

MEMORANDUM OF UNDERSTANDING

“Knowledge Partner for Data Innovation Lab”

BETWEEN

AND

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) (as defined hereafter) is made and entered on _____, at _____,

By and between

The President of India, acting through Shri Tapan Das, Under Secretary, Computer Centre, an attached office of Ministry of Statistics and Programme Implementation (MoSPI), having its Office at East Block-1, Sector-1, R.K. Puram, New Delhi-110068, represented through its authorized signatory, (hereinafter referred to as “the First Party”, as the context may require, which expression shall, unless it’s repugnant to the meaning or context thereof, be deemed to mean and include its successors in interest and assigns);

And

\$_{CounterParty}\$, a (Educational Institute/Regulatory Body/Government Body etc) duly incorporated under the provisions of <ACT>, located at \$_{Address}\$, represented through its authorized signatory <Name and designation of the authorised signatory>, (herein referred to as the “the Partner Organisation or the Second Party”, which expression shall, unless it’s repugnant to the meaning or context thereof, be deemed to mean and include its successors in interest and permitted assigns);

the First Party and the Partner Organization shall hereinafter individually be referred to as a “Party”, and collectively as the “Parties”, as the context may require.

WHEREAS Ministry of Statistics and Programme Implementation (MoSPI) of the Government of India has taken a number of initiatives to transform the statistical data ecosystem which inter-alia include developing of an Integrated Information Portal named e-Sankhyiki Portal, e-Sigma portal for Survey Solution for large socio-economic surveys, and framework for measuring Sustainable Development Goals (SDGs).

WHEREAS the First Party has been mandated to undertake innovation and experimentation related to Information Technology & methodological solutions for Data Acquisition, Processing and Dissemination etc. in the field of official Statistics as part of the initiatives to transform the statistical data ecosystem. Acknowledging the same, a Data Innovation- Lab (DI Lab) component of the Capacity Development Scheme has been operationalised.

WHEREAS the Objective of Data Innovation Lab component is to promote innovation, adoption of Information Technology in the field of official statistics, methodological improvement and address the challenges of the National Statistical System of India faced by the practitioners.

WHEREAS Data Innovation Lab will create an ecosystem for experimentation, offering of new ideas and their Proof-of-Concept through wider participation of individuals such as entrepreneurs' researchers from National & International Organizations, and other organizations including start-ups, academic-research organizations and Institutes of National & International eminence, etc.

WHEREAS the Data Innovation Lab will be responsible for creating an ecosystem for innovation for strengthening of National Statistical System (NSS), which includes the strategic partnerships with institutes/ organizations of repute for their participation in the ecosystem and act as partner organisations in this endeavour

WHEREAS the Partner Organization's main objective is to _____. Partner Organization is interested in cooperating with the First Party in furtherance of their Goal.

NOW THEREFORE the Parties agree that this MoU shall be non-binding & non-commercial in nature and does not create any legal or financial obligations between the Parties, except for the Intellectual Property Rights, Data Privacy and Protection, Confidential Information, Dispute Resolution and Indemnity provisions under this MoU. The Parties agree to work together systematically for achieving the objectives as contemplated under this MoU.

2. Objectives and Scope of the MoU

The objectives and scope of the MoU is to:

- To create strategic partnerships with institutes and organizations of repute, engaging them as knowledge partners in the initiative led by the First Party.
- To build an ecosystem for partnership for sensitization of interested individuals/ participants towards various problems being faced by the National Statistical Office (NSO) in the official statistical system as well as to encourage participation for building innovative solutions.
- To engage students, researchers, and faculty in solving real-world problems through workshops, hackathons, and other collaborative activities.
- To facilitate knowledge exchange and capacity building in the field of data analytics and statistics.

The MoU is collaborative & non-commercial. However, if required, in order to achieve the desired objective, the First Party may request the Second Party to undertake activities as per the guidelines for which financial support as approved by the Governing Council will be provided.

