

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is executed at New Delhi on 14th September, 2021 between:

Department of Agriculture and Farmers Welfare, Ministry of Agriculture & Farmers Welfare having its registered office at Krishi Bhawan, Rajendra Prasad Road, New Delhi, India-110001(hereinafter referred to as “**Department of Agriculture and Farmer Welfare**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART;

AND

Cisco Commerce India Private Limited, a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at Prestige Solitaire, Level - II, No.6 Brunton Road, Bengaluru, Karnataka, 560001, Karnataka, India (hereinafter referred to as “**Cisco**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the SECOND PART;

“Department of Agriculture and Farmer Welfare” and “Cisco” are referred individually as a “Party” and collectively as “Parties”.

BACKGROUND:

- A. The **Department of Agriculture and Farmers Welfare (DA&FW)**, a branch of the Government of India, is the apex body for formulation and administration of the rules and regulations and laws related to agriculture in India. The three broad areas of scope for the Ministry are agriculture, co-operation and farmers welfare. **Department of Agriculture and Farmer Welfare**, Co-operation and Farmers Welfare's responsibilities are assigned to it in the Government of India (Allocation of Business) Rules, 1961 as amended from time to time. Co-operation in this context refers largely to promote farmer co-operative movements. The Department's focus has now shifted to improving the farmers' welfare and a goal has been set to double the farmers' incomes. The administrative head of the DAC&FW is the Secretary of the department.
- B. Cisco is shaping the future of internet by continuously innovating and deploying constantly learning and adaptive technologies across Networking, Security, Collaboration, and the Cloud – building the platform for a Digital World. Cisco's technology runs the internet of today and forms the backbone of internet infrastructure. Cisco has its largest global development centre outside of USA in Bengaluru with considerable investment in R&D and innovation. Cisco has various initiatives to co-innovate with and accelerate start-ups and partners and also has direct and indirect investments in innovative companies in India.
- C. The Parties recognise the capabilities, interests, and resources that each Party brings; and are exploring the possibility of bringing together their capabilities and resources to further the joint ambitions in implementing digital agriculture that can directly help farmers as provided in Annexure 1. (the “Project”). The focus is to support the Department of Agriculture and Farmer Welfare's initiatives like the National Digital AgriStack and evolve National Farmer's database, create a unified platform for farmers to provide them end to end services across the agriculture food value chain (like crop analysis to post harvesting and e-marketplace) to support Government's vision of Doubling Farmer's Income. This would further enable bringing together the larger ecosystem of stakeholders including Micro, Small & Medium

Enterprises (MSMEs) to build solutions for farmers on the common data platform owned by States and Central ministries

OPERATIVE PROVISIONS:

1. Objective

The objective of this MOU is to describe the Parties' current understanding regarding their potential co-operation and collaboration on the Project and to facilitate further discussions, including:

- a. enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the needs and capabilities of both Parties to fulfil their respective commitments relating to the Project; and
 - b. setting out the possible framework, structures, working relationships, directions, work plans and future commitments of the Parties in relation to the Project.
2. The MOU is built between the Parties with a vision to enable larger ecosystem for creating an agriculture platform for farmers. The detailed objective, purpose of association, area of collaboration between the Parties are given in Annexure 1. As per the progress of the phases, several stakeholders may join towards delivering their scope on the platform. Hence, in order to introduce such stakeholders for their specific role as integral to overall system, Annexure 1 may be expanded. Each engagement with the stakeholder shall be complete in itself from start to end with scope definition, methodology of execution, deliverables, activity-responsibility-timeline matrix, dependencies, risks & risk mitigation plan, required terms & conditions, and other aspects.

3. Contributions

Each contribution including Smart Agriculture Platform ("Software"), a third party software is subject, where applicable, to licensing terms directly from respective OEM i.e. Quantela, as applicable and obtaining necessary approvals.

4. Term and Termination

- a. This MOU commences on the Execution Date hereof and shall be valid for a period of twelve (12 months) from implementation of Software or till 31 Dec 2022, whichever is earlier.
 - b. The Parties may upon mutual agreement extend the term of this MOU in writing.
 - c. Either Party may terminate this MOU at any time by giving a 30 (thirty) days' prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.
 - d. On termination of this MOU, each Party agrees to return all properties (e.g. content, technology, software, documentation, etc.) owned or provided by the other Party and otherwise has no continuing obligation to the other Party except for any provision that survives the termination of this MOU as expressly provided herein.
5. **Expenses**

Each Party will bear its own costs and expenses incurred in connection with the performance of its obligations under this MOU and any other matter relating to this MOU.

