

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding ("MOU") is entered on 5th 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 ("**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; 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.

11. 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. The Trademark Usage Guidelines are outlined separately in Annexure-V and VI for each party and the same shall be followed by a party in using the trademark of the other party in the course of discharge of its obligations under this MOU.

12. DAY-NULM hereby grants to Amazon, a limited, India-wide, non-sub-licensable (except to the extent as permitted for discharging obligations relating to and under this MOU), non-exclusive, non-assignable, non-transferable license for the Term to use its trademarks or logos identified in Annexure VI ("**DAY-NULM Content**"), and may be construed to be provided for and on behalf of the Seller(s) to the extent such content relates to the Seller(s) or their products, solely to discharge its obligations under this MOU provided that such usage is in accordance with the DAY-NULM Trademark Usage Guidelines set forth under Annexure VI.

Amazon grants to DAY-NULM, a limited, India-wide, non-sub-licensable (except to the extent as permitted under this MOU), non-exclusive, non-assignable, non-transferable license for the Term to use its trademarks or logos identified in Annexure V ("**Amazon Logos**"), solely to discharge its obligations under this MOU provided that such usage is in accordance with the Amazon Trademark Usage Guidelines set forth under Annexure V. Subject to the foregoing DAY-NULM may at its own discretion allow the State Missions to use Amazon's logos for carrying out activities under this MoU including but not limited to electronic media campaigns (including social media), print media campaigns, outdoor publicity (including pamphlets, banners etc.), awareness generation programmes, press conferences and others. DAY-NULM hereby acknowledges and agrees that State Missions may only use Amazon Logos in accordance with the Amazon Trademark Usage Guidelines provided under Annexure-V.

All goodwill arising out of use of each party's marks shall inure to such party and its affiliates. Each party may monitor the other party's use of its own marks.

13. Both parties agree to hold all information provided by the other party, ("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. All discussions of the parties under or pursuant to this MOU shall be considered Confidential Information and may be disclosed by the receiving party only upon consent of the disclosing party. However, no obligation of confidentiality applies to any of the following information that:

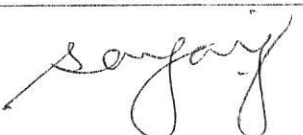

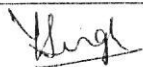
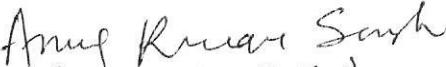
- a. is or becomes generally known or available to the public through no act or omission of the receiving party in breach of this clause.
- b. is disclosed as mandated under any applicable Indian law.
- c. is disclosed pursuant to a court order, provided the receiving party, at the request and expense 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.

15. This MOU may be modified only by a written addendum duly signed by each party's authorized persons.

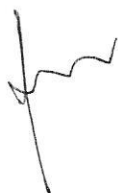
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SIGNED ON THESE PRESENTS OF MEMORANDUM OF UNDERSTANDING IN THE PRESENCE OF WITNESSES.

For DAY-NULM	For Amazon
	
(First Party)	(Second Party)
WITNESSES:	
 (YOGENDER SINGH) DIRECTOR (UD), MOHUA.	 (ANUP KUMAR SINGH) SA-MANAGER PUBLIC POLICY

