

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made on 4th Day of February, Two Thousand and Sixteen

BETWEEN

Janaagraha Centre for Citizenship and Democracy, a Trust registered under Indian Trust Act with the registration number GAN-4-00109-2005-06 dated 10-6-2005 and having its office at 4th Floor, UNI Building, Thimmaiah Road, Vasanth Nagar, Bangalore-560052, hereinafter referred to as "**Janaagraha**" (which expression shall be deemed to mean and include its successors and permitted assigns) through JanaOnline Coordinator- Ms Sylvia Veeraraghavan.

AND

The President of India, represented by Shri Praveen Prakash, Joint Secretary and Mission Director (SBM), Ministry of Urban Development, Government of India, hereinafter referred to as "**MoUD**" (which expression shall mean and include its Authorised Representatives & Assigns) of the **OTHER PART**;

HEREINAFTER referred to individually as a "**Party**" and both "**MoUD**" & "**Janaagraha**" are collectively as '**the Parties**'.

WHEREAS, "**Janaagraha**" has demonstrable expertise in the area of design, customization, implementation and maintenance of citizen facing websites and mobile applications. It has also, in the past, built applications for citizen grievance redressal, including IChangeMyCity in Bengaluru and the Swachh Delhi app.

WHEREAS "**MoUD**" is desirous of implementing similar citizen facing mobile and web applications, and all other such inputs pertaining to Swachh Bharat Mission (Urban) objectives of Government of India.

AND WHEREAS, "**Janaagraha**" desires to build and implement mobile and web applications targeted at citizens, engineers, and the municipal bodies for the implementation of the Swachh Bharat Mission (Urban) objectives in 4041 statutory towns in India.

NOW, THEREFORE, MoUD and Janaagraha HEREBY AGREE AS FOLLOWS:

Engagement and Services

- (a) **Engagement:** "**Janaagraha**" hereby agrees and engages with "**MoUD**" to provide the mobile and the web applications **at no cost** to MoUD (or any other entity such as various Urban Local Bodies, who use the mobile/web application to deliver public services to citizens) for the Grievance redressal solution at each municipal level under Swachh Bharat Mission (Urban). All the software used for the developing the mobile and the web applications for the Grievance redressal solution will be purchased by Janaagraha at its own cost. In addition to this, Janaagraha will undertake the hosting, training & software maintenance requirements for the effective implementation of



Grievance redressal solution at no cost to the MoUD. The key components of the Grievance redressal solution are as follows:

- i. Mobile application for citizen to upload complaints/grievances along-with photos
- ii. Mobile application for the municipal officials/field engineer to see the complaint and update the status of the resolution along-with photos
- iii. Web application for MoUD, Municipal Commissioners/ officials & citizens to see, comment and update status messages of complaints received through mobile applications. A helpdesk will be provided for providing technical help to the ULBs.
- iv. Dashboard for MoUD, Municipal Commissioners/ officials & citizens to review the progress on complaints resolution, analysis of the complaints and city-wise rankings of cleanliness as per the requirements discussed with MoUD.

It is to further clarify that Janaagraha would raise the monies required for developing and deploying (including ongoing support) the mobile and web application from various sources other than user charges (or charges from MoUD and/or Urban Local Bodies) on its own and MoUD shall have no role in the same, nor will it provide any guarantees for the same. Janaagraha agrees to fully indemnify MoUD from any consequence of such efforts.

- (b) **Standard of Services:** All Information Services pertaining to the Grievance redressal solution built by Janaagraha along with technical specifications, updates, queries to be provided by Janaagraha shall be performed with promptness and diligence and proficiency. "Janaagraha" shall provide such access to its information, property and personnel as may be reasonably required in order to permit "MoUD" to share the details in public domain and popularize the different technologies, information and updates amongst the user groups. Janaagraha will adhere to open source standards to align with the Digital India programme of Government of India.
- (c) **Tools and software:** "Janaagraha" will purchase all necessary software & hosting environment required for the building and implementing of the application at no cost to the MoUD.
- (d) **Representation and Warranty:** **Either parties** represent and warrant that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which will interfere with the performance of the Services.

RELATIONSHIP:

In case "Janaagraha" agrees to supply and provide their products / services directly to the Customers across the country, MoUD shall not stand guarantee for undertaking of performance by Janaagraha and guarantees for such products introduced by Janaagraha. This MoU has no commercial implications or punitive damage implication.

This MOU does not culminate or neither qualify for being a Service level agreement, and is purely non-commercial in nature.



INTERFERENCE WITH BUSINESS

- (a) **Non-Competition**: During the term of this Agreement, "**Janaagraha**" will engage in no business or other activities which are, directly or indirectly, competitive or directly or indirectly represent **MoUD** or its constituents without obtaining the prior written consent of "**MoUD**".
- (b) **Non-Solicitation**: "**Janaagraha**" agrees that for a period of one (1) year after termination of this Agreement, "**Janaagraha**" shall not employ, solicit for employment, or recommend for employment any person employed by "**MoUD**", during the MOU Period and for a period of one (1) year thereafter.