6. Non-exclusivity

This MOU is non-exclusive. Nothing in this MOU restricts either Party from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MOU or any other matter.

7. Assignment

Neither Party may assign its right(s) or sub-contract or transfer all or any of its rights, benefits and obligations under this MoU without obtaining the prior written consent of the other Party. Cisco may engage third-party partners/ sub-contractors for execution of the activities related to this MOU with the prior consent of the Department of Agriculture and Farmer Welfare, which consent shall not be unreasonably withheld, and subject to the overall conditions of this MOU which may be applicable to the partners/sub-contractors.

8. Amendments or Modification

Any amendment or modification to this MOU must be mutually agreed upon in writing and signed by duly authorised representatives of both the Parties. Modification or amendment in any other form are void.

9. Confidentiality and Data Protection

- a. In case Cisco brings in partners under this MOU, the same confidentiality clauses hereunder would apply to the partners as well.
- b. "Confidential Information" means the confidential, proprietary, the electronic data of either parties without specific mention about confidentiality and trade secret information of the disclosing Party to be disclosed by the disclosing Party under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a confidentiality legend or (2) does not bear any confidentiality legend, if the receiving Party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.
- c. 'Confidential Information' shall not, however, include any information which: -
 - i. is, or becomes, publicly available otherwise than through a breach of this Clause 9 or any other duty of confidence by the receiving Party;
 - ii. was lawfully made known to the receiving Party by a third party without any obligation to keep it confidential; or
 - iii. is independently developed by the receiving Party without breach of this Clause 9 or any other duty of confidence.
 - iv. required to be disclosed by the receiving Party pursuant to a court order, any relevant statutory or regulatory requirement or duty to a government authority/regulator, or any requirement of the applicable law, provided that the receiving Party provides notice to the disclosing Party on the legal requirement for disclosure, where practicable.
- d. The receiving Party agrees, immediately upon termination of this MOU or within five (5) days from the written request of the disclosing Party, whichever is earlier, to promptly

deliver to the disclosing Party, all Confidential Information in whatsoever form, in the possession of the receiving Party.

- e. If any personal identifiable information/ data is collected, stored, or processed under the scope of this MOU, the Parties shall comply with all the applicable data privacy/data protection laws, rules and regulations at all times. The Department of Agriculture and Farmer Welfare, as the data fiduciary hereunder, shall ensure that all the requisite consents are obtained in accordance with the applicable data privacy/data protection laws, rules, and regulations.

10. License and Intellectual Property Rights

- a. For the purposes of this MOU, "Intellectual Property" ("IP") means, including but not limited to, any patent, registered design, copyright, design right, trademark, application to register any of the aforementioned rights, and any other intellectual property right of any nature whatsoever in any part of the world.
- b. No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppels or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing. Neither Party shall gain by virtue of this MOU any rights of ownership of copyrights, patents, designs, trademarks, trade secrets or any other IP rights owned by the other Party.
- c. The Parties agree:
 - i. The Parties are not jointly developing IP, but if they were to decide to, they would only do so under terms to be mutually agreed in writing; and
 - ii. Both Parties will take all necessary steps to protect the knowledge documents shared by the Parties.

11. Relationship of the Parties

- 1. Nothing in this MOU is intended to establish or create a partnership, joint venture or other formal business entity between the Parties and neither of them has any authority to bind the other in any way. This MOU does not constitute any Party the agent of the other Party or constitute any other fiduciary relationship between the Parties. All commercial opportunities are considered separate and distinct from this collaboration. Both Parties acknowledge that this MOU shall not create a preference or obligation to enter into a future contract/commercial agreement, and no promise or commitment has been made by a Party for any future award of contract.
- 2. Conflict of interest - Neither of the Parties believes that the collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The Parties agree that this MOU and the negotiation of the same (and any other agreements entered into in connection herewith) are independent of any past, present or potential future arrangements, and are not connected to an existing business relationship between either of the Parties

12. Binding Provisions

- 1. Save as expressly provided herein, this MOU does not constitute an enforceable or binding agreement between the Parties but merely a statement of their intention and understanding. Consequently, neither Party may assert any claim for damages or injury arising from this MOU or reliance on any of the provisions of this MOU, except for those provisions that are expressly identified as binding.
- 2. The Parties agree that Clauses 4 (Term and Termination), 5 (Expenses), 7 (Assignment), 8 (Amendments or Modification), 9 (Confidentiality and Data Protection), 10 (License and Intellectual Property Rights), 11 (Relationship of the Parties), 12 (Binding Provisions), 13(Limitation of Liability),14 (Foreign Corrupt Practices) and 15 (Export,

Re-export, Use and Transfer Controls), 16 (Usage of Logo and Publicity), 17 (Dispute Resolution) of this MOU are binding and enforceable against the Parties.

