

DRAFT MEMORANDUM OF UNDERSTANDING

(in a non judicial stamp paper of Rs. 50 / in duplicate)

....., Ahaving its registered Office at (herein after referred to as Registrar) which expression shall mean and includes its successor, permitted assigns,

AND

Unique identification Authority of India (herein after referred to as UIDAI), setup by the Government of India (GoI) as an attached office of the Planning commission having its office at IIIrd Floor, Tower-II, Jeevan Bharati Building , Connaught Place, New Delhi -110001, which expression , unless repugnant to the extent or meaning thereof, shall mean and include its successors.

I. Preamble

Whereas Government of India has set up Unique Identification Authority of India (UIDAI) with the mandate to issue Aadhaar Numbers (hereinafter “UID Number or AADHAAR”) to all residents of India hereinafter “UID project”.

Whereas, has presence across cities where they could leverage Static or permanent enrolment –cum-update centres for the UID project and would like to be associated with the project as an “**Registrar**”.

Whereas, in order to implement the UID Project is entering into this MoU with UIDAI. Whereas will setup a Project Monitoring Unit to oversee the implementation of the UID Project.

Where as this MoU shall come into effect from _____ and shall be valid for a period of 5 years, unless terminated by the parties to this MoU upon 30 days written notice sent to the other party by registered post acknowledgement due. In the event of termination, the Registrar will comply with the UIDAI’s exit policy for Registrars.

II. Definitions: Unless the Context requires otherwise;

- a. Registrars are Ministries , Departments / Agencies/ Companies 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 or activities of their mandate / activities or operations interact with Residents.
- b. Enrolling Agencies are entities engaged by Registrars to perform enrolment and update functions on behalf of registrar(s).
- c. Data Update means any change in the original demographic and / or biometric data provided by the resident at the time of first enrolling for aadhaar that is requested by a residents and approved by UIDAI after verification.

III. UID Project and the scope of the MoU

1. The UIDAI has the mandate from the Government of India to issue Unique identification Numbers (UID numbers or AADHAAR numbers) to residents of India based on demographic and biometric data of the individual, as well take all steps to enable updating of this data of this data periodically. UIDAI is partnering with different agencies leveraging their existing infrastructure in order to implement the UID project. These agencies are called registrars of the UIDAI. individual UIDAI will –
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 UID number in the UID database (de-duplication). In addition the UIDAI will provide prescribed processes and standards for updating the resident's demographic and biometrics data through multiple channels. UIDAI will also provide online , real-time Authentication service.
3. This MoU between the UIDAI and the 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
4. The UID project will be implemented in a phased manner; the UIDAI will be conducting proof of concept studies and pilots to test the working of the technology and process of enrolment and would require the co-operation of the State Government/Union territory and Registrars in this regard.
5. In the interest of clarity and to reduce ambiguity, additional agreements and documents to capture details about implementation of UID Project may be executed between the parties, if required.

IV. UIDAI shall :

- a. Develop and prescribe standards for recording and updating demographic & Biometric data fields, data verification.
- b. Prescribe a process for enrolment of residents as well as updating the demographic and biometric data of the 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 as well as update their demographic and biometric data.
- 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. UIDAI will also undertake the process of verifying and approving any request for data update from any resident.

e. Issue a letter communicating the AADHAAR number directly to the person who has been allotted an AADHAAR number after de-duplication or else whose request for some data update has been approved and requires issuance of a written communication in the form of a letter to the resident. . UIDAI will also communicate the AADHAAR number electronically with the Registrar in UIDAI prescribed format, if desired by the Registrar.

f. Authenticate the identity of a person with a AADHAAR number as per the protocols prescribed by the UIDAI.

g. Prescribe protocols for document management ,record keeping and maintenance of the information collected for the issuance of an AADHAAR number or an update request.

h. Prescribe protocols for transmission of the data collected for de-duplication or an update.

i. Prescribe protocols to ensure the confidentiality, privacy and security of data.

j. Prescribe limits for fees that could be charged for issuing an AADHAAR number.

k. Prescribe protocols for spreading and communicating the message, content and intent of the Aadhaar 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.

