

AGREEMENT

This Contract is made and entered into on this _____ day of _____, 2018 by and between Department of Information Technology & Communication, Jaipur), having its Head Office at IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as AUA-Authentication User Agency) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, an organisation registered under the Indian/state organisation Act, its registered office at _____ (herein after referred as the "Sub AUA") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

And Whereas,

M/s _____ is desirous of using authentication services provided by AUA by becoming Sub-AUA through Application No. _____ dated _____

And whereas

AUA has accepted the request of organisation (Sub-AUA) and has approved the request vide Letter No. _____ dated _____

Now it is hereby agreed to by and between both the parties as under:

1. The Sub AUA who is seeking to use Aadhaar Authentication to enable a specific service/business function is solely responsible for the choice of authentication type(s). The choice of the Authentication type shall be the sole decision of the Sub AUA, and no other entity, including UIDAI, Authentication Service Agency and Aadhaar Holder shall have any role in this decision of Sub AUA.
2. The Sub AUA assumes complete responsibility with regard to its network connectivity with AUA & AUA shall have no responsibility in this regard.
3. The Sub AUA shall establish and maintain necessary authentication related operations, including systems, processes, infrastructure, technology, security, etc., which may be necessary for using Aadhaar Authentication Service, in compliance with standards and specifications, issued by UIDAI/AUA from time to time.
4. The Sub AUA shall only employ the Authentication Devices and associated application components (such as sensor and extractor pairs for fingerprint and iris scanners) which are duly registered with/ approved/ certified by UIDAI or an agency appointed by UIDAI for this purpose. Sub AUA understand the authentication type to be employed by it in providing Aadhaar Enabled Services and shall employ the Authentication Devices which confirm to the authentication type adopted by the Sub AUA, and UIDAI/AUA shall have no role to play in this regard, and shall have no liability or responsibility in this respect.
5. The Sub AUA shall ensure that the persons employed by it for providing Aadhaar Enabled Services and for maintaining necessary systems, infrastructure, processes, etc. in this regard, possess requisite qualifications for undertaking such works. The Sub AUA shall be responsible for ensuring that such personnel are suitably and adequately trained to conduct Aadhaar Enabled Services, in compliance with specifications and standards prescribed by UIDAI/AUA from time to time.
6. The Sub AUA shall, at all times, comply with the provisions contained in the Information Technology Act, 2000 and the statutory rules framed there under, from time to time, in so far as the same has application to its operations in accordance with this Agreement, and also with all other Laws, rules and regulations, whether already in force or which may be enacted anytime in the future, pertaining to data security and management, data storage, sharing and data protection, as also with the National Identification Authority of India Bill, as and when the same in enacted into a law and comes into force, and shall ensure the same level of compliance by its Authentication Device.
7. The Sub AUAs shall maintain logs of all authentication transactions processed by it, capturing the complete details of the authentication transaction and shall retain the same for a duration as prescribed by UIDAI/AUA from time to time but shall not, in any event, store the Aadhaar Personal Identity Data of the Aadhaar Holder (PID). The Sub AUA understands and agrees that the logs maintained by it shall not be shared with any individual or entity, and that the storage of the logs

maintained by it shall comply with all the relevant laws, rules and regulations, including, but not limited to, the Information Technology Act, 2000 and the Evidence Act, 1872.

8. In case of any investigations around authentication related fraud(s) or dispute (s), the Sub AUA shall extend full cooperation to UIDAI/AUA, and/or any agency appointed/authorized by it and/or any other authorized investigation agency, including, but not limited to, providing access to their premises, records, personnel and any other relevant resource / information, etc. of or pertaining to its Authentication Device.
9. The Sub AUA unequivocally agrees that all applications used by it in running its Aadhaar authentication operations shall be duly certified/ approved by UIDAI or an agency appointed/ approved by UIDAI/AUA (as and when UIDAI/AUA creates a certification mechanism for certifying Aadhaar enabled applications),. In the event the already certified/ approved applications employed by the Sub AUA undergo modifications, the Sub AUA shall deploy the modified applications only after renewed certification/ approval from UIDAI/AUA.
10. AUA may determine the charges or framework for charges for Sub-AUA for Aadhaar authentication, e-KYC and other authentication services for which AUA shall send periodical invoice (Monthly/Quarterly) to Sub-AUA and against which Sub-AUA shall promptly release payment to AUA within 30 days of receipt of invoice date.
11. AUA shall not be responsible for failure of transaction and/or disruption in services on account of connectivity, maintenance and any other systematic unforeseen reasons at the end of UIDAI and/or AUA.
12. The Sub- AUA shall comply by all the standard/protocol/guidelines issued by UIDAI and AUA. AUA reserve the right to change the conditions of agreement or additional conditions may be imposed on Sub-AUA to comply with the guidelines issued by UIDAI/State Registrar, for which Sub-AUA shall submit a fresh agreement or supplementary agreement.
13. The Sub-AUA (government department /entity) need not to submit license fee. However, Sub- AUA shall bear any financial impact/burden imposed by UIDAI on the transaction performed by Sub-AUA or due to any reason/non-compliance observed by UIDAI or its authorized agency (DoIT&C).

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the responsibilities & guidelines of Sub-AUA & AUA issued by UIDAI in witness whereof the organisation have caused this contract to be executed by their Authorized Signatories on this ____day of _____, 2018.

Signed By:	Signed By:
() Designation: Organisation (Sub-AUA)	() Authorized Signatory (AUA) DoIT&C, Jaipur
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Organisation (Sub-AUA)	() Designation: DoIT&C, Jaipur
() Designation: Organisation (Sub-AUA)	() Designation: DoIT&C, Jaipur