

WHEREAS:

NIC has signed agreement with UIDAI to provide AUA/ASA platform for NIC's e-Governance projects. Aadhaar Enabled Authentication Division, NIC has established redundant links with UIDAI Data Centre to provide authentication services which can be used by the e-Governance applications.

Aadhaar Authentication platform shall mean that the authentication services provided by UIDAI and used by Authentication User Agency where the personal identity information /data of an Aadhaar-holder (who is a beneficiary, customer, employee or associate of the Authentication User agency) is matched with their personal identity information/data that is stored in the UIDAI's Central Identity Data Repository (CIDR).

Basically there are two types of authentication services provided by UIDAI

- A) Authentication services using Biometric/ demographic/OTP
- B) eKYC service using Biometric/OTP

Authentication using Biometric/ demographic /OTP Information

E-Governance applications can use Aadhaar based Demographic Authentication for matching Aadhaar number and the demographic attributes (name, address, date of birth, etc) of a resident. This is called demographic authentication

E-Governance applications can use Biometric Aadhaar Authentication system to authenticate residents using one of the biometric attributes, either iris or fingerprint.

E-Governance applications can use OTP Aadhaar Authentication system to authenticate residents through One-Time-Password (OTP) which is delivered on resident's mobile number and/or email address registered with UIDAI.

Combination of above methods may also be used based on the application requirements.

e-KYC service using Biometric / OTP

Service application can use eKYC system of UIDAI to fetch demographic information of the residents using biometric/OTP or both authentication after obtaining the consent of resident.

Responsibilities /obligations of NIC as AUA:

As a signatory to AUA/ASA Agreement, NIC has obligations for all Aadhaar transactions originating from its AUA/ASA, audit, security, logging etc. Few major points are listed below:

UIDAI has made the Authentication services free of charge till now, after some time the transactions may or may not be charged for, as depends on the sole discretion of UIDAI.

- AUA will be solely responsible for the Aadhaar transactions done under AUA/ASA MoUs.
- NIC cannot share eKYC data of the beneficiaries with other agencies for whatsoever purpose. For **eKYC services**, the Ministries / Depts./Organisations have to sign e-KYC Service Annexure with NIC.

Responsibilities of Sub-AUA willing to use NIC AUA Platform:

- Ministry/ Departments / Organisations willing to use AUA platform of NIC for Aadhaar Authentications Services shall act as sub AUA for their application (Ministry/ Departments / Organisations are the custodian of residents' data for the services offered by them to the residents).
- All obligations of NIC under AUA/ASA agreement with UIDAI shall be equally applicable to Sub AUAs (Ministry/Department/Organisations).The management of Sub-AUAs and the corresponding transactions will be under the purview of NIC, which is serving as aggregator of Sub-AUA authentication requests.
- Sub AUA shall be sole responsible for all transactions originating from their application.
- Sub AUA will host their application in NIC's Data Centres. If the eGovernance applications is hosted outside NICNET, in such a case the Organisation has to get dedicated leased line installed between NIC and hosted location (Sub AUA) at its own cost.
- In the event of Aadhaar Authentication failure for whatever reasons, the SUB AUA may invoke other means of Identity authentication for service provisions to the Aadhaar Holder, and Sub AUA shall bear full responsibility for any decision taken in this regard.
- NIC will in no way responsible for the services offered to residents by the sub AUA.
- The application s/w used by SUB AUA must follow UIDAI and NIC guidelines including for sending auth XML, registration and identification of Biometric terminals / devices, logging of transaction etc.
- Currently UIDAI is not charging for providing Aadhaar authentication transactions but in case the UIDAI charges for the Aadhaar Authentication transactions, the sub-AUA will have to pay for their transactions to UIDAI.
- The SUB AUA shall make suitable provisions in the application to obtain consent from the Aadhaar holder; for using the Aadhaar number and Biometric information for providing Aadhaar authentication service.
- SUB AUA will not store residents' biometric data or use it in any form other than the purpose for that was stated in the business scope and agreed with NIC (AUA). Sub-AUA will comply with MoU that would be made with NIC.
- For each SUB AUA application, NIC will assign a unique code to be included in application's request XML.
- SUB AUA needs to initially test the application in Pre-production environment. Pre production request is to be submitted by filling Pre Production request form.
- SUB AUA has to fill the Production Access form for production access of Authentication. Production Access will be granted after minimum 100 successful test transactions in Pre-production environment platform.

