

**Government of India  
Ministry of Railways  
(Railway Board)**

No.2016/E&R/2(12)/2

New Delhi, dt. 21.12.2016

The Chairman,  
All India Council for Technical Education,  
Nelson Mandela Marg, Vasanth Kunj,  
New Delhi – 110 067.

**Sub: Creating Awareness for Innovation Challenges of Indian Railways**

Hon'ble Prime Minister launched Innovation Challenges at Rail Vikas Shivir, Surajkund on 20.11.2016. The Challenges are open to all Indian Resident Nationals and Companies/Institutions. These challenges were announced by Hon'ble Minister for Railways in Railway Budget 2016 under the 'Navrachna' initiative for setting up of 'Innovation grants to employees, start-ups and small businesses'. Prizes have been announced for deserving ideas.


Indian Railways has decided to conduct the following five challenges for the current year:

1. Innovation Challenge for 'Design of Wagons for efficient loading and transportation of new commodities'.
2. Innovation Challenge for 'Easy Accessibility to Trains from Low Level Platforms'.
3. Innovation Challenge for 'New Idea/ Suggestion to improve the working of Indian Railways'.
4. Innovation Challenge for 'Increasing Passenger Carrying Capacity of Coaches of Indian Railways'.
5. Innovation Challenge for 'Developing New Digital Capabilities at the Stations of Indian Railways'.

All the details of Innovation Challenges viz., participation procedure, terms & conditions, awards, technical details, eligibility, guidelines etc are available at website '<https://innovate.mygov.in/>'. The modalities for innovation challenges may also be seen at the 'Annexure' attached herewith.

These challenges are aimed at promoting innovation in our country by focusing on specific problems being faced by Indian Railways.

AICTE is, therefore, requested to widely publicize the Railway Innovation Challenges among the students/faculty/staff of all the institutes/organizations under its control.

  
(Shailendra N. Jaiswal)  
Executive Director (Efficiency & Research)  
Room No.-515, Railway Board  
Tele-FAX: 011-23388139

## MODALITIES FOR ALL INNOVATION CHALLENGES

### **1. Mode of entry:**

- 1.1. For posting the entries using the online application system, participants are advised to go to <https://www.innovate.mygov.in> and click on the "LOG IN TO PARTICIPATE" button. The participant will be taken to a landing page featuring the submission form with various fields
- 1.2. Participant will have to fill out the **Submission Form to Participant**. The submission must comply with the requirements as set out in the Guidelines mentioned on the online Submission form.
- 1.3. On successful submission, participant will receive a confirmation email.
- 1.4. Should Indian Railways/ Organizers require additional information, they will contact the registered participant via email. Participants are advised to duly provide any additional information as instructed.
- 1.5. Correspondence: Any correspondence from the Indian Railways /Organizers to participants shall be through email or SMS on mobile number provided by the participant at the time of registration. Organizers and Indian Railways are not liable in case of email delivery failures.

### **2. Last date of Submitting Entries:**

Entries duly completed and fully filled must be submitted using the online application system before 6pm IST on **20.02.2017**

### **3. Eligibility:**

- 3.1. The Challenge is open to individuals and companies/ institutions.
- 3.2. In case of companies, majority of team members/ shareholders are required to be Indian resident nationals.
- 3.3. All participating individuals are required to be Indian resident nationals.
- 3.4. Participants (Individual/ or in case of teams, the team leader) are required to be at least 18 years of age as on 01.12.2016.
- 3.5. The following persons and their immediate relatives cannot participate in the Challenge:
  - 3.5.1. An employee of Indian Railways directly involved in execution and evaluation of the Challenge
  - 3.5.2. A member or employee of Knowledge cum execution partner / Organizer
  - 3.5.3. A member of the Evaluation panel, Experts and Jury for the Challenge

### **4. Awards: Six prizes in each challenge**

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|---------------------------------------|----------------|
| 4.1. First Prize:                     | 06 lakh (max.) |
| 4.2. Second Prize:                    | 03 lakh (max.) |
| 4.3. Third Prize:                     | 02 lakh (max.) |
| 4.4. Consolation Prizes (three max.): | 01 lakh (max.) |

