

MEMORANDUM OF UNDERSTANDING

BETWEEN



Indian Institute of Corporate Affairs (IICA)

And



**Artificial Limbs Manufacturing
Corporation of India (ALIMCO)**



**Indian Institute of
Corporate Affairs**
Partners in Knowledge. Governance. Transformation.

Memorandum of Understanding (MoU)

This MOU is made on this 17th day of August, 2016.

BY AND BETWEEN

INDIAN INSTITUTE OF CORPORATE AFFAIRS, a Society registered under the Societies Registration Act, 1860, having its registered office at Plot No. 6,7,8, IMT Manesar, Distt. Gurgaon, Haryana and city office at 2nd Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi-110003, (hereinafter called the IICA) which expression unless repugnant to the context shall include its legal representatives of the one part.

AND

Artificial Limbs Manufacturing Corporation of India (ALIMCO), a company registered under the Section 8 of the Companies Act, 1956 and having its registered office at G.T Road, Kanpur (hereinafter called the ALIMCO) which expression shall unless repugnant to the context shall include its legal representatives of the second part.

About IICA

The Indian Institute of Corporate Affairs (IICA) has been established by the Ministry of Corporate Affairs (MCA), Government of India to act as a think-tank and a centre of excellence to support the growth of the corporate sector in India through an integrated and multi-disciplinary approach. The Hon'ble Minister for Corporate Affairs is the President of IICA. The Secretary, Ministry of Corporate Affairs is the Chairperson of the Board of Governors, which also has many eminent personalities drawn from different fields. The state-of-the-art campus of IICA is located at Manesar in the National Capital Region, which was inaugurated by the then Prime Minister, Dr. Manmohan Singh in April 2012. IICA has been mandated to offer capacity building and advisory solutions to the government, statutory authorities, the private sector, etc. IICA will offer its capacity building and advisory solutions through the following schools and centres:

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Schools and Centres at IICA

- | | |
|---|--|
| <ul style="list-style-type: none">• School of Competition Law & Market Regulation• School of Corporate Governance & Public Policy• School of Corporate Law• School of Finance• ICLS Academy | <ul style="list-style-type: none">• Centre for Business Innovation• Centre for Institutional Partnerships and Corporate Communications• Centre for Responsible Corporate Governance• Centre for Small & Medium Enterprise |
|---|--|

About 'ALIMCO' –

ALIMCO is a company registered under Section 8 of the Companies Act, 1956 having its registered office at GT Road, Kanpur, Uttar Pradesh. It is non-profit organisation working under the aegis of Government of India, Ministry of Social Justice and Empowerment. The company was incorporated 1972 to take up manufacture and supply of Artificial Limb components and Rehabilitation Aids for the benefit of the physically handicapped and started production in 1976.

The main objectives of the company are:-

1. To maintain the status of largest manufacturer and Supplier of rehabilitation aids in India.
2. To maintain the status of largest ADIP implementing agency through camp activity, headquarters activity, ADIP – SSA activity, special camp activity and limb fitting centres activity.
3. To ensure all aids & appliances supplied under ADIP scheme must bear ISI – mark and must be durable, modern, sophisticated and scientifically manufactured.
4. To enhance export of quality rehabilitation aids to help disabled persons abroad to achieve self-dependence.
5. To carry out continuous research & development work to improve design of existing aids and develop new assistive aids at affordable prices.



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Collaboration between IICA and ALIMCO

Preamble:-

The Companies Act, 2013, published in the Gazette of India on 30th August 2013, provides for sweeping changes in the way companies operate and are regulated in the country. The historic Section 135 of the Act on CSR embodies the essence of what the development sector in India today needs – a strategic injection of corporate innovation, technology, managerial skills and impact orientation.

The Act aims at motivating companies to ensure that they spend, in every financial year, at least two per cent of their average net profits made during the three immediately preceding financial years, in pursuance of their Corporate Social Responsibility Policy. This is going to be the second year of Implementation of CSR.

One of the activities specified in Schedule VII reads as follows:-

“Promoting education, including special education and employment enhancing vocational skills especially among children, women, elderly, and the **differently abled** and livelihood enhancement projects”

Being an Expert in the field, ALIMCO have explored and discussed ways to collaborate with IICA and have arrived at a broad consensus towards partnering with IICA in the area/s of identifying and implementation of Corporate Social Responsibility (CSR) particularly for the benefit of **differently abled persons**

IICA agrees to promote this collaboration with ‘ALIMCO’ through this Memorandum of Understanding. Therefore ALIMCO would act as an Implementing agency as specified under Section 135 of the Companies Act, 2013.

1. Purpose of the MOU

This MoU between IICA and ‘ALIMCO’ is intended to establish a mutually beneficial relationship -in the area of CSR and any other area mutually decided by the parties from time to time.



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description of the proposed activity, responsibilities of each party, financial arrangements, person(s) responsible for its implementation, allocation of time and resources, implementation procedures, and other details as necessary. IICA and 'ALIMCO' agree that they will be free to participate in other projects acting either individually or collectively. Under no circumstances ALIMCO would use this MOU for any promotional or commercial activity.

3. Joint Seminars, Conferences and Workshops

IICA and 'ALIMCO' hereby agree to jointly conduct seminars, conferences, workshops and seminars, in areas of mutual interest. The parties further agree to help identify and invite faculty members and speakers from other organizations to participate in conferences, workshops and short-term courses. The terms and conditions for such participation will be worked out by mutual agreement between the invited faculty member(s) and speakers and the organization extending the invitation.

