

Terms of engagement of Registrar in accordance with Regulation 21 of Aadhaar (Enrolment and Update) Regulations, 2016 as amended from time to time.

The Unique Identification Authority of India (**UIDAI/Authority**) is a statutory authority established under Section 11 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 which was later amended by the Aadhaar and Other Laws (Amendment) Act, 2019 ("**Aadhaar Act 2016**") on 12th July, 2016 by the Government of India, under the Ministry of Electronics and Information Technology ("**MeitY**"). The **Aadhaar Act 2016** provides for good governance, efficient, transparent, and targeted delivery of subsidies, benefits and services, the expenditure for which is incurred from the Consolidated Fund of India or Consolidated Fund of State, to individuals residing in India through assigning of Unique Identity Numbers (called Aadhaar numbers) to such individuals and for matters connected therewith or incidental thereto.

2. Definitions: Unless the Context requires otherwise

- a. 'Registrar' means any entity authorized or recognized by the authority for the purpose of enrolling individuals under the **Aadhaar Act 2016**.
- b. 'Enrolling agency' means an agency appointed by the Authority or a Registrar as the case may be, for collecting demographic and biometric information of individuals under the **Aadhaar Act 2016**.

3. The Registrar is fully aware and understands the provisions of the Aadhaar Act, 2016 and the Regulations framed there under which prescribes its obligations and responsibilities and further warrants that it shall at all times abide by the same. Terms and expressions used herein but not defined herein shall have the same meanings as assigned to those terms in the Aadhaar Act, 2016 and Regulations framed there under.

4. The Terms of Engagement (**ToE**) shall at all times be governed by the provisions of the Aadhaar Act, 2016 and Regulations framed there under including and any statutory amendment / modification therein and other applicable laws. If the Registrar contravenes any provisions of the Aadhaar Act, 2016 and/or Regulations framed there under, the Registrar shall be liable to penal provisions prescribed therein as well as penalties provided in Guidelines governing them, issued by the UIDAI from time to time.

5. The Terms of Engagement (**ToE**) shall come into effect from the date of signing of the ToE document and any party can exit after completing the provisions as per the exit policy. UIDAI engages Registrar in accordance with the Regulation 21 of Aadhaar (Enrolment and Update) Regulations, 2016 and Schedule V (as amended).

[A] The vital Terms of engagement

The Registrar shall:

- a. Abide by the provisions of the Aadhaar Act, 2016 and Regulations framed there under as well as Guidelines governing them, issued by the UIDAI from time to time.
- b. Onboard an Enrolling agency to carry out enrolment and update. A Registrar can act as an Enrolling agency and can also on board any entity under its supervision with the prior approval of UIDAI for providing Aadhaar services. Registrar may request for multiple EA (Enrolling Agency) code against one Enrolling agency and multiple EA admin rights against one EA code for better administrative control. Such onboarded enrolling agency shall also be governed by the provisions of the Aadhaar Act, 2016 and Regulations framed there under which are as amended from time to time.
- c. Select operator, supervisor and verifier to be involved in enrolment/update activities with due diligence. An engagement to be signed with such resources, mentioning the various actions applicable as per UIDAI process/regulations.
- d. Ensure background check and signing of Non Disclosure Agreement (NDA) for all resources before their onboarding.
- e. Ensure that hired operators and supervisors are fulfilling the necessary qualifications and certification based on the UIDAI requirement. Any failure with respect to this shall lead to termination of resources.
- f. Provide regular training to operators, supervisors and verifiers as per extent UIDAI guidelines issued from time to time.
- g. Disengage any Enrolling agency for violation of UIDAI's regulations and guidelines or directions and initiate appropriate action as per applicable laws, etc.
- h. Disengage and disassociate operators / supervisors who are suspended / blacklisted by UIDAI and initiate appropriate action against their erring employee or hired/outsourced manpower involved in enrolment and update activities.
- i. Provide liaison support to the staff and representatives of UIDAI when they visit the enrolment centres of the Registrar.
- j. Work with UIDAI to resolve difficulties faced on ground-level in the implementation of the Aadhaar Services and follow the process set out by the UIDAI for resolution of grievances, difficulties and conflicts regarding matters concerning the Aadhaar Services.
- k. Co-operate and collaborate with the UIDAI in conducting proof of concept (PoC) studies, pilots to test the working of the technology and process of enrolment into the UID database / update of the resident data, whenever requested by UIDAI.
- l. Follow all the standards, protocols, processes laid down by the UIDAI to implement the Aadhaar Services. Registrars shall ensure compliance of the standards, protocols laid down by the UIDAI on a continuous basis.

