

## **NON DISCLOSURE AGREEMENT**

*<To be executed on a stamp paper>*

This Agreement is executed on..... Day of ..... between **Karnataka Power Transmission Corporation Limited (KPTCL)**, a company incorporated under the provisions of Companies Act, 1956, having its registered office at Kaveri Bhavan, Bengaluru-560001, Karnataka and **<Receiving party>**, registered office at **<Receiving party Address>**. **KPTCL** and **<Receiving party>** hereinafter referred to individually as “**Party**”, collectively as “**Parties**”, as the “**Recipient**” when any Party receives the information from the other Party and as the “**Disclosing Party**” when any party discloses the information to the other Party.

### **Purpose:**

- a. This agreement is entered into in respect of **<Contract order reference>** by **<NDA executing officer of KPTCL >** KPTCL, Bengaluru for **<Purpose/Project/Research/Study>**.
- b. KPTCL wishes the recipient to consider consumer data and other relevant information which is shared for intended purpose as Proprietary and confidential.

### **Confidentiality:**

The Recipient agrees to receive the proprietary Information from KPTCL (referred to as the “**Disclosing Party**”) and treat all such Information as confidential. Such information will be treated confidential if it is in tangible form or is summarized by the Disclosing Party in tangible form, orally, electronically or visually. It is expected that such information need not bear a legend or label of “Confidential” or other similar designation manifesting the intent that it is confidential (“**Confidential Information**”).

For the purpose of this agreement, the term confidential information shall mean and include but not limited to the consumers, KPTCL and any other data provided for the **<purpose>**.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. Recipient agrees to hold all Confidential Information received from the Disclosing Party in confidence without limitation in time. The Recipient understands and agrees that the nature of the information does not permit the unauthorized disclosure of the same at any point of time since the same is highly valuable, sensitive, confidential and personal to the individual concerned. Recipient will use such Confidential Information only for the purpose agreed between the Parties; restrict disclosure of such Confidential Information to its employees which are directly associated with providing such services and who have a need to know and subject them to the same terms and conditions, obligations assumed herein. Recipient will not disclose such Confidential Information to any third party, without the prior written approval of the Disclosing Party, other than the third party Consultants appointed by the Receiving Party, who require such information to perform Services. But the third party consultants shall be subject to similar non-disclosure.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with the highest degree of care as any reasonable person would normally exercise to protect its own proprietary confidential information of a similar nature.
3. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of such information, either intentionally or unintentionally, or without the knowledge of the Recipient.
4. The restrictions set forth in this NDA on the use or disclosure of Confidential Information shall not apply to any information:
  - a) Which after it has rightfully become generally available to the public; or
  - b) Which at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
  - c) Which the Disclosing Party agrees in writing exclusively is free of such restrictions; or
  - d) Which if such information is required to be furnished to any authority, department, office or body by a decree, order or authorization of law. However, in the event such information is sought by the authority/court concerned from Recipient, this

fact shall be promptly intimated to the Disclosing Party, without fail to enable it to exercise its rights available as per law.

### **Arbitration**

1. This agreement shall be governed by the applicable laws in force in India and the courts at Bangalore shall have the exclusive jurisdiction to try and adjudicate any matter arising here from.
2. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be first attempted to be resolved through mutual negotiations within 15 days period on being referred by either party, failing which, the said disputes shall be settled by resorting to arbitration in accordance with the provisions and procedure of The Arbitration & Conciliation Act, 1996. The arbitration tribunal shall be composed of a sole arbitrator to be appointed by the Managing Director, KPTCL or his nominee. There shall be no objection if the said appointee be an employee of the Company. The place of arbitration shall be Bengaluru and the arbitration proceedings shall take place in the English language. The parties shall bear their respective cost of arbitration.

### **Miscellaneous**

1. The terms of this Agreement shall start from the date of its execution by both Parties and will be in existence for a period of **<Period>**. The parties shall be bound for ensuring the confidentiality of any such information shared, disclosed or acquired during the course of execution of services in terms hereof, even after the expiry/termination of the rendering services. However, the parties shall be at liberty to modify the period of this Agreement by mutual consent only.
2. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of the Parties by their respective authorized officers or representatives.

**In witness whereof Parties hereby scribe their respective hands to the above covenants on the Date and Day above mentioned.**

<p style="text-align: center;">For and On Behalf of</p> <p style="text-align: center;"><b>Karnataka Power Transmission Corporation Limited (KPTCL)</b></p>	<p style="text-align: center;">For and On Behalf of</p> <p style="text-align: center;"><b>&lt;Receiving party&gt;</b></p>
<p>Name:</p> <p>Designation:</p>	<p>Name:</p> <p>Designation:</p>
<p>1. Witness in Presence of</p> <p>Name:</p> <p>Address:</p>	<p>1. Witness in Presence of</p> <p>Name:</p> <p>Address:</p>
<p>2. Witness in Presence of</p> <p>Name:</p> <p>Address:</p>	<p>2. Witness in Presence of</p> <p>Name:</p> <p>Address:</p>

## KPTCL Data Sharing Guidelines

### 1. Introduction

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

*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 centers 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 general public, institutions and vendors have begun expressing a keen interest in the data collected by KPTCL. Given the huge volumes of data that are continuously generated by its various systems, KPTCL shall formulate a data sharing policy that is unbiased, transparent and supportive of open innovation. Such a policy will provide a framework for KPTCL to enable access to its data, while respecting the privacy and security of the consumers.

#### 1. **Principles for the Creation of the Policy**

The policy formulation is based on five principles. These are:

1. **Compliance of KPTCL with the law and principles applicable to public data.** As a public funded institution, KPTCL is under legal obligation to put some of its data in the public domain. Around the world, it is an established principle that data created using public resource shall be available to the public. Together, these requirements impose expectations on KPTCL. Considerations of privacy and security of the consumers will guide the disclosure of any information to the public, or to any other requesting party.

*In this regard, all the Personally Identifiable Data (PIDs) and Geo-Spatial data in the Geographic Information System which are deemed to be part of the non-shareable data as per the negative list published in accordance with the National Data Sharing and Accessibility Policy (**NDSAP**, 2012) shall be sufficiently anonymized.*

2. **All data to be shared in an open, industry-standard format.** Formats for data that are to be shared will be available in a meta data catalogue. Provenance of the data will also be available in the meta data.

KPTCL data will be distributed as is through Application Programme Interface (API) or Secure File Transfer Protocol (SFTP) or any other available mode in the available

format. KPTCL will not change the format or projection or mode to meet the specific needs of recipient.

### **2. Types of Data and Users**

**Open data:** Non-privacy-restricted and Non-confidential data. Produced with either public or private resource. Made available without any restrictions on its usage or transmission

**Private data:** Restricted and/or licensed data including permission, privacy, publication and distribution; as well as data that is presently held privately, *which are deemed to be part of the non-shareable data as per the negative list published in accordance with the National Data Sharing and Accessibility Policy (NDSAP, 2012)* and Produced with either public or private resource. E.g. Information about revenue collections, GIS data, Consumers' personal information.

**Sensory data:** Open and/or restricted data collected by sensors, actuators and devices owned by public and private sector, and citizens. E.g. Data obtained from SCADA, DAS and other OT systems etc **(data can be shared only if the data is available in demilitarized zone).**

**Data obtained from citizens:** Data provided, collected and distributed by citizens through the use of digital technologies and social media. E.g. Data shared by citizens on cable cuts, faulty meters, short circuits, open hanging wires and so on.

The data owned/ collected by KPTCL shall be used for the following purposes:

1. **Dissemination** – Websites / portals / businesses can relay this information for further dissemination.
2. **Research & Development** – The data can be used to create newer services / projects and features for the overall benefit of the consumers of KPTCL.

3. **Academic Studies** – The data can be used for academic studies, primarily by engineers, big data researchers, and experts in similar other domains.
4. **Strategic Designing** – The data can be used for framing public policies and in developing strategic plans for the provisioning of electricity services.
5. **Operational Planning** – The data can be used for day to day monitoring of the electricity supply and demand situations of KPTCL.
6. **Development of complementary services** – Services that are commercial or otherwise that complement KPTCL's existing services.

Here are some categories of users, who may find KPTCL data of utility:

1. **Educational institutions & Academic Bodies** – These institutions may source the data from KPTCL for the purpose of study and research. The data can be shared only with the Not-for-profit organizations in India and abroad. In case of foreign Institutions, special deliberations shall be made regarding Non-Disclosure Agreements.
2. **Business firms** – These outfits may use the data to deliver related services to users/customers. Some services can be directed for the welfare of their employees, while others may be directed towards their customers. This also includes the service providers / business firms who are contracted with KPTCL for implementation of projects.
3. **Data Sharing Platforms** – Such websites and portals can use the data for delivering services such as customer redressal, emergency services.

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

Any individual or organization must be free to submit a request for the data; however, each request shall be deliberated and approval shall be obtained from the management. Subsequent to the approval an agreement shall be executed with the requesting party duly incorporating the terms and conditions on usage of data before any data can be shared with the requesting party. Given the interest expressed by various stakeholders in 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 KPTCL with approved applicants may be subsequently shared by the applicants on their own infrastructure; these applicants will be required to explicitly acknowledge and attribute KPTCL as the source of their information, including in such activities that involve further dissemination of data. The attribution shall be made with sufficient disclaimers.

#### ***4. Infrastructure for Data Storage & Sharing***

Whenever a request is made, the concerned department of KPTCL shall assess the impact of provisioning the data, in order to ensure that there will be no adverse consequences. KPTCL's real-time OT/IT infrastructure shall not be used to directly service requests for data; instead, a suitably equipped mirror server shall act upon the request. In the event of significant loads or costs on such infrastructure, the direct users of the data may in turn be required to provide support to others - for example, by setting up a relaying mirror.

A sizing exercise will have to be carried out by competent authorities, before provisioning IT infrastructure for the mirror servers. Procurement of all technologies will follow the guidelines set by the government. In no case, direct access shall be provided to the OT/IT infrastructure of the KPTCL's data.

#### ***5. Limitation/Restriction of Uses***

The data shared by KPTCL with a recipient may be used for any purpose as the recipient might deem fit, as long as it meets the following guidelines:

1. The intended purpose of use for the data is made known to KPTCL in advance, via a detailed description of how the data will be used. KPTCL shall grant an explicit approval for the data's access and usage before the recipient can proceed to retrieve it from KPTCL.
2. The subsidiary benefit or service derived from direct or indirect use of data does not infringe on any IP / trademark / copyrights, either in India or any other parts of the world.
3. The cost incurred for use of the data and any derived service shall be completely borne by the recipient.
4. The recipient shall not re-distribute/re-sale the data to any other party.
5. The use of data will not grant the recipient any sovereign rights over the data or the instruments / mechanisms used to generate / gather the data.

If at any point, KPTCL forms the opinion that there has been a violation of its policy of data usage, then it 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. Under extreme circumstances, such as a recipient becoming capable of damaging the privacy of any individual who uses KPTCL's services, the right to continue using any and all of the data will be immediately revoked.



**6. Liability Clause**

KPTCL 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, KPTCL 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.

If there is any breach of NDA by the business firms, such firms will be treated as per the liability clause of the respective tender.

Notwithstanding these strictures, KPTCL shall not be liable for the validity or use of their data by any party; all parties shall indemnify KPTCL from any claims that might arise because of either intentional or unintentional misuse of its data, or because of any operational issues or disruptions that impact organizations and businesses that use KPTCL's data for their own service delivery.

Any data sharing by KPTCL under this policy shall adhere to this clause.

**7. Reciprocity & Data Monetization**

KPTCL intends to share the data in good faith; however, in case it feels that the recipient can ably provide reciprocal support/service/Monetary benefit to KPTCL, then KPTCL shall be within its rights to seek such support/service as a reciprocal benefit, for its decision to share the data with the recipient. Any intending recipient will have to agree to this clause to receive data from KPTCL.

**8. KPTCL's Commitment to Accuracy of Data**

While KPTCL puts every effort to ensure the accuracy of the data, it shall provide the data as-is and provides no warranty on the accuracy of the data. KPTCL 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.

**9. Periodic Revision of Policy**

This policy is subject to periodic revision by KPTCL. At regular intervals, the policy group shall take stock of the functioning of the data policy. It shall examine the use of the data by registered users, and make suitable recommendations to revise the policy, if it is considered necessary. However, the final decision on revisions to the policy will continue to rest with the management of KPTCL.