

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (“MOU”) is executed at New Delhi on 14TH September 2021 (“Execution Date”) 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 Farmers Welfare**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns);
Department of Agriculture and Farmers Welfare, Krishi Bhawan, New Delhi-10001,

AND

Jio Platforms Limited, a company incorporated under the Companies Act, 2013 and having its registered office at 101, Saffron Near Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad Gujarat 380006, INDIA (hereinafter referred to as “**Jio**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

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 Department of Agriculture and Farmers Welfare. Department of Agriculture and Farmers Welfare, 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 DA&FW is the Secretary of the department.
- (B) Jio and/or its Affiliates are in the business of providing digital and IT services and owns and controls the “JioKrishi” Platform that provides services including but not limited to (a) creating a data-driven farmer ecosystem; (b) enable analysis of the soil conditions of agricultural plot of land owned by the farmers; (c) enable analysis of the irrigation needs of the agricultural plot of land owned by the farmers; (d) provide farmers with educational videos; and (e) help farmers connect with agricultural experts who would answer their queries
- (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 platform with solutions in farm management and farmer services that can directly help farmers as provided in Exhibit A. (the “Project”). The focus is to build Agri Platform, evolve National Farmer’s database, and create a unified agri platform for farmers to provide them end to end digital services across the agriculture food value chain to support Govt’s vision of Doubling Farmer’s Income. This would further enable in bringing together the larger ecosystem of stakeholders including MSME’s 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. So, as per the progress of the phases several stakeholders may join towards delivering their scope on the platform. 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

The Parties intend to work to achieve the respective contributions attributed to them in Exhibit A to this MOU. Each contribution is subject, where applicable, to licensing terms and obtaining necessary approvals.

The Parties acknowledge that Jio owns all right, title and interest in and to the intellectual property in *JioKrishi*. Nothing herein shall give the Department of Agriculture and Farmers' welfare and/or any end-users, any right, title or interest in any of the intellectual property in *JioKrishi* unless expressly provided herein.

4. Term and Termination

- a. This MOU commences on the date hereof and automatically terminates upon the occurrence of:
 - (i) the execution of the final agreement necessary to put effect to the Project; and
 - (ii) the Expiry Date described in Exhibit A to this MOU.
- b. The Parties may upon mutual agreement extend the Expiry Date.
- 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 or destroy 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) under this MoU without obtaining the prior written consent of the other Party.

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

- a. Jio and Ministry of Agriculture may exchange Confidential Information as defined in the non-disclosure agreement attached as Appendix A to this MOU (the "**Non-Disclosure Agreement**") and hereby agree that the Non-Disclosure Agreement applies to all Confidential Information exchanged under this MOU.
- b. Neither Party may use the name of the other Party as a reference in negotiations with third parties or in press releases or other public notifications except with the prior written consent of the other Party or to the extent required by applicable law.
- c. The provisions of Clause 9 (Confidentiality) and the applicability of the Non-Disclosure Agreement survive the termination of this MOU.

10. Relationship of the Parties

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.

11. Binding Provisions

- a. 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.
- b. The Parties agree that Clauses 4 (Term and Termination), 5 (Expenses), 7 (Assignment), 8 (Amendments or Modification), 9 (Confidentiality), 10 (Relationship of the Parties), 11

(Binding Provisions), 12(Limitation of Liability), and 14 (Dispute Resolution) of this MOU are binding and enforceable against the Parties.

- c. 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.
- d. Company acknowledges that any binding terms related to licensing can only be offered in a licensing agreement approved in writing by Jio.

12. Limitation of Liability

- a. To the fullest extent permitted by law:
 - (i) Neither Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MOU; and
 - (ii) Each Party's total liability to the other Party for any other damage under this MOU is limited to the amount actually paid by that Party to the other Party in respect of the Project.
- b. Jio's liability for breach of a condition or warranty implied under any law that cannot be lawfully modified or excluded by this MOU is limited, at Jio's discretion and as permitted by law to:
 - (i) supplying services again, or paying for their re-supply; or
 - (ii) repairing or replacing goods, or paying for their repair or replacement.
- c. No limitation or exclusions will apply to liability arising out of a Party's breach of its confidentiality obligations described in Clause 8(a) (Confidentiality) of this MOU.

13. Usage of Logo and Publicity

No Party shall be allowed to use logo and/or advertise and/or publish the commitments under this MOU without the prior written consent of such other Party.

14. 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 and the Indian courts at New Delhi shall have the exclusive jurisdiction to resolve any disputes arising under this MOU.

15. 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 Ministry of Agriculture, to:

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

(ii) in the case of Notice to Jio, to:
Address: 101, Saffron Near Centre Point, Panchwati 5 Rasta, Ambawadi,
Ahmedabad Gujarat 380006

This MOU is signed by the Parties on Execution Date

MINISTRY OF AGRICULTURE

By signing this MOU, I also confirm that I am authorised to sign on behalf of Ministry of Agriculture.

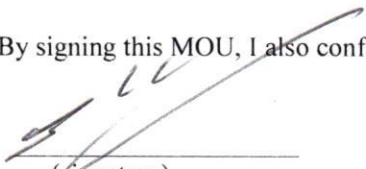

(signature)

विवेक अग्रवाल / VIVEK AGGARWAL
अपर सचिव/Additional Secretary
भारत सरकार/Government of India
कृषि एवं किसान कल्याण मंत्रालय/Min. Agriculture & Farmers Welfare
कृषि, सहकारी एवं किसान कल्याण विभाग/Div. Agri., Coopn. & Farmers Welfare
कृषि भवन, नई दिल्ली/Krishi Bhawan, New Delhi-110001

Shri. Vivek Aggarwal
Additional Secretary, Department of Agriculture and Farmers Welfare

JIO PLATFORMS LIMITED

By signing this MOU, I also confirm that I am authorised to sign on behalf of Jio.


(signature)

Dr. Shanker Adawal
(President and Head of Regulatory & Corporate Affairs, JIO)

EXHIBIT A

Solution overview:

Jio Agri Platform is built with the purpose of digitizing agri ecosystem across the value chain to empower the farmers. It is designed to bring major participants of the Agri value chain on a common integrated platform and drive efficiencies in all agricultural activities and transactions, be it 'in the farm', 'around the farm', or 'beyond the farm'. The platform features have been divided into 2 categories i.e. basic and advanced. While basic features use stand-alone data on apps to provide advisory, the advanced features use data from different sources, powers AI/ML algorithms, and gives accurate personalized advisory.

The primary intervention module, i.e., advisory (basic as well as advanced) service will be taken up in first phase. The key modules which will be deployed through the platform during the project are as follows:

- a. Farm Management module: Digitizing farm activities and transactions through the value chain
- b. Precision farm advisory module: Weather, Irrigation, Nutrition, Pest & Disease forewarning alerts & advisory
- c. IoT advisory platform for Agri and Livestock: Installation of IoT devices on croplands and on cattle to provide personalised advisory using data
- d. Knowledge management service: Integration with various knowledge resources
- e. Query Management service: Through the creation of a discussion forum and a panel of experts
- f. Information & applications for Govt. Schemes: Through EasyGov features, enable farmers to check their eligibility for various Govt. schemes on app and apply for them

