



IITM CDOT SAMGNYA TECHNOLOGIES FOUNDATION

(An initiative under the National Quantum Mission of DST)

Quantum Communication T - Hub



January 23, 2026

Ref: EOI No: STF/EOI/005/2026

To,
Indian Industry Stakeholders
(Start-ups, MSMEs, and Large Enterprises)

Subject: EOI Notification for Co-Development of Quantum Key Distribution (QKD) Nodes

IITM CDOT Samgnya Technologies Foundation, a Section 8 company under the National Quantum Mission, is pleased to release this Expression of Interest (EOI) to identify partners for the indigenous co-development of QKD Nodes.

Strategic Objective: To establish the Metro Area Quantum Access Network (MAQAN) and secure India's critical information assets.

Scope & Approach:

- Co-Development: We are not seeking "black-box" commercial off-the-shelf procurement. Partners must work jointly with Samgnya to translate quantum protocols into field-deployable nodes.
- Integration: Hardware must integrate seamlessly with DARPAN-Q, our centralised network orchestration layer.
- Eligibility: Open to registered Indian companies with a trusted, domestic IP & supply chain.

Timeline:

- Issue Date: January 23, 2026
- Queries: tender@samgnya.in
- Submission Deadline: 21 Days

We invite competent "Class I" and "Class II" local suppliers to participate in this strategic national initiative.

Sincerely,

Ravindra Barlingay

Ravindra Barlingay,
CEO
IITM CDOT Samgnya Technologies Foundation



EOI No: STF/EOI/005/2026

Date of Issue: 23 Jan 2026

Expression of Interest (EOI) Notice

For Pre-Qualification of Co-Development for Quantum Key Distribution (QKD) Nodes

Issuing Authority: IITM CDoT Samgnya Technologies Foundation

Contact Information: Email: tender@samgnya.in

CONTENTS

Part	Section	Description
Part 1	1	Preamble
	2	Scope of Work
	3	Procedure for Response
	4	Section A: Instructions/Notes
	4.1	General
	4.2	Indicative Timeline
	4.3	Evaluation Methodology
	4.4	Non-Binding Nature
	4.5	Lifecycle Support Expectations
	4.6	SLA Philosophy
Part 2	5.1	Form A : Specific Experience (Minimum Criteria)
	5.2	Form B : Experience Workforce
	5.3	Form C : Willingness Certificate
	5.4	Form D : Organisation Structure & Contract Commitments
	5.5	Form E : Financial Capability
	5.6	Form F : Litigation/Arbitration History
Part 3		Compliance
Appendices	A	Eligibility Criteria For Pre-Qualification
	B	Mutual Non-Disclosure Agreement Format
	C	Intellectual Property Framework

Part 1

1. Preamble

1.1. Foundation & Mission Alignment: IITM CDoT Samgnya Technologies Foundation is a Quantum Communication T Hub, An initiative under the National Quantum Mission of DST to drive the development of next-generation communication technologies. The Foundation is mandated to spearhead the indigenous development and deployment of secure quantum communication infrastructure, a project of strategic national importance for safeguarding India's critical information assets and digital sovereignty.

1.2. Strategic Vision: MAQAN and DARPAN-Q: The core vision of this initiative is to establish the Metro Area Quantum Access Network (MAQAN), a robust and scalable quantum network infrastructure. These networks will be orchestrated by DARPAN-Q, a unified, SDN-enabled network control and management system designed to handle topology, link provisioning, and key management across heterogeneous quantum nodes. This architecture ensures seamless interoperability and centralized management of quantum security assets.

1.3. Phased Deployment Strategy: To ensure technological maturity and operational resilience, the deployment of QKD infrastructure will follow a structured, phased approach:

- Phase 1 (Pilot): Validation of QKD Node prototypes and interoperability in controlled test beds (current EOI scope).
- Phase 2 (Metro): Deployment of 3-node and 2-node topologies in key cities (Bengaluru, Hyderabad, Indore, Chennai) to establish Metro Area Networks.
- Phase 3 (Backbone): Interconnecting Metro networks via long-haul optical links to form a regional backbone.
- Phase 4 (National Scale): Pan-India deployment creating a nationwide quantum-secure communication grid.

1.4. Objective of EOI: In alignment with this strategic roadmap, the purpose of this EOI is to identify competent "Class I" and "Class II" Local Suppliers to co-develop and supply Quantum Key Distribution (QKD) Nodes. Selected partners will play a pivotal role in the Pilot and Metro phases, delivering hardware that integrates with the DARPAN-Q framework and complies with QuILA consortium interoperability standards, thereby laying the groundwork for the national backbone.

2. Scope of Work, Objective & Technical Specification

2.1 Scope of work

This EOI does not seek a standard "Turnkey" or "Commercial Off-The-Shelf" procurement where the vendor simply delivers a black-box solution. Instead Samgnya adopts a Co-Development approach. The selected partner is expected to engage in working jointly with Samgnya to translate quantum protocols into field-deployable, interoperable network nodes. The engagement requires the partner to provide open APIs and hardware access to enable deep integration with the National Quantum Mission's network orchestration layers.

Collaborative Responsibilities Matrix: To ensure successful deployment, the scope of work is divided into collaborative domains:

- Development Partner Responsibilities (The "Node"):
 - Hardware Realisation: Design and fabrication of the Optical Engine (Alice/Bob) and high-speed post-processing electronics adhering to the "Essential Specifications" (Table 1).
 - Local Intelligence: Implementation of the SDN Agent on the node, ensuring it exposes the required Southbound Interfaces (REST services/JSON).
 - Protocol Stability: Ensuring the QKD protocol (DPS/COW/TF) meets stability parameters (QBER <25%, Key Rate \geq 3 kbps).
- Responsibilities (The "Network"):
 - Network Orchestration: Provisioning of the DARPAN-Q management layer and the SD-QKDN Controller to manage topology and link provisioning.
 - Infrastructure Support: Provisioning of dark fiber cores, OTDR characterization, and establishing the test bed environment.
 - Standardization: Providing the specific QuILA and ETSI GS QKD 014/015 specifications for Key Manager and SDN interfacing.
- Joint Responsibilities:
 - Interoperability Testing: Joint debugging and validation to ensure the partner's node can exchange keys with nodes from other vendors in a multi-vendor environment.
 - Field Acceptance: Conducting acceptance testing at defined field locations (Bengaluru, Hyderabad, Indore, Chennai).

Long-Term Partnership Intent: The selection of a partner through this EOI is intended to foster a long-term strategic relationship spanning the lifecycle of the MAQAN project:

- Duration: The engagement is envisioned for a minimum of 3 years, covering the

initial warranty (1 year) and subsequent AMC (2 years).

- Continuous Enhancement: The partner must commit to a 3-year roadmap for feature enhancements to support evolving QuILA network standards.
- Scale-Up Potential: Successful co-development in the Pilot/Metro phase will position the partner as a preferred entity for the subsequent National Backbone deployment phase.

The system must meet the following high-level specifications:

- Development of 3-node topology & 2-node topology ensuring cost-effective all-to-all connectivity.

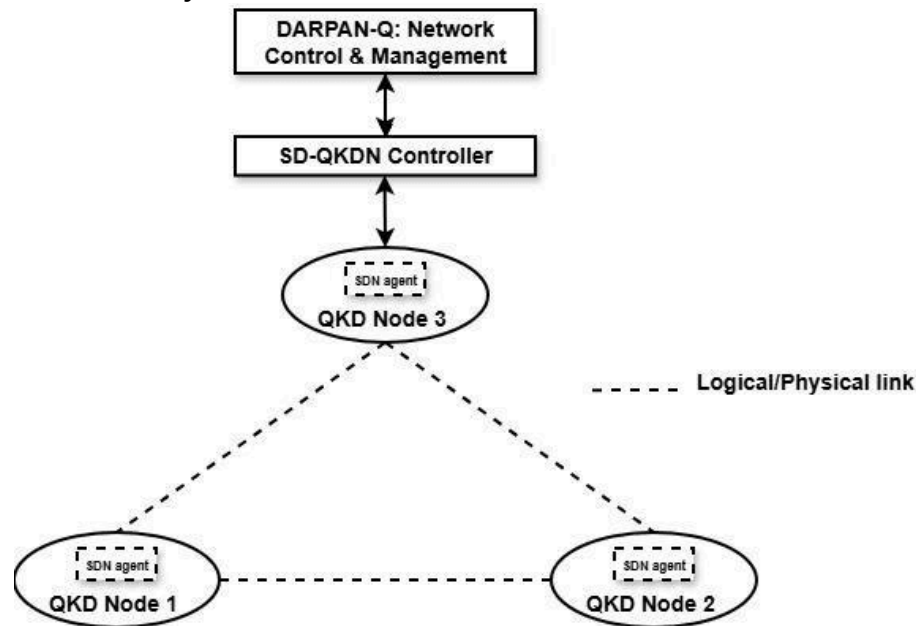


Fig. 1a. 3 Node Topology

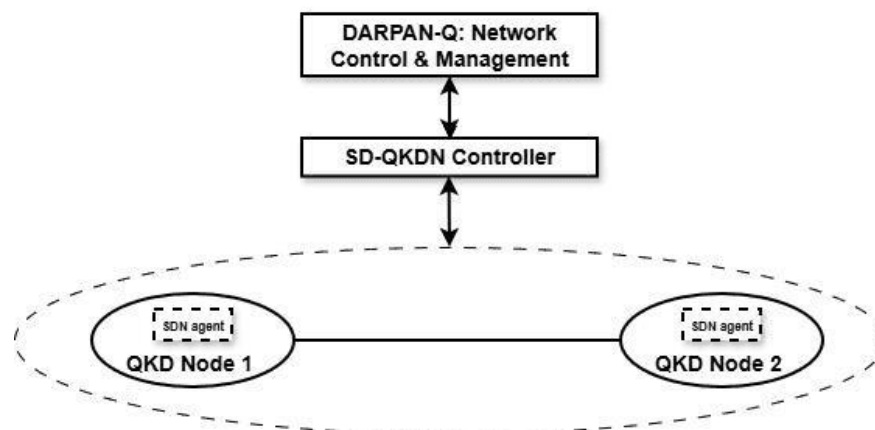


Fig. 1b. 2 Node Topology

- Performance: Finite-size secure key rate ≥ 3 kbps; QBER $< 25\%$; Operational distance 100 km over SMF-28.
- Protocols: Support for DPS, COW, TF, MDI, or other proven protocols with security proofs.
- Architecture: Layered architecture including SDN Agent, Key Manager, Key Pool, and Key Distillation Engine (KDE).
- Interoperability: Compliance with specifications and ETSI GS QKD standards.

