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Unique Doc. Reference	:	SUBIN-PYPYSHIMP1727538108340241W
Purchased by	:	DEPT OF CIVIL SUPPLIES AND CONSUMER AFFAIRS
Description of Document	:	Article 5 Agreement or Memorandum of Agreement
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	DEPT OF CIVIL SUPPLIES AND CONSUMER AFFAIRS
Second Party	:	CENTRE FOR DEVELOPMENT OF ADVANCE COMPUTING
Stamp Duty Paid By	:	DEPT OF CIVIL SUPPLIES AND CONSUMER AFFAIRS
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

AGREEMENT

BETWEEN

CENTRE FOR DEVELOPMENT OF ADVANCE COMPUTING
[e-Sign Service Provider (ESP)]

AND

DEPARTMENT OF CIVIL SUPPLIES AND CONSUMER AFFAIRS
[Application Service Provider (ASP)]

This Agreement is made and executed on 10th day of June, 2024 at Puducherry, by and

HIF 0003159464

Contract and Agreement

Agreement between C-DAC e-Sign Service Provider (ESP) and Application Service Provider (ASP)

AGREEMENT

BETWEEN

CENTRE FOR DEVELOPMENT OF ADVANCE COMPUTING (ESP)

AND

Department of Civil supplies and Consumer Affairs(ASP)

This Agreement is made and executed on Tenth day of June , 2024 at **Pune**, by and

BETWEEN

Centre for Development of Advanced Computing, a Scientific Society of the Ministry of Electronics and Information Technology, Government of India; registered under the Societies Registration Act, 1860 and Bombay Public Trusts Act, 1950 and having its registered office at Savitribai Phule Pune University Campus, Ganeshkhind, Pune – 411007, India (hereinafter referred to as 'e-signature Service Provider' or 'ESP') which expression shall mean and includes its successors, permitted assigns **PARTY OF THE FIRST PART**

AND

Department of Civil supplies and Consumer Affairs, Union Territory of Puducherry of Govt. of India, established under the Consume Protection Act 1986 and registered under the Societies Registration Act 1860/Bombay Public Trust Act 1950/Companies Act, 1956, /Companies Act 2013/Indian Partnership Act/Limited Liability Partnership Act having its registered office at Thattanchavady (hereinafter referred to as 'Application Service Provider' or 'ASP' which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives, agents and permitted assigns) **PARTY OF THE SECOND PART**

Whereas C-DAC is set up to emerge as the premier R&D institution for the design, development and deployment of electronic and IT solutions for economic and human advancement, with the mission to expand the frontiers of electronics and IT, evolve technology solutions, architectures, systems and standards for nationally important problems, achieve rapid and effective spread of knowledge by overcoming language barriers through application of technologies, share experience and know-how to help build advanced competence in the areas of electronics and IT, bring benefits of electronics and IT to society, and utilize the Intellectual Property generated by converting it to business opportunities.

Whereas mention about relevant activities of ASP

A. ASP wishes to obtain certain services as more specifically defined in this Agreement from ESP;

B. ESP is willing to provide such services in accordance with the terms and conditions of this Agreement;

Now therefore, inconsideration of the foregoing and mutual covenants and promises contained herein and other good and valuable Considerations, the receipt and adequacy of which is hereby acknowledged, the parties hereby covenant and agree and this agreement witness as follows:

1.   **Definitions and Interpretations**

   a.   '**Aadhaar Authentication Services**' shall mean the authentication services provided by

   i.   UIDAI and used by ASP where the personal identity information of/data of an Aadhaar-holder (who is a beneficiary, customer, employee or associate of the ASP) is matched with their personal identity information/data that is stored in the UIDAI's Central Identity Data. Repository in order to provide Aadhaar enabled services to such Aadhaar holder.

   ii.   The ASP shall avail Aadhaar authentication service by establishing a connection with UIDAI's Central Identity Data Repository, through the ESP.

   b.   "**Aadhaar Enabled Services**" shall mean services provided by the ASP to Aadhaar Holder who is having a valid and registered mobile number with Aadhar (UIDAI), using the Aadhaar Authentication Services of UIDAI.

