Memorandum of Understanding

1. Parties, date and place of execution

1.1 **Date and place of execution.** This Memorandum of Understanding (the "MOU") is made and executed at **[Place of signing (city): _____]**, in the State of [State whose stamp law applies: _____], on **[Date of signing: _____]** (the "Execution Date").

1.2 **First Party. [Party A's full legal name: _____]**, [Party A's constitution and registration details: _____], having its registered office or principal place of business at [Party A's registered office: _____] ("Party A", which expression includes its successors and permitted assigns).

1.3 **Second Party. [Party B's full legal name: _____]**, [Party B's constitution and registration details: _____], having its registered office or principal place of business at [Party B's registered office: _____] ("Party B", which expression includes its successors and permitted assigns).

1.4 **Parties.** Party A and Party B are each a "Party" and together the "Parties".

1.5 **Later signature.** If the Parties sign on different days, the Binding Provisions take effect on the date of the last signature, and the place of execution for the purposes of Section 36 is the place where the last Party signs, unless the Parties record otherwise in writing.

1.6 **Affiliates and units.** Only the two entities named in Sections 1.2 and 1.3 are Parties. A holding company, subsidiary, associate, division, branch or individual employee of a Party does not become a Party because it takes part in an activity described in this MOU.

2. Background and recitals

2.1 Party A is engaged in [Party A's business: _____].

2.2 Party B is engaged in [Party B's business: _____].

2.3 The Parties wish to explore and, where each of them decides to do so, carry out the following project: [Project description: _____] (the "Project").

2.4 The Parties wish to record their present understanding of the Project so that each can plan its own work, and to agree a short list of binding terms that protect both of them while they cooperate and negotiate.

2.5 These recitals state background facts and expectations only. They do not create any obligation.

3. Definitions and interpretation

3.1 **Defined terms.** In this MOU:

(a) "Background IP" means Intellectual Property that a Party owned or controlled before the Execution Date, or that it creates or acquires independently of the Project;

(b) "Binding Provisions" means the provisions listed in Section 6.1;

(c) "Business Day" means a day other than a Saturday, a Sunday or a public holiday at the place of the Party that receives a notice;

(d) "Confidential Information" has the meaning given in Section 15.1;

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(e) "Definitive Agreement" means a later written agreement about all or part of the Project that states that it is binding, is duly stamped and is signed by an authorised signatory of each Party;

(f) "Intellectual Property" means patents, inventions, copyright, designs, trade marks, trade names, domain names, software, databases, know-how and trade secrets, with all applications, registrations and similar rights anywhere in the world;

(g) "Non-Binding Provisions" means every part of this MOU that is not a Binding Provision;

(h) "Personal Data" has the meaning given to "personal data" in the Digital Personal Data Protection Act, 2023;

(i) "Project Materials" means reports, data, designs, software, presentations and other materials that a Party prepares for the Project during the Term;

(j) "Representative" means the person each Party names in Schedule 3, or a replacement named under Section 9.2; and

(k) "Term" means the period described in Section 24.

3.2 **Interpretation.** Headings are for convenience only. "Including" means including without limitation. The singular includes the plural. A reference to a Section or Schedule is to a section of, or schedule to, this MOU. A reference to a law includes that law as amended or re-enacted and any rules made under it. No provision is to be read against a Party because that Party drafted it.

3.3 **Words of intention.** In the Non-Binding Provisions, words such as "intends", "expects", "proposes", "plans" and "is responsible for" describe present intention only. Where "will" or "shall" appears in a Non-Binding Provision, it also describes present intention only.

3.4 **Order of priority.** If Section 5 or Section 6 conflicts with any other part of this MOU, Sections 5 and 6 prevail. If the body of this MOU conflicts with a Schedule, the body prevails.

4. Purpose and objectives

4.1 **Purpose.** The purpose of this MOU is to describe the Project, the part each Party expects to play in it, and the way the Parties intend to work together while they decide whether and how to proceed.

4.2 **Objectives.** The Parties share the following objectives:

(a) [Objective 1: _____];

(b) [Objective 2: _____]; and

(c) [Objective 3: _____].

4.3 **Measures of progress.** The Parties expect to judge progress against the following measures: [Measures of progress: _____].

4.4 **No guarantee of result.** The objectives and measures are goals. Neither Party promises that any goal will be met, that the Project will go ahead, or that the Project will produce any revenue, saving or other benefit.

5. Legal status: non-binding understanding

5.1 **Statement of intention.** Except for the Binding Provisions, this MOU records the present understanding and intentions of the Parties only. The Parties do not intend the Non-Binding Provisions to be an agreement enforceable by law, and the Non-Binding Provisions create no right,

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duty or liability between them, whether in contract, by implied promise, by estoppel or otherwise.

