Memorandum of Understanding on Cycling Corridor

Stichting Townmaking Amsterdam,
The Netherlands

And

St. Joseph's College, Darjeeling

August, 2025

PREAMBLE:

In Consideration Of:

A. in the context of this Memorandum of Understanding (MOU), all parties agree to create a common governance environment for research, asset development, and asset maintenance using the NextCommons principles (https://nextcommons.townmaking.com).

B. St. Joseph's College, a knowledge institution based in North Point, Darjeeling - 734104 West Bengal, India, researches with the Townmaking Institute the potential development of societal assets, henceforth referred to as "St. Joseph's College"

C. Townmaking Institute, a non-profit registered in the Netherlands as Stichting Townmaking registered at the Dutch Chamber of Commerce with the identity of 73002968, has developed societal assets as part of previous R&D efforts, henceforth referred to as "Townmaking Institute"

D. Parties have a common goal to increase the development and sustenance of sovereign societal assets through the development of local communities and local economies.

E. It is the intention of the parties in this agreement to formalise their engagement for the research through this agreement.

Parties declare to have agreed as follows:

I. PURPOSE

The parties have a common goal to increase societal asset development and research output through the engagement of local communities and economies, such as dedicated walking and cycling corridors made and maintained by local communities within the region of Darjeeling.

II. OBJECTIVE

The objective of this agreement is to work together in establishing resilient societal assets.
To that end, the parties are collaborating on a pilot project for the joint development and/or testing of societal infrastructure and asset development through research (hereinafter: the Project).

During the term of this Agreement, the Parties will implement a Plan of Approach which will include the description of the (innovation and research) activities to be performed in the context of the Project.

III. SCOPE

The Agreement between St. Joseph's College and Townmaking Institute covers cooperation to enhance their mutual commitment to empowering local communities, better educational programs, and local economy development.

IV. ORGANIZATION AND METHOD OF COOPERATION

1. The project organization consists of a Project Group and a Steering Committee.
2. The Project Group consists of employees of the Parties and is responsible for:

a. The implementation of the Plan of Approach in accordance with the work agreements

and planning as stated in the Plan of Approach;
b. reporting progress to the Steering Committee in accordance with the agreements as stated in Plan of Approach.
c. onboarding new parties through bi-lateral agreements to ensure fulfillment of the project. These agreements are curated as part of the project addendums and governed through the articles as detailed in this agreement.
3. The Steering Committee consists of the representatives of the Parties with Governance Roles. Each Party with a Governance Role can nominate multiple representatives, together constituting no less than three persons from all Parties with Governance Roles.

4. The Steering Committee is responsible for:
a. monitoring the progress and course of the project; b. the approval of the progress;
c. making decisions about:
(i) development and amendment of the Plan of Approach
(ii) approval of allocation and disbursement of ear-marked funds and budgets based on the Plan of Approach
(iii) appointment of project group to ensure project execution
(iv) the notice of default of a Party as referred to in Article IX, paragraph 1.
d. the supervision of compliance with the Agreement and, where applicable, the notice of default from one or more Parties.

V. FINANCIAL CONTRIBUTIONS

1. The Project Budget consisting of the financial contribution and the in-kind contributions for the assets will be identified in the Plan of Approach of the necessary contributions by additional Third Parties (international organizations, government organizations, and private organizations) for the implementation of the Project, and will be included in the Plan of Approach. The costs charged to the project budget will be included in the Plan of Approach. The first task of the steering committee will be to assign a project group to develop this Plan of Approach.
2. The project budget is managed by the Townmaking Institute through a common fund governed by the Steering Committee. Contributors to this fund can be international organizations, government organizations, and private organizations following NextCommons principles. Funds will only be released upon approval of budgetary expenditure by the Steering Committee. Townmaking Institute will invoice the agreed contributions of the Parties in accordance with the formalised approvals as provided by the Steering Committee. Allocations from the common fund will be performed by the Project Group and submitted to the Steering Committee.
3. Parties agree to provide financial or in-kind contributions towards the realization of the Assets identified in the Plan of Approach will be maintained

in a register of contributions.
4. Payments will be due according to the schedule to be defined as an addendum in Appendix E. Payments to parties will follow a payment schedule decided by the financial contributor, and/or the Steering Committee to be defined in Appendix E.

VI. OWNERSHIP AND RIGHT OF USE

1. Each Party is and remains the owner of the Background Knowledge it has contributed to the

Project. The Background Knowledge contributed by the Parties will be kept in an overview by the Project Group.

2. Each Party has the right to use the Background Knowledge contributed by the other Party(ies) for the implementation of the Project, insofar as the use is related to the Project. Parties are not entitled to use the Background Knowledge of another Party for purposes other than for the implementation of the Project.

3. Each Party has a free and non-transferable right of use to the Project Data and Project Results during the term of the Agreement and under the conditions as stipulated in the Agreement. The use of or application of the Project Data and Project Results may not harm the implementation of the Project in any way.

4. Townmaking Institute, as the budget holder, remains the administrator of the assets within the Project. For each project component, the parties make additional agreements about the use and management of the assets. Each Party has a free and non-transferable right to use the assets until the end of the collaboration.

5. After the end of the Agreement, the Parties will receive a free, non-exclusive and non-transferable right of use to Project Data and Project Results. The foregoing applies if and insofar as no other agreements and/or further conditions in connection with supplier conditions and/or privacy regarding use have been agreed in writing between the Parties.

VII. PUBLICATION AND CONFIDENTIALITY

1. Publication of (interim) Project Results and/or sharing Project Results or communication with third parties (including the press) will not take place until the Steering Committee has been able to take note of the content and on the basis of unanimous consent for, or offering for, publication, until the Steering Committee has given its approval.

2. Each Party shall keep confidential all information, including the Background Knowledge, Project Data and Project Results, provided to it or learned in connection with the Project, and shall not disclose it to any third party without the prior consent of the other Parties. Parties are not entitled to use this information for purposes other than in accordance with the Agreement.

3. All Confidential Information that the Parties provide to each other in the context of the implementation of this Project will be treated as such by the receiving Party and will not be copied, reproduced, disclosed or provided to third parties without the prior written consent of the providing Party. The receiving Party will only use the Confidential Information for the purpose of the project.

4. The receiving Party shall, in protecting the Confidential Information, exercise the

same degree of care to prevent disclosure and dissemination as the receiving Party itself would apply to information that it does not wish to disclose or disseminate itself.

5. The confidentiality obligation of Confidential Information does not apply or ceases to apply if: 1) the Confidential Information becomes generally known through no fault of the receiving Party and without breach of any obligation of confidentiality; 2) the Confidential Information is already in the possession of the receiving Party at the time of receipt and is not subject to any (other) confidentiality obligation; 3) the receiving Party also receives the Confidential Information from an independent information source and is not subject to any (other) confidentiality obligation; 4) the receiving Party is obliged to disclose the Confidential Information under the law or regulation applicable to that Party or a decision of a competent authority.

6. For all information that is confidential by nature or of which the confidential nature can

reasonably be suspected, the obligation of secrecy also remains after the end of the agreement.

VIII. DURATION OF THE AGREEMENT

1. The Agreement is entered into for a period of 2 years, commencing on the date of signature. This agreement will automatically renew for another period of 2 years, unless one of the parties explicitly submits a notice of termination at least one month prior to the date of termination.
2. The termination of the Agreement releases the Parties from all future obligations. Both parties will continue to respect confidential information and intellectual property rights shared during the course of the project.

IX. END OF THE AGREEMENT

This agreement can be terminated through mutual agreement by the parties.

X. CHANGES

Changes to the Agreement are only valid if they have been agreed in writing and legally signed by the Parties.

XI. TRANSFER

A Party is not entitled to transfer or subcontract all or part of the rights and/or obligations under the Agreement to a third party without the prior written consent of the other Parties.

XII. APPLICABLE LAW AND DISPUTES

1. Arbitration clause implies that the parties to the agreement, in case of any dispute, should opt for arbitration rather than directly going for litigation. Parties usually select arbitrator(s), to facilitate the process of arbitration. In India, it is regulated by Arbitration and Conciliation act 1996.

2. Disputes arising from or related to the Agreement will first be discussed at the Steering Committee and board level of the Parties before pursuing any litigation.

XIII. OTHER PROVISIONS

If any provision of this Agreement is, in the opinion of the competent court or authority, void, non-binding, invalid, prohibited or unenforceable, the remaining provisions of this Agreement will remain in full force and effect to the extent possible and the parties will attempt to reach agreement on an alternative provision to replace the provision that has been declared void, non-binding, invalid, prohibited or unenforceable.

Thus, drawn up and signed in duplicate.

1. St Joseph's College, Darjeeling

   Name: Fr Dr Donatus Kujur, SJ

   Position: Principal

   Date: 25 August, 2025

   Signature:

2. Stichting Townmaking Institute

   Name: Indranil Bhattacharya

   Position: Director

   Date: 25 August, 2025

   Signature:

ANNEX I - TERMINOLOGY

Background knowledge: all data, information and knowledge (including any intellectual property rights) that was owned by a Party before the start of the Project and/or was generated by a Party outside the scope of the Project and that has been made available by that Party for the implementation of the Project.

Intellectual property rights: all proprietary rights including copyrights, trademark rights and all other and similar rights intended to protect the products as conceived by the human mind.

Agreement: the present cooperation agreement including appendices.

Assets: Represent physical assets of the Reference Bicycle and associated components, as well as digital assets encompassing data repositories, digital service infrastructure, network connectivity, end-user devices and applications developed by communities organized by the Townmaking Institute.

Payment: financial contributions provided in lieu of completed provisioning of products and/or services.

Fund: financial contributions either intended to fulfill a specified purpose (earmarked funds) as defined in the Plan of Approach or for any of the areas defined in the Plan of Approach provided the NextCommons principles are fulfilled.

Project: the research and innovation development project as described in Article 2, paragraph 1 of the Agreement.

Project data: all data obtained and collected during the term of the Project for the purpose of answering the research questions of the Project, not being Background Knowledge or Project Results.

Plan of Approach: the description of the (innovation and research) activities to be performed in the context of the Project.

Report: a written document designated as such, with a description of the implemented (part of the) Plan of Approach as well as Project Results.

Project results: the results of the research or part of it that have been laid down in writing in a report or publication. This includes at least the answers to the formulated research questions. This explicitly excludes software developed in the Project and the intellectual property rights thereto.

Confidential information: all information provided by the disclosing Party in the context of the Project in any form and in any way to the receiving Party and which has been designated as confidential by the disclosing Party, or of which the receiving Party reasonably belongs knowing that such information is confidential (including, but not limited to, technical data, commercial, financial and legal information).