



Unique Identification Authority Of India
Government of India



AUTHENTICATION SERVICE AGENCY (ASA) AGREEMENT

Version 4.0

May, 2017



AUTHENTICATION SERVICE AGENCY AGREEMENT

This **AUTHENTICATION SERVICE AGENCY AGREEMENT** (“**Agreement**”) is made as of this ____ day of _____, and year _____, by and between:

1. **UNIQUE IDENTIFICATION AUTHORITY OF INDIA**, a statutory authority established under the Aadhaar (Targeted Delivery of Financial And Other Subsidies, Benefits and Services) Act, 2016, having its headquarters at 3rdFloor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi-110001 (hereinafter called the “**UIDAI**”, which expression shall unless excluded by or repugnant to the context be deemed to include its successors in office, administrators and permitted assigns), OF THE FIRST PART

AND

2. _____,
_____, having
its registered office at _____

(hereinafter referred to as “**Authentication Service Agency**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, assigns, agents, etc.), OF THE SECOND PART.

WHEREAS:

- A. WHEREAS the party of the first part has approved/appointed the party of the second part, as an Authentication Service Agency (ASA) in terms of Regulation 12 of the Aadhaar (Authentication) Regulations, 2016 vide approval/appointment letter dated _____.
- B. AND WHEREAS the party of the second part is fully aware and understands the provisions of the Aadhaar (Targeted Delivery of Financial and other Subsidies, Benefits and Services) Act, 2016 and the Regulations made thereunder and *inter alia* the obligations and responsibilities prescribed therein and further warrants that it shall at all times abide by the same.
- C. AND WHEREAS, the Aadhaar Number and identity details of the Aadhaar Number Holder can be authenticated through an online mechanism provided by UIDAI. The authentication services shall be provided on payment of fees and charges by Authentication Service Agency to UIDAI, which may be revised from time to time during the currency of the Agreement. The fees and the charges shall be fixed by UIDAI, by a notification to this effect which may be revised from time to time during the currency of this Agreement.
- D. AND WHEREAS, the Authentication Service Agency is aware of, and understands, the fact that UIDAI’s operation of the Aadhaar Authentication Services is subject to



limitations posed by technology, and UIDAI does not represent and warrant the same to be defect free.

- E. AND WHEREAS, the Authentication Service Agency is aware of, and understands that the Aadhaar Authentication Services are provided on an 'as is' basis, without any express or implied warranties in respect thereof, and UIDAI does not assume any responsibility or liability for any damage, whether direct, indirect, incidental or consequential, arising as a result of the use of the Aadhaar Authentication Services. The Authentication User Agency to which the Authentication Service Agency is providing authentication services, may on its own volition, decide to use additional authentication factors on their own depending on their security and business requirements in addition to the UIDAI's Aadhaar Authentication Services.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree and this Agreement witnesseth as follows:

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, words and expressions shall have the same meaning as mentioned in the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act 2016 and its Regulations. However, words and expressions not defined in the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act 2016 and its Regulations shall have the meaning as assigned to them hereunder.

"Aadhaar Act, 2016" shall mean the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act 2016

"Aadhaar Authentication Services" shall mean the authentication services provided by UIDAI and used by Authentication User Agency where the personal identity information of/data of an Aadhaar Number Holder 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 Number Holder. The Authentication User Agency shall avail Aadhaar authentication service by establishing a connection with UIDAI's Central Identity Data Repository, through an Authentication Service Agency.

"Aadhaar Enabled Services" shall mean services provided by an Authentication User Agency to Aadhaar Number Holder, using the Aadhaar Authentication Services of UIDAI.

"Agreement" shall mean this 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.



“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 Number Holders for the purpose of Aadhaar Authentication.

“Authentication Device” shall mean a terminal or device from where the Authentication User Agency carries out its service/business functions and interacts with Aadhaar Number Holders, by seeking authentication of Aadhaar Number Holders identity to enable the Authentication User Agency’s business function.

“Business Day” shall mean any day other than a Saturday, Sunday or official public holiday in India.

“Confidential Information” shall mean any information which is considered confidential in terms of Clause 6 of this Agreement, and shall include, but not limited to, information such as Aadhaar Number, name, address, age, gender, date of birth, relationships and other demographic information, as also, biometric information such as photograph, finger print and iris scan of a resident.

“Effective Date” shall mean the date on which this Agreement is executed, and comes into operation.

“False Accept” shall be referred to an accept transaction where a system identifies a biometric as genuine (while, in reality it belongs 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.

“Fees” shall include fees and charges determined and notified by the Authority from time to time, and payable by entities during their appointment, which shall include application fees, annual subscription fees, license fees and fees for individual authentication transactions.

“Financial disincentives” shall mean the disincentives that may be imposed by the UIDAI on Authentication Service Agencies as per Annexure-I to this Agreement.

“Law(s)” shall mean The Aadhaar (Targeted Delivery of Financial and other Subsidies, Benefits and Services) Act, 2016 and its Regulations, all other 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.

“OTP” shall mean one time password sent to the Aadhaar number holder’s registered mobile phone for the purpose of authentication.

“Party” refers individually to UIDAI and the Authentication Service Agency and

“Parties” refer collectively to UIDAI and Authentication Service Agency.



“**Standards**” shall mean the standards issued by UIDAI with regard to matters covered by this Agreement, and sole right of interpretation whereof shall rest with UIDAI at all times.

“**Sub-AUA**” shall mean an entity appointed by an Authentication User Agency registered with the UIDAI to access Yes/No authentication facility through an Authentication User Agency.

