

MEMORANDUM OF UNDERSTANDING

This "non-binding" Memorandum of Understanding (MoU) (this "Arrangement") is made in New Delhi, India on 1st day of June, 2021 by and between President of India acting through Secretary, Department of Agriculture Cooperation and Farmers' Welfare office at Krishi Bhawan, New Delhi, hereinafter referred to as "DAC&FW" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the first part.

And

Amazon Internet Services Private Limited, having its headquarter/ principal place of work at Ground Floor, Eros Corporate Towers, Nehru Place, New Delhi - 110 019, India (hereinafter referred to as "AISPL", which expression will include its successors and permitted assigns, unless repugnant to the context or meaning), acting through its [authorized representative] << NAME OF THE REPRESENTATIVE>>, of the second part

The above entities are referred to as the "PARTY" individually or "PARTIES" collectively, as the context may demand.

The Arrangement will commence and become effective as of the date the last Party signs this Arrangement (the "Arrangement Effective Date").

1. **Scope and Aims of Arrangement.** This Arrangement is to confirm the Parties intent to collaborate on several initiatives and activities described in the areas of collaboration ("**Areas of Collaboration**") attached hereto ("**Exhibit A**").

The Parties acknowledge that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, jointly amend or elaborate upon the Areas of Collaboration from time to time. For the avoidance of doubt, reference to the term "Arrangement" will include Exhibit-A.

Nothing in this Arrangement obligates either Party to enter any other agreement with the other, nor excludes similar agreements with other entities. Save for the provisions on confidentiality and publicity, the Parties agree that this Arrangement is intended to be a non-legally binding statement of the Party's intent to collaborate only, and shall not impose any legal obligations on either Party. The Parties acknowledge that the Areas of Collaboration are being undertaken on a non-exclusive basis and either Party shall be free to enter into consummate transactions similar to the Areas of Collaboration with other parties in India or elsewhere maintaining the confidentiality of this arrangement.

2. **Fees and Expenses.** Neither of the Parties hereto will have any obligation to the other Party to pay any fees and expenses incident to or resulting from the negotiation, preparation, or execution of this Arrangement. Each Party will be responsible for its own costs associated with the activities contemplated by this Arrangement.
3. **Term and Termination.** The term of this Arrangement will commence on the Arrangement Effective Date and will remain in effect for one (1) year unless earlier terminated by either Party. The same shall be renewed by mutual consent of the parties upon giving thirty (30) days written notice, in order to ensure continued collaboration Either Party may terminate this Arrangement immediately for any reason upon written notice to the other Party. This arrangement shall terminate without liability to either Party unless otherwise agreed to by the Parties in writing. The termination of this Arrangement shall not affect any prior or subsequent Definitive Agreement entered into between the Parties. The Parties shall work together to ensure that all outstanding work or issues are completed or brought to a mutually agreeable conclusion in an orderly and timely manner.
4. **Publicity.** All materials intended to publicize the initiatives and activities resulting from the Parties discussions will be approved by both Parties prior to release. Upon the other Party's prior written consent (which may be via email), either Party may use the other Party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, and website listings for the purpose of publicizing the initiatives and activities resulting from this Arrangement. No Party may acquire any right, title or interest in any other Party's trademarks under this Arrangement, and no Party shall use the trademarks of the other Party without the other Party's express written consent. Either party may use the Marks in connection with this Arrangement in accordance with the Agreement.
5. **Relationship between the Parties.** The relationship of the Parties hereto shall at all times be one of independent organizations, and neither Party shall be, nor represent to be, an employee, agent, representative, partner, association of persons or joint venture of the other, nor shall either Party have the right or authority to share in the revenues or profits of the other Party, to assume any risk or create any liability, obligation or expense jointly or on behalf of or in the name of the other Party, to direct or control the operations of the other Party, or to otherwise act on behalf of the other Party.

6. **Definitive Agreement.** To the extent necessary, any engagement requiring a formal agreement, including DAC&FW's use of Service Offerings of AISPL beyond the scope mentioned in Exhibit A shall be negotiated between the relevant Parties in one or more separate, specific agreement(s) independent of this Arrangement (**Definitive Agreements**). This Arrangement creates no obligation on behalf of either Party to enter into any specific Definitive Agreement or other agreement subsequent to the execution of this Arrangement. Nothing in this Arrangement shall be construed as superseding or interfering in any way with other agreements or contracts entered into either prior to or subsequent to the signing of this Arrangement.

