

Memorandum of Understanding

1. Participants

1.1. This Memorandum of Understanding (herein after called "**MoU**") made and entered into on this **30th day of December 2016**, by and between the **Council of Scientific and Industrial Research**, a society registered under the Societies Act of India 1860, having its registered office at Anusandhan Bhavan, 2, Rafi Marg, New Delhi-110001, represented by one of its constituent laboratories, **CSIR Fourth Paradigm Institute**, with its principal place of work at CSIR-NAL Belur Campus, Wind Tunnel Road, Bengaluru, Karnataka 560 037, India (herein after called "**CSIR-4PI**", which expression shall, where the context so admits, include its successors and permitted assigns) of one part; and,

1.2. **Indian Centre for Social Transformation**, a registered public charitable trust (Registration No. HLS-4-00228-2009-10 dated 26 December 2009) and having its registered office now at #13/A, Shrungar Shopping Complex, 80 Feet Road, M.G.Road, Bengaluru-560001, represented by Mr. Raja Seevan, Founder Trustee (hereinafter called "**INDIAN CST**", which expression shall, where the context so admits, include its successors and permitted assigns) of other part.

1.3. Hereinafter, both parts are individually referred to as "**Party**" and collectively as "**Parties**" in the MoU.

2. Preamble

2.1. Whereas CSIR Fourth Paradigm Institute (CSIR-4PI), is a CSIR Laboratory established with a vision to tap the power and scope of mathematical modelling and computing that is poised to grow manifold in years to come. CSIR-4PI would like to play a pivotal role by bringing-in this emerging technology in its fullest power to the service of science and the nation. CSIR-4PI is also mandated to work in the areas of Climate Change, Environment and Agricultural Systems modelling and Data Science.

2.1.1. CSIR-4PI has the objective to:

2.1.1.1. To develop capability for addressing critical issues of scientific significance and social benefit.

CSIR-4PI

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- 2.1.1.2. To enhance the scope and strength of mathematical modelling and data science through development of new techniques/algorithms etc.
- 2.1.1.3. To train and develop high-quality manpower in the area of Mathematical Modelling, Computer Simulation and data science.
- 2.1.1.4. Provide High Performance Computing facilities to computational scientists of CSIR.
- 2.1.2. Institute hosts one of the fastest and largest High Performance Computing facility of the country. Presently it houses a 362TeraFlops (Peak) HPC cluster for internal research as well as for collaboration with other organizations.

2.2. Whereas the **INDIAN CST is a forum** for citizens' collective action to implement sub clause (j) of the Article 51 A of the Constitution of India (Art. 51A: *to strive towards excellence in all spheres of individual and collective activity so that the nation constantly rises to higher levels of endeavor and achievement.*)

2.2.1. To this end, INDIAN CST does promote, develop, invest in and make available to the public all kind of technologies and computer software applications that enable members of the public as well as all types of organizations, associations and government agencies to improve their efficiency, to promote transparency in processes and facilitate accountability so that individuals and organizations excel in their respective areas of functioning. The goal of INDIAN CST is to promote a number of projects that will deliver a cost effective computing, best practices, knowledge management systems and critical applications at affordable costs to masses across India through one stop portal. INDIAN CST truly believes in 'IT for Social Change'. INDIAN CST aims to provide a suite of applications through its Transportal on a service model.

2.2.2. INDIAN CST has already worked with a large number of Central, State and local Government institutions in the areas of cloud computing for good governance. It is already doing program/project management of various government agencies like M/o Agriculture and Farmers Welfare, Department of Animal Husbandry, Dairying and Fisheries by building an e-commerce portal <http://www.epashuhaat.gov.in/> on its Transportal. Similar work has also been done for Central

Vigilance Commission (CVC) for the Project Vigeye. Further e Transportal and the Global Project Management System (GPMS) have been used in institutions like Bengaluru University, Bruhat Bengaluru Mahanagara Palike (BBMP), National Productivity Council, and for monitoring of the Indira AwasYojana in Bihar.etc,

2.3. Whereas, **INDIAN CST** and **CSIR-4PI** have decided to collaborate in the following areas:

2.3.1. Utilization of information technology and data analytics to enable members of the public as well as all types of organizations, associations and government agencies to improve their efficiencies.

