

MEMORANDUM OF UNDERSTANDING

BETWEEN

CONFEDERATION OF INDIAN INDUSTRY (CII)

AND

**AGENCE DE PROMOTION DES
INVESTISSEMENTS PRIVES (APIP)**

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This Memorandum of Understanding (MoU) is entered into agreement on 15th March, 2016 at New Delhi, India.

Considering the important role of trade, industry and services in the economic development of their respective countries and desirous of intensifying economic relations between the two countries: **The Confederation of Indian Industry (CII)** having its Central Office at Confederation of Indian Industry The Mantosh Sondhi Centre, 23, Lodhi Road, New Delhi-110003 – India, which expression shall unless repugnant to the context, include its representatives, successors and permitted assignees.

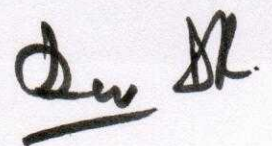
And

Agence de Promotion des Investissements Privés (APIP) having its office at 252, rue KA022, Boulbinet Commune de Kaloum, Guinea which expression shall unless repugnant to the context, include its representatives, successors and permitted assignees;

CII and APIP shall be collectively referred to as the Parties,

Whereas:

- i) CII represents the interests of trade and commerce in India and acts as an interface between industry, government and other relevant stakeholders on policy issues and initiatives promoting domestic and international trade.
- ii) APIP is a Government agency, established to promote and facilitate investments in Guinea. The objective of The Agency is to create an enhanced, transparent and effective environment that encourages private investments and the development of the Guinean economy. Under the Presidency of the Republic of Guinea, The Agency enjoys a financial autonomy and a transparent management in order to carry out its mission.
- iii) CII and APIP are desirous of working together to promote bilateral trade and investment between India and Guinea.



Have agreed as follows:

- ❖ To enhance economic relations and propose to the respective governments, measures and mechanisms to promote exports on the basis of mutual interests to avoid any imbalances which may affect the relationships between Guinea and India.
- ❖ To continue to develop exchange of economic information between the two institutions.
- ❖ To organize trade missions and to cooperate through the organization of conferences, symposia and other forms of trade events for the promotion of trade, industry and services of both countries.
- ❖ To participate and cause traders to participate in trade fairs and exhibitions, encourage reciprocal visits of businessmen and professionals and help visitors and businessmen in both directions, obtain the most appropriate business contracts.
- ❖ To establish a regular consultation program between officials of both institutions on trade, industrial issues and services.
- ❖ As part of the implementation of this Agreement, the two institutions shall undertake to provide mutual institutional support the methods of which shall be mutually agreed.
- ❖ Any dispute arising from the implementation of this Memorandum of Understanding between the consular institutions and / or economic operators will be settled amicably. In the event the Parties are not able to settle disputes by mutual negotiations, the dispute(s) shall be referred to Sole Arbitrator, appointed by mutual consensus between both Parties. The arbitration proceedings shall be held in Delhi, India and Indian Arbitration and Conciliation Act, 1996 amended from time to time shall apply to such arbitration proceedings. The proceedings shall be in held in English language. The award passed by the Sole Arbitrator shall be binding on both the parties, subject to the applicable laws in force and the award shall be enforceable in any competent court of law.

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- ❖ Each Party may submit to the other an amendment request to rework the terms and contents of this Memorandum of Understanding. Every amendment/modification to this MOU shall come into force once it has been agreed to by both the Parties.

The Parties mutually agree that the exchange of any information for the purpose of this MOU will enable both the Parties to this MOU to obtain data and information about the other Party which includes trade secrets, know-how, financial information, and any documentation, technology, marketing strategies, business policies or practices or any other confidential information ("Confidential Information"). The Parties agree to respect each other's rights to confidentiality of all such sensitive information and will use such Confidential Information only for appropriate purposes in connection with the objectives of this MOU.

This agreement between the parties shall come into force with immediate effect and will be valid for a period of five years, and renewed by mutual consent. If any of the Parties wishes to end this relationship before expiry of the stipulated period of five years, the Party which intends to end this relationship may communicate its intention to the other party by way of 30 (Thirty) days notice. In the event of such termination before the stipulated period, Parties shall make all reasonable efforts to successfully complete any current projects, trade missions etc. to best extent feasible.

This agreement is signed on day, date at place.

Qw JR

For Confederation of Indian
Industry (CII)

For Agence de Promotion
Investissements Prives
(APIP)

Name: Mr. Rajiv Wahi

Name: Mme Hann Dienaba
Keita

Rajiv Wahi

Title: Member
CII Africa Committee

Title: Deputy Managing
Director

Signature:

Signature:

Keita

Witnesses:

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2)