting out full details of the Force Majeure Event in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the Force Majeure Event continues but only to the extent of the duties and obligations so affected. Forthwith upon the Force Majeure Event ceasing to exist, the Party relying upon it shall give written notice to the other Party of this fact. The affected Party shall, as soon as reasonably possible on cessation of the Force Majeure Event, resume the performance of its obligations hereunder.



- ii) For the purpose of this Agreement, Force Majeure shall mean and include, act of God, fire, flood, earthquake, civil commotion, war, riot, explosion terrorist acts, sabotage, or general shortage of energy, labour, equipment, facilities, material or supplies, failure of transportation, strike, lock-outs, actions of labour unions, change of law, new legislation, enactment, court orders, delays in government approval, acts of Government or intervention of statutory authorities or such other threatened or actual circumstance which in each case could not reasonably be foreseen and is beyond the reasonable control of the relevant Party.

13. **INDEMNITY**

Each Party shall at all times indemnify and hold harmless the other Parties and said other Parties' successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, and employees (collectively, the "Indemnified Parties") from and against any and all expenses, claims, actions, liabilities, costs or proceedings which either Party, its officers, employees or agents may incur or which may arise directly out of or pursuant to this Agreement as a result of any breach, non-compliance or non-performance of any provision of this Agreement by the other Party and/or its contractors/employees/personnel's connection with this Agreement.

14. **GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION**

- i) This Agreement shall be governed by and construed in accordance with the laws of India.
- ii) It is made clear that all differences howsoever arising out of or in connection with this agreement shall be resolved through discussion failing which, by arbitration. The discussions shall be held in the spirit of resolution of the issues that have arisen with the intention of resolving the issues amicably at the earliest. If the applicant is not satisfied with the outcome of the discussions, within 45 days from the receipt of the response, it shall resort to arbitration. In such circumstances, the parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this agreement to Arbitration to be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof, which may come into force. The parties hereby agree that the decision of the Arbitrator shall be binding on them. The place of arbitration shall be Kolkata. The language to be used in the arbitration proceedings shall be English.
- iii) Both Parties agree that the Courts of Kolkata shall have exclusive jurisdiction in all matters arising in respect of this Agreement.

15. **ENFORCEABILITY**

The aforementioned co-operation can only be implemented in a legally binding form on the basis of special agreements and other adopted resolutions, terms of reference which might be elaborated in future and then also subject to the laws of the land. It is made clear that nothing hereinabove, whether express or by necessary implication, shall be enforceable as against either party, and no right or liability, as the case may be, shall arise from this Agreement in favour and/or as against any



of the parties hereto, except after a legally binding agreement which is valid according to the laws of India where the protocol and/or cooperation is to be implemented by such legally binding agreement.

16. **NOTICE**

Any Notice required or permitted to be given hereunder shall be given in writing and shall be valid if sent by registered airmail with postage fully prepaid or by Speed Post or by a reputable courier service or delivered personally or by email transmission to the following addresses:

EBTC	EEPC India
Address: DLTA Complex, South Block, 1st floor, No 1, Africa Avenue, New Delhi 110 029, INDIA	Address: Vanijya Bhawan, 1 st Floor, 1/1 Wood Street, Kolkata 700016, India
Phone: +91 11 7121 5000 (office)	Phone: + 91 33 2289 0651/52/53
Attention:Mr. Poul V. Jensen	Attention:Mr. Suranjan Gupta

17. **COUNTERPARTS**

This Agreement may be executed in two counterparts and such counterparts each of which when executed and delivered shall be deemed to be an original and all of the counterparts taken together shall constitute but one and the same instrument.

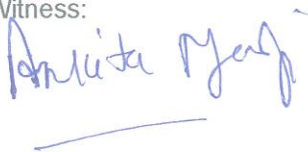
IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first above written.

For EBTC

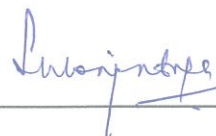


Mr Poul V Jensen, MD

Witness:



For EEPC



Mr. Suranjan Gupta, Executive Director

Witness:

