

Memorandum of Understanding
between
Tamil Nadu Industrial Guidance & Export Promotion Bureau,
Industries Department, Government of Tamil Nadu, India
and
(U.S. India SME Council, Inc)

This Memorandum of Understanding (hereinafter referred to as the "MOU") is signed on this 3 day, September, 2019 between Tamil Nadu Industrial Guidance & Export Promotion Bureau (hereinafter referred to as "GUIDANCE BUREAU"), having its principal office at 19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai-600 008, India and U.S.India SME Council, Inc having office at 8825 Stanford Blvd, Suite 205, Columbia, Maryland 21045, United States of America.

Each shall be referred to in this MOU individually as "Party" or collectively as "Parties".

Guidance Bureau and U.S. India SME Council, Inc believe that cooperation with between the two entities will further accelerate their efforts to promote further economic expansion in India and more particularly in Tamil Nadu.

GUIDANCE BUREAU and USISME Council, Inc hereby agree to cooperate and to exchange information, based on the current amicable relationship existing between both Parties to encourage new investments into Tamil Nadu and to provide the necessary support for the industries in Tamil Nadu to invest and to do their business in the USA .

1. It is hereby agreed as follows:

- (a) GUIDANCE BUREAU and USISME Council will endeavor to leverage on each other's strengths in order to reach out to potential US companies which are interested in business opportunities in Tamil Nadu.
- (b) GUIDANCE BUREAU and USISME Council will endeavor to cooperate with each other to organize dialogue sessions with US companies, including small and medium-sized enterprises (SMEs), both in Tamil Nadu and USA.
- (c) GUIDANCE BUREAU, through the proposed USA Desk, shall provide assistance and support to the member companies of USISME Council, which are investing in Tamil Nadu by assisting them in the implementation of their projects in Tamil Nadu.
- (d) GUIDANCE BUREAU shall support and facilitate U.S. India SME Council, Inc in coordinating with various Departments of the Government of Tamil Nadu to fulfill their information requirements and clarifications which are in public domain and not classified as

confidential according to respective departments of Government of Tamil Nadu.

- (e) GUIDANCE BUREAU and U.S. India SME Council, Inc will endeavor to cooperate with each other in cultural and academic exchange between Tamil Nadu and USA.
- (f) Guidance Bureau and USISME Council endeavors to cooperate in conducting the CEO forums, business meetings and investment promotion roadshows for attracting new investments into Tamil Nadu.

2. The above-mentioned cooperative efforts may be by way of;

- (a) Direct exchange of information between the two parties.
- (b) Organizing seminars / networking and information dialogue sessions / workshops in Tamil Nadu and USA for attracting new investments.
- (c) Facilitation and support for direct investment projects undertaken or to be undertaken in Tamil Nadu by the member Companies of USISME Council.
- (d) Providing beneficial information mutually with regard to prospective investors, news and trends of the foreign investment by US Companies and their views toward the Indian market.
- (e) Organizing study sessions / seminars / any other opportunities for exchanging any other knowledge pertaining to decisions on investment.
- (f) Any other way found suitable and conducive to both the Parties for achieving the objective of this MOU.

3. Such cooperative efforts will be targeted at both existing and new industries, including projects across other sectors.
4. None of the Parties or their employees shall disclose directly or indirectly or provide to any other person (other than its officers, directors, employees, agents, advisers and attorneys who need to know the Confidential Information for the purpose of the cooperation) any and all information proprietary to the other party or their employees and its group companies obtained through the cooperation and shall not use Confidential Information of any nature pertaining to either Party for any purpose other than cooperation.
5. The above Clause shall not apply to any information which:
 - (a) is at the time of disclosure or provision or becomes thereafter in the public domain, otherwise than by reason of a breach of the above Clause 4;
 - (b) was already in the possession of the receiving Party prior to its disclosure or provision by the disclosing Party free from any restrictions as to its use, disclosure or provision;
 - (c) is independently developed by the receiving Party without violating any of the obligations of the Party providing the information under this MOU;
 - (d) was or becomes available to the receiving Party on a non-confidential basis from a source, or third parties or their employees, other than the disclosing Party; provided, however,

that the source was not known by the receiving Party to be prohibited from disclosing or providing such information by any legal, contractual or fiduciary obligation while making such disclosure; or

(e) is required to be disclosed or provided by law in force or pursuant to any requirement of any governmental, official or regulatory body or any relevant stock exchange.

6. This MOU is ***non-exclusive and is not legally binding*** on the Parties but expresses the spirit of cooperation and the best intentions of the Parties to achieve the purposes stated herein.
7. Each Party will bear its own costs in carrying out the purposes stated herein. In case that costs to collect information is substantial, the Parties should discuss each other beforehand.
8. This MOU shall become effective on the date of execution thereof and shall continue to be effective for two years. After this period, it will be automatically renewed annually and shall remain in force unless it is terminated by either Party upon three months prior written notice from one Party to the other Party.
9. If any dispute arises with regard to this MOU or any matters not mentioned herein, GUIDANCE BUREAU and USISME Council shall discuss and amicably settle such matters in good faith.

In witness whereof, GUIDANCE BUREAU and USISME Council shall execute two originals of this MOU and each Party shall keep one original.

<p>For and on behalf of U.S. India SME Council, Inc</p> <hr/> <p><u>Mr. Elisha B. Pulivarti</u> President &CEO U.S. India SME Council, Inc</p>	<p>For and on behalf of Tamil Nadu Industrial Guidance & Export Promotion Bureau</p> <p>Mr XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX</p>
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