



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹50

e-Stamp

Certificate No. : IN-DL96975783807732V
Certificate Issued Date : 16-Nov-2023 02:01 PM
Account Reference : IMPACC (IV)/ dl1024403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL102440358848799918718V
Purchased by : GOVERNMENT E MARKETPLACE
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : GOVERNMENT E MARKETPLACE
Second Party : UBUNTU CONSORTIUM
Stamp Duty Paid By : GOVERNMENT E MARKETPLACE
Stamp Duty Amount(Rs.) : 50
(Fifty only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") executed on **18th Day of November 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. Y.K Pathak, Addl. Chief Executive Officer, GeM which expression shall unless it be repugnant to the subject or context thereof, includes its successor and assigns, of the FIRSTPART.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

Established in 2011 by a team of women entrepreneurs and professionals, UBUNTU Consortium is dedicated to providing a platform for capacity building and empowering women entrepreneur associations. Registered as an NGO on International Women's Day 2019, it has evolved into a consortium with 24 women's associations, serving as a platform for expanding their businesses. Operating as a Civic and Social organisation headquartered in Bangalore, 2/106, 3rd floor, Kasia Udyog Bhavan Building , 17th Cross, Magadi Chord Road, Service Road, Vijayanagar, Bengaluru-560040, UBUNTU Consortium is committed to promoting women enterprises ("UBUNTU Consortium") represented by Ms. K Ratna Prabha, IAS (Retd), Former Chief Secretary, Government of Karnataka and President, UBUNTU Consortium 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 UBUNTU Consortium are hereinafter collectively referred to as the "Parties" and individually as the "Party"

1. Background

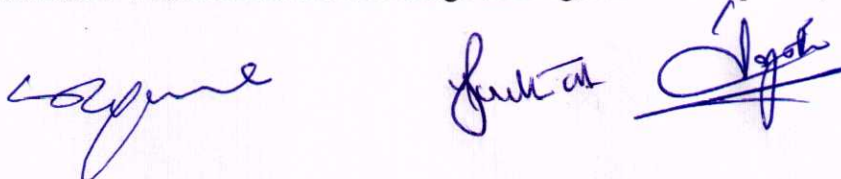
GeM is the Public Procurement Portal for procurement of goods and services for all Central Government and State Government Ministries, Departments, Public Sector Units (PSUs). GeM endeavours to make public procurement process transparent, efficient, and inclusive. Following are the advantages of GeM. It acts as a centralized and unified public procurement platform for government buyer organizations and suppliers of goods and services, accompanied by:

- Policy reforms for current processes of public procurement ecosystem
- Driving inclusiveness and Ease of Doing Business (EoDB) with the government (especially for smaller organizations such as MSMEs)
- Standardization of processes backed by the regulatory framework
- A fully automated system enabled through advances technologies

UBUNTU Consortium

UBUNTU Consortium, established in 2019, is a dedicated team of women entrepreneurs and professionals committed to providing a platform for capacity building and strengthening women entrepreneur associations. Registered as an NGO on International Women's Day 2019, the organisation has grown into a consortium with 24 women's associations, indirectly impacting 12,000 women entrepreneurs across Andhra Pradesh, Goa, Telangana, Madhya Pradesh, Mumbai, Delhi, and Tamil Nadu.

As Civic and Social Organizations, UBUNTU Consortium facilitates business expansion, idea sharing, networking, seminars, webinars, and lays a strong foundation for advancing businesses. With a focus on knowledge sharing, skill development, marketing techniques,



quality requirements, and creating awareness, the organisation plays a crucial role in supporting and fostering women entrepreneurship.

Both the parties have entered on to this MoU in order to set up an institutional mechanism for formal interaction between GeM and UBUNTU Consortium.

Now it is hereby agreed by and among the parties here to as follows:

2. Purpose of the MoU and areas of co operation

Parties agree to collaborate under this MoU as follows:

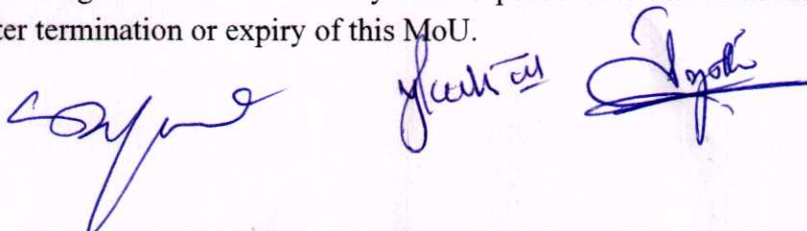
- a. UBUNTU Consortium shall include GeM procurement as a part of its training and capacity-building programs for its entrepreneurs
- b. UBUNTU Consortium shall organize boot-camps periodically in collaboration with GeM to facilitate registration of entrepreneurs on the portal.
- c. UBUNTU Consortium shall endeavour to on-board interested stakeholders associated with it, as sellers and service providers on to GeM portal.
- d. GeM shall endeavour to adopt suitable measures for its promotion among entrepreneurs who are associated with UBUNTU Consortium.
- e. Parties shall partner to collaborate on initiatives of national importance such as Make in India, Start-up India, etc.
- f. The Parties shall on a regular basis, discuss and consult on matters of common interest to achieve the purpose of this MoU.

2.1. Obligations and areas of Cooperation

In furtherance of the aforesaid, both Parties shall oblige to collaborate and cooperate in capacity building, value -added services, research and publications, and promotion of programs and activities listed in **Annexure 1** annexed to this MoU

3. Information and Confidentiality Obligation

- (I) 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 provision stated here in and undertake to use the confidential information solely for the purpose of this is 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.
- (II) Exceptions to confidentiality obligation as practiced and understood in common parlance of confidentiality obligation shall apply to parties.
- (III) The obligation of confidentiality created pursuant to this clause shall be in force even after termination or expiry of this MoU.



4. Use of name and logo

Save as expressly permitted here in, each party shall use the name logo trademarks of the other party only for the purpose of this MoU as defined herein during the term of the MoU, each party is permitted to use the other parties name, logo, and trademarks for the purpose of publicizing the MoU and subject to the confidentiality obligation stated here in. When making reference to this MoU each party undertakes to use other others name in good faith reflecting accurately the agreed upon nature of the collaboration contemplated herein here under and only in relation to or in furtherance to this MoU.

5. Funding and financial responsibilities

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

6. Indemnification

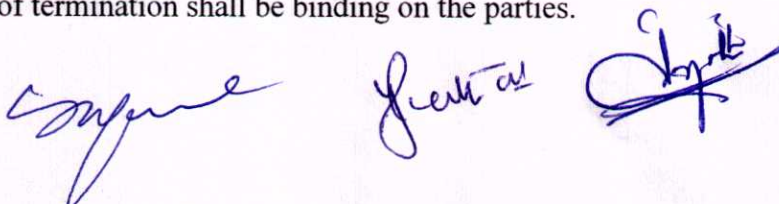
Each party shall indemnify and hold harmless the other party including their respective officers, directors, employees, representatives, affiliates, successors and assigns from and against all claims, demands, cost, liabilities, losses, expenses, adverse judgement, and damages arising out of or in connection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

7. Term and Termination

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.

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.

Termination by either side shall not affect any prior obligation, project, or activity already in progress. Notwithstanding the termination all the rights and obligations accrued till the effective date of termination shall be binding on the parties.

Three handwritten signatures in blue ink are located at the bottom of the page. The first signature on the left is a cursive name that appears to be 'Sujana'. The middle signature is 'Janta' with 'at' written below it. The signature on the right is a stylized name that appears to be 'Sujana'.

8. Amendment Clause

This MoU may be modified or amended by written agreement between both the parties. It is hereby agreed that this sign MoU can be put in the public domain by both the parties

9. Intellectual Property





Nothing in this MoU is intended to grant either party right to use intellectual property of the other party. All intellectual property held by the party prior to the 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. Any intellectual property rights resulting from work carried out through the joint efforts shall be jointly owned by the parties.

10. Miscellaneous Provision

- i. This MoU is entered into between the parties on a principle-to-principal basis and nothing in this MoU shall constitute or be deemed to constitute a partnership or agency between the parties here too and the parties shall not have any authority to bind the other party anyway.
- ii. This MoU shall be governed and construct in accordance with the laws of India.
- iii. Any differences or disputes arising out of or in connection with this MoU shall be subject to the exclusive jurisdiction of course in New Delhi only.
- iv. Each party will comply with all applicable laws, rules, and regulations in its performance of this MoU.

The image shows three handwritten signatures in blue ink. The first signature on the left is a cursive script. The second signature in the middle is also cursive but more stylized. The third signature on the right is a cursive script with a horizontal line underneath it.

In WITNESS where of the parties here to have executed these presents the day month and year first herein above written

Signed and delivered by (On behalf of Government e Marketplace, Govt. of India)	Signed and delivered by (On behalf of UBUNTU Consortium)
 Shri. Y.K Pathak, ACEO Government e-Marketplace Ministry of Commerce and Industry	 Ms. K Ratha Prabha, IAS (Retd), President, UBUNTU Consortium Former Chief Secretary, Government of Karnataka
In presence of Witness 1 (For GeM, Govt. of India)  Shri Anagh Dutt, Director, States Government e-Marketplace Ministry of Commerce and Industry	In the presence of Witness 2 (UBUNTU Consortium)  Ms. Jyothi Balakrishna, Hon. Secretary, UBUNTU Consortium

Annexure 1

Areas of cooperation and obligations of each party

1. Facilitation in onboarding and awareness

- (1) GeM shall adopt suitable measures for its promotion among UBUNTU Consortium stakeholders and facilitate to on board /register them on the GeM platform as sellers or service providers.
- (2) UBUNTU Consortium shall facilitate taking feedback from entrepreneurs who attend their program for the technical parameters/SLAs of goods/services available/to be created on GeM
- (3) UBUNTU Consortium shall facilitate GeM in promotion of Government of India initiatives like Make in India, Atma Nirbhar Bharat, etc.
- (4) UBUNTU Consortium shall facilitate by providing infrastructure support and encourage its affiliated industry associations and its members to actively collaborate with GeM and get its members on boarded on GeM portal
- (5) UBUNTU Consortium shall involve all those attending their programs on all aspects of doing business through Government e Marketplace. UBUNTU Consortium shall appropriately raise issues and suggest solutions that would enhance quality of the GeM and its deliveries and collaborate with concerned agencies including State Governments and especially MSME sector in building their capacities and capabilities to transact on GeM

2. Strengthen capacity building.

- (1) GeM and UBUNTU Consortium shall facilitate capacity building initiatives among UBUNTU Consortium stakeholders to register and transact through GeM portal at the regional level.
- (2) Jointly support the training and capacity building of personnel from UBUNTU Consortium stakeholders.
- (3) Facilitate capacity building of personnel at UBUNTU Consortium 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]
- (4) UBUNTU Consortium shall introduce GeM module in curriculum for awareness building & encouraging MSMEs to register on GeM

3. Value added services.

- (1) Facilitating network, workshops, marketing events, awards, and recognitions. Focus initiatives on UBUNTU Consortium stakeholders within the UBUNTU Consortium ecosystem, through UBUNTU Consortium offices etc.

- (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 its stakeholders

4. Research and Publications

- (1) Shall carry out analysis and studies on issue of common interest thereby building an effective knowledge partnership.
- (2) Participate in research, service data collection exchange of information and data, documentation, and the research materials in the field of procurement and build a knowledge repository.
- (3) Production and dissemination of publications, newspapers 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

- (1) Disseminate information about the promotion and development of the MSE manufacturing sector on their portals and events.
- (2) Use GeM and UBUNTU Consortium logo in the documentation related to the cooperation projects and activities in accordance with the current policies of each organization.
- (3) Jointly network with local organizations, institutes, and sector specific clusters and
- (4) Share the testimonials on mutual initiatives from senior officials and partners.

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