

**Terms of Engagement of Registrar in accordance with Regulation 21 of
Aadhaar (Enrolment and Update) Regulations, 2016 as amended from
time to time**

The Unique Identification Authority of India (UIDAI/Authority) is a statutory authority established under Section 11 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 which was later amended by the Aadhaar and Other Laws (Amendment) Act, 2019 ("the Aadhaar, Act 2016") on 12th July, 2016 by the Government of India, under the Ministry of Electronics and Information Technology ("MeitY"). The Aadhaar Act, 2016 provides for good governance, efficient, transparent, and targeted delivery of subsidies, benefits and services, the expenditure for which is incurred from the Consolidated Fund of India or the Consolidated Fund of the State, to individuals residing in India through assigning of Unique Identity Numbers (called Aadhaar numbers) to such individuals and for matters connected therewith or incidental thereto.

2. Definitions: Unless the Context requires otherwise, -

a. 'Registrar' means any entity authorized or recognized by UIDAI for the purpose of enrolling individuals under the Aadhaar Act, 2016.

The Registrar shall be represented by an authorized representative and shall be wholly responsible for supervision/monitoring of enrolment/update activities under the Registrar. The said designated officer shall sign this Terms of Engagement (ToE) for and on behalf of the Registrar.

b. 'Enrolling Agency' means an agency appointed by the UIDAI or a Registrar as the case may be, for collecting demographic and biometric information of individuals under the Aadhaar Act 2016.

The Enrolling Agency (EA) shall be represented by an authorized representative, nominated by the concerned Registrar, and shall be wholly responsible for supervision/monitoring of enrolment/update activities under the EA.

3. The Registrar is fully aware and understands the provisions of the Aadhaar Act, 2016 and

the Regulations framed thereunder, which prescribes its obligations and responsibilities and further warrants that it shall at all times abide by the same. Terms and expressions used herein but not defined herein shall have the same meanings as assigned to those terms in the Aadhaar Act, 2016 and Regulations framed thereunder.

4. The Terms of Engagement (ToE) shall at all times be governed by the provisions of the Aadhaar Act, 2016 and Regulations framed thereunder, including any direction issued by the UID Authority under section 23A of the Aadhaar Act, 2016 and any statutory amendment / modification therein and other applicable laws. If the Registrar contravenes any provisions of the Aadhaar Act, 2016 and/or Regulations framed thereunder, and/or, any direction issued by the UID Authority, such authorized representative shall be liable to penal provisions prescribed therein as well as penalties provided in Chapter VIA of the the Aadhaar Act, 2016/ Guidelines governing them, issued by the UIDAI from time to time. It is to be noted that the Adjudicating Officer has the power to impose penalty for any non-compliance of the provisions of the Aadhaar Act, 2016.

5. The Terms of Engagement (ToE) shall come into effect from the date of signing of the ToE document and any party can exit after completing the provisions as per the exit policy. UIDAI engages Registrars in accordance with the Regulation 21 of Aadhaar (Enrolment and Update) Regulations, 2016, who shall, at all times abide by the Code of Conduct as specified in Schedule V (as amended) of the said regulations. In the case of the Registrars who had signed the original MoU/ToE/ToA with UIDAI prior to execution of the Revised Terms of Engagement, the date of execution shall be accepted by both parties as the same date which was the date of execution of the original MoU/ToE/ToA. The Registrar may exit the Aadhaar Ecosystem as per the Exit Policy in clause – I.

[A] The vital Terms of Engagement

The Registrar shall:

- i. Abide by the provisions of the Aadhaar Act, 2016 and Aadhaar (Enrolment and Update) Regulations, 2016 framed thereunder, as well as guidelines governing them, issued by the

UIDAI from time to time.

ii. Onboard an Enrolling Agency (EA) to carry out enrolment and update.

A Registrar can onboard any of its subordinate office/unit with the prior approval of UIDAI for providing Aadhaar services. Registrar may request for multiple EA (Enrolling Agency) codes against one Enrolling Agency and multiple EA admin rights against one EA code for better administrative control. Such onboarded Enrolling Agency shall also be governed by the provisions of the Aadhaar Act, 2016 and Regulations framed thereunder, as amended from time to time. The Registrar shall also ensure that the EAs working under it adhere to the terms and conditions of this ToE. Registrar shall also be responsible for the proper functioning and monitoring of the Aadhaar enrolment activities carried out by the EAs functioning under him.

iii. Select operator, supervisor and verifier to be involved in enrolment/update activities with due diligence. An engagement shall be signed with such resources, mentioning the various actions applicable as per UIDAI process/regulations.