Jio Contribution	<p>Having expertise and dominance in creating various digital platforms in India, Jio will build Unified Agri Platform with infrastructure, DevOps, Blockchain, IoT, Analytics, and AI/ML as required</p> <p>The key activities that will be taken up by Jio as part of the pilot in 2 districts of Maharashtra, viz. Jalna and Nashik are as follows:</p> <ul style="list-style-type: none">• On-board farmers in the two districts onto the platform & provide platform features like weather forecasts, crop calendar, activity module, knowledge management services, etc.• Integrate knowledge content from Govt. Agri universities and research centres on the Knowledge Management portal. Develop algorithms to mine this data and provide each farmer with required information at the right time as per his crop, geography, and other conditions.• Digitize the end-to-end farm activities of each farmer through the farm management module.• Install Agri-IoT kits, record accurate hyperlocal weather parameters, and provide these readings to all vicinity farmers• Data from Agri-IoT, weather stations, Govt. sources, and other third party APIs will be used to provide accurate farm advisory on irrigation, nutrition, pest and diseases, and weather.
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	<ul style="list-style-type: none"> • Enable farmers get immediate advice by accessing query management service through 'Ask the expert' feature. A set of agronomists will continuously answer farmers' queries posted on the platform • By integrating with APIs and services like EasyGov, we will enable farmers in the piloting geography to assess themselves on eligibility for Govt. schemes and apply for the same through the platform <p>Jio will Program Manage proposed initiative to ensure successful execution and run project governance.</p> <p>Further, it aims to conceptualize PPP model with ministry, states, and other stakeholders for national launch and farmer communication strategy to make the entire initiative self sustained and growth-oriented.</p>
Ministry of Agriculture Contribution	<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 • Provide required devices and resources to augment to capability of solutions offered by Jio through partners • 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 • Finalize the talukas/ villages / farmers for implementing PoC <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 Jio and Ministry with press release • Creating PPP model (including states) for future scope of national launch: include data analytics model communication plan, strategy for farmer adoption of the solution • Joint thought leadership paper publication on Agriculture with Jio
Expiry Date	For one Year from the date of signing the agreement.

Appendix A
Non Disclosure Agreement

[Separately Attached]

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is entered into between, **Department of Agriculture, Cooperation and Farmers Welfare, Ministry of Agriculture & Farmers Welfare**, and whose registered office is at Krishi Bhawan, Rajendra Prasad Road, New Delhi, India-110001 ("**Department of Agriculture**") and Jio Platforms Limited, a company incorporated in India under the Companies Act, 2013 and whose registered office at 101, Saffron Near Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad Gujarat 380006, INDIA ("**Jio**"). In consideration of the mutual covenants contained herein, Jio and Department of Agriculture intending to be legally bound hereby, agree to the following:

1. In connection with an evaluation of 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 platform (the "**Purpose**"), Jio and Department of Agriculture may deliver to each other, upon the execution of this Agreement, confidential information as defined below to be used only for the Business Purpose.

2. For purposes of this Agreement, "**Confidential Information**" means any technical or business information disclosed by one party and/or its Representatives to the other party and/or its Representatives (as defined below) in the context of contractual or pre-contractual relations that: (i) is clearly identified as confidential and/or proprietary at the time of disclosure; and/or (ii) clearly recognizable as confidential information to a prudent person with no special knowledge of the disclosing party's industry, or is disclosed in a manner that it may be reasonably inferred to be confidential and/or proprietary to the disclosing party at the time of disclosure. Confidential Information shall not include information that: (i) has become generally known or available to the public through no act or omission on the part of the receiving party; (ii) was known by the receiving party without restriction as to use or disclosure prior to receiving such information from the disclosing party; (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; (iv) is demonstrated to be independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (v) is disclosed by the disclosing party to another without the obligation of confidentiality.

3. Each party agrees: (i) to maintain the other party's Confidential Information in strict confidence and shall use at least the same degree of care used by it to protect the unauthorized use, disclosure, publication or dissemination of its own confidential information, but in any case no less than a reasonable degree of care; (ii) not to disclose such Confidential Information to any third party except to the extent stated below on a 'need to know' basis for the aforesaid Business Purposes; and (iii) not to use any such Confidential Information for any purpose other than the Business Purpose. Each party may disclose the Confidential Information of the other party to its Representatives whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein. "**Representatives**" shall mean: (i) employees of the party and its affiliates; and (ii) attorneys, accountants, (sub-) contractors or other professional business advisors of the party. Each party is responsible for any breach of the terms of this Agreement by it or its Representatives.

