



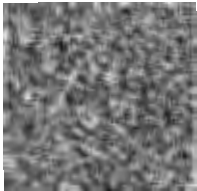
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL55896801854202R
Certificate Issued Date	: 14-Sep-2019 05:39 PM
Account Reference	: IMPACC (IV)/ dl740903/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL74090317490683317483R
Purchased by	: USHA INTERNATIONAL LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: USHA INTERNATIONAL LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: USHA INTERNATIONAL LIMITED
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at New Delhi on this 03rd day of October, 2019 between:



Tribal Cooperative Marketing Development Federation of India Ltd. (hereinafter referred to as '**TRIFED**'), which term shall mean and include all its Successor Organization or authority or Institutions, and which is a National Level Cooperative Society, established in 1987, under the administrative control of Ministry of Tribal Affairs, Government of India, and is mainly focused with Marketing and Development of Tribal Products with ultimate objective of Socio - Economic Development of Tribal Communities in India.

AND

Usha International Ltd. having its registered office at 19, Kasturba Gandhi Marg, New Delhi - 110001 and its Head Office at Plot No. 15, Institutional Area, Sector - 32, Gurgaon, Haryana - 122001 (hereinafter referred to as '**UIL**'), which term and expression shall wherever necessary and the context so admits, shall include its Successors, Receivers, Administrators and Permitted Assigns).

Unless and otherwise if the context refers to and provides, '**TRIFED**' and '**UIL**' shall hereinafter be collectively called as "**Parties**" and where ever either of them is referred individually, as **UIL** and Service Provider be called "**Party**" respectively.

WHEREAS, **TRIFED** aims to improve the livelihoods of the Tribal Communities by creating a sustainable market and new business opportunities for them based on their Products, Culture, Knowledge and Traditional Skills, whilst ensuring fair and equitable remuneration(s).

AND WHEREAS, **UIL** has a Social Initiative Programme titled as "**The Silai School Program (USHA SILAI)**", which is a PAN India, community based, rural initiative of Usha International Ltd.

This Social Initiative Programme is aimed at Empowering of Women from marginalized sections of the communities residing in the remote hamlets, habitations and villages of India.

Initiated in 2011, "**The Silai School Program (USHA SILAI)**" at present has 20,899 Silai Schools across all the States of India, 100 in Nepal and 20 in Sri Lanka and 3 production centers in Bhutan.

The Primary Objective of this "**The Silai School Program (USHA SILAI)**" is to create a livelihood option for Women by financially empowering them through imparting sewing & stitching and entrepreneurship skills.



The Secondary Objective is to create a social standing and recognition within her family and community through Economic Enablement.

Under this program, women are trained on sewing and stitching for seven days by the experienced trainers of Usha International Ltd. Training content is contextualized according to the and as per the State and Community need specific in regional vernaculars. Women are also trained on the basics of sewing machine repair and maintenance.

Presently in total 679 Tribal Women and Learners (508 Women Entrepreneurs and 171 Learners) are associated with **"The Silai School Program (USHA SILAI)"**.

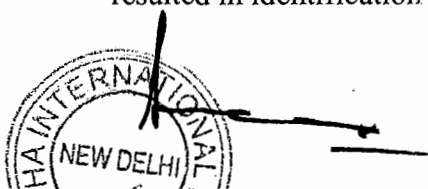
These women are associated with **"The Silai School Program (USHA SILAI)"** in following states:

- Seven sister States of North East
- Jharkhand
- Madhya Pradesh
- Maharashtra
- Andaman & Nicobar
- Tamil Nadu
- Rajasthan
- Gujarat
- Andhra Pradesh
- West Bengal

Tribes from West Bengal are doing Kanthawork whereas Rabari Tribe from Rajasthan are stitching Local Garments with Embroidery Work. Tribes from Madhya Pradesh are making Doormat, Cloth Swing, Kathariand Mobile Cover, Lambada Tribe from Andhra Pradesh are engaged in Mirror Work. Toda Tribes from Tamil Nadu are making Toda Shawl, Mobile Pouch, Scarf, Purse, Tablemat, Runner, Bed spread, Cushion cover etc.

TRIFED is interested in seeking an association of Interested Parties of Repute for taking up the establishment of the **"Van Dhan Vikas Kendras"** and providing marketing platform for Tribal Handicraft and Hand – Loom Products to help TRIFED in establishing **"Tribes India"** as a brand on sustainable basis.

