



Unique Identification Authority Of India
Government of India



Authentication/e-KYC User Agency (AUA/KUA)
AGREEMENT

Version 6.0

March, 2024



Appendix 1

[Agreement to be drawn on non-judicial stamp paper of value as applicable. Please follow guidance given in referenced footnotes regarding filling up of underscored blank portions in this draft. Wherever guidance includes one or more text options bracketed by symbols “<” and “>”, relevant option should be used without modification. Omit guidance and inapplicable text options.]

AUTHENTICATION USER AGENCY AGREEMENT

This Agreement (hereinafter referred to as “**Agreement**”) is entered into by and between:

THE UNIQUE IDENTIFICATION AUTHORITY OF INDIA, a statutory authority established under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 [“**Act**”], having its Head Office at New Delhi (current address: Aadhaar Building, Bangla Sahib Road, Gole Market, New Delhi – 110 001) (hereinafter referred to as “**UIDAI**” or “**Authority**”, which expression shall, unless the context otherwise requires, include its authorised representatives and successors), of the **First Part**;

AND

_____ ¹, a _____ ²
_____ ³ under the provisions of the _____ and
having its registered office at _____ (hereinafter referred to as “**AUA**”),
acting through its authorised representative, _____ ⁴,
authorised *vide* _____ ⁵ of _____ ⁶ to enter into and execute this
Agreement, which expression shall, unless the context otherwise requires, include its
authorised representatives and such successors as UIDAI may approve, of the **Second
Part**.

The parties mentioned above are collectively referred to as ‘**Parties**’ and individually as a ‘**Party**’.

WHEREAS the Second Party is⁷

a Ministry, Department, secretariat, office, or agency of the Central Government, which has required, in terms of the provisions of section 7 of the Act, that an individual

¹ Name of the Second Party, as stated in the certificate of registration/incorporation or the law or instrument by which registered, established, constituted or incorporated

² <company> or <co-operative society> or <trust> or <public trust> or <society> or <firm> or <Limited Liability Partnership> or <other body corporate registered, established, constituted or incorporated by or under law> (whichever is applicable)

³ <registered> or <established> or <constituted> or <incorporated> (whichever is applicable)

⁴ Full name and full designation

⁵ Full particulars, such as resolution/letter number, date etc.

⁶ <the Board of Directors> or the name of other governing authority of the Second Party (whichever is applicable)

⁷ Select any one of the succeeding text options, as applicable, in continuation of this, and omit the others



undergo authentication for receipt of a subsidy, benefit or service for which the expenditure is incurred from, or the receipt therefrom forms part of the Consolidated Fund of India:

OR

a Ministry, Department, secretariat, office or agency of the Government of _____⁸, which has required, in terms of the provisions of section 7 of the Act, *vide* Gazette notification number _____⁹, dated _____¹⁰ of the _____¹¹, published in the Official Gazette of the said Government on _____¹², that an individual undergo authentication for receipt of a subsidy, benefit or service for which the expenditure is incurred from, or the receipt there from forms part of the Consolidated Fund of State:

OR

an entity permitted under sub-clause (i) of clause (b) of sub-section (4) of section 4 of the Act to offer authentication services under _____¹³ of _____¹⁴.

OR

an entity permitted under sub-clause (i) of clause (b) of sub-section (4) of section 4 of the Act to offer authentication services under section 11A of the Prevention of Money-laundering Act, 2002, by virtue of being a reporting entity under the said Act as a _____¹⁵, in terms of _____¹⁶ of sub-section (1) of section 2 of the said Act:

OR

an entity that has been allowed/authorised under sub-clause (ii) of clause (b) of sub-section (4) of section 4 of the Act, *vide* Ministry of Electronics and Information Technology's letter no. _____¹⁷, dated _____¹⁸:

OR

⁸ Name of the concerned State or the concerned Union territory

⁹ Notification number

¹⁰ Date of notification

¹¹ Name of Ministry/Department

¹² Date of publication in the Official Gazette

¹³ Reference of the relevant provision (section, sub-section, clause etc.) of the relevant Act of Parliament, other than the Prevention of Money-laundering Act, 2002 ("PML Act")

¹⁴ Name of the relevant Act of Parliament, other than the PML Act

¹⁵ <banking company> or <financial institution> or <intermediary> or <a person carrying on activities for playing games of chance for cash or kind> or <Inspector-General of Registration appointed under section 3 of the Registration Act, 1908> or <real estate agent notified by the Central Government *vide* Gazette notification number _____, dated _____> or <dealer in precious metals, precious stones and other high value goods notified by the Central Government *vide* Gazette notification number _____, dated _____> or <person engaged in safekeeping and administration of cash and liquid securities on behalf of other persons notified by the Central Government *vide* Gazette notification number _____, dated _____> or <person carrying on such activity as the Central Government has designated *vide* Gazette notification number _____, dated _____> (whichever is applicable)

¹⁶ <clause (wa)> or <sub-clause (i) of clause (sa)> or <sub-clause (ii) of clause (sa)> or <sub-clause (iii) of clause (sa)> or <sub-clause (iv) of clause (sa)> or <sub-clause (v) of clause (sa)> or <sub-clause (vi) of clause (sa)> (whichever is applicable)

¹⁷ Number of the letter so allowing/authorising

¹⁸ Date of the letter so allowing/authorising



an entity that is required, in terms of the provisions of sub-section (7) of section 4 of the Act, to perform mandatory authentication by _____¹⁹ of _____²⁰.

