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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on this Add Date at Add place by and between: -

Party of the First Part:

The Gem & Jewellery Export Promotion Council (GJEPC)

Tower No AW. 1010, Bharat Diamond Bourse
Bandra Kurla Complex, Opp NABARD,
Bandra (East), Mumbai- 400051

Party of the Second Part:

Name and address of Association and representative

We the parties are entered into this Memorandum of Understanding (MoU) subject to the following compliances with respect to the provision of issuing ID Cards for the workers in the Gem & Jewellery industry.

This MOU is being entered with a view to ensure proper authentication of the workers to whom ID Cards are issued and for the benefit of the entire Gem & jewellery industry. The purpose of this MOU is to provide the workers in the Gem & Jewellery industry with the ID Cards which shall be called as “**GEM & JEWELLERY PARICHAY CARD**” (hereinafter referred to as “**G & J 'Parichay' Card**” or “**ID Cards**”), thus making available the ID Cards to the workers with proper authentication facility. ASSOCIATION and GJEPC have entered into this MOU in order to give effect to the project on the terms and conditions as mentioned hereinafter:

1. DEFINATION:

- i. “**WORKER**” means any person including ‘karigar’, performing specified type of physical work in a specified manner, and is directly or indirectly associated with various associations and/or the trade members of the Gem & Jewellery Industry. *(if any dispute arises in relation to the definition of the Worker, GJEPC reserves the right to decide the term.)*
- ii. “**GEM & JEWELLERY PARICHAY CARD**” means the ID cards issued to the workers.
- iii. “**GEM & JEWELLERY PARICHAY CARD APPLICATION FORM**” means the application form to be filled by the workers for availing the ID Cards.

2. TERM:

The term of this MOU shall run from the date of signing of this MOU and shall subsist for the period of **3 years**, subject to the provisions of termination as provided in Clause 8 (viii) & (ix) hereunder, unless mutually extended by the Parties hereto in writing.

3. OBLIGATIONS OF THE ASSOCIATION:

- i. ASSOCIATION shall identify the number of workers who shall be issued this ID Cards.
- ii. ASSOCIATION shall make available the **GEM & JEWELLERY PARICHAY CARD APPLICATION FORM** (hereinafter referred to as "**APPLICATION FORM**") to the workers.
- iii. ASSOCIATION shall make them understand the terms & conditions before filling the application form and the process of availing the ID card.
- iv. ASSOCIATION shall properly authenticate the profiles and details of each of the workers and after such verification and authentication of the workers, the ASSOCIATION shall forward the filled application form duly certified by them to GJEPC for printing.
- v. In continuation to above clause 3(iv), ASSOCIATION shall also verify the ID Proof, Residence Proof, the Birth Proof, Education Qualification and Technical Qualification of the worker and the said proofs shall be certified and authenticated by ASSOCIATION by stamping and signing thereby certifying the aforesaid documents, before sending it to GJEPC for issuance of the ID Card.
- vi. ASSOCIATION shall be liable to distribute the requisite Identification cards after its printing, to the workers, GJEPC shall not be liable towards the same in any manner whatsoever.
- vii. ASSOCIATION shall endeavor to always provide to GJEPC the details of the Application Form and duly authenticated documents certifying the Identity of the Worker and the distribution of the ID Cards. The details of such cards, their beneficiaries and the acknowledgement receipt after distribution shall be provided to GJEPC by ASSOCIATION in a report format.
- viii. ASSOCIATION shall finalize the process of verification and authentication of the data and submitting of the report as per the timeline scheduled by GJEPC.
- ix. ASSOCIATION shall keep a proper record and data of the application forms sent in original to GJEPC for printing the ID cards.

- x. ASSOCIATION shall keep all records pertaining to the Application Form, issuance of ID Cards and details of the workers as confidential and shall not be disclosed to any third party.
- xi. On expiry of the ID card, the ASSOCIATION shall once again authenticate and certify the details of the worker, only then the ID card would be renewed.
- xii. Proper credits with respect to the contribution of GJEPC shall be given by ASSOCIATION at all future promotions (that the aforementioned project is organized by GJEPC) including indication of such details on each of the ID cards and other related correspondences that may be made by the ASSOCIATION with any third party in this regard.
- xiii. ASSOCIATION shall not use the design, title or content of the ID cards as their own project in future, else shall be liable for indemnification to GJEPC.
- xiv. ASSOCIATION shall utilize as well as make available as and when and, in the manner, required by GJEPC all its quality resources in order to give effect to the purpose of this MoU.