iv. Ensure background check and signing of Non Disclosure Agreement (NDA) for all resources before their onboarding.

v. Ensure that all operators and supervisors are onboarded as per the prevailing policy and directions and are fulfilling the necessary qualifications and certification based on the UIDAI requirements. Any failure with respect to this shall lead to termination of resources.

vi. Provide regular training to operators, supervisors and verifiers as per extant UIDAI guidelines issued from time to time.

vii. Disengage any Enrolling Agency for violation of UIDAI's regulations and guidelines or directions and initiate appropriate action as per applicable laws, etc.

viii. Disengage and disassociate operators / supervisors as per the prevailing policy and initiate appropriate action against the erring operator/supervisor/verifier involved in enrolment and update activities.

ix. Provide liaison support to the staff and representatives of UIDAI when they visit the enrolment centres of the Registrar.

x. Work with UIDAI to resolve difficulties faced on ground-level in the implementation of the Aadhaar Services and follow the process set out by the UIDAI for resolution of

grievances, difficulties and conflicts regarding matters concerning the Aadhaar Services.

xi. 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.

xii. Follow all the standards, protocols, processes laid down by the UIDAI to implement the Aadhaar Services. Registrars shall ensure compliance of the standards, protocols laid down by the UIDAI on a continuous basis.

xiii. Follow the standards for data fields, data verification, data quality and biometric fields prescribed by the UIDAI.

xiv. Follow the process for enrolment of residents / update of Aadhaar number holder data; this shall include among other things the process for collection of biometric data as prescribed by the UIDAI.

xv. Use the software developed and provided by UIDAI only for the enrolment/update of resident/Aadhaar number holder into the UID database for the issuance of the Aadhaar number or updation of their biometric / demographic information. UIDAI may provide Application Programming Interfaces (APIs) in specific cases.

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

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

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

xix. Follow the protocols prescribed by the UIDAI for spreading and communicating the message, content and intent of the Aadhaar Services.

Since the Aadhaar logo and tagline are property of the UIDAI, the UIDAI will prescribe the manner and limits of the use of UIDAI logo, tagline, brand design and other communication and awareness materials.

xx. Allow the UIDAI to conduct periodical audit of the enrolment process and to visit and inspect the offices and records of the Registrar and any other place which UIDAI or its authorised agency may deem necessary for this purpose.

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

by the UIDAI.

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

xxiii. Use UIDAI appointment portal or any such facility developed by UIDAI from time to time to provide Aadhaar Services to the residents at enrolment/ update centres as per extant UIDAI guidelines.

xxiv. The Registrar to refer the updated/amended latest version of documents and pursue the EA/operator/supervisor/verifier to follow the contents strictly.

xxv. Ensure display of UIDAI approved Information, Education and Communication (IEC) information and contact details of the Registrar (signing authority) and UIDAI at the Aadhaar Enrolment Centres (AECs) for collecting feedback and addressing the grievances of residents and put in place an institutional mechanism to effectively oversee and monitor the implementation of the Aadhaar Services.

xxvi. Cooperate, collaborate 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 implementation of the Aadhaar Services.

xxvii. Conduct periodical Inspections of Aadhaar Enrolment/Update centres for ensuring quality of service and compliance of the provisions at Aadhaar and Enrolment/Update centres as per UIDAI guidelines.

xxviii. Comply with the guidelines issued by UIDAI from time to time to ensure quality Aadhaar Enrolment/Update services to the residents and strengthening of the ecosystem.

xxix. Permit UIDAI or its approved agencies to conduct periodic inspection of the offices of the Registrar, Enrolling Agencies and Enrolment Centres to ensure compliance of the enrolment process.

xxx. Raise the functional, technical or administrative issues with concerned Regional Office for support and resolution. In case of any delay or non response from the Regional Office(s), UIDAI, the same can be forwarded to UIDAI Head Quarters (HQ).

xxxi. Ensure display of applicable charges for the Aadhaar Services and UIDAI contact numbers and other Information, Education and Communication (IEC) expand materials at

the enrolment centres.

[B] Fees

UIDAI shall provide financial assistance to Registrar for every such enrolment which results in generation of an Aadhaar number as well as for mandatory biometric enrolment / updates in the case of residents already enrolled when they cross 5 years and 15 years of age and any other Aadhaar service as decided by UIDAI from time to time; the assistance shall be released as per rates duly approved by the UIDAI and as per procedures determined by UIDAI. For the other Aadhaar services provided, UIDAI shall permit the Registrar to charge the resident as per the rates fixed by UIDAI from time to time.

