

Memorandum of Understanding

This MOU is made and executed on 9th June 2015 at New Delhi

BETWEEN

CSC e-Governance Services India Limited, a Company incorporated under the Companies Act 1956, having its registered Office at Electronics Niketan, 4th Floor, DIT, Programme Management Unit, 6, CGO Complex, Lodhi Road, New Delhi-110003 (hereinafter referred to as "**CSC SPV**") which expression shall mean and includes its successors, permitted assigns

AND

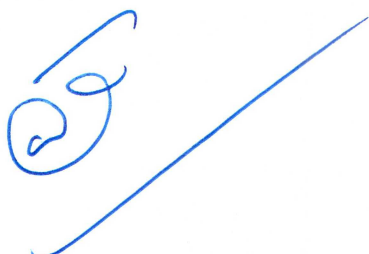
Ministry of Urban Development, Government of India (hereinafter referred to as "**MOUD**") which expression shall mean and includes its successors

Hereinafter referred to collectively as "Parties" and separately as "Party"

Whereas CSC SPV has been incorporated to enable a range of services to support the network of Common Services Centers (CSC), which are broadband enabled rural service delivery points established by Service Centre Agencies (SCAs), who are private parties selected by the State Governments, for aggregating content and offering relevant Government to Customers (G2C), Business to Customers (B2C), Business to Business (B2B) and other services to rural citizens;

And

Whereas the Ministry of Urban Development is the apex authority of Government of India at the national level to formulate policies, sponsor and support programme, coordinate the activities of various Central Ministries, State Governments and other nodal authorities and monitor the programmes concerning all the issues of urban development in the country. Now, therefore, it is agreed by and between CSC SPV and Ministry of Urban Development as follows:



1. Areas of collaboration:

- a) This MOU sets out the understanding between CSC SPV and MOUD in relation to the collaboration for the delivery of services which includes collection of data for specific projects through the Common Services centers.
- b) Both the Parties agree to collaborate in delivery of MOUD services to residents of India as per the standard and norms prescribed by MOUD and mutually agreed between both the parties.

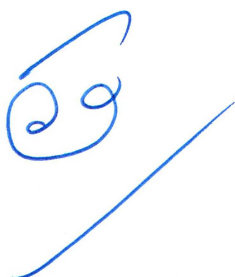
2. The broad scope of work:

To facilitate online services, following charges shall be taken from the Ministry of Urban Development, Government of India for citizen using the CSC network in all the States and Union territories of India.

SI No.	Name of Service	Transaction Cost (in Rs)
1	Application form filling and submission to approving authority	3
2	1 (one) Photo scanning and uploading	5
3	1 st page of passbook – scanning and uploading	5
4	Acknowledgement print/sanction letter	2
5	1 geo tagged photograph uploading of final work	5

*above rates are exclusive of service tax

*It is to be noted that the number and scope of services will increase in future for which necessary amendments may be made to this MOU with mutual agreement as is appropriate.



3. Co-ordination:

Both parties will identify a single point of contact from the respective side for interaction and coordination on all matters relating to work under this MOU.

4. Technical Integration:

The interface for delivery of the services through the CSC would be accessed and delivered through the portal developed by CSC SPV. Hence, both parties shall work in coordination for technical integration of CSC SPV Portal and MOUD Portal to deliver services effectively through the CSC Portal.

Either party shall share their application, documentation, API's, source code etc (collectively known as artifacts) required for the technical integration subject to security & confidentiality requirements of the artifacts under consideration.

5. Non-Exclusive:

This agreement is non-exclusive to both the parties

6. Confidentiality:

- a) Both parties shall take all reasonable care to ensure that intellectual property, privacy and confidentiality of any information (inclusive but not limited to software, designs, dataset, etc) from other party (and other institutions, as applicable) are not compromised.
- b) Each Party will treat as confidential all Confidential Information of the other Party and shall not disclose such Confidential Information to any third party without prior written consent of the other Party.
- c) Each Party will promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

d) **Exceptions:** Notwithstanding the above, neither Party will have liability to the other with regard to any Confidential Information of the other which the receiving party can demonstrate:

- Was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving Party
- was known to the receiving Party through no breach of any other confidentiality MOU at the time of disclosure, as evidenced by the receiving Party's files / documents in existence at the time of disclosure;
- Was independently developed by the receiving Party as evidenced by the receiving Party's files/documents in existence at the time of disclosure
- Is disclosed by the disclosing Party to any third party without confidentiality obligations similar to those contained in this MOU; or
- Is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the receiving Party will provide prompt notice thereof to the disclosing Party prior to any disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- If a receiving party claims that Confidential Information falls under one of the above subsections, such receiving party has the burden of establishing the fact of such exception by clear and convincing evidence.