2.3.2. Application of Big Data aided by High Performance (HPC) computing to various government programmes such as Farmers welfare, Sustainable development goals, Digital India, Smart cities and villages, Aadhar linked schemes, Cyber security, etc.

2.4. Whereas, **CSIR-4PI** and **INDIAN CST** have agreed to collaborate in the above areas. Above areas of co-operation will be expanded on mutual consent of Parties.

2.5. Now therefore, **Parties** have agreed to enter into this **MoU** for the identified collaborative activities that could be pursued under this **MoU** through mutual consultations in above mentioned identified areas of public good such as doubling the income of farmers in five years. Parties may expand/reduce the above areas later, on basis of mutual union of interests.

3. Scope of MoU

3.1 The **Parties** shall harness their combined strengths to work on key opportunities in the areas identified above. Both parties will also work on mutually beneficial opportunities in government and other sectors using the Big Data platform that will be built as combined effort. Both the parties will make reasonable efforts to define and develop specific tasks that may include consultancy projects, co-operative/collaborative projects. Both the parties will also strive to make the joint efforts self-sustainable.

3.2 Obligations of Parties:

- 3.2.1** Responsibilities of CSIR-4PI: CSIR-4PI will provide initial infrastructure for hosting of various services and will also make available big data analytics tools and technologies along with HPC resources.
- 3.2.2** Responsibilities of **INDIAN CST**: INDIAN CST will develop various data collection portals integrated in its Transportal and enable collection of data of all types from different service spaces and work with CSIR-4PI on furthering the big data science to bring its benefits in the hands of common man.
- 3.2.3** Financial Aspects: Both parties agree to generate necessary funds to sustain the activities identified for joint persuasion under this **MoU**.
- 3.2.4** Intellectual Property Rights: IPRs arising out of common effort will be jointly held.

4. Confidentiality

- 4.1** During the tenure of this **MoU** and for three **years** thereafter, **Parties** undertake on their behalf and on behalf of their sub-contractors or employees or representatives or associates to maintain strict confidentiality and prevent disclosure thereof to any third party, of all the information and data exchanged or generated pertaining to work under this **MoU** for any purposes other than in accordance with this **MoU**. Each party shall treat the proprietary intellectual property, business, technical and financial information and the negotiations as Confidential Information. The parties agree to treat these negotiations as confidential and no public announcement shall be made without the approval of all the parties to this Memorandum. Neither party shall disclose any confidential information to any third party without the consent of the other party or use such Confidential Information except to the extent necessary to carry out obligations for which it has been provided. Any **Confidential Information** exchanged by the **Parties** and entitled to protection hereunder shall be identified as such by an appropriate stamp or marking on each document exchanged designating that the Information is "**Confidential Information**". **Confidential Information** disclosed in other than written form shall be considered **Confidential Information** only to the extent that prior to any disclosure thereof the **Disclosing Party** puts the **Receiving Party** on notice that such information is **Confidential Information** and

thereafter summarizes the same in written form within **30 (Thirty)** days of disclosure which clearly identifies such information as **Confidential Information**.

4.2 Above Confidential obligation does not apply if that information:

- 4.2.1** is or becomes generally available to the public without any fault from Receiving Party; or,
- 4.2.2** is independently developed by the Receiving Party without the use of such disclosed materials; or,
- 4.2.3** is lawfully in the possession of Receiving Party prior to a disclosure without breach of this **MoU**; or,
- 4.2.4** has been acquired through a third party who is not obligated under this agreement; or,
- 4.2.5** is disclosed by the Receiving Party with the Disclosing Party's prior written approval; or,
- 4.2.6** is required to disclose the information by operation of law. In such a case, Receiving Party promptly informs the Disclosing Party well in advance and co-operates with Disclosing Party to avoid the inadvertent and improper disclosure of confidential information.

4.3 Parties acknowledge that the confidential information is valuable and unique. In case of breach, the affected party shall be entitled to claim injunctive relief in addition to all other remedies available in law or equity including monetary damages.

4.4 Upon termination or expiry of this **MoU**, or upon earlier demand thereof, the Receiving Party shall return to the Disclosing Party's all of the Disclosing Party's known tangible forms of the confidential information and copies thereof in the Receiving Party's possession.

5. Ownership and Sharing of Intellectual Property Rights

5.1 No rights in Industrial and/or Intellectual Property (Including without limitation, letters, patent, registered design, software copyrights, trademark and copyright) existing on the signature of this **MoU** and owned by the **Parties** on their part are hereby granted by the owning **Party** to the other **Party**, nor shall any such rights be deemed to be granted except as specified in particular Agreements.

5.2 **Parties** rights with respect to ownership and sharing of benefit in foreground IP generated from the collaboration activity will be

specified in individual contracts those will be performed under this MoU.

- 5.3 Notwithstanding the above, **CSIR-4PI** shall have the right to license the technology during the period of license given to **INDIAN CST** if Government of India desires **CSIR-4PI** to disclose the technology for its use in India in national interest. In such cases, money accrued there from shall be shared between **CSIR-4PI** and **INDIAN CST** on a mutually agreed basis.

6. Effective Date, Duration and Termination

- 6.1 This MoU shall become effective upon execution by both the Parties and shall remain in effect for **FIVE years** or until such period as may be extended by mutual consent of Parties. If a Definitive Agreement for individual contracts has not been made and received the necessary internal approvals of the parties within the above specified terms of MoU, then this MoU shall cease to operate with regard to the conduct of the parties without any extension or amendments.
- 6.2 This MOU may be terminated by either Party on the grounds of non-performance of any of the responsibilities with three months notice of termination on either side. However, prior to termination on such grounds both Parties will endeavor to settle any disputes by mutual discussion / correspondence. In the event either Party wishes to terminate the MoU for reasons other than non-performance of responsibilities, such termination shall be through mutual consent in writing.
- 6.3 Termination of this MoU shall not terminate any licenses or agreements already entered into by a Party with third parties and Parties shall continue to obtain the benefits of and fulfill their obligation hereunder for the term of each and every such license or MoU.
- 6.4 Upon termination of the agreement, all rights granted to and the obligations undertaken by the Parties hereto shall cease to exist forthwith except the obligation of Parties to keep the information in confidence, vide Clause (4) herein.
- 6.5 Neither party shall assign, or in any manner, transfer its interest or any part thereof in this MoU, except to wholly owned subsidiaries. During the term of this MoU, and for a period of one year immediately following the termination of this MoU, neither **INDIAN CST** nor **CSIR-4PI** shall knowingly make an offer of employment to any officer,

CSIR-4PI *M. Sharanada*

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INDIAN CST..... *[Signature]*



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partner or employee of the other who is involved with the efforts under this **MoU**, without prior written approval of the other party.

- 6.6 This **MoU** constitutes the entire understanding and agreement between the **Parties** relating to the subject matter hereof and supersedes and cancels any and all previous or collateral agreements, negotiations, commitments, representations or understandings between the **Parties** with respect to this Agreement, and the subject matter hereof. If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid. This **MoU** shall be binding upon and inure to the benefit of the **Parties** hereto and their respective heirs, personal representatives, successors and assignees.
- 6.7 Provisions of this **MoU** will not affect the **MoUs** /Contracts/Agreement those have been executed with the third **parties** prior to execution of this **MoU**, and each **Party** have right to continue with these agreements unless those are not affecting the provisions of this **MoU**.
- 6.8 No amendment or modification of this **MoU** shall be valid unless the same is made in writing by both the **Parties** or their authorized representatives and specifically stating the same to be an amendment of this **MoU**. The modifications / changes shall be effective from the date on which they are made or executed unless otherwise agreed to.

7. Notices

- 7.1 All notices and other communications required to be served on **Parties** under the terms of this **MoU** shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to **other Party** at its last known address of business. **Parties** designate the following representatives as **point of contact** for all notices and communications in respect of this **MoU**. Either **Party** may change these exclusive contacts by written notice to other **Party**.

For CSIR-4PI	For INDIAN CST
Name: R P Thangavelu Address: CSIR Fourth Paradigm Institute, CSIR-NAL Belur Campus, Wind Tunnel Road,	Name: Raja Seevan Address: 13/A Shrungar Shopping Complex, 80 ft road, M.G.Road Bengaluru – 560001

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Bengaluru 560 037 Ph.No: +91 80 2505 1908 FAX: +91 80 2522 0392 E-mail: thangam@csir4pi.in	Ph.No: +91 80 2286 8185 FAX: 080 25587958 E-mail: rajaseevan@indiancst.in
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8. Individuality

8.1 This **MoU** is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. Nothing in this **MoU** shall be construed to grant either party the right to make commitments of any kind for or on behalf of the other without the other's prior written consent. At all times contemplated herein, **INDIAN CST and CSIR-4PI** shall remain independent entities, each responsible for its own employees. Each party assumes no responsibility to the other for costs, expenses, risks, and liabilities arising from the efforts of the party.

9. Force Majeure

9.1 Neither **Parties** shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the Force Majeure events such as, but not limited to, the acts of God, War, Flood, Earthquake, Strikes, Lockouts, Epidemic, Riots, Civil commotions etc. provided on the occurrence and cessation of any such event the **Party** affected thereby shall give a notice in writing to the other **Party** within 30 (Thirty) days of such occurrence or cessation. If the Force Majeure conditions continue beyond 6 (six) months, the **Parties** shall jointly decide about the future course of action.

10. Governing Laws and Arbitration

10.1 This Agreement shall be governed by the laws of India. The courts at Bengaluru shall have the exclusive jurisdiction in matters related hereto. The **Parties** agree that in the event there are any disputes or differences between them with regard to interpretation of this Agreement, the **Parties** shall endeavor to settle the matter through mutual negotiations and discussions in the spirit and understanding of the **Parties** in entering into this Agreement, and failing such

CSIR-4PI *M. Sharanade*

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settlement, same shall be referred to sole arbitrator in accordance with ***The Arbitration and Conciliation Act, 1996 and the rules framed there under from time to time***. The Arbitrator shall be appointed by mutual consent between the Parties; the venue for arbitration proceedings shall be Bengaluru. The arbitration proceedings shall be conducted in English language. Decision of arbitrator shall be final and binding on the Parties. Parties shall equally bear the cost of arbitration and its proceedings unless the award provides otherwise.

11. Seal of the Parties

11.1 In witness whereof the **Parties** mentioned above, represented by their authorized representatives, set forth their hands on this the day, month and year and have caused this Agreement to be signed in the presence of the following witnesses:

Agreed and accepted on the date first written above.

For and on Behalf of CSIR-4PI	For and on Behalf of Indian CST
<p>Signature: <i>M. Sharada</i></p> <p>Name: Mrs. M. K. Sharada</p> <p>Seal & Designation:</p> <p>प्रधान, पीएमई / Head, PME सीएसआईआर-4पीआई CSIR-4PI</p>	<p>Signature: <i>Mr. Raja Seethan</i></p> <p>Name: Mr. Raja Seethan</p> <p>Seal & Designation: Founder Trustee</p> 
<p>Witnesses (Name & Signature):</p> <p>1. <i>R. P. Thangavelu</i> R P THANGAVELU</p> <p>2. <i>G. K. Patra</i> G K Patra</p>	<p>Witnesses (Name & Signature):</p> <p>1. <i>R. Sri Kumar</i> R. SRI KUMAR</p> <p>2. <i>C. A. Arumugham</i> C A ARUMUGHAM</p>