

# MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



**V.V. Giri National Labour Institute  
NOIDA, Uttar Pradesh**

(An Autonomous Body of the Ministry of Labour and Employment, Govt. of India)

AND



**The Associated Chambers of Commerce and Industry of India  
ASSOCHAM, New Delhi**

**March 17, 2023**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is executed on the 17<sup>th</sup> March, 2023

**By and between:**

**V.V. Giri National Labour Institute (VVGNI) Noida, Uttar Pradesh** – an autonomous body of the Ministry of Labour and Employment, Government of India, set up in July 1974, is a premier Institute of Labour Research, Training and Education. Since its inception, the Institute has endeavoured through research, training and publications to reach all those who are concerned with various aspects of labour, both in the organised and unorganised sectors. The focus of such endeavours has been the exchange of academic inputs and understanding related to all the aspects of labour for application to policy formulation, legislation and action.

**AND**

**The Associated Chambers of Commerce & Industry of India, New Delhi** - hereinafter shall be referred to as "ASSOCHAM" the second party, is the country's oldest apex chamber. It brings in actionable insights to strengthen the Indian ecosystem, leveraging its network of more than 4,50,000 members, of which MSMEs represent a large segment. With a strong presence in states, and key cities globally, ASSOCHAM also has more than 400 associations, federations and regional chambers in its fold. ASSOCHAM is having its head office at 4<sup>th</sup> Floor, YMCA Cultural Centre and Library Building, 01, Jai Singh Road, New Delhi – 110001.

VVGNI and ASSOCHAM are individually referred to herein as a 'Party', and collectively as the 'Parties'.

**WHEREAS**, in the aforesaid background, the Parties have agreed to come together, with their respective expertise, in forming a strategic alliance and working towards professional development of the stakeholders by jointly identifying and executing the various developmental initiatives.

**WHEREAS**, VVGNI and ASSOCHAM agreed to establish this Memorandum of Understanding (MoU) as a framework for facilitating collaborative activities.

## 1. OBJECTIVE

The parties have agreed to come together, with their respective expertise, in forming a strategic alliance and working towards development of the stakeholders by jointly identifying and executing the various developmental initiatives, in appreciation of each other's vision, inter-alia towards education, research, training and such other activities, both parties express a desire to enter this cooperative endeavour in a legally non-binding and non-exclusive manner.

## 2. SCOPE & AREAS OF STRATEGIC ALLIANCE

This MOU intends to provide flexible and covering framework, under which collaborations and partnerships as developed between the parties, in the area of development of the stakeholders, broadly encompassing the following initiatives:

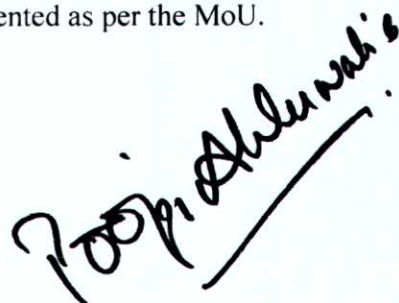
- Capacity Building (through holding joint training programmes for different stakeholders engaged in labour and employment related issues);
- Capacity Building (through joint seminars, webinars, meetings, and workshops, particularly on contemporary labour policy issues);
- Capacity Building using Massive Open Online Courses (MOOCS) and Face to Face learning;
- Research & Case Studies (Both the parties agree to share case studies and national surveys available with regard to employment in India and to undertake collaborative research, surveys, exchange of knowledge and joint publications in the areas of mutual interest); and
- Policy Advocacy

## 3. FUNDING ACTIVITIES OF COLLABORATION

The funding of the collaborative activities will essentially be undertaken jointly. However, If the collaborating institutions agree and if there is a possibility of one institution funding a specific activity entirely, this option will be considered, following the rules and norms prevailing in the institute(s). The proposals for each activity will be prepared separately on mutual consultation on case-to-case basis.

