

MARCH 2017

Request for Proposal for Selection of Creative cum Media Agency for MyGov

Volume II: Draft Contract

Ref No. 2(1)/2016-MyGov(Vol-I)

Media Lab Asia, MyGov Cell,

Ministry of Electronics & Information Technology, (MeitY)
Government of India, Electronics Niketan, 6-CGO Complex,

New Delhi -110003

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Contents

1. MASTER SERVICE AGREEMENT	4
2. Service Level Agreement.....	32
3. Non-Disclosure Agreement.....	32
4. Payment Schedule.....	35
5. Annexures	36
Annexure 1: Indicative List of Magazines.....	36

1. MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (“Agreement”) is made on this the <***> day of <***> at<***>, India.

BETWEEN

The President of India, acting through Media Lab Asia-MyGov, Ministry of Electronics & Information Technology (MeitY), Government of India, duly represented by Chief Executive Officer, MyGov having its office at Electronics Niketan, CGO Complex, Lodhi Road, New Delhi, India (hereinafter referred to as **MeitY**), which expression shall, unless excluded by or repugnant to the context deemed to include its permitted successors in office and/or assigns),

AND

- <***>, a Company incorporated under the *Companies Act, 1956* or a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932
- , having its registered office at <***> (hereinafter referred to as “**SELECTED AGENCY**” which expression shall, unless excluded by or repugnant to the context include its representatives, executors, permitted assigns on the second part.

Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

Whereas MeitY is desirous to hire expert services of a creative and media agency for providing creative and media services for its project MyGov.

And whereas in furtherance of the same, MeitY undertook the selection of a suitable Creative cum Media agency through a competitive bidding process for implementing the Project and in this behalf issued Request for Proposal (RFP) dated <***>;

And whereas the successful bidder has been selected as the SI on the basis of the bid/proposal submitted in response to the RFP for the <purpose>.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out in RFP Vol 1.

1.2. Interpretation

In this Agreement, unless otherwise specified:

- a. References to Clauses, Sub-Clauses, Paragraphs and Annexures are to clauses, sub-clauses, paragraphs and annexures to this Agreement;
- b. Words denoting the singular include the plural and vice versa and use of any gender includes the other genders;
- c. References to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. References to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e. A reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted;
- f. Any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g. References to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of Delhi are generally open for business;
- h. references to times are to Indian Standard Time;
- i. A reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time;
- j. All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement;
- k. Selected Agency shall mean the agency selected for the project against this RFP.

1.3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b. as between the provisions of this Agreement and the Annexures, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules/Annexures;

- c. as between any value written in numerals and that in words, the value in words shall prevail;
- d. For any other ambiguities or discrepancies within this Agreement the clarification on the ambiguity shall be provided by the MeitY.

1.5. Priority of documents

This Agreement, including its Schedules and Annexures, represents the entire agreement between the Parties.

If in the event of a dispute as to the interpretation or meaning of this Agreement it should be necessary for the Parties to refer to documents forming part of the bidding process leading to this Agreement, then such documents shall be relied upon and interpreted in the following descending order of priority:

- a. This Agreement along with the NDA agreement, and Annexures;
- b. Request for Proposal and Addendum / Corrigendum to the Request for Proposal (if any);
- c. Proposal/ Bid submitted to MeitY by the successful bidder in response to the RFP.

For the avoidance of doubt, it is expressly clarified that in the event of a conflict between this Agreement, Annexures or the contents of the RFP, the terms of this Agreement shall prevail over the Annexures / Schedules and Annexures / Schedules shall prevail over the contents and specifications of the RFP.

2. SCOPE OF THE PROJECT

Overall Scope of Work

A Media & Communications strategy is essential to regularly convey information about MyGov, its activities and other components to diverse stakeholders and create awareness, through direct and indirect engagement. In order to formulate a Media & Communications strategy and to implement a 360 degree Media Campaign activity, services of a creative cum media agency is required, initially for a period of two year extendable for a maximum period of another one year at the discretion of MyGov. This will involve the following, but not limiting to the tasks:

- a. The selected agency will be responsible for the overall branding of MyGov across all mediums which can help MyGov in promoting the participative governance. Further, the selected agency may be required to re-design the overall logo of MyGov or MyGov initiatives (e.g. merchandise advertising plan), associated schematics, design, standardize the color scheme, etc.
- b. Information, Education and Communication (IEC): Conceptualize and develop Information, Education and Communication (IEC) materials for Radio, TV in different formats like spots/ jingles, Cinema ads, short films/documentaries, training films, interactive shows, audio visual material, digital marketing/ promotion material in the required formats.

- c. Conceptualize, design, graphic design, studio work, digital art designing, infographics, etc. and other pre-release work for the IEC print materials like brochures, booklets, primers, guidelines, folders, leaflets, posters, calendars, annual reports, stationeries, merchandise etc.
- d. Conceptualize and design including writing of copy of the press advertisements, curtain raisers, briefs, Press Releases, Articles for magazines & newspapers, Newsletters, Reports, Testimonials, on various activities/events of MyGov. The selected agency will Proofread all copy created, including copy created by MyGov, and ensure that all such materials have been reviewed and approved through a review process.
- e. Conceptualize and design material for outdoor IEC activities like hoardings, bus/train panels, bus shelters, panels & posters in metro rail and metro stations, railway stations and airports, illuminated signage, wall paintings, display panels, other exhibition materials etc.
- f. Conceptualize and design IEC materials for dissemination of information through social media and innovative mediums like web pages, internet, and mobile telephone and for interpersonal communication.
- g. Conceptualize, design non-traditional and attractive merchandise for different audiences as per requirement.
- h. Media planning and buying for MyGov for all mediums for each campaign. The selected agency shall be required to provide all support required to buy media for the release of various outputs in media including but not limiting to the negotiations with media providers to get MyGov best price. MyGov shall buy the required media either through selected agency or through its own tie-ups and bidders are not required to quote prices for media buying (support required media buying shall be quoted by bidders) at this stage. MyGov reserves the right to compare costing of media being bought as suggested by selected agency with other Government organizations (like DAVP) to take the cost effective decision.
- i. Advise MyGov on appropriate communication strategy including media options and formats for campaigns. Provide creative consulting, sharing with MyGov the best practices expertise for brand advocacy and creative continuity. Coordinate media attendance and management at various events conducted for MyGov.
- j. The IEC materials for all the above formats are required to be made in Hindi, English and other regional languages as per requirement, if any.
- k. Conceptualize and conduct workshops, event coverage and launches
 - i. Government Workshops for issues related to specific regions
 - ii. MyGov Thematic Workshops for all Ministries/Departments
 - iii. Youth Connect Workshops: Organize stalls at notable events in colleges etc.
- l. Research Activities: The agency will in addition carry out research related activities either directly or sub contract it to a research Agency. These activities will include KAP studies, Baseline studies, media habits studies, pre-test, effects after release, monitoring of communication campaign, concurrent tracking studies etc.
- m. Important:
 - i. The agency shall obtain approval from MyGov for all campaign plans, strategies, and materials produced. The agency shall provide a schedule of proposed media placements in consultation with MyGov. The agency shall monitor all media coverage of the brand and related topics.

- ii. MyGov will provide/facilitate all technical inputs and will work closely with the agency in the formulation and planning of the required activities.
- iii. All the media release shall happen either through selected agency's own or sub-contracted 'production- cum- release- houses', or shall be done through Government appointed agency. MyGov reserves the right for the final selection of 'production- cum –release- houses'. Radio and TVC production shall be done by external agency, however selected agency shall support in the media planning and end to end support till the release of the production. MyGov reserves the right to choose the external production agency from Government empanelled agencies for getting the creatives produced.
- iv. The bidder shall be responsible for quoting the all the cost required for conceptualizing, creating the entire creative & its media planning under this engagement/work and extending all the required support for monitoring (in case of a third party 'production- cum –release- house') the release of the approved creative work through selected medium. Bidders are not required to quote for procuring third party images for this engagement. However graphic designing, infographic designing, digital image art work and making it ready for different adaptations for print media/internet media/OOH would be the responsibility of selected agency.
- v. The Agency will be required to submit details on each activity/event conducted, including the relevant artwork.
- vi. The agency will ensure tracking and creating report regarding traffic on MyGov and its associated sites.
- vii. The selected agency will ensure media liaison and keep all relevant information organized.