AND WHEREAS the Second Party has, under the Aadhaar (Authentication and Offline Verification) Regulations, 2021, has applied to UIDAI for appointment as a requesting entity for the use of _____²¹ and is desirous of entering into this Agreement that sets out the terms and conditions for use by the Second Party as a requesting entity of UIDAI's Authentication facilities:

AND WHEREAS the Second Party understands and acknowledges that the terms and conditions set out herein are in addition to and not in derogation of the powers of UIDAI and the obligations and liabilities of requesting entities under the Act and the regulations made thereunder:

NOW, THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. Definitions and Interpretation

1.1 Definitions

1.1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set out below:

- (a) **“Act”** means the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and includes the rules and regulations made thereunder and such clarifications, notifications, circulars, guidelines, policies, orders, processes, standards, specifications and other documents as the UIDAI has issued or may issue, from time to time;
- (b) **“Agreement”** means this Agreement and includes—
- (i) the following documents submitted by the Second Party *vide* _____²² number _____²³, dated _____²⁴:
- (1) Application form for Appointment as AUA and KUA submitted by the Second Party (“applicant”), duly filled in, along with the correspondence in this regard with UIDAI [**Annex 1**];
- (2) Declaration by the Authentication Service Agency/Agencies agreeing to provide its/their secure network connectivity and related services for the

¹⁹ Reference of the relevant provision (section, sub-section, clause etc.) of the relevant Act of Parliament

²⁰ Name of the Act made by Parliament, other than the Aadhaar Act

²¹ <Yes/No Authentication facility> or <Yes/No Authentication facility and e-KYC Authentication facility> (whichever is applicable)

²² <letter> or <email> (whichever is applicable)

²³ Letter number or <nil> (whichever is applicable)

²⁴ Date of letter/email



- performance of authentication by the Second Party [**Annex 2**];
- (ii) the letter conveying in-principle approval to appoint the Second Party as an AUA [**Annex 3**] and checklists for—
 - (I) verification of the information furnished by the Second Party, including in respect of documents, infrastructure and technological support that the applicant is required to have, done by an independent audit agency appointed by UIDAI; and
 - (II) other controls that the AUA is required to have in place, certifying compliance from an audit agency empanelled by the Indian Computer Emergency Response Team (CERT-In);
 - (iii) the report of verification of the information as per the checklist referred to in item (I) of sub-clause (ii) of clause (b) [**Annex 4**];
 - (iv) the terms and conditions applicable for use of e-KYC Authentication facility, set out in **Annex 5**;²⁵
 - (v) the Financial Disincentives to be imposed on Authentication/e-KYC User Agency under the provisions of regulation 25 of the Aadhaar (Authentication and Offline Verification) Regulations, 2021 applicable on the Second Party, set out in **Annex 6**; and
 - (vi) the instruments, if any, supplementing, amending, modifying or confirming this Agreement;
- (c) “**Applicable Law**” means and includes the Aadhaar (Targeted Delivery of Financial and other Subsidies, Benefits and Services) Act, 2016, the rules and regulations framed there under and all other Acts, ordinances, rules, regulations, other laws, judgements, orders, decrees, bye-laws, notifications, circulars, guidelines, policies, protocols, codes, directives, requirements and other governmental restrictions or similar form of decision applicable to the relevant Party, as are in effect on the date of the execution of this Agreement or as may subsequently come into effect during the subsistence thereof;
- (d) “**Cause**” means and includes, a determination made by the Authority regarding the occurrence of any of the following in respect of AUA or any of its Sub-AUAs or Sub-KUAs:
- (i) There has been a breach on the part of AUA or any of its Sub-AUAs or Sub-KUAs in complying with the terms of this Agreement or Applicable Law;
 - (ii) The AUA has been convicted of, pleading guilty to or *nolo contendere* with respect to any offence—
 - (I) that involves moral turpitude; or

²⁵ Omit if e-KYC Authentication facility is not applied for



- (II) that was committed in connection with the duties to be performed by the AUA under this Agreement;
- (iii) The management of the affairs of the AUA has been entrusted to a receiver; and
- (iv) Any representation or warranty as given in section 8 of this Agreement is found to be materially incorrect or false.
- (e) “**Confidential Information**” means all information, whether in written, oral, electronic or other form, that relates to the technical or financial data, trade secrets, design rights, knowhow, plans, budgets and personnel of either Party or their affiliates, which is disclosed to or otherwise learned by the AUA or any of its Sub-AUA or Sub-KUA in the course of or in connection with this Agreement, including but not limited to such information received during negotiations, location visits and meetings in connection with this Agreement;
- (f) “**Control**” in relation to an AUA, shall, *mutatis mutandis*, have the same meaning as is assigned to it under the Companies Act, 2013;
- (g) “**fees**” means and includes such fees and charges as UIDAI may, from time to time, determine as payable by entities during their appointment, including—
- (i) fees specified by UIDAI, by regulations, for individual authentication transactions; and
- (ii) any application fees or subscription fees or both, as UIDAI may specify by any policy, order, process or other document issued by it under regulations made by it in respect of the procedure for authentication of the Aadhaar number and the provision thereunder for the issuance of such policy, order, process or other document, for which provision is necessary for the purpose of giving effect to such regulations;
- (h) “**Financial Disincentives**” means such disincentives as UIDAI may impose on AUA under section 7 of this Agreement;
- (i) “**Performance Bank Guarantee**” means the guarantee issued by a Public Sector Bank or a Private Sector Bank, categorised as such by the Reserve Bank of India, for such period as is provided for under this Agreement;
- (j) “**period of the Agreement**” means the period of subsistence of this Agreement, in accordance with section 2 of this Agreement; and
- (k) “**third party**” means any party who is not a Party to this Agreement.



1.1.2 Words and expressions not defined in paragraph 1.1.1 but defined in the Act and the rules and regulations made thereunder shall have the meanings respectively assigned to them therein.

1.2 *Interpretation*

1.2.1 In this Agreement, unless otherwise specified,—

- (a) in relation to a requesting entity which is also appointed by UIDAI as a KUA, references to the expressions “Authentication User Agency” and “AUA” shall include “e-KYC User Agency” or “KUA”;
- (b) reference to an Annex is to be construed as reference to such annex to this Agreement;
- (c) reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (d) reference to any other document referred to in this Agreement, including any clarification, notification, circular, guideline, policy, order, process, standard, specification or checklist issued or referred to by UIDAI, is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (e) all headings and titles are only for convenience and are not to be used to interpret any provision of this Agreement.