Table 1: Essential specifications for a QKD node pair (Tx and Rx)

S.No	Specification Description	Value
1.	Finite-size secure key rate	≥ 3 kbps
1a	Max. mean photon number	0.25
1b	QBER	$< 25\%$
1c	Raw key block size for post-processing	Minimum 5 Mbits
1d	Stability parameters	QBER, secure key rate, key access attempts, with 1% failure to comply with the defined parameters, calculated each month.
2.	QKD protocol	DPS, CoW, TF, MDI or any other protocol with security proofs
3.	Quantum Operational Distance	100 km over SMF-28
4.	Classical Operational Distance	100 km over SMF-28
5.	Channel loss tolerance	~ 20 dB
6.	Operational mode	Continuous and single instance-based provisioning
7.	System interface	USB and Ethernet (1 Gbps) Debug terminal HDMI (optional)

8.	Optics Interface	SC panel
9.	Quantum Wavelength	ITU grid
10.	Fiber type	SMF-28
11.	Fiber Interface for Quantum channel	SC/APC
12.	Fiber interface with Classical channel	SC/APC
13.	Detector type	SPAD in gated mode
14.	Power requirements	230 V, 50 Hz and -48 V DC operation
15.	Mechanical Dimension Optical Unit	19-inch rack mountable chassis Maximum 4U, Complaint to TEC/SD/DD/EMC-221/05/OCT-16
16.	Wavelength division multiplexing	4 adjacent DWDM channels to carry all quantum, classical post-processing traffic, clock sync, OTDR channel, and bidirectional data traffic at 10 Gbps.
17.	Key pool	On node/on-premise softcore TPM TPM-based, or better
18.	Key manager and key access	QKD node shall support node based Key Manager that shall comply with ETSI GS QKD 014 and QuILA specification in this regard. The QuILA specification shall be shared on request. Key access shall be request-response- based.
19.	SDN requirement	The SDN agent in the QKD Node shall comply with QuILA controller specification. The QuILA specification shall be shared on request. (operable as shown in Fig. 1)
20.	Communication: SDN controller to SDN agent Key manager and user application	REST services and JSON data over as data. Encrypted and authenticated using Chacha20Poly1305 algorithm.

21.	Vendor interoperability	All vendor nodes shall comply with the interoperability requirements set forth by the consortia.
22.	PQC fail safe mechanism between each QKD pair	Yes
23.	On node VPN access/remote access	Yes
24.	Support in feature enhancement in QULLA network with respect to point 16-23	3 years with a dedicated SPOC.
25.	Network availability	At least 99% uptime per node, measured monthly. The network will operate using a request-response mechanism. 99% of key requests measured monthly, raised for a given pair of nodes, shall result in a successful key generation response at a finite-size secure key rate of at least 3 kbps.
26.	System and solution deployment and acceptance	At defined field locations, integrated with defined SDN framework and DARPAN-Q. Demonstration of all features listed in Table 1 with control and management through DARPAN-Q.

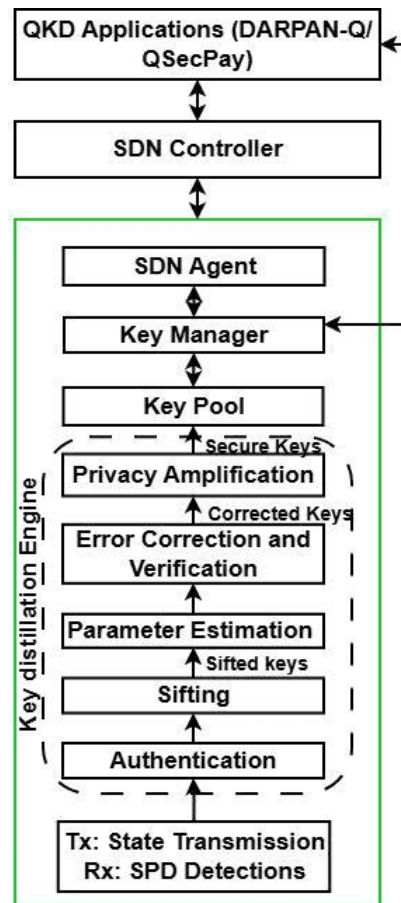


Fig. 2 Layered Architecture of a typical QKD node

3. Procedure for Response

Firms are asked to upload their responses on the portal accessible on samgnya's website for EOI submissions.

- Submission Address: link will available at 'samgnya.in'.
- Deadline: Responses must reach before [Insert Date] at [Insert Time].

4. Section A: Instructions/Notes

4.1. General

- All documents must be clear, legible, and self-certified digitally.
- Language of communication shall be English.
- Samgnya reserves the right to reject any EOI without assigning reasons.

- The applying company should be a registered company in India (Start-ups, MSMEs, and large industry) only are eligible to respond to this EOI.
- The technology or intellectual property must be based in India.
- For supply chain and security purposes all critical QKD subsystems must originate from a trusted, India-based supply chain. This should include disclosure of the country of origin of key components, compliance with applicable export control and cybersecurity requirements, secure manufacturing practices, and controlled, pre-approved remote or VPN access, if any.
- For data protection, compliance with DPDPA 2023 should comply with secure lifecycle management of cryptographic keys and related data, cryptographic keys, key material, and sensitive operational data must not leave India without Samgnya's prior written approval.
- Queries related to this EOI may be sent to 'tender@samgnya.in' with a special mention in subject line as "QUERIES FOR EOI NOTICE for the Co-development of QKD".

4.2 Indicative Timelines

The following schedule is provided for planning purposes only. Samgnya reserves the right to vary these dates at its absolute discretion.

Sl. No.	Event Description	Indicative Date (T = Launch)
1	Release of EOI Notification	T + 0 Days
2	Pre-EOI Submission Conference (Virtual)	T + 7 Days
3	Last Date for Submission of Written Queries	T + 10 Days
4	Samgnya Response to Queries	T + 14 Days
5	EOI Submission Deadline	T + 21 Days (15:00 hrs)
6	Presentation by Shortlisted Applicants	T + 28 Days
7	Notification of Qualified Applicants	T + 35 Days



4.3 Evaluation Methodology

This EOI is a pre-qualification stage. Applicants will be evaluated on a "Pass/Fail" basis or a scored weighted average to determine eligibility for the subsequent Request for Proposal (RFP).

- Stage 1: Admin Check: Completeness of documents, authorized signatories, and non-blacklisting declarations.
- Stage 2: Technical Capacity (60%): Previous experience in similar national-scale deployments, TRL maturity (min TRL 6), and architectural alignment.
- Stage 3: Financial Strength (40%): Average annual turnover over the last 3 FYs, positive net worth, and solvency certificates.

4.4 Non-Binding Nature

This EOI is not an offer, a tender, or a Request for Proposal (RFP). It is an inquiry for information and capability. The submission of an EOI response does not guarantee the applicant a right to bid for the RFP or an award of contract.

Right to Modify, Cancel, or Reject

Samgnya reserves the full right to:

- Cancel or withdraw this EOI process at any stage without assigning any reason.
- Reject any or all applications without liability.
- Modify the scope, criteria, or timeline of this EOI at any time.
- Accept an EOI that deviates from strict conformity if it is deemed in the public interest.
- Samgnya shall not be liable for any costs incurred by the applicant in preparing or submitting the EOI, including legal fees or travel expenses.

4.5 Lifecycle Support Expectations

- Support Duration: The vendor must support the solution for a minimum of 6 years ("Active Life").
- End-of-Life (EOL) Notice: The vendor must provide at least 24 months' notice before declaring any hardware or software component EOL. During this period, the vendor must provide a functionally equivalent upgrade path at no additional license cost to Samgnya.
- Patch Management: Security patches for critical vulnerabilities (CVSS > 9.0)



must be released within 72 hours of discovery.

4.6 SLA Philosophy

Service Level Agreements (SLAs) will focus on User Experience and System Availability.

Severity Level	Definition	Response Time	Resolution Time
Level 1 (Critical)	System Down. Total inability to process transactions.	15 Mins	4 Hours
Level 2 (High)	System severely degraded. Major functions failing.	1 Hour	8 Hours
Level 3 (Medium)	Minor bug. Workaround available.	4 Hours	3 Days

Uptime Guarantee: Target availability is 99.95%. Availability below 98% in any month constitutes a Material Breach of Contract.



EOI No: STF/EOI/005/2026

Date of Issue: 23 Jan 2026

Part 2: Forms

Form A - Specific Experience

(Provide details of past orders relevant to Quantum Technologies/Optical Networking)

No	Project Deliverables	Ordered By	PO No, Date, Cost	Date of Completion
1				

Form B - Skilled Workforce

(Provide details of manpower in Quantum Physics, Optics, FPGA, Software, etc.)

No	Type of Manpower	Educational Qualification	Minimum Experience
1			

Form C - Willingness Certificate

(To be submitted on Company Letterhead)

To: The CEO,
IITM CDoT Samgnya Technologies Foundation

Ref: STF/EOI/004/2025

Dear Sir,

We hereby confirm that we have examined the EOI , Interoperability document and agree to all terms and conditions of the EOI.

(Signature of Applicant Head)



Form D - Summary Sheet: Organization Structure / Legal Status /Current Contract Commitments / Works in Progress:

The Applicant firm shall submit with EOI, the organization structure, legal status of the applicant, place of Registration, principal place of business and brief on business activities undertaken by the applicant, the ownership details, shareholder pattern, details of manpower viz. discipline and geographical location wise permanent manpower strength for providing support in execution of proposed project, names and addresses of the present Directors and the Senior management and such other relevant details as the Applicant may like to share in the following order.

1) Corporate

2) Corporate Structure

3) Share holding pattern and Major Investors

i) The share holding pattern of the firm

ii) The detailsof majority shareholder and top 5 shareholders

iii) Details of all direct or indirect foreign shareholders including foreign entities ,having more than 5% stake.

iv) Any director indirect share holders of a country sharing land border with India

4) Applicant's Technical Capacity (State total number of professional staff indicating each Individual's experience/ qualification)

5) Applicant's Facilities and Experience in Proposed Scope of Work

6) Applicant should provide information on their work performed in the last _3_ years and also the current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received , or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued in the following format.

Year	Project Name/Client	Contract No. & date	Value of Contract	Stipulated Period of Completion	Actual date of completion

7) Existing Quality Assurance Practices and Standards being followed by the Applicant during design, manufacturing and testing.

Form E - Financial Capability

- The Applicant shall furnish complete audited annual financial year statements for last 03 years including balance sheets, profit & loss account statement, Audit Reports and all other schedules of immediate preceding financial year, self-certification of being not under liquidation, court receivership or similar proceeding.
- In case the Applicant happens to be startup, they are required to submit the audited annual-financial statements if they are more than one year old.

Form F - Litigation History

(Details of any litigation/arbitration in the last 5 years)

Applicants should provide information on history of Court litigation or arbitration proceedings resulting from contracts executed in the last Five years or currently under execution. The information should also be provided for any significant sub-contractors.

Year	Decree/Award for or against Applicant or Arbitration Proceedings are Ongoing	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value)



Compliance

Appendix A:

Eligibility Criteria For Pre-Qualification:

The firm is required to meet ALL of the following mentioned criteria for Pre-Qualification. Registered Indian private company (Start-ups, MSMEs, and large industry) only are eligible to respond to this EOI.

Experience and Capacity

Experience in quantum technologies: The firm should have research or management personnel who have developed at least one product which can be used in quantum technology experiments or experience in experimental quantum technology.

Or

The Applicant should have developed a product in Quantum Technologies or should have received an order to develop a product

- Prior execution of R&D projects.
- Patents/IP in optics, lasers, Quantum communication, or relevant technologies.
- Skilled manpower in photonics, Quantum physics, electronics, embedded systems

No	Criteria	Weight age
1	Experience in quantum technologies	40 %
2	Prior execution of R&D projects	20 %
3	Patents/IP in relevant tech.	20 %
4	Skilled manpower	20 %

The qualifying score will be decided by the evaluation committee.

Submission Requirements

Interested companies must submit the following information:

- Company Profile: Year of incorporation, ownership details, MSME/start-up certificates



EOI No: STF/EOI/005/2026

Date of Issue: 23 Jan 2026

- Key technical and manufacturing capabilities: Relevant Experience, Past projects in quantum technologies or related high-technology domains, Details of collaborations with R&D labs, government, defense, DRDO, or academia
- Technical Expertise and Infrastructure: Available laboratories, equipment, clean room/photonics facilities, Skilled manpower profile in the relevant area
- Contact Details: Name, designation, email, phone number of authorized representative.



Appendix B: Mutual Non-Disclosure Agreement (Template)

NON DISCLOSURE AGREEMENT

(will be executed post the acceptance of EOI)

MUTUAL NON-DISCLOSURE AGREEMENT

This Confidential Non-Disclosure Agreement (the "Agreement"), effective as of ____ (the "**Effective Date**"), is entered into by and between the following parties ("Parties")

IITM CDOT SAMGNYA TECHNOLOGIES FOUNDATION, a not-for-profit company duly incorporated and registered under Section 8 of the Companies Act, 2013, as a specialized entity hosted by the Indian Institute of Technology Madras (IIT Madras), bearing Corporate Identification Number (CIN: U72100TN2024NPL175640), and having its principal registered office and place of business located at D-103, First Floor, Block D, Kanagam Road, IIT Madras Research Park, Taramani, Chennai - 600113, Tamil Nadu, India. This entity is duly represented herein by its Chief Executive Officer (CEO), Mr. Ravindra Barlingay, who is fully authorized by the Board of Directors or equivalent governing body to bind the organization through his signature, actions, and commitments in accordance with the memorandum and articles of association of the company (hereinafter referred to as "Samgnya"), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include and encompass its successors-in-interest, legal heirs, administrators, designates, affiliates, subsidiaries, and any permitted assigns.

AND

[Other Party details along with party name, representative name & designation, CIN no., address]

'Samgnya' and the other party are individually referred to as 'Party' and collectively referred to as 'Parties'.

RECITAL:

1. WHEREAS, IITM CDOT Samgnya Technologies Foundation (Samgnya) is established as a Section 8 not-for-profit company under the Companies Act, 2013, functioning as the designated National Hub for Quantum Communication, an initiative spearheaded, funded, and supported by the Department of Science and Technology (DST), Ministry of Science and Technology, Government of India, under the ambit of the National Quantum Mission (NQM) as per the guidelines and objectives outlined in the NQM framework notified by the Government of India. The role and mandate of Samgnya include, but are not limited to: (i) serving as a central hub for coordinating national efforts in quantum communication technologies; (ii) imparting specialized, high-quality training programs, workshops, certifications, and skill development initiatives in quantum technologies to students, researchers, industry professionals, and other stakeholders to build a skilled workforce; (iii) conducting advanced, cutting-edge research and development in areas such as quantum communication protocols, quantum key distribution (QKD), quantum networks, quantum computing, quantum sensing, quantum cryptography, entanglement distribution, quantum repeaters, post-quantum security, and allied interdisciplinary fields; (iv) enabling, promoting, facilitating, and incubating innovative quantum technologies, products, processes, and startups through mentorship, infrastructure support, seed funding facilitation, prototyping assistance, and ecosystem building; (v) facilitating the translation, transfer, and commercialization of research outcomes, inventions, and technologies developed at IIT Madras or through collaborative efforts into practical, scalable applications for industry, defense, healthcare, telecommunications, finance, and societal benefits; (vi) fostering multi-stakeholder collaborations with academic institutions, government bodies, public sector undertakings, private corporates, industries, research organizations, international partners, and non-governmental entities to create a vibrant quantum ecosystem; (vii) organizing national and international workshops, seminars, conferences, symposia, hackathons, webinars, and outreach programs to disseminate knowledge, raise awareness, and promote adoption of quantum technologies; (viii) securing, managing, and deploying funding from government grants, corporate sponsorships, philanthropic contributions, public-private partnerships, and other sources in



compliance with the Foreign Contribution (Regulation) Act, 2010 (FCRA), if applicable; (ix) ensuring strict adherence to national policies, ethical standards, data protection norms under the DPDPA, 2023, intellectual property laws, export control regulations under the Foreign Trade (Development and Regulation) Act, 1992, and environmental, social, and governance (ESG) principles to contribute to India's Atmanirbhar Bharat (self-reliant India) initiative in emerging technologies; (x) monitoring, evaluating, and reporting on the progress of quantum initiatives to relevant authorities; and (xi) undertaking any other activities incidental or ancillary to the above mandate as approved by its governing body.

2. WHEREAS, **[Background/ Recital for the other party]**

3. Samgnya aims to collaborate with _____(other party) to investigate the commercialization potential of specific solutions related to the development of certain QKD nodes, herein referred to as the 'PURPOSE'.
4. Whereas the said discussions involve the transfer and exchange of confidential information by Samgnya called the 'DISCLOSING PARTY' to the (_____) called the 'RECIPIENT' and Whereas the Disclosing party is the owner of such information or holding Intellectual Property Right/s therein, having acquired the same by legitimate and legal means and as such is entitled to protection of such rights and Whereas the Receiving party is under obligation to ensure such protection.
5. Either party may either disclose or receive confidential information to/from the other, depending upon the specific context and circumstances governing the said discussions. NOW THEREFORE in consideration of the said premises and mutual obligations described hereinafter, the said Parties hereby covenant and agree as follows:

1. KEY DEFINITIONS.

1.1 **"Purpose"** means the discussions pertaining to the **[mention the area of engagement]** specified herein above.

1.2 **"Confidential Information"** means any and all information disclosed in connection with the Purpose, including but not limited to, data or other



information relating to products, plans, processes, pricing, know-how, design specifics, formulas, developmental or experimental work, computer programs, customer lists, roadmaps, development schedules, business plans, marketing plans, financial information or other proprietary material, whether disclosed in writing, orally, visually or by allowing observation or inspection. Further, to qualify as Confidential Information, the above information must be (i) marked "Confidential" or with a similar marking, or (ii) if it is disclosed orally, visually or in other non-tangible form, identified as confidential at the time of disclosure, and subsequently reduced to or summarized in writing provided to Recipient within 30 days after the disclosure, with "Confidential" or a similar marking. For avoidance of doubt, "writing" in this clause includes electronically and electromagnetically stored forms.

1.3 "**Discloser**" means either party, making a disclosure of Confidential Information.

1.4 "**Recipient**" means either party, receiving Confidential Information.

2. **Exchange of Confidential Information.**

2.1 The duration during which Confidential Information may be disclosed and discussed for the Purpose will begin on the Effective Date and last for (5) **five years** ("Period"). This Agreement will remain in effect for an additional (1) one year after the end of the Period.

2.2 **Disclosure.** During the Discussion Period, Discloser may, to the extent Discloser deems necessary or advisable for the Purpose, disclose its Confidential Information to Recipient. However, nothing in this Agreement obligates either Party to disclose any specific information at any specific time.

2.3 **Continuing Provisions.** For avoidance of doubt, expiration or termination of the Discussion Period merely terminates further exchange of Confidential Information and discussion for the Purpose under this Clause 2 and shall not affect the effectiveness of the other provisions of this Agreement.

3. **Protection of Confidential Information; Exclusions.**

3.1 **Confidentiality:** Recipient agrees to use at least the same degree of care in safeguarding the Discloser's Confidential Information that it uses to protect its own confidential information, which shall in no event be less than a reasonable standard of care considering the nature of the Confidential Information. Recipient shall not, without prior written consent of Discloser, disclose the Discloser's Confidential Information to any person or entity except its employees, officers, and directors (collectively referred to as "**Employees**") who have a need to know, if each of the said disclosures may



be made only during the Discussion Period.

- 3.2 **Limitation on Use**. The Recipient may use the Discloser's Confidential Information only to carry out the Purpose and only during the Discussion Period and shall not use nor copy or use it for any other purposes or beyond the Discussion Period.
- 3.3 **Requirements for Staff**. As a condition to access to the Discloser's Confidential Information, each of the Recipient's Employees shall be bound to the same obligations as set forth in this Agreement, as if he/she were a Recipient. The Recipient shall take best efforts to ensure that each of its Employee(s) complies with any of the said obligations.
- 3.4 **This Agreement**. Neither Party may disclose the existence and content of this Agreement or the fact that the Parties are carrying out the Purpose, without prior written consent of the other Party. However, this clause 3 shall not preclude either Party from disclosing this Agreement and making any assertions to seek remedies and reliefs against the other Party or defending against assertions by the other Party.
- 3.5 **Exceptions**. The obligations and restrictions under this Agreement shall not apply to any information which:
- a. is in the Recipient's possession at the time of disclosure.
 - b. is or becomes part of the public knowledge not because of any action or inaction of the Recipient.
 - c. is rightfully received by the Recipient from a third party without any obligation of confidentiality.
 - d. is disclosed by Discloser to a third party without any obligation of confidentiality.
 - e. is independently developed by Recipient without use of the Confidential Information; or
 - f. is approved for release with prior written consent of Discloser.
- 3.6 **Governmental Request** :Notwithstanding any provisions in this clause 3, if required by judicial or governmental authorities, Recipient may, to the minimum extent, disclose to those authorities Discloser's Confidential Information, existence and content of this Agreement and the fact that the Parties are carrying out the Purpose, provided that (i) Recipient shall immediately notify Discloser, and (ii) Recipient shall make reasonable efforts



to secure confidential treatment by those authorities.

4. Return, Destruction and Retention:

Upon expiration or termination of Discussion Period or upon request by Discloser at any time, Recipient shall return or destroy all the Discloser's Confidential Information permanently from any computer disk or other devices containing confidential information(including its copies), provided that Recipient may retain it in a confidential and restricted manner solely for archival purpose. The recipient shall ensure that the confidential information will not be copied or reproduced or transmitted by any means and in any form whatsoever (including in an externally accessible computer or electronic information retrieval system) by the recipient or its representatives without the prior written permission of the disclosing party. For avoidance of doubt, the measures set forth in this clause shall not release Recipient from its obligations and restrictions set forth in clause 3.

5. Ownership and Rights.

5.1 **No License.** Except as expressly provided in this Agreement, nothing contained in this Agreement shall be construed as granting or conferring any rights, licenses, or relationships by the transmission of the Confidential Information.

5.2 **Ownership and Use by Discloser.** As between the Parties, all Confidential Information shall remain the property of Discloser. Recipient agrees not to (attempt to) alter, modify, disassemble, reverse engineer, or decompile any of the Confidential Information, unless permitted in writing by the Discloser.

6. Disclaimer.

No warranties, express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement, are made by either the discloser under this agreement. Any information exchanged under this agreement is provided on an "as is basis".

7. General.

7.1 **Reference by a Final Agreement.** Nothing in this Agreement shall obligate either Party to enter any business relationship as a result of pursuit of the Purpose. However, if the Parties enter into such a relationship and the final agreement incorporates this Agreement by reference, then the Purpose shall be automatically redefined so that the Parties may use Confidential Information in achieving the objectives of that final agreement.

7.2 Injunctive Relief. It is acknowledged by the Parties that, if Recipient fails to comply with any of its obligations under this Agreement, Discloser will suffer immediate, irreparable harm due to the unique nature of the Confidential Information, and that monetary damages will be inadequate to compensate Discloser for any such breach. Accordingly, each Party may enforce this Agreement by seeking injunction, interdict, or other similar remedies, in addition to any other available legal remedies. The entitlement to reasonable attorneys' fees and all costs incurred in enforcing this Agreement shall be as per the order/decision/decreed/award/judgement by any court of law.

7.3 Termination:

- a. Either party may terminate this arrangement upon notice of 30 calendar days in writing or after occurrence of any of the events specified in paragraphs below:
- b. If either party does not remedy a failure in the performance of its obligations under this Agreement, within 30 days of being notified of such a failure, or within such a further period as Samgnya may have subsequently approved in writing.
- c. If as the result of any Force Majeure Event, the Parties are unable to perform a material portion of its obligations for a period of more than 30 days, unless otherwise agreed between the Parties.
- d. The termination of this agreement will not prejudice or affect in any way the rights and benefits, or liabilities and duties imposed on the parties of this agreement.

7.4 Dispute Resolution.

- a) In the event of any dispute between the parties, in the first instance, it shall be resolved mutually by a discussion between the authorized representative of Samgnya and the [other party] or their respective nominees.
- b) If the dispute cannot be resolved within [30] days from the date the dispute arises, it shall be referred to arbitration.
- c) The Parties will mutually agree to appoint a sole arbitrator.
- d) The Parties agree that the arbitration proceedings will be conducted at Chennai and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, and its subsequent amendments.

- e) The language of arbitration shall be English
- f) The seat and venue of the arbitration shall be in Chennai, India.
- g) The cost shall be borne equally.

7.5 **Governing Law & Jurisdiction.** This agreement shall be governed by the Laws of India and subject to the arbitration clause. The Courts at Chennai shall have exclusive jurisdiction in all matters concerning this Agreement including any matter arising out of the arbitration proceedings or any award made therein.

7.6 **Entire Agreement; Amendment.** This Agreement sets forth the entire understanding between the parties concerning the treatment of Confidential Information; it supersedes all other oral or written representations and understandings. This Agreement may be amended or modified only in writing signed by the duly authorized representative of both the Parties.

7.7 **No Waiver.** The failure to enforce any right shall not be deemed a waiver of such right or any other right, including the right to remedy a subsequent breach of the same obligation.

7.8 **Headings.** Headings have been included for convenience of reference only and are not part of this Agreement.

7.9 **Agreement Scope.** This Agreement shall govern the recipient to the extent that the received confidential information is concerned, but shall not bind any individual, division or entity who has had no access to it. This Agreement shall not limit (i) independent development by Recipient of any technology and/or products involving technology or information of a nature similar to the received Confidential Information, unless such development is done by breach of this Agreement, and (ii) either Party from entering into any business relationship with any other parties.

7.10 **No Agency, Partnership, etc.** This Agreement shall not be construed as creating employment, consortium, agency, partnership, distributorship, joint venture or other business relationship between the parties or their representatives.

8. **Assignment:**

Parties shall not assign, sub-contract, transfer or delete the rights, duties, or obligations under this Agreement without the prior written consent of the other Party in writing.

**9. Costs:**

Except as the parties may otherwise agree in writing, each party will bear its own costs in connection with the activities undertaken in relation to this agreement. This agreement is signed for the mutual Benefit of both the parties and in consideration sharing of confidential information by the disclosing party and receiving party keeping the same as confidential

10. Severability:

If any provision (or part thereof) or this agreement is to be a violation of any applicable law, the same shall be deemed to be deleted from this agreement shall remain in full force any effect if such provision (or part thereof) had not originally been contained in this agreement. Notwithstanding the foregoing, the parties shall negotiate in good faith to agree on the terms of a mutually acceptable provision in place of the provision so deleted.

11. Force Majeure:

Neither Party shall be responsible for failure to fulfill any obligation for so long as, and to the extent to which, the fulfillment of such obligation is impeded by a Force Majeure Event, such as but not limited to acts of God, war, natural calamities such as flood, earthquakes, etc. And strikes, lockouts, epidemics, pandemics, riots, civil commotion, etc., provided that the Party subject to the Force Majeure Event:

- a. has promptly notified the other Parties of any circumstances which may result in failure to perform its obligations within one month of such occurrence or cessation;
- b. could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event occurred, it ought reasonably to have taken, but did not; and
- c. uses its best endeavors to minimize the adverse consequences that any failure in performance of its obligations might have, and to return the performance of such obligations to normal as soon as possible.
- d. If the force majeure conditions continue beyond six months, the signatories shall then mutually decide about the future course of action.

**12. Indemnification:**

No Party shall be liable to indemnify or pay damages to the other Party, its officers, directors, employees or agents from and against any liabilities, costs and expense incurred or suffered, or to be incurred or suffered by the other Party that arise out of or relate to or result from any breach or termination by either Party of any of the provisions of this Agreement.

13. Notices:

Any notices to be given hereunder by either Party to the other may be effected either by personal delivery or by email, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the respective Parties at their addresses mentioned below, but each Party may change that address by prior written notice in accordance with this paragraph.

	If to IITM CDOT SAMGNYA TECHNOLOGIES FOUNDATION (Samgnya):	If to [other party]
ADDRESS	D-103, First Floor, Block D, Kanagam Road, IIT Madras Research Park, Taramani, Chennai - 600113, Tamil Nadu, India.	
CONTACT PERSON		

14. EFFECTIVE DATE AND SIGNATURE:

This agreement shall be effective upon the signature/ E-Signature of Parties' authorized officials. It shall be in force from the date of signing this agreement by both parties.

IN WITNESSETH OF THE FOREGOING, the Parties have caused this Agreement to be executed by their duly authorized representatives.



IITM CDOT SAMGNYA TECHNOLOGIES FOUNDATION (Samgnya) Signature: Name: Mr. Ravindra Barlingay Title: CEO Email: ceo@samgnya.in	[Other party] Signature: Name: Title: Email:
---	---



(C) Intellectual Property Framework

Background IP (Existing): Remains the sole property of the contributing party.

Crucial Clause: "Nothing in this agreement shall transfer ownership of Background IP. Each party grants the other a limited, non-exclusive license to use Background IP only as necessary to perform the Joint Development."

Foreground IP (New): This is the IP created *during* the term of the agreement using the resources of one or both parties.

Models for Sharing "New IP" (The "Output") will be subject to an IP sharing agreement," you generally have three structural options.