4. OBLIGATIONS OF GJEPC:

- i. GJEPC shall keep the data of ID cards issued to the ASSOCIATION for distribution.
- ii. GJEPC shall make all the arrangements for printing the cards and the cost of the same shall be borne by GJEPC.
- iii. GJEPC will not be liable to make any sort of payment including out of pocket expenses to ASSOCIATION for this project.
- iv. GJEPC shall process the cards for a maximum of as per the number of application forms sent by the ASSOCIATION and as per the terms of this MOU. Thereafter subject to mutual discussions the said MOU may be extended to process additional cards.

5. CONFIDENTIALITY & EXCLUSIVITY:

The Parties shall keep and continue to keep confidential, during the subsistence of this MOU and after termination hereof, any and all information and/or data (collectively hereinafter referred to as the “**Confidential Information**”) exchanged, shared or provided, whether orally or in writing, under or pursuant to this MOU. Such Confidential Information may include but shall not be limited to the details of Application form, the details of ID Cards, the details of authentication, the documents submitted and such other incidental information. Further the Parties hereby agree that such Confidential Information shall be disseminated only to such of its representatives and/or employees who have a need to know and are entitled to such information and for the furtherance of this MOU and who have individually agreed in writing with their respective

organizations to be bound by the terms of confidentiality similar to the terms mentioned herein.

ASSOCIATION shall not act in the manner detrimental to the interest of GJEPC. In case ASSOCIATION is aware of some common interest between it and GJEPC, then ASSOCIATION shall forthwith disclose the same to GJEPC, along with the nature of interest. In event of the actual conflict of interest, the interest of GJEPC shall prevail over that of ASSOCIATION.

6. WARRANTIES AND REPRESENTATIONS:

Each party represents and warrants that it has the right, power and authority to enter into this MOU, to grant the rights granted herein and to perform the duties and obligations described herein.

7. ARBITRATION:

If any controversy or claim of whatsoever nature (“**the Dispute**”) arises between GJEPC and ASSOCIATION, relating to terms of this MoU or breach thereof, ASSOCIATION agrees that before having recourse to legal remedies in that behalf ASSOCIATION shall refer the Dispute to GJEPC, who will take reasonable efforts to settle the Dispute amicably within 30 (thirty) days of occurrence and whatsoever resolution is agreed to between GJEPC in this behalf will be final and binding on the Parties. If GJEPC is unable to settle the Dispute within the said period, the Dispute will be referred to a sole Arbitrator to be mutually appointed by the Parties. The Arbitration shall be administered in accordance with The Arbitration and Conciliation Act, 1996, and will be conducted in English at Mumbai. The arrangement contemplated herein shall be governed and interpreted by the laws of the Republic of India.

8. MISCELLANEOUS:

- i. ASSOCIATION shall indemnify GJEPC to the extent of any and all claims, liabilities, damages, losses, costs (including reasonable legal fees), charges, expenses, proceedings and actions of any nature whatsoever, arising through any third-party claims.
- ii. Notices by either party to the other shall be given by personal service, by registered or certified mail, return receipt requested, or by private overnight mail courier services, to the respective addresses set forth on title page or as may be intimated from time to time.
- iii. If any provision of this MOU is declared invalid as contrary to law or public policy, the remaining provisions hereof shall continue to remain in full force and effect.
- iv. A waiver of a breach or default will not constitute a waiver of any terms or conditions of this MOU or of any subsequent similar breach or default.

- v. Except as otherwise provided in this MOU, no representations, warranties or guarantees of either party not contained in this MOU shall be binding on the parties.
- vi. This MOU shall not be deemed to create any joint venture, partnership or agency between the parties hereto. It is understood that each party to this MOU shall be independent of the other and that neither party shall have the right or authority to bind the other party.
- vii. It is explicitly agreed by the ASSOCIATION that it shall not enter into like arrangements with any third party during the term of this MOU.
- viii. This MOU and all the provisions contained therein shall cease to be operative on the occurrence of any of the below mentioned conditions:
 - a. ASSOCIATION supplies GJEPC the details of the workers which are unverified and unaudited irrespective of the fact whether such discovery is made by GJEPC prior or post the completion of the application process.
 - b. ASSOCIATION fails to promote the name and contribution of GJEPC in the project on a continuous basis during the pendency of the MOU.
- ix. Notwithstanding anything contained in clause 8(viii) of this MOU, either party can terminate this MOU with a prior written notice of 15 days.
- x. This MOU will be subject to the jurisdiction of the Courts at Mumbai only

We both the parties have agreed on the above terms and conditions on this day herein above written.

Signature of the **First Part**
For **The Gem & Jewellery Export**
Promotion Council

Signature of the **Second Part**
For, **Name of association**

Authorized Signatory

Name of Association Head
Designation of Association Head