7. **Implementation.** The responsibility for the implementation of activities pursuant to the framework established by this Arrangement shall lie with the Parties, each of which has designated a representative below. By written notice or e-mail to the other Party, each Party may designate different or additional persons as its representatives.

For DACFW

Shri Vivek Aggarwal

For AISPL:

Shri Pankaj Gupta

8. **Confidential Information.** The Parties agree and acknowledge that sensitive information and confidential data will be exchanged between the Parties pursuant to this arrangement. Each Party agrees that it will maintain confidentiality of the Confidential Information disclosed to it by the other Party under this arrangement and will ensure that this clause is strictly adhered to by its officers, employees, agents, consultants and representatives.

'Confidential Information' means all nonpublic information disclosed by either Party to the other Party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. In the event that either Party needs to disclose its Confidential Information to the other Party, the Parties shall enter into a separate confidentiality agreement on terms and conditions to be agreed. For the avoidance of doubt, all Confidential Information shall remain the sole property of the Party disclosing such Confidential Information. Except for the disclosure of this Arrangement, including the title and the identification of the Parties, which information shall not be deemed confidential, neither Party shall disclose the specific terms and conditions of this Arrangement without the express written consent of the Party, such consent not to be unreasonably withheld.

Neither Party nor any of the affiliates shall make any public announcement about the arrangement and /or the scope of proposed engagement, without the prior consent of the other Parties. Any public announcement so made, shall be as per activities outlined in the clause 1 of this arrangement excluding the information being asked under RTI Act.

9. **Intellectual Property:** Each Party acknowledges and agrees that the other Party owns the intellectual property rights that it owned or controlled prior to or created separately during but unrelated to this Arrangement, including any modifications thereto Any work by the Parties resulting in the creation of new intellectual property will be governed by the applicable Definitive Agreement(s) that addresses intellectual property ownership.

No jointly owned intellectual property is intended to be created by the Parties under this Arrangement. No right or license is granted to either Party or its affiliates under this Arrangement to any Confidential Information, know-how, or other intellectual property right owned or controlled by the other Party or such other Party's affiliates.

For the purposes of this arrangement, "Intellectual Property" means, including but not limited to, any patent, registered design, copyright, design right, trade mark, application to register any of the aforementioned rights, and any other intellectual property right of any nature whatsoever in any part of the world.

10. **Liability:** Neither Party will be liable to the other for any damages (including any special, incidental, consequential, or indirect damages arising from any claims) for any actions under this Arrangement.

11. **Limits to Arrangement:** Nothing in this Arrangement is intended to be, or should be construed as a waiver of the privileges and immunities of either Party or its officers and employees, which privileges and immunities are hereby specifically reserved. Nothing in this Arrangement constitutes or implies a transfer of funds between the Parties, nor a procurement action on the part of DAC&FW. The Parties agree that DAC&FW's use of the Service Offerings of AISPL if any, shall be governed by the terms and conditions in the Agreement.

11.1 Neither of the Parties believes that the Collaboration contemplated by this arrangement raise any actual or potential conflicts of interest. The Parties agree that this arrangement 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.

11.2 The parties are mutually agreed to resolve any possible conflict of interest if any arising during the term of this arrangement.

12. **Assignment; Third Parties:** Neither Party will assign any of their activities defined under this arrangement to another party without the prior written approval and consent of the other Party. This Arrangement does not create any third party beneficiary rights in any individual or entity that is not a party to this Arrangement.
13. **Counterparts and Facsimile Delivery:** This Arrangement may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The Parties may sign and deliver this Arrangement and any notices under it by facsimile or email transmission.
14. **Entire Understanding:** This Arrangement and any documents incorporated by reference constitute the entire understanding between the Parties hereto with respect to the subject matter hereof (with the exception of DAC&FW's use of the Service Offerings of AISPL as per "Exhibit A", which will be governed by the Agreement or a Definitive Agreement as agreed separately by the Parties). No representation, warranty, promise or statement of intention has been made by either Party which is not embodied in this Arrangement, Exhibit A, or such other documents, and neither Party shall be bound by, or be liable for, any alleged representation, warranty, promise inducements or statement of intention not embodied herein or therein. This Arrangement may be amended or supplemented only by the mutual written consent of the Parties specifically referring to this Arrangement.
15. **Dispute:** In case of a dispute between the Parties arising out of or relating to this Arrangement, including integration of services among various agencies working with DAC&FW, the decision will be made at Secretary level for DAC&FW, and Parties will attempt to reach an amicable resolution in good faith mutually. All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below.
16. **Governing Law:** The laws of India, without reference to conflict of law rules, govern this Arrangement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Arrangement.

IN WITNESS WHEREOF, the parties have executed this Arrangement as of the Arrangement Effective Date in the presence of their duly authorized representatives as:-

For and on behalf of DAC&FW by:



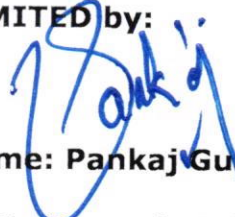
Name: Vivek Aggarwal

Additional Secretary, DAC&FW

Date: June 01, 2021

Address: Department of Agriculture, Cooperation and Farmers Welfare, Government of India, New Delhi-110011.

For and on behalf of AMAZON INTERNET SERVICES PRIVATE LIMITED by:



Name: Pankaj Gupta

India & south Asia Leader- Central Government & PSU

Date June 01, 2021

Address: Ground Floor, Eros Corporate Towers, Nehru Place, New Delhi-110019, India.

EXHIBIT A

Department of Agriculture, Cooperation and Farmers Welfare aims at building 'National Agri Data Stack' that can serve as foundational data layer to build innovative agri-focused solutions leveraging technologies such as artificial intelligence, advanced analytics, blockchain, IoT etc to contribute effectively towards "Doubling Farmers Income". The DAC&FW also intends to create mechanisms for nurturing startups in agriculture space.

On the other hand, AWS platform and services are being leveraged by its partners (agritechs), who are focused on building deep tech solutions in agriculture space to improve efficiencies for farmers and thereby enhance farmers' income. AWS also has structured programs to identify, enable and help startups scale up.

In this regards, DAC&FW and AWS agree to work towards leveraging their capabilities to build/pilot 'agri solution stack' that aims at offering unified farmer service interface for digital services across agri value chain and creating an innovation ecosystem around digital agriculture.

In this regards, AWS intends to offer its cloud services to various solution providers/partners to be mutually agreed between the DAC&FW and AWS to help build and/or pilot solutions across the agri value-chain, while, Ministry of Agriculture intends to support by sharing relevant data of (as may be deemed critical for successful implementation) identified solution providers/partners as per norms compliant to government regulations. It is understood that the sole objective of the initiative is to make best efforts at building an effective digital solution stack that can help enhance livelihood of farmers and promote inclusive development of agriculture sector in India.

AWS Intends to:	A. National Agri Data Stack: <ul style="list-style-type: none">• Assist in design of an open and scalable platform approach by leveraging emerging technologies, data science techniques• Identify one or more solution providers / partners who could help build the platform and enabling solutions to solve problems faced by farmers• Assist in finalizing the scope of the pilot including platform design, use cases, solution providers, geographical scope, timeline and outcome expected• Offer its cloud services platform which includes services related to AI, ML, Blockchain, IoT, Analytics or as may be required for supporting the pilot• Provide technical support through pool of solution experts on various technologies for effective enablement/ capacity building of various stakeholders• Develop thought leadership paper on AI in Agriculture with Ministry• Provide inputs on potential PPP model with ministry, states, and other stakeholders for national launch
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	<p>and farmer communication strategy to make the entire initiative self-sustained and growth-oriented</p> <p>B. Enabling Startups Ecosystem:</p> <ul style="list-style-type: none"> • Extend AWS Startups program to the ministry or to an incubator identified by the ministry • Provide technical training and guidance to the identified startups • Assist Ministry in organizing grant / innovation challenges amongst the startups • Assist in creating mechanisms to connect startups to other potential customers such as international governments, state governments, enterprises etc • Connect other potential startup ecosystem members such as VCs & Impact investors
<p>Department of Agriculture, Cooperation and Farmers Welfare intends to</p>	<p>A. Engagement leadership and guidance:</p> <ul style="list-style-type: none"> • Provide functional requirements for the proposed initiative • Identify the anchor entity for incubating/accelerating startups and executing the startups program • Create enabling environment for adoption of startup solutions such as access to open data & platform, grant challenges, pitch days & validation of use cases, startup solution procurement policies etc • Enable access to required data sets (as per norms) and field access by engaging with concerned authorities for the initiative; Data security and ownership of data to reside with DAC&FW or as identified by DAC&FW • Finalize the scope of the pilot including platform design, use cases, solution providers, geographical scope, timeline and outcome expected • Designate co-ordination officer for regular support required for execution of initiatives <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 collaboration announcement with AWS and Ministry with press release