

MEMORANDUM OF UNDERSTANDING

BETWEEN



Confederation of Indian Industry

AND

BCA

Business Council of Australia

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “**MOU**”) is entered on 9th day of March 2023.

CONCLUDED BETWEEN

THE CONFEDERATION OF INDIAN INDUSTRY (CII) is a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre, 23, Institutional Area, Lodhi Road, New Delhi – 110003 (hereinafter referred to as “**CII**”).

AND

BUSINESS COUNCIL OF AUSTRALIA (BCA), an industry association that comprises of the Chief Executives of more than 100 of Australia biggest corporates and having its head office at Level 42, 120 Collins Street, Melbourne, Victoria 3000 (herein after referred to as BCA).

BCA and CII are hereinafter referred to singularly as “Party” and collectively as “Parties”.

WHEREAS

A. **Confederation of Indian Industry (CII)** is society registered under Societies Registration Act, 1860 and is a non-government, not-for-profit, industry-led and industry-managed organization, playing a proactive role in India's development process. Founded in 1895, India's premier business association has around 9000 members, from the private as well as public sectors, including SMEs and MNCs, and an indirect membership of over 300,000 enterprises from around 265 national and regional sectoral industry bodies. (CII) works to create and sustain an environment conducive to the development of India, partnering industry, Government, and civil society, through advisory and consultative processes.

B. The **Business Council of Australia (BCA)** is an industry association that comprises of the chief executives of more than 100 of Australia's biggest corporations. It was formed in 1983. The Business Council of Australia strives for a stronger Australia.

The BCA represents Australia's largest employers, advocating for good policy on behalf of the business community and the Australians they employ. The BCA works to ensure Australia is economically strong to support a fair, free and inclusive society for all Australians.

The BCA actively collaborates with other community and business groups, political leaders at all levels of government and engages directly with the community to achieve their vision and purpose.

C. The Parties recognizing the immense possibilities of improving economic and commercial ties between India and Australia, have agreed to work together to establish and develop commercial links between the two organizations within the scope as governed by this Memorandum of Understanding (hereinafter referred to as "MOU").

THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE I
OBJECTIVE

The aim of this MOU is to record the nature, scope and terms of the Parties' understandings.

ARTICLE II
AREAS OF COLLABORATION

- The Parties will co-operate with each other and will do their best for the strengthening and improvement of the economic co-operation and investment between the two countries.
- The Parties will mutually assist and contribute to the expanding of commercial ties, investment, and economic cooperation between the businesses of the two countries – including opportunities in the manufacturing and selected services sectors.
- The Parties will regularly exchange information and review for the purpose of expansion of investment between the two countries. To achieve this objective, it is mutually agreed that each Party will supply the other with information relating to the business and investment environment, including promotional materials and investment opportunities in its country.
- The Parties will co-operate with each other to promote and facilitate regular, direct high-level business-to-business engagement between Australian and Indian business leaders, in collaboration with the governments of Australia and India.
- The Parties will mutually assist and contribute to arranging, where possible and by mutual agreement, an annual India-Australia CEO Forum, which will bring together

distinguished CEO-level business leaders from both countries to discuss and make recommendations to government on issues of mutual interest.

- The Parties will mutually assist and contribute to facilitating annual meetings of the India-Australia Business Champions and implementing initiatives as directed by the Business Champions.
- Each of the Parties will assist the other Party in the organization of or participation in seminars/conferences, national exhibitions, specialized exhibitions, economic and technical fairs, information sessions, symposia, conferences or similar events taking place in its country.

ARTICLE III

FINANCIAL IMPLICATIONS

It is hereby agreed that the Parties shall individually incur costs and expenses, if any, required for this collaboration. Neither Party is under any obligation/s to incur any costs and expenses for any projects for collaboration. Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU.

Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case-by-case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.

ARTICLE IV

DATA PROTECTION AND CONFIDENTIALITY

The Parties must ensure the confidentiality of sensitive or classified information obtained within the framework of the MOU. Sensitive or classified information shall not be shared or disclosed to a third party without the prior written consent of the affected Party. For avoidance of doubt, any information labelled as "Sensitive", "Confidential" or "Classified" by the disclosing party is covered under this article.

No information relating to the other Party or transmitted by the other Party may be used without the said Party's agreement.

In the event of termination of this MOU for any reason whatsoever, the Parties shall immediately cease to have any right to access and use the data of the other Party.

ARTICLE V
ENTRY INTO EFFECT AND DURATION

This MOU shall be effective for a term of four years with effect from the date on which it is signed.

This MOU may be extended for similar terms by a notice in writing at least sixty (60) days prior to the expiration of the period as may be agreed by the Parties.

ARTICLE VI
TERMINATION

In the event that one of the Parties decides to terminate or not to renew the MOU, this Party shall formally notify the other Party of the termination of the MOU in writing, sent sixty (60) days prior to the expiry of the MOU.

ARTICLE VII
DISPUTE

Any dispute linked to the interpretation and/or execution of the MOU must, wherever possible, be settled by means of amicable negotiations between the Parties.

ARTICLE VIII
SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MOU which suspension shall take effect immediately after notification has been given to the other Party via written note.

ARTICLE IX
REVISION, MODIFICATION AND AMENDMENT

Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this MOU. Consent by both parties shall be obtained for the revision, modification or amendment of this MOU.

ARTICLE X
NON-EXCLUSIVITY

The Parties agree that they are not bound exclusively by this MOU and that the terms of this MOU shall not preclude either Party from entering into similar arrangements with any other parties during the term of the MOU.

ARTICLE XI
NOTICES

Any communication under this MOU will be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of CII or BCA as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged.

To: Confederation of Indian Industry

The Mantosh Sondhi Centre
23, Institutional Area,
Lodhi Road,
New Delhi – 110003
Attention: Chairman, CII International Council

To: Business Council of Australia

Level 42, 120 Collins Street,
Melbourne VIC 3000
Attention: CEO, Business Council of Australia

ARTICLE XII
GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of Australia and each Party hereby agrees to submit to the exclusive jurisdiction of the courts of Australia.

ARTICLE XIII
MISCELLANEOUS

1. No Party or Parties shall be liable for any compensation, loss or damage or have any other obligations to any Party in the event that no agreement or contract is concluded.
2. The Parties shall each be responsible for their own actions or failures to act and for their own commitments and undertakings.
3. Without the prior written consent of all the Parties hereto, none of the Parties shall fully or partially assign this MOU nor, in any other way, transfer its rights or obligations provided for herein.
4. This MOU is executed in two counterparts in English, each of which shall be an original.

The foregoing record represents the understandings reached between CII and BCA upon the matters referred to therein.

Signed on this **9th day of March** in the year **2023** in two (2) original texts in English.

Jennifer Westacott AO

Chandrajit Banerjee

.....
Chief Executive
Business Council of Australia

.....
Director General
Confederation of Indian Industry