

MOSIP Partner Programme and Partner Agreement



December 2023



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 is supported by a robust and systematic framework that opens up opportunities for **knowledge transfer** and **community events**, including webinars and conferences. It also helps stakeholders submit requests to **enable and augment releases** through timely interventions, such as bug fixes.

Through this MOSIP Partner Programme Guide, Requirements List, and Partner Agreement (henceforth referred to as “Programme Guide”), we invite potential partners to join the MOSIP ecosystem. This document provides all the necessary information and guidelines for the process of being listed as a MOSIP Partner. It also includes details on a host of benefits that partners can enjoy as members 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.*



I. MOSIP Partner Programme Benefits

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



II. Partner Categories in the MOSIP Ecosystem

1. Commercial Partners

These are MOSIP partners who must meet the following qualifying criteria:

- Must have a minimum of 100 full-time technical staff members. This includes developers, dev-ops, and other technical staff that are engaged in customer projects.
- Must have generated at least \$25,000,000 (25 million) in revenue from technology-related projects in the previous fiscal year.
- Sufficient human resources and financial strength to participate in country bidding for identity platform implementation.
- Ability to bundle components, modules, devices, and integrated solutions.
- Capacity to integrate, end-to-end, with other technology partners, and own the implementation process completely.
- Prior experience in implementing large-scale programmes for governments to reimpose partner credibility among countries.



2. Technology Partners

These are partners who must meet the following qualifying criteria:

- Must have a minimum of 20 full-time technical staff members. This includes developers, dev-ops, and other technical staff that are engaged in customer projects.
- Must have generated at least \$2,000,000 (2 million) in revenue from technology-related projects in the previous fiscal year.
- Capability and expertise in conducting MOSIP product customisation, implementation, integrations, deployment, testing, operations, training, and audit, and providing post-deployment support.
- Ability to collaborate with commercial partners from a technical perspective in a country bid.
- 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 of these categories.



III. MOSIP Partner Programme Requirements

A. General Requirements

- Partners should not be blacklisted in 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.
- Partners must adhere to MOSIP's general Code of Conduct.
- Adherence to Mozilla Public License 2.0 is mandatory.
- Partners shall commit to retain and document the knowledge acquired through MOSIP training, with the understanding that this knowledge may need to be transmitted to successors.

B. Requirements for Commercial Partners

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

C. Requirements for Technology Partners

- At least three members, at any time, from the partner organisation must be trained by MOSIP on concepts, features, core modules, customisation, and integration.
- 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.



MOSIP Partner Agreement



This MOSIP Partner Agreement (“Agreement”) is entered into between MOSIP, a project of the International Institute of Information Technology, (IIIT-B) a deemed university recognized under Section 3 of the UGC Act (India), with office address at 26/C, Electronic City, Phase 1, Hosur Road, Bangalore 560 100 and _____ (“MOSIP Partner”) as _____ 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.

Purpose

- This Agreement formalises 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.

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, and changes intimated in writing to the MOSIP Partner, MOSIP hereby grants the MOSIP Partner and its affiliates a non-exclusive, non-transferable, royalty-free, non-sub-licensable, revocable licence 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 in implementing the MOSIP platform and/or providing professional services in relation to or in connection with MOSIP.
- MOSIP will provide training or other services required under the Programme Guide in a professional manner.
- Parties agree to use the Trademarks, logos or branding of the other Party subject to and in accordance with the policies, terms and conditions set forth by the other Party in this regard, and provide to each other representative samples of such usage.



Conditions

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

- The MOSIP Partner is solely responsible for its actions or inactions under its agreement with its clients.
- The Partner may not make any representations or warranties on behalf of the MOSIP project, or commit to any obligations on behalf of MOSIP or IIIT-B;
- MOSIP is not liable for any actions or inaction by the Partner, or for any payments or obligations owed by the Partner;
- The Partner must make an interested client aware of the availability of MOSIP as a free and open-source platform;
- MOSIP Partner may not represent to any client that the Partner's services are an essential precondition to the implementation of the MOSIP Platform or that Partner enjoys an exclusive relationship with MOSIP on the implementation of the MOSIP Platform in any context;
- MOSIP Partner will provide the required services in a professional manner. MOSIP Partner agrees to abide by the principles of privacy and data protection and shall take all necessary steps to safeguard the confidentiality and integrity of personal data and other sensitive information.

Indemnification

- 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.



Term, Renewal, Suspension and Termination

This Agreement will be effective as of the date signed below and continues for a period of 3 (three) years, after which it may be renewed by mutual consent, subject to the Partners continued compliance with the terms of the MOSIP Partner Programme.

Either party may terminate this Agreement for convenience by providing a 60 (sixty) 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 either Party's non-compliance with the terms of this Agreement which is not cured within 30 days of receipt of written notice mentioning the non-compliance.

If a MOSIP Partner is found to be in violation of Clause 2.3 of Mozilla Public License 2.0, or has taken actions which go against the principles of interoperability, modularity, transparency and openness, MOSIP reserves the right to immediately suspend the MOSIP Partner Programme and all benefits thereunder.

MOSIP shall send written notice informing the Vendor of the violation and suspension, under which the Partner shall be given a 30 day period to remedy the violation. The Partner Programme shall be reinstated only upon correction and resolution of the violation within the 30 day period.

If the violation is not so rectified, the Partner Programme will be terminated and public notice shall be given of the same.



Effect of Termination

Upon termination of this Agreement, either Party may no longer use the other Party's trademarks, logo or branding. Upon termination, the MOSIP Partner shall cease to identify itself as a Partner of the MOSIP Project and shall no longer represent that they enjoy any benefits mentioned in the MOSIP Partner Programme.

Termination of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of a Party. The provisions of this Agreement which are necessary to determine, enforce or interpret the rights and obligations of the Parties shall be binding and survive any expiration or termination of this Agreement, including without limitation, provisions relating to Confidential Information, intellectual property rights, Limitation of Liability, Governing Law and Dispute Resolution, etc.

DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY LAW, MOSIP MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE MOSIP PARTNER PROGRAMME. THE MOSIP PARTNER PROGRAMME IS PROVIDED "AS IS." MOSIP ALSO DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

DISCLAIMER OF DAMAGES

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PARTIES WILL NOT BE LIABLE TO EACH OTHER 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 THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

MOSIP Partner agrees that the use of the MOSIP Platform codebase is solely governed by the MPL 2.0 licence.

Reservation of Rights

Parties reserve all respective rights not expressly granted in this Agreement (including rights under any trademarks, copyrights, patents, or other intellectual property of MOSIP).

Publicity

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 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.



Confidential Information

The Parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence. Parties will use reasonable care in using the 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 if necessary only to Affiliates, employees, agents and contractors under a written obligation or legal duty to keep such information confidential.

"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 includes, without limitation, information regarding clients, potential clients, commercials, client agreements disclosed to the other Party, or of which the other Party becomes aware.

Confidential Information does not include information that:

- is or later becomes publicly available without breach of this Agreement, or is disclosed by the disclosing Party without obligation of confidentiality
- is known to the recipient at the time of disclosure by the disclosing Party without obligation of confidentiality
- is independently developed by the recipient without use of the Confidential Information
- becomes lawfully known or available to the recipient without restriction from a source having the lawful right to disclose the information
- is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or
- is software code in either object code or source code form that is licensed under an open source licence. 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.



Miscellaneous

- **Governing Law, Dispute Resolution and Venue**
In the event of any technical dispute between the PARTIES which is not resolved in Good Faith, the PARTIES agree to refer the dispute to a Technical Expert. The PARTIES agree that such dispute shall be resolved by the Technical Expert. The Technical Expert shall not be deemed to be acting in an arbitral capacity. The PARTY desiring such determination shall give notice to the other PARTY of the request for such determination. If the PARTIES are unable to agree jointly upon an Expert within 10 (ten) days of receipt of such notice, then upon request by either PARTY to the International Chamber of Commerce (ICC), the ICC shall appoint such Expert and shall administer such determination through the ICC's Rules for Experts. The Technical Expert's determination shall be final and binding on the Parties. Any disputes arising that are not technical shall be amicably resolved in good faith.
- All legal notices must be in English, in writing, and addressed to the other party's primary contact, which for MOSIP-legal@mosip.io and for MOSIP Partner is [PARTNER'S EMAIL] with a physical copy sent to the Party's office address mentioned above.
- Any amendment must be in writing and signed by both Parties. This agreement does not confer rights on any third-party beneficiaries.
- The term "MOSIP Partner" is used as a convenience and does not imply a legally-constituted partnership between the parties.
- This Agreement sets out all terms agreed between the Parties with respect to the subject matter of this Agreement; supersede all related discussions and other communications between the parties and shall prevail in the event of any conflict between the provisions of this Agreement and the provisions of any documents or links referred to in the Agreement and incorporated by reference.

Type of Partnership

Commercial Partner Technology Partner

AGREED DATE (dd/mm/yyyy):

MOSIP
On behalf of MOSIP

MOSIP Partner
[BUSINESS NAME]

Name:

Name:

Title:

Title:

Date:

Date:



Process to Register as a MOSIP Partner

- Interested potential partners may write with intent to engage to **siengagement@mosip.io**.
- Following an **evaluation** of the engagement request, MOSIP will provide guidance on registering as a MOSIP Partner through an exploratory discussion.
- At this juncture, potential partners will need to **submit proof** of their compliance with the guidelines outlined in this document.
- A panel from MOSIP will then conduct a complete **review** and provide necessary approvals, if the potential partner is found compliant.
- Potential partner **nominates** the required number of technical staff for the training (there is no upper limit) and registers at <https://academy.mosip.io>.
- A **kick-off meeting** is scheduled by the MOSIP Academy, where necessary documentation and training material will be provided. Additionally, a Slack channel will be established for direct engagement related to the learning. Bi-weekly review meetings by the Academy will be conducted to assess progress.
- The partner begins a **MOSIP sandbox setup**, and MOSIP experts are added to the Slack channel for guidance (for 6 weeks, subject to extensions). The partner presents their learnings and demonstrates the sandbox to the Head of the Academy.
- Once approved by the Academy, the potential partner must then sign a **partnership agreement** with MOSIP to formalise the relationship.
- 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.
- The partner will be **listed** under the respective categories on <https://marketplace.mosip.io/>

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.