## 5. General Guidelines for the Entries:

- 5.1. The write up should either be submitted in Hindi or English.
- 5.2. In case submission is in any other language, it must be accompanied with translations in either Hindi or English.
- 5.3. It could be an individual project or a team project. However, in case of team, total team members, including the team leader, should not exceed six.
- 5.4. No reference of the identity of the person(s) submitting should be made in the proposal. If done so, it shall debar the entry from consideration.
- 5.5. It is strongly advised not to wait till the closure time for submission of entries. Railways shall not be responsible for late/ non receipt of entries on account of server errors/ traffic.
- 5.6. The contestants may be asked to present/ elaborate their ideas to an appropriate jury
- 5.7. Railways may decide to associate with the proposer for further development of the proposed Concept/ design.
- 5.8. The decision of the Evaluation Panel and Jury will be final. No communication will be entered into with any person in relation to any decision of the panel or process.
- 5.9. Unsuccessful entries shall be intimated through email and Ministry of Railways shall not have any right over the same.

## 6. Evaluation System:

The evaluation of Entries shall be carried out in following three stages:

Stage	Evaluation Results
First	All Entries to be evaluated to shortlist approximately 30 entries, through double blind review
Second	The 30 shortlisted entries to be further evaluated by an Expert panel for selecting 10 most promising ideas
Final	The 10 ideas selected in Stage II shall be presented to Innovation Committee formed by Ministry for consideration of Awards

## 7. IPRs, Confidentiality and other Conditions:

- 7.1. Indian Railways/ Organizers do not claim ownership over the applications submitted or any newly Developed IP, but by submitting an application, Participant grants Indian Railways and its affiliated units/ ministries a transferable, worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up license under all Participants intellectual property rights in the applications submitted, Participant Newly Developed IP and Participant Background IP:
  - 7.1.1. To reproduce, publically perform and display, distribute and create derivative works of the applications and/or Participant Newly Developed IP and Participant Background IP;
  - 7.1.2. To use, make, have made, import, offer to sell and sell, rent, lease, or lend the products;
  - 7.1.3. To disclose such applications to third parties; and

- 7.1.4. To publish Participants name or alias in connection with this Challenge.
- 7.2. While Indian Railways shall take all possible measures to ensure protection of intellectual property, participants should not include technical details to a level which might affect their capacity to protect and, at some future point, exploit their Intellectual Property through registered rights. Participants should also ensure they understand their rights in relation to Intellectual Property and the protection of those rights.
- 7.3. Originality: If an idea has been patented by, or is the property of, a third party, the originator of the idea must agree through a legally enforceable instrument to the use of the idea by the applicant and must be expressly credited in the submission.
- 7.4. Indian Railways/ Organizers assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries.
- 7.5. Further, Participants represent, warrant and covenant that the submissions do not:
  - 7.5.1. Infringe on any third party intellectual property rights and further do not violate any confidentiality obligations of the Participant;
  - 7.5.2. Contain any software or programming code subject to any restrictions or third-party limitations without prior written notice to Organizers & Indian Railways ;
  - 7.5.3. Contain any viruses, worms, spyware, other components or instructions that are malicious, deceptive or designed to limit or harm the functionality of a computer;
  - 7.5.4. Include any Participant owned trade secrets or third party trade secrets and no such trade secrets will be required for Organizers or Indian Railways to enjoy the full benefits of the applications;
  - 7.5.5. Contain material that may be considered as defamatory, libelous, hateful, racially or religiously biased or offensive, threatening or harassing to any individual, partnership or corporation; and
  - 7.5.6. Violate any statutory provisions.
- 7.6. Participant shall not assign any rights, obligations or privileges (by operation of law or otherwise) hereunder without the prior written consent of Organizers. Except as otherwise set forth herein, any attempt by Participant to assign any of the rights, duties or obligations hereunder without Organizers' prior written consent will be null and void. Subject to the foregoing, these terms and conditions shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- 7.7. No liability: Indian Railways, Organizers, MyGov, members of Evaluation Panel, Selected Jury, s, supporting organizations or any employee or agent of Indian Railways shall be liable for:
  - 7.7.1. Any costs incurred or loss or liability suffered by the participant in relation to the Challenge;
  - 7.7.2. Any loss in expectation of profits by participant
  - 7.7.3. Any failure by participant to understand the rights in relation to Intellectual Property, or the rights of Organizers, IR, supporting organizations or any third party in relation to Intellectual Property; or
  - 7.7.4. Any other benefit the participant may expect to gain by participating in the Challenge
- 7.8. Participant agrees to defend, indemnify, and hold Organizers, Indian Railways, members of Evaluation Panel, Selected Jury, supporting organizations harmless against any loss, cost, liability, and expense

(including reasonable attorneys' fees) arising from any action or claim brought or threatened against Organizers, Indian Railways or members of Evaluation Panel, Selected Jury, supporting organizations or its customers alleging that any of the applications submitted, short listed and or selected, infringe any patent, copyright, trademark, trade secret, or other intellectual property rights of any third party, and or if Organizers, Indian Railways or members of Evaluation Panel, Selected Jury, supporting organizations suffers any injury, loss or damages by breach of the warranties above. Organizers or Indian Railways agrees to provide Participant(s) with:

- 7.8.1. Prompt written notice of such claim or action,
  - 7.8.2. The opportunity to participate in the defense or settlement of such claim or action, provided, however, that Participant(s) will not without Indian Railways prior written consent settle or compromise any claim in a manner that does not unconditionally release Indian Railways and that may adversely affect Indian Railways rights under this terms & Conditions; and
  - 7.8.3. Reasonable information and assistance in the defense and/or settlement any such claim or action. Indian Railways shall have the right to participate in any of the disputes or actions referenced above at its own expense. Participant(s) will not be responsible for any costs, expenses or compromise incurred or made without Participant(s) prior written consent.
- 7.9. Reasonable Efforts shall be made by Indian Railways/ Organizers to ensure confidentiality. Members of the Evaluation Panel, Experts and Jury will be appointed on the basis that they are prohibited from disclosing or using any details of the participants, or Ideas or any other information submitted in connection with the Challenge, except in accordance with the terms of the Confidentiality Agreement, and in their capacity as member of Evaluation Panel/Jury.
- 7.9.1. Indian Railways, Organizers, Ministry of Railways or any of supporting organizations cannot accept any responsibility for the actions of any evaluation panel member or Experts or member of the Jury for their obligations in respect of confidentiality and will not sign any Non-Disclosure Agreement (NDA) with participants. While every effort will be made to preserve the confidentiality of each submission, it is suggested that highly sensitive material be excluded from the entry if a team is concerned about the confidentiality of such material. Note, however, that finalist teams will be making brief presentations to a Jury and an audience. All reasonable measures to ensure the protection of intellectual property received for the Challenge will be taken. Protection of such rights is however, ultimately the responsibility of each participant.
  - 7.9.2. All the information received during this Challenge including but not limited to scores, business plan summaries etc. shall remain confidential and shall not be disclosed to any person or entity by any party thereto and cannot be disclosed outside the Program organizers, supporting organizations of Indian Railways.
- 7.10. Indian Railways/ Organizers may change the Terms and Conditions of participation at any time without prior notice. The amended Terms and Conditions will be effective immediately upon being posted on the website. It is participant's sole responsibility to regularly visit the website to read any changes to the Terms and Conditions of the Challenge.
- 7.11. Organizers and Indian Railways or any of the supporting organizations will not incur any costs for participants participating in the Challenge nor entertain any claims for the same except specified above.

**8. Termination and Disputes:**

8.1. Indian Railways/ Organizers may, at any time

8.1.1. Disqualify a participant from the Challenge for breach of any terms & conditions of the Challenge; or

8.1.2. Discontinue the Challenge by posting a notice to that effect on the Website

8.2. Disputes, if any, are subject to the jurisdiction in the courts of Lucknow only.

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