   c.   '**Aadhaar Holder**' shall mean an individual who holds an Aadhaar Number;

   d.   '**Aadhaar Number**' shall mean the unique identification number issued to a resident byUIDAI;

   e.   'Contract/**Agreement**' shall mean this Contract/agreement executed between the Parties, along with its schedules, annexures and exhibits, if any, and all instruments supplemental to or amending, modifying or confirming this agreement in accordance with the provisions of this agreement, if any, in each case as they may be supplemented or amended from time to time;

   f.   '**Authentication Data Packet**' shall mean a data packet which has been created based on pre-defined protocol (data elements, order of data elements, etc.), prescribed by UIDAI from time to time and which contains Personal Identity Data (PID) collected from Aadhaar Holders for the purpose of Aadhaar Authentication;

   g.   '**Authentication Device**' shall mean a terminal or device from where the ASP carries out its service/business functions and interacts with Aadhaar Holders, by seeking authentication of Aadhaar Holders identity to enable the ASP's business function;

   h.   '**Authentication Service Agency (ASA)**' shall mean an entity providing compliant secured network connectivity to the UIDAI and the Authentication User Agency for enabling Aadhaar Authentication Services as separate agreements entered into between the entity and UIDAI and Authentication User Agency respectively;

   i.   '**Authentication User Agency**' shall mean an entity engaged in providing Aadhaar Enabled Services to Aadhaar Holder, using the Aadhaar Authentication Services of UIDAI, as facilitated by the

Authentication Service Agency, in accordance with the terms and conditions of the relevant agreements that may be entered into between the Authentication Service Agency and an Authentication User Agency and between UIDAI and the Authentication User Agency, from time to time;

j. '**Biometric Information**' shall mean ten finger prints and iris image of a resident, captured by UIDAI, as a part of the enrolment process for issuance of Aadhaar Number;

k. '**Business Day**' shall mean any day other than a Saturday, Sunday or official public holiday in India;

l. '**Controller of Certifying Authorities (CCA)**' shall have the same meaning as such term is defined in Information Technology Act, 2000 and rules and regulations made thereunder as amended from time to time.

m. '**Central Identity Data Repository (CIDR)**' means a centralized database in one or more locations containing all Aadhaar numbers issued to Aadhaar number holders along with the corresponding demographic information and biometric information of such individuals and other information related thereto;

n. '**Confidential Information**' shall mean any information which is considered confidential in terms of Clause 9 of this Agreement and shall include, but not limited to, information such as Aadhaar Number, name, address, age, date of birth, relationships and other demographic information, as also, biometric information such as finger print and iris scan of a resident;

o. '**Digital Signature Certificate (DSC)**' shall have the same meaning as defined under the Information Technology Act, 2000 and rules and regulations made thereunder as amended from time to time;

p. '**e-KYC**' shall mean the transfer of demographic data (such as Name, Address, Date of Birth,

Gender, Mobile number, Email address, etc.) and photograph collected by UIDAI in the form of a digitally signed XML document to an Authentication User Agency, through an Authentication Service Agency, based on resident authorization received by UIDAI in the form of successful biometric or OTP-based Aadhaar authentication;

q. '**e-signature**' shall mean an online electronic signature service which can be integrated with service delivery applications via an open API to facilitate an Aadhaar holder to digitally sign a document;

r. '**False Accept**' shall be referred to a accept transaction where a system identifies a biometric as genuine (while, in reality it belongs to some other individual) or will fail to reject an impostor biometric. Imposter can be defined as someone who intentionally or unintentionally is presenting his/her biometric against someone else's Aadhaar number;

s. '**KYC Service Agency (KSA)**' shall mean Authentication Service Agency that is eligible to provide access to the e-KYC service through their network;

t. '**KYC User Agency (KUA)**' shall mean Authentication User Agency that is eligible for the e-KYC service;

u. '**Laws**' shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or person acting under the authority of any governmental authority, whether in effect or which may come into effect in the future;

v. '**OTP**' shall mean one time password sent to the Aadhaar holder's cell phone for the purpose of authentication;

w. '**Party**' refers to individually to ASP and the ESP;

x. '**Parties**' refer collectively to ASP and ESP;