Detailed Scope of Work

Preparation of Detailed Promotion & Communication Strategy:

The selected agency will be required to plan and design a detailed promotion strategy for MyGov to carryout different promotional activities covering all mediums so as to achieve the intended objective. The selected agency will be required to suggest a blend of all promotional mediums for effective and sustainable marketing campaigns in this strategy. This strategy document will be a live- document, which may get updated post each campaign basis the impact assessment results. The detailed promotion strategy would cover annual promotional activities for MyGov. The selected agency will be required to seek approval from MyGov before executing the propositions made as part of this strategy document. The selected agency will also coordinate the implementation of the proposed strategy with the MyGov Team.

The selected agency will be responsible to prepare a weekly, monthly and Yearly Communication strategy for MyGov's promotion across all media and work on National and Local Media relationship. The agency will need to develop marketing campaigns (conception, information, creative design, copywriting, graphical design and resizing, and final output) for MyGov.

Print:

Print media unlike web, radio or television medium, is tangible and provides readers the opportunity to study/browse articles, look at images & view advertisements at their leisure. The medium is widely circulated amongst loyal patrons and provides long term durability and hence has a longer life span. This medium is also very useful to reach specific audience, geographically spread. To raise awareness about MyGov's achievements amongst diverse stakeholders, it is planned to publish advertisements in leading dailies (All India) in English, Hindi and various regional languages. The selected agency will be required to conceptualize and develop creative for print medium. The creatives prepared by the agency should be ready to release version for publishing in newspapers/ magazines.

The selected agency will be required to carryout the digital art work/ infographic designing/ graphic designing/ image work (high resolution images) in the required sizes as per the agreed print media plan. However, agency is not required to procure third party images for this work, MyGov may either provide the images from its image bank or may go for specific photoshoot. The selected agency would be required to provide all required support in the art and design work required for create the creatives. The creative output from selected agency for print medium would include but not limiting to the following:

- a. **Newspaper Ads:** Strip Ads (32.9 cm width x 6 cm height), Quarter Page Ads, Half Page Ads. The agency need to resize edit materials as per media plan.
- b. **Magazines Articles:** Distinguished personalities and experts from different domains such as media, politics, science & technology, Industry, health, social welfare etc. may be invited to write articles regarding on-going discussions/activities on the portal, emerging themes and new activities that may be added etc. Personalities from various fields may be identified and summary of comments of 3-5 relevant discussion threads/contests of national importance or specific topics may be sent to domain experts along with invite letter from CEO, MyGov. Alternatively, experts may suggest topics for writing, as they deem fit. The selected agency will be required to support in the international (Australia, Europe, US) magazines/ news/ wire copied articles (such as Reuters/AP). The bidder is required to quote for total 6 number International articles equally divided amongst magazines, news and wire copied articles in 24 months.
- c. **Magazine Advertorials:** Advertorials may be published in leading magazines for promoting MyGov. The List of Magazines under different genre which will be required to cover for articles and advertorials are enclosed as Annexures
- d. Annexure 1: Indicative List of Magazines
- e. **Press Event:-** The selected agency need to organize media events (press conferences, media briefings), write press releases, announcements of the events.
- f. **Op-eds :** The selected agency will be responsible for bringing influential and noted writers to seed op-eds about the activities (existing and upcoming) and other issues of national importance for MyGov. The selected agency is required to quote for 24 op-eds in a span of two years from 10 well known writers in National Dailies. This cost should be all inclusive for 24 number of op-eds.

- g. **MyGov Brochure:** The selected agency will be responsible for designing the creative for MyGov brochure in the required languages and required frequency. At present, brochure is created every fortnightly, the selected agency will be required to work with MyGov to develop brochure design, content for brochure, develop the required digital art work and produce the final copy of brochure.

The selected agency need to undertake daily media monitoring and analysis and provide a monthly progress report to MyGov.

Radio:

Despite rapid developments in communication technologies in the last few decades, radio broadcasting is one of the most cost effective ways to reach diverse audiences. To enhance visibility of MyGov, Radio Campaigns are planned to be undertaken on AIR, community Radio, and private FM Channels. The selected agency will be responsible for conceptualizing, creating and media planning and spot buying support in the release of radio jingles and theme songs. The agency will be required to create and deliver the final script, negotiations with radio channels for spot buying, monitor its production by external agency and further its release in radio channels. MyGov will approve the creative and the media plan plus buying proposed by the selected agency. The Agency will undertake management of all talent and music contracts, including licensing, holding fees and residual payments. The agency will also be required to create IVRS prompts in Hindi, English and other Indian regional languages as may be required from time to time to be released across media. The Radio campaigns will be in form as under, but not limiting to:

- a. **Radio Spot:** The selected agency will be required to make creative for the Radio spot in the form of Script, Messages, Lyrics, Jingle, etc. Production of songs/ jingle from respective lyrics will not be the responsibility of selected agency. The agency shall prepare a comprehensive media plan which shall be approved by MyGov for Radio covering the following two kinds of radio spots (40 seconds) -
- i. MyGov Generic spot
 - ii. Spot based on specific topic. The Radio spots may be dubbed in 18 regional languages.
Dubbing of radio spots will be the responsibility of production agency, however, selected agency will be responsible for its end to end release in radio channels in selected regions.
- b. **RJ Mentions:** Radio Jockeys may add value to the Radio spot and make it more meaningful for the listener by giving additional details about various ongoing and upcoming activities on the MyGov portal, how Ministries/Departments have taken action etc. The selected agency will be responsible for creating creatives for RJ mentions of MyGov either promoting the platform for participative governance or for specific agenda. Selected agency shall be end to end responsible for this scope of activity including creatives for scripts, media planning, discussions with radio channels and radio shows for RJ mentions, etc. in pursuant to the approval provided by MyGov on the media plan.

- c. **Radio Sponsored Program:** In order to create awareness about MyGov and related components, a series of Radio Sponsored Programme (10 episodes of 15 minute each) may be developed. The programme will be produced in a Radio Magazine format which is typically characterized by periodicity, variety in its content presentation- discussions, interviews, reviews, music and feedback. The content may be developed in consultation with the MyGov Team. The agency will be responsible for but not limited to developing scripts, suggesting topics for the episodes, suggesting guests for expert advice segment/interview, discussion with radio channels, media planning, etc.

Television:

An essential part of everyday life today, television is one of the most powerful tools in communicating messages to the masses. Shrinking the world into one place, this visual medium with the dynamic combination of sight, sound and action makes it easy to reach specific target audience through a whole host of channels on an immediate basis. The selected agency will be responsible for conceptualizing, testing, research, creating, and media planning & buying support (if required) in the production cum release the components of TV campaign as given below. All TV campaign creative must be developed through fresh shoot. MyGov will consider the creative and the media plan and media buying proposed by the selected agency. The selected agency will be required to deliver the script ready to be shot by production house and shall monitor the production of TVC. The selected agency shall be responsible to provide support in releasing the TVC as per media plan. The TV campaign creative will be in the form as under, but not limiting to:

- a. **TV Spot:** The selected agency will be required to create comprehensive creative for TV Spot (60 seconds, 40 seconds and 30 seconds) in form of Story board/ Script, Messages, Lyrics, Jingle, Graphics, Animation etc. The agency shall prepare a comprehensive media plan which shall be approved by MyGov for TV. The TV Spot will require to be dubbed in 18 regional languages and the selected agency shall extend all the required support for dubbing by production agency and its release in select regional TV channels. Dubbing of TV spots will be the responsibility of production agency, however, selected agency will be responsible for its end to end release in TV channels in selected regions.
- b. **Talk Shows/ Half Hour Specials:** The selected agency will be required to conceptualize a series of sponsored talk shows on MyGov. Selected agency shall be end to end responsible for this scope of activity including creatives for scripts, media planning, discussions with TV channels, etc. The selected agency will be required to support MyGov in buying media basis their relationship with TV Channels as per the approved media plan.
- c. **Product Placement:** The selected agency will be required to conceptualize methods for sponsored product placement in popular TV shows for promoting MyGov. The selected agency will only be required to support MyGov in buying media/ air time in TV Shows as per the approved media plan. The selected agency will not be required to incur cost on behalf of MyGov for product placement. However the selected agency will be required to draft the script with the selected TV show for proper product placement. The selected

agency would be responsible for successful release of the product 'MyGov' placement in TV show.

Digital Films:

Promotional Campaign film (5-7 minute duration), User experience film (5-7 minute duration), and 3D/ 2D animation films (both 2-3 minute duration) can be extremely effectual for raising awareness, informing and educating the masses about various activities on MyGov. The selected agency will be responsible for conceptualizing, creating and producing the films under this engagement. The selected agency is not only responsible for quoting the cost for creating the script of such films but also for the production of it. All Films will be freshly shot for this engagement using professional photographers and further edited to make it ready for release. All graphics/animations/art work used must be developed ab initio by the selected agency for this scope activity.