A. DELIVERABLES BY STATE MISSION(s)

1. The deliverables of State Mission(s) under this MOU are as follows:

- a. State Missions will facilitate the Seller onboarding on the Marketplace.
- b. State Missions agree to identify cluster(s) with high density of SHGs producing high quality products (wherein **Cluster** refers to the geographical grouping of such SHGs), and state center(s) serving such clusters; and register one Seller account on the Marketplace, for each specific center as required, under the Program.
- c. State Missions will ensure that the Seller(s) has regular GST registration, PAN card, and a bank account specially for the purpose of the Program; and all the SHGs under respective State Missions will individually or collectively list their products on Amazon through the respective Seller accounts on the Marketplace; it is clarified that the Seller(s) shall be responsible for the products sold under its Seller account on the Marketplace.
- d. State Missions, will designate pick-up point(s) (pincode) for each center for the purpose of training members of SHGs, imaging and listing of their products on the Marketplace.
- e. State Missions shall undertake information, education and communication (IEC) activities regarding the Program.
- f. DAY-NULM will endeavour to ensure that the Seller(s) shall use the brand name which is to be designated by DAY- NULM under which umbrella the Seller's products shall be marketed and sold online under the Program.
- g. State Missions shall assign a designated nodal officer at the State level to manage a center and Seller accounts on the Marketplace on behalf of the State Mission Director. The responsibilities of the nodal officer will include end to end management of Seller account, including attending training workshops organized by Amazon, mobilizing SHGs for training, and enabling imaging and cataloguing for products listed by the Seller(s) on the Marketplace. The nodal officer, along with the State Mission Director of the respective State will be the points of contact to Amazon for all the queries and updates regarding their seller account on the Marketplace.
- h. State Missions shall ensure continuous functioning of the center(s) on holidays and weekends as per the actual requirements;



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- i. State Missions shall ensure insurance cover for products stored in the state center(s).
- j. The State Mission(s) shall ensure that:
 - (i) The Seller(s) shall be responsible to settle the accounts with the producer, SHGs or any issues relating to the same.
 - (ii) The Seller(s) shall maintain all the necessary administrative and financial records at their end for monitoring and accounting purposes.

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B. Deliverables by Amazon

1. The deliverables of Amazon under this MOU are as follows:

- a. Amazon will conduct training workshops at the center(s) provided by the DAY-NULM (at mutually convenient timings) to provide one-time training to each Seller to familiarize such Sellers about selling on Amazon.in.
- b. Amazon will ensure availability of product imaging service and cataloging service for their products at no cost to Seller(s) only during the month following the day of the training workshop for launching their products on Amazon.in.
- c. Amazon will provide post-launch refresher training support and handholding to Seller(s) on policy updates and process changes regarding their seller accounts on Amazon.in.
- d. Amazon will enable Seller(s) identified by DAY-NULM to launch their online business by listing and selling their products on Amazon.in. Amazon will provide product imaging and cataloging services for sellers onboarded pursuant to the Program and identified in writing by DAY-NULM to be part of the Amazon Saheli storefront, at the time of launch at designated locations.
- e. Marketing support: Seller(s) will be provided option to participate in varied marketing promotions on Amazon.in as provided to other sellers on Amazon.in. Sellers will also be added to Saheli storefront for an opportunity to avail additional marketing promotions.
- f. For Seller(s) who come through DAY-NULM, Amazon will promote them at events hosted by Amazon and publish advertisements, at its sole discretion.
- g. Amazon will provide a dedicated account manager to provide support to Sellers to operate their account on Amazon.in for a period of 3 months from the date of registration of such Seller's on Amazon.in. Amazon will also appoint a resource for strategic coordination with the governmental ministries and authorities.
- h. Amazon will carry out promotional campaigns with the Seller(s) about its association with the DAY-NULM (in respect of the Amazon Saheli program) after consulting with the DAY-NULM on the same.
- i. The Seller(s) shall not be required to pay any joining fee for registering as a seller on the Marketplace.
- j. The Seller accounts will be credited with the payment as per the timeline, terms and policies of Amazon, in compliance with the applicable laws of India.
- k. The term of the benefits under this Program for the Sellers is for a period of 12 months from the date of registration or June 2021 whichever is earlier.

