

MEMORANDUM of UNDERSTANDING

Between

European Business and Technology Centre
And
European Association for Business and Commerce

This Memorandum of Understanding (hereinafter referred to as the “MoU”) is entered into this 18 day of December 2018 between **European Business and Technology Centre** (hereinafter, “**EBTC**”), DLT A Complex, South Block, 1st Floor, 1, Africa Avenue, New Delhi 110 029, India and **European Association for Business and Commerce** (hereinafter “**EABC**”), 208 Wireless Road Building 14th Floor, Unit 1401, Wireless Road Lumpini, Pathumwan, Bangkok 10330 Thailand (collectively, hereinafter, “**Parties**”)

whereby,

EBTC was institutionalised as a multi stakeholder project in 2008 and co-funded by the European Commission that transitioned into an independent not for profit organisation under Section 25(1) of the Companies Act, 1956 in India. EBTC contributes to the economic ecosystem of India and its natural partners for multilateral cooperation, through collaborations for sustainable technologies and innovations. EBTC’s collaborative platforms, clusters and body of knowledge cater to the demands of governments and the private sector for enhanced economic activity. EBTC is self-sustainable and uniquely positioned as an enabler for economic development and opportunities.

and

EABC is a Trade Association organized under the Trade Associations Act of Thailand.

EABC offers policy advocacy in various industry sectors and on an economy-wide basis and support for SMEs in Thailand; and to support the internationalisation of European SMEs and other European enterprises by enhancing market access.

EABC’s membership is multinational and other companies and has 12 working groups around vertical industry sectors and also with a horizontal capacity. EABC contributes to the improvement of trade and investment for European companies in Thailand and to increase European Trade and Investment with and in Thailand. EABC’s main activities include carrying out policy and advocacy dialogues and other activities pursuant to its objectives, providing support to European businesses with trade related information, and organizing key events to foster opportunities for European businesses in Thailand.

1. UNDERSTANDING

In consideration of the mutual understanding expressed herein, both parties have reached an understanding,

- (i) To facilitate collaborations, engagements and synergies for European businesses in India and in Thailand;
- (ii) To encourage mutually beneficial dialogue to foster sustainability;
- (iii) To share best practices and benchmarks in the domain of intellectual property and technology transfer related aspects of businesses; and other relevant areas;
- (iv) To jointly bid for projects, wherever applicable;
- (v) To jointly develop programmes/ activities on areas of mutual interest;
- (vi) To organise joint conferences/ seminars/ workshops/ trainings/ consultations/ programmes, etc.;
- (vii) To provide access to vast networks of service partners, and wherever possible, enable partnerships and cooperation;
- (viii) To exchange and collaborate on knowledge creation and management (research, publications, etc.);
- (ix) To invite members and other relevant stakeholders to participate in the conferences and initiatives organized by both institutions.

2. INTERPRETATION

2.1 Pursuant to, and within the overarching framework of this MoU, EBTC and EABC may venture into agreements with other institutions (such agreements may be annexed hereunder, as and when undertaken).

2.2 This Memorandum does not constitute an agreement by either Party to provide support for any specific project or activity. Specific agreements for individual projects or activities will be set forth in an Activity Agreement/ through Terms of Reference pursuant to this MoU, signed by both Parties. Any dispute arising hereunder is to be settled by negotiations and mutual understanding.

2.3 Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship or a legal partnership between the Parties and all statements of intention would be pursued on a voluntary basis.

2.4 Any sharing of information between the Parties will be subject to their respective policies on the disclosure of information (and relevant regulation such as the EU GDPR as applicable) and no such sharing shall amount to a waiver of any intellectual property rights in such information or create a licence to use any such information unless expressly agreed otherwise.

3. PERIOD

3.1 this MoU shall become effective for an initial period of three years from the date when the authorised signatories of both institutions affix their signature. At the end of three years, the MoU will be reviewed and renewed for a further period as mutually agreed.

3.2 The MoU may be terminated by either institution by written notice of three (3) months signed by the presiding officer of the notifying institution or person acting with his authority.

3.3 The termination of the MoU shall not impact the continuity of the specific projects/agreements negotiated pursuant to this MoU.

4. UNDERTAKING

4.1 The Parties hereby agree to the above-mentioned terms (signatures appended) in the presence of witnesses (whose signatures are also appended).



Stefan Molnar,
President EABC,
Bangkok



Chaladbhum Temkasem

Witness



Poul V. Jensen,
Director EBTC,
New Delhi


VARUN SEHGAL

Witness