

MEMORANDUM OF UNDERSTANDING
between
Indian Institute of Technology Delhi
and
National Institute for Smart Government
to jointly establish
E-Governance Innovation Laboratory at IIT Delhi

This Memorandum of Understanding ("MOU") is executed as on this __ day of September 2006, between:

NATIONAL INSTITUTE FOR SMART GOVERNMENT, a company incorporated under section 25 of the Indian Companies Act, 1956 having its principal address at IIIT Campus, Gachibowli, Hyderabad (hereinafter referred to as "NISG", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the **FIRST PART**

AND

IITD, its principal address at IIT Campus, New Delhi (hereinafter referred to as "IITD", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**,

NISG and IITD are individually referred to as "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. NISG is exploring different avenues for building innovative solutions for e-Governance;
- B. NISG and IITD intend to collaborate by entering into an MOU to help the research effort with academic rigor.

In pursuance of the aforesaid, the Parties hereto wish to record under this MOU, the terms of their mutual understanding in order to establish a framework for initiating innovative solutions and research in the areas of e-Governance.

NOW THE PARTIES HERETO AGREE AS UNDER:

ARTICLE 1: SCOPE OF THE MOU

- 1.1 The objective of this MOU is to set out the framework within which NISG and IITD will jointly explore and work towards achieving the objectives and matters described in this MOU as also listed in **Annexure I** hereof, and more specifically by setting up an e-Governance Innovation Laboratory (EGIL) in IITD. Each Party shall have the right, in its sole discretion, to determine how it will fulfill its obligations hereunder.
- 1.2 If IITD and NISG mutually agree to pursue any of objectives and undertakings herein, the terms and conditions for pursuing such objectives shall be documented on a case-to-case basis under project documents to be negotiated and finalized between the Parties ("**Project Plans**"). The projects may relate to the following subjects:

- Enabling research and solution frameworks for Governments in areas jointly identified by IITD and NISG;
- Create new class of applications and solutions that focus on optimizing the delivery of government services in identified areas;
- Create a framework and architecture to incorporate the use of information technology in the functioning of the various government departments;
- Create a lab environment so as to experiment with the new range of technologies that can be applied in e-Governance; and
- Conduct appropriate research and proof of concept, for applying emerging technologies like Smart devices, RFID, Smart Cards in e-Governance Solutions.

ARTICLE 2: GRANT

- 2.1 NISG agrees to deploy funds pursuant to the terms and conditions of the Project Plans submitted by IITD.
- 2.2 The Parties agree that IITD will place before the Advisory Group, described more specifically in Article 4, a proposal highlighting the budget requirements for IITD. The Advisory Group will provide a budget to IITD in the form of a Project grant, after obtaining the approval, as may be needed, of the Steering Committee of the e-Governance Innovation Centre set up by NISG in furtherance of the MOU between NISG and Microsoft. The budget shall cover the cost of establishing the EGIL including the cost on account of the faculty, researchers, and miscellaneous charges related to the projects stated.
- 2.3 IITD shall maintain detailed statements of accounts in respect of utilization of the funds provided by NISG. NISG may seek, and IIT shall provide, further details and clarifications if found necessary by NISG. However, IIT's standard terms, conditions and procedures in respect of expenditures, procurements and appointments, as applicable to other sponsored projects will apply. "

ARTICLE 3: PROGRAM MANAGER

- 3.1 NISG and IIT shall jointly finalize the plans for each project approved by the Advisory Group within the areas previously identified by the Steering Committee constituted by NISG to promote and oversee research and innovation in e-Governance. (The national-level Steering Committee has representation from (among others) NISG, its sponsors, viz. DIT (Government of India), and the sponsor of the research initiative, viz. Microsoft.)
- 3.2 IITD and NISG shall work together and co-operate in the areas and in the manner set forth in **Annexure I** to this MOU.

ARTICLE 4: FORMATION OF ADVISORY GROUP

- 4.1 An "advisory group" consisting of one member each from DIT (Govt of India), NISG, Microsoft and IITD is proposed to be formed for reviewing the working and progress of EGIL. This group will meet on a Quarterly basis and will also discuss more frequently through email/electronic media as required to address all the day to day aspects related to the EGIL.

Within the guidelines framed by the Steering Committee, the advisory group will review and approve project proposals from IITD.

ARTICLE 5: SOURCING OF MANPOWER

- 5.1 NISG will place some of its consultants and employees as required who will undertake R&D in e-governance in collaboration with IITD faculty and researchers. Further in order to execute the R&D projects IITD may recruit staff for the duration of the project using its own procedures.

ARTICLE 6: CONFIDENTIALITY

- 6.1 All commercial and other information, whether written, oral or in any other form, furnished hereunder by one Party to the other or its employees, representatives or agents shall be considered confidential by the receiving Party, which shall take all necessary precautions to keep the confidential information, secret and confidential.
- 6.2 The receiving party will apply due care and judgment in distributing such confidential material. An effort will be made to seek prior approval of the other party in case a matter needs to be communicated to third parties.
- 6.3.1 Notwithstanding the forgoing, this Article shall not apply to information which:
- (i) Is or becomes publicly known or is printed in a publication available to the general public through no wrongful act of the Party concerned; or
 - (ii) Is at the time of disclosure already known by the person to whom disclosure is made unless such knowledge is subject to a restriction as to use or disclosure imposed on such a person; or
 - (iii) Is acquired from a third party in good faith and without an obligation of confidence being owed to that third party in respect thereof.

ARTICLE 7: PUBLIC ANNOUNCEMENT

- 7.1 Neither Party shall make or cause to be made any public announcement of, or in relation to the existence of this MOU or the intention of entering into an Agreement without the prior written approval of the other Party.
- 7.2 The restriction in Articles 6 and 7.1 above shall not apply where any information needs to be submitted to any regulatory, administrative or government authority.

ARTICLE 8: TERM AND TERMINATION

- 8.1 This tenure of this MOU shall be until November 27, 2008, which is the date the current MOU between NISG and Microsoft expires, or until the currency of the MOU between NISG and Microsoft whichever comes earlier. The Term of the MOU may be extended for such period as may be mutually agreed between the Parties in writing.
- 8.2 Notwithstanding anything in this MOU, neither Party shall be liable to the other for any failure to achieve any of the objectives and undertakings herein or for any failure to finalize any Project Plans.

- 8.3 This MOU may be terminated, without cause and any other liability whatsoever, by either Party after giving a one (1) month notice in writing to the other Parties. However, commitments made by either party in respect of personnel hired, or equipment ordered, for a project under this MoU would be honoured by the respective parties.

ARTICLE 9: INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Parties agree that all rights, interests and title in the products, components and other software or process artifacts to be developed in relation to the e-Governance research, consultative studies, pilots, standards or architectures under this MOU (henceforth referred to as "Research outcome") shall vest jointly with IITD and NISG. IITD will have no objection to NISG sharing the Research outcome with Microsoft in accordance with NISG's separate agreement with Microsoft. However, the intent is to make all such Research outcome in the public domain so that all public institutions and public at large can benefit from the fruits of the research. Each party shall be given a copy of all such Research outcome. The two parties shall consult each other before placing the research outcome in public domain or filing an application for patent or copy-right registration. Each Party shall be free to use, reproduce and modify such Research outcome for any purpose whatsoever. However, any royalty that accrues from licensing it to an organization other than Microsoft shall be shared equally between IITD and NISG.

ARTICLE 10: REPRESENTATIONS AND WARRANTIES

- 10.1 The Parties represent and warrant to each other that
- (i) It has full power and authority to enter into this MOU and perform its obligations under this MOU; and
 - (ii) It shall ensure that the Grant is used only for the purposes specified under this MOU and not for any other purpose whatsoever.
- 10.2 NISG further confirms that under no circumstances shall IITD be liable for any payment or claim or compensation of any nature to NISG.

ARTICLE 11: GOVERNING LAW AND ARBITRATION

- 11.1 This MOU shall be governed and construed in accordance with the laws of India.
- 11.2 Any and all disputes or claims arising under this MOU or out of or in connection with the execution, interpretation, performance, or non-performance of this MOU or any or all of the foregoing shall be solely and finally settled by arbitration under the Arbitration and Conciliation Act, 1996. All arbitration proceedings shall be conducted in the English language and the venue of arbitration shall be New Delhi. The arbitral tribunal shall comprise of three (3) arbitrators, one (1) to be appointed by IITD and one (1) to be appointed jointly by NISG and the third (3rd) arbitrator to be appointed by the two (2) arbitrators so appointed.

ARTICLE 12: NOTICES

- 12.1 Any notice or other information required or authorized by this MOU to be given shall be given in writing, in English and by hand delivery with a written

acknowledgement in receipt thereof or sending it by courier with proof of delivery or sending it by facsimile transmission or e-mail communication.


ARTICLE 13: MISCELLANEOUS

- 13.1 Neither Party shall be liable by reason of failure or delay in the performance of its obligations under this MOU if such failure or delay is caused by acts of God, strikes, lockouts, war or any other cause beyond its control and without its fault or negligence.
- 13.2 In the event of any one or more of the provisions contained in this MOU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MOU become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired.
- 13.3 This MOU supersedes all prior understandings, if any, between the Parties concerning the subject hereof.
- 13.4 No amendments to the MOU shall be valid unless executed in writing and signed by both Parties.
- 13.5 Nothing contained herein shall be deemed to neither create any partnership, joint venture or similar relationship between IITD and NISG nor confer on any Party the authority to incur any obligation or liability on behalf of the other Party or bind the other.

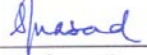
IN WITNESS WHEREOF the Parties hereto have signed this MOU as of the day and year first above written.

Signed and delivered for and on behalf of Signed and delivered for and on behalf of

National Institute for Smart Government


Name: J. Satyanarayana, IAS
Title: CEO

Indian Institute of Technology Delhi


Name: Professor Surendra Prasad
Title: Director, IITD

WITNESSES:

1. Mr. Ashok Krishnan, NISG


27.10.2006

2. Prof. Bijendra Jain, IITD



ANNEXURE I
Agreed Areas and Manner of Cooperation

- a. IITD will make available space of approximately 1000 sq feet for the Innovation lab and take up specific research projects with the involvement of faculty and research students.
- b. NISG will suitably furnish the said space for use of the Head of the School of Information Technology and some of the IITD faculty and students and NISG personnel who will be involved with projects carried out under this programme.
- c. NISG will fund and procure all necessary hardware and software required for the Innovation Lab through the fund.
- d. All such assets acquired by NISG on behalf of the EGIL at IITD will be separately inventoried and the inventory of this will be kept by the EGIL. These assets shall be transferred [donated] to IITD at the time of termination of the MOU or at an earlier date as mutually agreed.
- e. IITD will network with the faculty and researchers from other IITs in areas of interest to the Innovation lab.
- f. This laboratory at IITD will be called "e-Governance Innovation Laboratory", and may be considered to be a joint effort by IITD and NISG as part of NISG's initiative called, E_Governance Innovation Centre, EGIC, established under an MOU between NISG and Microsoft. While the EGIC (centre) will be logically housed at NISG, there could be multiple EGIL's, such as the EGIL (laboratory) being set up at IITD. EGIC will allocate a funds to EGIL based on identified and approved projects.
- g. Areas of work : IITD and NISG agree to undertake research in various areas of e-governance, including but not limited to:
 - 1) Process Improvement: Optimization & Standardization of forms and their re-engineering, interoperability, Operational Efficiency & Workflow Automation, Project Monitoring, etc.
 - 2) Architecture and service delivery: SOA for e-Government, BPEL for e-Government, Web Services for e-Government
 - 3) Technologies for E-governance: Suitable technologies that can help e.g. RFID, Smart cards, Identity management and theft prevention, interoperability in terms of metadata etc.

While the above are indicative areas, specific project or research ideas will be proposed by IIT Delhi or NISG and approved by the Advisory Group. The goal of EGIL will be to conduct research in these areas. The output will be in the form of concept papers/reports, and/or proof of concept implementations, depending on the nature of project. EGIL may also host workshops/conferences to encourage research in this area &/or to solicit ideas.

-end of Annexure 1 to MoU between IITD and NISG to jointly establish EGIL lab at IITD--