3. Roles and Responsibilities

The roles and responsibilities of the First Party are detailed as below:

- To provide necessary information about the problem being faced in its working;
- To provide financial assistance for undertaking various activities like Workshop, Datathon, Hackathon etc. for finding solutions to the problem as per requirement;
- To provide domain experts to participate in this problem-solving process as and when needed;
- To provide necessary resources like data as per the policy if needed;
- To facilitate interaction between various stakeholders;
- To review and monitor the progress of activities conducted under this MoU and provide regular feedback on outputs of collaborative projects.
- Any other responsibility as mutually agreed for achieving the objective of the scheme.

4. Partner Organization's Roles and Responsibilities

The roles and responsibilities of the Partner Organization are detailed as below:

- Academic institutions shall take necessary approvals from its management for the implementation and success of the programme.
- To effectively sensitize various interested individuals/ participants towards various problems being faced by the NSO in the official statistical system.
- To encourage interested individuals/ participants for building innovative solutions.
- To conduct necessary events like workshops/Datathon/Hackathon etc. and create IEC content or any other activities/resource mobilisation through financial support given by the First Party. The Partner organization shall support in collection of feedback from participants post every session as one of the critical requirements.
- To provide its resources in terms of faculty or infrastructure to meet the objectives if needed.
- Submit progress reports and research outputs to First Party for review and potential implementation.
- Academic institutes may actively support and promote initiatives of the First Party through appropriate mechanism. They may promote and post positive results of the programme on their website/social media platforms on written approval from the First Party.
- Any other responsibility as mutually agreed for achieving the objective of the scheme.

5. General Terms and Conditions

5a. Term & Renewal

This MoU shall be effective for one year from the Effective Date as mentioned above, or until it is terminated as per the terms specified in this MoU, whichever occurs first. This MoU may be renewed with the mutual written agreement of both Parties maximum for period of four more years, provided that a written notice is given to the other Party at least thirty (30) days prior to the expiration of the current term and continuation of the scheme.

5b. Termination

Either Party may terminate this MoU by providing the other Party with prior written notice of Sixty (60) days. Partner Organization shall ensure that no liability created or activity undertaken by Partner Organization are valid beyond

the termination notice period. If any activity remains ongoing after the termination period, the First Party may, at its sole discretion and without prejudice, choose to support the completion of that activity, provided the Partner Organization continues to fulfil its roles and responsibilities under this MoU.

In the event of any Party failing to fulfil its obligations as contemplated under this MoU, the other Party may notify in writing to cure such breach within thirty (30) days, failing which this MoU may be terminated forthwith at the option of the notifying Party.

5c. Financial Terms

- a. Each Party will bear the costs and expenses for fulfilling its respective roles and responsibilities provided under this MoU in general. Parties do not owe any amount to the other Party for the Program contemplated in this MoU. In case any activity is entrusted to the Partner Organisation by the First party in furtherance to the objective of the DI Lab Component, the financial support as approved by the Competent Authority will be provided by the first party subject to the provision of General Financial Rule and availability of fund. Funds will be provided at the sole discretion of the first party and mere signing of this MoU does not make the Second Party eligible for financial assistance in any manner from the First Party
- b. Partner Organization shall not charge the participant for participation in the workshop or a sensitization programme in case the financial support is made available by the first party. However, Partner Organization may collect the expenses incurred at actuals on its faculty, IT Infrastructure or any other item provided for the purposes of this MoU from the enrolled participant in case the same has not been catered to by the First Party.

6. Intellectual Property Rights

“Intellectual Property” or “IP” includes creations, domain names, inventions, know-how, trade or business secrets, patents, copyrights, trademarks, logos, designs, works of authorship, software programs, papers, models, teaching techniques, research projects, databases and instruction manuals. Each Party shall retain all rights to its IP and nothing contained in this MoU, nor the use of the IP in the publicity, advertising, or promotional or other material relating to the fulfilment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party’s IP. Parties undertake and acknowledge that, if any third-party IP is used/utilized for the purposes of this MoU, it shall obtain required

permits/licenses from the IP owner/competent authority and each Party shall be solely responsible for such third-party IP. Any usage of IP of the First Party by the Partner Organization shall be post obtaining written authorization from the First Party, which will be for a limited period as mentioned in such authorization. Any resulting IP pursuant to this MoU shall be owned jointly by the parties. Such IP can be used by the First Party for any purpose in public interest.

7. Data Privacy and Protection

- a. The Parties hereby declare that they will comply with the applicable laws in force concerning data privacy and data protection within the scope of their activities under this MoU. Parties also agree to adhere to respective privacy policies of the Parties. Parties agree not to share externally any personal data/sensitive personal data/information relating to an identifiable individual (hereinafter referred to as “Personal Data”) obtained or collected for the purposes of this MoU, without obtaining prior written permission of the Party who owns such data (“Data Subject”).
- b. Parties agree that:
 - Personal Data will be accessed processed solely for the purposes of this MoU only;
 - Personal Data will be handled with necessary security controls & measures;
 - Any incident of Personal Data breach shall be reported duly to the other Party and the owner of the data and take necessary steps as per applicable laws and policies;
 - Personal Data will not be retained for longer than required for the purposes of this MoU;
 - If Personal Data access is legally required by competent authorities, Parties will promptly notify the data owner.
 - Personal data will be collected with express consent of the individual. Parties agree that in the event Partner Organization/ participant/data owner dissents or withdraws the consent to provide Personal Data then party providing the personal data has the right to withdraw the same
- c. The Data collected under this MoU will be retained during the term of this MoU.
- d. In the event of a conflict with the remainder of this MoU or the MoU becomes void, this clause will prevail as separate data processing agreement between the Parties.

8. Confidential Information

Any and all proprietary, confidential or non-public information and/or Data in any form and/or Personal Data/Sensitive Personal Data/Information that identify an individual disclosed and/or obtained and/or known to a Party in connection with this MoU, shall be considered as Confidential Information. Such Confidential Information shall belong solely to the disclosing Party. Parties agree not to disclose the Confidential Information to any other third-party without prior written approval of the Party who owns such Confidential Information. Any approved dissemination of Confidential Information shall be strictly on need basis and Parties will ensure equivalent security measures as of the Parties. Confidential Information which becomes public due to illegal or wrongful actions, will not make the Confidential Information a public information. Parties agree to notify the disclosing Party of any unauthorized disclosure immediately which a Party may have knowledge and take appropriate actions to secure it.

9. Dispute Resolution

- a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this MoU between the Parties, and so notified in writing by either Party to the other Party (“Dispute”) shall, in the first instance, be attempted to be resolved amicably by mutual consultation of key-personnel of the Parties.
- b. In case the second party is a government entity, a Dispute which is not amicably resolved within seven (7) days of Dispute notification, shall be decided as per the provisions of Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) issued by the Department of Public Enterprises, vide O.Ms dated 22nd May, 2018, 20th February, 2020, 14th December, 2022 and other relevant O.M.s issued from time to time.
- c. In case the opposite party is a private entity, a Dispute shall be finally decided by an arbitrator mutually appointed for this purpose.
- d. The place of arbitration shall be New Delhi, India. Such arbitration shall be conducted in confidence and in English language and the outcome will be final. The Provisions of Arbitration and Reconciliation Act will apply. Parties agree that the right and obligations under this MoU shall remain in full force and effect during any dispute resolution period pending the final order under this section.

10. Indemnity

Save and except for fraud and/or gross-negligence, breach of IP/Data Privacy and Protection/Confidentiality clauses herein, no Party shall be liable to indemnify or pay damages to the other Party, its officers, directors, employees or agents from and against any liabilities, costs and expense incurred or suffered, or to be incurred or suffered by the other Party that arise out of or relate to, or result from any breach or termination by either Party of any of the provisions of this MoU. For any third-party claims, each Party shall bear all the liability and/or expenses of dealing with such third-party claims. Any third-party claims and/or damages against a Party, which is caused due to the other Party, shall be indemnified by the Party who caused such claims/damages.

11. Force Majeure

“Force Majeure” refers to any event or occurrence which results in either or both Parties are unable to perform their obligations under this MoU, without the fault, delay or negligence in performance of the Parties. Events that may be termed as force majeure events are including but not limited to fire, flood, strike, Act of God, acts of the public enemy or governmental authority in its sovereign or contractual capacity (including but not limited to declaration of lockdown), war, terrorism, epidemics, pandemics, civil unrest or riots, and/or power outage or grid failure or other similar causes beyond its control and without the fault or negligence of the delayed or non performing party.

11.1 Notification procedure for Force Majeure

- a) The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure, it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the Dispute Resolution Mechanism in accordance to Clause 9.
- b) Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall, within seven (7) days, hereof notify the other Party in writing of the cessation and the Parties shall, as soon as practicable thereafter, continue performance of all obligations under this Agreement.

12. Representations and Warranties

Each Party has all requisite power and authority to enter into this MoU and the execution, delivery and performance by such Party of this MoU has been authorized by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge, violate any applicable law or approval presently in effect and applicable to it.

12.1 Applicable Law

The agency shall be governed by the laws and procedures established by Government of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. The selected Party should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. MoSPI reserves the right to ascertain information from other institutions to which the Party has rendered their services for execution of similar programs.

12.2 Jurisdiction of Courts

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in New Delhi only.

13. Governance and Review of the Program

Authorised representative of parties will enable the rollout of the MoU. They will interact periodically as agreed between the Parties to track rollout and address any issues. A mutual agreed mechanism for review the progress/outcomes and enable course correction as required will be created. The MoU will be monitored for its progress and feedback by the Governing Council of DI Lab

14. Notice

Either Party may, from time to time, change its respective address or representative for receipt of notices or other communications by giving to the other Party not less than 10 days prior written notice in English.

Notice to the First Party

Point of contact name & address:

Point of contact e-mail ID(s):

Notice to Partner Organization:

Partner Organization point of contact Name & address:

Partner Organization point of contact e-mail ID(s):

15. Miscellaneous

- a. Entire MoU: This MoU constitutes the entire understanding of the Parties with respect to the roles and responsibilities and supersedes any prior or contemporaneous oral or written understanding or communication between the Parties. The Annexures attached to this MoU shall form part and parcel of this MoU.
- b. Amendment: This MoU shall not be amended, changed, modified in whole or in part except by an instrument in writing signed by both the Parties hereto.
- c. Non-exclusive: This MoU shall be non-exclusive, and Parties are free to enter into similar arrangements with other third parties, without any conflict of interest.
- d. Parties' Relationship: Nothing in this MoU shall not be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. Neither Party shall be responsible for the acts or omissions of the other Party, nor shall either Party has the power or authority to speak for or assume any obligation on behalf of the other Party.
- e. Brand Protection: Parties may use other Party's brand materials including the name, logo etc. on prior written approval from the other Party. This MoU does not automatically include co-branding, co- certification or marketing of programs and decisions regarding such matters would be on a case-by-case basis mutually agreed between the Parties in writing.
- f. Counterparts: This MoU may be executed in two counterparts each of which when so executed and delivered in the English language shall be an original, but all of which shall together constitute one and same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF UNDERSTANDING TO BE FULLY EXECUTED ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE MENTIONED.

Signed, sealed and delivered by:

(_____)

Authorized Signatory

Signed for and on behalf of

**the First Party Tapan Das
to the Government of India_____**

(_____)

Authorized Signatory

Signed for and on behalf

of the Second Party Under Secretary

Witnesses for the First Party:
Party:

1.

2.

Witnesses for the Second

1.

2.