y. '**Personal Identity Data (PID)**' refers to Aadhaar-based Personal Identity Data/ Information including biometric and demographic information as well as the OTP used for Authentication;

z. '**Services**' shall mean the services to be provided by ESP to ASP as agreed in this Agreement;

aa. '**Standards**' shall mean the standards issued by UIDAI with regard to Services covered by this Agreement and the standards issued by ASP from time to time for performance of Services;

bb. '**Successful Transaction**' means the event of receipt of a DSC by ASP from ESP for a particular Document in the case of ASP and the event of dispatch of a DSC to ASP by ESP for a particular Document ;

cc. '**Third Party**' shall mean any party who is not a Party to this Agreement;

dd. '**UIDAI**' shall mean Unique Identification Authority of India or any of its successors in office.

2.   Interpretations

a.   In this Agreement, unless the context requires otherwise:

   i.   reference to singular includes a reference to the plural and vice versa;

   ii.   reference to any gender includes a reference to all other genders;

   iii.   reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;

   iv.   reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;

   v.   references to any statute or regulation made using a commonly used abbreviation, shall be construed as a reference to the title of the statute or regulation;

   vi.   references to any Article, Clause, Section, Schedule or Annexure, if any, shall be deemed to be a reference to an Article, Clause, Section, Schedule or Annexure of or to this Agreement.

b.   Clause headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.

c.   When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.

d.   If any provision in this Agreement is a substantive provision conferring rights or imposing obligations on anyone, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

e.   Any word or phrase defined in the body of this Agreement shall have the meaning assigned to it in such definition throughout this Agreement unless the contrary is expressly stated or the contrary clearly appears from the context.

f.   The rule of construction, if any, that a contract shall be interpreted against the party responsible for the drafting and preparation thereof shall not apply.

g.   Reference to days, months or years in this Agreement shall be a reference to calendar days, months or

years, as the case may be, unless the contrary is expressly stated or clearly appears from the context.

h.   Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same, as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

3.   Agreement

ASP agrees to avail Services from ESP and ESP agrees to provide Services to ASP, on nonexclusive, revocable and limited basis in accordance with the terms and conditions of this Agreement.

4.   Scope of Services

C-DAC shall offer e-Sign service using which any valid Aadhaar holder with registered mobile numbers using Aadhaar OTP (One Time Password) or Biometric (Finger Minutiae) based e-KYC services, shall be able to get his document digitally signed. C-DAC has become a CA under the Controller of Certifying Authorities and has been empanelled as ESP to offer the eSign services.

eSign service can be integrated within various service delivery applications to facilitate digitally signing a document by an Aadhaar holder. It is designed for applying Digital Signature using authentication of the subscriber through Aadhaar authentication and e-KYC service. ESP shall enable ASP application to leverage the eSign service.

C-DAC ESP shall offer the following services

- Shall offer e-Sign service through ASP using which any valid Aadhaar holder with a registered mobile number, shall be able to get his document digitally signed
- Shall offer Aadhaar-eKYC – OTP/BIO type class of certificates
- Shall manage and operate the ESP and CA services as given in the CPS and as per the guidelines of CCA
- Shall during the term of this agreement, maintain its empanelment / agreement with UIDAI

5.   Obligations of ESP

5.1 The ESP shall, during the Term of this Agreement, maintain necessary licenses with CCA or Certifying Authority (as the case may be) as required for issuance of DSC.

5.2 The ESP shall, during the Term of this Agreement, maintain its empanelment / agreement with UIDAI enabling ESP to provide e-sign services to ASP.

5.3 ESP shall provide services in conformity with CDAC CA CPS available at www.esign.cdac.in.

5.4 The obligations/responsibilities/duties of ESP are subject to limitations/restrictions/constraints mentioned in this document.

5.5 ESP shall take consent from Aadhaar Holder(s) to use their Aadhaar Number/VID/UID token /Biometeric Information/OTP for the services applied for by such Aadhaar Holder(s).

