

**MEMORANDUM OF UNDERSTANDING**  
**CONCERNING PRINCIPLES OF CO-OPERATION BETWEEN**  
**THE EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**  
**AND**  
**CONFEDERATION OF INDIAN INDUSTRY**

**This Memorandum of Understanding** (the “MOU”) is made between the European Bank for Reconstruction and Development (the “EBRD” or the “Bank”) and the Confederation of Indian Industry (the “CII”), jointly referred to herein after as the “Parties”, each a “Party”;

**WHEREAS**

- The EBRD, a multilateral financial institution, was established pursuant to the Agreement Establishing the EBRD signed in Paris on 29 May 1990 (the “AEB”). The AEB entered into force on 28 March 1991 and the Bank commenced operations in 1991. EBRD’s purpose is to foster the transition towards open market-oriented economies and to promote private and entrepreneurial initiative in the countries of Central and Eastern Europe and in Mongolia, committed to applying the principles of multiparty democracy, pluralism and market economics.
- In 2011 the EBRD Board of Governors approved an interpretation and amendments to the AEB with the aim of expanding the operations and activities of the EBRD to the countries of the Southern and Eastern Mediterranean (the “SEMED”) region.
- Through its investments, the EBRD promotes private sector activity, the strengthening of financial institutions and legal systems, the development of the infrastructure needed to support the private sector, and environmentally sound and sustainable development. The Bank applies sound banking and investment principles in all of its operations.
- In fulfilling its role as a catalyst of change, the Bank encourages co-financing and foreign direct investment from the private and public sectors, helps to mobilize domestic capital, and provides technical co-operation in relevant areas.
- The Confederation of Indian Industry (the “CII”) is a non-government, not-for-profit, industry led and industry managed organisation, playing a proactive role in India’s development process. Founded in 1895, it is India’s premier business association, with a direct membership of over 7200 organisations from the private as well as public sectors, including SMEs and MNCs, and an indirect membership of over 100,000 enterprises from around 242 national and regional sectoral industry bodies.
- A facilitator, CII catalyses change by working closely with government on policy issues, enhancing efficiency, competitiveness and expanding business opportunities for industry through a range of specialised services and global linkages. It also provides a platform

for sectoral consensus building and networking. Major emphasis is laid on projecting a positive image of business, assisting industry to identify and execute corporate citizenship programmes.

- With 64 offices, including 9 Centres of Excellence, in India, and 7 overseas offices in Australia, China, Egypt, France, Singapore, UK, and USA as well as institutional partnerships with 312 counterpart organisations in 106 countries, CII serves as a reference point for Indian industry and the international business community.
- The Parties consider that there is high potential for synergies from co-operation between them in a number of areas, as:
  - EBRD looks for opportunities for lending to and co-investing in suitable projects in the EBRD's countries of operations and potential recipient countries to promote free market economy and private enterprise, to support privatisation, restructuring and better municipal services; to facilitate trade; to provide, through local banks, financing for small and medium-sized companies, and
  - CII, given its extensive network of members and possessing comprehensive knowledge regarding Indian investments and projects in the EBRD's countries of operations, seeks to identify and explore business opportunities for its members in the EBRD's Countries of Operations and, where appropriate, will be looking to involve EBRD experience and expertise to that end.

NOW, THEREFORE the EBRD and CII will seek to cooperate in their activities in the EBRD's countries of operations and potential recipient countries, particularly in search of private and public co-financing opportunities, in the manner and under the terms as set out herein below in this MOU,.

## **1. CII Activities**

1.1 CII will seek to:

- (a) Promote EBRD products and services to its members through general marketing actions as follows: (1) providing information on EBRD products and services in investment promotion seminars where appropriate; (2) subject to written approval from EBRD prior to publishing or reproducing any information in relation to EBRD, its products and services, referring to information on EBRD's products and services on the CII website at <http://www.cii.in>. CII acknowledges that EBRD's logo is a registered, proprietary service mark and as such may not be reproduced without the express written consent of EBRD.
- (b) Examine if and how products and services of the EBRD can be applied in investment projects supported by CII members. CII will determine whether an opportunity may be of interest to EBRD, inform EBRD about concrete opportunities, and in the case of interest agree on follow-up actions. These *ad hoc* potential opportunities will be reviewed and considered on a case by case basis.

- (c) Where appropriate, support the organisation of meetings between the EBRD and potential clients or partners.
- (d) Organise events jointly with the EBRD for promoting its services to the Indian industry.

1.2 CII will appoint a liaison officer to act as a contact person for the purposes of this MOU.

## **2. EBRD Activities**

2.1 The EBRD will seek to:

(a) Inform CII regularly about the development of new EBRD products and services, and administrative matters that may be relevant to the work of the CII. This information will be provided through:

- Regular updates to the EBRD website at <http://www.ebrd.com>;
- Keeping CII in the mailing list for publicly available information, such as Annual Reports, new brochures and other widely distributed publications;
- Inviting CII to the Annual Meeting of EBRD, it being understood, however, that the cost of its participation shall be covered by CII;
- Informing CII of EBRD activities and meetings taking place in India.

2.2 EBRD will appoint a contact person for the purposes of this Memorandum of Understanding.

## **3. Contact Person for each Party**

Any notice or other communication to be given or made under this Memorandum of Understanding will be addressed and sent to the following contact points or at such other address as either Party designates by notice to the other Party:

### **For Confederation of Indian Industry:**

Address: The Mantosh Sondhi Centre, 23, Institutional Area, Lodi Road,  
New Delhi – 110 003, India  
Attention of: Anuradha Kapoor Salwan, Director – Financial Sector  
Fax: +91 11 2461 5693

### **For the EBRD:**

Address: One Exchange Square, London EC2A 2JN, United Kingdom  
Attention of: Olena Koval, Head of Business Development  
Fax: +44 20 7338 7848

#### **4. Other Activities**

4.1 Where feasible, the Parties will jointly organise and participate in bi-annual events/seminars/market development meetings in order to explore opportunities for CII members to work with EBRD. The terms of cooperation between the Parties for such joint activities will be agreed between the Parties in written agreements to be concluded between them for each such joint activity.

4.2 The general principle will be that each of the Parties covers its own costs. However, if there are some major activities for which one Party has agreed to transfer funds to the other, the Parties will discuss these activities in advance and the financial terms will be specified in the agreement concluded between the Parties with respect to such activity.

4.3 The Parties may co-operate in such other activities as may be mutually agreed from time to time in writing.

#### **5. Final Provisions**

5.1 This MOU reflects the views and intentions of the Parties to co-operate on a non-exclusive basis, expressed in good faith but without the creation of any legal obligation or the incurrance of any liability on the part of any of them, nor shall any third party obtain any legal benefit from this MOU.

5.2 In the event that opportunities are identified, specific arrangements for any such activity or project would need to be agreed upon between the Parties. Each of the Parties will incur its own expenditures arising as the result of the implementation of this MOU unless otherwise specified in relevant separate agreements concluded between the Parties.

5.3 Nothing in this MOU will limit the right of, or prevent the Parties from entering into memoranda or arrangements with other parties with respect to any activity, project or area of co-operation covered by this MOU.

5.4 Any dispute arising out of, or in connection with this MOU will be settled amicably through consultations between the Parties.

5.5 This MOU will become effective on the date it is signed by the last of the two Parties and will remain in effect until either Party notifies the other Party in writing of its intention to terminate this Memorandum. In such case, this Memorandum will terminate fifteen (15) days after receipt of such notice by the corresponding Party.

5.6 This Memorandum of Understanding may be amended by mutual written consent of the Parties.

IN WITNESS WHEREOF, the EBRD and CII, each acting through their duly authorised representatives, have signed this Memorandum of Understanding in two original counterparts as of this 06<sup>th</sup> day of April, 2015.

**THE EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT**

SIGNED: \_\_\_\_\_  
BY: Philip Bennett  
TITLE: First Vice President

**CONFEDERATION OF INDIAN INDUSTRY**

SIGNED: \_\_\_\_\_  
BY: Chandrajit Banerjee  
TITLE: Director General