

# Data Sharing Policy for BESCOM – Version 2

## Data Sharing Policy for BESCOM

### Introduction

Bangalore Electricity Supply Company Limited (BESCOM), an electricity distribution company under Government of Karnataka with an objective to provide uninterrupted and quality power, focuses on providing better services to its consumers. Owing to rapid changes in the field of Technology, BESCOM is imbibing such services by adopting various initiatives in its business operations. As a result, a huge amount of data pertaining to consumers (Personal & transactional), operations (Assets, Energy flow, GIS etc.), administration (Budgets, expenditures, Projects, agreements, Resources, financial etc.) and other business processes (New connections, Services, consumer grievances etc.), Information Technology (IT)/ Operations Technology (OT)/ Internet of Things (IoT) equipment/devices etc. is generated and available with BESCOM. This data is required to be shared with Government departments / Service providers / Research institutions / Academia etc. for various purposes to meet their requirements as well as BESCOM's own interest and hence policy is to be formulated for the specific data to be shared under strict adherence to the guidelines set in this policy.

The National Data Sharing and Accessibility Policy (**NDSAP**, 2012) was formulated by Department of Science and Technology, Government of India, to facilitate sharing of data by government agencies that develop and collect data using public investments. The concluding remarks of NDSAP set the tone for this policy:

*“For data to be reused, it needs to be adequately described and linked to services that disseminate the data to other researchers and stakeholders... It is necessary to develop institutional repositories, data centres on domain and national levels that all methods of storing and sharing have to exist within the specific infrastructure to enable all users to access and use it”.*

The draft report on “A Free and Fair Digital Economy & Protecting Privacy, Empowering Indians” submitted by Committee of Experts under the Chairmanship of Justice B.N. Srikrishna is also referred wherever applicable.

Thus, BESCOM has formulated this Data sharing policy to enable access to its data both in soft and hard formats, while protecting the confidentiality and respecting the privacy and security of its consumers/assets with below guidelines:

### Definitions:

- **Data-** Data means a representation of information, numerical compilations and observations, documents, facts, maps, images, charts, tables and figures, concepts in digital and/or analog form.
- **Data Archive** - A place where machine-readable data are acquired, stored, manipulated, documented, and distributed to others for further analysis and consumption.
- **Data Generation** - Initial generation / collection of data or subsequent addition of data to the same specification.
- **Data set** - A named collection of logically related features including processed data or information.
- **Geospatial Data** - All data which is geographically referenced.
- **Geodetic Data** - Datum and Co-ordinate system having set of reference points used for locating places on the earth.
- **Information** - Processed data.
- **Metadata** - The information that describes the data source and the time, place, and conditions under which the data were created including definitions, naming conventions and method of collection . Metadata informs the user of who, when, what, where, why, and how data were generated. Metadata allows the data to be traced to a known origin and know quality.
- **Standards** - Any application or document that embeds data handling functions (e.g., data collection, management, transfer, integration, publication, etc.) and operates on data in a manner that complies with data format and data syntax specifications produced and maintained by open, standards bodies.

APPROVED BY BESCOM

### 1. Principles for creation of policy

The policy formulation is based on the principles mentioned below:

**a. Compliance with the law and principles applicable to public data:** As a Government Utility, BESCO is under legal obligation to make available some of its data in the public domain. Considerations of privacy and security of the consumers/assets will guide the disclosure of any information to the public, or to any other requesting party. The principles set-forth in this policy are in accordance with NDSAP.

**b. Data sharing form/mode:** Data can be shared either in soft or hard format.

The Soft copy of the data can be shared as-is in open and industry-standard format like csv, excel, pdf or any available format through e-mail, Application Programmers' Interface (API), Secure File Transfer Protocol (SFTP) or any other mode. BESCO will not change the format or projection or mode to meet the specific needs of recipient.

Wherever the data is not available in the soft form, the hard copy of the same can be shared duly following the guidelines set-forth in this policy.

**c. The use of data to improve efficiency of Services:** Data can be shared with the objective of improvising the efficiency of services of BESCO.

**d. Use of data for innovation and creation of services that are complementary to BESCO's offerings.**

**e. Data Monetization:** Sharing of data to obtain quantifiable monetary benefit to BESCO. However, where BESCO considers it prudent and desirable, data may be shared gratis

### 2. Types of Data

**a. Open data:** Non-private, Non-restricted and Non-confidential data which is available without any restrictions on its usage or distribution such as Tariff, Electricity acts, rules and regulations, data available on BESCO website etc.

**b. Sharable Data:**

The data shall be shared after executing Non-Disclosure Agreement (NDA) following the guidelines set forth in the policy.

## Data Sharing Policy for BESCOM – Version 2

- (i) **Restricted/Private/Confidential Data** - Data which is held privately by BESCOM and deemed not to be publicly available. This also includes the data which is directly or indirectly attributable to employees /service providers/ consumers of BESCOM which BESCOM has deems to keep them confidential and private and not to be disclosed in public.
- (ii) **Sensitive data** - Sensitive data as defined in various Acts and rules of the Government of India. The sensitive data shall be appropriately anonymized while sharing with recipients such that the identity of any individual/company is not revealed other than service providers under contractual obligations with BESCOM. Going forward, the mechanism for such anonymizing or sanitizing shall be included in the meta data.

The following are declared as Sensitive data by BESCOM:

### i. Personally Identifiable Data (PID) of consumer/employees

Referring to the Justice B N Srikrishna Committee report, the following are declared as Personally Identifiable Data (PID) by BESCOM:

- Personal Identifiers like government issued identity card details, Contact details etc.
- Passwords
- Address/Geo-location data
- Financial data;
- Biometric data;
- Religious or political beliefs or affiliations.

### ii. Geo-spatial data of assets and consumers.

### iii. Architectural details of IT/OT/IoT systems.

- c. **Non-sharable Data** - Data which is deemed to be part of the negative list declared by BESCOM in accordance with NDSAP. At present, Geodetic data, Aerial photographic data, Defence Service maps, Raster maps and Satellite data are declared by BESCOM as non-sharable data and shall not be shared under any circumstances.

- d. **Telemetry data:** Open, restricted or sensitive data collected by telemetric devices, sensors, actuators or any remote communicable devices.  
Eg: Data obtained from SCADA, DAS and other OT/IoT systems etc.

## 3. Usage and Users

The data shall be used for the following purposes:

- a. **Dissemination** – Websites / portals / businesses can relay this data for further dissemination.

- b. **Research & Development** – The data can be used to create newer services / projects and features for the overall benefit of the consumers of BESCO.
- c. **Academic Studies** – The data can be used for academic studies, big data researchers, and experts in similar other domains.
- d. **Strategic Designing** – The data can be used for framing public policies and in developing strategic plans for the provisioning of electricity services.
- e. **Operational Planning** – The data can be used for day to day monitoring of the electricity supply and demand situations of BESCO.
- f. **Development of complementary services** – Services that are commercial or otherwise that complement BESCO's existing services.
- g. **Monetization:** Obtain quantifiable economic benefit to BESCO.

Categories of users:

- a. **Government Departments / Utilities** – Data can be used for creating/ augmenting and improving infrastructure in their departments/utilities.
- b. **Public sector / private utilities / Research institutions** - Data can be used for research/development/design of new products/solutions.
- c. **Educational institutions & Academic Bodies** – Data can be used for the purpose of study and research.
- d. **Service providers** – The service providers who are engaged by BESCO can use the data for the purpose of implementation of projects/services.
- e. **Data Sharing Platforms** – Such websites and portals can use the data for delivering services such as customer redressal, emergency services.

#### **4. Categorization & Processing of Requests for Data Sharing**

Any individual or organization can submit a request for the data (as per the format specified in Annexure-1); however, each request shall be deliberated and approval shall be obtained from the management. Subsequent to the approval, Non-disclosure Agreement (as per the format specified in Annexure-2) shall be executed with the recipient duly incorporating the terms and conditions on usage of data before sharing the data. Given the interest expressed by the recipient in obtaining the data, the process of evaluating requests for data sharing must be efficient and transparent, and in full adherence to the principles.

The data shared by BESCO with recipient shall be used by the recipient on their own infrastructure; and the recipients are required to explicitly acknowledge and attribute BESCO as the source of their information, including in such activities that involve further dissemination of data. The attribution shall be made with sufficient disclaimers.

### **5. Infrastructure for Data Sharing**

Whenever a request is made, the concerned department of BESCO shall assess the impact of provisioning the data, in order to ensure that there will be no adverse consequences on its operations. BESCO's real-time operational IT infrastructure shall not be utilized to directly service the requests for data.