4. Confidentiality

Each of the parties shall maintain confidentiality of and shall not disclose any of the terms of this MOU (including its existence or the fact that the parties are in negotiations) and any other sensitive information related to the other party or its representatives or affiliates ("Confidential Information") except to the extent required by any law, rule or regulation provided that any party so required shall if legally permissible and reasonably practical inform the other party about disclosure. This provision shall not apply where Confidential Information properly enters the public domain or if it is already in the possession of the party receiving the Confidential Information before it is disclosed to it under this MOU by the disclosing party, or if it is independently developed by the receiving party without reference to the Confidential Information of the disclosing party. This clause shall not prohibit the parties from disclosure of Confidential Information to their professional indemnity insurers or advisers, in which event they may do so in confidence only. Further information may be shared by the other Party with its affiliates, associates, agents and member firms on a need to know basis, and may be accessed by other parties who facilitate the administration of the other Party's business or support its infrastructure. The other Party shall remain responsible for



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preserving confidentiality if Confidential Information is shared with such affiliates, associates, agents and member firms or accessed by such other parties. This clause shall survive termination.

4.A Public Announcements

It is understood that all press releases or other public communications of any sort relating to this MOU or the transactions contemplated between the parties, including the method of release of the publication shall be subject to the mutual approval of both parties.

B) Name and Logo

Each party may use the other party's name or logo in marketing materials for proposing the services mentioned in this MOU provided such marketing materials are mutually approved by the parties. It is further provided that ALIMCO's logo can be used by IICA subject to executing 'ALIMCO' logo Usage Agreement. The use of IICA Logo (in the absence of a logo Use Policy) by 'ALIMCO' would be permitted only after the written approval of IICA.

5. Intellectual Property Rights (IPR) of IICA and 'ALIMCO'

In respect of each project and programme of co-operation, the parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same (including without limitation, trademarks and service marks, copyrights, patents, designs and confidential information pertaining thereto). Neither party shall, at any time disclose to any third party any confidential information of the other party which is acquired in the course of activities under this Memorandum, without the prior consent of the other party in writing.

The confidentiality obligations herein will not apply to information in the public domain; information which is independently developed by the receiving party; information required to be released by law; and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.



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6. Non-Binding Nature of MOU and Support and Resources for Activities

Nothing in this Memorandum shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This Memorandum is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration. Also, the MOU does not restrain or preclude IICA for entering into similar MOUs with any other organisation.

- a. This MOU does not obligate either IICA or 'ALIMCO' to provide funds and/or resources from its own or other sources unless agreed to in writing. The organisations may jointly or individually seek funding and other support from third parties for the conduct of the collaborative projects, programmes and/or activities.
- b. Neither party shall accept any liability for accidents, injury or death occurring to participants, faculty members or speakers during the term of this MoU. Nor any liability of debts or damages, including against loss or damage to any personal property, incurred by the Parties during the term of the MoU.

7. Amendments in the MOU

It is hereby agreed by and between both the parties that this MoU may be amended to support textual improvements, updating of nomenclature or any other minor change which does not alter the original intention of the content stated herein. Any changes to this MoU shall be effected in writing and signed by both the parties.

8. Terms of MOU

Progress in realizing the terms and conditions referred to herein will be reviewed periodically as mutually agreed and the memorandum may be amended at any time by mutual consent and in writing. Both parties reserve the right to terminate this memorandum by either party giving three months written notice to the other. The implementation and/or continuance of programmes or projects established pursuant to this memorandum prior to the effective date of termination shall not be affected by the termination of this Memorandum.

9. Programme Coordination



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Each party shall appoint one or more members of its staff to coordinate a joint programme on its behalf. Further, a coordination committee, consisting of:

- (a) Director General and CEO, IICA or his/her nominee,
- (b) Chairman & Managing Director , 'ALIMCO' or his/her nominee,
- (c) Staff from both the Parties, etc.

will periodically review the on-going actions and identify ways to strengthen cooperation between the two organizations.

10. Dispute Resolution

In the event of any dispute or difference between the parties relating to or arising out of this MoU, both parties shall use their best efforts to settle their disputes or differences amicably by mutual discussions, negotiations or conciliation. Failing this the dispute will be referred to an arbitrator to be decided mutually by both the parties. The arbitration proceedings will be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and the venue of arbitration will be Manesar/Kanpur. The decision of the arbitrator will be final and binding on both the parties.

11. Duration and Termination of the MOU

This memorandum shall come into force immediately upon its signature by the parties.

This Memorandum of Understanding will be in force for a period of three years or until either party decides to terminate the MoU whichever is earlier.

This Memorandum of Understanding can be terminated by either of the parties by giving advance notice of three months and without jeopardizing the on-going collaborative undertakings.



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12. Assignment

The MOU shall not be assigned, in whole or in part by either party without obtaining the prior written consent of the other party.

IN WITNESS WHEREOF the Parties to this Memorandum of Understanding have affixed their signature at (Place) on this 17th day of August 2016.

Dr Bhaskar Chatterjee
Director General & CEO
Indian Institute of Corporate Affairs

Sh.D.R.Sarin
Chairman & Managing Director
ALIMCO

Witnessed by:

1. Gestorale

2. M. Subramanian

Witnessed by:

1. K. K. Kulkarni

2. A. K. Singh