**6.	Obligations of ASP**

6.1 ASP warrants and represents to ESP that-

i. ASP is an entity legally constituted and validly existing under the laws of India;

ii. ASP has all requisite powers and authority and has taken all actions necessary to execute, deliver, and perform its obligations under this Agreement;

iii. This Agreement has been validly executed by ASP and constitutes a valid agreement binding on ASP and enforceable in accordance with the laws of India.

iv. ASP is aware of the fact that online Aadhar based eKYC Authentication facility has been limited to specific services.

6.2 ASP, who is seeking to use Aadhaar Authentication to enable a specific service/business functions, is solely responsible for the choice of authentication type(s). The choice of the Authentication type shall be the sole decision of the ASP, and no other entity, including UIDAI, ESP and Aadhaar Holder shall have any role in this decision of ASP.

6.3 ASP shall undertake that "Services provided by C-DAC shall be exclusively in accordance with the guidelines provided in judgment delivered by the Supreme Court of India, on September 26, 2018, in writ petition (Civil) No.494 of 2012 – Justice K.S. Puttaswamy (Retd.) and Anr. Vs. Union of India and Ors."

6.4 ASP shall undertake to C-DAC for use of online services using the process of eKYC for limited purposes, based on the judgment delivered by Hon'ble Supreme Court of India, dt. September 26, 2018.

6.5 ASP hereby covenant and take full responsibility henceforth for providing eSign services of C-DAC, only for Non-commercial purposes and for Direct Benefit Transfer (DBT) purposes.

6.6 ASP shall undertake to indemnify and keep indemnified and harmless C-DAC, its Directors and employees, from and against any and all liability resulting from claims, demands, penalties, suits and judgments and all costs, charges and expenses relating thereto as a result of a breach by ASP of its covenants as stated hereinabove.

6.7 ASP assumes complete responsibility with regard to its network connectivity with ESP.

6.8 ASP 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 Aadhar Act, standards and specifications, issued by UIDAI from time to time.

6.9 ASP 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. ASP understands and agrees that the authentication type to be employed by it in providing Aadhaar Enabled Services and shall employ the Authentication Devices which conform to the authentication type adopted by ASP, and ESP/UIDAI shall have no role to play in this regard, and shall have no liability or responsibility in this respect.

6.10	ASP 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 ASP 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 from time to time.

6.11 ASP 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.

6.12   ASP 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 from time to time but shall not, in any event, store the Aadhaar Personal Identity Data of the Aadhaar Holder (PID). The ASP 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.

6.13   In case of any investigations around authentication related fraud(s) or dispute (s), the ASP shall extend full cooperation to UIDAI, 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.

6.14   ASP shall carry out the integration process as outlined by ESP along with necessary documents, consents and undertakings.

6.15   ASP assures/declares/ conforms that all the documents/information/data etc.. given to /shared with/submitted to ESP shall be correct, genuine, true and ESP shall be entitled to terminate this contract with immediate effect and without notice to ASP; in the event of any information/documents/data given/shared/submitted by ASP is found wrong/false/missing/suppressed/misleading etc.. and ASP shall be responsible and liable for all financial and other consequences arising out of or incidental to such actions/omissions by ASP/termination of this contract

6.16   ASP shall send the document hash and other details to ESP in encrypted format for authentication by UIDAI as per the stipulation of UIDAI

6.17   The e-KYC data shall not be used by ASP for purposes other than that for which the resident has explicitly given his/ her consent.

6.18   ASP shall not share the e-KYC data with any other agency for whatsoever purposes except and to the extent provided under this Agreement.

6.19   ASP shall physically and virtually locate/install/keep/maintain/upgrade/operate all its infrastructure from within India only. ASP shall ensure that all its actions/omissions etc. shall be used for lawful purposes only and shall not be against/anti/detrimental to India's security/safety/image/reputation and other interests.

6.20   ASP shall be responsible and liable for any claims/actions/demands/effects/consequences etc. arising out of/incidental to any information/documents/data etc. given to ESP by ASP.

6.21   ASP agrees that C-DAC shall neither be liable nor responsible for the actions/ omissions/ performance/ non-under-part performance/ defaults/ failures/ lapses etc of ASP.

6.22   ASP shall be responsible and liable for breach of any of the obligations / responsibilities / duties / performance (part-under-non-performance) arising out of the Supreme Court judgment.

