



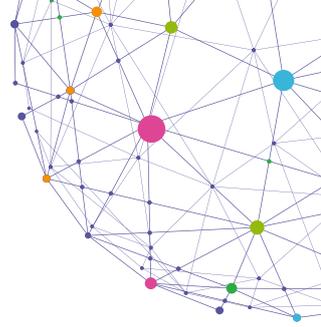
MOSIP PARTNER PROGRAMME GUIDE, REQUIREMENTS LIST & PARTNER AGREEMENT

Version 1.0, 20 April 2021

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Contents

The MOSIP Partner Programme (MPP)



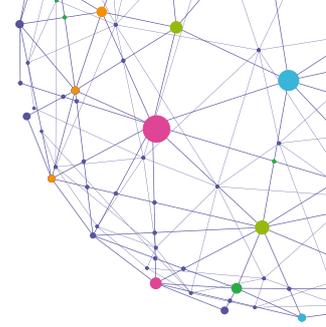
The MOSIP Partner Programme (MPP) was initiated to help stakeholders connect with MOSIP, and become part of an ecosystem invested in building foundational digital ID systems that are trustworthy, secure, efficient, and interoperable, while being customised to specific needs.

The MPP helps create, build, and sustain relationships with stakeholders in an ever-expanding industry of digital technology. It will be supported by a robust and systematic framework that will open up opportunities for knowledge transfer and community events, including webinars and conferences. It will also help stakeholders submit requests to enable and augment releases through timely interventions such as bug fixes.

Through this MOSIP Partner Programme Guide, Requirements List & Partner Agreement (hereinafter referred to as “Programme Guide”), we invite potential partners to join hands with us, through the MPP. This document provides all the information and guidelines on the process to be listed as a MOSIP Partner. It also includes details on a host of benefits that partners are privileged to enjoy as part of the MPP, once they are successfully enlisted.

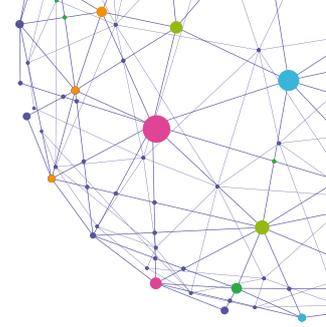
Please Note: *These guidelines and requirements will be periodically reviewed. All MOSIP Partners are required to regularly satisfy updated requirements in order to remain empanelled.*

MOSIP Partner Programme Benefits



1. Ability to use the MOSIP logo, in line with usage guidelines
2. Listing, with name, contributions and capabilities, on MOSIP's website (under 'Resources' >> 'Partners')
3. Global visibility through information-sharing with governments and other user organisations
4. Avenues to publish success stories on MOSIP's communication channels for global audiences as deemed appropriate
5. Members-only, exclusive training by MOSIP's Subject Matter Experts (SMEs)
6. Opportunity to build versions for evaluation for potential platform integration
7. Access to MOSIP architects, based on need
8. Collaboration on the creation of open standards
9. Access to a partner portal where bug fixes and additional features can be requested to be incorporated later as part of the MOSIP platform
10. Invitation to present at conferences hosted by MOSIP or where MOSIP participates

Partner Categories in the MOSIP Ecosystem



1. Commercial or Sales Partners, or Solution Providers

These are MOSIP's prime partners, who must meet the following qualifying criteria:

- a. Sufficient human resources and financial strength to participate in country bidding for identity platform implementation
- b. Ability to bundle components, modules, devices, and integrated solutions
- c. Capacity to stitch deals, end to end, with other technology partners, and own the implementation process completely
- d. Prior experience in implementing large-scale programmes for governments, to reimpose partner credibility among countries

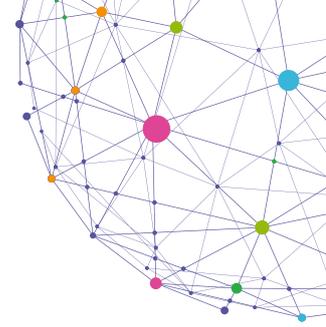
2. Technology Partners or Service Providers

These are partners who must meet the following qualifying criteria:

- a. Capability and expertise in conducting MOSIP product customisation, implementation, integrations, deployment, testing, operations, training, and audit, and providing post-deployment support
- b. Ability to collaborate with commercial partners from a technical perspective in a country bid
- c. Potential to build its own technical competency and act in the capacity of a technology partner

Please Note: A partner registered with MOSIP under the MPP can belong to one or both these categories.

MOSIP Partner Programme Requirements - 2021



Generic Qualifying Criteria

1. Partners should not be blacklisted on any identified database or by any country. The onboarded status will be automatically cancelled if the partner is blacklisted anywhere at any point in time
2. Partners must adhere to MOSIP's general [Code of Conduct](#)
3. Adherence to Mozilla Public License 2.0 is mandatory

As an overarching principle, partners are expected to have a MOSIP-trained team which can clearly demonstrate niche capabilities and unique offerings

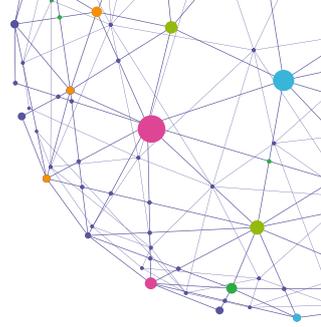
Guidelines for Commercial or Sales Partners

1. Provide necessary proof of successful project implementation for governments
2. At least two people from the partner organisation must be trained by MOSIP on concepts, features, core modules, customisations, and integrations

Guidelines for Technology Partners

1. At least three members from the partner organisation must be trained by MOSIP on concepts, features, core modules, customisation and integration
2. Partners must showcase technical capabilities by deploying MOSIP in a sandbox environment, along with some customisations and integrations as mandated by MOSIP's training team. These should have been validated by MOSIP's Technical Panel.

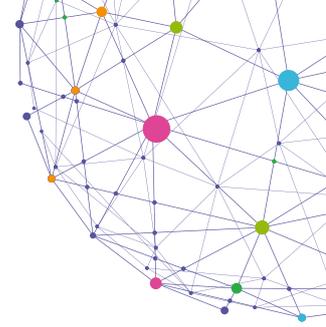
Process to Register as a MOSIP Partner



1. Interested potential partners may write with intent to engage to siengagement@mosip.io
2. Following an evaluation of the engagement request, MOSIP will provide guidance on registering as a MOSIP Partner
3. At this juncture, potential partners will need to submit proof of their compliance with the guidelines outlined in this document
4. A panel from MOSIP will then conduct a complete review and provide necessary approvals, if the potential partner is found compliant
5. The potential partner must then sign a partnership agreement with MOSIP to formalise the relationship
6. Finally, the potential partner will be acknowledged as a MOSIP Partner and will be officially eligible to avail the benefits listed in the Partner Programme 'Benefits' section

Please Note: The agreement will be incorporated by referencing this Programme Guide, which may be updated from time to time. Once made available, every MOSIP Partner must comply with the prevalent version of the Programme Guide. Failure to comply with any of the terms of the agreement, will result in all benefits being withdrawn.

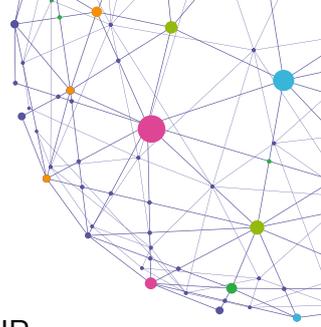
Terms and Conditions for MOSIP Partners



MOSIP Partners may negotiate specific commercial terms with their clients based on their own terms and conditions. However, it is mandatory for MOSIP Partners to communicate their relationship and agreement with MOSIP to their clients. Accordingly, MOSIP Partners must ensure that the following conditions are met in the case of commercial agreements with their clients:

1. MOSIP Partners may not represent or promise warranties on behalf of MOSIP
2. MOSIP Partners may not commit to any obligations on behalf of MOSIP
3. MOSIP will not be liable for any actions or inaction by the MOSIP Partner
4. MOSIP Partners will indemnify MOSIP for any claims related to its actions in its capacity as a MOSIP Partner
5. MOSIP Partners may not represent to clients that the services they provide are necessary to comply with the MOSIP project
6. MOSIP Partners must make their interested clients aware of educational materials and the self-certification process

MOSIP Partner Agreement



This MOSIP Partner Agreement (“Agreement”) is entered into between MOSIP and _____ (“MOSIP Partner”) and is dated as of the date signed below. This MOSIP Partner Agreement includes the MOSIP Programme Guide, which is incorporated in this Agreement by reference.

1. Purpose

This Agreement formalizes the Partner’s acceptance into and participation in MOSIP’s Partner Programme (“Partner Programme”). The MOSIP Partner’s participation in the MOSIP Partner Programme is subject to its compliance with the terms of this Agreement and the Programme Guide.

2. Programme

Subject to the MOSIP Partner’s continuous compliance with the terms of this Agreement and the Programme Guide, which may be updated from time to time, MOSIP hereby grants the MOSIP Partner a non-exclusive, non-transferable, royalty-free, revocable license to use its trademarks for the purpose of identifying itself as a MOSIP Partner of the MOSIP Partner Programme and for the purpose of assisting its clients on complying with the MOSIP Specification, without the right to sublicense. The MOSIP Partner agrees to use the MOSIP trademarks only for the purposes stated in this Agreement, and in doing so, to follow the standards of quality established by MOSIP and to adhere to the trademark usage guidelines found at <https://www.mosip.io/resource/ip-policy-trademark-and-copyright> as amended from time to time and any other trademark terms contained in a Programme document. Any other usage of MOSIP Trademarks is not permitted. The MOSIP Partner will provide MOSIP with representative samples of the use of MOSIP Trademarks contained within any materials including web pages, marketing, advertising, promotional and collateral materials (“Promotional Materials”).

3. Restrictions

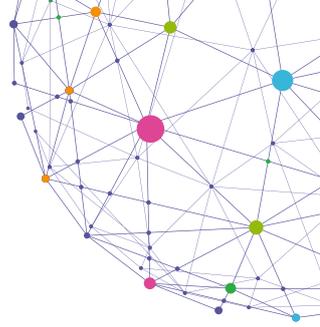
As condition to a Partner's participation in the MOSIP Partner Programme (MPP):

- a. The Partner may not make any representations or warranties on behalf of MOSIP;
- b. The Partner may not commit into any obligations on behalf of MOSIP;
- c. MOSIP is not liable for any actions or inaction by the Partner, or for any payments or obligations owed by the Partner;
- d. The Partner may not represent to any clients that its service is necessary to comply with MOSIP Project; and
- e. The Partner must make an interested client aware of the availability of the MOSIP

4. Contracts with Clients

The MOSIP Partner is free to enter into any terms with its clients, provided that its agreements with its clients are for the purpose of complying with MOSIP. Specifications include:

- f. Express statements and disclaimers consistent with Sections 3(a) - 3(c) above
 - g. Express warranty that the MOSIP Partner will provide the required services in a professional manner
 - h. Express statement that the MOSIP Partner is solely responsible for its actions or inactions under its agreement with its clients.
5. The MOSIP Partner will indemnify and hold MOSIP harmless from any and all liability, losses, costs, damages or expenses, including reasonable attorneys, solicitor's or legal fees and costs, resulting from or arising out of third-party demands or claims against MOSIP relating to any of the MOSIP Partner's actions including, but not limited to, performance or non-performance under this Agreement.



6. Term and Termination

This Agreement is effective as of the date signed below and continues until termination. Either party may terminate this Agreement for convenience by providing a 30-day notice to the other party. MOSIP may terminate the MOSIP Partner Programme at any time upon notice to the MOSIP Partner and without liability to MOSIP Partner. This Agreement will also terminate immediately upon the MOSIP Partner's non-compliance with the terms of this Agreement.

7. Effect of Termination

Upon termination of this Agreement, the MOSIP Partner may no longer use the MOSIP trademarks, logo or branding, nor may the MOSIP Partner identify itself as a Partner of the MOSIP Project and avail of the benefits as mentioned in the MOSIP Partner Programme 'Benefit's section above.

8. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY LAW, MOSIP MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE PARTNER PROGRAMME. THE PARTNER PROGRAMME IS PROVIDED "AS IS." MOSIP ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. The Partner will make no representations or warranties on behalf of MOSIP regarding MOSIP Products or Services in connection with the distribution of the MOSIP Products or Services or otherwise.

9. DISCLAIMER OF DAMAGES

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MOSIP OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR:

- ANY CLAIM BASED UPON A THIRD PARTY CLAIM;
- ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE;

OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF MOSIP OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The MOSIP Partner agrees that he/she is solely responsible for the outcomes from the use of the MOSIP Products and Services.

THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT MOSIP OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. MOSIP AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR THE CONDUCT OF OTHER PARTICIPANTS IN THE MOSIP PARTNER PROGRAMME.

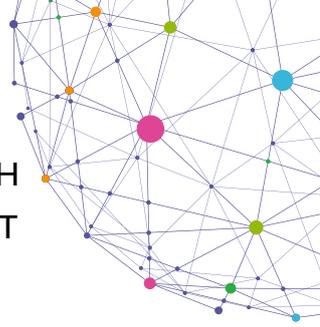
- 10.** MOSIP reserves all rights not expressly granted in this Agreement (including rights under any trademarks, copyrights, patents or other intellectual property of MOSIP).

11. Publicity

The MOSIP Partner will not disclose, market or advertise to third parties, the terms of this Agreement. The MOSIP Partner or MOSIP may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.

12. Confidential Information

The Parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its



rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement.

“Confidential Information” means all information and materials disclosed by either Party to the other that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that:

- i. is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality
- ii. is known to the recipient at the time of disclosure by the disclosing Party without obligation of confidentiality
- iii. is independently developed by the recipient without use of the Confidential Information
- iv. becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information
- v. is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or
- vi. is software code in either object code or source code form that is licensed under an open source license. Except in relation to the Partner’s obligations pursuant to Section 12.1, both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.

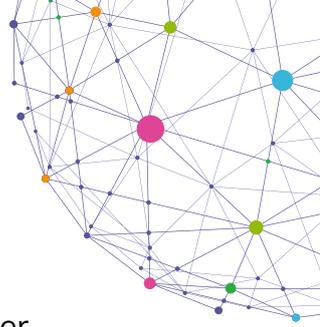
13. Miscellaneous

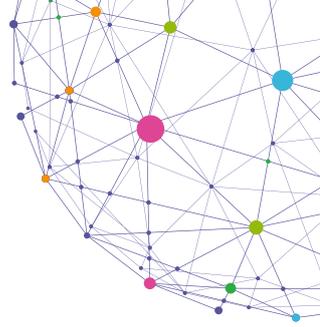
a. Governing Law and Venue

This Agreement shall be governed by and construed according to the laws of the Republic of India. All disputes, differences or

questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within sixty (60) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of arbitration shall be in Bangalore, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Subject to the provisions of the Arbitration and Conciliation Act 1996, MOSIP may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

- b. All legal notices must be in English, in writing, and addressed to the other party's primary contact, which for MOSIP is legal@mosip.io and for MOSIP Partner is [PARTNER'S EMAIL ID].
- c. Any amendment must be in writing and signed by both Parties. This agreement does not confer rights on any third-party beneficiaries.
- d. The term "MOSIP Partner" is used as a convenience and does not imply a legally-constituted partnership between the parties.
- e. This Agreement sets out all terms agreed between the Parties.





AGREED/DATE (DD/MM/YYYY):

MOSIP

On behalf of MOSIP

Name:

Title:

Date:

MOSIP Partner

[BUSINESS NAME]

Name:

Title:

Date: