

## MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding ("MOU") is entered on 5<sup>th</sup> day of March 2020 at New Delhi by and between

**The Deendayal Antyodaya Yojana - National Urban Livelihoods 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 Mission Director, DAY-NULM]

AND

**Amazon Seller Services Private Limited**, a private limited company with its registered office at 8th Floor, World Trade Center, Brigade Gateway, Dr. Rajkumar Road, Malleshwaram, Bangalore - 560055 ("**Amazon**") represented by Shri. Rakesh Bakshi [Vice President & Associate General Counsel]

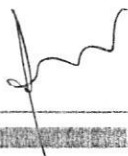
**WHEREAS**, DAY-NULM is in partnership with certain States and Union Territories of India (collectively "States") for implementation of DAY-NULM;

**AND WHEREAS** both the parties wish to enable representatives from "**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), Clusters, Self Help Groups and their federations, City Livelihood Centres ("**Seller(s)**") to list their products on the 'Saheli storefront' on [www.amazon.in](http://www.amazon.in) ("**Amazon.in**")

**AND WHEREAS** both the parties express their willingness and agree to cooperate on a mutual collaboration exercise by recognizing the importance of commercial and social development of the urban poor of the country and where DAY-NULM is desirous to provide the benefits and support to stakeholders i.e. various States represented through the **State Missions**, and Self Help Groups/their federations/City Livelihood Centers (herein after referred to as "**SHGs**"), with DAY-NULM being focused on increasing inclusion opportunities in business and trade for underprivileged segments of society with a particular focus on women SHGs;

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

1. DAY-NULM and Amazon by executing of this MoU are intending to provide the market access and support to beneficiaries/participants of State Missions, i.e. the **Seller(s)** by on-boarding them on the 'marketplace' i.e. [Amazon.in](http://Amazon.in); hereinafter collectively referred as '**Program**'
2. DAY-NULM will facilitate Amazon's engagement for '**Program**' with State Missions to work with SHGs for providing the market access, training and support (the deliverables by State Missions are detailed under Annexure I). All the Seller(s) shall have to comply with all applicable laws. Seller(s) under the Program shall receive support from Amazon that extends to a host of benefits outlined separately in Annexure-II.



3. Both the parties represented that it has full power and authority to enter into this MOU and perform the agreed services and has necessary infrastructure to perform the services under this MOU.
4. This MOU shall come into force from the Effective Date of this MOU and remain in force unless terminated by either party in writing by providing a 30-day notice of termination to the other party.
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. Amazon shall notify the Sellers about any changes related to seller fees or policies (including changes in payment policies) in accordance with the terms agreed upon with the Sellers (Annexure III & IV). Such notification shall be sent to the Sellers through one or more channels including via e-mail (on the e-mail IDs registered with Amazon) or an intimation through 'Seller Central' (online portal for Sellers), as provided in the terms agreed by Sellers and Amazon.  
Amazon will share information relating to impact of the Program with DAY-NULM as mutually agreed upon by the Parties in writing from time to time, subject to consent of the Sellers (as required) obtained by DAY-NULM, Amazon's policies and applicable laws.
8. Amazon shall ensure compliance on its part with all applicable laws and regulations of India in the performance of the services and in respect of the deliverables under this MoU.  
Nothing in this MoU shall constitute either Party or its employees as to be the legal representative, agent, joint venture or partner of DAY-NULM or Government(s) the other Party.
9. All notices referred to in this MoU shall be in writing through registered post or email to the Party at its address set out above.
10. In consideration of the mutual benefits that both Parties will derive from this understanding and considering that DAY-NULM is not a seller on Amazon.in, it has been agreed between the Parties that neither Party shall be obligated to pay the other Party any monies (including certain seller fees that may be applicable to the Sellers) in relation to the understanding under this MOU. Amazon agrees to provide the services under this MoU to all Sellers as per Annexure-II in accordance with Amazon's terms and policies. It is hereby clarified that DAY-NULM will not have any monetary obligation towards Amazon in this regard.