[C] Intellectual Property

- a. The Registrar is aware that "Aadhaar Logo and Tagline" is the intellectual property of UIDAI and the Registrar understands that any unauthorized reproduction of the same constitutes infringement and may be subject to penalties, both civil and criminal.
- b. The Registrar shall have a non-exclusive right to use the Aadhaar logo and Tagline and to represent itself as an entity providing Aadhaar Enrolment and Update to resident(s)/NRI, subject to the condition that all rights, title and interest, including intellectual property rights, in the Aadhaar logo and Tagline shall vest, at all times with UIDAI.
- c. The Registrar shall use the Aadhaar logo and Tagline, without any modification, in its promotional, educational and informational literature, till the time it ceases to be the Registrar of UIDAI as per the guidelines which are available at https://uidai.gov.in/images/commdoc/logo_guidelines.pdf.
- d. The Registrar shall not authorize any entity other than Enrolling Agency to use the Aadhaar logo and Tagline, except with the prior written permission of UIDAI.
- e. The Registrar upon becoming aware of unauthorized use, copy, infringement or misuse of the Aadhaar logo and/or tagline, and any rights, title and interest therein, including intellectual property rights, it shall notify UIDAI about such unauthorized use forthwith. At the request of UIDAI, the Registrar shall take part in or give assistance in respect of any legal proceedings and execute any documents and do things reasonably necessary to protect

the rights, title and interest of UIDAI, including intellectual property rights, in respect of the Aadhaar logo and tagline.

[D] Indemnity and Limitation of Liability

a) The Registrar understands that the use of Aadhaar Enrolment and Update Service by the Registrar does not result in incurring of any liability by UIDAI whatsoever. The Registrar alone shall be responsible for the proper and judicious use of the Aadhaar Enrolment and Update Services. UIDAI shall not, in any case, be held responsible for damage and/or harm, direct or indirect, material or immaterial, or of any nature whatsoever, arising from any unavailability of the Aadhaar Enrolment and Update Service or its use by the Registrar.

b) Without prejudice to generality of the above, the Registrar shall at all times indemnify and keep UIDAI harmless and indemnified from and against all claims, liabilities, losses and costs, fines, penalties, expenses, taxes, assessment, any damages, fees (including advocate's/attorney's fee), liabilities (including any investigative, legal and other expenses incurred in connection with, and any amounts paid in settlement of, any pending or threatened legal action or proceeding), judgments, awards, assessments, obligations, damages; etc., which UIDAI may suffer or incur arising out of, or in connection with:

i. any act, neglect, default or omission on the part of the Registrar, its subsidiaries or any person associated with the Registrar, including but not limited to liabilities arising from non-compliance of applicable standards and/or Regulations prescribed by UIDAI, from time to time, unauthorized use or disclosure of Confidential Information and failure to comply with data protection and storage requirements, as prescribed by UIDAI, from time to time;

ii. any breach by the Registrar of the terms and conditions of its appointment/engagement and/or its obligations;

iii. any breach by the Registrar of its obligations under any Law(s) or contract, etc.;

iv. any default or omission on the part of the Registrar in abiding with any statutory Regulations, instructions and guidelines issued by UIDAI, the Government of India, and any other governmental authority.

v. Any damage and/or harm, direct or indirect, material or immaterial, or of any nature whatsoever, arising from any unavailability of the Registrar or its use by the Registrar.

c) In the event of a Third Party bringing any claim or action against UIDAI of any nature, as a consequence of the use of Aadhaar Enrolment and Update Service by the Registrar, the Registrar shall defend and/or assist UIDAI in defending, at the Registrar's sole cost, such claims or actions, either in a legal proceeding or otherwise and keep UIDAI indemnified and harmless, at all times, against all actions, claims, demands, costs, charges and expenses arising out of or incurred by reason of any infringement of intellectual property rights of any Third Party in connection with the use of the Aadhaar Enrolment and Update Services.

[E] Confidentiality, Data Protection, Security and Use of Information

a) The Registrar shall treat all information, which is disclosed to it as a result of its operation, 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 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.

b) The Registrar shall undertake all measures, including security safeguards, to ensure that the information in the possession or control of the Registrar, is secured and protected against any loss or unauthorized access or use or unauthorized disclosure thereof, including all obligations relating to protection of all information in terms of the Aadhaar Act, 2016 (as amended time to time) and Regulations framed thereunder.

c) The Registrar understands and is aware that the UIDAI assumes no responsibility or liability for any action or inaction, use or misuse of the Confidential Information and other data in the control of the Registrar or its enrolling agency or operators.