DURATION:

This MOU shall come into effect immediately on signing of the same by both the parties and shall remain in **force till 1st October 2019 or till such date the Swachh Bharat Mission (Urban) is under implementation (whichever is earlier)** from the date of this MoU. This MoU can be extended through mutual consent after the completion of the period on such terms as may be then mutually agreed.

TERMINATION:

Either party shall be entitled to terminate this MoU by giving thirty days prior written notice the other party. Upon termination of this MoU as set forth above, all rights and obligations hereunder shall forthwith terminate except the rights and obligations in respect of the information already shared by Janaagraha prior to the date of termination. Neither party shall have any commercial obligation on the other party in such case.

CONFIDENTIAL INFORMATION:

- (a) **Defined**: In this Agreement the term "Confidential Information" shall mean the Work Product and any and all information relating to "**Janaagraha**" business, including, but not limited to, research, developments, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by "**Janaagraha**" either directly or indirectly in writing, orally or visually, to "**MoUD**". Confidential Information does not include information which:
- i. is in or comes into the public domain without breach of this Agreement by "**Janaagraha**",
 - ii. was in the possession of "**MoUD**" prior to receipt from "**Janaagraha**" and was not acquired by "**MoUD**" from "**Janaagraha**" under an obligation of confidentiality or non-use,
 - iii. is acquired by "**MoUD**" from a third party not under an obligation of confidentiality or non-use to "**Janaagraha**", or
 - iv. is independently developed by "**MoUD**" without use of any Confidential Information of "**Janaagraha**".
 - v. **Obligations of Non-Disclosure and Non-Use**. Unless otherwise agreed to in advance and in writing by "**Janaagraha**", "**MoUD**" will not, except as required by law or court order, use the Confidential Information for any purpose

whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.
Similar reciprocal definition of Confidential Information pertaining to MoUD shall also apply for the purposes of this agreement.

Janaagraha's OBLIGATIONS:

- **"Janaagraha** will build the mobile and the web applications for Grievance redressal solution for Swachh Bharat Mission (Urban) at no cost to the MoUD. All the software used for the building of the application will be purchased by Janaagraha at its own cost.
- Following would be the applications to be built by Janaagraha:
 - a. Mobile application for citizen to upload complaints/grievances along-with photos
 - b. Mobile application for the municipal officials/field engineer to see the complaint and update the status of the resolution along-with photos
 - c. Web application for MoUD, Municipal Commissioners/ officials & citizens to see, comment and update status messages of complaints received through mobile applications.
 - d. Dashboard for MoUD, Municipal Commissioners/ officials & citizens to review the progress on complaints resolution, analysis of the complaints and city-wise rankings of cleanliness as per the requirements discussed with MoUD.
- The application (both mobile and web) would be hosted on servers arranged for and paid for by Janaagraha and the hosting charges would be borne by Janaagraha.
- Janaagraha will build the mobile application in various language versions as agreed upon with MoUD.
- The application would have features for city-wise rankings of cleanliness; based on citizen feedback and rate of the resolution of the complaints. The exact formula for the same would be provided by MoUD.
- All the software and the applications used, will be built on open source technology and the code will be open source.
- All data collected by the application will adhere to open data standards as per the vision of Digital India and be available to citizens.
- A centralised helpdesk will be setup by Janaagraha that will provide for technical guidance for the ULBs.
- All other requirements related to training & maintenance of mobile & web applications for Grievance redressal solution will be undertaken by Janaagraha at no cost to MoUD.
- All data generated by the deployment of the services as defined above shall be handed over to MoUD and shall be the sole property of MoUD at no cost. Janaagraha shall, at fixed periods, or on reasonable demand, produce all data to MoUD in desired (and technically feasible) format and shall undertake not to disclose or disseminate and/or use all and any such data without the express written permission of MoUD for any



purpose whatsoever, except for strengthening the above defined services (covered under this MoU) only.

"MoUD's" OBLIGATIONS:

- **"MoUD"** would enable for wide publicity for the web and mobile application of Grievance redressal solution under Swachh Bharat Mission (Urban).
- **"MoUD"** would encourage all municipalities & its stakeholders to use mobile application developed, as part of grievance redressal solution under SBM, to resolve complaints and to monitor and update the status of complaint resolution.
- **"MoUD"** would provide the formula for city wise rankings of cleanliness under the SBM.

Dispute Resolution

Courts of India in New Delhi shall have sole jurisdiction to adjudicate the disputes, if any, arising out of this MoU.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

WITNESS

For & on Behalf of Janaagraha



(Sylvia Veeraraghavan)

Coordinator, JanaOnline

WITNESS

For & on Behalf of MoUD



(Praveen Prakash)

Joint Secretary & Mission Director (SBM)