5.2 **No obligation to proceed.** Nothing in the Non-Binding Provisions obliges a Party to carry out the Project, to sign a Definitive Agreement, to buy or sell any goods or services, to employ or second any person, to transfer any property, or to provide any money, staff, facilities or services.

5.3 **Commitments need a Definitive Agreement.** A Party becomes bound to any commitment about the Project beyond the Binding Provisions only when a Definitive Agreement is signed and delivered by both Parties, and then only on the terms of that Definitive Agreement.

5.4 **Conduct does not create a contract.** The Parties may start preparatory work, exchange information or spend money before a Definitive Agreement is signed. Each Party does so at its own risk and by its own choice. None of the following makes a Non-Binding Provision binding, creates an implied promise, or shows an intention to be bound: negotiations; drafts; letters, emails or messages; meeting minutes; press statements; the start, continuation or length of any work; the spending of money in reliance on this MOU; the exchange of samples, data or staff; or internal approval of the Project by a Party.

5.5 **No concluded contract.** The Parties have not agreed all the essential terms of the Project. They do not intend the Non-Binding Provisions to be a concluded contract awaiting only a formal document.

5.6 **Voluntary cooperation.** Any activity that a Party carries out under the Non-Binding Provisions is voluntary and may be stopped at any time, subject to the Binding Provisions.

6. Binding provisions

6.1 **Binding Provisions.** Only the following provisions of this MOU are legally binding on the Parties:

(a) Sections 1, 3, 5 and 6 (parties, definitions, legal status and this list);

(b) Section 11 (costs and expenses), but not Schedule 2;

(c) Sections 12.2 to 12.5 (negotiation and no obligation to conclude);

(d) Sections 13.3 and 13.4 (status of approvals and due diligence);

(e) Section 14 (exclusivity), only if Section 14.1 states that it applies;

(f) Sections 15 to 23 (confidentiality, personal data, Intellectual Property, publicity, relationship of the Parties, freedom to deal, competition law, anti-bribery and immovable property); and

(g) Sections 24 to 38 (term, termination and the general provisions), and the statement above the signatures.

6.2 **Complete list.** The list in Section 6.1 is complete. Every other provision, including each Schedule, is a Non-Binding Provision. By naming some provisions as binding, the Parties confirm their intention that no other provision binds them.

6.3 **Consideration.** Each Party gives its promises in the Binding Provisions in return for the promises of the other Party in the Binding Provisions. The Parties agree that each Party's promises are consideration for the other Party's promises.

6.4 **Certain terms.** The Parties intend each Binding Provision to be certain in its meaning. Where a Binding Provision refers to a period, amount or person to be fixed later, it also states how that period, amount or person is to be fixed.

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6.5 **Lawful purpose.** Each Party confirms that the purpose of the Binding Provisions, and of the cooperation described in this MOU, is lawful.

6.6 **Independent effect.** The Binding Provisions apply whether or not the Project proceeds and whether or not a Definitive Agreement is signed, until they end under Section 25 or Section 26.

7. Scope of cooperation

7.1 **Planned activities.** The Parties intend to explore cooperation in the following areas: [Planned activities: _____].

7.2 **Location or market.** The Parties expect the Project to take place in, or concern, the following location or market: [Location or market: _____].

7.3 **Outside the scope.** The Parties do not presently intend the Project to include: [Activities outside the scope: _____].

7.4 **Stages.** The Parties expect to proceed in three stages: first, planning and exchange of information; second, a limited pilot or joint assessment, if both Parties choose to carry one out; and third, a decision on whether to negotiate a Definitive Agreement. Completion of one stage does not commit a Party to the next.

7.5 **Changes in scope.** The steering committee under Section 9 may discuss changes to the planned activities. A change that would give a Party a binding obligation needs a Definitive Agreement or a written amendment under Section 32.

8. Roles and contributions of each party

8.1 **Party A's planned role.** Party A intends to be responsible for: [Party A's planned role: _____].

8.2 **Party A's planned contribution.** Party A expects to make available, when it considers it appropriate: [Party A's planned contribution: _____].

8.3 **Party B's planned role.** Party B intends to be responsible for: [Party B's planned role: _____].

8.4 **Party B's planned contribution.** Party B expects to make available, when it considers it appropriate: [Party B's planned contribution: _____].

8.5 **Joint tasks.** The Parties intend to carry out the following tasks together, with the lead Party named for each: [Joint tasks and lead party: _____].

8.6 **Control of own resources.** Each Party keeps full control of its own staff, budget, methods and priorities. Staff of one Party who work on the Project remain employees or contractors of that Party only, and that Party alone is responsible for their pay, statutory contributions, conduct and safety.

8.7 **Own risk and insurance.** Each Party carries the risk of its own activities, property and staff in connection with the Project, and expects to keep the insurance that a prudent business of its kind would keep for those activities.

8.8 **Early warning.** Each Party expects to tell the other promptly if it can no longer carry out its planned role, or if a planned date is likely to move.

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9. Governance, representatives and joint steering committee

9.1 **Representatives.** Each Party names a Representative in Schedule 3. The Representatives are the first point of contact for day-to-day matters.

9.2 **Replacement.** A Party may replace its Representative by written notice to the other Party, effective on receipt.

9.3 **Joint steering committee.** The Parties intend to form a joint steering committee made up of [Steering committee members: _____]. The committee is expected to meet [How often the committee meets: _____], in person or by video call, to review progress against Schedule 1, discuss risks and agree next steps.

9.4 **Minutes.** The Party hosting a meeting is expected to circulate short minutes within 5 Business Days. Minutes record discussion only and do not amend this MOU.

9.5 **Limits of authority.** Neither a Representative nor the steering committee may amend this MOU, waive a right, commit a Party to spend money or sign a Definitive Agreement for a Party. Those acts need a signatory authorised by that Party in the way described in Section 37.

10. Workplan, timeline and milestones

10.1 **Workplan.** The Parties intend to follow the workplan in Schedule 1, which lists the main tasks, the lead Party for each task and the target dates.

10.2 **Target dates.** The dates in Schedule 1 are targets for planning. A missed target date is not a breach of this MOU.

10.3 **Updates.** The steering committee may update Schedule 1 by recording the change in its minutes. An update does not create a binding obligation.

10.4 **Progress review.** At the end of each stage described in Section 7.4, the Parties intend to review the results and decide in writing whether to move to the next stage.

11. Costs and expenses

11.1 **Own costs.** Each Party bears its own costs and expenses in connection with this MOU, the Project, any due diligence and the negotiation of any Definitive Agreement, including the cost of its staff, advisers, travel and equipment.

11.2 **No commitment of funds.** Nothing in this MOU obliges a Party to pay any sum to the other Party or to any third party, or to provide funds for the Project. Schedule 2 is an estimate for planning only.

11.3 **Shared costs need a written approval.** If the Parties wish to share a particular cost, they will do so only under a written approval signed by an authorised signatory of each Party, which states the amount, the purpose, the share of each Party and the payment terms.

11.4 **No recovery of reliance costs.** Except under a written approval under Section 11.3 or a Definitive Agreement, a Party cannot recover from the other any cost it spends in reliance on the Non-Binding Provisions, whether or not the Project goes ahead.

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12. Definitive agreement and negotiation

12.1 **Topics for a Definitive Agreement.** The Parties expect that any Definitive Agreement will deal with at least the following matters: [Topics for the definitive agreement: _____]. They aim to decide by [Target date to decide on a definitive agreement: _____] whether to negotiate one.

12.2 **Negotiation.** If the Parties decide to negotiate a Definitive Agreement, each Party will negotiate honestly and will not knowingly give the other Party false or misleading information about the Project.

12.3 **No obligation to conclude.** Each Party may stop negotiating at any time, for any reason or no reason, by written notice to the other Party. A Party that stops negotiating has no liability to the other Party for doing so, except for a breach of Section 12.2 or another Binding Provision.

12.4 **Terms of the Definitive Agreement.** The terms of any Definitive Agreement are those written in it. A Definitive Agreement need not follow the Non-Binding Provisions.

12.5 **Execution formalities.** No Definitive Agreement exists until a written document that states that it is binding is signed by authorised signatories of both Parties and delivered. Each Party will comply with the stamp duty and, where it applies, the registration rules for that document.

13. Conditions, approvals and due diligence

13.1 **Internal approvals.** The Parties expect that the following approvals will be needed before any Definitive Agreement is signed: [Approvals needed before a definitive agreement: _____]. These may include a resolution of the board of directors of a Party, the approval of a parent company, and any approval, licence, registration or filing that a regulator requires.

13.2 **Due diligence.** Each Party may carry out due diligence on the other Party and on the Project. The Parties expect the diligence to cover: [Due diligence items: _____]. Each Party expects to respond to reasonable requests within a reasonable time.

13.3 **No warranty from diligence.** Information given in due diligence is given without any warranty as to accuracy or completeness, except as stated in a Definitive Agreement. Each Party relies on its own enquiries.

13.4 **Approvals at each Party's discretion.** Each Party decides in its sole discretion whether to seek or give any internal approval. A Party is not liable to the other because an approval is refused, delayed or given on conditions.

14. Exclusivity (optional)

14.1 **Choice.** Exclusivity under this Section [Exclusivity choice: _____]. If this Section does not apply, Section 20 governs and the remainder of this Section has no effect.

14.2 **Exclusive period.** If this Section applies, from the date of the last signature until [End of the exclusivity period: _____] (the "Exclusivity Period"), neither Party will negotiate with a third party for an arrangement that covers the following subject matter only: [Subject matter of exclusivity: _____].

14.3 **Limits.** This Section does not stop a Party from carrying on its business in the ordinary course, from dealing with customers, suppliers or partners on any other matter, or from carrying out any arrangement that existed on the Execution Date. Nothing in this Section restrains a Party from exercising any lawful trade or business beyond the narrow subject matter in Section 14.2.

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14.4 **Early end.** The Exclusivity Period ends early on the date either Party gives notice under Section 12.3 that it has stopped negotiating, or on termination of this MOU, whichever comes first.

14.5 **Approach by a third party.** If a third party approaches a Party during the Exclusivity Period about the subject matter in Section 14.2, that Party may say that it is not free to negotiate, but need not disclose the identity of the third party.

14.6 **No market conduct.** This Section does not allow the Parties to agree prices, output, markets, customers or bids. Section 21 applies.

15. Confidentiality

15.1 **Confidential Information.** "Confidential Information" means all information, in any form, that a Party (the "Discloser") or its representatives disclose to the other Party (the "Recipient") in connection with the Project or this MOU, and that is marked confidential, is identified as confidential at the time of disclosure, or would be understood by a reasonable person to be confidential, including business plans, prices, customer data, technical data, software, know-how and the terms of this MOU.

15.2 **Exceptions.** Confidential Information does not include information that the Recipient can show by written records: (a) is or becomes public other than through a breach of this Section; (b) was lawfully known to the Recipient without a duty of confidence before the Discloser disclosed it; (c) is lawfully received from a third party without a duty of confidence; or (d) is developed independently by the Recipient without use of the Discloser's Confidential Information.

15.3 **Duties.** The Recipient will: (a) use Confidential Information only to evaluate and carry out the Project; (b) disclose it only to its directors, employees, professional advisers and permitted contractors who need to know it for that purpose and who are bound by duties of confidence no less strict than this Section; (c) protect it with at least the care it uses for its own information of similar importance, and never with less than reasonable care; and (d) tell the Discloser promptly after it learns of any unauthorised use or disclosure.

15.4 **Disclosure required by law.** The Recipient may disclose Confidential Information to the extent required by law, by a court, tribunal or regulator, or by the rules of a recognised stock exchange. Where the law allows, the Recipient will give the Discloser prompt notice, so that the Discloser can seek protection, and will disclose only the part that is required.

15.5 **Return or destruction.** Within [Days to return confidential information: _____] days after a written request by the Discloser, or after termination of this MOU, the Recipient will return or destroy the Discloser's Confidential Information and confirm this in writing. The Recipient may keep one archival copy where law or a genuine internal compliance policy requires it, and copies held in automatic electronic backups, which remain subject to this Section.

15.6 **Period.** The duties in this Section last for [Years confidentiality lasts after the term: _____] years from the end of the Term. For a trade secret, the duties last for as long as the information remains a trade secret.

15.7 **Remedies.** Each Party agrees that damages may not be an adequate remedy for a breach of this Section, and that the Discloser may seek an injunction or other interim relief from a competent court, in addition to any other remedy.

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16. Personal data protection

16.1 **Minimum sharing.** The Parties intend to share Personal Data under this MOU only where it is needed for the Project. The Personal Data the Parties expect to share is: [Personal data the Parties expect to share: _____].

16.2 **Each Party's responsibility.** Each Party that decides the purpose and means of processing Personal Data is a Data Fiduciary for that processing and remains responsible for complying with the Digital Personal Data Protection Act, 2023 and the rules made under it. No term of this MOU shifts that responsibility to the other Party.

16.3 **Processing on behalf of the other Party.** A Party will not process Personal Data on behalf of the other Party as a Data Processor until the Parties have signed a separate written processing contract that states the purpose, the categories of Personal Data, the security measures, the duty to delete the data and the help each Party will give the other.

16.4 **Security.** Each Party will protect the Personal Data it holds in connection with the Project with reasonable security safeguards, and will tell the other Party, within [Hours to report a personal data breach: _____] hours after it becomes aware, of any personal data breach that affects Personal Data received from the other Party.

16.5 **Sensitive and cross-border data.** Before sharing Personal Data of children, financial or health data, or Personal Data that will be transferred outside India, the Parties will first confirm in writing the legal basis and the safeguards for that sharing.

17. Intellectual property

17.1 **Background IP.** Each Party keeps all rights in its Background IP. Nothing in this MOU assigns or transfers any Background IP.

17.2 **Limited licence to use.** Each Party grants the other a non-exclusive, royalty-free, revocable permission to use the Background IP and Project Materials that it chooses to provide, only for the purpose of the Project during the Term. This permission ends automatically at the end of the Term.

17.3 **Project Materials.** Each Party owns the Project Materials that its own staff create. The ownership of anything created jointly will be agreed in a Definitive Agreement or a separate written agreement before it is used outside the Project.

17.4 **No assignment by implication.** No assignment of copyright or of any other Intellectual Property takes place under this MOU, by conduct or by implication. Any assignment requires a separate written document signed by the assignor that identifies the work, the rights assigned, the duration and the territory.

17.5 **No warranty.** Background IP and Project Materials are provided as they are, without any warranty that they are fit for a purpose or do not infringe the rights of others, except as stated in a Definitive Agreement.

18. Publicity and use of names and logos

18.1 **No use without consent.** Neither Party will use the name, logo or trade marks of the other Party, or announce this MOU or the Project, without the prior written consent of the other Party.

18.2 **Agreed statements.** The Parties may agree the text of a joint press statement. Once agreed, either Party may repeat that text without asking again.

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18.3 **Correct description.** Any public statement must describe this MOU accurately, as a non-binding understanding, and must not say or suggest that the Parties have formed a partnership or joint venture or have agreed to proceed with the Project.

18.4 **Withdrawal of consent.** A Party may withdraw consent to the use of its name or logo by written notice. The other Party will stop the use within [Days to stop using a logo after consent is withdrawn: _____] days after receipt, but need not recall printed materials already distributed.

19. No partnership, agency or joint venture

19.1 **Independent parties.** The Parties are independent contracting parties. Nothing in this MOU creates a partnership, joint venture, agency, franchise, employment or fiduciary relationship between them.

19.2 **No sharing of profits.** The Parties do not agree to share the profits or losses of any business under this MOU, and neither Party carries on any business for or on behalf of the other.

19.3 **No authority to bind.** Neither Party may act for, bind or incur any liability on behalf of the other Party, and neither Party will represent that it has such authority.

19.4 **Separate businesses.** Each Party keeps its own books, bank accounts, tax registrations and staff. No common fund, common property or common name is created for the Project.

20. Non-exclusivity and freedom to deal

20.1 **Freedom to deal.** Except to the extent that Section 14 applies, each Party is free to discuss, negotiate and enter into any arrangement with any third party, including on matters similar to the Project.

20.2 **Independent development.** Each Party may develop, acquire or market products, services or technology that compete with those discussed in the Project, as long as it does not use the other Party's Confidential Information in breach of Section 15.

21. Competition law compliance

21.1 **Compliance.** Each Party will comply with the Competition Act, 2002 in connection with the Project.

21.2 **Information exchange.** If the Parties are actual or potential competitors, they will not exchange current or future prices, margins, output plans, bids, customer allocations or other competitively sensitive information, except through a written protocol approved by their legal advisers that limits access to named persons who need it for the Project.

21.3 **No market sharing.** Nothing in this MOU is an agreement to fix prices, limit output, share markets or customers, or rig bids.

21.4 **Merger control.** If a Definitive Agreement would require approval of the Competition Commission of India, the Parties will not carry it out before that approval is given.

22. Anti-bribery and ethical conduct

22.1 **No bribery.** Neither Party, nor any person acting for it, will give, offer or promise any undue advantage to any public servant or other person to obtain or retain business or an advantage in connection with the Project.

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22.2 **Adequate procedures.** Each Party will maintain adequate procedures, appropriate to its size and business, to prevent persons associated with it from committing bribery in connection with the Project.

22.3 **Records.** Each Party will keep accurate records of any expense it incurs for the Project that is paid to or for a public official.

22.4 **Notice and termination.** Each Party will tell the other promptly if it learns of a breach of this Section. The other Party may terminate this MOU at once by written notice under Section 25.3.

23. No interest in immovable property

23.1 **No interest created.** Nothing in this MOU creates, declares, assigns, limits or extinguishes any right, title or interest in any immovable property, now or in the future.

23.2 **Site access.** If one Party allows the other to visit or use its land or buildings for the Project, that use is a revocable permission only, on the host's site rules, and gives no lease, licence coupled with an interest, easement or other interest in the property.

23.3 **Separate registered instrument.** Any lease, sale, mortgage or other transfer of an interest in immovable property connected with the Project will be made only by a separate instrument that is duly stamped and, where the law requires, registered under the Registration Act, 1908.

