

Memorandum of Understanding

Between



National Rural Infrastructure Development Agency,
Ministry of Rural Development,
Government of India

And

Data{Meet}

Data Meet

For

Releasing of Rural Connectivity GIS Data in Public
Domain

Memorandum of Understanding (MoU)
Between
National Rural Infrastructure Development Agency (NRIDA)
Ministry of Rural Development (MoRD)
&
DataMeet
(Centre for Internet and Society, 194, 2nd C Cross Rd, 2nd Stage, Stage 2,
Domlur, Bengaluru, Karnataka 560071)

This Memorandum of Understanding ("MoU") is entered into and effective as of _____ ("Effective Date"), by and between:

NRIDA, a Registered Society operating under the Ministry of Rural Development having its registered office at NBCC Tower, 5th Floor, Bhikaji Cama Place, Rama Krishna Puram, New Delhi, 110066, India, hereinafter unless the context otherwise requires to be referred to as "NRIDA" (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and permitted assigns).

AND

DataMeet Trust a user-generated community primarily focused around open data and data science in India, with its registered address at Centre for Internet and Society, 194, 2nd C Cross Rd, 2nd Stage, Stage 2, Domlur, Bengaluru, Karnataka 560071, (hereinafter referred to as "DataMeet"), which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to include its successors and permitted assign.

MoRD and DataMeet shall hereafter be collectively referred to as "the Parties" and individually as "a Party."

WHEREAS, **NRIDA** is mandated to provide technical assistance to regulate and implement the centrally sponsored scheme - Pradhan Mantri Gram Sadak Yojana (hereinafter referred to as "PMGSY").

WHEREAS, **DataMeet** is a volunteer-driven community of Data Science and Open Data Enthusiasts from India. DataMeet works to educate the larger community on open data, open data outreach, and the promotion of open data standards in India. DataMeet works with both government and non-government institutions, promoting the use of open data and open data standards. DataMeet has worked with data.gov.in as a community partner, helping them in community outreach and consultation, and has also participated in pre-budget consultations on invitation by the Ministry of Finance.

NRIDA and **DataMeet** have decided that it would be in the furtherance of their respective objectives to collaborate and cooperate with each other and undertake



certain activities jointly for enhancing the effectiveness of the open data being released by the NRIDA on a routine basis.

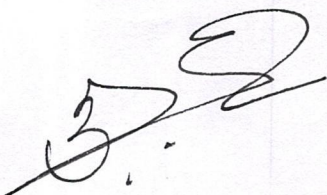
In pursuance of the aforesaid, the Parties here to wish to record under this Memorandum of Understanding (MoU) the terms of their mutual understanding and their commitment to take forward this Knowledge and Resource Support partnership as set out in the Terms of Reference Attached.

1. Objective

NRIDA has in the past released substantial data generated under PMGSY to the public. It recently released GIS data for more than 7,70,000 rural facilities collected under PMGSY-III, and governments, research organizations, etc., are already using it. NRIDA is further in the process of releasing massive rural roads (2.5+ million km) and habitation (1+ million points) GIS data under India's Geospatial Guidelines and India's Government Open Data License. This data has the potential to boost rural logistics, supply-chain, routing, access to resources to remote locations, public policy research, etc. DataMeet will closely work with NRIDA as a knowledge and community partner to help with outreach and publicity of the datasets released to ensure maximum usage by the community for the larger good and help import released GIS datasets into Open Street Map through its community of volunteers.

2. Scope of Work:

- DataMeet will coordinate and conduct outreach activities for released datasets for maximum usage, including but not limited to Ask Me Anything (AMA), videos, how-to guides, conducting workshops, etc.
- DataMeet will advise NRIDA for ensuring that the released datasets are as per principles of National Data Sharing and Accessibility Policy (NDSAP) and National Geospatial Guidelines
- DataMeet will coordinate activities to ensure data (road, habitation, and facilities) for at least two districts is imported into Open Street Map (as per OSM guidelines) with documentation, how-to videos, etc., so that the same activity can be replicated by volunteers and the general public for the remaining districts.
- DataMeet will advise NRIDA and its technical partners as to what additional metadata or data is required to be released and under what formats for maximum utility of the released data.
- NRIDA shall explore releasing additional datasets under norms of the Government of India's Open Data License and NDSAP based on community requirements and availability of data with NRIDA.
- NRIDA will share with DataMeet any additional information required regarding the data collection mechanism, metadata fields, quality checks conducted by C-DAC, etc. so as to ensure that final outcome will be accurate.



3. Mode of Cooperation

There shall be a nodal officer appointed both by the NRIDA and DataMeet who will be the points of contact. The expectations from the nodal officers would be the following:

- The designated representatives of both parties will jointly monitor the project
- Meet once at least every month to review progress and share insights.

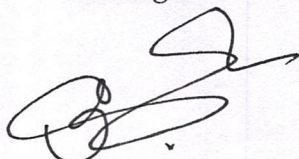
4. Terms & Conditions

- a. The MoU shall be effective from the effective date and shall be valid for a term of three years, unless terminated earlier by either party or extended mutually by both parties hereto, on the same terms and conditions as herein.
- b. Neither party shall be entitled to bind the other party. All engagements with each other will be covered as per respective MoU or unless it has specifically obtained the prior written consent of such other party to do so.
- c. Neither party shall assign or transfer this MoU or any benefits, rights, or obligations accruing to it under this MoU without the prior written consent of the other party.
- d. DataMeet India and NRIDA agree not to use the trademark, trade names, services, or any other proprietary marks of the other party in any advertisement, press releases, publicity matters, or other promotional materials without the prior written approval of the other party.
- e. The "possible areas of collaboration" and the "scope of collaboration" may subsequently be amended to include other areas of collaboration and scope based on mutual agreement between the two parties.

5. Data Sharing, Confidentiality & Dissemination

- Both Parties shall maintain the utmost respect for the sanctity of data and affirm their commitment to data confidentiality during the currency of this MOU as well as in the future for any data that is not already released under NDSAP or National Geospatial Guidelines or till the point it is released in the future.
- At no point shall anyone from DataMeet gain access to logins or passwords for any MIS/ERP unless specifically instructed.
- Both parties recognize and understand that, through collaboration, they may have access to information that the other party wishes to keep confidential. Both parties shall maintain confidentiality wherever information or data is not already released under NDSAP or National Geospatial Guidelines.

6. Governing Law and Disputes



Any dispute arising between the Parties in any way connected with this MoU or the interpretation of the context hereof shall be resolved through mutual consultations and negotiations between the Parties. However, the Secretary of the Department of Rural Development would be the final authority in case of any dispute. The final decision in this regard shall be binding on the Parties.

7. Payment

This is a non-financial MoU, and no financial liability shall be placed upon either party.

8. Termination

Either party can terminate this MoU by giving a notice of one (1) month in writing. In such cases, the parties shall return the prescribed documents, data, and other material as due to the other party. In case of termination of MoU, the rights and obligations of the parties shall be settled by mutual discussion, and the agreement arrived in between the parties for the utilization of intellectual property shall survive the termination of the agreement.

9. Force Majeure

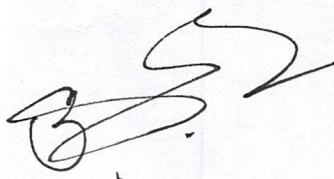
Neither party shall be held responsible for non-fulfilment of their respective obligations under the agreement due to exigency of one or more of the unforeseen events such as but not limited to Acts of God, war, flood, earthquake, cyclones, strikes, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of such events, the affected thereby shall give notice in writing to other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

10. Intellectual Property Rights

Any other data, information, or work product shared or exposed during the collaboration which is not already released under the Government's Open Data License or any such other license, the Intellectual Property Rights for the same shall be retained by NRIDA unless explicitly mentioned otherwise.

11. Duration

This MoU will remain valid after its signature for a period of three years from the date of signing the MoU on 22-02-2022, up to 21-02-2025. The Parties may further extend the MoU on mutual written agreement from time to time.





This MoU supersedes all prior oral or written communication, discussions, and representations communicated between the parties hereto in respect of the subject matter of this MoU. Any modification to this MoU shall only be made by way of a written document duly executed by representatives of both parties hereto.

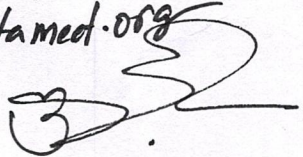
IN WITNESS WHEREOF the authorized representatives of the Parties hereto have signed this MoU.


For DataMeet,
Bengaluru, Karnataka

For NRIDA,
New Delhi, India

Name: Shri Thejesh GN
Designation: Chairman, DataMeet
Address: Centre for Internet and
Society, 194, 2nd C Cross Rd, 2nd
Stage, Stage 2, Domlur, Bengaluru,
Karnataka 560071

Name: Dr. Ashish Kumar Goel
Designation: Additional Secretary (RD)&
Director General, NRIDA
Address: National Rural Infrastructure
Development Agency, 5th Floor, 15, NBCC
Tower, Bhikaji Cama Place, New Delhi

theje@datamed.org

Signature: _____


Signature: _____

WITNESSES

Witness (1)

Witness (2)