MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ‘MOU’ (hereinafter referred to as ‘MoU’) signed on the 22nd day of February 2019 at Office of Development Commissioner (MSME), Nirman Bhavan, New Delhi.

BY & BETWEEN

Tribal Cooperative Marketing Development Federation of India Limited (TRIFED) having its Headquarter at 2nd Floor, NCUI Building, 3, Siri Institutional Area, August Kranti Marg, New Delhi -110 016 (hereinafter referred to as TRIFED) through its Managing Director of the one part.

AND

Office of The Development Commissioner (MSME), Ministry of Micro, Small and Medium Enterprises (MSME), Government of India, “A” Wing, 7th Floor, Nirman Bhawan, New Delhi [hereinafter referred to as DC(MSME)] of the other part.

Collectively referred to as ‘Parties’.

PREMABLE

Whereas TRIFED was established in 1987 as a national level Co-operative Federation registered under Multi State Cooperative Societies Act, 1984 and is under the administrative control of Ministry of Tribal Affairs, Government of India. It is mandated with marketing and development of tribal products with ultimate objective of socio economic development of tribal communities in India.

Whereas TRIFED aims to improve the livelihoods of the tribal communities by creating a sustainable market and new business opportunities for them based on their culture, knowledge and traditional skills whilst ensuring fair and equitable remuneration. In pursuance of its objectives, TRIFED has been undertaking marketing development of tribal products through its Retail Marketing Activity and Skill upgradation trainings of tribals under the scheme of “Institutional Support for Development & Marketing of tribal products/produce” of the Ministry of Tribal Affairs, Government of India.

TRIFED desires to undertake/continue/expand its aforesaid activities through its Regional Offices located across country in collaboration with Development Commissioner (MSME), Ministry of Micro, Small and Medium Enterprises (MSME), Government of India.

Whereas DC(MSME), Ministry of MSME, Government of India, is working for promotion and sustainable development of micro, small and medium enterprises through implementation of various schemes.

Whereas there is ample scope for collaboration and co-operation between DC(MSME) organization and TRIFED to undertake economic support programmes relevant to the aspirations of tribal artisans and enterprises in the tribal areas.
Whereas both the parties recognize the expertise of each other and stand to benefit through collaborative efforts by implementing programs for tribal artisans and tribal entrepreneurs in the areas of facilitation and credit flow, improving competitiveness, skill and entrepreneurship development, promotion of market access.

The broad terms and conditions of the MOU are as here under:

Para-I. JOINT COORDINATION COMMITTEE (JCC)

The parties agree that there will be a Joint Coordination Committee (hereinafter referred to as JCC) constituted of representatives from TRIFED and DC(MSME), Ministry of Micro, Small and Medium Enterprises, Govt of India. The terms of reference of this Committee would be to plan, monitor and oversee the entire activities of this MoU in accordance with the schemes of MSME for promotion and development of tribal handicraft and MFP sectors. The JCC will meet at least once in a quarter and periodically monitor and review the progress. The Office of DC(MSME) and TRIFED will nominate Nodal Officers for managing and implementing the decisions of JCC and the objective of this MoU.

Para-II. SHARED UNDERSTANDING

Both the parties hereby agree to collaborate, work together and undertake activities identified by the JCC and approved by respective Competent Authorities from time to time.

Para-III. VALIDITY

The MoU shall remain valid from the date of signing till revoked by either of the parties in writing.

Para-IV. DISPUTE SETTLEMENT & JURISDICTION

That all disputes and differences arising between the parties shall be mutually settled

Para-V. TERMINATION

This MoU can be terminated by either of the parties on a six months notice from either side. However, if the MoU is terminated for whatsoever reason, the responsibility of each party shall continue to exist till the completion of the programmes already undertaken / sanctioned.

Para-VI. MATTERS NOT PROVIDED IN THE MOU

If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, the parties to this MoU shall consult each other for each instance and resolve such doubts in good faith.
Para-VII. AMENDMENT

All alterations or amendments to this MoU shall be discussed and mutually agreed upon in writing. No amendment / change shall be effective or binding on the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

Para-VIII. NOTICES

All notices, requests or other communication hereunder shall be sent in writing and addressed to the parties as follows:

TRIFED
TRIFED 2nd Floor, NCUI Building, 3, Siri Institutional Area, August Kranti Marg, New Delhi -110 016.

DC-MSME
Office of Development Commissioner (MSME), Ministry of Micro, Small and Medium Enterprises (MSME), Govt. of India, A Wing, 7th Floor, Nirman Bhawan, New Delhi

Para-IX. FORCE MAJEURE

Neither TRIFED nor DC(MSME) shall be liable to each other for failing or delay in the performance of any of its obligations under this agreement to the extent such failure or delay is caused by riots, civil commotions, war, hostilities between nations, government laws, orders or regulations, embargos, actions by the Government or any agency thereof, acts of God, storms, fires, accidents, strikes, sabotages, explosions or other similar or different contingencies beyond the reasonable control of the respective parties.

IN WITNESS WHEREOF, the parties hereto affixed their signatures this the day and year first above written.

For and on behalf of DC(MSME)

For and on behalf of Tribal Cooperative Marketing Development Federation of India Limited

Joint Development Commissioner (MSME)

Dy. General Manager, TRIFED