Annexure III

The list of State Centers is given hereunder:

S.No	State	Name of Centers
1	Andhra Pradesh	Srikalahasthi (Tirupati), Visakhapatnam, Vijayawada, Machilipatnam.
2	Assam	Guwahati
3	Bihar	Patna, Bhagalpur
4	Goa	Panaji
5	Gujarat	Ahmedabad, Surat, Jamnagar, Junagarh
6	Himachal Pradesh	Shimla
7	Haryana	Gurugram
8	Jammu & Kashmir	Jammu, Srinagar
9	Jharkhand	Dhanbad, Ranchi
10	Karnataka	Bengaluru
11	Madhya Pradesh	Ujjain, Indore
12	Maharashtra	Mumbai - food, Mumbai non-food, Nagpur
13	Manipur	Imphal
14	Meghalaya	Shillong
15	Mizoram	Aizawl
16	Odisha	Bhuvneshwar
17	Puducherry	Puducherry
18	Punjab	Patiala
19	Rajasthan	Jaipur, Udaipur
20	Tamil Nadu	Chennai, Vellore, Coimbatore
21	Telangana	Adilabad, Karimnagar, Gadwal
22	Uttarakhand	Dehradun
23	Uttar Pradesh	Agra, Varanasi, Lucknow
24	West Bengal	Kolkata

AD

Annexure IV

The seller(s) of raw & organic food items shall comply with applicable laws in addition to **packaging/ labeling guidelines** of Amazon.

Primary Packaging image or labeling of the products should include the following declarations to ensure customer has complete information about the product:

- a. FSSAI Number
- b. Nutrition information
- c. Ingredient information
- d. Manufacturing date
- e. Expiry date
- f. Shelf Life
- g. Manufacturer/Importer Details
- h. Veg/Non-Veg mark
- i. Maximum Retail Price

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AMAZON TRADEMARK USAGE GUIDELINES

These Amazon Trademark Usage Guidelines ("**Trademark Guidelines**") are an integral part of the MOU (to which they are attached) and will apply to DAY-NULM's use of Amazon Logo (individually "**Amazon Logo**" and collectively "**Amazon Logos**") identified below or any other trademark as agreed to in writing by the parties, in materials that have been approved in advance by Amazon. Strict compliance with these Trademark Guidelines is required at all times, and any use of the Amazon Logo in violation of these Trademark Guidelines will automatically terminate any license related to DAY-NULM's use of the Amazon Logo.

- i. DAY-NULM may use the Amazon Logos solely to discharge obligations under this MOU and the use must: (i) comply with the most up-to-date version of the Amazon Logos; (ii) comply with the most up-to-date version of these Trademark Guidelines. DAY-NULM's use of Amazon's Logo must additionally comply with any other terms, conditions, or policies that Amazon may issue from time to time that apply to the use of the Amazon Logo. In the event there are any changes to these Trademark Guidelines, or any other terms, conditions or policies issued by Amazon, it will be Amazon's obligation to notify DAY-NULM of such changes.
- ii. Amazon will supply an approved image of the Amazon Logos for DAY-NULM to use. DAY-NULM may not alter Amazon Logos in any manner, including but not limited to, changing the proportion, color, or font of the Amazon Logo, or adding or removing any element(s) from the Amazon Logos.
- iii. DAY-NULM may not use the Amazon Logo in any manner that implies sponsorship or endorsement by Amazon other than by using the Amazon Logo as specifically authorized under the MOU.
- iv. DAY-NULM may not use the Amazon Logo to disparage Amazon, its products or services, or in a manner which, in Amazon's sole discretion, may diminish or otherwise damage or tarnish Amazon's goodwill in the Amazon Logo.
- v. Amazon Logos must appear by itself, with reasonable spacing between each side of the Amazon Logo and other visual, graphic or textual elements. Under no circumstance should the Amazon Logos be placed on any background which interferes with the readability or display of the Amazon Logo.
- vi. Unless otherwise approved by Amazon in writing, DAY-NULM must include the following statement in any material that display the Amazon Logo:

"[insert word marks and/or logos here] are trademarks of Amazon.com, Inc. or its affiliates."

