



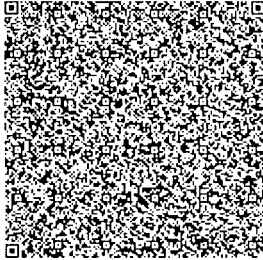
सत्यमेव जयते

## INDIA NON JUDICIAL

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Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
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**MEMORANDUM OF UNDERSTANDING (MOU)  
FOR INDUSTRY 4.0 STANDARDS  
&  
DEPLOYMENT IN INDIA  
BETWEEN  
BHARAT SANCHAR NIGAM LIMITED  
AND  
Nokia Solutions and Networks India Private Limited**

**Total Pages (8)**

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## **Memorandum of Understanding**

This **Memorandum of Understanding for introduction of Industry 4.0 benchmarks & deployment reference in India** is made and entered into on 16 day of October 2018 ("Effective Date") by and between:

**Bharat Sanchar Nigam Limited (CIN U74899DL2000GOI107739)**, a company incorporated in India under the provisions of Indian Companies Act & having its Registered office at Bharat Sanchar Bhawan, Harish Chandra Mathur Lane, Jan path, New Delhi – 110001, India (hereinafter referred to as "**BSNL**"), which expression shall mean and include its successors in interest and assigns on the of the ONE PART;

**AND**

**Nokia Solutions and Networks India Private Limited (U72900DL2006PTC155149)** a company incorporated under the laws of India, with registered office at 1507, Regus Business Centre, Eros Corporate Towers, Level 15, Nehru Place, New Delhi – 110 019, India hereinafter referred to as "**Nokia**" of the OTHER PART.

Hereinafter, **BSNL and Nokia** are collectively referred to as the "Parties" and individually as a Party.

WHEREAS; **BSNL**, having its registered office at Bharat Sanchar Bhawan, HC Mathur Lane, Jan path, New Delhi - 110001 (hereinafter referred to as the "**BSNL**") is an Indian state-owned telecommunications company headquartered in New Delhi, providing GSM cellular mobile services, telecom services solution to enterprise customers including MPLS, fixed-line services and other value added services to its customers.

WHEREAS; Nokia creates the technology to connect the world powered by the research and innovation serves communications service providers, Governments, large enterprises and consumers, with the industry's most complete, end-to-end portfolio of products, services and licensing, enabling infrastructure for 5G and the Internet of Things (IoT), to emerging applications in virtual reality and digital health.

WHEREAS; Nokia is actively involved in business of providing various communication Network solutions and for this purpose is working with leading telecom operators and intends to enter into this non-exclusive MOU with BSNL.

WHEREAS; based on the initial discussions between the Parties, the Parties agree to the objective that there is a potential private LTE based Industry 4.0 market segment that BSNL can expand its coverage. BSNL & Nokia are signing this MoU, whereby BSNL will support Nokia in upgrading its manufacturing establishment in phased manner as Industry 4.0 establishment. It is further intended that parties will extend the ambit of their relationship and are desirous to cooperate, discuss, jointly study and explore the market requirement for the project.

NOW THEREFORE, to take this initiative further, the Parties in consideration of mutual covenants and promises hereinafter contained agree as follows:

1. This MOU relates to the Parties' establishment and performance as a team wherein Nokia shall be the user & recipient of support of BSNL.
2. Any information shared by the Parties in respect to the objectives shall be based upon the facts available in the public domain and the analysis, if any, of such available information shall not be construed as a recommendation / advice.
3. Despite the outcome of the set objectives, Parties shall not be responsible to pay any cost, make any payment or investment or obliged for any legal commitment by virtue of entering into this MoU.
4. Each Party shall bear its own – internal and external – costs related to this MoU. Each Party shall appoint a representative to supervise and co-ordinate its performance of its obligations under this MoU. The representative shall provide professional and prompt liaison with the other Party. Parties shall inform each other its designated teams, contract persons, and escalation matrix for smooth operation.
5. Each Party agrees and confirms that it will furnish in a timely manner all mutually agreed documents, certificates, declaration or information for its respective scope, as applicable, on case to case basis.

