



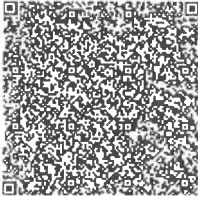
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL06992685253833V
Certificate Issued Date : 17-May-2023 03:27 PM
Account Reference : IMPACC (IV)/ dl1097803/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL109780384353961638468V
Purchased by : GOVERNMENT E MARKETPLACE
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : GOVERNMENT E MARKETPLACE
Second Party : NATIONAL ASSOCIATION OF SOFTWARE AND SERVICE COMPANIES
Stamp Duty Paid By : GOVERNMENT E MARKETPLACE
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

[Signature]



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MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding ("**MoU**") executed at New Delhi on 19th of May 2023 between the Government e-Marketplace, 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 2nd Floor, Jeevan Tara Building, 5 Sansad Marg, New Delhi 110001, ("**GeM**") and represented by **Shri. Prakash Mirani, Addl. Chief Executive Officer, GeM** which expression shall unless it be repugnant to the subject or context thereof, includes its successor sand assigns, of the FIRSTPART;

AND

The National Association of Software and Service Companies is an association of IT/ITeS companies, registered under the Societies Registration Act, 1860, having its head office at Plot 7-10, Sector 126, NOIDA, Gautam Budh Nagar, U.P. – 201303 ("**NASSCOM**"), represented by **Shri. Srikanth Srinivasan, Vice 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 NASSCOM are hereinafter collectively referred to as the "Parties" and individually as the "Party".

1. Background

1.1 GeM is a National Public Procurement Portal, offering an 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 as 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 The National Association of Software and Service Companies [NASSCOM] is an association established in 1988. NASSCOM is an Indian non-governmental trade association and advocacy group, focused mainly on the technology industry of India.

2. 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 NASSCOM,

2.2. NASSCOM shall endeavour to on-board interested stakeholders associated with it, as sellers and service providers on to GeM portal,



2.3. GeM will endeavour to share and promote various NASSCOM initiatives with stakeholders registered on its portal.

2.4. Parties shall partner to collaborate on initiatives of National importance such as Make in India, Start-up India, 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-A** annexed to this MoU.

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 Party 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 MoU and not to make any third party use such information, whether commercial or non-commercial, without the prior written consent of the disclosing Party. The foregoing obligations shall not apply with respect to any Confidential Information that (a) is in the public domain at the time it was disclosed; (b) was generated independently by the Receiving Party prior to the time of disclosure, (c) is at the time of the disclosure or thereafter becomes within the public domain other than by an act or default of the Receiving Party, (d) is subsequently obtained from a third party without any obligation of confidentiality on the Receiving Party, (e) was already lawfully known to the Receiving Party at the time of disclosure or (f) is approved by the prior written consent of the disclosing party of the Confidential Information.

4.3 The obligation of confidentiality created pursuant to this clause shall be in force after termination or expiry of this MOU.

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 decided 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. Term and Termination

8.1 This MOU shall become effective from the date of execution as signed by both Parties, and continue in effect until the 5th 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.

8.4 Notwithstanding the termination, all the rights and obligations accrued till the effective date of termination shall be binding on the Parties.

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

11. Miscellaneous Provision

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 the exclusive jurisdiction of courts in New Delhi only.

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

11.4 No failure or delay by either party in exercising any right under this MoU will operate as a waiver of such right or any other right under this MoU.

11.5 It's a non-monetary association and not exclusive and parties are free to associate with other parties having similar trade.

12. Key Point of Contact

12.1 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:


Sh. Prakash Mirani

ACEO, Government e Market Place

प्रकाश मिरानी / PRAKASH MIRANI
संयुक्त सचिव एवं अपर मुख्य कार्यकारी अधिकारी (जेम)
JS & Addl. CEO (GeM)
वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

For NASSCOM:






Sh. Srikanth Srinivasan

Vice President, NASSCOM



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

<p>SIGNED AND DELIVERED BY (on behalf of GeM, Govt of India)</p> <p> प्रकाश मिरानी / PRAKASH MIRANI संयुक्त सचिव एवं अपर मुख्य कार्यकारी अधिकारी (जेम) JS & IITM CEO (GeM) वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry भारत सरकार / Govt. of India नई दिल्ली / New Delhi</p> <p>Shri Prakash Mirani, JS ACEO Government e Marketplace</p>	<p>In presence of Witness 1 (From GeM , Govt of India)</p> <p> अशिश कुमार सक्सेना / ASHISH KUMAR SAXENA अधीक्षक-जेम, भारत सरकार / Director-GeM Buyer Management निदेशक-उद्योग मंत्रालय / Ministry of Commerce & Industry वाणिज्य और उद्योग मंत्रालय / Government e-Marketplace नई दिल्ली / New Delhi-110001</p> <p>Shri Ashish Kumar Saxena, Director Government e Marketplace</p>
<p>SIGNED AND DELIVERED BY (on behalf of The National Association of Software and Service Companies)</p> <p> S. Srikanth Srinivasan</p> <p>Sh. Srikanth Srinivasan Vice President- NASSCOM</p>	<p>In presence of Witness 2 (From The National Association of Software and Service Companies)</p> <p> Sr MANAGER NASSCOM</p>

Annexure-A

1 - Areas of Cooperation

1. Collaboration in areas, including;

1.1. Facilitate interested NASSCOM stakeholders, to onboard/ register on the GeM platform as sellers,

1.2. Promotion of Government of India Initiatives like Make in India, Atmanirbhar Bharat etc

2. Strengthen capacity building

2.1. Facilitate capacity-building initiatives among NASSCOM stakeholders to register and transact through the GeM portal at the regional level.

2.2. Jointly support the training and capacity building of personnel from NASSCOM stakeholders, on best effort basis and

2.3. Facilitate capacity building of personnel at NASSCOM 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 NASSCOM stakeholders within the NASSCOM ecosystem, through NASSCOM offices, etc.

3.2. Both parties will mutually invite and participate in programs being implemented by respective parties at local, state, and national levels to promote various schemes for benefit of NASSCOM 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 acknowledge repository, and

4.3 Production and dissemination of publications, newsletters, and or journals and research analysis by both parties, that promotes and supports 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 the promotion and development of the IT sector on their portals and events, and

5.2 Use GeM and NASSCOM logos in the documentation related to the cooperation projects and activities in accordance with the current policies of each organisation.

5.3 Jointly network with local organisations, institutes, and sector-specific clusters, and

5.4 Share the testimonials on mutual initiatives from senior officials and partners.

6. Any other matter with the mutual consent of both the parties.