2. **Period of the Agreement**

2.1 This Agreement shall be effective from the date of its execution by both the Parties and shall continue till the expiry of a period of three years from such date, unless terminated earlier.

2.2 The Agreement may be renewed for such further period or periods and upon such terms and conditions as the Parties may, by mutual consent in writing, agree upon.

3. **Intellectual property**

3.1 AUA is aware that UIDAI holds the copyright for the Aadhaar logo and understands that any unauthorised reproduction of the same constitutes infringement of UIDAI’s rights therein and may render the person so unauthorisedly reproducing it liable under civil and criminal laws.

3.2 It is hereby mutually agreed between the Parties that all rights (including intellectual property rights), title and interests in the use of the Aadhaar logo shall, at any time, during the period of the Agreement and thereafter, vests in UIDAI and that the AUA shall only have a non-exclusive right to use the same during such period.

3.3 The AUA hereby unequivocally agrees that—

- (a) it shall use the Aadhaar logo without modifying it in any manner;
- (b) it shall use the Aadhaar logo only during the period of the Agreement and for promotional, educational and informational purposes related to the use of UIDAI’s Authentication facilities;



- (c) it shall not authorise any other entity or person to use the Aadhaar logo, except with the prior permission in writing from UIDAI and in accordance with such terms and conditions as UIDAI may specify;
- (d) on becoming aware of any unauthorised use, copy, infringement or misuse of the Aadhaar logo, it shall forthwith inform UIDAI, in writing, of the same and, in case UIDAI so requires, the AUA shall itself initiate legal action or proceedings, or join in or cooperate in such action or proceedings, and execute such documents and do such things as may reasonably be necessary to protect the rights, title and interests of UIDAI; and
- (e) any breach in adherence to the preceding sub-clauses shall constitute a material breach of this Agreement.

4. Use of Aadhaar Authentication facilities by AUA

4.1 Within a period of 30 days from the date of execution of this Agreement or such longer period as UIDAI may permit in writing, the AUA shall—

- (a) using the license key provided by UIDAI for this purpose, carry out at least such minimum number of authentication transactions for each mode of authentication specified in **Annex 3**, in the testing environment of such Aadhaar Authentication facility (hereinafter referred to as the “Pre-production Environment”) as is specified in said Annex; and
- (b) submit a certificate from an audit agency empanelled by the Indian Computer Emergency Response Team (CERT-In), certifying compliance with the controls listed in the checklist communicated *vide* the letter placed at **Annex 3**, as referred to in item (II) of sub-clause (ii) of clause (b) of paragraph 1.1.1.

4.2 After fulfilling the obligations under paragraph 4.1 to the satisfaction of UIDAI, the AUA shall make payment of the full amount of the fees payable by the AUA to UIDAI within 15 days from the date of expiry of the period referred to in the said paragraph or such longer period as UIDAI may permit in writing, the AUA shall be allowed regular use of the said Aadhaar Authentication facility in its environment intended for such use (hereinafter referred to as “Production Environment”), using a fresh license key provided by UIDAI.

4.3 If the AUA defaults in meeting any of the requirements under paragraph 4.1 or paragraph 4.2, within such period as is referred to therein,—

- (a) the Agreement shall cease on expiry of that period, unless UIDAI permits otherwise in writing;
- (b) the fees paid and the Performance Bank Guarantee shall be forfeited in favour of UIDAI; and
- (c) no liability shall lie against UIDAI, in any manner whatsoever, in this regard.

4.4 UIDAI hereby grants the AUA a non-exclusive and revocable right to use Aadhaar Authentication facilities in accordance with the terms and conditions set out in this Agreement and the provisions of Applicable Law, on the clear understanding



between the Parties that the same are in addition to and not in derogation of the powers of UIDAI and the obligations and liabilities of requesting entities under the Act and the regulations made thereunder.

4.5 The AUA understands and agrees that—

- (a) it shall be responsible to UIDAI for adherence to all the terms and conditions set out herein and under Applicable Law for the use of Aadhaar Authentication facilities for the performance of authentication;
- (b) if it engages any other entity for carrying out any activity connected with the use of Aadhaar Authentication facilities, in the carrying out of such activity,—
 - (i) the responsibility for adherence as referred to in clause (a) shall continue to rest entirely with the AUA;
 - (ii) it shall ensure that such entity is contractually under obligations equivalent to those imposed on the AUA under the Agreement and Applicable Law and that the same are enforceable against that entity;
 - (iii) it shall ensure that such entity is contractually required to act only on the instructions of the AUA;
 - (iv) it shall ensure that the submission to CIDR of an authentication request or query initiated by the AUA or by any of its Sub-AUAs or Sub-KUAs so submitting through the AUA, or the transmission of PID Block for the said purposes, shall be done only by the AUA or Sub-AUA or Sub-KUA, as the case may be, and not directly by any such entity; and
 - (v) it shall ensure that the operations and systems of such entity are audited in accordance with the requirements of audit as applicable to the audit of operations and systems of the AUA under the Agreement and Applicable Law.

4.6 The rights and obligations of the AUA under this Agreement are non-transferable and non-assignable, whether by sale, merger or operation of law, save and except with the concurrence or no objection of UIDAI conveyed in writing.

4.7 The AUA shall obtain prior written approval of UIDAI before appointing any third party entity as its Sub-AUA or Sub-KUA and shall enable or permit any use of any Aadhaar Authentication facility by such Sub-AUA or Sub-KUA only after UIDAI has approved in writing the joint agreement proposed to be entered into for this purpose between the AUA and that Sub-AUA or Sub-KUA.

4.8 The AUA shall ensure that any client application used by any of its Sub-AUAs or Sub-KUAs for the purposes of capturing Aadhaar number and other authentication details {such as demographic information, one-time pin (OTP) or biometric information}, using the Aadhaar Authentication facility, is either developed and digitally signed by the AUA or is the digitally signed Software Development Kit (SDK) of the AUA itself.



4.9 The AUA shall ensure that—

- (a) the Application Programming Interfaces (APIs) of the client application or SDK used by it or any of its Sub-AUAs or Sub-KUAs are accessible only in a secure manner by whitelisted users;
- (b) the client application or SDK of any of its Sub-AUAs or Sub-KUAs are compliant with all requirements under the Act and the regulations made thereunder, including, in particular, those relating to audit under clause (h) of sub-regulation (1) of regulation 14 of the Aadhaar (Authentication and Offline Verification) Regulations, 2021, which shall be carried out by an auditor empanelled by CERT-In—
 - (i) before the client application or SDK goes live in the Production Environment;
 - (ii) before every major release of such application or SDK goes live in such environment; and
 - (iii) at least once in each financial year following the financial year in which the client application or SDK first goes live in the Production Environment,and which shall include vulnerability assessment and penetration testing (VAPT), source code review and information security audit to certify compliance with such checklist of controls as UIDAI may specify for requesting entities from time to time.

4.10 The AUA shall ensure submission to UIDAI of the auditor's certificate and the audit report for every audit as referred to in clause (b) of paragraph 4.9. Further, the going live of the client application or SDK of the AUA or any of its Sub-AUAs or Sub-KUAs or the continued deployment of such application or SDK, as the case may be, shall be subject to the determination made by UIDAI regarding the adequacy of various compliances required, and for this purpose, UIDAI may undertake such examination of such certificate or report as it may deem fit and may satisfy itself regarding the veracity and adequacy of such further information or clarification as it may receive from the AUA in response to any queries made by UIDAI in this regard.

4.11 The AUA is aware of and understands that UIDAI's operation of the Aadhaar Authentication facilities is subject to limitations posed by technology and by changes over time in law, rules, regulations, orders of courts of competent jurisdiction, etc., and UIDAI does not represent and warrant the same to be defect-free.

4.12 The AUA is aware of and understands that the Aadhaar Authentication facilities are provided on an "as is" basis, without any express or implied warranties in respect thereof, and that UIDAI does not assume any responsibility or liability for any damage, whether direct, indirect, incidental or consequential, arising as a result of the use of the said facilities.

4.13 In case during the period of the Agreement, UIDAI, on receipt of an application made in writing by the Second Party or otherwise, evaluates and approves an application of the AUA for its appointment as an e-KYC User Agency (KUA) for the e-KYC service, the Second Party shall be subject to the provisions of **Annex 5** and the



AUA shall then also be referred to as an e-KYC User Agency (KUA) and references to AUA shall include such e-KYC User Agency.²⁶

- 4.14 The AUA hereby unequivocally agrees that it shall, forthwith,—
- (a) establish network connectivity through an Authentication Service Agency intimated in advance to UIDAI; and
 - (b) establish and maintain necessary authentication related operations, including its own systems, processes, infrastructure, technology, security, etc.

4.15 The AUA shall employ only such devices and equipment shall be used for authentication as are duly certified to be in conformity with the specifications issued by UIDAI and use only such client application or SDK as conform to such standards applicable to such software and to such specifications as UIDAI may lay down from time to time.

4.16 The AUA shall not engage in any activity detrimental to the interests of UIDAI or against the interests of the sovereignty and integrity of India, the security of the State and friendly relations with foreign States, and shall exercise due diligence to prevent the engagement in such activities by any of its Sub-AUAs or Sub-KUAs.

5. Indemnity and limitation of liability

5.1 The AUA understands that the use of Authentication facilities by the AUA or its Sub-AUA or Sub-KUA does not result in incurring of any liability by UIDAI whatsoever. The AUA alone is responsible for the proper and judicious use of the Authentication facilities. UIDAI shall not, in any case, be held responsible for any damage and/or harm, direct or indirect, material or immaterial, or of any nature whatsoever, arising from any unavailability of the Authentication facilities or its use by the AUA or any of its Sub-AUA or Sub-KUA and shall remain harmless and indemnified from and against all claims, liabilities, losses and incurred costs, fines, penalties, expenses, taxes, assessments, punitive damages, fees (including advocate's fee), liabilities (including any investigative, legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceedings), judgments, awards, assessments, obligations, damages, etc., which UIDAI may suffer or incur arising out of, or in connection with the said use under this Agreement or under Applicable Law. The AUA shall solely be responsible to defend such claims or actions, either in a legal proceeding or otherwise, at its own cost without incurring any liability to UIDAI whatsoever;

5.2 All settlement of claims, subject to indemnification under section 5 of this Agreement, shall be entered into only with the prior consent of UIDAI, which consent shall not unreasonably be withheld. The parties to the settlement shall be obliged to keep the terms of the settlement confidential and shall be prohibited from making any

²⁶ Omit this paragraph if Annex 3 includes reference to e-KYC Aadhaar Authentication facility.



disclosure in relation to the same, unless otherwise obliged to disclose under the Applicable Law.

5.3 It is hereby mutually agreed that the said section shall survive the expiry or termination of this Agreement indefinitely.

6. Confidentiality, data protection, security and use of information

6.1 The AUA shall itself treat, and shall ensure that all its Sub-AUA(s) and Sub-KUA(s) and sub-contractors are contractually bound to treat, every information disclosed to it as a result of the operation of this Agreement, and especially information about Aadhaar Authentication facilities, including the related systems and the operation, management and maintenance thereof, as Confidential Information and shall maintain the confidentiality thereof. The AUA shall not, and shall ensure that all its Sub-AUAs and Sub-KUAs and sub-contractors are contractually bound to not, at any time, divulge such Confidential Information or any part thereof to any third party, except on being required to so by any court of competent jurisdiction in India or other authority empowered by law for the time being in force in India, or as otherwise required under any law for the time being in force in India, and shall also ensure that the same is not disclosed to any person voluntarily, accidentally or otherwise.

6.2 The AUA hereby unequivocally agrees to undertake all measures, including security safeguards, to ensure that the information in the possession or control of the AUA or any of its Sub-AUAs, Sub-KUAs or sub-contractors, as a result of the operation of this Agreement, is secured and protected against any loss or unauthorised access or use or unauthorised disclosure thereof and that all obligations relating to the protection of such information under Applicable Law are duly fulfilled at all times by itself and that by its Sub-AUAs, Sub-KUAs and sub-contractors are contractually bound to ensure such fulfilment. The AUA shall maintain the highest level of security, confidentiality and secrecy in relation to the information of the Aadhaar number holders and Authentication records relating thereto.

6.3 UIDAI reserves all rights to prevent, stop and, if required, take action against the AUA for any breach of its obligations under section 6 of this Agreement.

6.4 It is hereby mutually agreed that the provision of section 6 of this Agreement shall survive the expiry or termination or cessation of this Agreement.

6.5 For the removal of doubts, it is hereby clarified that the provisions of section 6 of this Agreement shall not apply if—

- (a) the information that is made or caused to be made publicly available by the person to whom it relates or by any other person who is under an obligation under any law for the time being in force in India to make the same publicly available;
- (b) information which has been received from a third party who had the right to disclose the aforesaid information; or
- (c) the information is required to be shared or disclosed pursuant to an order of a court of competent jurisdiction.



6.6 Any handover of Confidential Information needs to be maintained in a list, both by UIDAI and AUA, containing, at the minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, form of information and signatures of both the Parties.

7. Financial Disincentives

7.1 UIDAI shall have the right to levy Financial Disincentives on the AUA as per Annex 6 subject to an annual cap of—

- (a) ₹1 crore for Central/State Government/Ministry/Department and their attached or sub-ordinate offices; and
- (b) ₹1 crore or 1% of Worldwide Gross Annual Turnover from all businesses whichever is more.

7.2 Such Financial Disincentives may be recoverable by UIDAI by, *inter alia*, invoking the Performance Bank Guarantee, in case of any breach of this Agreement. The Financial Disincentives, if and when imposed upon AUA, shall be an admitted liability and the AUA shall not raise any defence against the claim of UIDAI for recovery of such Financial Disincentives. The levying of Financial Disincentives shall be without prejudice to UIDAI's right to terminate this Agreement.

7.3 UIDAI shall designate an officer not below the rank of a Deputy Director General in UIDAI to determine and levy Financial Disincentives, which shall be final and binding upon the AUA.

8. Representations and warranties of the AUA

8.1 The AUA represents and warrants to UIDAI that—

- (a) it is duly established and validly exists under the Applicable Law and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) it is competent to act as AUA under the Applicable Law;
- (c) it shall, from the date of execution of this Agreement, have the financial standing and capacity to act as the AUA in accordance with the terms of this Agreement;
- (d) in carrying out all activities under this Agreement, it shall make reasonable endeavour not to cause any unnecessary disruption to Aadhaar Authentication facilities;
- (e) this Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- (f) the information furnished and any subsequent clarification furnished on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as on the date of this Agreement;



- (g) the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, or constitute a default of any of the terms of its Memorandum of Association and Articles of Association, or Applicable Law, or any covenant, contract, Agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (h) there are no material actions, suits, proceedings or investigations pending or to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that shall adversely affect the performance of its obligations under this Agreement;
- (j) it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an adverse effect on its ability to perform its obligations under this Agreement;
- (k) no representation or warranty made by it contained herein or in any other document furnished by it to UIDAI, contains or shall contain any untrue or misleading statement of material fact or make any omission to state a material fact necessary to make such a representation or warranty not misleading; and
- (l) no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of bribes, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of UIDAI in connection therewith.

9. Payment of fees and taxes

9.1 The AUA shall be liable to pay the fees and applicable taxes, if any, to the Authority in terms of sub-clause (g) of paragraph 1.1.1 of this Agreement. The terms of payment shall be such as UIDAI may stipulate from time to time, and payments made shall be non-refundable.

10. Suspension of provision of Aadhaar Authentication facility to AUA

10.1 UIDAI shall provide the AUA the use of Aadhaar Authentication facilities at its sole discretion and reserves the right to add to, to revise or to suspend in whole or in part such provision at any time, without prior notice, at its sole discretion, in the interests of protection of the information of Aadhaar number holders or the Aadhaar



ecosystem, or in public interest, or in any of the interests referred to in clause (e) of paragraph 10.2.

10.2 All or any part of the provision of Aadhaar Authentication facilities made to the AUA may be suspended by UIDAI on the occurrence of any of the following events:

- (a) if the AUA defaults in complying with, or acts in contravention of, any requirement of this Agreement or Applicable Law;
- (b) if the AUA is in liquidation;
- (c) if the business or a class of the business of the AUA has been transferred to any person or has been transferred to or amalgamated with the business of any other person without the approval of the Authority;
- (d) if the AUA is convicted for an offence of moral turpitude, serious crime, criminal breach of trust, forgery or acting fraudulently, or a finding of grave misconduct under any law for the time being in force, whether in relation to the present Agreement or otherwise; or
- (e) if the conduct of the AUA is found to be detrimental to the interests of UIDAI or held to be against the interests of sovereignty and integrity of India, the security of the State and friendly relations with foreign States:

Provided that no order under section 10 of this Agreement shall be made unless the AUA has been given a reasonable opportunity of being heard.

10.3 UIDAI may, at its discretion, revoke any such order of suspension if the AUA satisfies UIDAI that the grounds for such suspension have either ceased to exist or been remedied by the AUA to the satisfaction of UIDAI.

11. Termination

11.1 *Termination by notice*

11.1.1 UIDAI may terminate this Agreement, without any protest or demur from the AUA, upon serving a written notice of 15 days to the AUA. The date of termination shall be effective from the end of the notice period calculated from the date of receipt of such notice.

11.1.2 The AUA may terminate this Agreement by giving 30 days' notice in writing to UIDAI. The said termination by the AUA shall be subject to clearance from UIDAI under the provisions of regulation 23 of the Aadhaar (Authentication and Offline Verification) Regulations, 2021, including any Financial Disincentives levied under this Agreement.

11.2 *Termination by UIDAI due to AUA showing cause*

11.2.1 Notwithstanding anything contained hereinabove, UIDAI may terminate the Agreement with AUA, in the event of it showing cause.

11.2.2 In such an event, UIDAI may give a 30 days notice to the AUA, giving it a reasonable opportunity to explain the circumstances resulting in the cause and to cure the same. If, however, UIDAI is satisfied that the explanation given by AUA is insufficient or despite the time given, the cause was not cured or UIDAI deems it necessary or expedient so to do, it may terminate this Agreement.



11.2.3 In the event that the cause is such that it cannot be cured, for reasons of conviction of the AUA or any such similar circumstances, UIDAI shall have the right to terminate the Agreement forthwith.

11.3 *Termination for change of Control of AUA*

11.3.1 UIDAI may, by giving 30 days written notice, terminate this Agreement, if a change of Control of the AUA has taken place.

11.3.2 In the event that the AUA undergoes such a change of Control, UIDAI may, at its discretion, as an alternative to termination, require a full Performance Bank Guarantee for the obligations of AUA by a guarantor on behalf of such person to whom the Control of the AUA has been transferred, subject to the approval of UIDAI. If such a Performance Bank Guarantee is not furnished within 30 days of UIDAI's demand, UIDAI reserves the right to terminate this Agreement by giving 15 days notice in writing to the AUA.

11.3.3 In no event the rights and obligations of the AUA under this Agreement should be assigned or transferred. The rights and obligations of the AUA, under this Agreement, are non-transferable and non-assignable whether by sale, merger, or by operation of law, except with the express written consent of UIDAI.

11.3.4 In the event that the AUA ceases to be a legal entity, either on operation of such change of Control or under provisions of Applicable Law, or it is in liquidation, UIDAI shall have the right to take such measures as it may consider necessary to maintain and preserve the Authentication logs and records and other documents as the AUA may have created pursuant to the provisions of this Agreement and the Act and the regulations made thereunder.

11.4 *Effects of termination*

11.4.1 Without prejudice to any other action which may be taken under this Agreement or the Act and the regulations made thereunder, the following consequences of termination shall follow against the AUA:

- (a) The termination of this Agreement by UIDAI shall result in automatic cancellation of the appointment of the Second Party as AUA;
- (b) The Performance Bank Guarantee furnished by AUA may be encashed by the Authority without demur and forfeited;
- (c) The AUA shall have no right to seek compensation for termination of this Agreement from UIDAI; and
- (d) The AUA shall, forthwith, cease to use the Aadhaar logo and authentication software for any purposes and in any form whatsoever.

11.4.2 In case the AUA is also an Authentication Service Agency, termination of the Authentication Service Agency Agreement with UIDAI shall automatically result in termination of this Agreement.



12. Performance Bank Guarantee

12.1 The irrevocable and unconditional Performance Bank Guarantee submitted by the AUA shall remain valid for a period of 10 years. In case of renewal of this Agreement for one or more extended periods, the AUA shall submit an extended Performance Bank Guarantee for like period.

12.2 The AUA shall initiate the renewal process at least 90 days prior to the due date for renewal of this Agreement.

12.3 Any failure of the AUA to submit the renewed Performance Bank Guarantee within such period as UIDAI may specify in writing for such submission shall result in automatic cessation of this Agreement, unless otherwise agreed to between the Parties.

13. Force Majeure

13.1 “*Force Majeure*” means the occurrence of an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, the following:

- (a) war or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war;
- (b) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, pandemic, quarantine and plague;
- (c) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster; and
- (d) enactment of any legislation, ordinance, notification, etc. which prohibits either of the Party to perform its obligation(s) for a period exceeding 14 days.

13.2 If AUA is prevented, hindered or delayed from or in performing any of its obligations under the Agreement by an event of *Force Majeure*, then it shall notify UIDAI in writing of the occurrence of such event and the circumstances of the event of *Force Majeure* within fourteen days after the occurrence of such event. Issuance of such notice within the specified time frame, unless waived by the Authority for reasons, is a mandatory pre-requisite for seeking the enforcement under section 13 of this Agreement.

13.3 AUA upon issuing the notice shall be excused from the performance or punctual performance of its obligations under the Agreement for so long as the relevant event of *Force Majeure* continues and to the extent that AUA’s performance is prevented, hindered, or delayed. The time for achieving final acceptance shall be extended.

13.4 AUA affected by the event of *Force Majeure* shall make reasonable efforts to mitigate the effect of the event of *Force Majeure* upon its performance of the



Agreement and to fulfil its obligations under the Agreement without prejudice to UIDAI's right to terminate the Agreement.

13.5 No delay or non-performance by AUA to this Agreement caused by the occurrence of any event of *Force Majeure* shall:

- (a) constitute a cause or material breach of the Agreement;
- (b) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance, if and to the extent that, such delay or non-performance is caused by the occurrence of an event of *Force Majeure*.

13.6 If the performance of the Agreement is substantially prevented, hindered or delayed for a single period of more than sixty days on account of one or more events of *Force Majeure* during the time period of the Agreement, the Parties shall attempt to develop a mutually satisfactory solution, failing which, either Party may terminate the Contract by giving a notice to the other.

13.7 Notwithstanding anything contained above in section 13 of this Agreement, *Force Majeure* shall not apply to any obligation of the AUA to discharge any liability that has accrued or may accrue under this Agreement.

14. Miscellaneous

14.1 Personnel

14.1.1 The personnel employed or otherwise engaged by the AUA or any of its Sub-AUAs or Sub-KUAs to perform authentication shall, under no circumstances, be considered as employees of UIDAI. The AUA shall have the sole responsibility for the supervision and control of the personnel and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like, subject to Applicable Law.

14.1.2 The AUA shall make its best efforts to ensure that sufficient human resources are deployed to perform authentication and that such resources have appropriate qualifications and skill-sets to perform the same. UIDAI, after discussion with the AUA, shall have the right to require the removal or replacement of any such human resource in respect of whom UIDAI is satisfied that such removal or replacement is necessary in the interests of the Aadhaar number holders and the proper functioning of the Aadhaar ecosystem.

