



## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding [MOU] will form the basis of cooperation between

**GOVERNMENT e MARKETPLACE**

and

**INDIA SME FORUM**

This Memorandum Of Understanding [MOU] executed on this 04<sup>th</sup> day of February, 2022 between the Government eMarketplace, a Special Purpose Vehicle [SPV] under the aegis of the Ministry of Commerce, Government of India, registered as a Section 8 company under the Companies Act 2013, having its office at 2<sup>nd</sup> Floor, Jeevan Tara Building, Patel Chowk, New Delhi 110 001, [hereinafter referred as GeM] and represented by Shri YK Pathak, Additional Chief Executive Officer and Chief Financial Officer, GeM, which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the FIRST PART;

AND

INDIA SME FORUM, a not-for-profit organization nurturing entrepreneurship and supporting innovative, globally competitive small, medium enterprises [SMEs] in India, having its Headquarters in 404, Durga Chambers, Near Hard Rock Café, Veera Industrial Estate, Veera Desai Road, Andheri (W), Mumbai - 400 053 [hereinafter referred as ISF], represented by Shri Vinod Kumar, President, which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the SECOND PART.

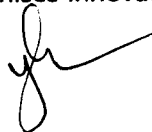
WHEREAS GeM and the ISF are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS SME members of ISF are hereinafter collectively referred to as the "Stakeholders" and individually as the "Stakeholder".

### 1. Background

1.1 GeM is a National Public Procurement Portal, offering end-to-end online marketplace for Ministries/ Departments of Central and State Government, Public Sector Undertakings (Central and State Governments), Autonomous Institutions and local bodies, for procurement of common use goods and services. GeM is registered Section 8 Company, under the Companies Act, 2013 and incorporated as a Special Purpose Vehicle under the aegis of the Ministry of Commerce and Industry.

1.2 ISF is a non-profit, non-political, non-governmental & non-trade association representing 76,000 members and over 5,00,000 registered small and medium enterprises in India, which supports and recognises innovative, globally competitive,



SMEs through sharing of best practices, information and knowledge. Setup in May 2011, for nurturing entrepreneurship and supporting innovative, globally competitive, SMEs in India, ISF works on enabling them to share best practices, addresses their concerns and celebrates their success.

### 3. Purpose of the MOU

Parties agree to collaborate under this MOU as follows;

- 2.1. To collaborate and jointly run capacity building workshops and training programs pertaining to GeM, for stakeholders associated with ISF and their stakeholders,
- 2.2. ISF shall endeavour to on-board interested stakeholders associated with it, as sellers on to GeM portal,
- 2.3. GeM will endeavour to share and promote various ISF initiatives with stakeholders registered on its portal to strengthen the SME ecosystem, and
- 2.4. Parties shall partner to collaborate on initiatives of National importance such as Startup India, Womaniya initiatives, National Livelihoods Mission [Rural and Urban] etc.

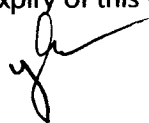
### 3. Areas of Cooperation

- 3.1 In furtherance of the aforesaid, both Parties shall endeavour to collaborate in capacity building, value-added services, research and publications, and promotion of programs and activities listed in Annexure 1 [attached]

### 4. Information and Confidentiality Obligation

- 4.1 The Parties shall, on a regular basis, discuss and consult on matters of common interest to achieve the purpose of this MOU.
- 4.2 For the purpose of this MOU, parties may share confidential information with each other, in written or oral, information such as projection, data, know how, design, materials, etc. which are confidential in nature. The recipient is obligated to keep such information confidential and not disclose it nor to permit the disclosure of it to any third party, except in accordance with the provisions stated herein and undertake to use the confidential information solely for the purpose of this agreement and not to make any third party use such information, whether commercial or non-commercial, without the prior written consent of the disclosing Party.
- 4.3 Exceptions to confidentiality obligation as practiced and understood in common parlance of confidentiality obligation shall apply to the Parties.
- 4.4 The obligation of confidentiality created pursuant to this clause shall be in force for a period of 3 (three) years after termination or expiry of this MOU, whichever is earlier.

### 5. Use of name and logo



- 5.1 Save as expressly permitted herein, each party shall use the name, logo and trademarks of the other party only for the purpose of this MOU as defined herein.
- 5.2 During the term of the MOU, each Party is permitted to use the other Party's name, logo and trademarks for the purpose of publicizing the MOU and subject to the confidentiality obligations stated herein, when making reference to this MOU, each party undertakes to use the other's name in good faith reflecting accurately the agreed upon nature of the collaboration contemplated hereunder, and only in relation to or in furtherance of this MOU.

## 6. Funding and Financial Responsibilities

- 6.1 Each party will bear its respective costs for carrying out its obligations under the MOU, unless otherwise agreed to in writing by the parties for implementing the scope of service.
- 6.2 With mutual consent, both parties may discuss and share/ reimburse expenses as discussed and mutually decide to execute MoU, for all such programs and initiatives.

## 7. Indemnification

- 7.1 Each party shall indemnify and hold harmless the other party including their respective officers, directors, employees, representatives, affiliates, successors and assigns, from and against all claims, demands, costs, liabilities, losses, expenses, adverse judgement and damages arising out of or in connection with this MOU arising out of the Indemnifier's gross negligence or wilful misconduct in performing any of its obligations under this MOU.

## 8. Termination Clause

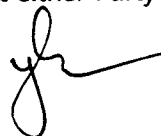
- 8.1 This MOU shall become effective from the date of execution as signed by both Parties, and continue in effect until the 5<sup>th</sup> anniversary of such date, unless terminated earlier by either Party upon notice to the other.
- 8.2 Each party shall have the right to terminate the MOU by giving 3 (three) months' notice in writing to the other party, at any time.
- 8.3 Termination by either side shall not affect any prior obligation, project or activity already in progress.

## 9. Amendment Clause

- 9.1 This MOU may be modified or amended by written agreement between both the parties.
- 9.2 If it is hereby agreed that this signed MOU can be put in the public domain by both the Parties.

## 10. Intellectual Property

- 10.1 Nothing in this MOU is intended to grant either Party a right to use the intellectual property of the other Party.



10.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

10.3 Any intellectual property rights resulting from work carried out through the joint efforts shall be jointly owned by the Parties.

#### 10. Miscellaneous Provisions

11.1 This MOU is entered into between the Parties on a principal to principal basis and nothing in this MOU shall constitute or be deemed to constitute a partnership or agency between the Parties hereto and the Parties shall not have any authority to bind the other party in any way.

11.2 This MOU shall be governed and construed in accordance with the laws of India. Any differences or disputes arising out of or in connection with this MOU shall be subject to exclusive jurisdiction of courts at New Delhi only.

11.3 Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.

#### 10. Key Points of Contact

10.1 To facilitate the implementation of overall arrangements between the Parties, the focal points for all purposes associated with this MOU and the channel of communication will be;

For GeM:

Additional CEO & CFO  
Government eMarketplace  
Tel:

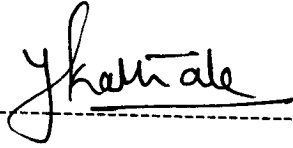
For ISF:

President  
India SME Forum  
Tel:

Either Party may, by written notice to the other Party, designate additional focal points or substitute other focal points for those indicated in this section.

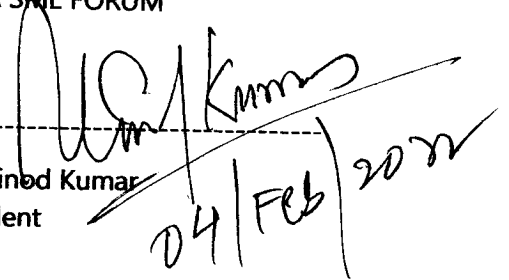
IN WITNESS WHEREOF, the parties have signed this MoU in New Delhi, Delhi on 04<sup>th</sup> February 2022.

GOVERNMENT eMARKETPLACE



Shri YK Pathak  
ACEO & CFO

INDIA SME FORUM



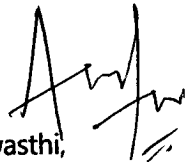
Shri Vinod Kumar  
President

04/FEB/2022

In the presence of witnesses;

WITNESS 1

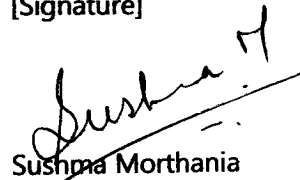
[Signature]



Anurag Awasthi,  
Chief Manager, GeM

WITNESS 2

[Signature]



Sushma Morthania  
Director, India SME Forum

xx—THE END—xx

## **Annexure 1 – Areas of Cooperation**

### **1. Collaboration in areas, including;**

- 1.1. Facilitate interested ISF stakeholders, to onboard/ register on GeM platform as sellers,
- 1.2. Providing value-added services to MSMEs, Women entrepreneurs, Startups, SHGs, and various other beneficiaries within the ISF ecosystem, and
- 1.3. Promotion of social initiatives at GeM; i) MSME Udyam, ii) Womaniya, iii) Startup Runway, iv) Divyangjan, v) Saras Ajeevika, vi) handicraft and handloom, vii) bamboo products and forthcoming platforms with ISF stakeholders.

### **2. Strengthen capacity building**

- 2.1. Facilitate capacity building initiatives among ISF stakeholders to register and transact through GeM portal at regional level,
- 2.2. Jointly support the training and capacity building of personnel from ISF stakeholders, and
- 2.3. Facilitate capacity building of personnel at ISF and its stakeholders, as Master Trainers in various aspects of conducting business on the GeM portal and provide access to GeM Learning Management System [LMS].

### **3. Value-added services**

- 3.1. Facilitating networking, workshops, marketing events, awards and recognitions, focus initiatives on ISF stakeholders within the ISF ecosystem, through ISF offices, etc.
- 3.2. Both parties will mutually invite and participate in programmes being implemented by respective parties at local, state and national level to promote various schemes for benefit of ISF stakeholders.

### **4. Research and Publications**

- 4.1. Shall carry out analysis and studies on issues of common interest, thereby building an effective knowledge partnership,
- 4.2. Participate in research, surveys and data collection, exchange of information and data, documentation and research materials in the field of procurement and build a knowledge repository, and
- 4.3. Production and dissemination of publications, newsletters and or journals and research analysis by both parties, that promote and support the findings of the assessment on a national platform and mutual participation in knowledge sharing activities.

### **5. Promotion:** Both the parties to;

- 5.1 Disseminate information about promotion and development of Women Entrepreneurs, Start-ups, MSMEs, rural/ urban artisans, weavers and SC/ ST entrepreneurs on their portals and events, and
  - 5.2 Use GeM and ISF logos in documentation related to the cooperation projects and activities in accordance with the current policies of each organization.
  - 5.3 Jointly network with local organizations, institutes and sector specific clusters, and
  - 5.4 Share the testimonials on mutual initiatives from senior officials and partners.
6. Any other matter with mutual consent of both the parties.

xx—THE END—xx

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