The interactions between the Officials of two institutions viz. TRIFED and UIL has resulted in identification of a number of initiatives that can be undertaken jointly.



In order to institutionalize these arrangements for sustained effort in the field of Marketing and Development of Tribal Products, both the parties have decided to enter into and execute the instant M.O.U. defining in the paras appearing hereinafter the broad framework of association between TRIFED and UIL.

NOW, THIS M.O.U. WITNESSETH AS UNDER:

1. SCOPE & PURPOSE:

Both TRIFED and UIL shall jointly identify the areas of Association for Development and Promotion of Tribal Products in a Holistic Manner and undertake activities within their mandate as per mutually agreed Terms and Conditions to be decided.

- 1.1 For the purposes of this M.O.U., UIL has agreed to share the Details of the total 679 Tribal Women and Learners who are associated with "The Silai School Program (USHA SILAI)".
- 1.2 TRIFED shall use such Data related to the Tribal Women only for the limited purposes to carry out its obligations arising under the instant M.O.U. in a pre-defined format as mutually agreed shall form part of this MOU as Annexure I.
- 1.3 Any use of such Data for a purpose other than as specified in this M.O.U. shall be treated as a Material Breach of the instant M.O.U. thereby giving rights of immediate termination of the M.O.U. by UIL. The Parties agree that such Data is a confidential information which TRIFED shall not disclose to third Parties, except as required by law or in response to a competent regulatory or government agency. TRIFED and UIL shall conduct business in such a manner that will reflect favorably on both the Parties and their respective image, credibility, good name, goodwill and reputation.

2. AREAS OF ASSOCIATION:

- 2.1 Sourcing of Tribal Products:



UIL has been working with Tribal Artisans, who are involved in making of various Tribal Handicraft, Handloom and Natural Products, which TRIFED has been Promoting and Marketing for the purpose of generation of livelihood opportunities for the Tribal Artisans.

2.2 UIL's participation in Exhibitions being organized by TRIFED:

TRIFED organizes exhibitions and also participates in many other exhibitions in all major cities of the Country wherein Tribal Artisans from different parts of the Country are invited to showcase and market their products directly to the customers.

TRIFED shall invite Tribal Artisans of UIL to such exhibitions, where they can showcase and sell products made by Tribal Women. (As per the extant guideline, TRIFED charges and shall charge 5% of the Sale Value as service charges along with applicable G.S.T. for facilitating such participations from the Tribal Women).

2.3 Participation of TRIFED in Exhibitions/Events if organized by UIL:

TRIFED shall also participate in the Annual Mela and other Melas being organized by UIL, for which UIL shall provide stalls and other facilities to TRIFED at terms as shall be mutually agreed upon between the Parties..

2.4 Developing Clusters:

TRIFED and UIL shall explore possibility of establishing clusters in Tribal areas where the presence of TRIFED and / or UIL is not there and may consider for opening of "The Silai School" with Tribal women as per need basis on the joint basis and understanding.

3. REVIEW:

The Nominated and / or Designated Officials of the parties will review at their level, at least once in three (3) months, the activities undertaken under the scope of the instant M.O.U. The issues emerging out of such reviews shall be recorded

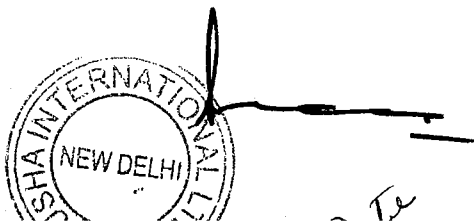


in writing. A joint review by the designated representatives of both the organizations shall be held once in six months.

