



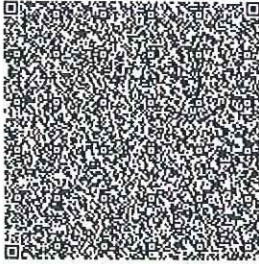
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Certificate Issued Date	: 08-Apr-2015 02:40 PM
Account Reference	: IMPACC (IV)/ dl752003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL75200376827000721982N
Purchased by	: NIELIT
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SNADDEAL
Second Party	: NIELIT
Stamp Duty Paid By	: NIELIT
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made and signed on 23rd April 2015

BY AND BETWEEN

National Institute of Electronics and Information Technology, Department of Electronics and Information Technology, Ministry of Communications and Information Technology having its registered office at A-Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003, herein after called the "**NIELIT**" which expression shall unless repugnant to the context or meaning thereof include its authorized representatives, successors and assigns) of the **First Part**;

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Asst. Secy. Kumar Bahl

shall unless repugnant to the context or meaning thereof include its authorized representatives, successors and assigns) of the **First Part**;

AND

Jasper InfoTech Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 246, 1st Floor, Okhla Industries Estate, Phase III, NewDelhi-110020, hereinafter, referred to as the "**Snapdeal**" which expression shall unless repugnant to the context or meaning thereof include its authorized representatives, successors and assigns) of the **Other Part**

("NIELIT" and "Snapdeal" shall be individually referred to as a "Party" and collectively as the "Parties".)

WHEREAS Snapdeal, *inter alia*, is in the business of information technology enabled services and providing marketing and promotional services to varied merchants and vendors, *inter alia*, through its web portal, namely, www.snapdeal.com ("**Website**")

WHEREAS NIELIT, *inter alia*, is an Autonomous Scientific Society under the administrative control of Department of Electronics & Information Technology (DeitY), Ministry of Communications and Information Technology, Government of India, set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT).

It is hereby agreed that both the Parties will make joint efforts, to coordinate and collaborate efforts to promote entrepreneurs and small businesses in India to leverage the e-commerce opportunity and Snapdeal under its Corporate Social Responsibility has agreed to extends its support to NIELIT. Both Parties shall endeavour to work towards fulfilling their roles and responsibilities.

Role and Responsibilities of Snapdeal

- 1) Provide periodic promotion to NIELIT's course through Snapdeal's Social Media Assets i.e. Twitter, Facebook, Snapdeal's official blog etc. ("**Social Media Assets**") for publicity campaign about the course in the manner as mutually agreed to between the Parties, in writing and subject to applicable laws.
- 2) Provide creative inputs to NIELIT in preparing an advertisement for launching a course in "Digital Marketing using e-Commerce".

- 3) Provide inputs to NIELIT on course structure, training material and teaching methodology from time to time.
- 4) All marketing, promotional materials relating to the Programme will be released only upon such marketing materials being mutually agreed upon and approved by the Parties hereto, in writing.
- 5) Provide insights to NIELIT on suitable target groups for trainings on the basis of its experience of working with sellers in different locations in India; to derive maximum impact
- 6) Snapdeal will enable participants of NIELIT e-Commerce training to register and sell their products on its online marketplace platform www.snapdeal.com ("**Website**") providing industry linkage for participants to immediately benefit from the course, subject to the participant completing the required documentation with Snapdeal.
- 7) Identify a senior in-house Officer to be the Program Officer and provide full commitment for the successful outcomes of the program.
- 8) Snapdeal agrees to extend its support on all the above mentioned at Sr. 1 – 6 on "No-cost-involved" basis to NIELIT.

Role and Responsibilities of NIELIT

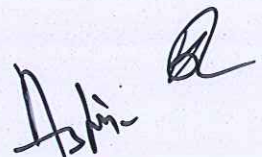
- 1) Identify a senior in-house Officer to be the Programme Officer and provide full commitment for the successful outcomes of the program.
- 2) Design activities and events for creating awareness for the program, enabling prospective students from the open market and various artisan community to submit their applications/candidature for the said program.
- 3) Preparation of the program structure and program manual.
- 4) Engage eminent resource persons from Industry and Academia to teach subjects designed and offered by NIELIT after due approval from the competent Authority of NIELIT.
- 5) Facilitate consultation and involvement of Snapdeal in the design of course curriculum of the Program.

Roles and Responsibilities of SNAPDEAL and NIELIT

- 1) This MoU between NIELIT and Snapdeal will not entail any kind of financial transactions between the Parties..
- 2) Design of course curriculum jointly, keeping in view latest industry requirements.
- 3) NIELIT shall release advertisement through print and audio-visual media, with creative inputs from Snapdeal, whereas Snapdeal will leverage its Social Media Assets to provide publicity to the program at regular intervals.
- 4) Successful candidates shall be awarded certificates by NIELIT, endorsed by Snapdeal.
- 5) For effective implementation & monitoring of the joint program as envisaged in the MOU, **an officer at the level of Deputy Director or higher** shall be appointed as Program Officer on behalf of NIELIT and **an officer with suitable knowledge and experience** shall be nominated as the Program Coordinator on behalf of SNAPDEAL.
- 6) This MoU is a document of good faith and could be followed by an Agreement, if required.
- 7) This MoU will be effective up to one year from the date of signing this MoU, that is, up to **22nd April 2016**, which may be extended by mutual consent of both Parties. Implementation of the MoU would be monitored on a six monthly basis by a steering committee comprising of at least two members each from Snapdeal and NIELIT.