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 /update process, and to this end shall have the authority to visit and inspect offices of the Registrar and Enrolling Agencies engaged by the Registrar as well as the enrolment Centres.

n. Prescribe mechanisms for resolution of grievances that the residents may have during enrolment and authentication.

o. Make payments to the Registrar for enrolments which result in successful de-duplication and generation of aadhaar number as well as for compulsory biometric enrolment / updates in the case of residents enrolled when they cross 5 years and 15 years of age, as per rates duly approved by the Government of India and as per the procedures determined by UIDAI. UIDAI will also prescribe financial penalties for poor quality enrolment / update data and would also prescribe the policies for suspension / blacklisting of poorly performing enrolment agencies and enrolment operators / supervisors.

V. 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/ update of the resident data , whenever requested by UIDAI .
- b. Put in place an institutional mechanism to effectively oversee and monitor the implementation of the UID project.
- c. Provide required financial and other resources to the Registrars to carry out the enrolment / update processes.
- d. Identify and engage Enrolment agencies for the implementation of the UID project; disengage and disassociate enrolment agencies and / or operators / supervisors who are suspended / blacklisted by UIDAI.
- e . Cooperate and collaborate with 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 effective implementation of the UID project by
- 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 and follow the process set out by the UIDAI for resolution of grievances , difficulties and conflicts regarding matters concerning the UID project.

VI. The following is an indicative list of the obligations of as Registrar; these may 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 or update of resident data in the 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 Enrolling Agency). The Enrolment Agencies will be working on behalf of the Registrars and will be accountable to the Registrars; however , they shall 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, data quality and biometric fields prescribed by the UIDAI.
- c. Follow the process for enrolment of residents / update of resident data; 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 or update of their data.

e. Use only those enrolment / update devices and IT systems at all times, whose specifications have been approved by the UIDAI.

f. Follow the processes and protocols prescribed by the UIDAI for document management and record keeping and maintenance.

g. Follow the process and systems prescribed by the UIDAI for transmission of the data.

h. Follow the confidentiality, privacy and security protocols prescribed by the UIDAI.

i. 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.

j. 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.

k. Submit periodic reports of enrolment to the UIDAI in the form and manner prescribed by the UIDAI provide information related to the UIDAI from time to time as requested by the UIDAI.

l. Cease to use intellectual properties and return / delete all such intellectual properties of the UIDAI from its IT and other systems, immediately after termination / expiry of the MoU and confirm to UIDAI in writing.

VII. Miscellaneous

(a). **Fees** : UIDAI will provide financial assistance to as a Registrar for every successful enrolment which results in generation of a Unique Aadhaar number as well as for compulsory biometric enrolment / updates in the case of residents already enrolled when they cross 5 years and 15 years of age, as per rates duly approved by the Government of India and as per procedures determined by UIDAI. UIDAI will not provide any financial support for any resident demographic & / or biometric update, other than the cases referred to above. In these cases would charge a fee from the resident for updating the demographic & / or Biometric data. The charges for the service would be determined as per procedure followed for fixing the rates / charges for delivery of various government services through SCS's and will be intimated to UIDAI also.

(b) Consequences of Breach: 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 engaged by Registrar, the UIDAI shall make reasonable attempts to discuss and attempt to resolve difficulties with the Registrar apart from any extant financial penalties which may be levied by UIDAI as per its policy. If the matter is not settled to the satisfaction

of both the parties, the UIDAI shall have the option to terminate the MoU and de-register the concerned Registrar and / or demand replacement of the concerned Enrolment agency as the case may be.

(c) Governing law: The rights, duties and obligations of the parties that in any manner relates to, arising out of or is concerned with this MoU shall be governed by the Indian law. Disputes between the parties shall be subjected to the jurisdiction of the courts in the National Capital territory of Delhi.

(d) Severability : If any provision of this MoU is declared void or unenforceable, such provision will be severed from this MoU, and the balance of the MoU will remain in full force ad effect.

(e) Notices : For the purposes of all communication and transmittals of information , the parties designate the following individuals:

For UIDAI

For

Attn : Assistant Director General

Attn:

Tel.

(f) The Terms and Conditions mentioned in this MoU constitutes the entire agreement and understanding of the parties and shall supersede all communications, negotiations, arrangements, either oral or written, with respect to the subject matter. No amendments to or modifications of this MoU shall be effective unless reduced to writing and executed by the parties.

In witness thereof, the undersigned have executed this MoU, in duplicate , as of the sate set forth above.

For

For UIDAI

Attn:

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Assistant Director General

Date

Date