- m. Follow the standards for data fields, data verification, data quality and biometric fields, data verification, data quality and biometric fields prescribed by the UIDAI.
- n. Follow the process for enrolment of residents / update of Aadhaar number holder data; this shall include among other things the process for collection of biometric data as prescribed by the UIDAI.
- o. Use the software developed and provided by UIDAI only for the enrolment/update of resident/Aadhaar number holder into the UID database for the issuance of the Aadhaar number or updation of their biometric / demographic information. UIDAI may provide API interfaces in specific cases.
- p. Use only those enrolment/ update devices and IT Systems at all times, whose specifications have been approved by the UIDAI.
- q. Follow the process and systems prescribed by the UIDAI for transmission of the data^[TN1] .
- r. Follow the confidentiality, privacy and security protocols prescribed by the UIDAI.
- s. Follow protocols prescribed by the UIDAI for spreading and communicating the message, content and intent of the Aadhaar Services. Since the Aadhaar logo and tagline are property of the UIDAI, the UIDAI will prescribe the manner and limits of the use of UIDAI logo, tagline, brand design and other communication and awareness materials.
- t. Allow the UIDAI to conduct periodical audit of the enrolment process and to visit and inspect the offices and records of the Registrar and any other place which UIDAI or its authorised agency may deem necessary for this purpose.
- u. Submit periodical reports of enrolment to the UIDAI in the form and manner prescribed by the UIDAI and provide information related to the UIDAI from time to time as requested by the UIDAI.
- v. Cease to use intellectual properties and return / delete all such intellectual properties of the UIDAI from its IT and other systems, immediately on its termination and confirm to UIDAI in writing.
- w. Use UIDAI appointment portal or any such facility developed by UIDAI from time to time to provide Aadhaar Services to the residents at enrolment/ update centres. as per extent UIDAI guidelines.
- x. The Registrar to refer the updated/amended latest version of documents and pursue the EA/operator/supervisor/verifier to follow the contents strictly.
- y. Ensure display of UIDAI approved IEC information and contact details of Registrar and UIDAI at the AECs for collecting feedback and addressing the grievances of residents. Put in place an institutional mechanism to effectively oversee and monitor the implementation of the Aadhaar Services.

- z. Cooperate, collaborate and provide all assistance and support to the Officers of the UIDAI and other staff members / consultants / advisors of the UIDAI, to review and oversee the implementation of the Aadhaar Services
- Conduct periodical Inspections of Aadhaar Enrolment/update centres for ensuring quality of service and compliance of the provisions at Aadhaar and enrolment/Update centres as per UIDAI guidelines.
 - Comply with the guidelines issued by UIDAI from time to time to ensure quality Aadhaar enrolment/Update services to the residents or strengthening of the ecosystem.
 - Permit UIDAI or its approved agencies to conduct periodic inspection of the offices of the Registrar, Enrolling Agencies and enrolment Centres to ensure compliance of the enrolment process.
 - Raise the functional, technical or administrative issues with concerned Regional Office for support and resolution. In case of any delay or non response from the Regional Office(s), UIDAI, the same can be forwarded to UIDAI HQ.
 - Ensure display of applicable charges for the Aadhaar Services and UIDAI contact numbers and other IEC materials at the enrolment centres.

[B] Fees

UIDAI shall provide financial assistance to Registrar for every such enrolment which results in generation of an Aadhaar number as well as for mandatory biometric enrolment / updates in the case of residents already enrolled when they cross 5 years and 15 years of age and any other Aadhaar service as decided by UIDAI from time to time; the assistance shall be released as per rates duly approved by the UIDAI and as per procedures determined by UIDAI. For the other Aadhaar services provided, UIDAI shall permit the registrar to charge the resident as per the rates fixed by UIDAI from time to time.

[C] Intellectual Property

- a. The Registrar is aware that “Aadhaar Logo and Tagline” is the intellectual property of UIDAI and the Registrar understands that any unauthorized reproduction of the same constitutes infringement and may be subject to penalties, both civil and criminal.
- b. The Registrar shall have a non-exclusive right to use the Aadhaar logo and Tagline and to represent itself as an entity providing Aadhaar Enrolment and Update to resident(s)/NRI, subject to the condition that all rights, title and interest, including intellectual property rights, in the Aadhaar logo and Tagline shall vest, at all times with UIDAI.

- c. The Registrar shall use the Aadhaar logo and Tagline, without any modification, in its promotional, educational and informational literature, till the time it ceases to be the Registrar of UIDAI as per the guidelines which are available at https://uidai.gov.in/images/commdoc/logo_guidelines.pdf.
- d. The Registrar shall not authorize any entity other than enrolling agency to use the Aadhaar logo and Tagline, except with the prior written permission of UIDAI.
- e. The Registrar upon becoming aware of unauthorized use, copy, infringement or misuse of the Aadhaar logo and/or tagline, and any rights, title and interest therein, including intellectual property rights, it shall notify UIDAI about such unauthorized use forthwith. At the request of UIDAI, the Registrar shall take part in or give assistance in respect of any legal proceedings and execute any documents and do things reasonably necessary to protect the rights, title and interest of UIDAI, including intellectual property rights, in respect of the Aadhaar logo and tagline.

[D] Indemnity and Limitation of Liability

- a. The Registrar understands that the use of Aadhaar Enrolment and Update Service by the Registrar does not result in incurring of any liability by UIDAI whatsoever. The Registrar alone shall be responsible for the proper and judicious use of the Aadhaar Enrolment and Update Services. UIDAI shall not, in any case, be held responsible for damage and/or harm, direct or indirect, material or immaterial, or of any nature whatsoever, arising from any unavailability of the Aadhaar Enrolment and Update Service or its use by the Registrar.
- b. Without prejudice to generality of the above, the Registrar shall at all times indemnify and keep UIDAI harmless and indemnified from and against all claims, liabilities, losses and costs, fines, penalties, expenses, taxes, assessment, any damages, fees (including advocate's/attorney'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 proceeding), judgments, awards, assessments, obligations, damages, etc., which UIDAI may suffer or incur arising out of, or in connection with:
 - i. any act, neglect, default or omission on the part of the Registrar, its subsidiaries or any person associated with the Registrar, including but not limited to liabilities arising from non-compliance of applicable standards and/or Regulations prescribed by UIDAI, from time to time, unauthorized use or disclosure of Confidential Information and failure to comply with

data protection and storage requirements, as prescribed by UIDAI, from time to time;

- ii. any breach by the Registrar of the terms and conditions of its appointment/engagement and/or its obligations;
 - iii. any breach by the Registrar of its obligations under any Law(s) or contract, etc.;
 - iv. any default or omission on the part of the Registrar in abiding with any statutory Regulations, instructions and guidelines issued by UIDAI, the Government of India, and any other governmental authority.
 - v. Any damage and/or harm, direct or indirect, material or immaterial, or of any nature whatsoever, arising from any unavailability of the Registrar or its use by the Registrar.
- c. In the event of a Third Party bringing any claim or action against UIDAI of any nature, as a consequence of the use of Aadhaar Enrolment and Update Service by the Registrar, the Registrar shall defend and/or assist UIDAI in defending, at the Registrar's sole cost, such claims or actions, either in a legal proceeding or otherwise and keep UIDAI indemnified and harmless, at all times, against all actions, claims, demands, costs, charges and expenses arising out of or incurred by reason of any infringement of intellectual property rights of any Third Party in connection with the use of the Aadhaar Enrolment and Update Services.

[E] Confidentiality, Data Protection, Security and Use of Information

- a. The Registrar shall treat all information, which is disclosed to it as a result of its operation, as Confidential Information, and shall keep the same confidential, maintain secrecy of all such information of confidential nature and shall not, at any time, divulge such or any part thereof to any third party except as may be compelled by any court of competent jurisdiction, or as otherwise required by law, and shall also ensure that same is not disclosed to any person voluntarily, accidentally or by mistake.
- b. The Registrar shall undertake all measures, including security safeguards, to ensure that the information in the possession or control of the Registrar, is secured and protected against any loss or unauthorized access or use or unauthorized disclosure thereof, including all obligations relating to protection of all information in terms of the Aadhaar Act, 2016 (as amended time to time) and Regulations framed there under.
- c. The Registrar understands and is aware that the UIDAI assumes no responsibility or liability for any action or inaction,

use or misuse of the Confidential Information and other data in the control of the Registrar or its enrolling agency or operators.

[F] Financial Disincentives

- a. UIDAI without prejudice to any other action which it may take under the Act, for violation of any regulation, process, standard, guideline or order, by the Registrar or its Enrolling Agency, may immediately suspend the activities of the Registrar or its Enrolling Agency after holding due enquiry, it may take steps for imposition of financial disincentives on the Registrar or its Enrolling Agency and for cancellation of the credentials, codes and permissions issued to them pursuant to the Aadhaar Act, 2016 and regulations framed there under.
- b. UIDAI shall have the right to suspend the services without any prior notice at any time. It shall have the right to subsequently cancel the engagement by giving fifteen (15) days' notice without any protest or demur from the Registrar, in the event the Registrar;
 1. fails to comply with the Regulations or the Guidelines or the decision and directions issued by UIDAI, from time to time, with regard to the interpretation and enforcement of the Standards;
 2. is in breach of its obligations mentioned in the terms of appointment/engagement;
 3. is liquidation, or if a receiver has been appointed in respect of the Registrar or the Registrar becomes subject to any form of insolvency administration or files for voluntary liquidation.
- c. The Registrar shall have no right to any compensation for cancelation of the appointment/engagement as Registrar by UIDAI.
- d. Upon cancelation of engagement by UIDAI, the Registrar shall, forthwith, cease to use the Aadhaar logo and tagline for any purposes, and in any form, whatsoever.
- e. Registrar shall adhere or ensure adherence by its Enrolling Agency to the Methodology for Enforcing Process Guidelines & Data Quality issued by UIDAI.
- f. The Liability of Registrars/enrolment agencies and other service providers in case of default shall be governed by Regulation 26 of the Aadhaar (Enrolment and Update) Regulations, 2016 (as amended).
- g. The financial disincentive shall be levied upon the Registrars against defaults as per the Policy for enforcing of Aadhaar

(Enrolment and Update) Regulations 2016 , processes, standards, guidelines, Data Quality and containing corrupt / fraudulent practices issued by UIDAI, as modified from time to time.

[G] Grievance Redressal Mechanism

- a. The Registrar shall setup a grievance handling mechanism to receive and address the complaints from the residents/Aadhaar number holder with regard to Aadhaar Enrolment and Update services performed by it.
- b. The Registrar shall provide various channels to the residents/Aadhaar number holder to lodge their complaint such as phone, e-mail, web-portal, SMS, etc. Such information shall be displayed for Aadhaar number holders at all touch points. Registrar to appoint grievance redressal officer.
- c. UIDAI may require from the Registrar the details of any complaint and its redressal by the Registrar.
- d. The Registrar shall provide a periodical report of all the grievances handled by it in the format prescribed by UIDAI, from time to time.
- e. Registrar shall ensure display of UIDAI approved IEC information and contact details of Registrar and UIDAI at the AECs for collecting feedback and addressing the grievances of residents.

[H] Dispute Resolution

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then unresolved dispute or differences shall be referred for arbitration by the sole arbitrator, to be appointed by the UIDAI. The provisions of the Arbitration & Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the Arbitration. The venue of such arbitration shall be at New Delhi. The language of arbitration shall be English. The parties agree to have their dispute(s) or difference(s) resolved in terms of **Section 29B – Fast track procedure**, of the Arbitration and Conciliation Act, 1996 (as amended). The courts in Delhi, India shall have exclusive jurisdiction in relation to this Terms of Engagement. The decision of the Sole Arbitrator shall be accepted by the parties as final and binding. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the Ld.Sole arbitrator.

Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to

perform all of their obligations under this engagement without prejudice to a final adjustment in accordance with such award.

[I] Closure of an Agreement

During the tenure of the TOE, either Party may close and nullify this engagement by providing prior written notice of three months to the other party.

- However, this clause shall not be applicable to those registrars who are mandated to provide Aadhaar services consequent to a Government notification.

Termination as penal measure - UIDAI reserves the rights to terminate the services of Registrar or Enrolling Agency with immediate effect for repeated /grave error violations of Aadhaar Act, 2016 and Aadhaar (Enrolment and Update) Regulations, 2016 as amended from time to time.

[J] Harmonious Construction

The terms of engagement of Registrar by UIDAI shall at all times be construed in harmony with the Aadhaar Act, 2016 and the regulations framed there under. The terms and expressions used herein but not defined herein shall have the meanings assigned to those terms in the Aadhaar Act, 2016 and Regulations framed there under.

[K] Amendment Clause

The parties may amend the term of the Terms of Engagement (ToE) by way of writing and signed by both the parties thereto.