

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (“MOU”) is executed at New Delhi on 14<sup>th</sup> September, 2021 (“Execution Date”) between

**Department of Agriculture and Farmers Welfare, Ministry of Agriculture & Farmers Welfare** having its registered office at Krishi Bhawan, Rajendra Prasad Road, New Delhi, India-110001 (hereinafter referred to as “Department of Agriculture and Farmers’ welfare” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns); Department of Agriculture and Farmers Welfare, Krishi Bhawan, New Delhi-10001,

AND

**63 Ideas Infolabs Private Limited**, a company incorporated under the Companies Act, 2013 and having its registered office at WeWorkVaishnavi Signature, No. 78/9, Outer Ring Road, Bellandur Village, Varthur Hobli, Bengaluru, Karnataka - 560103 operating under the brand name Ninjacart (hereinafter referred to as “Ninjacart”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

### BACKGROUND:

- A. The **Department of Agriculture and Farmers Welfare (DA&FW)**, a branch of the Government of India, is the apex body for formulation and administration of the rules and regulations and laws related to agriculture in India. The three broad areas of scope for the Ministry are agriculture, co-operation and farmers welfare. Department of Agriculture, and Farmers Welfare's responsibilities are assigned to it in the Government of India (Allocation of Business) Rules, 1961 as amended from time to time. Co-operation in this context refers largely to promote farmer co-operative movements. The Department’s focus has now shifted to improving the farmers’ welfare and a goal has been set to double the farmers’ incomes.
- B. Founded in 2015, Ninjacart is a technology based fresh produce supply chain company. Its mission is to improve the efficiency of post-harvest logistics of agriculture produce through using technology and thereby create value to all the stakeholders. Today Ninjacart operates in and around 11 Indian cities including Bengaluru, Chennai, Hyderabad, Delhi, Gurugram, Mumbai, and Pune.
- C. The Parties recognise the capabilities, interests, and resources that each Party brings; and are exploring the possibility of bringing together their capabilities and resources to further the joint ambitions in implementing digital agriculture platform with solutions in farm management and farmer services that can directly help farmers as provided in Exhibit A (the “Project”). The focus is to build AgriStack, evolve National Farmer’s database, create a unified platform for farmers and other stakeholders in the post harvest ecosystem like traders, retailers, mandis, truck operators etc and thereby support Govt’s vision of Doubling Farmer’s Income. This would further enable bringing together the larger ecosystem of stakeholders including MSME’s to build solutions for farmers on the common data platform owned by States and Central ministries.

## **OPERATIVE PROVISIONS:**

### **1. Objective**

The objective of this MOU is to describe the Parties' current understanding regarding their potential co-operation and collaboration on the Project and to facilitate further discussions, including:

- a. enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the needs and capabilities of both Parties to fulfil their respective commitments relating to the Project; and
- b. setting out the possible framework, structures, working relationships, directions, work plans and future commitments of the Parties in relation to the Project.

The MoU is built between the parties with a vision to enable larger ecosystem for creating an agriculture platform for farmers. So, as per the progress of the phases several stakeholders may joint onwards delivering their scope on the platform. Each engagement with the stakeholder shall be complete in itself from start to end with scope definition, methodology of execution, deliverables, activity-responsibility-timeline matrix, dependencies, risks & risk mitigation plan, required terms & conditions, and other aspects.

### **2. Contribution**

The Parties intend to work to achieve the respective contributions attributed to them in Exhibit A to this MOU. Each contribution is subject, where applicable, to licensing terms and obtaining necessary approvals.

### **3. Term and Termination**

a. This MOU commences on the date hereof and automatically terminates upon the occurrence of:

- (i) the execution of the final agreement necessary to put effect to the Project; and
- (ii) the Expiry Date described in Exhibit A to this MOU.

b. The Parties may upon mutual agreement extend the Expiry Date.

c. Either Party may terminate this MOU at any time by giving a 30 (thirty) days' prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.

d. On termination of this MOU, each Party agrees to return all properties (e.g. content, technology, software, documentation, etc.) owned or provided by the other Party and