Cinema Ads:

Cinema Advertising is a very effective way of campaigning as it offers targeting of specific audience, based on geography. Cinema Advertisements have the potential to generate response from the public, as it is a model of campaigning wherein the audience is captive and compelled to watch the advertisement. Cinema advertisement on MyGov would be an adaptable version of the TV commercials. The selected agency will be responsible for creating adaptations of TV commercials for Cinema Ads and further supporting MyGov for media planning for the release of such Cinema Ads. As the dubbing of TV spot shall be carried out by production agency, the selected agency shall be responsible for creating regional adaptations as well for Cinema Ads.

New Media

a. **Social Media:**

With the proliferation of social media, it has become imperative to keep pace with the different channels and forms of communication to ensure that the message is disseminated far and wide and reaches out to the intended audiences in all potential channels accessed by them. It is important to bring to light that the government is utilizing tools that constitute social media to connect with the citizens. The selected agency will be required to undertake a comprehensive social media campaign for events or campaigns whenever assigned to on social media including but not limiting to on Twitter, Facebook, YouTube, Instagram etc. The campaign would essentially involve creation of creatives for films, advertisements, trending, web posts, blog bursting, creatives for banners etc. Indicative list of activities for Twitter, Facebook and YouTube are listed as under for reference, however final list of activities shall be designed based on the requirement of MyGov on selected social media platforms, from time to time.

- i. Twitter: Creating graphical and video creatives for MyGov Twitter account for at least 1 tweet daily on important ongoing/upcoming activities on the platform. Required creatives for New tasks/contests/discussions/groups/rewards to be tweeted about on a daily basis. The selected agency will be required to create creatives for the

- twitter handle and help in trending topics of interest; however MyGov would manage its twitter handle with its own team.
- ii. YouTube: a MyGov channel on You Tube has been created wherein all audio visual media, interviews, animated films etc. will be posted. The selected agency will be required to create Pre-roll ad (TrueView format ads- skippable as well as non-skippable) from videos/ TV spots/ TV shows/ Cinema Ads for extensive promotion of MyGov. The selected agency will be end to end responsible for this scope activity including media planning, creating script for videos (for fresh video shoots), art work, adaptations in different sizes, etc; however MyGov would manage its Youtube handle with its own team.
 - iii. Facebook: The selected agency will be required to create responses and posts for Facebook page including comments, create interesting posts about New tasks/contests/discussions/groups/rewards/ other topics of interest, etc. and make the same trending; however MyGov would manage its Facebook page with its own team.
 - iv. Viral Videos: The selected agency will be required to create creatives for videos and also support MyGov in making atleast 8 such videos viral on internet (more than 1,00,000 views in 30 days from the date of release of video on MyGov YouTube channel).
- b. **Internet Banner:** Web Banner ads are powerful tools for building brand recognition. The selected agency will be responsible for conceptualizing the entire creative for web banners for the required campaign, or as the case may be. The Ad could be in the form of a static image, animations, slideshows and streaming media to make it eye catching advertisement for Web-page visitors. The banner may be displayed prominently on all Government websites and for certain time period on important and highest rated Indian websites such as Times of India, NDTV, Yahoo India, Facebook etc. The selected agency will be required to design the graphics, undertake required graphic designing/ infographic designing/ art/ studio work for creating the web ads of different sizes to be placed on various websites on internet. For the purpose of creating internet banners, the selected agency is not required to purchase images, as MyGov may provide images from its image bank or go for specific photoshoot. However, the selected agency will be responsible for all the image work (high res images) to be ready for the release as web ads on internet.
- c. **Blogger Engineering:** The selected agency will be responsible for bringing influential and noted bloggers to write about the activities (existing and upcoming) and other issues of national importance on the MyGov portal, their associated blog websites/ guest blog, or any other prominent websites where they are actively blogging. The selected agency is required to quote for creating such blogs, media planning for blogs and also the cost for known personalities to write blogs. This cost should be all inclusive for MyGov for 10 number of bloggers writing to promote MyGov for a period of 2 years (atleast 3 blogs of 800 words each from each blogger).
- d. **Mobile Phone Marketing:**
- v. Bulk SMS may be sent out regularly to inform people regarding existing and upcoming activities on the portal and important events. The selected agency will be

- responsible for identifying the event on which bulk SMS is required to be sent out. Further the agency will be responsible for creating content of SMS and coordinate for the successful dissemination of SMSs through MeitY/NIC SMS Gateway.
- vi. The selected agency will be responsible for creating the script for MyGov jingle ring tones and further getting it produced from the external agency. The selected agency will monitor the production of jingle ring tone and also its release for Mobile downloads from different stores (Android/ Apple/Windows/ etc.) and mygov.in. The selected agency would be creating phone/desktop/laptop screensavers for download from MyGov portal. The agency shall be carrying out all the required graphic designing/ infographic designing/ digital art work for delivering such screensavers. Selected agency is not required to procure images for this scope activity.
 - vii. The selected agency will be responsible for creating mobile ads which shall be posted on various important mobile applications as live banner ads. Further selected agency will be responsible for identification of such mobile applications for the posting of ads, supporting in buying space for such ads and also updating the ads from time to time.
- e. **New Media Marketing:** The selected agency may be required to design the creatives for re-designing the web-pages of the existing MyGov portal to better suit the requirements of users. Further, the agency will be required to write articles to be posted on the MyGov portal/ other websites to increase its ranking on various search engines, including but not limiting to SEO and SEM. Further it is imperative to mention here that this will an ongoing activity throughout the duration of the engagement and specific need based articles, contents, support in managing social media of MyGov to improvise the ranking and creating awareness of this platform shall also be part of this scope of activity which helps driving traffic to MyGov web portal.
 - f. **Email marketing:** The selected agency may be required to purchase email databases such that emailers on various activities of MyGov can be send to the selected database to acquire new users and increase participation on various activities

Outdoor Media:

The selected agency will be responsible for conceptualizing, creating and designing creative material for outdoor IEC activities like MyGov Posters, Hoardings, bus/train panels, bus shelters, illuminated LED screens/digital signage, wall paintings, display panels/boards, or any other materials which may be displayed at prominent places such as Airports, Metro Stations, Railway Stations, Bus stops, corporate office campuses and other public places. Further, the selected agency will be required to identify such prominent places for the outdoor media which may include but not limiting to the aforementioned places. The selected agency will support in media planning and monitor the upkeep of outdoor media as per the approved media plan. Selected agency will not be required to procure images for this scope, however all the digital image and art work required for getting the right adaptations for all sizes of OOH in high resolution images would be the responsibility of selected agency. MyGov may go for specific photoshoot for this scope activity and may provide high

resolution images from its bank for the digital image and art work by selected agency.

Podcast:

The selected agency will be responsible for creating podcast (audio only) to be streamed through MyGov portal. The podcast will facilitate user to self-update about the weekly activities pertaining to each discussion/ task/ contest/ event on MyGov. The selected agency will be required to create creatives for script of podcast, selection of speaker for voice, recording the podcast in two languages, studio editing for the final release. The selected agency would be required to quote all inclusive for 104 podcast (weekly podcast) in two languages including cost of speaker.

Merchandise:

The selected agency will be responsible for suggesting, designing creative for non-traditional, attractive and aspirational merchandise (which makes identification with MyGov an aspirational value, like badges, bands, etc.) tailored for different audiences/ different campaigns and events, collaterals as rewards for contests etc. It is also crucial that the type and look of the collaterals especially the low cost items such as pens, mugs, notepads, T-Shirts, Bags, Caps, Pen Holders, Visiting Card Holders, Paper Weights, Pen Drives, Brochures, Booklets, etc. be changed regularly to maintain interest and pride of ownership in such items. The selected agency would be required to create creatives for aspirational merchandise which are specifically designed for individuals contributing on MyGov on various topics. Further, the selected agency will be responsible for carrying our digital image work, graphic designing for creatives and further coordinating with the merchandise developer before and after the important events. It may be possible that merchandise will be developed without any event, in such case also, the selected agency will be responsible for the final output (merchandise items such as pens, mugs, notepads, etc. will not be the responsibility of selected agency).

Event Management:

The selected agency will be responsible for end to end planning, organization, administration and management of events related to MyGov including exhibitions. These may be in form of Workshops/Seminars/Conferences/ Exhibitions. The responsibilities will include but will not be limited to coordination and extensive follow up with Ministries/Departments/PSUs/Industry/Academia for speaker participation and general participation in such events, promotion of event for general participation, follow up with confirmed speakers, vendor coordination, developing promotional creative materials for such events, supervision and management of event on-site, exhibition set up and management, over-see set up and manage exhibition space during build-up and breakdown, liaising with exhibitors to ascertain their precise event requirement, preparation of event report etc. Cost for venue, food & beverages, lightings, sound systems, etc. are not to be factored in the quote by bidder. The selected agency will be required to create promotional material such as short films/ high resolution still photographs by professional/ etc. from such events.