[F] Financial Disincentives

a. UIDAI without prejudice to any other action which it may take under the Act, for violation of the Act, any regulation, direction issued by the Authority, process, standard, guideline or order, by the Registrar or its Enrolling Agency (through Registrar), may immediately suspend the activities of the Registrar or its Enrolling Agency after holding due enquiry, it may take steps for imposition of financial disincentives on the Registrar shall

verify as per the UIDAI policy or guidelines and for cancellation of the credentials, codes and permissions issued to them pursuant to the Aadhaar Act, 2016 and regulations framed thereunder.

b. UIDAI shall have the right to suspend the services without any prior notice at any time. It shall have the right to subsequently cancel the engagement by giving fifteen (15) days' notice without any protest or demur from the Registrar, in the event the Registrar;

1. fails to comply with the Act/Regulations or the Guidelines or the decision and directions issued by UIDAI, from time to time, with regard to the interpretation and enforcement of the Standards;

2. is in breach of its obligations mentioned in the terms of appointment/engagement;

3. is in liquidation, or if a receiver has been appointed in respect of the Registrar or the Registrar becomes subject to any form of insolvency administration or files for voluntary liquidation.

c. The Registrar shall have no right to any compensation for cancellation of the appointment/engagement as Registrar by UIDAI.

d. Upon cancellation of engagement by UIDAI, the Registrar shall, forthwith, cease to use the Aadhaar logo and tagline for any purposes, and in any form, whatsoever.

e. Registrar shall adhere or ensure adherence by its Enrolling Agencies and operators to the Methodology for Enforcing Process Guidelines & Data Quality issued by UIDAI from time to time.

f. The Liability of Registrars/enrolment agencies and other service providers in case of default shall be governed by Regulation 26 of the Aadhaar (Enrolment and Update) Regulations, 2016 (as amended).

g. The financial disincentive shall be levied upon the Registrars against defaults as per the Policy for enforcing of Aadhaar (Enrolment and Update) Regulations 2016, processes, standards, guidelines, Data Quality and containing corrupt / fraudulent practices issued by UIDAI, as modified from time to time.

[G] Grievance Redressal Mechanism

- a. The Registrar shall setup a grievance handling mechanism to receive and address the complaints from the residents/Aadhaar number holder with regard to Aadhaar Enrolment and Update services performed by it.
- b. The Registrar shall provide various channels to the residents/Aadhaar number holder to lodge their complaint such as phone, e-mail, web-portal, SMS, etc. Such information shall be displayed for Aadhaar number holders at all touch points. Registrar to appoint grievance redressal officer.
- c. UIDAI may require from the Registrar the details of any complaint and its redressal by the Registrar.
- d. The Registrar shall provide a periodical report of all the grievances handled by it in the format prescribed by UIDAI, from time to time.
- e. Registrar shall ensure display of UIDAI approved Information, Education and Communication (IEC) information and contact details of Registrar and UIDAI at the AECs for collecting feedback and addressing the grievances of residents.

[H] Dispute Resolution

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably, within 90 days, by mutual consultation. If such resolution is not possible, then unresolved dispute or differences shall be referred for arbitration by the sole arbitrator, to be mutually appointed by the parties. The provisions of the Arbitration & Conciliation Act, 1996 (No. 26 of 1996) shall be applicable to the Arbitration. The venue of such arbitration shall be at New Delhi or the city at which the mapped UIDAI Regional Office is functional. The language of arbitration shall be in English. The parties agree to have their dispute(s) or difference(s) resolved in terms of Section 29B - Fast track procedure, of the Arbitration and Conciliation Act, 1996 (as amended). The courts in Delhi, India shall have exclusive jurisdiction in relation to this Terms of Engagement. The decision of the Sole Arbitrator shall be accepted by the parties as final and binding. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the Liquidated Damages Sole arbitrator.

Pending the submission of and / or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this engagement without prejudice to a final adjustment in accordance with such award.

[I] Closure of an Agreement

During the tenure of the ToE, either Party may close and nullify this engagement by providing prior written notice of three months to the other party. However, this clause shall not be applicable to those Registrars who are mandated to provide Aadhaar services consequent to a Government notification.

Termination as penal measure - UIDAI reserves the rights to terminate the services of Registrar or Enrolling Agency (Through Registrar) with immediate effect for repeated /grave error/ violations of Aadhaar Act, 2016 and Aadhaar (Enrolment and Update) Regulations, 2016 (as amended from time to time) and any directions issued by the Authority.