1. Nothing in this MOU obliges a Party to or constitutes a representation by either Party that it will enter into a binding agreement with the other Party.
2. Department of Agriculture and Farmer Welfare acknowledges that any binding terms related to licensing can only be offered in a licensing agreement approved in writing by Cisco.

13. Limitation of Liability

a. To the fullest extent permitted by law:

Neither Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential, punitive or special loss or damage.

b. No limitation or exclusions will apply to liability arising out of a Party's breach of its confidentiality obligations described in Clause 9 (Confidentiality and Data Protection) or Clause 10 (License and Intellectual Property Rights) of this MOU.

14. Foreign Corrupt Practices

Each Party and its respective employees, independent contractors, representatives or agents shall not promise, authorize or make any payment to, or otherwise contribute any item of value to directly or indirectly, any official in each case, in violation of Foreign Corrupt Practice Act, 1977 ("FCPA"), or Prevention of Corruption Act, 1988 ("PCA") or any other applicable anti bribery or anti-corruption law. Each Party further represents that it shall maintain systems of internal controls to ensure compliance with applicable anti-bribery or anti-corruption law.

15. Export, Re-Export, Transfer & Use Controls

Department of Agriculture and Farmer Welfare shall not, without Cisco's consent, export, re-export, transfer to a third party any Cisco Products, Technology (whether supplied directly or indirectly) and Information provided under this MOU and if either Party plans to do the same after consent of Cisco, the same will be subject to export controls under the laws and regulations of the United States ("U.S."). All the Parties agree to provide to each other any information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

16. Usage of Logo and Publicity

No Party shall be allowed to use logo and/or advertise this MOU or make any public announcement about the MOU and /or the scope of proposed engagement without the prior written consent of such other Party. However, DAC&FW can make any public announcement as per activities outlined in this MOU and share the contents of the MoU under the Right to Information Act or make proactive disclosure

17. Dispute Resolution

All disputes and differences arising out of or in connection with any of the matters set out in this MOU; ("**Dispute**"), the Parties shall try to resolve such Dispute amicably within 30 (thirty) days. If not resolved by amicable settlement within 30 (thirty) days from such Dispute, then the aggrieved Party may approach the Courts of India. The laws of India govern this MOU, without reference to conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods, and the Indian courts at New Delhi shall have the exclusive jurisdiction to resolve any disputes arising under this MOU.

18. Notices

All notices required to be given under this MOU shall be in writing and may be served in person, sent by pre-paid mail to the Party's address as set out in this MOU or sent by facsimile or electronic mail to the number or address as specified by the other party.

- (i) in the case of Notice to Department of Agriculture and Farmer Welfare, to:

Address: Krishi Bhavan, Dr Rajendra Prasad Road, New Delhi, Delhi 110001

- (ii) in the case of Notice to Cisco, to:

Address: Cisco Commerce India Private Limited,
Plot 66-C, G Block Bandra Kurla Complex Bandra East,
Mumbai 400 051, Maharashtra, India.

Attention of: Lokesh Lohiya, Business Development
Director, Digital Transformation Office
Phone: +91 22 4043 4142
Email: llohiya@cisco.com

19. Force Majeure

- a. A Party shall not be liable for any event that is beyond the control of that Party, including acts of God, terrorism, explosions, floods, mechanical breakdowns, strikes, labour unrest, breakdown in essential utilities, war, riots etc.
- b. On the occurrence of an event of Force Majeure, the affected Party shall immediately inform the other Party of the event and shall continue to perform all of its other obligations hereunder to the extent reasonably possible.
- c. If the Force Majeure event continues for a period of forty-five (45) days and the Parties are unable to identify a workable alternative, a Party may terminate this MOU with no liability to either Party.


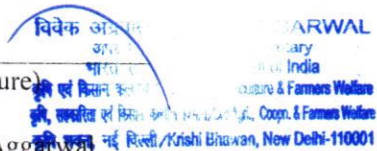
20. General

- a. This MOU constitutes the entire agreement between the Parties with respect to the subject matter herein. All prior agreements, representations, and statements with respect to such subject matter and all past courses of dealing or industry custom are superseded. This MOU may be signed in multiple counterparts, each of which counterpart is to be considered an original. Should any portion of this MOU be determined to be invalid, illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.
- b. The Department of Agriculture and Farmer Welfare confirms its willingness to participate in the Cisco's Initiative, and acceptance of this arrangement.

This MOU is signed by the Parties on Execution Date

DEPARTMENT OF AGRICULTURE AND FARMER WELFARE

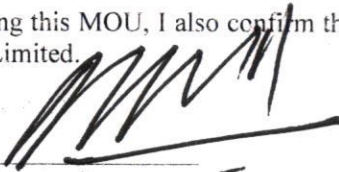
By signing this MOU, I also confirm that I am authorised to sign on behalf of Department of Agriculture and Farmer Welfare


(signature) 
Shri. Vivek Aggarwal
Krishi Bhawan, New Delhi-110001

Additional Secretary,
Department of Agriculture and Farmer Welfare

CISCO COMMERCE INDIA PRIVATE LIMITED

By signing this MOU, I also confirm that I am authorised to sign on behalf of Cisco Commerce India Private Limited.


(signature)

Shri. Harish Krishnan
Managing Director and Chief Policy Officer

Annexure 1

Solution overview:

Cisco, along with industry partner Quantela, has developed Agriculture Digital Infrastructure (ADI) solution, which includes hardware and software components for better farming and knowledge sharing. A common software platform – Smart Agriculture Platform integrates the sensors and information available from Department and Satellite Data processing solution into one single dashboard providing real time status. Proofs of Concept (POC) have been implemented in select districts in target states. Key information pertaining to insights on crop forecasting, weather patterns, plant disease patterns, soil quality, moisture content, etc. are being gathered through the POC which are either completed or underway.

The insights gathered under these POCs by consolidating information from farms and farmers will play a critical role to the data pool to be created under the National Agri Stack by the Ministry of Agriculture. The POCs will also support creation of an innovative model of gathering insights from Cisco's ADI and Smart Platform from other states.

Cisco's Digitization Initiative Details

<p>Summary of the Digitization Initiative</p>	<p>Cisco will support Department of Agriculture and Farmer Welfare with implementation of two POCs with the Smart Agriculture Platform solution in two districts for a period of one year. During this period, the proprietary software will be provided at zero cost to the Department of Agriculture and Farmer Welfare to be attributed to the administration of the state/district responsible for the agritech initiatives of the said districts.</p> <p>In addition, Cisco will share insights on digital agricultural use cases collected through POCs conducted or underway in partnership with state governments in India. Cisco will support conceptualization of the Living Lab on the lines of the various POCs conducted in India and extend linkages to agritech startup community supported by Cisco's CSR and corporate accelerator, Cisco Launchpad.</p>
<p>Cisco Contribution</p>	<ul style="list-style-type: none"> • Program conceptualization and preparation (POC): <ol style="list-style-type: none"> a. Cisco will conceptualize a Proof of Concept in effective knowledge sharing between farmers, administration, academia and industry in two districts in India, which are Kaithal in Haryana and Morena in Madhya Pradesh. The conceptualization will be done in collaboration with the Ministry of Agriculture, state/district administration of two districts. b. Subject Matter Expertise (SME) to evolve the proposed initiative. c. As a global leader in secure, world-class ICT technologies Cisco will support the Department of Agriculture and Farmer Welfare to build Agriculture Digital Infrastructure (ADI), DevOps, Collaboration Suite, IoT, Analytics, AI, ML and as required and mutually agreed d. Provide technical expertise with respect to ICT and IoT in agriculture, as required and mutually agreed towards capacity

building of stakeholders and officials of various groups involved in the project.