## 4. AUTHORIZED REPRESENTATIVES

Both the institutions shall designate an official (Single Point of Contact) of the concerned centre who will participate and facilitate all discussions between the institution to ensure that the collaborative activities are initiated and implemented as per the MoU.



## **5. INTELLECTUAL PROPERTY**

In respect to the intellectual property (Capacity building material, reading, research studies, case studies or other reference material in text or electronic form) created with reference to the scope of the MoU, the institutions shall negotiate and mutually agree in writing on their respective right to Intellectual Property (New Material) emerging out of the joint activities covered under the MoU from the date of its operation. (IPR is reserved with the institution that has created it including copy rights).

## **6. USE OF THE NAME AND THE EMBLEM**

Neither of the institutions shall use the name, emblem, or trademarks of the other institution, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other institution in each case. In no event will authorization to use the VVGNLI or ASSOCHAM's name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by VVGNLI of ASSOCHAM's services and vice versa.

## **7. MODIFICATION AND TERMINATION OF THE MoU**

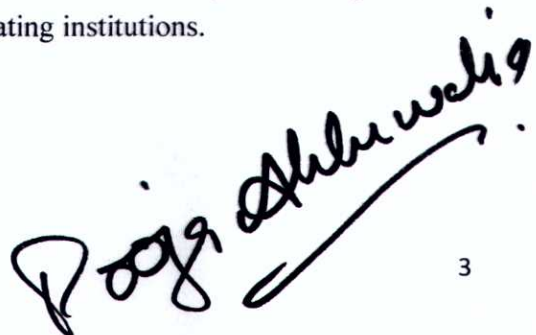
This MoU may be modified at any time if circumstances arise which call for any alteration, subject to the approval of both the institutions. In case of any proposal to modify the MoU, three months' written notice shall be given to the other institution. This MoU may be terminated by either institution on two months written notice without prejudice to the persons already engaged in a current programme of exchange in addition, either party will be responsible to complete or execute the Project in hand.

## **8. DURATION AND RENEWAL OF THE MoU**

This MoU shall take effect from the date it is signed by both the institutions and shall be valid for a period of Two [2] years. MoU may be renewed further on the mutually agreed terms and conditions as decided by both the institutions.

## **9. GOVERNANCE OF ACTIVITIES UNDER THE MoU**

All activities developed under the auspices of this MoU will respect and uphold the corresponding norms, and regulations of the collaborating institutions.



## 10. CLARIFICATIONS/ DISPUTE RESOLUTION, IF ANY

This MoU is strictly for internal management purposes for each of the parties. This MoU is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This MoU shall not be construed to provide a private right, benefit, or cause of action for or by any person or entity enforceable by law or equity against VVG NLI or ASSOCHAM, their officers, or employees, or any other person.

In the event of dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, or the breach, termination or invalidity thereof (a "dispute"), the Parties will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between Director General of VVG NLI and Assistant Secretary General of ASSOCHAM or their duly authorised representatives. Each party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this MoU.

## 11. SIGNING OF THE MEMORANDUM OF UNDERSTANDING

The institutions hereby agree to execute the objectives of MoU within the framework of Terms of Reference of this agreement.

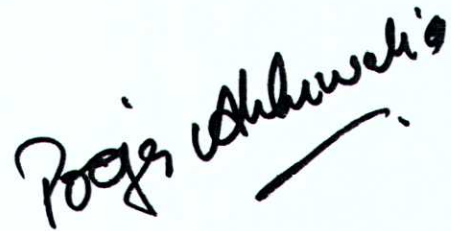
This MoU is written in English, in two identical originals, both of equal validity.



**Shri Amit Nirmal**  
**Director General**

**For V.V. Giri National Labour Institute**  
**(VVG NLI), Noida, Uttar Pradesh**

Witness



**Ms. Pooja Ahluwalia**  
**Assistant Secretary General**  
**For The Associated Chambers of**  
**Commerce & Industry of India**  
**(ASSOCHAM), New Delhi**

Witness