4. **CONFIDENTIALITY**

The Parties to the instant M.O.U. undertakes and agrees to:

- (a) only use, copy or otherwise replicate the Confidential Information (including but not limited to all information marked as "Confidential" by either party) for the purposes envisaged under this Agreement and not to use the same for any other purpose whatsoever;
 - (b) ensure that only those of its officers and employees who are directly concerned with the carrying out of this Agreement have access to the Confidential Information on a strictly applied "need to know" basis and are informed of the secret and confidential nature of it;
 - (c) keep the Confidential Information secret and confidential and shall not directly or indirectly disclose, publish, transfer, disseminate, copy or permit to be disclosed the same to any third party for any reason without the prior written consent of the Disclosing Party.
- 4.1 The obligations of confidence referred to above shall not extend to any Confidential Information which:
- (a) is or becomes generally available to the public otherwise than by reason of breach by a Recipient Party of the provisions of this Clause;
 - (b) is known to a Recipient Party and is at its free disposal (having been generated independently by the Recipient Party or a third party in circumstances where it has not been derived directly or indirectly from the Disclosing Party's Confidential Information);
 - (c) is subsequently disclosed to the Recipient Party without obligations of confidence by a third party owing no such obligations to the Disclosing Party in respect of that Confidential Information;



- (d) is required by law to be disclosed (including as part of any regulatory submission or approval process) and then only when prompt written notice of this requirement has been given to the Disclosing Party so that it may, if so advised, seek appropriate relief to prevent such disclosure; provided always that in such circumstances such disclosure shall be only to the extent so required and where practicable shall be subject to prior consultation with the Disclosing Party with a view to agreeing timing and content of such disclosure.

The obligations of the Parties under this Clause shall survive the expiration or termination of this Agreement for whatever reason.

5. INTELLECTUAL PROPERTY

- 5.1 Neither UIL nor TRIFED shall have a right to use the other's mark/trademark/brand /logo for any purpose other than as stated in this M.O.U..
- 5.2 Neither UIL nor TRIFED shall have the right to register the other's brand name or trademark for any purpose whatsoever.
- 5.3 TRIFED and UIL agrees and acknowledges that all material, information provided or furnished by either of them during the term of this M.O.U. are their respective intellectual property(ies) and either party shall not have any right to reproduce, make copies and/or in any manner part permission/transfer the same to itself or any other party.
- 5.4 TRIFED and UIL agrees to intimate each other forthwith if it comes to their notice that any misuse/infringement of their respective brand and/or material, information provided or furnished by them during the term of this MOU.

6. LIABILITY

- 6.1 Either party shall not be liable, whether in law or in contract, in negligence, in tort, statute, under a theory of strict liability or other legal theory or otherwise, for any act of omission or commission whether on account of willful default or negligence of the other party or otherwise.



- 6.2 In the event of any claim arising out of this MOU by any Tribal Women and/or Third Party against any of the party to the instant M.O.U., the defaulting party(or due to whose negligent act of any omission and / or commission) shall indemnify and keep the other party indemnified against all such costs and / or liabilities, and the other party (as the context here provides) if, defends itself at its own expense, then it shall have all rights to recover the said costs, claims, damages or expenses incurred by it from the defaulting party.

7. **TERM AND TERMINATION**

This Memorandum of Understanding shall be in force for a period of One (01) year from the date of signing of this MOU by both the parties and can be renewed for any further period on such terms and conditions as may be mutually decided by both the Parties to the instant M.O.U..

If at any time either party wants to rescind from the instant MOU, then the concerned party agrees to notify the other party in writing on the last known address of the other party and on completion of two (2) months after such written notification, this MOU shall be considered as automatically terminated.

8. **PROCEDURE FOR AMENDMENT, CANCELLATION, DISPUTE RESOLUTION:**

No Amendment, Modification and / or Addition to this M.O.U. shall be effective and / or binding on either of the Parties unless the same has been set forth in writing and executed by them through their duly authorized representatives.


All disputes or difference, whatsoever, arising between the parties within or relating to the construction / meaning / operation / effect and/or dispute with regard to this agreement / MOU or breach of contract thereof shall be referred to Arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 (as amended upto date) at New Delhi.


This MOU will be subject to the exclusive jurisdiction of the Courts situated in Delhi only.



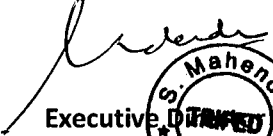
In witness hereof, the parties hereto have signed this MOU in 2 original copies in English on the date and place indicated below.


For and on behalf of
USHA INTERNATIONAL LTD.


Authorized Signatory
Prakash Narayan



For and on behalf of
**TRIBAL COOPERATIVE
MARKETING DEVELOPMENT
FEDERATION OF INDIA LTD.**


Executive Director
Sangeeta Mahendra



WITNESSES:

1. ^{Gunit} Gunit Kaur Saluja - Usha International
2. ^{Bhaskar} Bhaskar Jha, TRIFED