TRIPARTITE Memorandum of Understanding

AMONG

Department of Telecommunications, Government of India

AND

Bharat Broadband Network Limited

AND

Union Territory of Chandigarh

MoU No. NOFN/ROW-31
Dated. 17.01.2014.

MEMORANDUM OF UNDERSTANDING

Made on this 17th day of January 2014 among

Department of Telecommunications, Government of India (hereinafter referred to as “Central Government”) under the administrative control of Ministry of Communications & Information Technology having its office at Room no. 319, Sanchar Bhawan, Ashoka Road, Delhi - 110017 (hereinafter referred to as “DoT” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of the First Part.

AND

Bharat Broadband Network Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Sanchar Bhawan, New Delhi (hereinafter referred to as “BBNL” which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns) of the Second Part

AND Union Territory of Chandigarh (hereinafter referred to as “Chandigarh Administration” which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the Third Part.

WHEREAS the Central Government has proposed to establish an Optical Fiber based network for Broadband connectivity to Panchayats for Universal Services to rural population of the country and accordingly Cabinet has approved vide cabinet memo no. 37/CM/2011(i) dated 28.10.2011 for creation of National Optical Fiber Network (hereinafter referred to as “NOFN”) as a National Asset, for providing Broadband to Panchayats. The objective is to extend the existing optical fiber network to Panchayats
by utilizing the Universal Services Obligation Fund (USOF) and creating an institutional mechanism for management and operation of NOFN for non-discriminatory access to all service providers. WHEREAS the DOT intends to undertake the execution of the NOFN project (hereinafter referred to as the "Project") through creation of an SPV, the BBINL on the terms & conditions contained in this agreement and Guideline for NOFN issued by Department of Telecommunications from time to time.

AND WHEREAS BBINL, the Execution Agency of the project will facilitate dissemination of information by Central / Chandigarh Administration for overall development of the U.T. Chandigarh through creating and/or upgrading the telecommunication/information infrastructure in Gram Panchayat.

NOW IT IS HEREBY AGREED BY AND AMONGST THE PARTIES HERETO as follows:-

1.0 The Tripartite Agreement is signed between Government of India through Secretary (DoT), Chairman and Managing Director of BBINL and Director, Department of Information Technology, Chandigarh Administration for the implementation of project in letter and spirit.

2.0 The Central Government has approved the formation of Executing Agency vide cabinet approval no. 37/CML/2011(i) dated 28.10.2011 and vide letter no.4/4/2009-Policy-l(pt.) dated 16.11.2011 of Department of Telecommunications for implementation, operation and maintenance of the Project under administrative control of the Department of Telecommunications (DoT). BBINL has been formed and designated as Executing Agency.

3.0 Objectives of Project
The scope of work in project includes
a) connecting the gram panchayats of India on Optical Fiber using the fiber(s) of OFC and/or laying incremental fiber network for providing the broadband connectivity.

b) setting up of suitable telecom network on this National Optical Fiber Network for enabling of various types of applications in the gram panchayats / villages.

c) operation and maintenance of this project in accordance with the Central Government / DoT guidelines;

Responsibilities of parties towards Installation, Operation and Maintenance of the Project

4.0 CENTRAL GOVERNMENT
4.1 Central Government has formed a CPSU, BBINL, under the administrative control of Department of Telecommunications, Ministry of Communications and Information Technology as executing agency.
4.2 The Central Government shall issue the guidelines and modalities of formulating/implementing projects under the programme from time to time.

4.3 The Central Government will finance the project through USO Fund.

4.4 The Central Government through DoT/High Level Committee shall monitor and review the implementation of the Scheme and BBNL will execute, monitor the implementation and provide connectivity to Chandigarh Administration/Telecom service providers to roll out different types of telecom services.

4.5 The Central Government shall approve the guidelines for operationalisation of various components of the scheme including mechanism for payment of fees to Execution Agency.

5.0 BBNL, the execution agency

5.1 BBNL will provide the connectivity/Bandwidth on OFC media by tapping at suitable point of existing OFC of BSNL/Railtel/PGCIL or by laying OFC.

5.2 BBNL will undertake all works related to laying of new Optical Fiber to reach Gram Panchayat. The work of reinstatement will be done in such a manner that best of the efforts should be made to bring the original position of the dig surfaces along the road side. Maximum efforts should be made to avoid the road cutting. HDD or Horizontal boring methods will be explored to cross the pacca road, if crossing is necessary, to minimize the damage of the road.

5.3 BBNL will coordinate with Chandigarh Administration for all activities related to Right of Way

5.4 BBNL can further provide OFC based connectivity to any Telecom Service Provider/Internet Service Provider/any information based service provider in the rural area.

6.0 Union Territory/State Government:

Chandigarh Administration will act as a facilitator for providing NOFN services and will ensure the following

6.1 Union Territory of Chandigarh through its Department of Information Technology would coordinate with BBNL for implementation of NOFN Project in the Union Territory.

6.2 No RoW Charges including reinstatement charges will be levied by Chandigarh Administration, their local bodies, companies or agencies as the information
highway proposed to be created through National Optical Fiber Network for broadband connectivity to Panchayats is primarily for the benefit of the local communities to Panchayats and Chandigarh Administration. This support will be considered as contribution of Chandigarh Administration towards this project as a larger good for ensuring the time bound implementation of the programme and to avoid any delays in grant of RoW permission.

6.3 Electric Utilities (Transco/ Discoms) shall give Right of Way (RoW) on their transmission lines/ sub-transmission lines/ distribution lines free of cost to BBNL for installation of OPGW/ ADSS cable as may be suitable for extending connectivity to Gram Panchayats.

6.4 Chandigarh Administration through its competent authority will issue an order authorizing BBNL to lay OFC in the U.T. Chandigarh. No prior approval of any U.T. Chandigarh agency/ department shall be required to be obtained by BBNL for this purpose. However BBNL shall, in writing, inform the relevant department/agency at least 05 days before laying the optical fiber. In case the concerned agency objects, BBNL shall not start work and shall discontinue the work, if it has started the work, on receipt of objection from concerned agency. The permission to lay the optical fiber network shall then be subject to standard conditions laid down by the Administration/Agency. In case of any dispute, the matter will be referred to the Nodal Department, which will coordinate with all relevant agencies and get the matter decided.

6.5 The approval should be applicable to all Chandigarh Administration agencies like PWD/ RESI Forest */ Municipality/ Panchayat authorities / Electricity Boards/ Irrigation/ Private Electricity Distribution Agency etc. as applicable. (* subject to adherence to provisions of Forest Conservation Act wherever applicable)

6.6 Chandigarh Administration will provide space and power at Gram Panchayat Bhawan or any other suitable location on cost basis for equipment placement and smooth operation of the NOFN project as required.

6.7 Chandigarh Administration will provide unhindered access to BBNL’s staff or its representative in Panchayat Bhawan or any other authorized location for operation/maintenance.

6.8 This agreement will be valid for operation and maintenance of the OFC and OFC Network also.

7.0 Advantage to State Governments

7.1 Panchayats are the constitutionally mandated 3rd tier of government and key
institutions for local self government in the rural areas. Coverage of Panchayats with Broadband internet connectivity has a great potential for empowering rural masses by giving them access to information, public services including those of education, health and financial inclusion.

7.2 Bandwidth requirement for Panchayats will be higher due to sharing of connectivity and extensive use of audio / video applications on account of low literacy level. Therefore it is necessary to take the optical fiber upto the Panchayats which would ensure broadband connectivity with adequate bandwidth.

7.3 The network can be used for service delivery platform for payment, enrollment and registration for BPL, MNREGA, PDS, certificates for birth/ death/ income, land records and registration by Chandigarh Administration effectively and efficiently by electronic means.

