

This Memorandum of Understanding (MoU) is signed on the **1 December, 2007**, between the Department of Information Technology & Communication on behalf of Government of Rajasthan, and _____ ISP.

Definitions:

Term	Definition
MOU	Memorandum Of Understanding
DoIT & C	Department of IT and Communication, Government of Rajasthan
GoR	Government of Rajasthan
ISP	Internet Service Provider having valid license for the region for becoming partner for Building, Operating and Managing Wi-Fi Services in Jaipur City (to be engaged by e-Mitra society if required)
WiFi	Wireless network using WiFi & WiMAX technologies scalable to standard based prevalent wireless technology(ies)
Hot Spots	Wi-Fi Hotspots to be developed and deployed at major identified locations
Project	Refers to project of making Jaipur a Wi-Fi City
SLA	Service Level Agreement
GoI	Government of India
JDA	Jaipur Development Authority
JNN	Jaipur Nagar Nigam
JVVNL	Jaipur Vidyut Vithran Nigam Ltd
SEZ	Special Economic Zone
VoIP	Voice Over Internet Protocol
BoM	Bill of Material
GAD	General Administration Department, GoR
QoS	Quality of Services as per Industry Standards

Preamble:

Government of Rajasthan (GoR) has decided to enter into MOU with Internet Service Providers (ISPs) for developing and deploying Wi-Fi Hotspots at different locations in Jaipur City on non exclusive basis that would form a strategic backbone infrastructure to the growing competitive IT investment and the digital revolution taking place in the city of Jaipur. As much as providing basic facilities such as drinking water supply, sewerage, power, roads etc, through the ISP, DoIT & C would like to provide Hotspots for stable connectivity and value-added internet services to its citizens and also offer compelling business to attract and sustain major ISP businesses in Jaipur.

Traditionally, wireless networking was developed as an extension to only wired Internet. The proposed Wi-Fi Hotspots at different locations in Jaipur City, however, can be used to simultaneously deliver several services such as Closed-User-Group VoIP, Video-Conferencing, IP Surveillance, Home, Office and Industrial Automation, PDA based services such as E-learning, E-Governance, ERP, Vehicle Tracking, and much more.

After establishing the technology one could expand networks to not only creating city-wide wireless networks but also creating networks for individual system integrations for business house, tourist industry, export houses, jewellery emporiums, educational institutions, townships, SEZs etc. As the technology is scalable and modular to other wireless technologies such as WiMAX, MIMO etc. the networks can be upgraded overnight to include these features.

The ISP has agreed to partner the Wi-Fi Initiative by means of Building, Operating and Managing WiFi network for providing various facilities as listed here in to the citizen of Jaipur City.

Simultaneous to this exercise of executing MoU with ISP, the GoR and DoIT&C are also in a process of finalization of ubiquitous WiFi network through a separate RFP in walled city of Jaipur. Therefore, area covered in the walled city shall not be covered in this MoU and these two networks; the WiFi network made through RFP and the WiFi network created by ISPs through MoU shall have be integrated.

General Conditions:

1. THE RELATIONSHIP

- 1.1. GoR, DoIT & C and ISP will be the partners in an endeavour to provide Wi-Fi network to the citizens in an efficient and transparent fashion. All the partners would join hands to do whatever is required to make the effort a success.
- 1.2. All the future modalities as approved by the Government of Rajasthan will be applicable on all the parties to this MoU.
- 1.3. This MoU will not restrict rights of any or all the parties to request for change in the relationship even during the tenure of the MoU.

2. REVENUE MODEL

- 2.1. The WiFi network across Jaipur City shall be deployed by ISP out of its own resources based on build, operate and manage (BOM) model.
- 2.2. ISP shall incur all the costs towards survey, study, procuring necessary equipment/resources, commissioning and installing them for operation and to manage the network for services mentioned herein and maintain it for the period mentioned in MoU.
- 2.3. GoR shall in no case bear any expense towards deploying the WiFi network in Jaipur City.
- 2.4. GoR shall in no case be responsible for any penalty or cost of any services or equipment imposed by any other agency/organization.
- 2.5. The ISP shall upgrade the network as and when required as per prevailing technologies to provide better converged services to citizen for which GoR will not provide any financial assistance.
- 2.6. Since the wireless network shall be used by individuals, business houses, tourist industry, export houses, jewellery emporiums, educational institutions, townships, SEZs etc. Therefore, the ISP has to prepare a plan of its own for charging revenue for accessing the network on competitive basis.

3. ROLES AND RESPONSIBILITIES OF GoR

- 3.1. The existing committee constituted to grant free-right-of-way (RoW) under the chairmanship of the Principal Secretary, PWD shall decide on matter related to RoW for the ISP. This permission shall be for a period of 5 years. After expiry of 5 years, decision shall be taken mutually as to whether free-right-of-way shall be continued.
- 3.2. Applications in the regard shall be received and examined by the DoIT&C and forwarded to the above Committee. All attempts shall be made to utilise the existing infrastructure for OFC rather than laying new lines.
- 3.3. GOR will facilitate in getting clearances required from other government offices such as PWD, JDA, JVVNL, JNN, Industries and related agencies.

- 3.4. GoR shall facilitate in making available street light poles to be used by the ISP to install their necessary equipment. Where ever it is possible / permissible, street light poles shall be allotted on first-cum-first-serve basis and one pole shall be assigned to one ISP only. Where new electricity connection required for this purpose, DISCOM shall make available such connection as per their prevailing policy.
- 3.5. The existing policy of JDA/JNN for providing access to private buildings for telecom providers shall be extended to the ISPs for the purpose of establishment of Wi-Fi.
- 3.6. Where private buildings are not available GOR shall provide free access to government buildings to establish equipment required for setting up the Wi-Fi. In lieu of this ISP shall provide free internet connectivity in the office building concerned of a minimum of 64Kbps on shared basis.
- 3.7. A committee comprising the following shall be set up to facilitate the ISP and issue approvals where required in so far as government buildings and electric poles are concerned.
 - Director, IT&C
 - Representative of GAD (officer not below the rank of DS)
 - Representative of PWD (concerned officer not below the rank of SE)
 - Representative of government building where access is required (Nodal Officer)
 - Representative of JVVNL

The Committee shall grant permission on a case by case basis after taking consideration optimal use of existing infrastructure and the justification for setting up new towers. Care shall be to ensure that such towers do not come up in heritage sites.
- 3.8. GOR will be responsible for signing off on all key project deliverables
- 3.9. GOR will periodically review the progress of the engagement.

4. ROLES AND RESPONSIBILITIES of ISP

- 4.1. Signing of MOU with GoR to develop & deploy Hotspots at the major locations in Jaipur City on purely non exclusive basis for a minimum period mentioned herein.
- 4.2. ISP shall dedicate a competent team for deploying, managing, operating and maintaining WiFi network across Jaipur City.
- 4.3. ISP shall be deploying the WiFi network by making survey, equipment/ network Erection and commissioning, managing O&M.
- 4.4. ISP shall prepare site for creation of hot spots at various locations of Jaipur City.
- 4.5. ISP shall restore civil etc. structure at its own cost in case of damages found.
- 4.6. ISP shall use battery backed up / operated WiFi equipment as far as possible to remove dependency over electricity.
- 4.7. Since Jaipur is in process of making all over head electrical wiring into underground cabling system, therefore, the ISP has to immediately remove any equipment installed on these poles on its cost without any delay otherwise GoR/DoIT&C/Executing Agency shall not be responsible for any damage and lost of equipment. The ISP has to make alternative arrangements immediately to provide seamless WiFi connectivity which was discontinued due to poles.

- 4.8. ISP shall be providing a converged network for internet services, IP-telephony, data, voice & video on demand etc. (not limiting to the listed services) subject to the scope of valid license issued to ISP, as per prevalent needs of citizen and GoR.
- 4.9. Each Hot Spot will enable per user ubiquitous wireless connectivity as per industry standards.
- 4.10. Create an extensible, high performance technical architectural Hot Spot infrastructure that will best meet or exceed all the BOM requirements and maintain it for the period mentioned herein.
- 4.11. Analyse and develop future Technical Requirements. According to the technological advancement the ISP has to maintain the network to adapt all such advancement and provide the better envisaged services to citizens.
- 4.12. ISP shall submit PIP (project implementation plan) within 30 days from the date of MoU.
- 4.13. ISP shall insure the infrastructure created against theft, fire, etc. The cost of insurance(s) shall be borne by the ISP.
- 4.14. ISP shall also provide Standards based connectivity to provide seamless integration of any WiFi network created by the GoR or DoIT&C on its own cost.
- 4.15. ISP shall extend full support for Standards based seamless integration with other ISPs (WiFi Service Provider) for authentication, single billing and single sign-on facility. Quality of Service (QoS) shall be governed as per industry Standards.

5. ROADMAP & TIMELINE

- 5.1. The wireless networks to be developed not only be used for Internet but it can be used to simultaneously deliver several other services (partial list not limiting to these only) as mentioned in the scope of valid license issued to ISP:
 - Asset Tracking
 - E-Governance
 - Emergency Management Services
 - Home, Office and Industrial Automation,
 - Inventory based PDA management
 - Location based services
 - PDA based services such as E-learning, E-Governance, ERP, Vehicle Tracking, and much more.
 - Streaming Media Networks for Entertainment and Advertising
 - Surveillance and Security
 - Telemedicine
 - Video-Conferencing etc.
- 5.2. ISP shall be required to deploy WiFi networks for creating Hotspots at the following places/area compulsorily within a period of 5 months from the date of execution of this MoU:
 - Civil lines, Secretariat, Bapu nagar, Gandhi nagar, Gaurav Tower, Viabhav Multiplex (Vaishali nagar), Central spine (Vidyadhar Nagar), University, SMS Hospital, Raja park, Railway Station, Sitapura (Sanganer)

6. LAWS & ACTS APPLICABLE

- 6.1. The ISP has to abide by all the laws of land enacted by GoR and Gol

7. ARBITRATION

- 7.1. If for any reason a breach of this MOU contributes to any loss or damage to either DoIT & C, or to ISP, then Principal Secretary, IT & C, Government of Rajasthan, will take a final decision which shall be agreed to by all the parties to this MoU.

8. DURATION OF MoU

- 8.1. The duration of this MoU is five years from the date of its execution.
8.2. The period may be increased and decrease by GoR at any time.

9. EXIT AND TERMINATION OF MoU

- 9.1. Either DoIT & C or ISP may terminate this MOU with thirty days written notice to the other parties and neither side will be liable for any loss, damages compensation cost or any other expense.
9.2. On non-satisfactory performance of ISP or violation of terms & conditions of MoU, the GoR reserves right to terminate the MoU. In such circumstances, the Principal Secretary, IT & C, Government of Rajasthan, will take a final decision which shall be agreed to by all the parties to this MoU.

10. MISCELLANEOUS

- 10.1. ISP will not make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of GoR.
10.2. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like, without the prior written consent of the other.
10.3. This MoU supersedes all proposals or other prior representations or communications, either oral or written.

Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the others during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.

Signed by



(Sanjay Kumar)
Joint General Manager
Railtel Corporation of India Ltd.

Signed by



(Aparna Arora)
Director & SS
DoIT & C, Government of Rajasthan