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**Memorandum of Understanding  
(MoU)  
Regarding use of eBRC**

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**सत्यमेव जयते**

**Between  
Directorate General of Foreign Trade (DGFT)  
Department of Commerce  
Government of India  
And  
..... Department  
Government of .....**  
**Signed on  
.....day of ..... 2013**

# Memorandum of Under Standing (MoU)

(This document represents an agreement)

Between

Directorate General of Foreign Trade (DGFT)  
(First party)

And

[..... Department, Government of .....]  
(Second party)

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## A. Parties to MoU:

DGFT is the sole repository of eBRC (Bank Realization Certificate) which is transmitted mandatorily with effect from 17.8.2012 from banks to DGFT through a secured digitally signed electronic platform.

..... Department, Government of ..... has expressed desire to have access to eBRC data, which contains important data relating to exports performed and foreign exchange realisation affected in course of the performance of export.

## B. Objective of MoU:

To utilize eBRC data to supplement the efforts of Ministries / Departments/Agencies of the Central Government as well as State Governments in refund of VAT and any other related tax administration, valuation of taxes, detection of fraud etc. which the parties consider in public interest.

## C. Definition and Interpretations:

The requirement of definition and interpretation relating to eBRC in the context of this MoU shall be w.r.t. DGFT's policy, notifications etc.

#### **D. Terms of Agreement:**

- i) Second Party has made specific request to the First Party with clear mention of the data required.
- ii) First party has agreed to allow access to data to one person authorised by the Second Party.
- iii) Second party may authorise officers of his department to a level not below the rank of [Dy. Commissioner / Asstt. Commissioner] or equivalent to use such data.
- iv) eBRC data is commercially sensitive data and hence shall be used in observance of full confidentiality by the Second Party.
- v) In pursuance of the Data Suppression Policy of DGCI & S, notified by DGFT, commercial details of data shall not be made available publically.

#### **E. Resources and facilities/Financial arrangement:**

Resources and facilities required, if any, for transmitting and sharing of data shall be the sole responsibility of the Second Party.

#### **F. Communication and exchange of information:**

DGFT will transmit data to the second party which can be accessed by the authorised person only. Since the data is commercially sensitive, it shall be used in observance of full confidentiality and in no circumstances data shall be made publically available by the Second Party.

#### **G. Ownership of data:**

DGFT is the sole owner of eBRC data which can be used by any other party only with the specific permission of DGFT.

#### **H. Settlement of dispute:**

Any dispute between the two party shall be resolved through referring to policy, procedures, notifications etc. issued by DGFT from time to time. Any legal dispute with the Third Party shall be at the expense of the Second Party.

**I. Review and the evaluation:**

This arrangement shall be reviewed at the specific request of any of the parties to MoU. Whenever, necessary feedback will be generated by the user for discussion.

**J. Effective date and signature:**

- i. This MOU is effective with the date of signing by the two parties and can be revised subsequently with mutual consent.
- ii. Any party shall have the right to walk out of this MoU after giving prior notice to the other party.

Place:

Date:

(Name)  
[Designation]  
[..... Department]  
[Government of .....]

(Second Party)

(Devendra Kumar Singh)  
Addl. Director General of Foreign Trade  
Directorate General of Foreign Trade  
Department of Commerce  
Government of India

(First Party)