

## MEMORANDUM OF UNDERSTANDING

By and Between

**THE MINORITY BUSINESS DEVELOPMENT AGENCY**

**U.S. DEPARTMENT OF COMMERCE**

And

**U.S. INDIA SME COUNCIL**

**Non-profit 501 (C) (6)**

This Memorandum of Understanding (MOU) is entered into by and between the **Minority Business Development Agency (MBDA)**, a bureau of the U.S. Department of Commerce, with its principal place of business at 1401 Constitution Avenue, N.W., Room 5053, Washington, D.C. 20230 and **U.S. India SME Council (USIC) with its principal place of business** at 4824 Lincoln Avenue, Beltsville, Maryland 20705. MBDA and USIC are individually referred to herein as a "Party" and are collectively referred to herein as the "Parties."

### RECITALS

WHEREAS, MBDA is the Federal agency authorized by Executive Order 11625, as amended, and its mission is to foster the growth and global competitiveness of the Nation's minority business enterprises (MBEs). In carrying out its mission, MBDA administers a variety of programs providing technical assistance to and promoting business development opportunities for MBEs. Pursuant to Executive Order 11625 and 15 C.F.R. part 1400, MBDA clients include business concerns owned or controlled by members of one or more of the following groups: African Americans; Native Americans and Alaskan Natives (including Alaska Natives, Alaska Native Corporations and tribal entities); Hispanic Americans; Asian Indian s and Pacific Islanders; Asian Indians; and Hasidic Jewish Americans.

WHEREAS, MBDA provides grants to a nationwide network public and private sector organizations. Investments made by MBDA provide MBEs with a diverse range of business services including, but not limited to, assistance in formulating and implementing strategic growth plans, federal and non-federal procurement matching, private equity and venture capital sourcing, bonding assistance and loan packaging, strategic partnering assistance (e.g., joint ventures, teaming arrangements), and market promotion of MBEs to prime contractors and other buyers. MBDA also coordinates and leverages the expertise and resources of a nationwide network of public and private sector to impact supplier diversity programs, entrepreneurial and economic policies, capital investment strategies, and business research.

WHEREAS, USIC is a Maryland based, 501(c)(6) organization that gives a voice to the business interests of Asian Indians. USIC's mission is to serve as a strong advocate of Asian Indian business interests, to support and advance the economic goals and aspirations of Asian Indian business owners, entrepreneurs and corporate leaders. USIC strives to do this through promoting issues that impact the Asian Indian business community, improving the economic development

and economic impact of the Asian Indian community, enhancing community building, and fostering the next generation of Asian Indian entrepreneurs and CEOs.

WHEREAS, MBDA and U.S. India SME Council share an interest in promoting projects that increase the economic opportunities Asian Indian-owned business through increased access to Federal contracting opportunities and increased awareness of trade and investment opportunities domestically and abroad in India. This effort is designed to increase to develop and foster mutual understanding and a working relationship between the USIC and MBDA in order to strengthen and expands development.

NOW THEREFORE, the Parties have reached this understanding, as described below.

## **I. Scope of Activities and Responsibilities**

A. As appropriate, each Party agrees to exercise their best efforts to:

1. Increase the awareness of the Asian Indian community for business opportunities in trade, exporting and contracting opportunities through programs which could include trainings and webinars.
2. Participate in topic or sector specific roundtables on the issues and problems that are unique to Asian Indian community for the purpose of working towards finding a solution.
3. Participate in the programs and events provided by the other Party and announce them, as appropriate, using all forms of communication, including websites, social media and email.
4. Use commercially reasonable efforts to build public awareness of the relationship between the Parties throughout the term of this MOU.

B. As appropriate, MBDA agrees to exercise its best efforts to:

1. Identify Asian Indian -owned businesses referred to MBDA Business Centers in the Customer Relationship Management (CRM) systems for the businesses to become MBDA network clients.
2. Provide information and technical assistance to Asian Indian-owned firms referred by USIC through the MBDA Business Center and Specialty Center network.

C. As appropriate, USIC agrees to exercise its best efforts to:

1. Establish a process to refer Asian Indian-owned businesses to MBDA's Business and Specialty Centers for technical assistance.
2. Disseminate information about MBDA programs, services, and events through all forms of communication, including websites, social media and email.