6.23   ASP agrees and accepts that ESP shall have no responsibility in relation to failures that may take place during the Aadhaar based authentication process, including but not limited to, failures as a result of, false reject, network, or connectivity failure, device failure, software failure, possible down time and central identities data repository, etc.

6.24   ASP agrees and accepts that ESP shall have no responsibility in relation to failures that may take place during the eSign process, including but not limited to, failures as a result of, reject, network, or

connectivity failure, device failure, software failure, possible down time and central identities data repository, etc.

6.25 ASP agrees and accepts that services offered by ESP are on the Best Effort basis and are dependent upon third parties actions/performance/availability/responses etc.

6.26 ASP agrees and accepts to pay the amount as per Tax invoice generated by ESP based on the successful transaction log generated at ESP end.

6.27 ASP shall carryout security audit of its application by ICERT empanelled agency and application audit as per CCA guidelines by IS certified auditor and submit the certificates along with auditors' reports to ESP along with request to act as ASP and also as and when and software application is changed or one year from the issuance of the Audit Certificate , whichever is earlier.

6.28 ASP acknowledges, agrees and accepts that ESP shall provide separate ASP-ID for each software application through which ASP will avail ESP services. Each new software application of ASP shall be audited and certified as mentioned in this document.

6.29 ASP shall ensure that all its actions shall be in conformity with CDAC CA CPS available on www.esign.cdac.in

6.30 ASP shall not use/publicize/print/emboss/circulate or otherwise associates itself with trademarks/logos/symbols of ESP without prior written permission of ESP. Any continued use of logos/names/marks/symbols of ESP by ASP upon expiry/termination of this contract or in violation of the permission given; shall make ASP responsible and liable to all legal/financial consequences/damages etc.

6.31 ASP shall save and indemnify ESP from/against any claims/demands/actions/suits etc. arising out of/incidental to this contract or any infringement of Intellectual property of C-DAC. ASP shall be liable to pay for all costs and expenses including but not limited to attorney's fees, travel, accommodation, lodging, boarding, transport etc.. claimed from/borne/incurred/paid by ESP.

6.32 ASP agrees and accepts entire responsibility and liability for breach of any of the obligations/responsibilities/duties/performance (part/under/non-performance) of ASP and ESP shall not be responsible and liable for the actions/omissions/performance/non-under-part performance/defaults/failures/lapses etc. of ASP.

7. Fees

As on the date of signing this agreement following will be applicable:

7.1 E-sign services shall be provided by ESP to ASP, as per following:

S. No.	Particulars	Price Per Signature(in ₹)
1.	e-Sign	2

7.2 E-sign services shall be provided by ESP to ASP on Payment of advance amount of (Rupees 100000 only) as refundable non-interest bearing security deposit.

7.3 Invoices will be raised monthly/quarterly for the successful number of e-Signs logged at ESP server in that month/quarter.

7.4 GST as applicable at the time of billing shall be charged extra on price quoted above.

8. Force Majeure

8.1 The Parties agree that neither of them shall be liable to the other for any loss, delay, damage or other casualty suffered or incurred by the other owing to earthquakes, floods, fires, explosions, acts of God, war, terrorism, court orders, epidemics, pandemics, quarantines or any other such cause, which is beyond the reasonable control of the Party and any failure or delay by any other Party in the Performance of any of its obligations under this Agreement owing to one or more of the foregoing causes shall not be considered as a breach of any of its obligations under this Agreement. The Parties however agree that any financial failure or non-performance of any financial obligations or covenants of the Parties shall not constitute Force Majeure.

8.2 The Party claiming benefit of Force Majeure shall however not be entitled to the same unless it has intimated the other Party of the occurrence of such an event within a period of seventy hours from the occurrence of such Force Majeure event indicating therein the steps that it is taking or intending to take to mitigate the effect of such Force Majeure on the performance of his obligations under this Agreement.

9. Confidentiality and data protection

9.1 Each Party shall treat all information, which is disclosed to it as a result of the operation of this Agreement, 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 or agency 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.

9.2 Parties shall use the Confidential Information strictly for the purposes of authentication of the Aadhaar Holder, and for providing Aadhaar Enabled Services, in accordance with this Agreement. Parties shall ensure compliance with all applicable laws and regulations including but not limited to regulations on data protection under the Information Technology Act, 2002 when collecting information from residents for their business purposes.

