



MEMORANDUM OF UNDERSTANDING (MOU)

BY AND BETWEEN

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING
(C-DAC)

AND

XYZ
(XYZ)

e-Pramaan

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and executed on this _____ *Day of* _____, *Two Thousand Twenty* _____ at _____.

BY AND BETWEEN

Centre for Development of Advanced Computing (C-DAC), a Scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act 1950, having its registered Office at Savitribai Phule Pune University Campus, Pune 411 007, having one of its constituent units situated at Gulmohar Cross Road No. 9, Juhu, Mumbai 400049, India (hereinafter referred to as "**C-DAC or e-Pramaan**"), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

.....PARTY OF THE FIRST PART

And

XYZ, is a _____ registered under _____, having its registered office at _____, and hereinafter unless the context otherwise requires be referred to as "**XYZ**", which expression shall unless repugnant to the context of meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

..... PARTY OF THE SECOND PART

Herein collectively referred as "Parties" and individually as "Party"

WHEREAS C-DAC is set up to emerge as a premier R&D institution for the design, development and deployment of electronic and ICT technologies and applications for socio economic advancement with the mission of expanding the frontiers of Information and Communication Technologies, evolving technology solutions, architectures, systems and standards for nationally important problems, achieving rapid and effective spread of knowledge by overcoming language barriers through application of technologies, sharing experience and know-how to help build advanced competence in the field of Information Technology, bringing benefits of Information Technology to society, and utilizing the Intellectual Property generated by converting it to business opportunities.

C-DAC has been engaged in multiple areas of ICT, more specifically in the areas of High Performance Computing, Cloud and Grid Computing and their applications; Multi-lingual computing and its applications; Professional Electronics and its applications; Software Technologies including turnkey solutions related to Governance, Processes, Societal Applications, Telecom, Finance, Power, Health etc.; Cyber Security including data security and cyber forensics, and in Education and Training pertaining to high end computing.

WHEREAS "e-Pramaan" is a Single Sign On (SSO) and electronic authentication service to authenticate users for e-Pramaan integrated services in a safe and secured manner for accessing services through desktop and mobile platforms. C-DAC has been entitled as an implementation agency for e-Pramaan by MeitY.

WHEREAS XYZ, as part of its mission has its core objective to _____.

AND WHEREAS as a result of the interaction between C-DAC and XYZ at various levels, and for further strengthening the collaboration, both the parties have decided to work together for availing e-Pramaan, referred as "Purpose" hereafter in this document under an umbrella MOU.

Now therefore both the parties hereto agree to enter into this Memorandum of Understanding on the following terms and conditions;

1. SCOPE:

- 1.1. This MOU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto in the following terms and conditions.
- 1.2. The Scope of Work for the present MOU:

e-Pramaan is a National Single Sign On and e-Authentication framework implemented by C-DAC Mumbai for Ministry of Electronics and Information Technology (MeitY), Government of India. It is a comprehensive framework to authenticate users of various government services in a safe and secured manner for accessing services through both desktop and mobile platforms.

e-Pramaan will not only act as a secured channel to access various services, but will also provide various value added services including Single Sign On (SSO), Authentication chaining, Fraud management, Various authentication factors, Authorization based on the roles configured and transaction auditing for existing as well as for new users of various government services.

Scope:

XYZ can avail e-Pramaan Services for authenticating their users. C-DAC shall, upon receipt of an authentication request from an SP, carry out a verification to ensure the compliance and completeness of Communication Data Packet.

e-Pramaan shall send the relevant data to the XYZ, even if authentication fails, thereby giving the XYZ an option to decide whether they still would like to process the business transaction. The Communication Data Packet prepared by e-Pramaan for transmission to the XYZ service shall include elements based on predefined protocol (data elements and their order, etc.), prescribed by e-Pramaan from time to time.

e-Pramaan Authentication Services – Operation Matrix and Conditions of C-DAC

1. e-Pramaan authentication services is using NIC Cloud Infrastructure for hosting its services.
2. The delivery of the OTP to e-Pramaan user depends on SMS/Email delivery channel that is not in the control of C-DAC as these services are provided by external service providers. OTP validity is specified within the message to make it easier.
3. e-Pramaan uses UIDAI services for fingerprint, IRIS biometric authentication and will be dependent on UIDAI for its functionality.
4. e-Pramaan carries out identity verification of the registered users using different third party services for Identity Documents like Aadhaar, PAN and Driving License and the availability of the service will be dependent on the services provided by these parties. The data sharing of such services will adhere to the policies of these parties.

2. RESPONSIBILITIES OF C-DAC:

- 2.1. e-Pramaan SSO & Authentication service shall perform basic compliance and completeness checks on the communication data packet before processing it.
- 2.2. C-DAC shall be responsible for maintaining the service.
- 2.3. C-DAC shall maintain logs of all authentication/verification transactions processed by it, capturing the complete details of the authentication/verification transaction. e-Pramaan understands and agrees that the logs maintained by it shall be shared with the second party on request, and that the storage of the logs maintained by it shall comply with all the relevant laws, rules and regulations, including, but not limited to, the Information Technology Act, 2000 and the Evidence Act, 1872.
- 2.4. It is mutually agreed between the Parties that in case of any investigations around authentication related fraud(s) or dispute (s), C-DAC shall extend reasonable cooperation to the second party, or any agency appointed/authorized by it and/or any other authorized investigation agency, including, but not limited to, providing access to their premises, records, personnel and any other relevant resource / information, etc.
- 2.5. The success or failure of the transaction shall be communicated to the second party on real time basis.
- 2.6. Both C-DAC and XYZ shall ensure that all relevant laws and regulations are adhered to in relation to data storage and data protection in their systems, and that of their agents (if applicable) as communicated by e-Pramaan from time to time.
- 2.7. C-DAC shall provide required support to the second party for any technical issues faced while integrating with e-Pramaan and thereafter.
- 2.8. C-DAC shall have no responsibility or liability in relation to failures that may take place during the Aadhar or any other third party application based verification process, including but not limited to, failures as a result of false accept, false reject, network or connectivity failure, possible down time at third party services etc.

3. RESPONSIBILITIES OF XYZ:

- 3.1. XYZ will perform the necessary steps to integrate with e-Pramaan.
- 3.2. The second party shall take responsibility on behalf of their personnel (or personnel of their agents) for the standards to be maintained regarding security, infrastructure, processes, devices and other aspects as specified by e-Pramaan from time to time.
- 3.3. It is hereby clearly understood by the Parties that C-DAC shall have no responsibility or liability in relation to failures that may take place during the Aadhaar or any other third-party application based verification process, including but not limited to, failures as a result of false accept, false reject, network or connectivity failure, possible down time at third party services etc.
- 3.4. Shall follow specified rules and regulations, and maintain the services secured at their end.

4. JOINT RESPONSIBILITIES:

- 4.1 Identify areas and activities for joint collaborative works.
- 4.2 Parties to demonstrate synergy of efforts.
- 4.3 Parties to work as a team on joint enterprises.
- 4.4 Ensure direct interface with one another without involving any external agency or specialists.
- 4.5 Parties should work towards building up excellent working relationship of enduring type rather than for only immediate benefits.

- 4.6 Both parties shall ensure that all relevant laws and regulations notified by the Government of India are adhered to in relation to data storage and data protection in their systems.
- 4.7 Parties should strictly honour the Intellectual Property Rights of each other. Parties agree that they shall immediately notify the Aggrieved Party of any potential infringements of the IPR as soon as the same comes to the other party's knowledge. The other Party also agrees that it will not directly or indirectly (by causing others or otherwise) use or take any action challenging or opposing, or raise any questions concerning, the validity of the IPR
- 4.8 Nominate Coordinators as nodal contacts to represent the Parties and promote interface so as to plan, implement, monitor and review the various activity schedules from time to time.
- 4.9 Draw the attention of their respective top management in case of any interface or operational problems.
- 4.10 Ensure the safety of the personnel and material whenever placed at either end by the other Party.
- 4.11 All attempts will be made to ensure that developments and projects are accomplished to a very high degree of quality, with parsimony of time.
- 4.12 Both Parties assure and acknowledge that, they have right/authority to enter into this MOU.
- 4.13 Non-Solicitation of Personnel: During the term of the MoU and for a period of 1 (one) year thereafter, neither Party shall solicit the employment of any employee of the other Party, which employee was engaged in any activity performed pursuant to this MoU

5. FINANCIAL ASPECTS:

The e-Pramaan service is offered free of cost currently. The Department will be intimated in advance (three months prior) if the service becomes payable in future and the payment terms shall be mentioned whenever applicable.

6. CONFIDENTIALITY:

- 6.1. Each Party shall use reasonable efforts to prevent the disclosure of the other Party's Confidential Information to the third persons.
- 6.2. Both Parties shall return all Confidential Information which is in the custody of such Party upon termination/ expiry of this MOU and shall not make or retain any copies or record of any Confidential Information, and shall notify to the other Party promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- 6.3. The receiving Party shall not disclose any Confidential Information to any person or entity, without the express written consent of the affected party. The recipient party may only disclose any Confidential Information to any of its employees on a strict need to know basis, only to the extent it is required to carry out its obligations under this MOU. The receiving Party expressly agrees to be vicariously liable for any breach of confidentiality by any of its employees.
- 6.4. Permitted Disclosure of Confidential Information - Notwithstanding the aforementioned clauses, a Party may disclose Confidential Information of the other Party:
 - a. to governmental or other regulatory agencies only to the extent reasonably required by such statutory authorities, provided that notice is promptly delivered to the disclosing Party in order to provide an opportunity to challenge or limit the disclosure obligations; and
 - b. if required to be disclosed by law or court order, provided that notice is promptly delivered to the disclosing Party in order to provide an opportunity to challenge or limit the disclosure obligations; and
 - c. to its employees on "need to know" basis to further its purpose with regard to the use and commercialization of the Product.

Confidential information shall not include information which:

- d. is now or hereafter becomes, through no act or omission on the part of the Receiving Party, generally known or available within the applicable industry, or now or hereafter enters the public domain through no act or omission on the part of the Receiving Party;
 - e. was acquired by or in possession of the Receiving Party before receiving such information from the Disclosing Party and without restriction as to use or disclosure;
 - f. is hereafter rightfully furnished to the Receiving Party by a third party, without restriction as to use or disclosure;
 - g. is information which the Receiving Party can document was independently developed by the Receiving Party; or
 - h. is disclosed with the prior written consent of the Disclosing Party.
- 6.5. Upon termination of this MOU, Receiving Party will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared by the Receiving Party and its employees for this engagement are returned to the Disclosing Party and written confirmation of the same shall be provided by the Receiving Party.
- 6.6. Either Party shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this MOU pursuant to Paragraph above. The onus to prove that the exclusion is applicable is on the Receiving Party.
- 6.7. For the purpose of this MOU, Confidential Information shall mean any and all materials and information concerning the disclosing Party, including without limitation its directors, officers, employees, affiliates, subsidiaries and/or group companies, vendors, users and customers or any third party with which the disclosing Party's associates (collectively, "Affiliates"), disclosed by the disclosing Party to the receiving Party whereby the information is revealed by any method, oral or written whether or not, whether such information is expressly marked or designated as confidential information or not and the information, including without limitation any information with regard terms of this MOU, Intellectual Property, trade secrets, computer programs, software (including source code, object code and machine code) relating to the foregoing, technical drawings, algorithms, know-how, operating procedures, processes, designs, reports, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, business, financial, customer and product development plans, financial condition and projections; business, marketing or strategic plans; customer/ user lists; customer/ user data and related information, product prototypes and designs, strategies or any other non-public information disclosed by or related to the disclosing Party, or where such information is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself;
- 6.8. Each Party hereby further acknowledges that unauthorized disclosure or use of Confidential Information or a breach of this Agreement could cause significant and irreparable financial harm to the Disclosing Party. Accordingly, each Party agrees that the Disclosing Party shall have the right to seek and obtain injunctive relief for the breach of this Agreement in addition to any money damages, other rights and remedies it may have from a court of competent jurisdiction.

7. INTELLECTUAL PROPERTY RIGHTS:

- 7.1. Each Party shall own all Intellectual Property solely developed by or on behalf of such Party during the Term of this MOU. Notwithstanding anything in this MOU, it is understood and agreed by both the Parties that each Party shall retain its right in the Background IP and nothing in this MOU shall deem to be a license or transfer of ownership in the Background IP to the other Party.
- 7.2. "Intellectual Property" for purposes of this MOU will mean trademarks, service marks, brand names, trade dress, logos, trade names, domain names, corporate names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries, designs and ideas, whether patentable or not, in any jurisdiction; patents, applications for patents (including, without limitation, divisions, continuations, continuations in part and renewal applications), and any renewals, extensions, re-examinations or reissues thereof, in any jurisdiction; design registrations and applications, in any jurisdiction; non-public information, trade secrets and confidential information (including know-how, technical data, manufacturing and production processes and techniques, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) and rights in any jurisdiction to limit the use or disclosure thereof by any person; writings, computer software, and other works, whether copyrightable or not, in any jurisdiction; registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; and any similar intellectual property or proprietary rights.
- 7.3. "Background IP" of a party for the purpose of this MOU means any and all Intellectual Property rights that each Party (i) owned, controlled, or had rights with respect to prior to the Effective Date; or (ii) develops, modifies, amends, enhances, generates or acquires ownership, control, or rights with respect to, during the term of this MOU independently of the developments etc. made in furtherance of this MOU.

8. TERM:

- 8.1. This MOU shall be valid for a period of 1 (One) year from the date of signing of the MoU.
- 8.2. The validity of the MOU may be extended by mutual agreement in writing and signed by both the parties.
- 8.3. This MOU may be terminated by either party by giving 30 days prior notice in writing to other party through email and/or Registered AD / speed Post AD.
- 8.4. The termination of this MoU shall not affect the progress of ongoing projects, unless otherwise is decided by both parties in writing.
- 8.5. **Termination for Material breach:** Either Party may terminate this MoU by providing 15 (fifteen) days' prior written notice to the other Party, upon the other Party's material breach of this MoU, provided breaching Party fails to cure the material breach within 15 (fifteen) days of receipt of said breach notice.
- 8.6. Upon expiry of this MoU or sooner termination hereof, all arrangements, understandings and agreements incorporated in this MoU shall, unless meant to survive termination, cease to exist.
- 8.7. **Survival:** The provisions of this MoU which, by their nature or terms, require performance after the termination or expiration of this MoU, or have application to events that may occur after the termination or expiration of this MoU, will survive the termination or expiration of this MoU.

9. INDEMNIFICATION:

- 9.1. Notwithstanding anything to the contrary contained herein, each Party shall indemnify, defend and hold harmless the other Party, its agents, affiliates, representatives from and against each and every cause of action, all claims, demands, actions, suits, proceedings (including losses, damages, tax, costs,

charges and expenses) including reasonable fees of legal/attorney or liability whatsoever that may be brought or made against either party by any third party as a result of :

- a. loss or damage to the intellectual property, personal injury to a third party and /or any third party claim against or damage to the other party resulting from or in connection with any breach hereof, non-compliance herewith.
- b. any act or omission, non-performance, willful misconduct, negligence or non-observance by either party or its employees/personnel of any provision of this MOU and/or arising from either party's failure to comply with any law, regulation, enactment.
- c. breach of the representations and warranties contained in this MOU;
- d. Negligence or other tortious conduct by a party or its authorized agents or representations or statements not specifically authorized by a party herein or otherwise in writing.

10. LIMITATION OF LIABILITY:

- 10.1. No Party will be liable to other Party for any loss of profits or business opportunities, loss of use, loss of revenue, loss of goodwill, business interruption, loss of data, or any other indirect, special, incidental, or consequential damages under any theory of liability, whether based in contract, tort, negligence, product liability, or otherwise.
- 10.2. However, notwithstanding anything in this Agreement to the contrary, no Limitation of Liability will apply to a Party's gross negligence, willful misconduct, fraud or misrepresentation, or for damages arising from death or bodily injury caused by a Party's negligence or willful misconduct, or for any other losses that cannot be excluded or limited by law.
- 10.3. Under no circumstances shall the C-DAC's aggregate liability under this MoU will exceed the Fee paid/payable to C-DAC for their part in this MoU from which cause of action arises.

11. NOTICES:

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned, and E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents

Nodal contacts are:

Contacting Person for XYZ:

Name:

Designation:

Contact Address:

Contacting Person for CDAC:

Name: Rekha Nair

Designation: Associate Director

Contact Address: Gulmohur Cross Road No. 9, Juhu, Mumbai -400049

12. DISPUTE RESOLUTION AND GOVERNING LAW:

- 12.1. In case any dispute arises between the Parties with respect to the MOU, including its validity, interpretation, implementation or alleged material breach of any of its provisions, the Parties hereto shall endeavor to settle such dispute amicably.
- 12.2. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days from the date on which the dispute is raised by either Party in writing, dispute shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 – DPE (GM)/ FTS – 1835 dt. 22/05/2018 and revised guidelines dt. 14.12.2022 and OM No. 334774/DoLA/AMRD/2019 dated 31st March, 2020, issued by Department of Legal Affairs, Ministry of Law & Justice, Government of India.. The cost of the arbitration proceedings shall be borne equally by the Parties.
- 12.3. If at the time of occurrence of the dispute, mandate of AMRCD/PMA is not in existence or is not applicable to the dispute, the Parties shall opt for the arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The reference shall be to a sole arbitrator, mutually appointed by the Parties. All fees, costs, or expenses pertaining to arbitration proceedings shall initially be borne equally by the Parties, and will be reimbursed, within a period of 30 days, to the other Party in whose favor the award is passed. Any other fees and costs incurred by the Parties, other than in respect of arbitration proceedings, shall be borne by the respective Parties
- 12.4. In that case, the seat of the arbitration shall be Mumbai. The award given by the Arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The Parties shall continue to perform their respective obligations under this MOU, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration
- 12.5. This MOU shall be governed by and interpreted in accordance with the laws of India. The courts in Mumbai only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the ambit of Arbitration.

13. MISCELLANEOUS:

- 13.1. Severability: The invalidity or unenforceability of any one provision of this MOU shall not invalidate or render unenforceable the assignment of rights hereunder in its entirety and the balance of the provisions in this MOU shall remain in effect. The parties agree to substitute in good faith all void or voidable portions or parts thereof by valid provisions.

13.2. FORCE MAJEURE:

- 13.2.1. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this MOU for failure or delay in fulfilling or performing any obligation under this MOU when such failure or delay is caused by or results from conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, court orders, epidemics, pandemics, court orders in *rem*, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The performance of the MoU shall be deemed suspended during such period and the time for completion shall be extended for a period corresponding to the effects of such delay.
- 13.2.2. Notwithstanding the above, the parties shall discuss ways of completing performance of the MoU and if the MoU becomes impossible to perform due to any events of force majeure stated above, which persist for a continuous period of three months, either party may terminate the MoU with prior written notice.
- 13.3. **Notice:** Any notice to be given to either Party, shall be in writing and shall be deemed duly served, delivered by the prepaid registered post or through a delivery service / courier to the addressee at the addresses set out above and/or their respective E-mail ids. Any notice served by prepaid registered post shall be deemed served five days after posting. In proving a service of any notice, it will be

sufficient to prove that such letter was properly stamped, addressed, and placed in the post or delivered or left at the address of the addressee given above or subsequently notified for the purposes of this MOU.

- 13.4. **Waiver:** Save and except as expressly provided in this MOU, no exercise, or failure to Exercise, or delay in exercising right, power, or remedy vested in any party or pursuant to this MOU shall constitute a waiver by that party of that or any other right, pour or remedy.
- 13.5. **Relationship between The Parties:** Nothing in this MOU shall be deemed to constitute a partnership or an association of persons or a body of individuals between the Parties to this MOU nor constitute any Party the agent of the other party, or otherwise entitle any Party to have authority to bind the other Parties to this MOU for any purpose.
- 13.6. **Modification:** Any Amendments and/or additional terms to this MOU shall be recorded in writing and duly signed by the parties and shall be read in conjunction and shall form an integral part of the MOU. The clauses wherever specifically mentioned shall survive the termination of this MOU.
- 13.7. **Counterparts:** This MOU may be executed in multiple copies, all of which shall be original, but all the sets of MOU shall together constitute one and the same MOU
- 13.8. **Binding MOU:** Each Party agrees that the terms of this MOU are valid, legally binding on, and enforceable against such Party. This MOU, sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.
- 13.9. **Assignment:**
- a. Parties agree they shall not assign the MoU or its subsequent agreements to any third party without prior written consent of C-DAC.
 - b. This MoU will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.
- 13.10 **Use of Logos:**
- C-DAC shall be entitled to use the brand name or trademark/logo of the other Party for promotion and or marketing of such company without express prior written permission of the other Party and will not compensate any charges for the same. The Parties hereby unequivocally agree that they shall not, without written consent of the other party, copy, use, reproduce and/or shall not cause any third-party to copy, use, reproduce the C-DAC's logo/any other intellectual property right subsisting in C-DAC, or shall not misuse any rights, title, and interest therein. In case of any such unauthorized usage, copying, reproduction by any third-party, the other Party shall promptly and immediately notify C-DAC. On the request of C-DAC, the other Party shall take part in or give assistance in respect of any legal proceedings and execute any documents and do all such acts as reasonably necessary to protect the rights, title, and interest of C-DAC, including the rights, title and interest in intellectual property rights, in C-DAC's name and logo.

In witness whereof the parties hereto have signed this MOU on the day, month and year mentioned herein before.

For and on behalf of C-DAC

For and on behalf of XYZ

Name:

Designation:

Seal:

In the presence of:

1.

2.

Name:

Designation:

Seal:

1.

2.

e-Pramaan