

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU) made on November 30, 2023 between **The Bengal Chamber of Commerce and Industry**, Royal Exchange, 6 Netaji Subhas Road, Kolkata 700001, West Bengal (hereinafter referred to as BCC&I) and **Consumer Unity & Trust Society**, D- 217 Bhaskar Marg, Bani Park, Jaipur 302016, Rajasthan (hereinafter referred to as CUTS International),

WHEREAS an agreement, without any financial implications, is being made by the Parties to jointly participate in project bidding/tendering on the following subjects:

- a) Trade and Connectivity, including issues related to the World Trade Organisation (WTO) and India's bilateral/regional/plurilateral free trade agreements and other trade and investment initiatives such as the Indo-Pacific Economic Framework for Prosperity,
- b) Regulations and Competition including investment policy issues, and
- c) Energy and infrastructure-related issues including just energy transition and other areas related to climate change.

THIS MOU WITNESSETH:

1) BCC&I (represented by Subhodip Ghosh, Director General) has discussed with CUTS International (represented by Bipul Chattopadhyay, Executive Director) and the Parties have agreed to undertake certain activities under the purview of the joint work as mentioned in this MoU to be executed as a part of this agreement which are as follows:

- Bidding jointly for Government (Local, State and National levels) and International Donor Organisations,
- Knowledge partner for specific programmes so as to produce specific and mutually agreed knowledge products,
- Producing joint publications/opinion articles/other write-ups, including digital stories, and

Any other activity/work as deemed fit based on mutual agreement between the Parties, and All the above are based on mutual agreement on case-to-case basis and can include but not limited to financial partnership.

2) BCC&I and CUTS International are ready and willing to accept to undertake specific activities while doing the documentation for addressing specific bids/tenders as mutually agreed and as per this MoU.

3) BCC&I and CUTS International shall designate one Nodal Person each to coordinate the activities as per this MoU and shall inform each other the name, designation and contact details of the respective Nodal Person.

4) This MoU will commence with effect from the date of its signing by the Parties and will remain valid until both parties agree to end this MoU.

5) Any claim or dispute arising out of or in connection with this MoU or any breach thereof, if not settled by direct negotiation, shall be settled by arbitration in accordance with The Arbitration & Conciliation Act, 1996 with all amendments thereto at the time of such disputes. In case of such an event, the place for



arbitration will be mutually decided by the Parties. As far as possible the Parties hereto agree to submit their claims or disputes to a sole arbitrator to be agreed upon by them. The Parties hereto agree to be bound by any arbitration award rendered in accordance with this clause as final adjudication of any dispute.

6) Nothing in relation to this MoU shall be deemed as a waiver of any of the privileges and immunities of BCC&I and CUTS International.

IN WITNESS WHEREOF, the authorised representatives of the Parties hereto have executed this MoU.

Subhodip Ghosh

Subhodip Ghosh
Director General
BCC&I



Subhodip Ghosh

01/12/2023

Date/Month/Year

Witness

01/12/2023

Date/Month/Year

Bipul Chattopadhyay

Bipul Chattopadhyay
Executive Director
CUTS International



04/12/2023

Date/Month/Year

Arunabha

Witness

01/12/2023

Date/Month/Year

Arunabha
Associate Director