

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (**'MOU'**) is executed at New Delhi on the 1st day of June, 2021 (**'Execution Date'**) between

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

**AND**

**Esri India Technologies Private Limited (erstwhile Esri India Technologies Limited)**, a company incorporated under the Companies Act, 1956 of India, having its registered office at L-2A, Hauz Khas Enclave, New Delhi - 110 016. (**hereinafter referred as 'Esri India'**, 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, Cooperation and Farmers Welfare (DAC&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, 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.
- B. Esri Inc USA (Esri), the global market leader in geographic information system (GIS) software, offers the most powerful mapping and spatial analytics technology available. Since 1969, Esri has helped customers unlock the full potential of data to improve operational and business results. Today, Esri software is deployed in more than 350,000 organizations globally (more than 5,000 organizations in India) including the world's largest cities, most national governments, and 75 percent of Fortune 500 companies. Esri engineers the most advanced solutions for digital transformation, the Internet of Things (IoT), and location analytics to inform the most authoritative maps in the world. Esri India is the authorised manufacturer/distributor of Esri suite of Softwares in India, Nepal and Bhutan.
- 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 Geo spatial 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 AgroGeo Hub, evolve National Farmer's database integrated with geo spatial information. The information system will also be linked to central schemes, soil nutrient information and weather forecasting on the basis of meteorological data services to support Govt's vision of Doubling Farmer's Income. This would further enable 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 fulfill 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 geo spatial platform. Hence, the Parties agree that in order to introduce such stakeholders for their specific role as integral to overall system through this MOU.

### **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 applicable software licensing terms and obtaining necessary approvals and both the parties intend to finalise the terms of Definitive agreement in due course.

### **4. Term and Termination:**

- a. This MOU commences on the date hereof and automatically terminates upon the occurrence of:
  - i. the execution of the Definitive 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 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. **ESRI India** 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 8 (Confidentiality) and the applicability of the Non-Disclosure Agreement survive the termination of this MOU.
- d. In case **ESRI India** brings in partners, the same confidentiality clauses would apply to the partners as well and Esri India may in turn enter into agreements/MoU with its partners on this subject to the overall conditions of this agreement.

#### **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), 13 (Foreign Corrupt Practices) and 15 (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 ESRI India.

#### **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 indirect, 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. **ESRI India'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 **ESRI India'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. Foreign Corrupt Practices:**

Each Party and its respective employees, independent contractors, representatives or agents shall not promise, authorise 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.

### **14. 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.

### **15. 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. Secretary DACFW shall be the sole arbitrator for amicable resolution of dispute. In case of non resolution than either party may approach competent court in Delhi.

### **16. 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

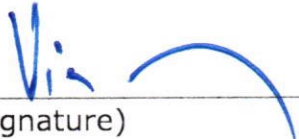
ii. in the case of Notice to **ESRI India**, to:

Address: 10th Floor, Max Towers, Sector - 16B, Noida, Uttar Pradesh - 201301 Attention: *Corporate, External and Legal Affairs (CELA)*

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.

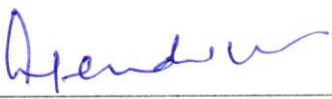
By:   
(Signature)

Name: Vivek Aggarwal

Title: Additional Secretary (DAC&FW)

**Esri India Technologies Private Limited**

By signing this MOU, I also confirm that I am authorised to sign on behalf of **Esri India**

By:   
(Signature)

Name: Agendra Kumar

Title: Managing Director, Esri India Technologies Pvt. Ltd.



## EXHIBIT A

### Solution overview:

ESRI India propose to support Department of Agriculture in establishing a 'Nation Agriculture Geo Hub'. This will establish a framework to collect and integrate available geo-spatial information with other associated information, perform spatial analytics, share results & data and deploy dynamic Apps to support policy planning and monitoring requirements.

Under this engagement, it is proposed to execute following activities:

- Establishment & Launch of "Nation Agriculture Geo Hub"
- Creation & collation of farmer and other agriculture data/ services on GIS platform
- GIS based Locust crises monitoring & response system
- Configuring Data and services to create a GIS based web enabled application for information sharing and Spatial Analytics
- Share outcomes of Spatial Analytics in the form of Open Services & Apps - Web Apps, Mobile Apps integrated with Dynamic Dashboards for Planning, Monitoring, Decision making and advisory

The **Geo Spatial** Agri Platform for Farmers shall be hosted on cloud/ on premises.

<b>Esri Contribution</b>	<b>India</b>
	<ul style="list-style-type: none"><li>• Being a global player with focus on future-proof technologies and innovation, <b>Esri India</b> will provide the required GIS tools &amp; technologies (ArcGIS enterprise and ArcGIS Desktop software) for 6 months or extended further on mutual agreement as required</li><li>• Provide technical expertise as required towards enablement and capacity building of stakeholders and officials of various groups involved during the journey of evolution.</li><li>• Program Management/ Overall coordination towards successful building and execution of the proposed initiative and running project governance.</li><li>• Among first PoC towards creation of GIS based farmer information provided by the department</li><li>• Presentation of solution capability to be made to Ministry and concerned stakeholders</li><li>• Thought leadership Paper on Nation Geo Hub for Ministry of Agriculture</li><li>• The PoC will have only configuration-based Applications, excluding data creation, survey and code based customisation</li><li>• Deployment work will be carried out remotely under current scenario</li></ul>



**Ministry of  
Agriculture  
Contribution**

**A. Engagement leadership and guidance:**

- 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 (IT infrastructure) and resources to augment to capability of solutions offered by Esri India
- SPOC for entire project for facilitate logistics (VPN/ remote access, FQDN, SSL and other it infra cum data requirement)
- Offer Subject Matter Expertise (SME) to evolve the proposed initiative and pilot development

**B. Spearheading governance of stakeholders across ministries and states:**

- 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 Esri India and Ministry with press release
- Joint thought leadership paper publication on Agriculture with Esri India

**Expiry Date**

**June 01, 2022**



**Non Disclosure Agreement**

This is a **Non-Disclosure and Non-solicitation Agreement** (the "Agreement") is made on this day of 1<sup>st</sup> Day of June 2021 (hereinafter "Effective Date") between:

- Department of Agriculture Cooperation & Farmers' Welfare with its registered office at Krishi Bhawan, New Delhi -110001 includes its employees, successors, authorized representatives and permitted assigns ("DEPARTMENT OF AGRICULTURE"), and
- ESRI India Technologies Private Limited having its registered office at L-2A, Hauz Khas Enclave, New Delhi - 110 016 and corporate office at Max Towers, 10<sup>th</sup> Floor, Sector 16B, Noida - 201301 (hereinafter referred as 'ESRI India'), which expression shall, unless repugnant to the context or meaning thereof, include its employees, successors, authorized representatives and permitted assigns;

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

WHEREAS:

ESRI India is engaged in business of providing GIS solutions and related consultancy services in the field of GIS;

DEPARTMENT OF AGRICULTURE is the Department of Agriculture, Cooperation and Farmers Welfare (DAC&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 has entered into a MOU dated June 01, 2021 with ESRI India 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 will evaluate the credentials of the Project Managers of Esri India 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 fulfill 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 confidentially 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.

**For and on behalf of DAC&FW by: ESRI INDIA TECHNOLOGIES LIMITED:**

  
**Name: Vivek Aggarwal**

**Additional Secretary, DAC&FW**

**Date: June 01, 2021**

  
**Name: Agendra Kumar**

**Managing Director,  
Esri India Technologies Pvt.  
Ltd.**

**Date June 01, 2021**