

# MEMORANDUM OF UNDERSTANDING

Between



Telecommunication  
Engineering Center (TEC)

*Logo of the Institute*

## **Collaboration in the area of Trustworthy Artificial Intelligence System**

**Month:Year: .....**

**BETWEEN:**

**TELECOMMUNICATION ENGINEERING CENTRE** (hereinafter "**TEC**") with its headquarters at Gate No. 5, Khurshid Lal Bhawan, Janpath, New Delhi 110001, INDIA.

**AND:**

.....  
.....

(Individually referred as the "**Party**" and collectively as "**Parties**", as per context)

**WHEREAS:** **TEC**, a technical body representing the interest of Department of Telecom, Government of India, is engaged in preparation of Standards that are released as Generic Requirements (GRs), Interface Requirements (IRs), Service Requirements (SR), and Essential Requirements (ER); Issue of Interface Approvals, Certificate of Approvals, Service Approvals , Type Approvals after testing of telecom products against these documents; Formulation of Standards and Fundamental Technical Plans; Interaction with multilateral agencies like APT, IEEE, and ITU etc. for standardisation; Development of expertise to imbibe the latest technologies and results of R&D.

**WHEREAS:** .....

**WHEREAS:** The Parties recognize the importance of cooperation between **TEC** and ....., in the area of Trustworthy Artificial Intelligence Systems, with focus on but not limited to Developing tools and mechanisms for evaluating trustworthiness of artificial intelligence systems, Promoting ethical decision-making in AI systems and machine learning technologies and Standards / specifications etc. including participation in knowledge sharing / capacity building through joint workshops / Seminars / webinars etc.

**NOW THEREFORE,** the Parties have reached the following understanding:

## **Article 1**

### **Definitions**

(a) "**Co-operative Program**" means the arrangement of projects carried out by the Parties pursuant to this MoU, each of which projects is specified and agreed to by both Parties and set out in a Project Agreement.

(b) "**Confidential Information**" means any information, including drawings, samples, devices, demonstrations, Know-how, software, reports and other materials of whatever description, whether subject to or protected by copyright, patent, industrial design or any other form of intellectual property protection, howsoever disclosed or communicated before or after the effective date of this document by one Party to the other Party, which if in written form is labeled as "Confidential", and if disclosed orally and identified as confidential at the time of oral disclosure is furnished to the receiving party within thirty (30) days after such disclosure in a written summary labeled as "Confidential", but does not include information which:

- i. is now, or hereafter, through no act or failure to act on the part of the receiving party, becomes generally known or available to the public without breach of this document or any subsequent agreement made pursuant thereto;
- ii. is known to the receiving party at the time of disclosure of such information or is developed by the receiving party independently of such disclosure;
- iii. is hereafter furnished to the receiving party by a third party without that third party being in breach directly or indirectly of an obligation to the disclosing party to keep the information confidential; or is disclosed as required by statute or judicial decree.

(c) "**Intellectual Property**" means any invention, patent, utility model, copyright, trademark, industrial design or integrated circuit topography right, or any right of whatsoever nature in computer software and data, trade secrets or Know-how, or any intangible right or privilege of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and includes all granted registrations in respect of any such right.

(d) "**Know-how**" means the proprietary information, processes, techniques, or methodologies of either Party.

(e) "**Work**" means all the tasks, deliverables and other obligations specified in the Project Agreements.

(f) "**Project Agreement**" means a specific binding agreement which is to be entered by the Parties in furtherance of the objectives of this MoU.

## **Article 2**

### **Scope of Cooperation**

The Parties have identified the following areas of common interest for cooperation in:

- (a) Promoting trustworthy AI, emphasizing ethical principles, transparency, fairness, accountability, privacy, human-centricity and Standardization.
- (b) Developing and enhancing testing tools for fairness assessment in AI systems. These tools evaluate the fairness and ethical implications of AI systems, AI algorithms and associated decision-making processes.
- (c) TEC designation for a lab at .....(*Institute's name*) for assessing AI Systems for fairness as per the TEC Standard.
- (d) Fostering research excellence in the field of fairness assessment via co-supervision of Ph.D. students.

(e) Advancing the understanding of trustworthy AI by taking up joint research projects. The main goal is overcoming knowledge gaps regarding evolving technologies via workshops, training and certification courses among the parties.

(f) Other forms of cooperation as mutually agreed upon by the Parties, falling within the scope of this MoU.

**Article 3**  
**Co-ordination**

(a) This MoU will be coordinated by TEC and.....(*Institute's name*). Either Party may change its representative by providing written notice thereof to the other Party at least fifteen (15) days before such change.

(b) The above representatives, or their delegates, may meet or otherwise communicate as required in order to:

- i. propose and negotiate the subject matter and terms of a Project Agreement;
- ii. review the progress and results of Work performed under any Project Agreement;
- iii. propose, as necessary, any modifications to the works or the terms of reference of a Project Agreement;

**Article 4**  
**Notices**

Whereas in this MoU any notice, request, direction or other communication is required to be given or made by any of the parties, it shall be in writing and will be effective if sent by registered mail, by facsimile or delivered in person, as the case may be, addressed in the case of **TEC** to:

DDG (Convergence and Broadcasting)  
Telecommunication Engineering Centre  
Gate No. 5, Khurshid Lal Bhawan, Janpath,  
New Delhi – 110 001, INDIA  
Email: .....  
Tel: .....

In the case of .....(*Institute's name*) to:

.....  
.....  
.....  
.....

Email: .....

Tel: .....

or to such other addressee as a Party may designate by giving thirty (30) days prior written notice.

## Article 5

### Intellectual Property Rights

(a) Each Project Agreement will define the nature and scope of the Technology to be developed, broad specifications and scopes of development and the respective rights of the Parties in the Foreground Technology.

(b) Except as may be otherwise specifically provided for in a Project Agreement, each Party intends to retain all right, title and interest, in, to and under its respective Background Technology, and each Party will freely use, enjoy, license, dispose of, or otherwise exploit any of its respective rights, titles and interests in, to and under its Background Technology in its sole discretion.

(c) Each Party will have the right to independently use, modify and license Foreground Intellectual Property without accounting or consent from the other Party after completion and/or termination of this MoU.

## Article 6

### Third Party Intellectual Property Infringement

(a) TEC and.....(*Institute's name*) does not guarantee that the deliverables under this MoU are free from any third-party Intellectual Property infringement. Nothing shall constitute any warranty or representation TEC and.....(*Institute's name*) as to title to the Deliverables or that anything made, used, sold or otherwise disposed of under any licence granted under this MoU is or will be free from claims or allegations of infringement of patents, copyrights, trade-marks, industrial design or other intellectual property rights.

(b) Notwithstanding above, TEC and .....(*Institute's name*) shall not intentionally infringe or breach any third-party intellectual property rights. In the event there is knowledge or apprehension of such breach, TEC and.....(*Institute's name*) shall promptly inform .....(*Institute's name*) (third party).

## Article 7

### Confidentiality

Each Party intends to protect the Confidential Information disclosed or communicated to it by the other Party with a reasonable degree of care and one that is at least equal to the degree of care used to protect its own Confidential Information, and to use the Confidential Information disclosed or communicated to it by the other Party only for the purposes required or contemplated by this MoU or the relevant Project Agreement- The Parties will negotiate, for

each Project Agreement, the terms and conditions for the exchange of Confidential Information relating to the Work to be performed under that Project Agreement.

## **Article 8**

### **General Provisions**

(a) The rights and obligations of the Parties shall not be construed as providing for a sharing of profits or losses arising out of the efforts of either of the Parties except as may be provided for in future contract.

(b) No Party to this MoU will have any rights or obligations arising from or in relation of this MoU in excess of those rights and obligations expressly declared herein.

(c) No Party to this MoU is entitled to sell, assign or otherwise transfer any of the rights and/or obligations arising from or in relation to this MoU to any third party, without the prior written consent of the other Party to this MoU.

(d) Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither of the Parties shall present itself as the representatives or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.

(e) This MoU may be amended in writing at any time by mutual agreement of the Parties. The modification/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

(f) This MoU constitutes the broad understanding between the Parties, and is intended as a final expression thereof.

## **Article 9**

### **Governing Law**

This MoU shall be governed by the Laws of the Republic of India.

## **Article 10**

### **Dispute Settlement**

Any and all disputes between the parties shall be referred for Arbitration to an Arbitrator appointed by the Sr. DDG (TEC), who shall give notices to the parties and frame the issues of disputes and invite evidence which may be electronic evidence and other material deemed fit for awarding the award, whose decision shall be final & binding upon the parties . The place of arbitration shall be New Delhi. The Laws of India shall be applicable. The cost of arbitration shall be borne by the party who is found guilty of any breach of this agreement.

**Article 11**

**Validity**

This MoU will come into effect from the date of its signing and will remain in force for a period of three (3) years. This MoU can be terminated by either Party at any point of time by giving three (3) months prior notice in writing to the other Party.

In witness whereof, the duly authorized representatives of the Parties have signed this MoU at .....on this..... day of Year.....

**FOR AND ON BEHALF OF  
TELECOMMUNICATION  
Information  
ENGINEERING CENTRE**

**FOR AND ON BEHALF OF**  
.....(*Institute's name*)

Sign:  
Name:  
Designation: DDG (Convergence and Broadcasting)  
Seal:

Sign:  
Name:  
Designation:  
Seal:

Witness:  
(Signature, Name , Designation & Address)

Witness:  
(Signature, Name , Designation & Address)

1) \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

2) \_\_\_\_\_