Overall Impact Assessment:

MyGov will undertake the overall impact assessment exercise through a third party agency from time to time to understand the response from citizens against various promotional activities. This may require primary research activities as well by physically conducting surveys of citizens. This activity will form the basis for revising the media plan if required. Suggestions submitted by the third party agency would require to be incorporated in the comprehensive promotional strategy by the Creative cum Media Agency selected through this process and further undertake all the necessary actions emerging from the impact assessment exercise. The bidder will be required to submit the revised strategy document within stipulated timelines (30 days) from the date of communication of such suggestions emerged from impact assessment.

Intellectual Property Rights

MyGov shall remain the owner of all the content conceptualized, created, and implemented by the selected agency under this RFP. All intellectual property rights in the content whether in tangible or intangible form shall belong to MyGov and the selected agency has no right to assign, licence, sell, or use any content conceptualized, created and implemented under this RFP and/or accompanying Master Service Agreement to any third party under any circumstances.

All the content conceptualized, created and implemented by the selected agency whether in tangible or intangible form shall bear relevant copyright notices in the name of MyGov.

The selected agency shall take all such appropriate legal actions to safeguard violation of MyGov's intellectual property rights, if any.

3. TERM AND DURATION OF THE AGREEMENT

- a. This agreement shall come into effect on the date of signing of this Agreement (hereinafter referred to as the 'Effective Date') and unless terminated earlier in accordance with the provision of this Agreement. This Agreement shall continue initially for period of two years from Effective Date and extendible upto a maximum period of one more years subject to the performance of the Selected Agency on the same terms & conditions;
- b. In the event of delay in providing services by the Selected Agency, MyGov may upon its sole discretion, extend the duration of the project for fulfilling the agreed scope of work.

4. CONDITIONS PRECEDENT & EFFECTIVE DATE

4.1. Provisions to take effect upon fulfilment of Conditions Precedent

Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfillment of all the Conditions Precedent set out below. However, MyGov or its nominated agencies may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Selected Agency

4.2. Conditions Precedent of the SELECTED AGENCY

The Selected Agency shall be required to fulfill the Conditions Precedent as follows

- a. To provide a Performance Security/Guarantee to MyGov or its nominated agencies within fifteen (15) days of award of the contract to the most responsive bidder in the format provided in in the RFP volume 1 ; and
- b. To provide MyGov or its nominated agencies certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this Agreement by the Selected Agency.

4.3. Extension of time for fulfilment of Conditions Precedent

The Parties may, by mutual agreement extend the time for fulfilling the Conditions Precedent and the Term of this Agreement;

For the avoidance of doubt, it is expressly clarified that any such extension of time shall be subject to undertaking from Selected Agency that it will fulfill the Conditions Precedent as per the terms & conditions of the RFP.

4.4. Non-fulfilment of the Selected Agency's Conditions Precedent

- a. In the event that any of the conditions precedent of the Selected Agency has not been fulfilled within 30 (thirty) days of Effective Date and the same have not been waived fully or partially by the MyGov, MyGov reserves the right to terminate the process and may also forthwith forfeit the Earnest Money Deposit submitted as part of Proposal/ Bid by the successful bidder;
- b. In the event that possession of any of MyGov or its nominated agencies facilities has been delivered to the Selected Agency or prior to the fulfillment of the Conditions Precedent, upon the termination of this Agreement such facilities shall immediately revert to MyGov or its nominated agencies, free and clear from any encumbrances or claims.

5. CHANGE OF CONTROL

- a. In the event of a change of control of the Selected Agency during the currency of the project, the agency shall promptly notify MyGov and/or its nominated agencies;
- b. In the event that the net worth of the surviving entity is less than that of agency prior to the change of control, MyGov or its nominated agencies may within 30 (thirty) days of becoming aware of such change in control, require a replacement of existing Performance Guarantee furnished by the agency from a guarantor acceptable to MyGov or its nominated agencies (which shall not be agency or any of its associated entities);

- c. If such a Performance Guarantee is not furnished within 30 days of MyGov or its nominated agencies requiring the replacement, MyGov may exercise its right to terminate this Agreement within a further period of 30 days by written notice, to become effective as specified in such notice;
- d. Pursuant to termination, the effects of termination as set out in clause 12.2 of this Agreement shall follow; and
- e. For the avoidance of doubt, it is expressly clarified that the internal reorganization of the agency shall not be deemed an event of a change of control for purposes of this clause unless the surviving entity is of less net worth than the predecessor entity.

6. REPRESENTATIONS AND WARRANTIES of the SELECTED AGENCY

The Selected Agency represents and warrants MyGov or its nominated agencies that:

- a. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and other agreements and to carry out the transactions contemplated hereby;
- b. It is a competent provider of a variety of creative and media services as stipulated in the RFP;
- c. It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- d. From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- e. In providing the Services, it shall use reasonable endeavors in providing the desired services under this Agreement at all times and not cause any unnecessary disruption to MeitY's normal business operations;
- f. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- g. The information furnished in its Proposal/ Bid in response to the RFP and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as on the date of this Agreement;
- h. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- i. There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;

- j. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- k. It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Agreement;
- l. It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- m. It will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the MyGov systems or any deliverables, any harmful code;
- n. No representation or warranty by it contained herein or in any other document furnished by it to MyGov or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- o. No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of MyGov or its nominated agencies in connection therewith.

7. APPROVALS AND REQUIRED CONSENTS

- a. The Parties shall cooperate to procure, maintain and observe all relevant and regulatory and governmental licenses, clearances and applicable approvals (hereinafter the “Required Consents”) necessary for the Selected Agency to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to RFP and local custom and practice in the locations where the Services are to be provided.
- b. Both parties will give each other all co-operation and information reasonably required to meet their respective obligations under this Agreement.
- c. MyGov or its nominated agencies shall use reasonable endeavors to assist Selected Agency to obtain the Required Consents. In the event that any Required Consent is not obtained, the Selected Agency and MyGov or its nominated agencies will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for MyGov or its nominated agencies to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the agency shall not be relieved of its obligations to provide the Services and to achieve the intended objectives until the Required Consents are obtained if and to the extent that the Selected Agency’s obligations are not dependent upon such Required Consents.

8. USE AND ACQUISITION OF ASSETS BY THE SELECTED AGENCY

8.1. During the Term the Selected Agency shall:

- a. Take all reasonable and proper care of the entire hardware and software, network or any other information technology/ non-information technology infrastructure components, as the case may be, used for the Project and other facilities leased / owned / operated by the selected agency exclusively in terms of ensuring their usability for the delivery of the Services as per this Agreement (hereinafter the “Assets”) in proportion to their use and control of such Assets;
- b. Keep all the tangible as well as intangible Assets (hereinafter Assets) in as good and serviceable condition (reasonable wear and tear excepted) as on the date the selected agency takes control of and/or first uses the Assets and during the entire Term of the Agreement;
- c. Ensure that any instructions or manuals supplied by the manufacturer and /or licensor of the Assets for use of the Assets and which are provided to the selected agency will be followed by them and any person who will be responsible for the use of the Assets;
- d. Take such steps as may be properly recommended by the manufacturer and/or licensor of the Assets and notified to the selected agency or as may, in the reasonable opinion of the selected agency, be necessary to use the Assets in a safe manner;
- e. Ensure that the Assets that are under the control of the selected agency, are kept suitably housed and in conformity with Applicable Law;
- f. Subject to receipt of reasonable advance written notice, provide permission to MyGov and any persons duly authorized by MyGov to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements; ;
- g. Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.
- h. Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- i. Use the Assets exclusively for the purpose of providing the Services as appropriate;
- j. Not sell, offer for sale, assign, mortgage, encumbrance, pledge, hypothecate, sub-let or lend out any of the Assets;
- k. Use the Assets only in accordance with the terms hereof and those contained in the Project Agreement;
- l. Maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, Assets, data, software, etc.; and

- m. Transfer the ownership of Assets in accordance with RFP and this Project Agreement

9. ACCESS TO MyGov OR ITS NOMINATED AGENCIES LOCATIONS

For so long as the selected agency provides Services to MyGov or its nominated agencies location, as the case may be, on a non-permanent basis and to the extent necessary, MyGov as the case may be or its nominated agencies shall, subject to compliance by the selected agency with any safety and security guidelines which may be provided by MyGov as the case may be or its nominated agencies and notified to the SA in writing, provide the SA with:

- a. Reasonable access to locations of MyGov for facilitating the project work;
- b. Reasonable work space, access to office equipment as mutually agreed and other related support services, as may be reasonably necessary for the SA to perform its obligations under this agreement;
- c. Access to locations, office equipment and services shall be made available to the SA on an “as is, where is” basis by MyGov as the case may be or its nominated agencies; and
- d. The SA agrees to ensure that its employees, agents and contractors shall not use the location, services and equipment referred to in RFP for the following purposes:
 - For the transmission of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
 - For using in a manner which constitutes a violation or infringement of the rights of either party to this Contract (including but not limited to rights of copyright or confidentiality).

