

Memorandum of understanding

This Memorandum of Understanding (“MoU”) is made on this 23rd day of June 2023.

BY AND BETWEEN

The Government of the State of Kerala, (hereinafter referred to as “**Govt. of Kerala**”) the **First Party**, acting through the **Industries & Commerce Department**, having its office at Thiruvananthapuram herein referred to as the **First Party**, which term and expression shall mean and include, unless repugnant to the context, its respective successors, assignees and administrators.

AND

Open Network for Digital Commerce (ONDC), a Section 8 company (CIN: U85300DL2021NPL391850) having its office at 7/6, August Kranti Marg, Siri Fort Institutional Area, Siri Fort, New Delhi, Delhi 110049; hereinafter referred to as the **Second Party**, which term and expression shall mean and include, unless repugnant to the context, its successors, assignees and administrators.

The First Party and Second Party shall hereinafter individually be referred to as “Party” and collectively as “Parties”.

1. Preamble:

- 1.1.** The Government of the State of Kerala is operating several initiatives to further opportunities for Micro, Small and Medium Enterprises (MSMEs), startups and the agriculture sectors.
- 1.2.** The Government of the State of Kerala, with a view to improve access and business opportunities for market participants in the aforesaid sectors, wishes to facilitate their digital transformation.
- 1.3.** Pursuant to this, it wishes to work with ONDC to provide support to such market participants to learn how ONDC works and how they can become participants in the ONDC Network.

2. Now, therefore, the Parties agree to the following:

2.1. Roles and responsibilities of the Second Party including but not limited to:

- 2.1.1.** Conducting workshops, organised by the First Party, to educate MSMEs, startups and market participants across sectors

- 2.1.2. Mentoring and support for onboarding of such market participants onto the ONDC Network
- 2.1.3. Facilitating such market participants in interacting with other existing participants in the ONDC Network
- 2.1.4. Preparing and/or arranging for the training materials required for the workshops
- 2.1.5. Providing any other support or undertaking any other activities as mutually agreed upon by the Parties

2.2. Roles and responsibilities of the First Party including but not limited to:

- 2.2.1. Hosting and organising workshops for MSMEs, startups and market participants across sectors
- 2.2.2. Promotion of such workshops to encourage wide participation
- 2.2.3. Securing/providing the necessary clearances and permissions required to conduct such workshops
- 2.2.4. Securing/allocating the funds required for conducting these workshops, not including any expenses incurred by the employees or representatives of the Second Party
- 2.2.5. Securing/allocating the funds required for hiring/buying equipment (such as computers, projectors, screens etc.) for conducting the workshops
- 2.2.6. Providing any other support as may be required, as mutually agreed upon by the Parties

2.3. Relationship of Parties:

This MoU shall not constitute or create a joint venture, partnership, consortium, pooling arrangement, or any other form of business arrangement or organisation. The rights and obligations of the Parties are only those expressly set forth. Each Party shall act as an independent contractor and not as an agent or partner of the other for any purpose whatsoever. Neither Party shall have the authority to bind the other Party or make any commitments of any kind for or on behalf of the other Party, except as specifically provided herein.

2.4. Confidentiality:

In the performance of this MoU, each Party may have access to confidential, proprietary or trade secret information owned or provided by the other Party ("Confidential Information"). All Confidential Information supplied by the disclosing Party to the receiving Party pursuant to this MoU shall remain the exclusive property of the disclosing Party. The receiving Party shall use such Confidential Information only for the purpose of this MoU and shall not copy, disclose, convey or transfer any of the Confidential Information or any part thereof to any third party. Neither Party shall have any obligation with respect to Confidential Information which:

- (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party;
- (ii) was previously known to the receiving Party or rightly received by a receiving Party from a third Party; or
- (iii) is independently developed by the receiving Party. Parties shall not disclose any confidential or commercially sensitive information or knowledge acquired in the course of implementing this MoU to any natural or legal person without the prior written consent of the other Party.

2.5. Termination of engagement and exit policy:

This MoU will commence from 23rd June, 2023 and shall remain in force till 22nd June 2026 ("Term") unless sooner terminated by either Party under the provisions of this MoU. Upon completion of the Term, the Parties may mutually renew this MoU upon terms and conditions mutually decided by them. Either Party may terminate the MoU with or without cause by giving one (1) month advance notice in writing to the other Party, and the MoU shall stand terminated at the expiry of notice period.

2.6. Financial commitments:

The Parties are entering into this MoU for mutual benefit. This MoU creates no financial obligation on the part of either Party.

2.7. Non-exclusivity:

This MoU shall not be exclusive in nature. Both Parties are at liberty to have such MoUs with third-Parties.

2.8. MoU to be non-binding:

The Parties acknowledge and agree that, save for this Clause, Clauses 2.3 (Relationship of Parties), 2.4 (Confidentiality), 2.5 (Term and Termination), 2.6 (Financial Commitments) and 2.7 (Non-exclusivity), this MoU shall not be legally binding, but sets out the understandings reached by the Parties with respect to the collaboration set forth in Clauses 2.1 (Roles and responsibilities of the Second Party) and 2.2 (Roles and responsibilities of the First Party).

The understandings reached by the Parties in this MoU shall comprise only a general scope of rights and obligations of each Party and the specific scope, initiatives, terms and conditions, and deliverables of the collaboration shall be further discussed, agreed and confirmed by the Parties by way of definitive or supplemental agreement(s) superseding this MoU.

2.9. Savings:

Any item which may have inadvertently been left out, but is pertinent to the Intent of this MoU, may be added later, as mutually agreed upon by the Parties, qua the same as if added at the time of the framing and signing of this MoU.

2.10. Governing law, jurisdiction and dispute resolution:

- 2.10.1. This MoU and the rights and responsibilities of the Parties under or arising out of this MoU shall be construed and enforced in accordance with the laws of India.
 - 2.10.2. The Parties shall endeavor to amicably and mutually resolve any dispute that may arise between them out of or in connection with this MoU or any conflict of interpretation of this MoU.
 - 2.10.3. If the Parties fail to amicably resolve the dispute, then either of the Parties may refer such dispute to the courts situated at Delhi for final adjudication.
- 2.11.** The number of workshops and obligations regarding the minimum number of MSMEs to be onboarded may be finalized in due course as per the mutual agreement with the Industries department
- 2.12.** MSMEs onboarded to ONDC Network sign a contract with their respective Network Participants. The duration of the support to the onboarded MSMEs is based on the proposed contract between MSME and the respective Network Participant

In witness whereof the Parties have caused their authorized representatives to sign this MoU on the date mentioned hereinabove.

For and on behalf of the **First Party**:

Signature:

Name: **Suman Billa IAS**

Designation: Principal Secretary (Industries)

For and on behalf of the **Second Party**:

Signature:

Name: **T. Koshy**

Designation: MD & CEO, ONDC

Witness 1:

Signature:

Name: **S. Harikishore IAS**

Designation: Director of Industries and Commerce

Witness 2:

Signature:

Name: **Nitin Nair**

Designation: Senior vice President, ONDC