7.4 Chandigarh Administration can develop e-office for delivery of document management system, collaborative messaging, e-file, record management, project and task management, RTI, Parliament Questions, court cases, public grievances, inventory and stores, administration, Human Resource, budget monitoring, circulars, events, notices, etc taking into consideration of Panchayats and rural citizen.

7.5 Other applications for the Panchayats are Government schemes, Planning, Management, Monitoring, Payments, Education, Health, Employment, Agriculture and Commerce.

7.6 Further with the help of Central Government standardized ICT Systems & Services, Chandigarh Administration can get robust & reliable National Network, improved efficiency & reduced costs, improved Centre-State co-ordination, improved co-ordination among states/U.T., sharing of best practices, better planning, visibility & monitoring of development, enhanced Cyber Security & Data Control, improved public service & delivery at Panchayats and improved productivity, efficiency & reduced cost.

8.0 Benefit to Panchayats' Citizens

8.1 Panchayats’ Citizens will get easy and convenient access to public services on education, health, security, employment, agriculture, banking, pension, transport, energy, legal, etc.

8.2 They will get awareness and access of transparency and accountability, simplified transactions in real time, improved Administration interface, enhanced Governance experience and social empowerment.
9.0 Benefits to Government of India


9.2 Central Government can ensure efficient delivery of centrally sponsored schemes, enhanced access, transparency and accountability at Central & State/U.T. information repository on people, places and programs for improved planning, monitoring and implementation of Central Schemes, enhanced inputs for planning process at all levels.

9.3 Better Centre-State/U.T. interface for information sharing and collaboration will improve public faith in the Government system as a whole and improved Productivity, efficiency & reduced cost of the Central Schemes for welfare of rural citizen.

10.0 Confidentiality

All parties acknowledge the confidentiality of the information, which may be exchanged between the parties from time to time as being essential to this MOU and agree not to disclose the same to any outside party. However, each party shall be free to disclose such information as is:

- Part of the public domain at the time of disclosure or
- Required to be disclosed by official authorities in accordance with the applicable laws.

11.0 Arbitration and applicable law:

11.1 The parties hereby agree that any controversy, claim or dispute arising out of the interpretation, application or in connection with this MOU which cannot be resolved amicably, shall be referred to Secretary (Telecom), Govt. of India whose decision shall be final and binding on all parties. All disputes will be resolved as per the Government of India policies and applicable Indian Laws.

11.2 All three parties shall not use logos, trademarks and intellectual property of each other.

12.0 Force Majeure:

No failure or omission by either party to carry out or observe or perform any of the terms and conditions of this agreement shall give rise to any claim against such party or be deemed a breach of this MOU if such failure or omission arises from an act of God, act or omission of Government, War or Military operation, accidents, national or local emergency, fire, lightning, explosion, flood, inclement weather, equipment failure or any other cause whether similar or dissimilar outside such Party’s control.
13.0 **Validity:** This MOU shall come into force upon signature by all three parties and shall be valid for entire life cycle of the project.

14.0 **Termination**

14.1 This MOU can be terminated under extreme exigency conditions by the concerned parties under mutual agreement.

14.2 In case of war/hostilities, second party based on operational requirements towards national security can suspend the MOU by giving three months notice to the first party and can resume the same at the end of the war/hostilities.

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<td>V. UMASHANKAR</td>
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<td>(V. UMASHANKAR)</td>
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<td>Joint Secretary (T.)</td>
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<td>Deptt. of Telecom, Govt. of India</td>
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<td>Signature</td>
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<td>Shri. Upkar Singh, Director</td>
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<tr>
<td>Department of Information Technology, Chandigarh Administration</td>
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<td>A. K. BHARGAVA</td>
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<td>Director (Operation)</td>
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<td>Birla Broadband Network Ltd. (Birla Movida Birla Enterprises)</td>
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