TERM, TERMINATION AND CONSEQUENCES

- This MoU shall be in force initially for a period of 2 years from the signing date / till date of expiry of NIC Agreement with UIDAI, whichever is earlier, unless renewed by mutual consent, in writing, of the Parties, prior to expiry of this MoU, upon such terms and conditions as may be mutually agreed between the Parties.
- NIC shall have the right to terminate this MoU by giving thirty (30) days' notice, in writing, prior to expiry of the Term, without any protest or demur from the Sub-AUA, in the event of the Authentication User Agency:
 - a) fails to comply with the Standards or the decision and directions issued by UIDAI/NIC, from time to time, with regard to the interpretation and enforcement of the Standards;
 - b) is in breach of its obligations under this MoU;
 - c) Uses the Aadhar Authentication Services for any other purpose than those specified in Schedule of this MoU;
 - d) Is in liquidation, or if a receiver has been appointed in respect of the Authentication User Agency or the Authentication User Agency becomes subject to any form of insolvency administration or files for voluntary liquidation.
 - e) In case the Sub-AUA, termination of the ASA MoU with UIDAI will automatically terminate this MoU.
- The Sub-AUA shall have no right to compensation for termination of this MoU by NIC, in pursuance of clauses above.
- The Sub-AUA may terminate this MoU by giving 30 days' notice in writing to the NIC.

FORCE MAJEURE

- The Parties agree that neither of them shall be liable to the other for any loss, delay, damage or other casualty suffered or incurred by the other owing to earthquakes, floods, fires, explosions, acts of God, acts of State, war, terrorism, action of any governmental authority or any other cause, which is beyond the reasonable control of that Party ("**Force Majeure**") and any failure or delay by any Party in the performance of any of its obligations under this MoU owing to one or more of the foregoing causes shall not be considered as a breach of any of its obligations under this MoU. The Parties however agree that any financial failure or non-performance of any financial obligations or covenants of the Parties shall not constitute Force Majeure.
- In the event, the Force Majeure event continues for a period of more than ninety (90) days, the Party shall renegotiate this MoU in good faith and if the Parties do not reach any consensus on modifications to this MoU within a period of one hundred twenty (120) days from the date of occurrence of the Force Majeure event, this MoU shall automatically stand terminated on such date.

NON SUABILITY

- No party can be sued in any court of law in India or abroad by the other party, for the events, if any party is not able to perform as per any of the stipulations of this MoU, due to circumstances beyond the control of it.

GOVERNING LAW AND DISPUTE RESOLUTION

- This MoU shall, in all respects, be governed by, and construed in accordance with the laws of India.
- Any dispute of whatever nature, which arises out of, in relation to, or otherwise connected with:
 - (a) The interpretation or effect of;
 - (b) The validity, enforceability or rectification (whether in whole or in part) of;
 - (c) The respective rights or obligations of the Parties; and/or
 - (d) a breach (including a breach of any representation and warranty and/or the materiality thereof and/or the amount of compensation payable in order to remedy such breach and/or the breach or failure to comply with any covenants or undertakings contained herein) or the termination or cancellation of, this MoU or in regard to whether either Party have unreasonably withheld its approval or consent under circumstances in which it may not do so; shall be dealt with in accordance with succeeding provisions of this Clause.

(All disputes arising out of reasons mentioned herein-above shall be collectively referred to hereinafter as a “**Dispute(s)**”).

- All Disputes shall at the first instance be resolved through good faith negotiations, which negotiations shall begin promptly after a Party has delivered to the other Party a written request for such consultation. If the parties are unable to resolve the dispute competent authority of NIC will have the final say to decide on the dispute. The award of the Arbitrator shall be binding upon Parties to the dispute.
- The venue for arbitration shall be New Delhi, India and the language used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF the parties have each executed this MoU by its duly authorized officer as of the day and year first above written.

SIGNED AND DELIVERED FOR AND ON BEHALF OF **THE PRESIDENT OF INDIA ACTING THROUGH (NAME & DESIGNATION) NATIONAL INFORMATICS CENTRE**

Title: _____

Designation: _____

Signature: _____

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Title: _____

Designation: _____

Signature: _____

WITNESSES:

Title: _____

Title: _____

Signature: _____

Signature: _____