6. **Objective**

Parties agree to the objective that there is a potential private LTE based Industry 4.0 market segment that BSNL can expand its coverage. BSNL & Nokia are signing this MoU, whereby BSNL will support Nokia in upgrading its manufacturing establishment in phased manner as Industry 4.0 establishment ("Project"). It is further intended that parties will extend the ambit of their relationship and are desirous to cooperate, discuss, jointly study and explore the market requirements for the Project.

Wherever need for discharge of responsibilities of each party under this MoU or when specific obligation or any financial commitments arises under this MoU, a separate definitive agreement may be executed between the parties defining the final terms, obligations/ recoveries of the agreement by the mutual consent of the parties.

## **7. Confidentiality**

- 7.1 In this Agreement “Confidential Information” means any information or data, irrespective of the form and nature thereof, that is identified or intimated as “confidential” by the Party disclosing such information (“Discloser”) to the other Party (“Recipient”), including, but not limited to technical know-how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, or any other information which the Recipient knows is confidential, proprietary or trade secret information of the Discloser.
- 7.2 The Recipient shall at all times, both during the term of this Agreement and for a period of at least [Five (5) years] after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this Agreement, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party’s prior written consent. Upon termination of this Agreement or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser’s option, destroy the Confidential Information and any and all copies thereof, and certify such destruction.
- 7.3 The obligations of confidentiality set forth herein shall not apply to information which;
- 7.3.1 Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- 7.3.2 Is, or subsequently becomes, publicly available without breach of this Agreement;
- 7.3.3 Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- 7.3.4 Was or is developed by or for the Recipient without use of the Confidential Information.
- 7.4 The Recipient may only disclose Confidential Information pursuant to an order issued by a court, tribunal or governmental agency/ appropriate authority or

otherwise required by any applicable law. As far as is reasonably practicable, prior to disclosing any Confidential Information pursuant to this clause, the Recipient shall give prior notice to the Discloser.

- 7.5 The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this Agreement.
- 7.6 All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either Party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.
8. In carrying out its respective obligations under the MoU, each party shall comply with all applicable laws and regulations of India. Each Party agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, whether directly or indirectly, to any person (whether a government official or private individual) for the purpose of illegally or improperly inducing any government official or any political party or official thereof to make an award decision or illegally or improperly to assist either Party in obtaining or retaining business, or to take any other improper action favourable to either Party in connection with the award of a license, permit, contract or other form of award or approval. Any Party that fails to comply with this provision shall indemnify, defend and hold harmless the other Party from and against any claim, loss, damage, liability, expense, cost, of whatsoever nature arising out of or related to, or connected with such Party's failure to comply.
9. All intellectual property rights existing and owned by a Party prior to the Effective Date of this MOU or that will be conceived, developed, created or put to practice by a Party independent of the activities pursuant to this MOU, and any enhancement, modification, customization or derivative work thereof shall belong to the Party which owned such rights or conceived, developed, created or put to practice such rights. Neither party shall gain by virtue of this MOU any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other. If the parties decide to undertake any joint development pursuant to this MOU, any such joint development shall be governed by a separate joint development agreement to be negotiated in good faith by the parties and executed prior to the commencement of any joint development efforts. Neither party, without the express prior written consent of the other party, shall use the trademarks, service marks, proprietary words or symbols of the other party. Nothing in this MOU shall affect either party's right to use any trademarks, service marks or proprietary words or symbols of the other party to

properly identify the goods or services of such other party to the extent otherwise permitted by applicable law or by written agreement between the parties.

10. This MoU shall come into force upon signature by both the Parties and shall remain in full force and effect for **1 (One) year**. Either Party is entitled to terminate the MOU at any time by giving a **thirty (30) days** notice, without disclosing the reasons for doing so. The notice of termination shall be in writing.
  
11. BSNL and Nokia shall act as independent Parties in the performance of this MoU and neither Party shall act as agent of the other Party for any purpose under this MoU. Nothing contained herein is intended, nor shall it be construed as creating a formal business entity of any kind among the Parties, nor is anything contained herein intended nor shall it be construed as creating any commitment among the Parties except as expressly provided under this MoU. This coming together of the two Parties does not constitute either a partnership, legal corporate entity, for sharing profit/ loss/liability arising out of performance in case of award of any business. This MoU constitutes the entire agreement between the Parties with respect to the subject matter herein. All prior agreements, representations, and statements with respect to such subject matter and all past courses of dealing or industry custom are superseded w.e.f. the effective date of this MoU. This MoU may be signed in multiple counterparts, each of which counterpart is to be considered an original. No agency, partnership, joint venture, business or employment relationship is created as a result of this MoU and neither Party has authority of any kind to bind the other Party in any respect whatsoever. If any provision of this MOU is determined to be invalid, illegal or unenforceable by any governmental entity, the remaining provisions of this MOU to the extent permitted by Law shall remain in full force and effect. Clauses 7, 8, 9, 11, 12, 18 and 20 shall survive termination.

## 12. **Governing Law**

This MoU shall be construed and interpreted in accordance with the laws of India. All disputes arising out of or in connection with this MoU, including any question regarding its existence, validity or termination, shall, unless settled amicably between the Parties, be finally settled by arbitration in accordance with the (Indian) Arbitration and conciliation Act 1996 any amendment thereof and any notification issued or rules made thereunder from time to time. The arbitration proceedings shall be conducted in English. The award shall be final and binding on both the Parties hereto and enforceable in the courts in Delhi. The arbitration shall be held in New Delhi.

13. Any addition or modification to this MoU shall not be valid unless made in writing and signed by both Parties.

14. **Limitation of Liability**

Except for claims relating to infringement of intellectual property rights and breach of confidentiality obligation, under no circumstances shall either Party be liable to the other Party under this MoU for any loss of production, loss of use, loss of business, loss of data, loss of access or revenue or any remote, punitive, special, indirect, incidental or consequential damages of any nature, or any other pecuniary loss arising from any claim or action hereunder, whether based on contract or tort or other legal theory even if such Party was informed of possibility of such damages.

15. **Authority**

Each Party hereby represents and warrants to the other that it has full corporate power and authority to enter into this MoU and to perform its obligations hereunder;

16. **Notices**

Any notices or other communications given pursuant to this MoU or any other documents or instruments referred to herein must be given in writing and must be personally delivered to, or posted to the party to whom such notices or communication is directed at the address to such party as follows:

**Nokia Solutions and Networks India Pvt. Ltd.**

**Head Govt. Accounts**

7<sup>th</sup> Floor, Tower A, Building No. 9

Cyber City, DLF City Phase III

Gurgaon – 122002, Haryana, India

**Bharat Sanchar Nigam Limited**

**GM - Legal**

Bharat Sanchar Bhawan, Harish Chandra Mathur Lane,

Jan path, New Delhi – 110001, India

17. **PUBLICITY**

The Project will be first of its kind installation in Asia & Middle East and will be duly advertised, marketed by Nokia in India as well as Global reference in Trade shows, Trade Talks and multiple industry forums and Nokia will present BSNL as its partner in The Project.

18. Each Party to this MoU shall bear its respective costs, expenses and liabilities as a result of its obligations and efforts under this MoU..If the Objectives for which this MoU is executed between the Parties is not delivered, as envisaged by the Parties herein, the Parties agree that neither Party has ground for any claim under any theory of law (including without limitation claims for damages and cost reimbursement) against the other. Neither Party is liable to the other in the event information is not provided, not provided in time, or not provided correctly.

19. **ASSIGNMENT**

Neither Party shall have the right to assign, transfer, delegate, sub-contract or otherwise dispose of the benefits and obligations of this MOU or any part thereof, without prior written approval of the other Party.

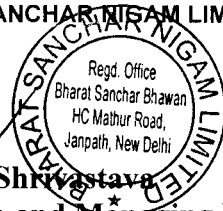
20. **NATURE OF THIS MoU**

The terms of this MoU are non-binding on the Parties except for the clauses 7, 8, 9, 12, 14, 18 and 19 which shall be legally binding on the Parties.

IN WITNESS WHEREOF the Parties hereto have caused this MoU to be executed [in duplicate], each of which shall be considered an original, by their respective duly authorized signatories on the day, month and year as written below.

For and on behalf of

BHARAT SANCHAR NIGAM LIMITED.



**Anupam Shrivastava**  
Chairman and Managing Director, BSNL  
16-10-2018  
Chennai

NOKIA SOLUTIONS & NETWORKS INDIA PVT LTD



**Sanjay Malik**  
Vice President and Head of India Market  
16-10-2018  
Chennai