

Annexure-A: Corrigendum

Reference: EoI for shortlisting of agencies for collaboration in Quantum Technology and Associated Areas. (EoI Document No: CDACP/EoI-QT/22-23/345 dated 01/06/2022)

1. Disclaimer (page 5)

Present Text:

"The C-DAC, invites bids from reputed and eligible firms for their shortlisting as agencies for providing Software Application Development support by using industry accepted software methodologies which leverage rapid/accelerated application development tools and methods applicable to desktop, web and mobile platforms."

Amended Text:

AMENDED PARA: "The C-DAC, invites bids from reputed and eligible firms for their shortlisting as agencies for providing Quantum Technology solutions."

2. IPR Clause [Section III, point 4 (j)]

Present Text:

"Intellectual Property Rights (IPR): C-DAC/its client shall own the IP Rights of the software solution developed by agencies except the pre-existing IP."

Amended Text:

- "Intellectual Property Rights (IPR): Except the pre-existing IP, C-DAC/its client shall own the IP Rights of the technology developed by the agencies under this project and such IP will vest with C-DAC perpetually. However, in some exceptional cases, the joint ownership of IPs shall be decided mutually on the basis of facts and circumstances of each case.*
- Each Party shall retain its right in the Pre-Existing IP and nothing in this document shall be deemed to be a license or transfer of ownership in the Pre-Existing IP to the other Party.*
- "Pre-Existing IP" for the purpose of this document shall mean any and all intellectual property rights that each Party (a) owned, controlled, or had rights with respect to prior to the award of the Contract; or (b) develops, or acquires ownership/title, control, or rights with respect to, during the Term of this Agreement independently of the developments made in furtherance of its obligations under this Agreement."*

3. Annexure-A Last para

Present Text:

"We also undertake that, we shall not use the technology developed under this project for any reverse engineering purposes, for a period of at least one year from the date of completion of project deliverables. We agree that the IPR of the technology developed will vest with C-DAC perpetually. "

Amended Text:

"We also undertake that, we shall not use the technology developed under this project for any reverse engineering purposes, for a period of at least one year from the date of completion of project deliverables. We agree with the IPR clause as given in this EoI under Section-III 4 (j)".