



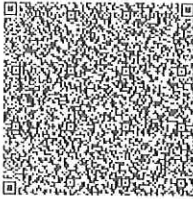
सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP82237766338071T  
Certificate Issued Date : 27-Dec-2021 03:18 PM  
Account Reference : NEWIMPACC (SV)/ up14664104/ LUCKNOW SADAR/ UP-LKN  
Unique Doc. Reference : SUBIN-UPUP1466410454978722471555T  
Purchased by : INDIAN INDUSTRIES ASSOCIATION  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : INDIAN INDUSTRIES ASSOCIATION  
Second Party : GOVERNMENT E MARKET PLACE  
Stamp Duty Paid By : INDIAN INDUSTRIES ASSOCIATION  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



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**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding [MOU] will form the basis of cooperation between

**GOVERNMENT e MARKETPLACE**  
and

**INDIAN INDUSTRIES ASSOCIATION**

This Memorandum Of Understanding [MOU] executed on 29 day of December 21 between the Government e-Marketplace, a Special Purpose Vehicle [SPV] under the aegis of the Ministry of Commerce, Government of India, registered as a Section 8 company under the Companies

**Statutory Alert:**

1. The authenticity of the Stamp certificate should be verified at 'www.shcilstamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

*Yashpal*

Act 2013, having its registered office at 2<sup>nd</sup> Floor, Jeevan Tara Building, Patel Chowk, New Delhi 110 001, [hereinafter referred as GeM] and represented by Shri YK Pathak, Additional Executive Officer, GeM, which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the FIRST PART;

AND

INDIAN INDUSTRIES ASSOCIATION, a not-for-profit organization nurturing entrepreneurship and supporting innovative, globally competitive Micro, Small and Medium Enterprises [MSMEs] in India, having its Headquarters in IIA Bhawan, Vibhuti Khand, Phase II, Gomti Nagar, Lucknow, Uttar Pradesh – 226 010 [hereinafter referred as IIA], represented by Shri Ashok Agarwal, President which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the SECOND PART.

WHEREAS GeM and the IIA are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS SME members of IIA are hereinafter collectively referred to as the "Stakeholders" and individually as the "Stakeholder".

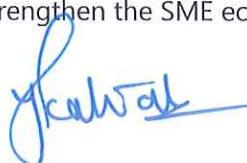
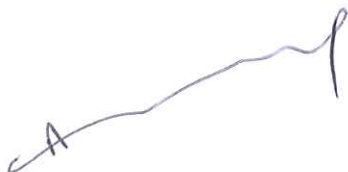
### 1. Background

- 1.1 GeM is a National Public Procurement Portal, offering end-to-end online marketplace for Ministries/ Departments of Central and State Government, Public Sector Undertakings (Central and State Governments), Autonomous Institutions and local bodies, for procurement of common use goods and services. GeM is registered Section 8 Company, under the Companies Act, 2013 and incorporated as a Special Purpose Vehicle under the aegis of the Ministry of Commerce and Industry.
- 1.2 Indian Industries Association (IIA) is an apex representative body of Micro, Small and Medium Enterprises (MSME) with a strong membership base of about 9611 Micro, Small and Medium Enterprises (MSMEs). IIA operates on the board based objective of fostering co-operation and support for the promotion of Micro, Small & Medium Enterprises, and is an active and permanent member of more than 30 consultative committees/boards/expert groups formed by Govt. of India and the State Government.

### 3. Purpose of the MOU

Parties agree to collaborate under this MOU as follows;

- 2.1. To collaborate and jointly run capacity building workshops and training programs pertaining to GeM, for stakeholders associated with IIA and their stakeholders,
- 2.2. IIA shall endeavour to on-board interested stakeholders associated with it, as sellers on to GeM portal,
- 2.3. GeM will endeavour to share and promote various IIA initiatives with stakeholders registered on its portal to strengthen the SME ecosystem, and



2.4. Parties shall partner to collaborate on initiatives of National importance such as Startup India, Womaniya initiatives, National Livelihoods Mission [Rural and Urban] etc.

### 3. Areas of Cooperation

3.1 In furtherance of the aforesaid, both Parties shall endeavour to collaborate in capacity building, value-added services, research and publications, and promotion of programs and activities listed in Annexure 1 [attached]

### 4. Information and Confidentiality Obligation

4.1 The Parties shall, on a regular basis, discuss and consult on matters of common interest to achieve the purpose of this MOU.

4.2 For the purpose of this MOU, parties may share confidential information with each other, in written or oral, information such as projection, data, know how, design, materials, etc. which are confidential in nature. The recipient is obligated to keep such information confidential and not disclose it nor to permit the disclosure of it to any third party, except in accordance with the provisions stated herein and undertake to use the confidential information solely for the purpose of this agreement and not to make any third party use such information, whether commercial or non-commercial, without the prior written consent of the disclosing Party.

4.3 Exceptions to confidentiality obligation as practiced and understood in common parlance of confidentiality obligation shall apply to the Parties.

4.4 The obligation of confidentiality created pursuant to this clause shall be in force for a period of 3 years after termination or expiry of this MOU, whichever is earlier.

### 5. Use of name and logo

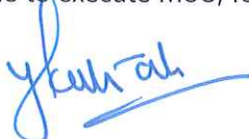
5.1 Save as expressly permitted herein, each party shall use the name, logo and trademarks of the other party only for the purpose of this MOU as defined herein.

5.2 During the term of the MOU, each Party is permitted to use the other Party's name, logo and trademarks for the purpose of publicizing the MOU and subject to the confidentiality obligations stated herein, when making reference to this MOU, each party undertakes to use the other's name in good faith reflecting accurately the agreed upon nature of the collaboration contemplated hereunder, and only in relation to or in furtherance of this MOU.

### 6. Funding and Financial Responsibilities

6.1 Each party will bear its respective costs for carrying out its obligations under the MOU, unless otherwise agreed to in writing by the parties for implementing the scope of service.

6.2 With mutual consent, both parties may discuss and share/ reimburse expenses as discussed and mutually decide to execute MoU, for all such programs and initiatives.



## 7. Indemnification

7.1 Each party shall indemnify and hold harmless the other party including their respective officers, directors, employees, representatives, affiliates, successors and assigns, from and against all claims, demands, costs, liabilities, losses, expenses, adverse judgement and damages arising out of or in connection with this MOU arising out of the Indemnifier's gross negligence or wilful misconduct in performing any of its obligations under this MOU.

## 8. Termination Clause

8.1 This MOU shall become effective from the date of execution as signed by both Parties, and continue in effect until the 5<sup>th</sup> anniversary of such date, unless terminated earlier by either Party upon notice to the other.

8.2 Each party shall have the right to terminate the MOU by giving 3 months' notice in writing to the other party, at any time.

8.3 Termination by either side shall not affect any prior obligation, project or activity already in progress.

## 9. Amendment Clause

9.1 This MOU may be modified or amended by written agreement between both the parties.

9.2 If it is hereby agreed that this signed MOU can be put in the public domain by both the Parties.

## 10. Intellectual Property

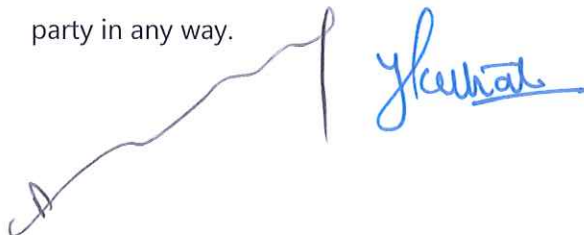
10.1 Nothing in this MOU is intended to grant either Party a right to use the intellectual property of the other Party.

10.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

10.3 Any intellectual property rights resulting from work carried out through the joint efforts shall be jointly owned by the Parties.

## 10. Miscellaneous Provisions

11.1 This MOU is entered into between the Parties on a principal to principal basis and nothing in this MOU shall constitute or be deemed to constitute a partnership or agency between the Parties hereto and the Parties shall not have any authority to bind the other party in any way.



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11.2 This MOU shall be governed and construed in accordance with the laws of India. Any differences or disputes arising out of or in connection with this MOU shall be subject to exclusive jurisdiction of courts at New Delhi only.

11.3 Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.

## 10. Key Points of Contact

10.1 To facilitate the implementation of overall arrangements between the Parties, the focal points for all purposes associated with this MOU and the channel of communication will be;

For GeM:

Additional CEO & CFO

Tel:

For IIA:

President

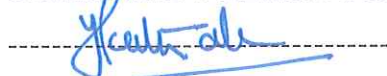
Indian Industries Association

Tel:

Either Party may, by written notice to the other Party, designate additional focal points or substitute other focal points for those indicated in this section.

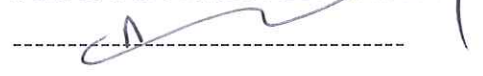
IN WITNESS WHEREOF, the parties have signed this MOU in Bareilly, UP on 29<sup>th</sup> December 2021.

GOVERNMENT e-MARKETPLACE



YK Pathak  
ACEO & CFO

INDIAN INDUSTRIES ASSOCIATION



Ashok Agarwal  
President

In the presence of witnesses;

WITNESS 1

[Signature]



Anurag Awasthi,  
Product Manager, GeM

WITNESS 2

[Signature]



Dinesh Goyal,  
General Secretary, IIA

xx—THE END—xx

## **Annexure 1 – Areas of Cooperation**

### **1. Collaboration in areas, including;**

- 1.1. Facilitate interested IIA stakeholders, to onboard/ register on GeM platform as sellers,
- 1.2. Providing value-added services to MSMEs, Women entrepreneurs, Startups, SHGs, and various other beneficiaries within the IIA ecosystem, and
- 1.3. Promotion of social initiatives at GeM; i) MSME Udyam, ii) Womaniya, iii) Startup Runway, iv) Divyangjan, v) Saras Ajeevika, vi) handicraft and handloom, vii) bamboo products and forthcoming platforms with IIA stakeholders.

### **2. Strengthen capacity building**

- 2.1. Facilitate capacity building initiatives among IIA stakeholders to register and transact through GeM portal at regional level,
- 2.2. Jointly support the training and capacity building of personnel from IIA stakeholders, and
- 2.3. Facilitate capacity building of personnel at IIA and its stakeholders, as Master Trainers in various aspects of conducting business on the GeM portal and provide access to GeM Learning Management System [LMS].

### **3. Value-added services**

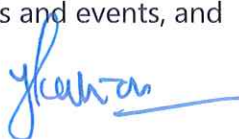
- 3.1. Facilitating networking, workshops, marketing events, awards and recognitions, focus initiatives on IIA stakeholders within the IIA ecosystem, through IIA offices, etc.
- 3.2. Both parties will mutually invite and participate in programmes being implemented by respective parties at local, state and national level to promote various schemes for benefit of IIA stakeholders.

### **4. Research and Publications**

- 4.1 Shall carry out analysis and studies on issues of common interest, thereby building an effective knowledge partnership,
- 4.2 Participate in research, surveys and data collection, exchange of information and data, documentation and research materials in the field of procurement and build a knowledge repository, and
- 4.3 Production and dissemination of publications, newsletters and or journals and research analysis by both parties, that promote and support the findings of the assessment on a national platform and mutual participation in knowledge sharing activities.

### **5. Promotion:** Both the parties to;

- 5.1 Disseminate information about promotion and development of Women Entrepreneurs, Start-ups, MSMEs, rural/ urban artisans, weavers and SC/ ST entrepreneurs on their portals and events, and



- 5.2 Use GeM and IIA logos in documentation related to the cooperation projects and activities in accordance with the current policies of each organization.
- 5.3 Jointly network with local organizations, institutes and sector specific clusters, and
- 5.4 Share the testimonials on mutual initiatives from senior officials and partners.
6. Any other matter with mutual consent of both the parties.

xx—THE END—xx