7. Limitation of Liability:

Neither Party shall be liable to other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party that are: (a) of direct, indirect,

special, or consequential nature; or (b): any loss of turnover, profits, contracts, business opportunity will; or (c) in respect of lost, incorrect, or spoiled data.

8. Indemnity:

Each Party shall indemnify and hold harmless each other from any third party claims and losses arising in connection with this MOU to the extent that such claims or losses are attributable to or arise from the agreement actions or omissions of its own employees or agents.

9. Term and Termination:

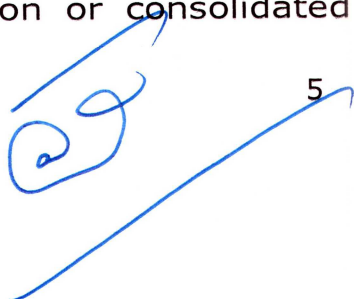
This MOU shall commence on date of execution of this MOU and continue in full force and effect for a period of 5 years, unless terminated by the parties as per the provisions of this MOU. Either Party may terminate this MOU upon 30 days written notice sent to the other party by registered post acknowledgment to the other Party. In the event of termination, a termination plan shall be mutually agreed to manage the orderly wind down of the project within the notice period.

10. Inspection and Audits:

CSC SPV shall allow MOUD's auditors to inspect the end user applications developed by CSC SPV and its partners that are used to deliver services stated in this MOU and related proposals. Such inspections and audits are necessary to ensure safety of resident data from any misuse and for overall process improvement. Dates for such visits and details of visiting officers shall be mutually agreed between both parties. During these visits, CSC SPV will arrange logistics and liaison support for visiting MOUD officers or representatives.

11. Reports:

Both the parties shall provide transactional and operations reports periodically to each other, which may be specific to a service, geographic region or consolidated in a format specified by the parties.

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These reports would help in understanding the effectiveness of the services, Issues faced in the field, and potential improvement areas. MOUD may utilize this information to further improve its artifacts and infrastructure and other components under its scope of operations.

12. Non binding:

The terms of this MOU are statements of intent only and are intended only to provide the general principles and key terms for initial cooperation, understanding and negotiation between the Parties. This is not a binding agreement between the parties and does not contain all matters upon which agreement must be reached in order for any transaction between the Parties to be consummated. This MOU does not constitute an offer, binding commitment or obligation on either Party, nor shall it be construed as creating a contract or deemed to be a contract of any nature and under no circumstances and no legally binding agreement shall exist until the parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party's management and legal entities.

13. Notices:

All notices and other communication under this MoU shall be in writing and in English and either delivered by hand or sent by registered recorded Addresses.

14. Relationship between the Parties:

The Parties are independent entities, and no agency, partnership, joint venture or employee employer relationship is intended or created by this MOU. Neither Party will make any warranties or representations on behalf of the other

15. Modification:

No modification to this MOU will be effective unless agreed to in writing by the Parties.

16. Entire MOU:

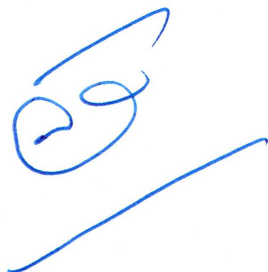
This MoU, sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, condition and all other communications relating thereto.

17. Severability:

If any of the provisions of this MoU are declared to be invalid, such provisions shall be severed from this MOU and the other provisions hereof shall remain in full force and effect.

18. Dispute resolution:

- a) This MOU shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Delhi, India
- b) Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration
- c) The reference shall be to a sole arbitrator, to be appointed by the MOUD, acting as an Appointing Authority, whose decision shall be final and binding on the parties. The proceedings of the Arbitration shall be held at Delhi.



The parties each with the undersigned authorized representatives by their signatures execute this MOU as of the date of first written above.

For

**Ministry of Urban
Development**

For

**CSC e-Governance
Services India Limited**



Signature

Name: Praveen Prakash

Joint Secretary and Mission Chief Executive Officer
Director (SBM)

Date:



Signature

Name: Dr. Dinesh Kumar Tyagi

Date: