

## CORRIGENDUM

### Urban disaster resilience study – Cuttack, Odisha

Reference No: CDRI/02-09/3/2021-DIR\_HR-OPS

Please refer to the abovementioned RFP. The following changes which shall be part of the RFP process are appended in this corrigendum.

1. The last date for submission of proposals has been extended till **15 September 2021**, 23:59 Hours (IST).
2. Joint Ventures are not allowed; however, agencies can form a consortium.
3. On Pg. 16, Part-II Data Sheet, section 12, Earnest Money Deposit is not required.
4. Under the section on Additional Information on Page 57 of the RFP, point no. 4, stands deleted
5. The following clauses will be revised as per the details:

Point 5. A	
As per RFP	Revised Clause
<p>3. Intellectual Property:</p> <p>3.1 As a material condition to which Agency agrees in exchange for the opportunity to provide the Services, Agency expressly acknowledges and agrees that all reports, documents, improvements, discoveries, inventions, processes, designs, plans, and trade secrets, whether of a technical nature or not, which could either be primary or secondary data, made or developed by Agency alone or in conjunction with any other person or entity while providing the Services herein or developed by the Agency during the course of or arising out of his previous employment, which relate to or affect the business of CDRI (“Intellectual Property”), shall be the sole and exclusive property of CDRI. All intellectual property rights in the same shall be the exclusive property of CDRI, for perpetuity and for all territories of the world.</p> <p>3.2 The Agency agrees that during the subsistence of the present contract, it could come across or be handed over material, data etc., where the intellectual property rights in the same would be the sole property of CDRI. Agency agrees that he shall not, directly, or indirectly, use or disclose any of the said material belonging to CDRI to any entity in any manner or medium whatsoever, for any reasons whatsoever.</p> <p>3.3 The Agency expressly agrees to disclose and reveal to CDRI all Intellectual Property, and all information regarding Intellectual Property, concurrent with the discovery or development of the Intellectual Property.</p>	<p>3.1. The Agency acknowledges and agrees that all Intellectual Property Rights (“IPR”) in relation to Arising IP belongs to CDRI, for perpetuity, and for all territories of the world. The Agency acknowledges that the Arising IP is a work for hire for which adequate compensation has been paid to it and all IPR in the same vests with CDRI and no one else.</p> <p>3.2. Parties acknowledge the IPR in the Background IP belongs to each party who owns it prior to the Agreement and does not include Arising IP. A breach of the same shall be construed as a material breach of the Agreement and dealt with as per provisions given hereinunder and applicable laws.</p> <p>3.3. Agency agrees to promptly provide its necessary ‘Background IP’ to CDRI, upon CDRI’s request, which is essential and required for the purpose of this Agreement. The Agency shall give a license of use to CDRI in respect of the Background IP so requested in so far as found necessary by CDRI for the purpose of completion of this Agreement to the satisfaction of CDRI.</p> <p>3.4. Neither party shall assume any rights in the Other Party’s Background IP provided for this project other</p>

Agency hereby assigns to CDRI all rights, title, and interests in any Intellectual Property.

3.4 The Agency irrevocably appoints the CDRI as his/her/its attorney and, in his name and on his behalf, to execute and do any instrument or thing and generally to use his name for the purpose of giving to the CDRI or its nominee the full benefit of the provisions of this clause 3.

3.5 Surrender of Material upon Termination of Agreement: Upon termination of this Agreement, Agency shall return immediately to the CDRI all Intellectual Property (including all books, records, notes, data and information relating to CDRI or its business and all other CDRI property), and will so certify in writing that it has done so.

3.6. Moral Rights. Agency hereby waives all moral rights relating to the Intellectual property which may be developed by it during the performance of the present contract (including any rights (a) of identification of authorship, (b) of approval, restriction, or limitation on use, and (c) to subsequent modifications.

than the right to use as given under clause 3.3 hereinabove.

3.5. Upon prior written permission of CDRI (upon request raised by the Agency), the Agency may anonymize the data which forms part of the Arising IP as contemplated in the present Agreement, which has been or will be generated as a result of the performance of the services, and to use such data to provide, manage, support and improve Agency's services.

3.6. The Agency agrees that during the subsistence of the present Agreement, it could come across or be handed over the material, data, etc., where the IPR in the same would be the sole property of CDRI. Agency agrees that it shall not, directly or indirectly, use, publish, communicate, copy or in any manner whatsoever disclose said material, whole or in part, the said material, data, information belonging to CDRI, to any entity in any manner or medium whatsoever, for any reasons whatsoever.

3.7. Surrender of material which belongs to CDRI upon Termination of Agreement: Upon termination of this Agreement, Agency shall return immediately to the CDRI all Background IP which belongs to CDRI (including all books, records, notes, data, and information relating to CDRI or its business and all other CDRI property) and will so certify in writing that it has done so, to the satisfaction of CDRI.

3.8. **Moral Rights:** Agency hereby waives all moral rights relating to the IP which may be developed by it during the performance of the present contract (including any rights (a) of identification of authorship, (b) of approval, restriction, or limitation on use, and (c) to subsequent modifications.