

Between

Unique Identification Authority of India

And

National Securities Depository Limited

of
after
after

Union Bank of India, Mumbai
Samarthal Marg Branch, planning
& Development
Department, Fort, Mumbai 400023
D-5/STP/V/C.R.1008/03.04/2105-07

Union Bank of India, Mumbai
Samarach Marg Branch, planning
& Development
Department, Fort, Mumbai 400023
D-5/STP/Y/C.R. 1008/03/04/7105-07

under the
settled
electronic
more
towns in
transfer

INDIA
STAMP DUTY
MAHARASHTRA

भारत 76885
131306
Special
Adhesive
FEB 15 2011
महाराष्ट्र

RECORDED
15:11

00000000-PB5062

securities in electronic form. NSDL also acts as an agency which has set up and manages Tax Information Network (TIN) and processing of PAN applications and issuance of PAN cards to the PAN applicants on behalf of Income Tax Department, Government of India. NSDL is also the Central Recordkeeping Agency (CRA) under the New Pension System (NPS) of Government of India.

Whereas, in order to implement the UID project, NSDL is entering into this MoU with the UIDAI

Whereas, this MoU shall come into effect from the day it is signed.

Definitions:

Unless the Context requires otherwise;

Registrars are departments or agencies of the Central Government/ State Government/Union territory, public sector undertakings and other agencies and organisations, who, in normal course of implementation of some of their programs, activities or operations interact with residents. Examples of such Registrars are Rural Development Department (for NREGS) or Civil Supplies and Consumer Affairs Department (for TPDS), insurance companies such as Life Insurance Corporation and Banks.

Enrolling Agencies are entities hired by Registrars to perform enrolment functions on behalf of the Registrar(s).

UID Project and the scope of the MoU

1. The UIDAI has the mandate from the Government of India to issue unique identification numbers (Aadhaar numbers) to residents of India based on



demographic and biometric data of the individual. UIDAI will partner with Government and other agencies leveraging their existing infrastructure in order to implement the UID project.

2. UIDAI will set standards and processes for enrolment to be uniformly followed by all Registrars and Enrolling Agencies. The UIDAI will issue UIDs after checking that the resident applying for UID does not already have a record and a Aadhaar number in the UID database (de-duplication). In addition, the UIDAI will provide online Authentication service.
3. This MoU between the UIDAI and NSDL sets out below, the general and broad-based intentions of both Parties for collaboration and as an umbrella understanding for facilitation of subsequent agreements and documents relevant for the implementation of the UID project by NSDL.
4. In the interest of clarity and to reduce ambiguity, the UIDAI may execute additional agreements and documents to capture details about implementation of UID Project with NSDL.
5. UIDAI shall :
 - a. Develop and prescribe standards for recording data fields, data verification and biometric fields.
 - b. Prescribe a process for enrolment of residents; this will include among other things the process for collection of biometric data.
 - c. Provide/prescribe the software that will be used for the enrolment of people into the UID database in order to issue the Aadhaar numbers.
 - d. De-duplicate the database of the residents on the basis of the Demographic and Biometric data and issue Aadhaar numbers to only those whose uniqueness of identity has been established and after ensuring that the person has not enrolled in the UID database before.

- e. Issue a letter communicating the Aadhaar number directly to the person who has been allotted Aadhaar number after de-duplication. UIDAI will also communicate the Aadhaar number electronically with the Registrar in UIDAI prescribed format.
- f. Authenticate the identity of a person with a Aadhaar number as per the protocols prescribed by the UIDAI.
- g. Prescribe protocols for record keeping and maintenance of the information collected for the issuance of a Aadhaar number.
- h. Prescribe protocols for transmission of the data collected for de-duplication.
- i. Prescribe protocols to ensure the confidentiality, privacy and security of data.
- j. Prescribe limits for fees that could be charged for issuing a Aadhaar number.
- k. Prescribe protocols for spreading and communicating the message, content and intent of the Aadhaar project. Since the UIDAI logo and brand name are properties of the UIDAI, the UIDAI will prescribe the manner and limits of the use of UIDAI logo, brand name, brand design and other communication and awareness materials.
- l. Prescribe other protocols, processes and standards and that the UIDAI may deem necessary for the implementation of the Aadhaar project.
- m. Conduct periodic audit of the enrolment process and to this end shall have the authority to visit and inspect offices of the Registrar and Enrolling Agencies. Such audits are necessary to ensure the integrity of the enrolment process and to ensure uniformity across the country.
- n. Prescribe mechanisms for resolution of grievances that the residents may have during enrolment and authentication.

6. NSDL shall :

- a. 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 and subsequently full roll out of the UID project.
- b. Put in place an institutional mechanism to effectively oversee and monitor the implementation of the UID project in the programs of NSDL.
- c. Provide required financial and other resources to carry out the enrolment processes as per the phasing decided by NSDL.
- d. Identify Enrolment Agencies for the implementation of the UID project.
- e. Cooperate and collaborate with and provide all assistance and support to the Deputy Director Generals (DDG) concerned of the UIDAI and other staff members/consultants/advisors of the UIDAI to effectively implement the UID project with NSDL.
- f. Provide liaison support to the staff and representatives of UIDAI when they visit the Enrolling agencies implementing the UID project.
- g. Work with the UIDAI to resolve difficulties faced on the ground in the implementation of the UID project.
- h. Follow the process set out by the UIDAI for resolution of grievances, difficulties and conflict regarding matters concerning the UID project.

7. The following is an indicative list of the obligations of the Registrar, these will be elaborated in the detailed additional agreements and documents as deemed necessary by UIDAI. Notwithstanding anything contained in this clause, this list can be expanded or elaborated as required to ensure integrity and uniformity of enrolment into the UID database. In order to implement the UID project the Registrars shall:

- a. Either do the enrolment directly or through Enrolment Agencies who shall be identified and appointed by the Registrars (UIDAI may recommend certain criteria to be fulfilled to be an Enrolment Agency). The Enrolment Agencies will be working on behalf of the Registrars and will be accountable to the Registrars; therefore they should follow all the standards, protocols, processes laid down by the UIDAI to implement the UID project. Registrars must ensure compliance by the Enrolling Agencies of the standards, protocols, processes laid down by the UIDAI on a continuous basis.
- b. Follow the standards for data fields, data verification and biometric fields prescribed by the UIDAI.
- c. Follow the process for enrolment of residents; this will include among other things the process for collection of biometric data prescribed by the UIDAI.
- d. Use the software developed by the UIDAI for the enrolment of people into the UID database for the issuance of the Aadhaar number.
- e. Use only those devices and IT systems whose specifications have been approved by the UIDAI.
- f. Follow the protocols prescribed by the UIDAI for record keeping and maintenance.
- g. Follow the process and systems prescribed by the UIDAI for transmission of the data collected for de-duplication.
- h. Follow the confidentiality, privacy and security protocols prescribed by the UIDAI.
- i. Have the option to charge a fee for enrolment into the UID database and issuance of Aadhaar number but the fees charged from residents cannot be higher than the maximum amount prescribed by the UIDAI in this regard.
- j. Follow protocols prescribed by the UIDAI for spreading and communicating the message, content and intent of the UID project,

Since the UID logo and brand name are properties of the UIDAI, the UIDAI will prescribe the manner and limits of the use of UIDAI logo, brand name, brand design and other communication and awareness materials.

- k. Follow protocols, processes and standards prescribed by the UIDAI for the implementation of the UID project.
- l. Allow the UIDAI to conduct periodic audit of the enrolment process and to visit and inspect the offices and records of the Registrar and Enrolment Agencies and any other place the UIDAI or its empowered agency may deem necessary for their purpose.
- m. Submit periodic reports of enrolment to the UIDAI in the form and manner prescribed by the UIDAI.
- n. Provide logistic and liaison support to the staff and agents of UIDAI when they visit the Registrar and Enrolling Agencies implementing the UID project.
- o. Provide information related to the UID project to the UIDAI from time to time as requested by the UIDAI.
- p. Work with the UIDAI to resolve difficulties faced on the ground in the implementation of the UID project.
- q. Follow the process set out by the UIDAI for resolution of difficulties and conflict regarding matters concerning the UID project.

Miscellaneous

- 8. In situations where the processes and standards for enrolment set by the UIDAI are not followed or are violated (wilfully or otherwise) by the Registrar and/or an Enrolling Agency, the UIDAI shall make reasonable attempts to discuss and attempt to resolve difficulties with the Registrar. Pursuant to which if the recommendations of the UIDAI are not implemented and the matter settled to the satisfaction of both the parties, the

UIDAI shall have the option to de-register the concerned Registrar and / or demand replacement of a concerned Enrolment Agency as the case maybe.

9. Any provision of this MoU may be amended or waived if, and only if, such amendment or waiver is evidenced by a written instrument signed by duly authorised representatives of both the Parties, or, in the case of a waiver, by the Party against whom the waiver is to be effective.

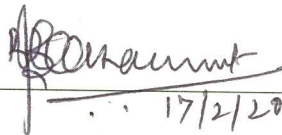
IN WITNESS WHEREOF, the undersigned have executed this MoU, in duplicate, as of the date set forth above.

SIGNED for and on behalf of

Unique Identification Authority of India

By **Mr. B.B. Nanawati**

Signature


17/2/2011

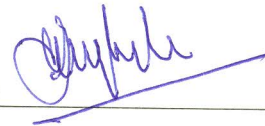
Deputy Director General

SIGNED for and on behalf of

National Securities Depository Limited

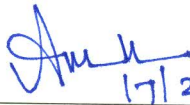
By **Mr. Jayesh Sule**

Signature



Executive Director

Witness


17/2/2011

Name : Ms. Amutha Arunachalam

Witness



Name : Mr. Hiten Mehta