24. Term, review and renewal

24.1 **Term.** This MOU begins on the date of the last signature and continues until [End date of the MOU: _____], unless it ends earlier under Section 25 or is replaced by a Definitive Agreement (the "Term").

24.2 **Review.** The Parties intend to review this MOU at least once every [Review interval in months: _____] months during the Term.

24.3 **Renewal.** The Parties may extend the Term only by a written amendment signed under Section 32 before the Term ends. There is no automatic renewal.

24.4 **Replacement by a Definitive Agreement.** If a Definitive Agreement covers the whole Project, this MOU ends on the date that agreement takes effect, except where the Definitive Agreement says that a Binding Provision continues.

25. Termination and wind-down

25.1 **Termination for convenience.** Either Party may terminate this MOU at any time, without giving a reason, by giving the other Party at least [Notice period to terminate for convenience (days): _____] days' written notice.

25.2 **Termination for breach.** Either Party may terminate this MOU by written notice if the other Party breaches a Binding Provision and, where the breach can be remedied, does not remedy it within [Days to remedy a breach: _____] days after receiving written notice that describes the breach.

25.3 **Immediate termination.** Either Party may terminate this MOU at once by written notice if the other Party: (a) breaches Section 21 or Section 22; (b) becomes subject to a corporate insolvency resolution process, liquidation or winding up, or has a receiver or administrator appointed over its assets; or (c) ceases to carry on business.

25.4 **Wind-down.** On termination, the Parties intend to finish or stop any activity in progress in an

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orderly way, and each Party will return or destroy the other's Confidential Information under Section 15.5.

25.5 **No compensation for termination.** A Party that terminates under this Section is not liable to the other for terminating, but termination does not affect any right or liability that arose before it took effect.

25.6 **Remedy.** Because either Party may end this MOU at will, the Parties acknowledge that it is a contract that is determinable in its nature, and that a breach of a Binding Provision is remedied by damages or an injunction to restrain the breach, not by an order to carry out the Project.

26. Survival

26.1 **Provisions that survive.** The following provisions survive the end of this MOU: Sections 3, 5, 6, 11, 15, 16, 17, 18.4, 19, 23, 25.4 to 25.6, this Section 26, 27, 28, 29, 30 and 33 to 36.

26.2 **Accrued rights.** The end of this MOU does not affect any right or remedy that a Party had at that time.

27. Liability: no indirect loss and no reliance

27.1 **No liability under Non-Binding Provisions.** Neither Party is liable to the other for failing to carry out a Non-Binding Provision.

27.2 **No indirect loss.** Neither Party is liable to the other for any remote or indirect loss, or for any loss of profit, revenue, business or goodwill, arising from a breach of a Binding Provision.

27.3 **Cap.** The total liability of each Party under or in connection with this MOU is limited to [Liability cap: _____].

27.4 **Exceptions.** Sections 27.2 and 27.3 do not limit liability for fraud, for wilful breach of Section 15, Section 16 or Section 22, or for any liability that cannot be limited by law.

27.5 **No sum named as damages.** The amount in Section 27.3 is a limit on liability only. It is not a sum named as the amount to be paid on breach and does not entitle a Party to any payment without proof of loss.

27.6 **No reliance.** Each Party enters into this MOU relying on its own judgement and not on any statement, forecast or promise of the other Party that is not written in this MOU.

27.7 **Events beyond control.** Neither Party is liable for a delay or failure to perform a Binding Provision caused by an event beyond its reasonable control, such as natural disaster, epidemic, war, riot, government order or failure of public utilities, as long as it tells the other Party promptly and takes reasonable steps to reduce the effect. This Section does not excuse a breach of Section 15.

28. Dispute resolution: escalation, mediation and arbitration

28.1 **Escalation.** If a dispute arises out of or in connection with this MOU, either Party may refer it in writing to the Representatives. If the Representatives do not resolve it within [Days for each escalation step: _____] days, either Party may refer it to the senior officers named in Schedule 3, who will meet within a further [Days for each escalation step: _____] days.

28.2 **Mediation.** If the senior officers do not resolve the dispute, the Parties will try to settle it by mediation before starting arbitration, including, where it applies, pre-institution mediation under Section 12A of the Commercial Courts Act, 2015. Mediation does not stop a Party from seeking urgent interim relief from a competent court.

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28.3 **Arbitration.** Any dispute that is not settled within 60 days after a written request for mediation will be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. The tribunal will have a sole arbitrator appointed by agreement of the Parties or, failing agreement, in accordance with that Act. The seat and venue of arbitration will be [Seat of arbitration: _____]. The language of the arbitration will be English.

28.4 **Award.** The award will be in writing, will state reasons and will be final and binding on the Parties.

28.5 **Written agreement.** This Section is an arbitration agreement in writing, contained in a document signed by the Parties.

28.6 **Interim relief.** Nothing in this Section stops a Party from seeking interim relief from a competent court to protect its Confidential Information or Intellectual Property.

28.7 **Cooperation continues.** While a dispute is being resolved, each Party will continue to comply with the Binding Provisions.

29. Governing law and jurisdiction

29.1 **Governing law.** This MOU and any dispute arising out of or in connection with it are governed by the laws of India.

29.2 **Courts.** Subject to Section 28, the competent courts at [City whose courts have jurisdiction: _____] have jurisdiction over any matter arising out of or in connection with this MOU, including applications for interim relief and matters relating to the arbitration.

29.3 **Time to bring claims.** Nothing in this MOU shortens the period within which a Party may enforce its rights under the law.

30. Notices

30.1 **Form.** A notice under this MOU must be in writing, in English, and signed by an authorised person of the Party giving it.

30.2 **Delivery.** A notice may be delivered by hand, by registered post with acknowledgement due, by speed post or reputable courier, or by email, to the notice address and email given in Schedule 3.

30.3 **When received.** A notice is treated as received: if delivered by hand, on delivery; if sent by registered post, speed post or courier, on the date shown on the proof of delivery; and if sent by email, at the time of sending, unless the sender receives an automated message that the email was not delivered. A notice received after 6:00 p.m. or on a day that is not a Business Day is treated as received on the next Business Day.

30.4 **Change of details.** A Party may change its notice details by notice to the other Party, effective five Business Days after receipt.

30.5 **Legal proceedings.** This Section does not apply to the service of documents in legal proceedings or arbitration, which follow the applicable rules.

31. Assignment

31.1 **No assignment without consent.** Neither Party may assign, transfer or subcontract any of its rights or obligations under this MOU without the prior written consent of the other Party.

31.2 **Change of control.** A Party will tell the other Party promptly if it undergoes a change of

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control. The other Party may then terminate this MOU with immediate effect by written notice given within 60 days after it learns of the change.

32. Amendment and waiver

32.1 **Amendment.** This MOU may be amended only by a written document that refers to this MOU and is signed by authorised signatories of both Parties. Minutes, emails and messages do not amend this MOU.

32.2 **Waiver.** A failure or delay in exercising a right does not waive it. A waiver is effective only if it is in writing and signed by the Party that gives it, and it applies only to the case described.

32.3 **Stamping of amendments.** Each Party will pay any stamp duty due on an amendment under the rule in Section 36.

33. Entire understanding

33.1 **Entire understanding.** This MOU, with its Schedules, records the whole understanding of the Parties about the Project and replaces all earlier discussions, proposals and understandings about it.

33.2 **Earlier documents.** This MOU replaces the following earlier documents: [Earlier documents this MOU replaces: _____]. Any non-disclosure agreement that the Parties signed earlier continues, and if it conflicts with Section 15, the term that gives more protection to the Confidential Information applies.

33.3 **Fraud.** Nothing in this Section limits liability for fraud.

34. Severability

34.1 **Invalid terms.** If any Binding Provision is held void, invalid or unenforceable, in whole or in part, the rest of that provision and the other Binding Provisions continue in full effect.

34.2 **Partial restraint.** If Section 14 or any other provision is held to restrain a Party from carrying on a lawful trade or business, it applies only to the extent that it is lawful, and the remainder continues.

34.3 **Replacement.** The Parties will negotiate in good faith a lawful term that comes as close as possible to the purpose of the invalid term.

34.4 **No effect on Non-Binding Provisions.** Nothing in this Section makes a Non-Binding Provision binding.

35. No third-party rights

35.1 **No third-party rights.** This MOU is for the benefit of the Parties and their permitted successors only. No other person, including any affiliate, customer, funder, employee or member of the public, has any right to enforce or benefit from it.

35.2 **Changes without consent.** The Parties may amend or end this MOU without the consent of any other person.

36. Stamp duty and costs of execution

36.1 **Stamping.** The Parties will have this MOU stamped under the stamp law of the State of [State whose stamp law applies: _____], at the rate that law fixes for an agreement or memorandum of agreement, on non-judicial stamp paper, by e-stamp certificate or by franking, at or

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before execution or within the time that law allows.

36.2 **Who pays.** The stamp duty and any registration fee for this MOU, and for any amendment, will be paid by [Who pays the stamp duty: _____].

36.3 **Execution or receipt in another State.** If this MOU is signed in more than one State, or is brought into another State after signing, each Party will cooperate to pay any additional duty that the law of that State requires.

36.4 **Deficit and penalty.** If any duty or penalty is later found to be due, the Party responsible under Section 36.2 will pay it promptly, so that this MOU can be admitted in evidence and acted upon.

36.5 **Original copy.** Each Party will keep a duly stamped original or a certified copy of the stamp certificate with its signed copy.

37. Authority to sign

37.1 **Power.** Each Party confirms that it has the power to enter into the Binding Provisions and has obtained every internal approval needed to do so.

37.2 **Board authority of Party A.** The person signing for Party A is authorised by [Authority of Party A's signatory: _____].

37.3 **Board authority of Party B.** The person signing for Party B is authorised by [Authority of Party B's signatory: _____].

37.4 **Government party.** If a Party is the Government of India or a State Government, this MOU is expressed to be made by the President or the Governor, as the case may be, and is executed for that Government by the person authorised to do so.

37.5 **Evidence.** Each Party will give the other, on request, a certified copy of the resolution, power of attorney or other authority under which its signatory acts.

37.6 **No conflict.** Each Party confirms that, to its knowledge, entering into the Binding Provisions does not break any law, court order or agreement that binds it.

38. Counterparts and electronic signature

38.1 **Counterparts.** This MOU may be signed in any number of counterparts. Each counterpart is an original, and all counterparts together form one document.

38.2 **Electronic signature.** The Parties may sign this MOU by electronic signature affixed in the manner the Information Technology Act, 2000 allows, and may exchange signed copies electronically. A Party will not dispute this MOU only because it was made or signed in electronic form.

38.3 **Stamp duty still applies.** Signing electronically does not remove the duty to stamp this MOU under Section 36. The Parties will use an e-stamp certificate or another method that the applicable stamp law allows.

38.4 **Records.** Each Party will keep a complete signed copy of this MOU. An electronic copy may be produced as evidence in accordance with the Bharatiya Sakshya Adhiniyam, 2023.

IN WITNESS WHEREOF the Parties have signed this MOU at [Place of signing (city): _____] on the dates written below. By signing, each Party confirms that it accepts the Binding Provisions listed in Section 6.1 and that the Non-Binding Provisions record intentions only.

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For and on behalf of [Party A's full legal name: _____]
Signature:
Name: [Party A's signatory: _____]
Designation: [Party A signatory's designation: _____]
Date:
Company seal (if any):

For and on behalf of [Party B's full legal name: _____]
Signature:
Name: [Party B's signatory: _____]
Designation: [Party B signatory's designation: _____]
Date:
Company seal (if any):

WITNESSES

1. Signature:
   Name: [Witness 1 name: _____]
   Address: [Witness 1 address: _____]

2. Signature:
   Name: [Witness 2 name: _____]
   Address: [Witness 2 address: _____]

SCHEDULE 1: WORKPLAN AND MILESTONES (NON-BINDING)

1. Planning stage
Task: [Planning task: _____]
Lead Party: [Planning task lead: _____]
Target date: [Planning task target date: _____]

2. Pilot or joint assessment stage
Task: [Pilot task: _____]
Lead Party: [Pilot task lead: _____]
Target date: [Pilot task target date: _____]

3. Decision stage
Task: [Decision task: _____]
Lead Party: [Decision task lead: _____]
Target date: [Decision task target date: _____]

4. Assumptions and dependencies: [Assumptions and dependencies: _____]

All dates are targets. Section 10 applies to this Schedule.

SCHEDULE 2: CONTRIBUTIONS AND COST ALLOCATION (NON-BINDING ESTIMATE)

1. Staff time. Each Party bears the cost of its own staff. Estimated effort of Party A: [Party A's estimated effort: _____]. Estimated effort of Party B: [Party B's estimated effort: _____].

2. Travel and meetings: [Travel and meetings: _____]

3. Equipment, software and facilities: [Equipment, software and facilities: _____]

4. Outside advisers and contractors: [Outside advisers and contractors: _____]

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5. Written approvals needed before any money moves: [Approvals needed before money moves: _____]

This Schedule does not commit any funds or authorise any charge. Section 11 applies to it. It does not provide for the sharing of profits or losses.

SCHEDULE 3: REPRESENTATIVES AND CONTACT DETAILS

1. Party A
Representative: [Party A's representative: _____]
Telephone and email: [Party A representative's telephone and email: _____]
Senior officer for disputes: [Party A's senior officer for disputes: _____]
Address and email for notices: [Party A's notice address and email: _____]

2. Party B
Representative: [Party B's representative: _____]
Telephone and email: [Party B representative's telephone and email: _____]
Senior officer for disputes: [Party B's senior officer for disputes: _____]
Address and email for notices: [Party B's notice address and email: _____]

3. Updates. A Party may update its entry by notice under Section 9.2 or Section 30.4.

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