- vii. DAY-NULM acknowledges that all rights to the Amazon Logo are the exclusive property of Amazon, and all goodwill generated through DAY-NULM's use of the Amazon Logo will inure to the sole benefit of Amazon. DAY-NULM will not take any action that is in conflict with Amazon's rights in, or ownership of, the Amazon Logo.
- viii. Amazon reserves the right, exercisable at its sole discretion to modify these Trademark Guidelines and/or the approved Amazon Logos at any time and to take appropriate action against any use without permission or any use that does not conform to these Trademark Guidelines.

If you have any questions about these Trademark Guidelines, please contact Amazon at:

trademarks@amazon.com
or write at: Amazon.com, Inc.,
Attention: Trademarks, PO Box 81226
Seattle, WA 98108-1226.

Amazon Logo:

amazon Saheli

amazon.in

DAY-NULM TRADEMARK USAGE GUIDELINES

These DAY-NULM Trademark Usage Guidelines ("**Trademark Guidelines**") are an integral part of the MOU (to which they are attached) and will apply to Amazon's use of DAY-NULM Logo (individually "**DAY-NULM Logo**" and collectively "DAY-NULM Logos") identified below or any other trademark as agreed to in writing by the parties, in materials that have been approved in advance by DAY-NULM. Strict compliance with these Trademark Guidelines is required at all times, and any use of the DAY-NULM Logo in violation of these Trademark Guidelines will automatically terminate any license related to Amazon's use of the DAY-NULM Logo.

Amazon may use DAY-NULM Logos solely to discharge obligations under this MOU and the use must: (i) comply with the most up-to-date version of the DAY-NULM Logos; (ii) comply with the most up-to-date version of these Trademark Guidelines. Amazon's use of DAY-NULM's Logo must additionally comply with any other terms, conditions, or policies that DAY-NULM may issue from time to time that apply to the use of the DAY-NULM Logo. In the event there are any changes to these Trademark Guidelines or any other terms, conditions or policies issued by DAY-NULM, it will be DAY-NULM's obligation to notify Amazon of such changes.

- i. DAY-NULM will supply an approved image of the DAY-NULM Logos for Amazon to use. Amazon may not alter DAY-NULM Logos in any manner, including but not limited to, changing the proportion, color, or font of the DAY-NULM Logo, or adding or removing any element(s) from the DAY-NULM Logos.
- ii. Amazon may not use the DAY-NULM Logo in any manner that implies sponsorship or endorsement by DAY-NULM other than by using the DAY-NULM Logo as specifically authorized under the MOU.
- iii. Amazon may not use the DAY-NULM Logo to disparage DAY-NULM, its products or services, or in a manner which, in DAY-NULM's sole discretion, may diminish or otherwise damage or tarnish DAY-NULM's goodwill in the DAY-NULM Logo.
- iv. DAY-NULM Logos must appear by itself, with reasonable spacing between each side of the DAY-NULM Logo and other visual, graphic or textual elements. Under no circumstance should the DAY-NULM Logos be placed on any background which interferes with the readability or display of the DAY-NULM Logo.
- v. Unless otherwise approved by DAY-NULM in writing, Amazon must include the following statement in any material that display the DAY-NULM Logo:

"[insert word marks and/or logos here] are property of DAY- NULM"

- vi. Amazon acknowledges that all rights to the DAY-NULM Logo are the exclusive property of DAY-NULM, and all goodwill generated through Amazon's use of the DAY-NULM Logo will inure to the sole benefit of DAY-NULM. Amazon will not take any action that is in conflict with DAY-NULM's rights in, or ownership of, the DAY-NULM Logo.
- vii. DAY-NULM reserves the right, exercisable at its sole discretion to modify these Trademark Guidelines and/or the approved DAY-NULM Logos at any time and to take appropriate action against any use without permission or any use that does not conform to these Trademark Guidelines.

If you have any questions about these Trademark Guidelines, please contact DAY-NULM at:

National Mission Manager,
Information, Education, Communication

DAY- NULM LOGO:

DAY-NULM

Deendayal Antyodaya Yojana-National
Urban Livelihoods Mission