14.2 Independent contractor

14.2.1 Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the Parties to this Agreement and, except as expressly stated in this Agreement, nothing in this Agreement shall be deemed to constitute any Parties as the agent of the other Party or authorises either Party to—

- (a) incur any expenses on behalf of the other Party;



- (b) enter into any engagement or make any representation or warranty on behalf of the other Party;
- (c) pledge the credit of or otherwise bind or oblige the other Party; and
- (d) commit the other Party in any way whatsoever, without in each case obtaining the other Party's prior written consent.

14.3 *Grievance redressal*

14.3.1 The AUA shall set up a grievance handling mechanism to receive and address the complaints from Aadhaar number holders with regard to authentication performed by it.

14.3.2 The AUA shall ensure that a similar grievance redressal mechanism is set up by each of its Sub-AUAs and Sub-KUAs.

14.3.3 The AUA shall provide various channels to the Aadhaar number holder to register their grievance, such as through phone, email, website, SMS etc. Information in this regard shall be displayed for Aadhaar number holders at all touch points.

14.3.4 UIDAI may require the AUA to submit the details of any grievance lodged and the means employed by it for its redressal.

14.3.5 The AUA shall provide a report of the grievances handled by it to UIDAI, in such form and in such manner as UIDAI may require.

14.3.6 The AUA understands and agrees that the failure to implement the grievance redressal mechanism in such manner as UIDAI may stipulate from time to time shall constitute a material breach of this Agreement.

14.4 *Notices*

14.4.1 Any notice or other document that may be given by either Party to the other Party under this Agreement shall be in writing and shall be delivered either in person or by Speed Post or at such email address as the Party may specify in writing.

14.4.2 In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below, and shall specify the contact person for purposes of communication:

Unique Identification Authority of India,
Head Office
(Authentication and Verification Division),
Bangla Sahib Road,
Gole Market, New Delhi - 110 001
Contact person: Deputy Director (Authentication and Verification)



_____ 27
_____ 28
Contact person: _____ 29

14.4.3 Any such notice or other document shall be deemed to have been given to the other Party—

- (a) if given in person between the hours of 10:00 a.m. and 5:00 p.m. at the address of the other Party as set out above;
- (b) if sent by email, provided the same fulfils the requirements under Chapter III of the Information Technology Act, 2000; or
- (c) if sent by Speed Post, then from the date on which the same was delivered or was returned by India Post despite the same being sent at the address set out above.

14.4.4 Either Party to this Agreement may change its address and contact person for communication purposes by giving the other reasonable prior written notice of the new information and its effective date.

14.4.5 Notwithstanding the contact person specified by UIDAI, UIDAI reserves the right to have any communication sent by any of its other officers.

14.4.6 Notwithstanding anything contained in Section 14 of this Agreement, the requirement of giving of a notice to the AUA by UIDAI shall be fulfilled if the same is given on the online portal of UIDAI through a dedicated user account of the AUA.

14.5 *Variations and further assurance*

14.5.1 No amendment, variation or other change to this Agreement shall be valid unless such amendment is made in writing and signed by the duly authorised representatives of the Parties to this Agreement.

14.5.2 Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other Agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the authentication services in this Agreement.

14.6 *Severability and waiver*

14.6.1 If any provision of this Agreement, or any part thereof, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question, which shall remain in full force and effect. The Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a

²⁷ Name of the Second Party

²⁸ Address of the Second Party

²⁹ Full name and full designation of the contact person of the Second Party



valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

14.6.2 No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

14.7 *Compliance with Applicable Law*

14.7.1 Each Party to this Agreement accepts that it shall at all times comply with the Applicable Law.

14.8 *Ethics*

14.8.1 The AUA represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee of UIDAI in connection with this Agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of UIDAI's standard policies and may result in immediate termination/cancellation of this Agreement.

14.9 *Entire agreement*

14.9.1 This Agreement, along with all annexes hereto, constitutes the entire Agreement between the Parties with respect to their subject matter and as to all other representations, understandings or agreements that are not fully expressed herein, provided that nothing in section 14 of this Agreement shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

15. Governing law and dispute resolution

15.1 This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules in relation to any legal action or proceedings to enforce this Agreement.

15.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts situated at New Delhi and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

15.3 *Good faith*

15.3.1 The Parties undertake to act in good faith with respect to each other's rights and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement. The Parties recognise that it is impractical in this Agreement to provide for



every contingency which may arise during the period of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them and without detriment to the interest of either of them and that, if during the period of the Agreement either Party believes that this Agreement is operating unfairly, the Parties shall use their best efforts to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this paragraph shall not give rise to a dispute, subject to arbitration in accordance with paragraph 15.5.

15.4 *Amicable settlement*

15.4.1 The performance of this Agreement is governed by the terms and conditions of the Agreement. In case of any dispute or differences arising out of or in relation to this Agreement, the Parties shall use their best efforts to settle all such disputes amicably; failing which, either Party of the Agreement may send a written notice of dispute to the other party. The Party receiving the notice shall respond to the same in writing, within 30 days from the date of receipt thereof. Failure to respond to the notice within 30 days, or failure to make best efforts to amicably settle the dispute within 60 days following the receipt of the reply to the notice, shall bring into operation the provisions of paragraph 15.4 or paragraph 15.5, as the case may be.

15.5 *Mediation and conciliation*

15.5.1 In the event of any dispute arising out of or in connection with this Agreement, the Parties shall, in the first instance, refer the dispute to Pre-litigation Mediation and Conciliation at the Delhi High Court Mediation and Conciliation Centre. Such reference shall be by way of a notice in writing and shall be a notice for the purposes of commencement of conciliation.

15.5.2 The commencement or pendency of conciliation shall not prevent either Party from seeking interim relief or reliefs for the purposes of preserving their rights.

15.5.3 If the dispute is not settled through conciliation within 60 days following the commencement of conciliation, or within such other period as the Parties may agree to in writing, such dispute shall, thereafter, be finally resolved through arbitration.

15.6 *Arbitration*

15.6.1 Any dispute or differences arising between the Parties out of or in connection with this Agreement or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be referred to and decided by a sole arbitrator.

15.6.2 The arbitration proceedings shall be held at the Delhi International Arbitration Centre and conducted in accordance with the rules made by the said Centre regarding such proceedings, the administrative cost there for and the arbitrator's fees.

15.6.3 The Parties agree to have their dispute and differences resolved in accordance with the provisions of section 29B of the Arbitration and Conciliation Act, 1996.



15.6.4 The language of the arbitration proceedings shall be English.

15.6.5 The decision of the sole arbitrator shall be accepted by the Parties as final and binding.

15.6.6 The Parties shall continue to discharge their respective obligations under this Agreement during the pendency of arbitration proceedings.

IN WITNESS WHEREOF, the Parties, through their duly authorised representatives, hereby sign and execute this Agreement, on the ___day of _____, 20__.

Signed and delivered for and on behalf of the Unique Identification Authority of India, acting through _____³⁰

Signature:

Signed and delivered for and on behalf of _____³¹ by _____³²

_____³³

Witnesses:

(1) _____³⁴

(2) _____³⁵

(_____)³⁶

(_____)³⁷

_____³⁸

_____³⁹

³⁰ Name and designation

³¹ Name of the Second Party

³² Designation

³³ Signature with seal / stamp of office

³⁴ Signature of witness 1

³⁵ Signature of witness 2

³⁶ Name of witness 1

³⁷ Name of witness 2

³⁸ Address of witness 1

³⁹ Address of witness 2



Annex 1⁴⁰

⁴⁰ Application form for Appointment as AUA and KUA, submitted by the applicant, duly filled in, along with the correspondence in this regard with UIDAI, to be added as Annex 1 [*see* item (1) of sub-clause (i) of clause (b) of paragraph 1.1.1 of the Agreement]



⁴¹ Declaration by the Authentication Service Agency/Agencies agreeing to provide its/their secure network connectivity and related services for the performance of authentication by the applicant, to be added as Annex 2 [*see* item (2) of sub-clause (i) of clause (b) of paragraph 1.1.1 of the Agreement]



⁴² Letter conveying in-principle approval to appoint the applicant as an AUA, to be added as Annex 3 [*see* sub-clause (ii) of clause (b) of paragraph 1.1.1 of the Agreement]



⁴³ Report of verification done by UIDAI-appointed independent audit agency, of the information furnished by the applicant (including in respect of documents, infrastructure and technological support that the applicant is required to have), as per the checklist for such verification, to be added as Annex 4 [*see* sub-clause (iii) of clause (b) of paragraph 1.1.1 of the Agreement, read with item (I) of sub-clause (ii) *ibid.*]



Annex 5

Terms and Conditions for use of e-KYC Authentication facility

1. e-KYC Authentication facility means the facility provided by UIDAI for authenticating an Aadhaar number along with demographic information or biometric information of the Aadhaar number holder, through the process of authentication.
2. The AUA shall have the right to use the e-KYC Authentication facility of UIDAI subject to payment of such fees as UIDAI may determine from time to time.
3. UIDAI hereby grants the AUA a non-exclusive and revocable right to use the e-KYC Authentication facility to perform Authentication of an Aadhaar number, in accordance with Applicable Law and the terms set out in this Agreement. The AUA understands and acknowledges that the use of e-KYC Authentication facility shall be provided at the sole discretion of UIDAI, which reserves the right to, at any time with prior notice and in its sole discretion, add, revise or suspend, in whole or in part, any of the modes of Authentication, for any reason whatsoever.
4. The AUA hereby unequivocally agrees that all backend infrastructure, such as servers, databases etc., required specifically for the purpose of Aadhaar e-KYC shall be based in the territory of India.
5. It is hereby clearly understood by the Parties that UIDAI shall have no responsibility or liability in relation to failures that may take place during the Aadhaar e-KYC process.



Annex 6

Financial Disincentives to be imposed on Authentication/e-KYC User Agency under the provisions of regulation 25 of the Aadhaar (Authentication and Offline Verification) Regulations, 2021

S. No.	Non-compliance	First contravention	Second contravention	Third contravention
1	Non-compliance of regulations number 5, 6, 7, 8, 9(1), 9(2), 9(5), 10(1), 10(3), 14, 15, 16, 17, 18(1), 18(2), 18(3), 18(4), 18(5), 21(3), 21(4), 22(1), 22(1A), 22(3) and 22(4) of the Aadhaar (Authentication and Offline Verification) Regulations, 2021	Disincentives up to Rs. 1 lakh per day for each day of non-compliance from the date of actual commission of violation regardless of the date of discovery of the same.	If the regulation is not complied within 15 days of issuance of notice by UIDAI on first contravention, disincentives up to Rs. 2 lakh per day for each day of non-compliance.	If the regulation is not complied within 15 days of issuance of notice by UIDAI on second contravention, disincentives up to Rs. 3 lakh per day for each day of non-compliance.
2	Non-compliance of the sections number 3, 4, 5, 6, 8 and 9 and paragraphs 11.1.2, 13.2, 13.4 and 14.3 of the Authentication User Agency Agreement	Disincentives up to Rs. 1 lakh per day for each day of non-compliance from the date of actual commission of violation, irrespective of the date of discovery of the same.	If the regulation is not complied within 15 days of issuance of notice by UIDAI on first contravention, disincentives up to Rs. 2 lakh per day for each day of non-compliance.	If the regulation is not complied within 15 days of issuance of notice by UIDAI on second contravention, disincentives up to Rs. 3 lakh per day for each day of non-compliance.

Note: It may be noted that the disincentives mentioned above are in addition to, and not in derogation of, any other remedy available to UIDAI under the Agreement and Applicable Law.