

Government of Uttar Pradesh

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Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Agreement
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First Party	: INDIAN INDUSTRIES ASSOCIATION
Second Party	: PROJECT CONCERN INTERNATIONAL INDIA
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered into on this 30th day of June 2026, by and between:

1. Project Concern International, India, a society duly registered under the Societies Registration Act, 1860, having its registered office at F-87, Okhla Industrial Area, Phase -III, New Delhi-110020, acting through its duly authorized signatory (hereinafter referred to as "PCI India").
2. Indian Industries Association (IIA), a Non- Governmental Organization registered under the provisions of Societies Registration Act 1860, under the laws of [India], having its registered office at IIA Bhawan, Vibhuti Khand -Phase II, Gomti Nagar, Lucknow (hereinafter referred to as "IIA").

PCI India, and IIA are individually referred to as a "Party" and collectively as the "Parties".

WHEREAS PCI India is a not-for-profit organization working across India to develop and strengthen ecosystems through sustainable development initiatives focused on improving the

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quality-of-life for people and planet, in close collaboration with the government, corporates, industries, philanthropies and communities.

WHEREAS IIA is an apex representative body of Micro, Small and Medium Enterprises (MSME) whose motto is to create an enabling environment for the development of MSMEs in today's ever changing and extremely competitive industrial scenario.

NOW, THEREFORE, the Parties recognize the importance of improving energy efficiency, productivity, and sustainability of MSMEs to drive economic growth, competitiveness, and environmental outcomes.

1. Background:

PCI India has been actively working with MSME clusters to improve energy efficiency and reduce greenhouse gas (GHG) emissions, with a specific focus on the leather and plastic industries in the Kanpur cluster. Through this engagement, PCI India has developed valuable insights and practical approaches to enhancing operational efficiency, lowering energy costs, and supporting environmentally sustainable practices among MSMEs. Building on these learnings, PCI India proposes to collaborate with the Indian Industries Association (IIA) to scale and replicate these approaches across other MSME sectors, including paper, textile, plastic, and food processing industries.

This collaboration will focus on assessing and identifying energy-efficient technologies and practices, developing sector-specific implementation frameworks, and supporting MSMEs in adopting cleaner and more efficient solutions. The partnership also aims to enable industries to strengthen their alignment with Environmental, Social, and Governance (ESG) principles, while improving productivity, competitiveness, and sustainability outcomes.

2. PURPOSE

The purpose of this MoU is to establish a collaborative framework between PCI India and the Indian Industries Association (IIA) to enhance energy efficiency, reduce greenhouse gas (GHG) emissions, and improve sustainability and competitiveness of MSMEs across sectors including leather, paper, textile, plastic, and food processing.

The partnership aims to scale learnings from existing MSME interventions, jointly identify and promote energy-efficient and cleaner technologies, and support MSMEs in adopting sustainable practices and aligning with ESG principles.

Through this collaboration, the Parties seek to enable a structured approach for technology adoption, capacity building, and ecosystem engagement, thereby facilitating the transition of MSMEs towards low-carbon, resource-efficient, and resilient business models.

3. SCOPE OF COLLABORATION

The Parties agree to collaborate on the following non-financial areas:

- **Capacity Building & Awareness:** Conduct joint workshops, trainings, and awareness programs for MSMEs on energy efficiency, clean energy adoption, and sustainable production practices.

- **Technical Knowledge & Advisory:** Share best practices, case studies, and technical insights to improve operational efficiency and reduce energy costs by conducting studies across MSME clusters as decided mutually by the parties
- **Ecosystem Engagement:** Facilitate linkages with relevant stakeholders including technology providers, financial institutions, and government bodies.
- **Policy & Knowledge Development:** Collaborate on studies, knowledge products, and policy inputs to promote MSME competitiveness and sustainability.

4. ROLES AND RESPONSIBILITIES

PCI India

- Provide technical expertise on energy efficiency, clean energy solutions, and GHG emission reduction across MSME sectors including leather, paper, textile, plastic, and food processing.
- Lead the assessment and identification of energy-efficient technologies and best practices suitable for different industry clusters.
- Develop sector-specific implementation frameworks, toolkits, and technical guidelines to support MSMEs in adopting improved technologies and practices.
- Support the design and facilitation of capacity-building initiatives, including trainings, workshops, and knowledge sessions for MSMEs and other stakeholders.
- Contribute to knowledge generation, documentation, and dissemination (e.g., case studies, reports, policy inputs), and provide advisory support for ESG alignment and sustainability practices.

IIA

- Mobilize MSMEs across targeted sectors and clusters, and facilitate their participation in assessments, trainings, and pilot initiatives.
- Provide access to its member network and support identification and selection of MSMEs for pilot demonstrations and interventions.
- Facilitate coordination with industry stakeholders, cluster associations, and relevant government bodies to enable smooth implementation.
- Support dissemination of knowledge, best practices, and learnings across its network to promote wider adoption.
- Enable industry feedback, ground-level insights, and continuous engagement to refine approaches and ensure relevance and scalability of interventions.

Each Party shall perform its respective roles and responsibilities as set forth above, in accordance with applicable laws, organizational policies, and this MoU. Nothing in this clause shall be construed as creating any employment, agency, or joint venture relationship among the Parties.

5. FINANCIAL ARRANGEMENTS

This MoU is non-financial in nature. It does not create any legal or financial obligations on either Party. Any specific activities requiring financial commitments will be governed by separate agreements.

6. INTELLECTUAL PROPERTY RIGHTS

- Curriculum, training materials, or tools developed jointly shall be treated as co-owned IP unless otherwise agreed in writing.
- Neither party shall use the other's intellectual property beyond the scope of this MoU without prior written consent.
- Any pre-existing materials owned by either Party shall remain the exclusive property of that Party.

7. CONFIDENTIALITY

Both Parties shall maintain confidentiality of proprietary or sensitive information shared during collaboration. Such confidentiality obligations will survive the termination of this MoU

8. DURATION, VALIDITY, AND EXTENSION

This MoU shall be valid for a period of three (3) years from the date of execution, unless earlier terminated in accordance with the Termination Clause.

The MoU may be extended for such further period(s) as may be mutually agreed in writing by all Parties, subject to review and written consent prior to the expiry of the initial term.

9. TERMINATION

- This MoU may be terminated at any time by mutual written consent of all the Parties.
- Any Party may withdraw from this MoU by giving not less than thirty (30) days' prior written notice to the other two Parties, setting forth the reasons for such withdrawal.
- The MoU may also be terminated forthwith by a Party in the event of material breach of its terms by any other Party, subject to the defaulting Party failing to cure such breach within thirty (30) days of receiving written notice thereof from any of the non-breaching Parties.
- Upon termination or expiry of this MoU:
 - All Parties shall promptly return or destroy confidential information or property belonging to the others, subject to statutory record-keeping.
 - All ongoing non-financial activities may, by mutual agreement, be wound down or completed on a transitional basis, with no obligations for renewal or continuation.
- Termination of this MoU shall not affect rights, liabilities, or obligations accrued prior to the effective date of termination.

10. RESOLUTION OF DISPUTES

Any dispute, difference or question arising out of or relating to the interpretation, performance, or breach of this MoU shall be resolved in the following manner:

- Amicable Settlement: The Parties shall first attempt to resolve such dispute through good-faith negotiations and discussions, within thirty (30) days of notification.

- Escalation: If the matter remains unresolved, it shall be referred to the senior management or designated authorized officers of the respective Parties for further discussions.
- Arbitration: If the dispute remains unresolved after sixty (60) days, the matter may be referred to a sole arbitrator mutually appointed by the Parties, under and in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi, and the proceedings shall be conducted in English.
- The governing law for this MoU shall be the laws of India, and the courts of Delhi shall have exclusive jurisdiction over disputes not resolved by arbitration.

11. MISCELLANEOUS

- Amendment: This MoU may only be amended or modified by a written instrument duly signed by authorized signatories of all Parties.
- Entire Understanding: This MoU constitutes the entire understanding among the Parties with respect to its subject matter, superseding all previous communications and agreements (oral or written) related thereto.
- Severability: If any provision of this MoU is found to be invalid or unenforceable, the remainder shall continue in full force and effect.
- Non-Assignment: No Party shall assign or transfer its rights or obligations under this MoU, in whole or in part, without the prior written consent of the other Parties.
- No Agency: Nothing in this MoU shall be construed to create any association, partnership, employment, or agency relationship among the Parties.

SIGNATORIES

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this MoU as of the date and year first above written.

For PCI India

Name: Indrajit Chaudhuri
 Designation: CEO & Country Director
 Date: 23 June 2026
 Signature:
 (Official Stamp/Seal)

For IIA

Name: _____
 Designation: _____
 Date: _____
 Signature: _____
 (Official Stamp/Seal)