10. MANAGEMENT

10.1. Governance

The review and management process of this Agreement shall be carried out in accordance with the Project Governance structure formulated by MyGov, Ministry of Electronics and Information Technology, Government of India.

10.2. Changes

Unless expressly dealt with elsewhere in this Agreement, any changes under or to this Agreement shall be made by mutually agreement on the terms and conditions of the changes. The changes once approved by the competent authority with Ministry of Electronics and Information Technology, Government of India shall be appended to this agreement as addendum(s), as the case may be.

10.3. Cooperation

Except as otherwise provided elsewhere in this Agreement, each Party to this Agreement undertakes to promptly provide the other Party with all such information and co-operation which is reasonably requested for by the other party, provided that such information and co-operation:

- a. Does not require material expenditure by the Providing Party to provide the same;
- b. Is reasonably required by the Receiving Party in order for it to comply with its obligations under this Agreement;
- c. Cannot be construed to be Confidential Information; and
- d. Is capable of being provided by the Providing Party.

Further, each Party agrees to co-operate with the other Party as reasonably requested in order to accomplish the purposes of this Agreement.

11. FINANCIAL MATTERS

11.1. Terms of Payment and Service Credits and Debits

- a. In consideration of the Services and subject to the provisions of this Agreement, MyGov shall pay the Shortlisted agency(SA) for the Services rendered in pursuance of this Agreement, in accordance with the Terms of Payment mentioned section 5 of this Volume;
- b. All payments are subject to the application of service credits and debits as may be provided for in the Agreement. For the avoidance of doubt, it is expressly clarified that MyGov will pay the service credits as stated in accordance with the Terms of Payment mentioned in section 5 of this volume and MyGov may also calculate a financial sum and debit the same against the Terms of Payment mentioned in section 5 of this volume as a result of the failure of the SA to meet the Service Level as defined in RFP; and
- c. Save and except as otherwise provided for herein or as agreed between the Parties in writing, MyGov shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the SA's performance of any obligations under this Agreement) other than those covered in Terms of Payment mentioned in section 5 of this volume.. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, and all other related costs including taxes.

11.2. Invoicing and Settlement

Subject to the specific terms of this Agreement, the SA shall submit its invoices in accordance with the following principles:

- a. MyGov shall be invoiced by the SA for the Services in pursuant to the scope of work stipulated in the RFP. Generally and unless otherwise agreed in writing between the Parties

- or expressly set out in this Agreement, the SA shall raise an invoice as per Terms of Payment mentioned in section 5 of this volume;
- b. Any invoice presented in accordance with this clause shall be in a form agreed with MyGov;
 - c. The SA alone shall invoice all payments after receiving due approval from the competent authority. Such invoices shall be accurate and all adjustments to or changes in the terms of payment as stated in Terms of Payment mentioned in section 5 of this volume. The Bidder shall waive any charge for a Service that is not invoiced within six months after the end of the month in which the change relating to such Service is (i) authorized or (ii) incurred, whichever is later;
 - d. Payment of each valid and approved invoice shall be due and payable within 30 working days of the receipt of invoice along with supporting documents by MyGov subject to deduction of penalties. The penalties are imposed on the Bidder as per the SLA criteria specified in the SLA provided in the RFP; and
 - e. MyGov shall be entitled to delay or withhold payment of any invoice or part of invoice delivered by the Bidder under Terms of Payment mentioned in Schedule V of this volume where MyGov disputes/withholds such invoice or part of invoice. The withheld amount shall be limited to that which is in dispute. The disputed / withheld amount shall be settled in accordance with the Dispute Resolution procedure as set out in clause 22 of this Volume. Any exercise by MyGov under the dispute resolution procedure shall not entitle the SI to delay or withhold provision of the Services.

11.3. Tax

- a. MyGov or its nominated agencies shall be responsible for withholding taxes from the amounts due and payable to the SA wherever applicable. The SA shall be solely responsible to pay all other taxes in connection with this Agreement;
- b. MyGov or its nominated agencies shall provide SA with the original tax receipt or submit a certificate issued by the SA's statutory auditor certifying the actual remittances of any withholding taxes paid by MyGov or its nominated agencies on payments under this Agreement. The SA agrees to indemnify, defend and hold harmless MyGov or its nominated agencies from any claims, judgments, actions, suits, proceedings, demands, liabilities, costs, losses, damages and expenses, including, reasonable attorney's fees arising out of or relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among MyGov or its nominated agencies, the SA and third party subcontractors.

If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by MyGov to the SA for providing the Services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable to MyGov under this Agreement shall

be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Terms of Payment mentioned in section 5 of this volume. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

12. TERMINATION

12.1. Material Breach

- a. In the event a Party materially breaches its obligations under this Agreement, the non-defaulting aggrieved Party may terminate this Agreement upon giving a one month's written notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, MyGov or Bidder, as the case may be will have the option to terminate the Agreement. Termination of this Agreement will be without prejudice to any other rights and remedies that a non-defaulting may have under this Agreement or at law or in equity. Any notice served pursuant to this clause shall give reasonable details of the Material Breach, which shall include but not limited to the following events and thereafter the termination will become effective.
 - (i) failure to comply with any of the provisions of clause 8 which creates specific obligations on SA use of Assets;
 - (ii) failure to comply with any of the provisions of clause 6 [Representations & warranty] and clause 18 [Warranty] by SA;
 - (iii) failure to provide the appropriately qualified, trained and experienced personnel requested in the Project by SA;
 - (iv) Non-compliance of standards [clause 20] by SA;
 - (v) repeated failure to provide the appropriately qualified, trained and experienced personnel who meet the criteria as specified by MyGov;
 - (vi) repeated failure to replace/substitute personnel upon a request from MyGov in that regard;
 - (vii) failure to comply with any of the provisions of clause 15 [Confidentiality] by SA;
 - (viii) breach by SA of any provisions set out in clause 17 with respect to intellectual property rights;
 - (ix) failure to comply with all applicable laws, rules and regulations of India; and
 - (x) the exchange or offering of any money, gift item, personal service, entertainment or unusual hospitality by SA/Bidder to this Project to any employees, nominated agencies or immediate family members of MyGov in connection with this agreement;
- b. MyGov may terminate this Agreement at any time upon 60 days prior written notice to Bidder. In the event of any such termination under this clause, MyGov will only be liable to make any payments which are due hereunder to SA for work performed in accordance with the terms and conditions herein upto the date of such termination.
- c. MyGov can also exercise option and is entitled to terminate the contract and get the required work done under this contract from elsewhere or other agency at the risk and cost

of the selected agency either the entire scope of activities or any part which the selected agency has failed to deliver within the time stipulated or if the same were not available, the best and the nearest available substitute therefore. The selected agency shall be liable for any loss which MyGov may sustain by reason of such risk purchases.

12.2. Effects of termination

- a. In the event that MyGov terminates this Agreement pursuant to failure on the part of the SA to comply with the conditions as contained in this Agreement and depending on the event of default, Performance Guarantee furnished by SA may be forfeited;
- b. MyGov agrees to pay SA for i) all charges for SA provides and any Deliverables and/or system (or part thereof) SA delivers through termination, and ii) reimbursable expenses SA incurs through termination. If MyGov terminates without cause, MyGov also agrees to pay any applicable adjustment expenses SA incurs as a result of such termination (which SA will take reasonable steps to mitigate); and
- c. Upon any termination or expiration of this Agreement, SA will (i) deliver to MyGov all deliverables or work product, including any in progress at the time of termination or expiration, (ii) repay all monies paid in advance for services not yet provided; (iii) work with MyGov or its nominated agency to ensure a smooth transition of services.

12.3. Termination of this Agreement due to bankruptcy of SELECTED AGENCY

MyGov may serve written notice on SELECTED AGENCY at any time to terminate this Agreement with immediate effect upon institution of any bankruptcy proceedings against the SELECTED AGENCY or if there is an appointment of receiver over the SELECTED AGENCY'S assets by a court or in case of a similar proceedings or cessation of business of the SELECTED AGENCY.

12.4. Termination of this Agreement due to bankruptcy of Bidder

MyGov may serve written notice on SA at any time to terminate this Agreement with immediate effect upon institution of any bankruptcy proceedings against the SA or if there is an appointment of receiver over the SA's assets by a court or incase of a similar proceedings or cessation of business of the SA.

13. INDEMNIFICATION & LIMITATION OF LIABILITY

- 13.1. Subject to Clause 13.2 below, SA(the "Indemnifying Party") at its expense and to the maximum extent permitted by law, undertakes to indemnify, defend and hold harmless MyGov (the "Indemnified Party") from and against all losses, liabilities, costs, damages and expenses and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Party, attributable to the Indemnifying Party's or its representative's negligence or willful default, including but not

- limited to, bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) in performance or non-performance under this Agreement; provided, however, that Indemnifying Party shall not be obligated to defend, indemnify, or hold the Indemnified Party from and against any such liabilities, costs, losses, damages and expenses to the extent caused solely by any negligent act or omission or intentional wrongdoing of such Indemnified Party;
- 13.2.** The Indemnifying Party at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless the Indemnified Party from and against all claims, actions, suits, proceedings, judgments, demands losses, liabilities, costs, damages and expenses and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Party, arising out of or relating to any claim that the provision or the utilization of any services or any portion thereof constitutes an infringement, violation, trespass, contravention or breach of any intellectual property rights of any third party, or constitutes the unauthorized use of any trade secret of any third party;
- 13.3.** Indemnified Party will promptly notify the Indemnifying Party of any such claim or action and will reasonably co-operate with Indemnifying Party in the defence of any such claim or action, at Indemnifying Party's expense. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using services or such portion thereof, as contemplated hereunder, (ii) replace it with an equally suitable, compatible, non-infringing and functionally equivalent services as reasonably determined by Indemnified Party, (iii) modify the services or such portion thereof, to make it non-infringing (provided such modification does not adversely affect the utilization of such services, as reasonably determined by Indemnified Party);
- 13.4.** The indemnities set out in Clause 13.1 shall be subject to the following conditions:
- a. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise
 - b. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim or proceedings including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense

- c. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this clause, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses
 - d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise or consent to the entry of any judgment in any such commenced or threatened proceedings or claim, without the prior written consent of the Indemnifying Party
 - e. All settlements of claims or proceedings subject to indemnification under this Clause will:
 - Be entered into only with the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim or threatened proceedings or claim; and
 - Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement
 - f. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings or threatened proceedings or claims;
 - g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings or threatened proceedings or claim;
 - h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims or proceedings to which such indemnification relates; and
 - i. If a Party makes a claim under the indemnity set out under clause 13.1 above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- 13.5.** The liability of SA (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total value of the contract. The liability cap given under this clause 13.5 shall not be applicable to the indemnification obligations set out in clause 13.1 and breach of clause 11 and 15 of this Agreement, or the SA's willful misconduct or gross negligence, or any claims of personal injury or property or damage.

- 13.6.** In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in clause 13.1) even if it has been advised of their possible existence.
- 13.7.** The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

14. FORCE MAJEURE

14.1. Definition of Force Majeure

The SA or MyGov as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

14.2. Force Majeure events

- a. A Force Majeure event means any event or circumstance or a combination of events and circumstances which is beyond the reasonable control of the affected Party provided such event does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement. Such events include act of God like earthquake, flood, inundation, landslide, hurricane, cyclone, volcanic eruption or fire. Such events also include other events like an act of war, armed conflict or act of foreign enemy, prolonged riots, terrorist or military action, civil commotion or politically motivated sabotage which directly adversely affect the performance of obligations by a Party under this Agreement.
- b. For the avoidance of doubt, it is expressly clarified that the failure on the part of the Bidder under this Agreement or the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this Agreement or the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event. For the avoidance of doubt, it is further clarified that any negligence in performance of Services which directly causes any breach of security like hacking aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Bidder will be solely responsible to complete the risk assessment and ensure implementation of adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

14.3. Notification procedure for Force Majeure

- a. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with clause 22.
 - b. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement.
- 14.4.** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default, under this Agreement insofar as such inability arises from a Force Majeure event, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.
- 14.5.** A Party affected by a Force Majeure event shall continue to perform its obligations under the Agreement as far as is reasonably practical. The affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.
- 14.6.** If a Force Majeure event continues for a consecutive period of 90 (ninety) days, Bidder shall have the right to request MyGov to terminate this Agreement and if MyGov finds it feasible, MyGov may terminate this Agreement. If a Force Majeure event continues for a consecutive period of 90 (ninety) days, MyGov shall have the right to terminate this Agreement after giving 7 days' notice to Bidder. If this Agreement is terminated due to reasons of Force Majeure as stated in the foregoing, MyGov shall be liable to pay only such amounts that have been due and payable prior to the start of the Force Majeure event and no other payments.

15. CONFIDENTIALITY

- 15.1.** MyGov or its nominated agencies may allow the SA to access and use confidential information and the SA shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- 15.2.** Additionally, the SA shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- 15.3.** MyGov or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against the Bidder regarding any forbidden disclosure.
- 15.4.** SA may disclose the confidential information to its representatives who have a need to know such confidential information solely in connection with this Agreement.

- 15.5.** The SA shall ensure that all its employees, agents and representatives execute individual non-disclosure agreements, which have been duly approved by the MyGov with respect to this Project and will assume full responsibility for any failure to comply with the terms of this Agreement by any such employees, agents and representatives.
- 15.6.** For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
 - a. information already available in the public domain;
 - b. information which has been developed independently by the Bidder;
 - c. information which has been received from a third party without obligation of confidentiality;
 - d. information which has been disclosed to the public or becomes publicly available through no fault of the Bidder;
 - e. Information is disclosed by MyGov without obligation of confidentiality;
- 15.7.** Bidder will not transfer or disclose any such confidential information to any third party without MyGov prior written consent and without such third party having a contractual obligation to keep such confidential information confidential.
- 15.8.** Bidder will not use any confidential information for any other purpose other than to provide Services to MyGov under this Agreement.

16. AUDIT, ACCESS AND REPORTING

The Bidder shall allow access to MyGov and or its nominated agencies to all information which is in the possession or control of the SA and which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and which is reasonably required by MyGov to comply with the terms of the Audit, Access and Reporting Schedule set out in Schedule V of this volume.

17. INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP

- 17.1.** MyGov shall have exclusive title and ownership rights, including all trademark patents, copyrights, trade secrets, operating practices/ procedures or other intellectual property rights, relating to the project assets and related creatives, including but not limited to the outcomes by SA under this Agreement like creative prepared, developed, conceived, or delivered as part of or in connection with the Services and any derivatives of the foregoing to which MyGov has sovereign rights. Nothing herein shall or will be construed or deemed to grant to the SA any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppels, by implication or otherwise) to the aforesaid rights.
- 17.2.** SA shall continue to own the IPR in the materials existing prior to commencement of the Services. In the event of any enhancement or modification, IPR of the enhancement or modification or resultant derivative shall rest with MyGov. However Bidder shall have the right to use the same for other clients with written permission of MyGov.

- 17.3.** Except to the extent otherwise expressly provided in this Agreement, the SA hereby grants to MyGov a royalty free, irrevocable, worldwide licenses of all the media being developed in pursuant to this agreement and services arranged by SA from third party in perpetuity to use for whatsoever purpose for the benefit of the MyGov. Further specifically to allow MyGov, to use the Licensed Material in the manner given hereinabove, irrespective of the number of users or applications or any other restrictions without additional cost. The Bidder will ensure that all necessary licenses and/or copyright and all other consents and permissions are obtained from all third parties to enable MyGov, to make the fullest use of the Licensed Material for which license is granted. In addition the Bidder undertakes to indemnify the MyGov against any claims caused by the Bidder's failure to obtain such licenses, consents and approvals from the third parties in respect of the Licensed Material.
- 17.4.** Without limiting the generality and except to the extent otherwise expressly agreed by the Parties to this Agreement or the SLA in writing, nothing contained in this Agreement shall or will be construed or deemed to grant to the Bidder any right, title, license or other interest in, to or under (whether by estoppels, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of MyGov or its nominees or any confusingly similar designations of Project.
- 17.5.** In respect of Bidder's usage of third party Intellectual Property Rights, Bidder undertakes to assist MyGov to secure such consents or licenses from such third parties as are necessary to enable Project to receive services substantially equivalent to the Services hereunder. The obligations of the Bidder under this Clause shall be considered part of the services performed by the Bidder under while exiting from this engagement.
- 17.6.** With respect to ownership of the Deliverables, the Parties agree that the following shall apply:
- a. All the Deliverables provided to MyGov by Bidder during the course of its performance under this Agreement, which includes but is not limited to deliverables as defined in this Agreement, in which, subject to the foregoing provisions of this clause, all right, title and interest in and to such Deliverables, shall, as between SA and MyGov, immediately upon creation vest in MyGov. However, nothing herein shall or will be applicable as a right to the SA, if the project proprietary Information as owned by MyGov is incorporated in such Deliverables.
 - b. If Bidder proceeds to apply for, or assign to any third party, any patent rights relating to pre-existing work referred to in the above clause, SA will ensure that MyGov's rights including project proprietary information as provided herein are preserved.

18. WARRANTY

The SA represents, warrants and covenants that all Services will be performed to the best of SA's ability and in an effective, timely, professional and workmanlike manner in accordance with the highest applicable industry standards and practices and such Services will be performed in accordance with any specifications and documentations set forth in the RFP and will comply,

including the utilization thereof as contemplated hereunder, with all Applicable Laws, rules, regulations, orders of Government of India; and will not violate or contravene the terms of any contract between SA and any third party.

The warranties provided herein are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability or fitness for intended purpose is specifically disclaimed.

19. LIQUIDATED DAMAGES

The delivery dates, timetables, milestones and other requirements mentioned in the RFP and the work order are binding on the SA. In the event of delay or any gross negligence, for causes attributable to the SA, in meeting the milestones and associated deliverables, milestones and time table MyGov shall be entitled to recover from the SA the liquidated damages as mentioned in RFP.

The Liquidated damages shall be limit to 10% of the contract value. MyGov may deduct aforesaid sum towards such damages from any monies due to the SA. This shall be adhered strictly.

20. NON-COMPLIANCE

MyGov or its nominated agencies may, at its election, terminate this Agreement upon the failure of SA, or notification of such failure, to maintain the required standards and service levels in pursuant to this agreement. Inadequate warranty coverage for any reason shall not relieve SA of its obligations under this Agreement.

21. MISCELLANEOUS

21.1. PERSONNEL

- a. The personnel assigned by SA to perform the Services shall be employees of SA, and under no circumstances shall such personnel be considered employees of MyGov or its nominated agencies. The SA shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law;
- b. The SA shall use its best efforts to ensure that sufficient SA's personnel are assigned to perform the Services and that such personnel have appropriate qualifications to perform the Services. SA will maintain continuity of personnel consistent with its obligation to perform the services. After discussion with SA, MyGov or its nominated agencies shall have the right to require the removal or replacement of any SA personnel performing work under this Agreement based on bonafide reasons. In the event that MyGov or its nominated agencies requests that any SELECTED AGENCY personnel be replaced for any reasons,

SA will provide a qualified replacement and the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule. In the event that SA provides a replacement of personnel, SA will not charge MyGov for the number of hours required to train the replacement until such personnel is familiar with the particular project, so that the replacement is capable of performing the services under this Agreement.

- c. In the event that MyGov and SA identify any personnel of SA as “Key Personnel”, then the SA shall not remove such personnel from the Project without the prior written consent of MyGov or its nominated agencies unless such removal is the result of an unavoidable circumstance which is beyond the control of the SA, including but not limited to resignation, termination, medical leave, etc.

21.2. Independent Contractor

SA is acting as an independent contractor and the SA is solely responsible for its actions and inactions, and nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of any other Party or authorizes either Party to:

- a. incur any expenses on behalf of the other Party
- b. enter into any engagement or make any representation or warranty on behalf of the other Party
- c. pledge the credit of or otherwise bind or oblige the other Party
- d. commit the other Party in any way whatsoever without in each case obtaining the other Party’s prior written consent

21.3. Variations and Further Assurance

- a. No amendment, variation or other change to this Agreement shall be valid unless authorized in accordance with the procedure defined by MyGov. Such an amendment can and will be made and be deemed legal only when the parties to the Agreement provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as a part of the Agreement. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

21.4. Severability and Waiver

- a. If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question will remain unimpaired and which shall remain in full force and effect.

The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

- b. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

21.5. Ethics

The SA represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of MyGov or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of MyGov standard policies and may result in cancellation of this Agreement.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1. This Agreement shall be governed by and construed in accordance with the laws of India.

22.2. If any dispute arises out of or in connection with this Agreement, either Party to the Agreement may send a written Notice of Dispute to the other Party. The Party receiving the Notice of dispute will consider the Notice and respond to it in writing within thirty (30) days after receipt. If that Party fails to respond within thirty (30) days, or the dispute cannot be amicably settled within sixty (60) days following the response of that Party, Clause 22.3 shall apply.

22.3. Arbitration:

- a. In case of dispute arising upon or in relation to or in connection with the Agreement or SLA between the Parties which have not been settled in accordance with Clause 22.2 above, any Party can submit the dispute for arbitration under the ICADR Arbitration Rules, 1996. The International Centre for Alternative Dispute Resolution will provide the administrative services in accordance with the ICADR Arbitration Rules, 1996.

- b. The arbitration shall be presided upon by a sole arbitrator to be appointed by ICADR. The sole arbitrator shall be appointed by ICADR in accordance with and in full satisfaction of the qualifications to be prescribed for such arbitrator, including but not limited to qualifications as to technical experience, nationality and legal experience, by the Parties, at the time of appointment of the sole arbitrator.
- c. Arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.
- d. SA shall continue to work under the Agreement during the arbitration proceedings unless otherwise directed in writing by MyGov, unless the matter is such that the works cannot possibly be continued until the decision of the sole arbitrator is obtained.
- e. The decision of the arbitrator shall be final and binding upon both Parties. The expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All arbitration awards shall be in writing and binding and shall state the reasons for the award.

22.4. Notices.

Every notice to be given by either party under or related to this Agreement to the other party shall be: (i) in writing; (ii) in English; and (iii) deemed to have been duly given if sent by facsimile transmission, or by a reputable courier service, or digitally signed e-mail. Each notice shall be addressed to the other party at the address set forth below or at such address as a party shall provide by notice to the other party. Notice shall be deemed sent and effective upon delivery to the recipient.

If to MyGov:

Name:

Designation:

Address:

Tel.

Fax:

If to SA:

Name:

Designation:

Address:

Tel.

Fax:

22.5. No Assignment

SA shall not assign this Agreement, in whole or in part, directly or indirectly, whether by operation of contract, law, or otherwise. Any attempted assignment that violates this Clause 22.5 will be deemed null and void.

22.6. Performance Bank Guarantee

The SA to provide a Performance Bank Guarantee (PBG) and maintain the said PBG for a period as stipulated in the RFP in accordance with the directions as laid down.

22.7. Survival.

The provisions of clause 6 (Warranties), 13 (Indemnification and Limitation of liability), clause 15 (Confidentiality), clause 17 (Intellectual Property Rights & ownership), 22.7 and 22, as well as any other provisions of this Agreement necessary to interpret the respective rights and obligations of the parties hereunder or any Work Order, shall so survive the termination of this Agreement or such Work Order. In addition, MyGov shall remain obligated to pay SA any amounts due hereunder for Services performed and expenses incurred under any Work Order up to the date of termination of such Work Order.

Any terms or conditions of this Agreement which by their express terms extend beyond termination or expiration of this Agreement or which by their nature will so extend will survive and continue in full force and effect after any termination or expiration of this Agreement.

22.8. Execution

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original and such counterpart together constitute one instrument.

22.9. Miscellaneous

All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein. No waiver of any breach of this Agreement will waive any other breach, and no waiver will be effective unless made in writing and signed by the waiving party's authorized representative.

IN WITNESS WHEREOF the Parties have by duly authorized Representatives set their respective hands and seal on the date first above Written in the presence of:

WITNESSES:

Signed by:

(Name and designation) **For and on behalf of MyGov**

(FIRST PARTY)

Signed by:

(Name and designation)

BIDDER

(SECOND PARTY)

(Name and designation) For and on behalf of Bidder

Signed by:

2. Service Level Agreement

Delivery Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the SA								
S. No.	Description	Baseline	Lower Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
1	Submission of comprehensive strategy	30 days from the effective date of contract/ official date of changes proposed in the strategy	Two days after the due date	Rs. 5,000 per day	> 5 days of delay after the due date	Rs. 10,000 per day till 10 days. Post 10 days Material Breach conditions shall be invoked	Dates for submission of deliverable as mentioned in the contract	For the purpose of this SLA, submission of deliverable would mean formal submission by SA. Deliverable should have acceptable level of quality standards
2	Submission of deliverables as per assignment under the comprehensive strategy	agreed days from the deciding date	Two days after the due date	Rs. 5,000 per day	> 5 days of delay after the due date	Rs. 10,000 per day till 10 days. Post 10 days Material Breach conditions	Dates for submission of deliverable as agreed for	For the purpose of this SLA, submission of deliverable would mean formal

Delivery Related Service Level Agreement (SLA) Criteria								
Explanation: The deduction mentioned in this table shall be made from the next due payment to the SA								
S. No.	Description	Baseline	Lower Performance		Material Breach		Basis of Measurement	Remarks
		Metric	Metric	Deduction	Metric	Deduction		
						shall be invoked	each assignment	submission by SA. Deliverable should have acceptable level of quality standards

3. Non-Disclosure Agreement

BETWEEN

The President of India, acting through Media Lab Asia-MyGov, Ministry of Electronics & Information Technology (MeitY), Government of India, duly represented by Chief Executive Officer, MyGov having its office at Electronics Niketan, CGO Complex, Lodhi Road, New Delhi, India (hereinafter referred to as **MeitY**), which expression shall, unless excluded by or repugnant to the context deemed to include its permitted successors in office and/or assigns),

AND

- <***>, a Company incorporated under the *Companies Act, 1956* or a partnership firm registered under LLP Act, 2008/Indian Partnership Act, 1932
- , having its registered office at <***> (hereinafter referred to as “**SELECTED AGENCY**” which expression shall, unless excluded by or repugnant to the context include its representatives, executors, permitted assigns on the second part.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS:

1. “Confidential Information” shall mean all discussions, documents, concepts, scripts, artwork, films, papers, drawings, diagrams, discs, technology, procedures, systems data and other information of a confidential nature pertaining to, generated or disclosed by either party in any form (including in writing, electronically, computerised, orally or otherwise) marked as “Confidential” or informed to be “Confidential” or relating to the Project including, without limitation:
 - (a) all financial details, investment plans, audience feedback/responses, reports, compilations, statistical data, records of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party arising out of the Confidential Information.
 - (b) the terms of this or any other agreement or document signed or to be signed by or between the Parties and the provisions thereof.
2. Each Party agrees to use the greatest degree of care to avoid unauthorised dissemination, access, disclosure or publication of the Confidential Information and to maintain confidentiality of the Confidential Information of the other Party. The Receiving Party undertakes to use at least the same degree of care as it would use to protect its own Confidential Information of a like nature.
3. Each Party shall use the Confidential Information only for the purposes of the Project and shall not use the Confidential Information directly or indirectly for any other purpose except with the prior written consent of the Disclosing Party.

4. Either Party shall not attempt to reverse engineer, decompile, disassemble or reverse translate any Confidential Information provided by the Other Party or discover the source code or trade secrets in any such Confidential Information.
5. The foregoing obligations shall not apply with respect to any Confidential Information that (a) was generated independently by the Receiving Party prior to the time of disclosure, (b) is at the time of the disclosure or thereafter becomes within the public domain other than by an act or default of the Receiving Party, (c) is subsequently obtained from a third party without any obligation of confidentiality on the Receiving Party, (d) was already known to the Receiving Party at the time of disclosure.
6. Nothing in this Agreement shall limit the ability of a party to disclose such Confidential Information of the other party if such disclosure is (a) required to be made pursuant to any law or regulation, government authority, duly authorized subpoena or court order, whereupon that party shall provide prompt notice to the Disclosing Party of the Confidential Information in question, who will thereof have the opportunity to respond prior to such disclosure; (b) required to be made by a court or other tribunal in connection with the enforcement of such Disclosing Party's rights under this Agreement, or (c) is approved by the prior written consent of the Disclosing Party of the Confidential Information.
7. On request both Parties shall return all Confidential Information in its possession or at the Disclosing Party's written request or certify to the destruction of the Disclosing Party's Confidential Information. Each Party undertakes to the other that such Confidential Information shall be used only by its employees and management, to whom disclosure is reasonably necessary and who will be required to hold such Confidential Information in confidence in accordance with the non-disclosure and confidentiality obligations provided herein.
8. Each Party agrees that the obligations contained in this Agreement shall extend to the all personnel, including consultants engaged by each Party. In this respect each Party represents that an agreement to keep such information confidential, on terms similar to this Agreement, is in place before disclosing any Confidential Information to such personnel, or consultants.
9. To the extent any provision of this Agreement shall be held to be unenforceable, the Parties hereto shall request any court making such a finding to revise this Agreement so that the provisions hereof shall be rendered enforceable. In the absence of any such revision, the unenforceability of any provision shall not affect the remainder of this Agreement.
10. The Parties agree that, in the event of a breach or threatened breach of the terms of this Agreement, any Party shall be entitled to an injunction in addition to and not in lieu of any other legal or equitable relief including money damages. The Parties acknowledge that the Confidential Information is valuable and unique and that disclosure will result in irreparable injury to the proprietor of the Confidential Information.
11. Notwithstanding anything contained herein to the contrary, the obligations of the Parties herein shall continue ongoing from the date of this Agreement or if a further agreement is entered into, the

termination of such further agreement, whichever is the later.

12. The disclosure of Confidential Information by a party shall not be construed to constitute any offer by, or representation or warranty on the part of, such disclosing party to enter into any further contract in connection with the Project to which the Confidential Information relates.

13. This Agreement shall be subject to the Laws of India.

IN WITNESS THEREOF the Parties have caused their respective authorized representatives to execute this agreement in duplicate on the day and year first hereinabove written.

Signed by:

(Name and designation) **For and on behalf of MyGov**

(FIRST PARTY)

Signed by:

(Name and designation)

BIDDER

(SECOND PARTY)

(Name and designation) For and on behalf of Bidder

Signed by:

4. Payment Schedule

The selected agency will be required to submit the invoice post completion of each assignment under this engagement successfully (completion duly approved by MeitY) as per the agreed strategy plan or otherwise as the case may be. The rates would be used as per commercials quoted by the selected agency to arrive at the costing of such assignment under the agreed strategy plan and cost. Post completion of each assignment under this engagement, MyGov will assess the delivery for the approval to selected agency.

The payment for the preparation of Detailed Promotion Strategy cum comprehensive media planning shall be made in 4 equal installments divided over a period of two years (at the end of half year) of the amount quoted in commercial bid by the bidder for row item at serial number 1 under table at section 9.2.1.

Note:

1. The payment for each deliverable shall be made to the selected agency only after successful completion and acceptance by MyGov
2. The payments are subject to adherence of SLAs and imposition of penalties as mentioned in this document
3. The Vendor shall raise the invoice to MyGov in pursuance to the agreed and approved payment schedule milestones
4. Any payment which is required to be paid in connection with production or release to outsourced agency, the same shall be paid directly by MyGov in consultation with the selected agency and on approving the invoice of outsourced agency
5. Cost related to media buying or air time buying shall be paid directly to the concerned agency by MyGov in consultation with the selected agency and on approving the invoice of such concerned agency
6. The Government levied taxes duties as applicable on the Professional Fee, Sub-Contract/ Vendor costs and Media costs shall be payable by MyGov
7. Wherever applicable, taxes shall be deducted at source from the Professional fee, Sub-Contract/ Vendor costs, Media costs and other costs by MyGov in accordance with the directions from MeitY from time-to-time.
8. Payments terms (credit period) 30 days from the date of submission of invoices.

5. Annexures

Annexure 1: Indicative List of Magazines

Sl. No.	Genre	Magazine (English)	Magazines (Hindi)
1.	Current Affairs	India Today (Weekly)	India Today
		The Week	
		Frontline	
		Outlook	Outlook Saptahik
2.	Health	Women's Health	
		Men's Health (India Today Group)	
3.	Business	Business World	
		Business Today (Fortnightly)	
		Business India (Fortnightly)	
		Forbes India	
		Outlook Business	
4.	Women's Magazines	Femina (Fortnightly)	Grehlakshmi
		Women's Era	
5.	Technology	PCQuest	
		Dataquest	
		Digit	
		Chip	
		PC World	
6.	Science	Current Science	Sandarbh (bimonthly)
		Popular Science (Monthly)	Vigyan Pragati
		Safari	
7.	Education	360 degree	
		Edu	
8.	Travel & Lifestyle	Outlook Traveler	