### **6. Restriction on Usage of Data**

The data shared by BESCO with the recipient shall be used for the intended purpose duly complying the following:

- a) The intended purpose with details on usage of data shall be made known to BESCO while requesting the data..
- b) In case, the data is sensitive, the data shall be shared with a usage restriction that, such data shall be used for the direct/indirect purpose or benefit of BESCO, and not the purpose / benefit of receiving party alone.
- c) The subsidiary benefit or service derived from direct or indirect use of data shall not infringe on any Intellectual Property/ trademark / copyrights, either in India or any other parts of the world.
- d) The cost incurred for use of the data and any derived service shall be borne by the recipient.
- e) The recipient shall not further disclose any such data received by them to any third party without the prior written approval of the Disclosing party other than the third party engaged by the receiving party who require such data to perform services. Receiving party will be held responsible for any breach of this agreement by the third party.
- f) The recipient shall not re-distribute/re-sell the data to any other party and shall not claim any sovereign rights over the data or the instruments / mechanisms used to generate / gather the data.

### **7. Liability**

- a. BESCO intends to share this data in good faith, and believes that the recipient of the data will put the information to proper use. To this extent, BESCO will use all means at its disposal to ensure that the recipients declare their intended purpose of data use, and also commit to using data for no other purpose than what is disclosed in the application.
- b. If there is any breach of NDA by the recipient, the dispute resolution clause as stated in the NDA shall be applicable. In case of service providers engaged by BESCO, liability clause as per the tender conditions shall also be applicable.

- c. Notwithstanding these strictures, BESCOM shall not be liable for the validity or use of data by any party; all parties shall indemnify BESCOM from any claims that might arise out of damages because of either intentional or unintentional misuse of data, or because of any operational issues or disruptions that impact organisations and firms that use BESCOM's data for their own purpose.
- d. If at any point, BESCOM is of the opinion that there has been a violation of its policy of data usage, then BESCOM may revoke any rights which it would have granted to the recipient for using its data, while giving adequate justification for such a revocation; the recipient shall be given an opportunity to clarify their position.

### **8. Reciprocity**

BESCOM intends to share the data in good faith; however, in case BESCOM feels that the recipient can ably provide reciprocal support/service/revenue to BESCOM, then BESCOM shall be within its rights to seek such support/service as a reciprocal benefit, for its decision to share the data with the recipient.

### **9. Data Monetization**

BESCOM may share the data to obtain quantifiable monetary benefit from the potential firms. In such case, a separate agreement shall be executed between both the parties on the terms governing the monetary benefits.

### **10. Accuracy of Data**

While BESCOM puts every effort to ensure the accuracy of the data, it shall provide the data AS-IS and provides no assurance on the accuracy of the data. BESCOM shall not be responsible for the inaccuracy/anomalies in the data. It is the duty of the recipient to verify/cleanse the data as per the requirement.

### **11. Officers authorized to share the data**

Officers of the rank of Executive Engineer & above and head of the sections in Corporate office, BESCOM are authorized to enter into a NDA and share the data upon prior approval of management duly complying the guidelines set forth in this policy. Non-adherence to this policy in any manner shall attract disciplinary action.

## Format for Data Request

**Annexure - 1**

### Format for Data Request

1. Name of the Individual/Institute/Service provider:

---

---

---

2. Purpose:

---

---

---

3. Details of data use (Explain how the requested data would be used):

---

---

---

4. Define the data requirement (Mention component on which data required, Geographical area, Time period, Level of data –Aggregate or individual level, Indicators/Variables required, intervals etc.)

---

---

---

---

5. Format (excel/csv/pdf etc..) and mode(API/SFTP etc..) in which data is required:

---

---

---

---

6. Details of third-party if any, engaged by the recipient who will use the data

---

---

---

---

Date:

Signature:  
Name & Designation:  
Institution/Firm:

## **NON-DISCLOSURE AGREEMENT FOR SHARING RESTRICTED/PRIVATE/CONFIDENTIAL/SENSITIVE DATA**

THIS AGREEMENT (the "**Agreement**") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ between **Bangalore Electricity Supply Company Limited (BESCOM)**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at K.R. Circle, Bengaluru-560001, Karnataka represented by the \_\_\_\_\_ ( the "**Disclosing Party**"), and \_\_\_\_\_ (the "**Recipient**" or the "**Receiving Party**") having its registered office at <Receiving party Address> hereinafter referred to individually as "Party", collectively as "Parties".

This agreement is entered into between the parties in accordance with the data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof. The Recipient hereto desires to receive \_\_\_\_\_ <brief description> ("Data") in custody with BESCOM for the purpose of \_\_\_\_\_ <brief description> ("Purpose") vide reference No. <Mention BESCOM's Contract order / Letter / MoU Reference No.>. During the course of this agreement, Disclosing Party may share certain proprietary data with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Definition of Sharable Data**

(a) For purpose of this Agreement, "**Sharable Data**" means

- (i) Restricted/Private/Confidential Data - Data which is held privately by BESCOM and deemed not to be publicly available. This also includes the data which is directly or indirectly attributable to service providers / consumers / employees of BESCOM which BESCOM has deems to keep them confidential and private and not to be disclosed in public.
- (ii) Sensitive data - Sensitive data as defined in various Acts and rules of the Government of India.

The following are declared as Sensitive data by BESCOM:

- a. Personally Identifiable Data (PID) of consumer/employees

The following are declared as Personally Identifiable Data (PID) by BESCOM:

- Personal Identifiers like government issued identity card details, Contact details etc.
- Passwords
- Address/Geo-location data

## Format of Non-Disclosure Agreement (NDA) for Data Sharing

- Financial data;
  - Biometric data;
  - Religious or political beliefs or affiliations.
- b. Geo-spatial data of assets and consumers.
- c. Architectural details of IT/OT/IoT systems.

Sharable data need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated as Sharable data. The Receiving Party acknowledges that the Sharable data is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Sharable data as trade secrets.

(b) The Data which is the subject of this Agreement, has been developed solely for internal use only by Disclosing Party, and Disclosing Party makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Data, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Data provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Data for a particular purpose or use.

(c) The data being shared shall comply with the Data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof and is not part of non-sharable data as per the negative list published in the policy.

(d) Notwithstanding anything stated above, Sharable data shall not include the data which:

- i was known by the Receiving Party prior to receiving the Sharable data from the Disclosing Party;
- ii becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;
- iii is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;
- iv is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of section 4 hereof shall apply prior to any disclosure being made; and
- v is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Sharable data.

## Format of Non-Disclosure Agreement (NDA) for Data Sharing

### 2. Disclaimer, Restrictions and Terms of Data Usage

In obtaining and using Sharable data from BESCO, recipient is agreeing to the following restrictions:

#### **Restrictions:**

The data shared by BESCO with the recipient shall be used for the intended purpose as mentioned in this agreement duly complying the following:

- a. In case, the data is sensitive, the data shall be used for the direct/indirect purpose or benefit of BESCO, and not the purpose / benefit of receiving party alone.
- b. The subsidiary benefit or service derived from direct or indirect use of data shall not infringe on any Intellectual Property/ trademark / copyrights, either in India or any other parts of the world.
- c. The cost incurred for use of the data and any derived service shall be borne by the recipient.
- d. The recipient shall not re-distribute/re-sell, nor perform work the data to any other party and shall not claim any sovereign rights over the data or the instruments / mechanisms used to generate / gather the data.
- e. If any kind of documents is created using this data, recipient will make a note on or within the document that they have received the data from BESCO.
- f. If recipient edits the data to fit its needs, recipient will explicitly list that they have received the data from BESCO, but the recipient alone is responsible for edits or changes.
- g. BESCO shall not be held responsible for any misrepresentation or adjustment of the data through data manipulation, tabular edits or spatial edits.
- h. BESCO shall not be held responsible for inappropriate or incorrect use of this data.
- i. In case if the data pertains to Geographical Information System (GIS) of BESCO,
  - Data is for informational purposes only and should not be used to determine precise boundaries, parcel boundaries, appraisal, engineering, nor legal descriptions. BESCO GIS data shall not be construed or used as an official survey or legal description. Site specific evaluation should be verified by field inspection. Primary sources from BESCO GIS data must be consulted for verification of information contained in the data.
  - BESCO shall not be held liable for any errors in the data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. No representation is made that the features presented accurately reflect true locations.
- j. BESCO's data is deemed reliable but accuracy is not guaranteed. Use of this data should be with acknowledgement of the limitations of the data including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update. It is recipient's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information.

## Format of Non-Disclosure Agreement (NDA) for Data Sharing

- k. BESCOM's data is distributed AS-IS. BESCOM will not change the format or projection to meet specific needs of recipient.

### **3. Disclosure of Sharable Data**

From time to time, the Disclosing Party may disclose Sharable data to the Receiving Party. The Receiving Party will:

- a. limit disclosure of any such data to its directors, officers, employees, agents or representatives (collectively "**Representatives**") by any means whatsoever who have a need to know such Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose.
- b. advise its Representatives of the proprietary nature of the Sharable data and of the obligations set forth in this Agreement and require such Representatives to keep the Restricted / Confidential / Private / Sensitive data Restricted / Confidential / Private / Sensitive.
- c. shall keep all such data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by them in safeguarding its own confidential information; and
- d. not further disclose any such data received by them to any third party (except as otherwise provided for herein) without the prior written approval of the Disclosing party other than the third party engaged by the receiving party who require such data to perform services. Receiving party will be held responsible for any breach of this agreement by the third party.

### **4. Compelled Disclosure of Sharable data.**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Sharable data pursuant to any governmental, judicial, or administrative order, subpoena, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality/sensitivity of the Restricted/Confidential/Private/Sensitive data; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that they shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Sharable data, disclosure of such Sharable data may be made without liability.

## Format of Non-Disclosure Agreement (NDA) for Data Sharing

### 5. **Term.**

This Agreement shall remain in effect for a period of \_\_\_\_\_ months as mentioned in the contract/MoU/Letter. Notwithstanding the foregoing, the parties' duty to hold in confidence the sharable data that was disclosed during the term shall remain in effect indefinitely and the data shall be purged immediately on completion of the term.

### 6. **Remedies.**

Both parties acknowledge that the Sharable data to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of such data would destroy or diminish the value of such data. The damages to Disclosing Party that would result from the unauthorized dissemination of such data would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Sharable data in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

### 7. **Return of Material**

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Sharable data provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Sharable data, in whatever form of storage or retrieval, upon the earlier of

- (i) the completion or termination of the dealings between the parties contemplated hereunder;
- (ii) the termination of this Agreement; or
- (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable them to comply with its document retention policies.

Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying material (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

## Format of Non-Disclosure Agreement (NDA) for Data Sharing

### **8. Notice of Breach.**

- a. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Sharable data by any means whatsoever, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of such Information and prevent its further unauthorized use.
- b. Receiving party if in case is a service provider engaged by BESCO the liability clause as per the respective tender in addition to the arbitration clause stated in this agreement is applicable.
- c. Receiving party shall indemnify the disclosing party from any claims that might arise out of damages because of either intentional or unintentional misuse of data, or because of any operational issues or disruptions that impact organisations and firms that use disclosing party's data for their own purpose.
- d. If at any point, BESCO is of the opinion that there has been a breach of the NDA, then BESCO may revoke any rights which it would have granted to the recipient for using its data, while giving adequate justification for such a revocation; the recipient shall be given an opportunity to clarify their position.

### **9. Modification**

Neither party will be under any legal obligation of any kind whatsoever with respect to a modification by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a modification at any time. If a modification goes forward, the non-disclosure provisions of any applicable modification documents entered into between the parties (or their respective affiliates) for the modification shall supersede this Agreement. In the event such provision is not provided for, in the said modification documents, this Agreement shall control.

This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

### **10. Settlement of Disputes**

Any dispute that arises out of or in connection with the NDA between the parties shall be resolved amicably by the authorised representatives of the parties within 30 days on being referred by either party. In the event of any difference of opinion in this regard, the arbitration shall be referred to the Managing Director, BESCO. Further, In the event of disagreement, the courts of Bengaluru shall have the jurisdiction and Indian laws are applicable. The place of arbitration shall be Bengaluru and the arbitration proceedings shall take place in English Language. The parties shall bear their respective cost of arbitration.

## Format of Non-Disclosure Agreement (NDA) for Data Sharing

### 11. Severability

Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Sharable data, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

### 12. Miscellaneous.

- (a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.
- (b) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- (c) Any notifications or communications to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received in the case of -
  - Personal delivery or electronic-mail, on the date of such delivery
  - Delivery by a nationally recognized overnight carrier, on the third business day following dispatch and
  - Mailing, on the seventh business day following such mailing.
- (d) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.
- (e) The receipt of sharable data pursuant to this Agreement will not prevent or in any way limit either party from:
  - (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or
  - (ii) providing products or services to others who compete with the other.
- (f) This Agreement does not create a joint venture or partnership between the parties.
- (g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

## Format of Non-Disclosure Agreement (NDA) for Data Sharing

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

<p>For and On Behalf of</p> <p><b>Bangalore Electricity Supply Company Limited</b></p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>	<p>For and On Behalf of</p> <p><b>&lt;Receiving party&gt;</b></p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>1. Witness</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>	<p>1. Witness</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>2. Witness</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>	<p>2. Witness</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>
<p>3. Witness in Presence of</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>	<p>3. Witness in Presence of</p> <p>Name:</p> <p>Designation:</p> <p>Address:</p>