4. A party may disclose the other party's Confidential Information to the extent required by law, regulation, court order or regulatory agency; provided, that the respective party required to make such a disclosure uses reasonable efforts to give the other party reasonable prior notice of such required disclosure (to the extent legally permitted) and provides reasonable assistance in

contesting the required disclosure, at the request and cost of the disclosing party. Neither party shall identify the other party or their affiliated persons in any promotional, advertising or other materials to be disseminated to the public or any third party without the prior written consent of other party.

5. Upon the disclosing party's request, (except to the extent it is legally entitled to retain) , the receiving party shall promptly destroy (and certify in writing of the same) or return to the disclosing party, at the disclosing party's election, all materials containing the disclosing party's Confidential Information and all copies thereof, including any electronic copies. Notwithstanding the above, each party may retain one archival copy of the Confidential Information of the other as part of its archival backup system if such system stores the Confidential Information automatically and provided that the Confidential Information is not retrieved or used for any purpose.

6. As between the parties, all Confidential Information remains the sole and exclusive property of the disclosing party. Each party acknowledges that nothing in this Agreement shall be construed as granting any right or license to the receiving party in or to: (i) the Confidential Information (except for the Business Purpose); or (ii) any copyright, patent, or trademark, of the disclosing party.

7. ALL CONFIDENTIAL INFORMATION IS PROVIDED BY THE DISCLOSING PARTY "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR APPLICABILITY.

8. Each party acknowledges that the unauthorized use or disclosure of the disclosing party's Confidential Information could cause the disclosing party irreparable harm, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party shall have the right to seek immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies it may have at law or otherwise.

9. This Agreement shall be governed by and construed in accordance with the laws of India and Parties agree to submit to the jurisdiction of courts of Mumbai, India. The rules of conflict of laws are excluded. In the event that any of the provisions of this Agreement shall be held by the court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

10. This Agreement is only for the purpose of protecting Confidential Information and shall not be construed as a partnership, teaming arrangement, joint venture, or as an obligation to enter into a contract, subcontract, or other business relationship. Nothing in this Agreement shall prohibit or restrict either party's right to develop, make, use, market, license or distribute products or services similar to or competitive with those of the other party disclosed in the Confidential Information as long as it shall not thereby breach this Agreement. Each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information.


11. All communications required to be given by either party to the other party shall be deemed to have been given when hand delivered by messenger or a courier or sent by registered post or speed post to the other party at the attention of the person signing this Agreement on behalf of the party at an address mentioned herein first.

12. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties concerning its subject matter. This Agreement may not be modified

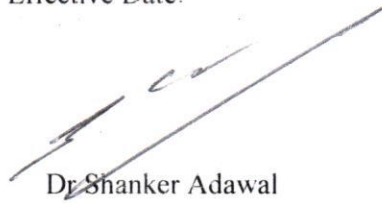
except in writing signed by both parties. Except in the case of a merger, reorganization, or sale of all or substantially all assets or equity that does not involve a direct competitor of the other party, neither party may assign this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld), and any such attempted assignment shall be void.

13. This Agreement shall commence on the Effective Date and remain in effect for three (3) years until terminated by either party with a 30 days' prior written notice to the other party. The confidentiality obligations in this Agreement shall apply during the term of this Agreement and survive for a period of five (5) years from any expiration or earlier termination hereof.

IN VIEW OF THE ABOVE, the parties hereto have executed this Agreement by their duly authorized officers or representatives as of the Effective Date.


Shri. Vivek Aggarwal
Additional Secretary, Department of
Agriculture and Farmers' Welfare
Signature Date : 14th September, 2021

विवेक अग्रवाल / VIVEK AGGARWAL
अपर सचिव / Additional Secretary
भारत सरकार / Government of India
कृषि एवं किसान कल्याण मंत्रालय / Mo Agriculture & Farmers Welfare
कृषि, सहकारिता एवं किसान कल्याण विभाग / Div. Agri., Coops. & Farmers Welfare
कृषि भवन, नई दिल्ली / Krishi Bhawan, New Delhi-110001


Dr. Shanker Adawal
President and Head of Regulatory &
Corporate Affairs, JIO Platforms Limited
Signature Date : 14th September, 2021