9.3 Parties shall scrutinize the data collected by it, while processing authentication requests, on a periodic basis, and shall preserve such data collected in relation to an authentication request until such time as may be prescribed by UIDAI from time to time.

9.4 Parties are prohibited from storing any PID in their data base or in any storage device of any nature whatsoever including Authentication Device or in any machine, device or instrument of any kind whatsoever, removable storage devices or in physical form, at point in time.

9.5 Parties hereby unequivocally agrees to undertake all measures, including security safeguards, to ensure that the information in the possession or control of the Parties, as a result of operation of this Agreement, is secured and protected against any loss or unauthorized access or use or unauthorized disclosure thereof.

9.6 Any and all Intellectual property arising out of or incidental to this contract shall be exclusively owned by C-DAC/ESP. ASP agrees to sign and execute all applications/affidavits/deeds/assignments/ documents etc. in favour of C-DAC/ESP to register/protect IP in the name of C-DAC.

9.7 It is hereby mutually agreed that this Clause shall survive the termination of this Agreement.

10. Disclaimer of Warranties and Limitation of Liability

C-DAC does not give any kind of warranties about its ESP services. ESP does not warrant that its services will be error/defect free. C-DAC hereby disclaims all guarantees, warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties or conditions of merchantability of fitness for a particular purpose, of lack of viruses, of accuracy or completeness of responses, of results, and of

lack of negligence or lack of reasonable care or workmanlike effort, all with regard to its services. Also, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement with regard to the software/system/services.

In no event ESP shall be liable to ASP/its clients/customers/users /employees/agents/associates /beneficiaries /citizens and any other persons for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business, loss of opportunities, loss of reputation etc.. arising out of or incidental to use of Services offered by CDAC/ESP, regardless of the cause of action, even if the C-DAC has been advised of the likelihood of damages. The entire risk as to the quality of or arising out of the use or performance of the ESP services remains with ASP.

11. Audit rights

The ASP unequivocally agrees to provide full co-operation to UIDAI/ESP/CCA or any agency approved and/or appointed by UIDAI/ESP/CCA in the audit process, and to provide to UIDAI/ESP/CCA or any agency approved and/or appointed by UIDAI/ESP/CCA, complete access to its procedures, records and information pertaining to services availed.

12. Term

12.1   This Agreement shall come into force and effect on the date first written above (2024-10-06).

12.2   Unless terminated earlier in accordance with the terms of this Agreement, this Agreement shall remain in force and effect for a period of 2 years from the Effective Date ('Term'). The Term of the Agreement may be extended by the Parties with mutual agreement.

13. Termination

13.1   This Agreement shall be deemed to be automatically terminated (without any notice) if and when:

(a)   The term expires

(b)   the agreement between ESP and ASA is terminated;

(c)   the agreement between ESP and UIDAI is terminated;

(d)   the license/authority provided by CCA/Certifying Authority to ESP for providing DSC related services is revoked/cancelled/suspended.

13.2   Either Party may terminate this Agreement by giving 30 days prior written notice to the other Party sent by Regd./Speed Post AD.

14. Consequences of termination

14.1   In case of termination of this Agreement due to any reason, ASP shall pay ESP all due and payable amounts of Fees for the Successful Transactions completed till the effective date of termination.

14.2   In case of termination of this Agreement due to any reason or upon expiry of this Agreement, the ESP

shall retain a copy of all logs, documents, artifacts etc. for a period of 2 years thereafter and shall share with ASP such logs, documents, artifacts etc. promptly upon receipt of request from ASP**.**

15.   Dispute resolution / Arbitration

15.1   In the case of any dispute arising upon or in relation to or in connection with this Agreement between the Parties, the disputes shall at the first instance be resolved through good faith negotiations, which negotiations shall begin promptly after a Party has delivered to the other Party a written request for such consultation.

15.2   If the dispute or difference is not resolved within 30 days as per the above clause, it shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 – DPE (GM)/ FTS – 1835 dt. 22/05/2018. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide.

15.3   The parties shall opt for the arbitration as per provisions of Arbitration and Conciliation Act, 1996 and as amended from time to time, if the mandate of above-mentioned arbitration by AMRCD/PMA is not in existence at the time of occurrence of dispute or the same is not applicable to the dispute.

15.4   The Parties shall continue to perform their respective obligations under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration.

15.5   The Parties shall use their best endeavors to procure that the decision of the Arbitrators shall be given within a period of six (6) months or soon thereafter as is possible after it has been demanded.

16.   Other

16.1   Applicable law and jurisdiction

This Agreement shall, in all respects, be governed by, and construed in accordance with the laws of India. The Courts in Pune, India shall have exclusive jurisdiction in relation to this Agreement, to try, entertain and decide the matters which are not covered under the ambit of Arbitration.

16.2 Waiver

No failure by a Party to take any action with respect to a breach of this Agreement or a default by any other Party shall constitute a waiver of the former Party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any Party of any breach or failure to comply with any provision of this Agreement by a Party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with

any other provision of this Agreement, unless any such waiver has been consented to by the other Party in writing.

17.   Severability

If any Clause or part thereof, of this Agreement or any agreement or document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future Laws effective during the term of this Agreement, then it is the intention of the Parties that the remainder of the Agreement, or any agreement or document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this Agreement to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the Agreement, or enter into suitable amendatory or supplementary agreements, as will best preserve for the Parties the benefits and obligations under such provision.

18.   Notices

Any notice, direction or other documentation required or remitted to be given hereunder shall be in writing and may only be given by personal delivery, international courier, electronic mail or facsimile (with confirmation received) at the addresses hereinafter set forth:

a.   **For ASP**:

Address: Thattanchavady, Puducherry - 605 009

Attention: S Sathiyamoorthy

Phone Numbers:0413-2253345

Fax No. :

e-mail: civil@py.gov.in

b.   **For ESP**:

Address: Centre for Development of Advanced Computing (C-DAC)

Innovation Park 34, B/1,

Panchawati Rd, Panchawati, Pashan,

Pune, Maharashtra 411008

Attention: **Mr. Satyaswarup Yerramilli**

Phone Numbers: **020-25503541**

Fax No. : _____

e-mail: **swarup@cdac.in**

19.   Enurement

This Agreement will ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

20.   Expenses

Each of the Parties shall bear the fees and expenses of their respective counsels, accountants and experts and all other costs and expenses as may be incurred by them incidental to the negotiation, preparation, execution and delivery of this Agreement.

21.   Surviving provisions

The provisions of this Agreement, which are intended to survive the term of this Agreement by their very nature, shall survive the termination of this Agreement. Notwithstanding the generality of the above, clauses related to indemnity, confidentiality, arbitration and applicable law and jurisdiction shall survive the termination/expiration of this Agreement.

22.   Assignment

This Agreement shall not be assigned by either Party without obtaining a prior written consent from the other.

23.   Independent Parties and Non-Solicitation

Parties shall be independent parties and the relationship arising out of/incidental to this contract shall not mean or construed/deemed as any kind of partnership/joint venture/agency etc..

Further, ASP shall not solicit/induce/attract/engage/employ directly or indirectly any employees/members/staff/associates/consultants without written consent of ESP.

24. Entire Agreement

This Agreement and its schedules/annexures/appendices constitutes the entire agreement between the Parties. There are not and will not be any verbal statements, agreements, assurances, representations and warranties or undertakings among the Parties and this Agreement may not be amended or modified in any respect except by written instrument signed by the Parties.

25. Counterparts

This Agreement is executed in one original and one copy. Original is kept with ESP and copy with ASP.

IN WITNESS WHEREOF the parties have each executed this Agreement by its duly authorized officer as of the day and year first above written

SIGNED AND DELIVERED FOR AND ON BEHALF OF ASP:

Title& Name: **S Sathiyamoorthy**

Designation: **Director**

Signature:

SIGNED AND DELIVERED FOR AND ON BEHALF OF ESP:

Title& Name: **Mr. Satyaswarup Yerramilli**

Designation: **Associate Director, HPC AI-IT Infra & Ops, C-DAC Pune.**

Signature: