

(TRIPARTITE Memorandum of Understanding)

AMONG

Department of Telecommunications, Government of India

AND

Government of Bihar

AND

Bharat Broadband Network Limited

MoU No.NOFN/RoW-4

DATED 12.04.2013

MEMORANDUM OF UNDERSTANDING

Made on this 12th day of April, 2013 among

Department of Telecommunications, Government of India (hereinafter referred to as "Central Government") under the administrative control of Ministry of Communications & Information Technology having its office at Room no. 319, Sanchar Bhawan, Ashoka Road, Delhi - 110117 (hereinafter referred to as "DoT" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of the First Part,

AND

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

AND

Government of Bihar (hereinafter referred to as "State Government") which expression shall unless repugnant to the context or meaning thereof includes its successors and assigns) of the Third Part.

WHEREAS the Central Government has proposed to establish an Optical Fiber based network for Broadband connectivity to Panchayats for Universal Services to rural population of the country and accordingly cabinet has approved vide cabinet memo no. 37/CM/2011(i) dated 28.10.2011 for creation of National Optical Fiber Network (hereinafter referred to as "NOFN") as a National Asset, for providing Broadband to Panchayats. The objective is to extend the existing optical fiber network to Panchayats by utilizing the Universal Services Obligation Fund (USOF) and creating an institutional mechanism for management and operation of NOFN for non-discriminatory access to all service providers. WHEREAS the

DOT intends to undertake the execution of the NOFN project (hereinafter referred to as the "Project") through creation of an SPV, the BBNL, on the terms & conditions contained in this agreement and Guideline for NOFN issued by Department of Telecommunications from time to time.

AND WHEREAS BBNL, the Execution Agency of the project will facilitate dissemination of information by Central/ State government for overall development of the state through creating and/ or upgrading the telecommunication/ information infrastructure in Gram Panchayat.

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

- 1.0 The Tripartite **Agreement** is signed between Government of India, Bharat Broadband Network Limited and Government of Bihar for the implementation of project in letter and spirit.
- 2.0 The **Central Government** has approved the formation of **Executing Agency** vide cabinet approval no. 37/CM/2011(i) dated 28.10.2011 and vide letter no.4/4/2009-Policy-I(pt.) dated 16.11.2011 of Department of Telecommunications for implementation, operation and maintenance of the Project under administrative control of the Department of Telecommunications (DoT). BBNL has been formed and designated as Executing Agency.
- 3.0 **Objectives of Project**
The scope of work in project includes:
 - a) connecting the gram panchayats of India on Optical fiber using the fiber(s) of other PSUs/TSPs and/or laying incremental fiber network for providing the broadband connectivity.
 - b) setting up of suitable telecom network on this national optical fiber network for enabling of various types of applications in the gram panchayats / villages.
 - c) operation and maintenance of this project in accordance with the Central Government /DoT guidelines;

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

4.0 CENTRAL GOVERNMENT

- 4.1 Central Government has formed a CPSU, BBNL, under the administrative control of Department of Telecommunications, Ministry of Communications and Information Technology as executing agency.
- 4.2 The **Central Government** shall issue the guidelines and modalities of formulating/ implementing projects under the programme from time to time.
- 4.3 The **Central Government** will finance the project through USO Fund.
- 4.4 The **Central Government** through DoT/ High Level Committee shall monitor and review the implementation of the Scheme and BBNL will execute, monitor the

implementation and provide connectivity to State Govt. / Telecom service providers to roll out different types of telecom services.

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

5.0 BBNL, the execution agency

- 5.1 BBNL will provide the connectivity / Bandwidth on OFC media by tapping at suitable point of existing OFC of BSNL/ Railtel / PGCIL or by laying OFC.
- 5.2 BBNL will undertake all works related to laying of new Optical Fiber to reach Gram Panchayat. The work of reinstatement will be done in such a manner that best of the efforts should be made to bring the original position of the dug surfaces along the road side. Maximum efforts should be made to avoid the road cutting. HDD or Horizontal boring methods will be explored to cross the pucca road, if crossing is necessary, to minimize the damage of the road.
- 5.3 BBNL will coordinate with State Government for all activities related to Right of Way.
- 5.4 BBNL can further provide OFC based connectivity to any Telecom service Provider / Internet Service Provider/ any information based service provider in the rural area.
- 5.5 BBNL will bear the cost of space rented in Gram Panchayat Bhawan or any other location and also power consumed for the said purpose.

6.0 Union Territory/ State Government

State Government/UT will act as a facilitator for providing NOFN services and will ensure the following

- 6.1 Designate a nodal department to coordinate with BBNL for implementation of NOFN Project in the State/Union Territory.
- 6.2 No RoW Charges including reinstatement charges will be levied by any State Government, their local bodies, companies or agencies as the information highway proposed to be created through National Optical Fiber Network for broadband connectivity to Panchayats is primarily for the benefit of the local communities to Panchayats and State Governments. This support will be considered as contribution of the State Government towards this project as a larger good for ensuring the time bound implementation of the programme and to avoid any delays in grant of RoW permission.
- 6.3 Electric Utilities (Transco/ Discoms) shall give Right of Way (RoW) on their transmission lines/ sub-transmission lines/ distribution lines free of cost to BBNL for installation of OPGW/ ADSS cable as may be suitable for extending connectivity to Gram Panchayats.
- 6.4 The State Government through its competent authority will issue blanket approval to BBNL authorizing it for laying OFC without further need of RoW permission under the

State agencies & electric utilities in the State for the NOFN Project during installation as well as operation and maintenance phase i.e. life cycle of the project.

- 6.5 The blanket approval for RoW should be applicable to the all State Government agencies like PWD/ RES/ Forest* / Municipality/ Panchayat authorities / Electricity Boards / Irrigation / Private Electricity Distribution Agency etc. as applicable.

(* subject to adherence to provisions of Forest Conservation Act wherever applicable)

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

- 6.7 **State Government**, will provide unhindered access to BBNL's staff or its representative in Panchayat Bhawan or any other suitable location for operation/maintenance.

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

7.0 Advantage to State Government

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

- 7.2 Bandwidth requirement for Panchayats will be higher due to sharing of connectivity and extensive use of audio / video applications

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

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

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

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

8.0 Benefit to Panchayats.

- 8.1 Citizens resident in Panchayats will get easy and convenient access to public services on education, health, security, employment, agriculture, banking, pension, transport, energy, legal, etc.
- 8.2 They will get access to and awareness on government schemes in a transparent manner and with transactions in real time, improved Government interface and enhanced Governance experience leading to citizen's empowerment.

9.0 Benefits to Government of India

- 9.1 Central Government will get standardized, secure, scalable, future proof & reliable National ICT Network & Systems, Re-engineered processes based on leading best practices, Robust & Reliable common National ICT infrastructure.
- 9.2 Central Government will be able to ensure efficient delivery of centrally sponsored schemes, enhanced access, transparency and accountability at Central & State information repository on people, places and programmes for improved planning, monitoring and implementation of Central Schemes and enhanced inputs for planning process at all levels.
- 9.3 Better Centre-State interface for information sharing and collaboration will improve public faith in the Government system as a whole and improved productivity, efficiency & reduced cost of the central schemes for welfare of citizen.

10.0 Confidentiality

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

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

11.0 Arbitration and applicable law:

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

12.0 Force Majeure:

No failure or omission by either party to carry out or observe or perform any of the terms and conditions of this agreement shall give rise to any claim against such party or be deemed a breach of this MOU if such failure or omission arises from an act of God, act or omission of Government, War or Military operation, accidents, national or local emergency, fire, lightning, explosion, flood, inclement weather, equipment failure or any other cause whether similar or dissimilar outside such Party's control.

13.0 **Validity:** This MOU shall come into force upon signature by all three parties and shall be valid for entire life cycle of the project.

14.0 **Termination**

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

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

SIGNED AND DELIVERED BY (on behalf of MINISTRY OF Communication & Information Technology Govt. of India)	in the presence of
Signature <i>Umashankar</i>	Signature <i>P. S. Saxena</i>
Name & Designation <i>(V. UMASHANKAR)</i>	Name & Designation <i>P. S. SAXENA</i>
Address <i>Joint Secretary (IT)</i>	Address <i>Joint Secretary (IT)</i>
..... <i>Ministry of Communication & Information Technology</i>	
SIGNED AND DELIVERED BY (on behalf of STATE GOVT. OF Bihar)	in the presence of
Signature <i>[Signature]</i>	Signature
Name & Designation	Name & Designation
Address	Address
.....	
SIGNED AND DELIVERED BY (on behalf of BBNL)	in the presence of
Signature <i>[Signature]</i>	Signature <i>[Signature]</i>
Name & Designation <i>P. K. AGARWAL</i>	Name & Designation <i>Arjun Kumar Gupta</i>
Address <i>DIRECTOR (Planning)</i>	Address <i>Joint Secretary (Operation)</i>
..... <i>BBNL</i>	