Process to be followed by a Registrar or Enrolling Agency to exit from the ecosystem.

a. Process to be followed for Exit of Enrolling Agencies from ecosystem:

An Enrolling Agency (EA) onboarded by the Registrar for providing Aadhaar enrolment services to the residents can exit from the ecosystem by completing the following procedure.

1. EA to intimate decision to exit from the ecosystem to the Registrar by 3 months advance notice, with copy to concerned UIDAI Regional Office (RO).
2. Registrar to convey in principle approval to EA after obtaining approval from RO from the officer not below the rank of Director.
3. EA to stop enrolment/update after the receipt of approval from Registrar.
4. EA to disassociate all the operators and deactivate all the machines through EA portal.
5. EA to ensure un-installation of Aadhaar software Enrolment Client Multiple Platform/ Update Client Lite/Child Enrolment Lite Client (ECMP/UCL/CELC) clients from the machine.

6. EA to confirm action through a check list regarding closure activities to Registrar with a copy to Regional Office (RO).
 7. Registrar to approach to RO with request to deactivate the credentials created for concerned EA along with the check list submitted by EA.
 8. RO to request Technology Centre (TC) to cancel credentials created for concerned EA along with the approved check list submitted by EA.
 9. RO to request Technology Centre (TC) that all the packets created under the particular EA code are uploaded and no operator or machine is live under the system.
 10. Technical Support to confirm the removal of credentials of the EA to concerned RO along with the approved check list.
 11. RO to recommend Enrolment and Update (E&U) Division to provide exit letter with copy to Registrar/ EA.
 12. On receiving the recommendation, E&U Division to issue exit letter to concerned EA through Registrar along with copy to RO and Technology Centre.
- b. Process to be followed for Exit of Registrars from ecosystem:
A Registrar onboarded by UIDAI for providing Aadhaar enrolment services to the residents can exit from the ecosystem by completing the following procedure.
1. Registrar to intimate decision to exit from the ecosystem to UIDAI RO by 3 months advance notice.
 2. Registrar to obtain approval from RO from the officer not below the rank of Director.
 3. Registrar to convey in principle approval to all EAs after obtaining approval from RO from the officer not below the rank of Director.
 4. All EAs to stop enrolment/update after the receipt of approval from Registrar.
 5. All EAs to disassociate all the operators and deactivate all the machines through EA portal.
 6. All EAs to ensure un-installation of Aadhaar software Enrolment Client Multiple Platform/ Update Client Lite/Child Enrolment Lite Client (ECMP/UCL/CELC) clients from the machine.
 7. All EAs to confirm action through a check list regarding closure activities to Registrar with a copy to RO.

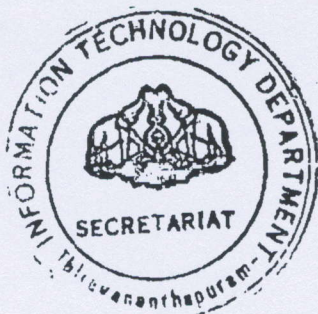
8. Registrar to approach RO with request to deactivate the credentials created for all EAs along with the check list submitted by EAs.
9. RO to request TC to cancel credentials created for all EAs along with the approved check list submitted by EAs.
10. RO to request TC that all the packets created under the particular EA code are uploaded and no operator or machine is live under the system.
11. Technical Support to confirm the removal of credentials of the EAs to concerned RO along with the approved check list.
12. RO to recommend Enrolment and Update (E&U) Division to provide exit letter with copy to Registrar.
13. On receiving the recommendation, Enrolment and Update (E&U) Division to issue exit letter to concerned Registrar along with copy to RO and Technology Centre. Registrar/EA who are active or not active in the ecosystem to follow the above process to exit from the ecosystem.

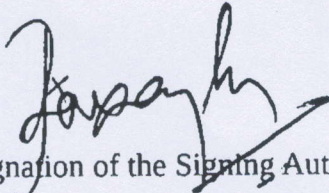
[J] Harmonious Construction

The terms of engagement of Registrar by UIDAI shall at all times be construed in harmony with the Aadhaar Act, 2016 and the regulations framed thereunder. The terms and expressions used herein but not defined herein shall have the meanings assigned to those terms in the Aadhaar Act, 2016 and Regulations framed thereunder.

[K] Amendment Clause

The parties may amend the term of the Terms of Engagement (ToE) by way of writing and signed by both the parties thereto.




Name & Designation of the Signing Authority

Dr. RATHAN. U. KELKAR IAS
Secretary
Electronics & Information Technology Dept.
Govt. Secretariat,
Thiruvananthapuram.