## **II. Costs and Expenses**

Each party agrees to be responsible for its own expenses incurred in implementing this agreement, including travel and accommodations unless otherwise agreed in writing by the parties. The parties will negotiate payment of any costs associated with carrying out any other

activities of the Strategic Partnership in a separate agreement. Nothing in this Agreement is intended to obligate the funds of either party. Further, the responsibilities of both parties under this MOU are subject to the availability of funds and the discretion of each party.

### **III. Administration of MOU**

Should a disagreement arise on the interpretation of the provisions of this MOU, including amendments and/or revisions thereto, the individuals listed under the next subsection will resolve all such matters.

#### **U.S. India SME Council:**

Name: Elisha B. Pulivarti

Title: Chief Executive Officer/President

Address: 4824 Lincoln Ave, Beltsville,  
Maryland 20705

Tel: (240) 432-9612

e-mail: epulivarti@usindiasmecouncil.org

#### **Minority Business Development Agency:**

Name: Gabriela Morales-Richards

Title: Sr. Business Development Specialist

Address: HQ – 1401 Constitution Ave.  
NW, Washington, DC 20230

Tel: (202) 482-7852

e-mail: Gmorales@mbda.gov

### **IV. Term of MOU and Modification**

This MOU shall be effective upon signature by both parties and shall continue in effect for a term of three (3) years unless either party terminates its participation in this MOU upon 30 days advance written notice to the other party. This MOU may be amended at any time by mutual written agreement of the parties' authorized representatives.

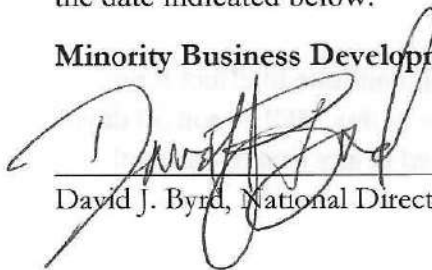
### **V. Other Terms**

- A. The Parties acknowledge that this MOU is only a statement of general interests and intent and sets forth no legally binding duties or obligations, financial or otherwise, with respect to either Party.
- B. All activities contemplated under this MOU are subject to the availability of funds and personnel, the requirements of the parties' respective programs and policies, as well as to the laws and regulations of the United States.
- C. Neither MBDA, USIC, nor their officers, agents, nor employees shall be considered agents of the other Party, and the Parties shall at all times remain fully independent entities. Neither party is authorized to make any representation or commitment on the other party's behalf.
- D. Notwithstanding any other provision of this MOU, any sharing of information contemplated hereunder will be subject to such confidentiality obligations or statutory, regulatory or policy restrictions, including the Freedom of Information Act and the Privacy Act (5 U.S.C. section 552), as either party may be under at any given time.
- E. Use of logos and hyperlinks to promote each organization's services on Internet websites must be in accordance with the policies of each party and must be approved by each party, as appropriate.

- F. The MBDA emblem, Department of Commerce seal, or MBDA Business Center logos may be used only upon prior approval by the MBDA National Director with Concurrence from the Department Office of the General Counsel.
- G. This MOU is not exclusive and does not prohibit either Party from entering into other agreements or similar partnerships with other persons or organizations to fulfill the same or similar objectives.
- H. Any provision of this MOU that conflicts with U.S. Federal law is null and void. As appropriate, this MOU will continue in effect without that provision and all other provisions will remain intact.
- I. **Restriction on Lobbying:** USIC shall not use the existence of this agreement or MBDA's participation in activities described in this agreement in any matter designed to influence members of Congress, or any Federal, state, or local government official to favor or oppose any legislation, law or appropriation; or to advocate on behalf of the organization before the United States Government or a foreign government.

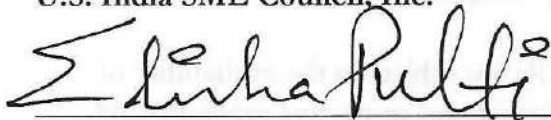
IN WITNESS WHEREOF, the Parties' authorized representatives have executed this MOU as of the date indicated below.

**Minority Business Development Agency:**

  
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David J. Byrd, National Director

9/4/20  
\_\_\_\_\_  
Date

**U.S. India SME Council, Inc:**

  
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Elisha Pulivarti, President & CEO

Sept 4, 2020  
\_\_\_\_\_  
Date