



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED NATIONS POPULATION FUND

AND

USHA INTERNATIONAL LTD.

This Memorandum of Understanding ("MOU") is entered into on this 16 day of October 2019 between by the United Nations Population Fund ("UNFPA") having its office at 55 Lodi Estate, New Delhi-110003 and [USHA INTERNATIONAL LTD] having its registered office at Surya Kiran Building, 19, Kasturba Gandhi Marg, New Delhi-110001 and Corporate Office at Plot no.15, Sector-32, Gurgaon-122 001, Haryana ("UIL"), hereinafter jointly referred to as the "Parties" and each separately as a "Party".

WHEREAS, UNFPA is a subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 3019 (XXVII) of 18 December 1972;

WHEREAS, UNFPA cooperates with and assists governments with respect to the formulation, adoption and implementation of their population policies and development strategies;

WHEREAS, the Company, Usha International, (registered under Companies Act, 1913) in collaboration with IMG Reliance, marks the inception of the sustainable fashion label Usha Silai. The brand is an outcome of the reasserting commitment of Usha's Silai Schools, a community based initiative that reaches out to women from remote villages across the country. The program aims to capacitate them to earn a living and is committed to corporate social responsibility and wishes to cooperate with UNFPA;

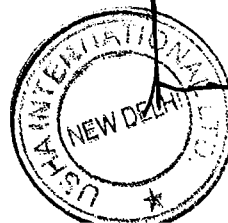
NOW, THEREFORE, the Parties agree to cooperate as follows:

ARTICLE I PURPOSE

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties in areas of common interest.

To integrate life skills in the existing training programmes of the USHA silai schools. For the purposes of this MOU following terms shall mean as hereunder:

- 1) "USHA Silai School" shall mean a school for teaching girls and women in the village to sew, and this school shall be operated and maintained by a Woman Entrepreneur using USHA sewing machine.



- 2) "Woman Entrepreneur" is the person responsible for operation and maintenance of Usha Silai School and is willing to teach women to sew. It is specifically agreed and understood that the Woman Entrepreneur is an independent person and nothing in this MOU shall be construed to give rise to any employer-employee relationship between either of the Parties and her.

ARTICLE II

AREAS OF COOPERATION

The Parties agree to cooperate in the following areas of activity:

1. *Undertake a rapid assessment of screening the current Master Trainers to gauge their capability to transact LSE. From among these, a core team of Master Trainers will be identified and trained, who will further train women in batches.*
2. *Visit selected silai schools to assess the need for integration of life skills in the existing training material or have a stand-alone module*
3. *Co-create the training and resource material including components of entrepreneurship involving women from Silai schools*
4. The role of the Parties shall be as specified in Annexure A.

ARTICLE III

CONSULTATION AND EXCHANGE OF INFORMATION

- 3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
- 3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the parties within the scope of this collaboration.
- 3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

ARTICLE IV

IMPLEMENTATION OF THE MOU

- 4.1 It is understood that all activities under this MOU shall be subject to the regulations, rules, policies and procedures of UNFPA.
- 4.2 Any cooperation between the Parties under this MOU shall be on a non-exclusive basis.



- 4.3 This MOU does not obligate any Party to provide any funds to the other Party. In performing any responsibilities or engaging in any acts under this MOU, each Party will bear its own costs as detailed in the MOU. Nothing in this MOU will obligate any of the Parties to appropriate funds or enter into any contract, MOU or other commitment or obligation except as set forth in this MOU or as they may mutually agree in writing.
- 4.4 The Parties may conclude supplementary MOUs for the implementation of this MOU, as appropriate.
- 4.5 This MOU shall not be deemed to create any joint venture, joint liability partnership, association or company of any sort between the Parties, nor shall any Party be deemed an agent of the other. The Parties shall be independent of each other and the relationship between them shall be that of two independent contractors. Each Party shall be responsible for its own actions and omissions, including those of its directors, officers, employees, agents and contractors.
- 4.6 The Parties agree to recognize and acknowledge their cooperation, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.
- 4.7 This MOU sets forth the entire understanding between the Parties and supersedes and cancels all prior discussions and negotiations or MOUs, express or implied, written or oral, between them with respect to the subject matter hereof.

ARTICLE V USE OF NAME, EMBLEM, LOGO

- 5.1 Neither Party shall use, register the name, brand, logo, emblem or trademarks of the other Party or any its subsidiaries and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case, unless otherwise provided in any supplementary MOU between the Parties. Neither Party shall represent, directly or indirectly, that its activities, products or services have been approved or endorsed by the other Party.
- 5.2 Nothing in this MOU grants to either Party any right to create a hyperlink to the other Party's website. Such link may be created only with the other Party's prior written authorization.

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ARTICLE VI REPRESENTATIONS AND WARRANTIES

- 6.1 Each Party represents and warrants that:
- (i) it has the right to enter into this MOU, and it has the authority and capacity to perform all its obligations hereunder; and
 - (ii) the person signing on behalf of the Party has, on the date of the signature of this MOU, full powers and all the authorizations required to sign this MOU.
- 6.2 UIL represents and warrants that it is a company duly incorporated under the laws of India.
- 6.3 UIL represents and warrants to UNFPA as of the date hereof, and further undertakes to UNFPA, that neither the UIL nor any of its affiliates :
- (i) is engaged in or shall engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
 - (ii) is engaged in or shall engage in the sale of antipersonnel mines or of components used in the manufacture of such mines;
 - (iii) is engaged in or shall engage in terrorism, the finance or support of terrorism, or the provision of goods or services to suppliers engaged in such activities, either directly or indirectly;
 - (iv) operates or shall operate in violation of United Nations Security Council sanctions.

ARTICLE VII ENTRY INTO FORCE, TERM, TERMINATION, AMENDMENT

- 7.1 This MOU shall enter into effect from the date of signing of the MOU. It shall remain in force for a period of 3 years and can be extended for further terms based on mutual MOU of the Parties unless terminated by either Party.
- 7.2 Either Party may terminate this MOU at any time by serving not less than one (1) month's written notice to the other Party. Any supplementary MOUs between the Parties may be terminated in accordance with the provisions on termination contained in such MOUs.
- 7.3 This MOU may be amended only by mutual written MOU of the Parties.

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ARTICLE VIII NOTICES

8.1 Notices or requests for approval to be made or delivered in accordance with this MOU shall be given as follows:

(a) For notices or requests to UNFPA:

Name: Argentina Matavel Piccin
Title: Representative India and Country Director Bhutan
Address: United Nations Population Fund, 55 Lodi Estate, New Delhi-110003
Telephone: +91-11-46532223; +91 (11) 24627986
Electronic mail: amatavel@unfpa.org

(b) For notices or requests to the Company:

Name: Mary Rupa Tete
Title: Vice – President, USHA Social Services
Address: Plot No. 15, Institutional Area, Sector 32, Gurgaon - 122001
Telephone: +91 124 4583100
Facsimile: +91 124 4583200
Electronic mail: rupa_tete@usha.com

8.2 Any communication hereunder shall be made in writing and may be served by personal delivery or registered post to the addresses stated above, or by facsimile or email.

ARTICLE IX PRIVILEGES AND IMMUNITIES

9.1 Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including UNFPA.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For the United Nations Population Fund:

For USHA INTERNATIONAL LTD

Name: Argentina Matavel Piccin

Signature: _____

Date: 17.10.19

Name: Prakash Narayan

Signature: _____

Date: _____



ANNEXURE A

ROLE OF PARTIES

Role of UNFPA:

- Undertake scoping study by visiting 2-3 Silai schools
- Undertake a rapid assessment of screening the current Master Trainers to gauge their capability to transact LSE
- Co-create the training and resource material including components of entrepreneurship involving women from Silai schools. The value added curriculum for two additional days will meet the needs of rural women to equip them with ability to articulate their aspirations, enhanced customer orientation and retention, management of the physical space and financial literacy
- Create a pool of 100 Master Trainers to enable them to further train 3000 Silai school teachers
- Provide mentorship to the Master Trainers during transaction of the value added curriculum with supplementary teaching aids e.g., mobile app.
- Strengthen monitoring processes including oversight visits (20%)
- Conduct implementation research
- Undertake process documentation

Role of UIL:

- Co-create with UNFPA, the value added curriculum
- Cascade the training of 3000 Usha Silai school teachers
- Provide regular data for the additional indicators

NOTE: The agencies will bear the costs towards their respective roles.

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ⁱUNFPA agrees and acknowledges that the UIL training modules/syllabus on cutting and tailoring, embroidery and servicing are the intellectual property of UIL and UNFPA 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.



[Handwritten signature]