

**Memorandum of Understanding**

**Between**

**Department of Heavy Industry  
Ministry of Heavy Industries and Public Enterprises, Government of India**

**And**

**Hannover Milano Fairs India Pvt Ltd**

**And**

**Federation of Indian Chambers of Commerce and Industry**

**For**

**Organization of series of World of Industry India Trade Show in India as well as co-operation in participation in other major trade shows in India and around the world**

This Memorandum of Understanding is made

**BETWEEN**

**Department of Heavy Industry**, Ministry of Heavy Industries and Public Enterprises, Govt. of India, having its head office at Udyog Bhavan, New Delhi, represented by Secretary, Department of Heavy Industry, duly empowered for the purposes hereof (hereinafter "**DHI**", which expression shall include its permitted assigns, unless repugnant to the context or meaning);

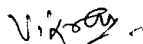
**AND**

**Hannover Milano Fairs India Pvt Ltd**, a company incorporated under the laws of India, having its registered office at 102, B Wing, Business Square, Opp Apple Heritage, Off Solitare Business Park, Chakala, Andheri Kurla Road, Andheri East, Mumbai - 400093, represented by Mr. Mehul Lanvers-Shah, duly empowered for the purposes hereof (hereinafter "**HMFI**", which expression shall include its affiliates, successors and permitted assigns, unless repugnant to the context or meaning);

**AND**

**Federation of Indian Chambers of Commerce and Industry**, having its head office at Federation House, Tansen Marg, New Delhi, represented by Mr. M. S. Unnikrishnan, duly empowered for the purposes hereof (hereinafter "**FICCI**", which expression shall include its permitted assigns, unless repugnant to the context or meaning).

HMFI, DHI and FICCI are hereinafter referred to collectively as the "**Parties**" and individually as "**Party**".



**WHEREAS:**

- A. HMFI is a subsidiary of Hannover Milano Global Germany GmbH ("**Hannover Milano Germany**"), which is a joint venture company set up by Deutsche Messe AG ("**Deutsche Messe**") and Fiera Milano SpA ("**Fiera Milano**"). Deutsche Messe and Fiera Milano are leading trade fair organizers from Germany and Italy respectively and have been working together in the business of organizing fairs and providing exhibition related services. HMFI runs an annual show under the name World of Industry INDIA ("**WIN INDIA**"), the Indian edition of Hannover Messe trade show being held in December in Mumbai.
- B. FICCI is the oldest and largest apex business organization in India providing a platform for networking and consensus building within and across sectors and is the first port of call for Indian industry, policy makers and the international business community.
- C. The vision of the Department of Heavy Industry is to have modern, healthy and robust Auto, Heavy Engineering, Heavy Electrical & Capital Goods Sectors and self-reliant & growth oriented Public Sector Undertakings by capitalizing on the networking and engagement opportunities through WIN INDIA.
- D. The Parties recognize the importance of showcasing DHI activities and schemes for the industries through industrial trade platforms/exhibitions focused on industry verticals and economic sectors under the purview of DHI.
- E. For their mutual benefit, the Parties are desirous of cooperating towards and at WIN INDIA and other trade shows in India and abroad in accordance with the mutually agreed terms and conditions set forth herein to, inter alia, create awareness among the industry about the opportunities under the Make in India campaign ("**Collaboration**").

The Parties hereby reach the following understanding:

**Article 1. COLLABORATION**

In the context of their Collaboration, the Parties have identified the following main areas of collaboration ("**Areas**"). Parties have agreed to facilitate the organization of WIN INDIA in the following ways:

- I. DHI recognizes WIN INDIA as one of the important Trade and technology platform for Capital Goods Sector and agrees to extend all possible support related to promotion and participation of WIN INDIA to the Industry for the successful execution of exhibition
- II. DHI agrees to support WIN INDIA as the "Co-Host" for the next 3 editions of WIN INDIA viz. WIN INDIA 2016, WIN INDIA 2107 and WIN INDIA 2018
- III. The parties agree that for the participation of DHI in WIN INDIA, FICCI shall be authorized as the lead agency and preferred co-operation partner for DHI
- IV. HMFI endorses FICCI as the "Industry Patron" for WIN INDIA for the next 3 editions of WIN INDIA

