

Memorandum of Understanding

Between



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

And



Esri India Technologies Pvt Ltd.

For

Releasing of Rural Connectivity GIS Data in Public
Domain



Memorandum of Understanding

Between

**National Rural Infrastructure Development Agency (NRIDA),
Ministry of Rural Development (MoRD)**

&

Esri India Technologies Private Ltd.

(10th Floor, Max Tower, Delhi One, C-001/A/1, Sector 16B, Noida, UP-201301)

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 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

Esri India Technologies Private Ltd. (erstwhile, Esri India Technologies Limited), registered under Companies Act, 1956, and having its Corporate Office at 10th Floor, Max Tower, Delhi One, C-001/A/1, Sector 16B, Noida, UP-201301 (and hereinafter referred to as "**Esri India**") which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and permitted assigns.

NRIDA and Esri India 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 **Esri India**—a leader in geospatial technologies, intends to assist NRIDA for various Artificial Intelligence (AI)/ Machine Learning (ML) and Capacity Building initiatives using GIS in the country by empowering NRIDA with relevant skills, learning, and adept them with the latest Geospatial technology using AI/ML tools.

NRIDA and Esri India 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 hereto wish to record under this Memorandum of Understanding (MoU) the terms of their mutual understanding and their commitment to

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take forward this Knowledge and Resource Support partnership as set out in the Terms of Reference (ToR).

1. Objective:

NRIDA has in the past released a 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. Esri India will closely work with NRIDA as a knowledge and community partner to help with the outreach and publicity of the datasets.

The objective of this MoU is to describe the Parties' current understanding regarding their potential cooperation and collaboration on publishing information through publically accessible portals and open data policy of the Government and to facilitate further discussions, including:

- a. enabling the sharing of relevant information as part of the open data policy between the Parties to identify the needs and capabilities of both Parties to fulfill their respective commitments relating to the Project; and
- b. Setting out the possible framework, structures, working relationships, directions, work plans, and future commitments of the Parties in relation to the specific interventions.

The MoU is signed between the parties with a vision to enable public sharing of the facility survey data to the public for providing useful information on available road infrastructure and facilities in the rural areas.

2. Scope of Work:

Towards the areas of collaboration above, the role and responsibilities will be as follows:

Activity	ESRI India	NRIDA
1. Hosting PMGSY Geospatial Data	<ul style="list-style-type: none">• ESRI India will have received Data provided by NRIDA as a part of the MoU• ESRI India will create the Geospatial layer of the same and publish it through the ESRI India portal, i.e., Indo ArcGIS platform.	<ul style="list-style-type: none">• NRIDA will provide the facility data collected through the various surveys under the PMGSY.• NRIDA will provide updates on facility data as and when available.
2. Pilot Initiative for Leveraging	<ul style="list-style-type: none">• Create a Proof of Concept (PoC) on Artificial Intelligence (AI) and	<ul style="list-style-type: none">• Disseminate learnings and outcomes from the pilot

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Activity	ESRI India	NRIDA
AI/ML on facility data	Machine Learning (ML) using facility data	

3. Mode of Cooperation

There shall be a nodal officer appointed both by the NRIDA and Esri India 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 one year, 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. Esri 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. Confidentiality, Non-disclosure

- a. 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.
- b. At no point shall anyone from Esri India gain access to logins or passwords for any MIS/ERP unless specifically instructed.
- c. 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. Neither party may use the other party's name as a reference in negotiations with third parties or in press releases or



other public notifications except with the prior written consent of the other party or to the extent required by applicable law.

- d. Esri India brings in partners, the same confidentiality clauses would apply to the partners as well, and Esri India may, in turn, enter into agreements/MoU with its partners on this subject to the overall conditions of this agreement.

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-fulfillment 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.



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11. Duration

This MoU will remain valid after its signature for a period of 1 year from signing the MoU on 22-02-2022, up to 21-02-2023. The parties may further extend the MoU on a mutual written agreement for upto 3 years.

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 Esri India Technologies Pvt Ltd.,
Noida (U.P),India**

**For NRIDA,
New Delhi, India**

**Name: Agendra Kumar
Designation: Managing Director, Esri India
Technologies Pvt Ltd
Address: 10th Floor, Max Tower, Delhi One,
C-001/A/1, Sector 16B, Noida, UP-201301**

**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**

Signature: _____



Signature: _____



WITNESSES:

Witness (1)

Witness (2)