Intellectual Property Rights

Each party shall ensure that the Trademarks, Trade Names, Copyrights, Service Marks, Logos, Devices and other Intellectual Property (IP) of the third Parties are obtained by them by ways of written permission of the respective Owners thereof, save and except to the extent necessary to perform their respective obligation as outlined in this agreement (hereinafter collectively referred to as "**Intellectual Property Rights/IPRs**").



Usage of Intellectual Property.

Both the Parties hereby grants a non-exclusive, non-transferable, royalty free right to use the trademarks, brands, trade names, service marks and logos of the both the Parties to each other. Each Party's intellectual property provided or otherwise made available to the other party may be used by either party solely for the express purposes described in this MoU during the Term of MoU and under the terms hereof ("**Permitted Use of IPRs**"). For any avoidance of doubt, each Party will not:

- (a) Copy the intellectual property of other party;
- (b) Distribute copies of any Intellectual Property of other party;
- (c) Modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble, or make derivative works or improvements based on any Intellectual Property of other party;
- (d) Use, rent, loan, sub-license, lease, distribute, or attempt to grant other rights to any Intellectual Property of other party

Both the Parties acknowledges and agrees that it does not and shall not, nor shall it be deemed to acquire at any time hereafter any right, title or interest whatsoever in, to or over any of the IPRs of the other Party. Both the Parties hereby agrees and undertakes that it shall not claim or assert any right, title or interest in, to or over all or any of the other Party's IPRs or take any action which shall or may impair any right, title or interest of the other Party's IPRs.

Both the Parties shall co-ordinate with and assist its agency in preparing a suitable logo/signage/mark /pamphlets/other marketing, promotional material stating particulars of the Programme that shall be used for promotion and publication of the Programme.

Ownership of The programme

NIELIT shall own the IP rights over the "Structure of the Program" to the extent such educational initiatives can claim ownership and IP rights as per the industry practice and the laws of the country. The course curriculum, pattern, syllabus design, mode of delivery, Examination etc. of the aforesaid program shall be the sole right of NIELIT.

Indemnity:

The parties agree to indemnify and keep each other protected and harmless against any claim or action made by any third party and/ or any loss and damage caused to either party, liabilities, costs and expenses of every kind, that relate to their arise from a result of failure on the part of the other party to discharge an obligation arising out of or in relation to this MOU including but not limited to:

- (a) Breach of any of the terms and conditions of the MoU by the indemnifying Party;
- (b) Any acts, commissions, omissions, negligence or contribution of the indemnifying Party, its officers, representatives, employees, agents, contractors or sub-contractors in any manner under any provision of this or in relation to this MoU;
- (c) Infringement of any third party's intellectual property rights on account of any activity carried out by the indemnifying Party;
- (d) Any claim, action, suit, liabilities, loss or any other legal proceeding filed by any other third party against indemnified Party due to its negligence, acts, commissions, omissions of indemnifying Party under this MoU;
- (e) Breach or contravention of any applicable law by the indemnifying Party.

LIMITATION OF LIABILITY

Nothing in this MoU excludes or limits either party's liability for:

- (a) Death or personal injury resulting from the negligence of either party or their servants, agents or employees;
- (b) Negligence, fraud or misconduct;
- (c) Misuse or unauthorized disclosure of Confidential Information or Snapdeal Data;
- (d) Breach of third party intellectual property rights;
- (e) Indemnification obligations hereunder; and
- (f) Matters which cannot be excluded or limited under applicable law.



Subject to the aforesaid, neither Party will be liable under or in connection with this MoU for any special, indirect consequential, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.). suffered or incurred by the other party

Force Majeure:

The parties are not liable for any failure in performance of their obligation if such failure is as a result of Force Majeure events only if such Force Majeure is accepted by the other Party.

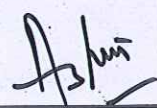
Confidentiality:

Snapdeal and NIELIT agree to keep confidential all information shared with each other and will disclose the same to a third party only after taking prior written consent of the other. This clause excludes information available in Public domain. The confidentiality provisions of this MOU shall remain in full force and effect during the term of this MOU and 12 months thereafter.

During the continuation of this MoU the Parties will share confidential information with each other. The Parties will not, during or subsequent to the term of this MoU, (i) use or copy the Confidential Information for any purpose whatsoever other than the purpose mentioned under this MoU or (ii) disclose the Confidential Information to any third party. Both the Parties agree that all Confidential Information will remain the sole property of the disclosing Party. The Parties agree to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information, including, but not limited to, having each of Party's employees and contractors, if any, with access to any Confidential Information execute a non-disclosure agreement. Without the disclosing Party's prior written approval, recipient Party will not directly or indirectly disclose to anyone the existence of this MoU or the fact that recipient Party has this arrangement with the Snapdeal.

Return of Materials:

Upon the termination of this MoU, or upon completion of the project, both the Parties will deliver to the other Party all of its property, in any form, including but not limited to all



promotional material or information, electronically stored information and passwords to access such property, or Confidential Information that recipient Party may have in its possession or control.

Dispute Resolution:

Efforts will be made by the Parties to resolve disputes amicably through discussion. In the event of any dispute or difference relating to the interpretation and, application of the provisions of this MoU, such dispute or difference shall be jointly referred by the Parties for Arbitration of a sole Arbitrator to be nominated mutually by both the Parties.. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the Parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of legal affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary, whose decision shall be binding on the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Governing Laws

This MoU construed under the laws of India and courts at Delhi shall have exclusive jurisdiction to adjudicate any disputes under this MoU.

Termination of the MoU

This MoU shall stand terminated on the occurrence of any of the following events:

- (a) At the expiry of the term of the MoU as provided hereinabove if the Parties does not choose to renew this MoU.
- (b) This MoU will be terminated in the event of
 - i. Bankruptcy proceeding has been initiated against any of the Parties.
 - ii. Mutual agreement between the Parties.
 - iii. If any of the Parties commits breach of any of its obligation under this MoU. If breach of trust of any of its obligation by either party and if such



breach is not rectified within a period of fifteen (15) days from the date of the receipt of the notice in that regard, by the Party in default from the other Party.

- iv. On expiry of notice not less than sixty (60) days to be given in writing, such period being reckoned from the date of receipt of the notice by the concerned Party.

Consequences of Termination:

Upon the expiration and/or early termination of this MoU, and unless otherwise provided in this MoU:

- (a) All rights granted to the Parties under this MoU shall stand terminated;
- (b) Parties shall discontinue using any marketing and promotional material provided by other Party under this MoU.
- (c) Parties shall immediately cease all use, reproduction, display and distribution of marketing and promotional material within 15 (fifteen) days preceding the termination of this MoU.
- (d) The expiry or termination of this MoU for any reason shall not affect any rights and / or obligations:
 - i. accrued before the date of termination or expiry; or
 - ii. expressed or intended to continue in force after termination

MISCELLANEOUS

- (a) It is understood and has been agreed between the Parties that this MoU is entered into by and between the Parties to this MoU on 'principal-to-principal' basis and nothing in this MoU shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent, between the Parties or any of them.
- (b) Neither Party shall be allowed to mention other Party's name in any promotional, marketing and related materials, all media releases, public announcements and public disclosures relating to the fact of this MoU or its subject matter shall be subject to the other Party's review and approval prior to

release. This restriction does not apply (i) to any announcement intended solely for internal distribution, or (ii) any disclosure required by law.

- (c) Except as otherwise provided in this MoU, Service Provider shall not sell, assign or delegate any rights or obligations under this MoU.
- (d) Entire MoU. This MoU constitutes the entire MoU between the Parties with respect to the subject matter of this MoU and supersedes all prior written and oral MoUs between the Parties regarding the subject matter of this MoU.
- (e) Notices. Any notice or other communication required or permitted by this MoU to be given to a Party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested), to the Party at the address written below or at such other address as the Party may have previously specified by intimating the other Party in advance in writing.
 - i. If to the NEILIT, to the address on the first/signature page to this MoU
 - ii. If to Snapdeal, to the address on the first/signature page to this MoU
- (f) Severability. If any provision of this MoU is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
- (g) Amendment. No amendment or change hereof or addition hereto shall be effective or binding upon any of the Parties hereto unless the same is reduced in writing with specific reference to this MoU and executed by the Parties hereto.
- (h) That Annexure (s) to this MoU is/are part and parcel of this MoU and be read in conjunction with this MoU while interpreting the terms and conditions of this MoU.
- (i) This MoU may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same MoU.

This Memorandum of Understanding ("MoU") is a preliminary and confidential draft executed between Snapdeal and NEILIT. The terms and conditions outlined in this MoU are not intended to be all-inclusive, but set forth a broad framework for the discussion of the above said bullet points to be structured between Snapdeal and NEILIT. Thereafter, both Parties shall enter into a definitive agreement with detail terms and conditions upon its further negotiation and mutual acceptable agenda & points.

Signed by Kunal Bahl

(Kunal Bahl)
Chief Executive Officer, Snapdeal
(Official Seal)



Signed by Ashwini
23/4/20

(Dr Ashwini Kumar Sharma)
Managing Director, NIELIT
(Official Seal)



Witness	Witness
<p>1. <u>Bunoy</u></p> <p>2. <u>Sanjeev</u></p>	<p>1. <u>Bunoy</u></p> <p>2. <u>Sanjeev</u></p>