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- V. HMFII along with FICCI will work to capitalize DHI participation in WIN INDIA to promote the schemes and achievements of DHI
- VI. HMFII and FICCI shall submit a separate proposal to DHI with the details of ways to participate in WIN INDIA, including an outline of suggested financial conditions of co-operation, according to pre-decided procedures.
- VII. HMFII will collaborate with FICCI to identify similar business platforms organised in India and abroad relevant to DHI for their consideration to participate as Exhibitors, Speakers or as part of Delegation
- VIII. HMFII will facilitate the participation of DHI and FICCI in relevant ways decided mutually and will support in organising and scheduling engagements with exhibitors and other stakeholders during the events organized by HMFII and / or its affiliates

The Parties agree that FICCI shall lead the execution of the objectives set forth in the MoU on behalf of DHI.

**Article 2. OTHER PARTNERSHIPS**

This MoU shall not:

- I. bind DHI and/or FICCI to appoint HMFII as partners for any other trade fairs;
- II. preclude HMFII from launching and developing partnership with any other Ministries/Department, State Governments, Associations/Chambers without having to seek DHI and FICCI's prior approval and vice versa.

**Article 3. TERM AND TERMINATION**

- I. The MoU shall come into effect from the date of its signatures by the authorized representatives of the Parties and shall continue to be in force unless one Party terminates the MoU by giving atleast 3-months advance written notice to the other Parties, without having to assign any reason.
- II. Termination of MOU by one Party shall terminate the MOU between all the Parties and the Parties wishing to pursue their collaboration shall enter into a fresh agreement.

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**Article 4. CONFIDENTIALITY**

Each Party undertakes and causes its key managers or representatives, main direct or indirect shareholders, actual or future affiliates, any entities in which their officers or key managers are shareholders and related bodies to keep strictly confidential and secret all confidential information exchanged between the Parties in the context of this MoU. This obligation shall remain in effect during the subsistence of the MoU and for a further period of two (2) years thereafter.

**Article 5. AMENDMENT AND VARIATION**

This MoU shall not be amended or varied otherwise than in writing and signed by all Parties.

**Article 6. APPLICABLE LAW AND DISPUTE RESOLUTION**

- I. This MoU shall be governed by and construed in accordance with the laws of India.
- II. Any dispute arising out of the interpretation, applications or implementation of any provision of this MoU shall be settled amicably through consultation or negotiation between the Parties.

**Article 7. RELATIONSHIP BETWEEN THE PARTIES**

In the context of the Collaboration, all rights and obligations of the Parties in relation to third parties shall be several, and shall not be construed to be either joint, or joint and several. Nothing in this MoU shall create or deemed to have created a relationship of joint venture, partnership or a principal-agent between the Parties and no Party shall by virtue of this MoU have power or authority to enter into any agreement on behalf of or otherwise bind the other Party as to any matter contemplated by this MoU or otherwise.

*MMS*

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**Article 8. BINDING PROVISIONS**

Notwithstanding anything to the contrary, Clauses 5 (confidentiality), 7 (governing law and dispute resolution) and 8 (relationship between the Parties) shall be binding upon the Parties.

Signed at \_\_\_\_\_ on this 25th day of April, 2016 in three originals in the English language.

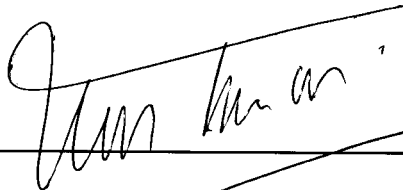
**IN WITNESS WHEREOF**, the undersigned, being duly authorized, thereto have signed this MoU.



\_\_\_\_\_  
For  
Name: Mr. Vikram Vardhan  
Designation: Second Secretary,  
Embassy of India, Berlin  
Date: 25th April, 2016



\_\_\_\_\_  
For  
Name: Mr. Mehul Shah  
Designation: Managing Director  
Hannover Milano Fairs India Pvt Ltd  
Date: 25th April, 2016



\_\_\_\_\_  
For  
Name: Mr. M. S. Unnikrishnan  
Designation: Co-Chairman - FICCI Capital Goods Committee  
Federation of Indian Chambers of Commerce and Industry  
Date: 25th April, 2016

