

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered on **30 day of December, 2019 at New Delhi**

BETWEEN

The Deendayal Antyodaya Yojana - National Urban Livelihoods Mission ("Mission") of the Ministry of Housing & Urban Affairs, Government of India (herein after referred to as "**DAY-NULM**"), represented by Shri Sanjay Kumar, Joint Secretary

AND


Flipkart Internet Pvt. Ltd. (herein after referred to as "Flipkart") incorporated under the Companies Act, 1956 represented by Shri Rajneesh Kumar, Chief Corporate Affairs Officer, Flipkart Group, and having its registered office at Buildings Alyssa, Begonia & Clover, Embassy Tech Village, Outer Ring Road, Devarabeesanahalli Village, Bengaluru - 560103, Karnataka, India (hereinafter referred to as "Flipkart") which expression shall unless repugnant to the context or meaning thereof include its nominees, successors and permitted assigns, for the following projects.

WHEREAS, DAY-NULM and the States (wherein "States" would refer to States and Union Territories of India, where DAY-NULM is under implementation), are active partners in implementation of DAY-NULM;

WHEREAS, Flipkart is engaged in the business of owning and operating an online marketplace www.flipkart.com, Flipkart m-site and Flipkart mobile app (collectively "Platform").

AND WHEREAS Flipkart has established a program on its Platform "**Flipkart Samarth**" which aims to enable national market access for the artisans, weavers and craftsmen and producers of raw & organic food items to showcase hallmark products of different States.

AND WHEREAS both of the parties express their willingness and agree to cooperate by recognizing the importance of commercial and social development of the urban poor of India and are desirous to provide the benefits and support to stakeholders i.e. various States represented through the **State Missions** (wherein State Missions denote State Urban Livelihoods Missions /State Urban Development Authority/any other department designated to implement the Mission at State level), and Self Help



Groups/their federations/City Livelihood Centers(herein after referred to as "**SHGs**"), with a focus on increasing inclusion opportunities in business and trade for underprivileged segments of society with a particular focus on women SHGs; The list of State Missions and SHGs are indicated hereunder as Annexure IV.

Therefore, DAY-NULM and Flipkart wish to record their interests as follows:

1. DAY-NULM and Flipkart by executing this MoU are intending to provide the online market access and support to State Missions, Clusters and '**SHGs**' (collectively "**Sellers**") by enabling onboarding of Sellers on the "**Platform**"; hereinafter collectively referred as '**Program**', **subject to the terms of use of the Platform.**
2. DAY-NULM will facilitate Flipkart's engagement for '**Program**' with State Missions to work with SHGs including local artisans, weavers and crafts producers, and producers of raw & organic food items for providing the market access, training and support. **State Missions under guidance of Day-NULM** shall undertake the deliverables, as outlined under **Annexure-I**. All the Seller(s) shall have to comply with all the applicable laws, and provisions of **Annexure III**. Seller(s) under the program shall receive time-bound incubation support from Flipkart that extends to benefits outlined separately in **Annexure-II**.
3. Both the parties represent that they have full power and authority to enter into this MoU and perform the agreed services, and have the necessary infrastructure and authorization to perform their respective obligations under this MoU.
4. This MOU shall come into force from 30/12/2019 and remain in force for a period of 2 years thereafter ("**Term**"), unless extended by mutual consent of Parties in writing.
5. The Parties agree that this MoU can be terminated on the ground of non-execution by any Party or by mutual consent or by giving a notice of 30 days to the other Party, without providing any reasons.
6. This MOU may be revised on mutually agreed terms and conditions and the revisions shall be in writing and only become effective on signing by authorized representatives of each Party.



7. As part of the Benefits, for a period of 6 months from the date of on-boarding, or until the Seller qualifies for "Gold"/ "Silver" tier, as further detailed in **Annexure II**, Flipkart shall periodically share the records, information with respect to change in commercials, benchmarks for seller tiers, any change in payment policy and State-wise progress report relating to the Program to DAY-NULM, upon demand.
8. Both parties shall ensure compliance on their part with all applicable laws and regulations of India in the performance of their obligations under this MoU.
9. The relationship between DAY-NULM and Flipkart is on a principal to principal and independent entity. Nothing in this MoU shall constitute the either party as the legal representative, agent, joint venture or partner of the other.
10. All notices referred to in this MoU shall be in writing through registered post to the Party at its address set out above.
11. In consideration of the mutual benefits that both Parties will derive from this understanding, it has been agreed between the Parties that neither Party shall be obligated to pay the other Party any monies in relation to the understanding under this MOU.
12. All right, title and interest in the respective trademarks, trade names, service marks, logos, materials and formats shall lawfully belong solely and exclusively to the respective Parties and no other party shall claim adversely to or challenge the rights of the lawful owner with respect to other's intellectual property rights.
13. Both parties agree to hold all information provided by the other party by virtue of this MOU, ("Confidential Information") in strict confidence, and not to release or divulge to any third party without the prior written approval of the other party. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this MoU. However, no obligation of confidentiality applies to any of the following information that:
 - a. is or becomes generally known or available to the public through no act or omission of the receiving party in breach of this clause.
 - b. is disclosed pursuant to a court order, provided the receiving party, at the request and expense of the disclosing party, uses




reasonable efforts to limit such disclosure to the extent requested.

The confidentiality undertakings of both parties pursuant to this clause shall remain in full force and effect during the duration of this MoU and five (5) years thereafter.

14. This MOU shall be governed and construed by the laws of India. If a dispute, controversy or claim arises out of or relates to this MoU, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved through negotiation, then the issue or claim not resolved in good faith shall be referred to and finally resolved by arbitration in New Delhi in accordance with the Arbitration and Conciliation Act, 1996, and the amendments thereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SIGNED ON THESE PRESENTS OF MEMORANDUM OF UNDERSTANDING IN THE PRESENCE OF WITNESSES.

**For MoHUA
(Authorized Signatory)**



(Shri Sanjay Kumar)
Joint Secretary and Mission
Director (DAY-NULM),
Ministry of Housing and Urban
Affairs, Government of India,
Nirman Bhawan, Maulana Azad
Road, New Delhi- 110011


**For Flipkart Internet Pvt. Ltd
(Authorized Signatory)**




(Shri Rajneesh Kumar)
Chief Corporate Affairs Officer,
Flipkart Group, Buildings Alyssa,
Begonia & Clover, Embassy Tech
Village, Devarabeesanahalli
Village, Bengaluru-560103

**Place: New Delhi
Dated: 30th December, 2019**

WITNESSES:

(First Party) 

Name: Yogendra Singh Anand
Address: By Secy, MoH
Housing & Urban Affairs

(Second Party) 

Name: TUSHAR MUKHERJEE
Address: DIRECTOR, NORTH
GOVERNMENT OFFICES