- **Program implementation (POC in two districts)**

- a. Cisco will support the Ministry of Agriculture by providing the software, i.e. Smart Agriculture Platform, which is part of the Agriculture Digital Infrastructure (ADI), at zero cost. This software is critical for the implementation of the POC
- b. The two (2) software licenses will be valid for a period of one year, not to be extended beyond December 31, 2022
- c. Cisco will also support with any customization required for the POC
- d. The Programme Director for the POCs to engage with the Department of Agriculture and Farmer Welfare and state/district administration during the tenure of the project (1 year) for support and review - Mr. Lokesh Lohiya, Director, Business Development, Cisco Systems India
- e. Cisco will support collation of analysis and insights from the digital agriculture use cases from the said POCs

- **Program Implementation (Others):**

- a. Provide analysis and insights from other Cisco's digital agriculture use cases from POCs on farm management and farmer services conducted or underway by Cisco since FY19 across different states in India
- b. Conceptualise a model for a Living Lab on the lines of the POCs conducted by Cisco in different states in India.
- c. For the above two points, a Programme Director will be Mr. Lokesh Lohiya, Director, Business Development, Cisco Systems India to engage with Department of Agriculture and Farmer Welfare
- d. Extend active linkage to the start-ups supported by Cisco under our CSR Programs and corporate accelerator (Cisco Launchpad)
 - i. **Cisco Agri Challenge:** Cisco & its partner call for solutions that enhance profitability of small-scale farmers. Solutions with high potential, that deliver positive economic, social and environmental value will compete for an INR 2 Cr prize purse.
 - ii. **Cisco Krishi Mangal Accelerator:** Cisco and its partner are implementing the Krishi Mangal program, which is a scale-up accelerator for AgriTech start-ups by providing funding and technical support to startups.
 - iii. **Cisco Krishi Mangal Open Innovation Platform:** Engage via the agri-tech innovation platform created to connect mission-driven agri-tech innovators and entrepreneurs to interact and collaborate with various

	<p style="text-align: center;">stakeholders along the value chain.</p> <ul style="list-style-type: none"> • Promotion and expansion: <ol style="list-style-type: none"> a. Presentation of solution capability to be made to Ministry and concerned stakeholders. b. Partnership with a leading industry association and Ministry to conceptualize and implement one AgriTech Summit during the course of the partnership. c. Conceptualize a model for agriculture as a service model with ministry, states, and other stakeholders for national launch and farmer communication strategy to make the entire initiative self-sustained and growth-oriented. • Program Management/ Overall coordination towards successful building and execution of the proposed initiative and running project governance for the aspects with Cisco involvement.
<p>Ministry of Agriculture Contribution</p>	<p>A. Engagement leadership and guidance:</p> <ul style="list-style-type: none"> • Provide functional requirements for the proposed initiative. • Provide required data sets by engaging with concerned authorities for the initiative; Data security and ownership of data to reside with Ministry of Agriculture. • Engage states to provided required electronic/telecom hardware (like sensors, collaboration equipment) and other resources relevant to the implementation of the program • Offer Subject Matter Expertise (SME) to evolve the proposed initiative and pilot development. • Provide test cases and test data for validation of the proposed initiative. <p>B. Spearheading governance of stakeholders across ministries and states:</p> <ul style="list-style-type: none"> • Validate the proposed initiative's outcome and output aligned with the objective of the proposed initiative. • Create roadmap, calendar, and milestones for implementation of successful initiative. • Facilitate engagement with concerned Government authorities for showcasing the solution capability. • Preparation for formal partnership announcement with Cisco and Ministry with press release. • Conceptualize a model for agriculture as a service model with ministry, states, and other stakeholders for national launch and farmer communication strategy to make the entire initiative self-sustained and growth-oriented. • Engage with state governments where Cisco implemented POCs to obtain approvals and data sets.
<p>Period</p>	<p>12 months from Execution Date.</p>

Non-Disclosure Agreement

This is a **Non-Disclosure and Non-solicitation Agreement** (the "Agreement") is made on this day of 14th September, 2021:

- **Department of Agriculture and Farmers Welfare, Ministry of Agriculture & Farmers Welfare** having its registered office at Krishi Bhawan, Rajendra Prasad Road, New Delhi, India-110001(hereinafter referred to as "Department of Agriculture and Farmer Welfare") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART and
- CISCO Commerce India Private Limited, a Company within the meaning of the Companies Act, 2013, having its registered office at Prestige Solitaire, Level - II, No.6 Brunton Road, Bengaluru, Karnataka, 560001, Karnataka, India (hereinafter called "CISCO" which expression shall mean and include its assigns and successors- in business) of the OTHER PART

Each of the DEPARTMENT OF AGRICULTURE and FARMERS' WELFARE and CISCO hereinafter be individually referred to as the "**Party**" and collectively as the "**Parties**", as the context may require.

WHEREAS:

CISCO is engaged in business of providing technology solutions and related consultancy services in the field of Agri-value chain;

Department of Agriculture and Farmers Welfare (DA&FW), a branch of Government of India and is the apex body for formulation and administration of the rules and regulations and laws related to agriculture in India.

Department of Agriculture and Farmer Welfare has entered into a MOU dated 14th September, 2021 with CISCO and may enter into a definitive agreement concerning the scope of MOU (hereinafter "Proposed Transaction"), in this regard a Party may exchange certain Confidential Information to the Other Party including Department of Agriculture and Farmer Welfare will evaluate the credentials of the Project Managers of CISCO regarding past, current and future services in relation to the Proposed Transaction and related products, research and development, customers, business plans, software, listings, holdings, alliances, investments, transactions, intellectual property and rights associated thereto and general business operations;

Both Parties acknowledge that during the term of the Agreement, a Party may disclose, give, or otherwise provide (hereinafter "Disclosing Party") to other Party (hereinafter "Recipient") with certain proprietary or confidential information that is generally not made available to the public, whether of a technical, business, or other nature. Parties contemplate that the Receiving Party is willing to receive such Confidential Information subject to and in accordance with the terms of this Agreement for the sole objective of the Proposed Transaction and that the Disclosing Party will only transfer such Confidential Information to the Receiving Party to the extent necessary and incidental to fulfil the Proposed Transaction.

In view of the above, both Parties agree as follows:

1. Confidential Information

“Confidential Information” shall mean non-public information whether written or oral, and whether in paper or electronic format, that the Party disclosing, in connection with the Proposed Transaction, the information designates at the time of disclosure as being confidential, or, if disclosed orally or visually, is identified as such prior to disclosure, or which, under the circumstances surrounding the disclosure, the receiving Party knows or has reason to know should be treated as confidential without the need to be marked as such being related to the Proposed Transaction; Without limiting the foregoing, information related to each Party’s employees, customer lists, customer information, products, technical information, pricing information, information in the Purchase Order, pricing methodologies, or information regarding the disclosing party’s business planning or business operations shall be deemed Confidential Information without any marking or further designation.

Confidential Information does not include information, which:

- is generally available to the public at the time of its disclosure to **Recipient**;
- becomes known to the public through no fault/action of **Recipient** in violation of the terms herein;
- is legally known to **Recipient** at the time of disclosure by **Disclosing Party**;
- is furnished by **Disclosing Party** to third parties without restriction; or
- is furnished to **Recipient** by a third party other than through a breach of this Agreement by the Receiving Party.

2. Restrictions on Use

- a. **Recipient** will not disclose any Confidential Information to third parties without the prior written consent of Disclosing Party except to Recipient’s officers, employees, contractor, or advisors who (i) have a need to know the Confidential Information in connection with the Purpose, and (ii) are bound by confidentiality obligations to the Recipient no less strict than contained herein (“Representatives”). However, where **Recipient** is required to disclose Confidential Information in accordance with judicial or other governmental action, **Recipient** will give **Disclosing Party** reasonable prior notice and will provide reasonable cooperation to the Disclosing Party to seek a protective order against disclosure. If, following such efforts, disclosure remains compelled, then Recipient shall only disclose the minimum amount of information necessary to comply with such judicial or governmental action.
- b. **Recipient** will not use any Confidential Information for any purposes except those expressly contemplated or authorized by **Disclosing Party** in pursuance of this Agreement.
- c. **Recipient** will take the same reasonable security precautions with respect to the protection of the Confidential Information from authorized use or disclosure as it takes to safeguard its own confidential information, but in no case less than reasonable care.
- d. **Recipient** undertakes to impose the confidentiality obligations on its Representatives with respect to the Confidential Information.

- e. **Recipient** will return all originals, copies, reproductions and summaries of Confidential Information in its control on termination or expiry of this Agreement and confirm its destruction as requested by **Disclosing Party**.
- f. **Recipient** shall not, and shall not permit reverse engineering, disassembly, decompilation of the Confidential Information or any other analysis of the Confidential Information that is inconsistent with the Proposed Transaction.

3. **Return of Confidential Information**

If the Parties cease to be interested in the Proposed Transaction, and in any event, on written request by the Disclosing Party, the Receiving Party will promptly at its/their own cost and expense:

- a. return to the Disclosing Party, without keeping any copies, all documents containing Confidential Information and Personal Information (including reports, analysis, compilations, studies or other documents containing Confidential Information and Personal Information prepared by, or on behalf of, the Receiving Party (Secondary Information)); and
- b. permanently remove all Confidential Information and Personal Information from any computer, word processor, disk, memory stick or other device containing such Confidential and Personal Information, except when otherwise required by any internal policy or procedure relating to safeguarding or backup storage of electronic data, provided that the confidentiality provisions of this Agreement shall continue to apply to any Confidential Information and Personal Information retained, if allowed under the terms of this Agreement.

To the extent that such Confidential Information and Personal Information is permanently deleted or removed, the Receiving Party shall certify such removal in writing to the Disclosing Party.

This provision shall not apply to the extent that the Receiving Party or any Authorised Receiving Party are required to retain any such Confidential Information by any applicable law, rule or regulation (including rules and practices governing professionals) or by an order of any competent judicial, governmental, supervisory or regulatory body; however, it being understood that such Confidential Information must be kept confidential in accordance with the terms of this Agreement) and no Confidential Information shall be disclosed in contravention to the terms of this Agreement and with prior written consent of the Disclosing Party.

4. **Rights and Remedies**

- a. **Recipient** will notify **Disclosing Party** immediately upon discovery of any breach of this Agreement by **Recipient**, and will cooperate in every reasonable way to help **Disclosing Party** regain possession of the Confidential Information and prevent further breach.
- b. **Disclosing Party** will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- c. For the sake of clarity none of the Parties shall be liable for any indirect losses, loss of goodwill, loss of profit or any other consequential losses

5. Ownership and Warranties

- a. All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of **Disclosing Party** and no license under any patent, trademark, copyright or other intellectual property right is granted or conveyed hereby or by any disclosure of Confidential Information made hereunder.
- b. **Disclosing Party**, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.

6. Applicability of Provisions

(a) The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.

(b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.

(c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

7. Data Protection

Disclosing Party may hereinafter provide the Recipient with certain personal data or sensitive personal data or information (collectively "**Personal Information**") relating to an individual of Disclosing Party in accordance with the applicable laws, including the applicable data protection laws, which may be amended from time to time. Disclosing Party acknowledges that it has obtained consent from its employees to use their personal data in relation to this Agreement. The Recipient may hereby collect, use, transfer, store or otherwise process (collectively, "**Process/Processing**") the Personal Information in accordance with the following:

- a. The Recipient hereby agrees to abide by all the requirements under all applicable laws, including the applicable data protection laws;
- b. The Recipient hereby agree to abide by all instructions, documents and policies that may be issued to the Recipient by Disclosing Party with regard to the Processing of Personal Information; and
- c. The Recipient hereby represent that the Recipient has implemented technical and organizational security measures to protect the Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of Processing.

8. Publicity:

Neither Party may issue a news release, public announcement, advertisement or any other form of publicity concerning this Agreement. Any publicity pertaining to the other party's role in the purpose will require prior written consent to such publicity from the other Party.

9. Jurisdiction

This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in New Delhi.

10. Tenure and Survival

This Agreement shall commence from Effective Date and shall continue for period of one (1) year unless terminated as per the provisions of this Agreement.

Either Party can terminate the Agreement by providing the other Party 30 days' notice.

All obligations created by this Agreement shall survive expiry or termination of this Agreement for a period of three-year post termination or expiration of this Agreement.

11. Relationship of the Parties. Recipient agrees that Disclosing Party's participation in this Agreement in no way obligates the Parties to the formation of a business relationship or arrangement between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

CISCO Limited


Name : Shri. Harish Krishnan

Managing Director and
Chief Policy Officer

Date : September 14, 2021

Department of Agriculture and Farmer Welfare


Name : Shri. Vivek Aggarwal

Additional Secretary,
Department of Agriculture and Farmer Welfare

विवेक अग्रवाल / VIVEK AGGARWAL
आयुक्त सचिव / Additional Secretary
कृषि एवं किसान कल्याण विभाग, दिल्ली / Secretary
कृषि, सहकारिता एवं किसान कल्याण विभाग, दिल्ली, Coop. & Farmers Welfare
कृषि विभाग, नई दिल्ली, India. New Delhi-110091