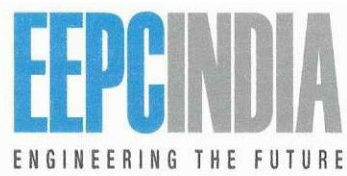




RDCBSM, Ludhiana – 141010 (Pb.)
(Registered under
Registration Act, 1860)



Kolkata – 700016 (WB)

MEMORANDUM OF UNDERSTANDING (MoU)

between

**RESEARCH & DEVELOPMENT CENTRE FOR
BICYCLE & SEWING MACHINE (RDCBSM)**

and

EEPC INDIA

Memorandum of Understanding (MoU) for RDCBSM, Ludhiana and EEPC India

This Memorandum of Understanding is made on this 27th day of September, 2024 between **Research & Development Centre for Bicycle & Sewing Machine (RDCBSM), Ludhiana** registered under the Society Registration Act 1860 vide no. 301 of 1982-83, situated at B-38, 39, Phase-V, Focal Point, Ludhiana – 141010, hereinafter referred to as "RDCBSM" (which term or expression unless excluded by or repugnant to the context, shall include its successors and assigns) of the **ONE PART**.

AND

EEPC India, a company formed and registered as a company under the provisions of Indian Companies Act, 1913 (Presently a Section 8 company under Companies Act, 2013) having its registered office at Vanijiya Bhavan (1st Floor), International Trade Facilitation Centre, 1/1, Wood Street, Kolkata – 700 016, West Bengal (hereinafter referred to as "EEPC" which expression shall, where the context so admits, include its successors-in-interest, representatives, and assigns) of the **OTHER PART**.

The above parties shall be jointly referred to as "Parties" and individually as "Party".

1. Objective:

WHEREAS **EEPC India** and **RDCBSM, Ludhiana** have agreed to work jointly on some identified areas for the benefit of the members of EEPC India in the areas of up-gradation of technology and value chain for the members within each party's terms of reference and in accordance with the laws of the land.

2. Scope of this MoU:

EEPC India and **RDCBSM, Ludhiana** agree to cooperate, to the extent that the laws of the land permit each of them to and also within the terms of reference of each of them, inter alia, in the following areas: -

- i) EEPC India will facilitate dissemination of information to its engineering members with help of experts from RDCBSM, Ludhiana through workshops/seminars/training which may be organized by EEPC India or RDCBSM, Ludhiana singly or jointly in skill development and sharing of information on latest technological development in the areas of Bicycle, Sewing Machine & its components.



- ii) **RDCBSM, Ludhiana** to provide accredited testing, calibration, and inspection services to members of EEPC India, on concessional rate depending upon the volume of work provided. The financial commitment will be separately negotiated and agreed upon depending upon the volume of work.
- iii) **RDCBSM, Ludhiana** to provide consultancy and advisory services to EEPC India members engaged in Bicycle, Sewing Machine & its components for new product and process development and quality improvement through EEPC India Technology Centre.
- iv) **RDCBSM, Ludhiana** to provide training on related subjects to engineering members of EEPC India, on an agreed rates at the time of training, either at RDCBSM's, Ludhiana venue or at a common mutually agreed space or at nearest EEPC India office.
- v) **RDCBSM, Ludhiana** and EEPC India both provide each other free access to the knowledge resource centre of RDCBSM, Ludhiana in form of books, journals, e-journals, etc.
- vi) **RDCBSM, Ludhiana** to participate in the Technology Portal in the website of EEPC India to exhibit the facilities offered by RDCBSM, Ludhiana for the benefit of MSME sector at large.
- vii) **RDCBSM, Ludhiana** can participate at various national and international exhibition organized/arranged by EEPC India to exhibit their activities and benefits, at a concessional rate or as per agreed terms.

3. Mechanism for Implementation

For the purpose of co-ordination, follow-up, administration of the cooperative agreement and implementation of this MoU shall be the responsibility of the General Manager, RDCBSM, Ludhiana or his assignee and Executive Director & Secretary or his assignee, EEPC India respectively.

These representatives may meet as and when necessary to draw plans of action and to review the progress in the implementation of the agreed arrangements as outlined in Clause 1.

If necessary, separate subsidiary agreements may be signed for one or more of the activities mentioned in Article 1 for specific details and terms and conditions. All activities under this MoU shall be subject to availability of resources and approval by the competent authorities of the respective organizations.

4. **Effective Date, Duration and Termination of the MoU:**

This Agreement becomes effective, subject to what is mentioned in **Clause no. 9** of this Agreement, from the day of signing and shall remain operative, subject as above, until either of the two organisation requests its termination in writing to the other person at least three months in advance. Both the parties herein will have the right to propose amendments if and when they consider such amendments are necessary to improve the co-operation between them.

5. **No Liability Clause:**

RDCBSM, Ludhiana and EEPC India agree that there would not be any legal and financial liability due to any lapse on either side due to reasons beyond control and on account of force majeure situation.

6. **Amendments:**

This MOU may only be amended by mutual agreement evidenced in writing by a duly authorized representative from both the organizations.

7. **Intellectual Property Rights:**

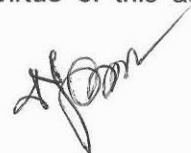
RDCBSM, Ludhiana and EEPC India will have ownership over their respective patent, copyright and / or publications arising out of / to be used for the technology developmental work and such intellectual property rights shall remain with the respective parties even after termination of this agreements.

8. **Confidentiality:**

This MoU shall be private and confidential and the Parties hereto shall not disclose or divulge the contents hereof to any third party.

(except as required under law) without the written permission of the other party.

Neither party shall disclose any information or share any data concerning the affairs of other party which may have come to its knowledge by virtue of this association or



otherwise to any other person/organization /anyone else without the written consent of other party.

9. Non-Exclusivity Clause:

This agreement is in no way exclusive and the signing parties remain free to make similar agreements with other institutions of their choice and also to execute any obligations arising from already concluded agreements.

10. Force Majeure:

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquake, strike, lockouts, epidemics, pandemic, riots, civil commotion etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

11. Enforceability:

The aforementioned protocol and co-operation can only be implemented in a legally binding form on the basis of special agreements and other adopted resolutions, which may be elaborated in future and then also subject to the national laws of the country. 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.

12. Settlement of Disputes:

Any dispute, conflict of interest or problems arising from the application or interpretation of this MoU shall be resolved by mutual discussion and in good faith.

This memorandum of understanding is made in duplicate in English language.



In witness whereof EEPC India and Research & Development Centre for Bicycle & Sewing Machine, Ludhiana cause their representatives to set their hands hereto in Kolkata on the date mentioned above.

Signed for and on behalf Research & Development Centre for Bicycle & Sewing Machine, Ludhiana

Sanjeev Katoch

Research & Development Centre
For Bicycle & Sewing Machines
B-38-39, Focal Point, LUDHIANA-141010.

Dr. Sanjeev Katoch
General Manager

Seal:



Witnesses:

For RDCBSM, Ludhiana.

Amritpal Singh Virdi 27/09/24
1. Mr. Amritpal Singh Virdi, AM

Rajeev Kumar Sharma
2. Mr. Rajeev Kumar Sharma, AM

Signed for and on behalf of EEPC India

EEPC INDIA

D J Basu
D J BASU
Director (Pers & Admn.)

Dhruba Jyoti Basu

Director (Personnel and Administration)

Seal:



For EEPC INDIA.

Gaurav Gupta 27/09/24
1. Mr. Gaurav Gupta, Assist. Director

Shibasish Sen 27/09/24
2. Mr. Shibasish Sen, 3D Design Engineer