“**Term**” shall mean the duration specified in Clause 7.

“**Third Party**” shall mean any party who is not a Party as defined above.

2. TERMS AND CONDITIONS OF APPOINTMENT OF AUTHENTICATION SERVICE AGENCY

2.1 UIDAI hereby grants the Authentication Service Agency a non-exclusive and revocable right to provide Aadhaar Authentication Services, to an Authentication User agency / e-KYC User Agency, as set out in the appointment letter and in the manner set out in this Agreement. The Authentication Service Agency understands and agrees that it shall be responsible to UIDAI for all authentication related aspects, covered by this Agreement. The Authentication Service Agency understands that the Aadhaar Authentication Service shall be provided at the sole discretion of UIDAI, which reserves the right to add, revise, suspend in whole, or in part any of the Aadhaar Authentication Service, at any time without prior notice, in its sole discretion, for any reason whatsoever.

2.2 It is hereby mutually agreed between the Parties that the rights and obligations of the Authentication Service Agency, under this Agreement, are non-transferable and non-assignable whether by sale, merger, or by operation of law, except with the express written consent of UIDAI.

2.3 The Authentication Service Agency shall offer its Authentication services to any Authentication User Agency / e-KYC User Agency, without discrimination, who approaches them for Authentication services.

2.4 For the avoidance of doubt, it is clearly understood by the parties that the Authentication Service Agency will send the data received from UIDAI to Authentication User Agency / e-KYC User Agency without any modification. If response packet received from UIDAI is corrupted or time out occurred, Authentication Service Agency will send the error codes as defined by Authentication Service Agency to the Authentication User Agency / e-KYC User Agency.

3. OBLIGATIONS OF THE AUTHENTICATION SERVICE AGENCY

3.1 The Authentication Service Agency shall publish their pricing policy including rates of Authentication / e-KYC transactions it charges from Authentication User



Agency / e-KYC User Agency and share the same with UIDAI which may also be published by UIDAI on its website.

- 3.2 The Authentication Service Agency shall ensure uptime of minimum 99.99% for its authentication services as well as connectivity with CIDR and Authentication User Agencies / e-KYC User Agencies.

4. INTELLECTUAL PROPERTY

- 4.1 The Authentication Service Agency is aware that “Aadhaar” is the intellectual property of UIDAI and the Authentication Service Agency understands that any unauthorised reproduction of the same constitutes infringement and may be subject to penalties, both civil and criminal.

- 4.2 It is hereby mutually agreed between the Parties that the Authentication Service Agency shall have a non-exclusive right to use the Aadhaar name and logo and to represent itself as an entity providing Aadhaar Authentication Services, subject to the condition that all rights, title and interest, including intellectual property rights, in the Aadhaar name and logo shall vest, at all times, either during the operation of this Agreement or otherwise, in UIDAI.

- 4.3 The Authentication Service Agency hereby unequivocally agrees that it shall use the Aadhaar name and logo, without any modification, in its promotional, educational and informational literature, for the duration of this Agreement.

- 4.4 The Authentication Service Agency hereby unequivocally agrees that it shall not authorize any other entity or individual to use the Aadhaar name and logo, except with the prior written permission of UIDAI.

- 4.5 The Authentication Service Agency hereby unequivocally agrees that upon becoming aware of unauthorized use, copy, infringement or misuse of the Aadhaar name and/or logo, 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 Authentication Service Agency shall take part in or give assistance in respect of any legal proceedings and execute any documents and do any things reasonably necessary to protect the rights, title and interest of UIDAI, including intellectual property rights, in respect of the Aadhaar name and logo.

5. INDEMNITY AND LIMITATION OF LIABILITY

- 5.1 The Authentication Service Agency alone is responsible for the proper and judicious use of the Aadhaar Authentication 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 Authentication Services or its use by the Authentication Service Agency.

- 5.2 It is hereby mutually agreed between the Parties that UIDAI shall not be liable for any unauthorised transactions occurring through the use of Aadhaar



Authentication Services and the Authentication Service Agency hereby fully indemnifies and holds UIDAI harmless, against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof.

- 5.3 Without prejudice to generality of the above, the Authentication Service Agency shall indemnify and keep UIDAI harmless and indemnified from and against all claims, liabilities, losses and incurred costs, fines, penalties, expenses, taxes, assessment, punitive 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:
- a) any act, neglect, default or omission on the part of the Authentication Service Agency or Authentication User Agency / e-KYC User Agency, their subsidiaries or any person associated with the Authentication Service Agency or the Authentication User Agency / e-KYC User Agency, including but not limited to liabilities arising from non-compliance of Regulations and Standards prescribed by UIDAI, from time to time, unauthorised use or disclosure of confidential information and failure to comply with data protection and storage requirements, as prescribed by UIDAI, from time to time;
 - b) any breach by the Authentication Service Agency of the terms and conditions or its appointment or its obligations under this Agreement;
 - c) any breach by the Authentication Service Agency or the Authentication User Agency / e-KYC User Agency of its obligations under any Law(s) or contract, etc;
 - d) any breach of any agreement between the Authentication Service Agency and the Authentication User Agency / e-KYC User Agency;
 - e) default or omission on the part of the Authentication Service Agency to follow statutory Regulations, instructions and guidelines issued by UIDAI, the Government of India, and any other governmental authority.
 - f) any damage and/or harm, direct or indirect, material or immaterial, or of any nature whatsoever, arising from any unavailability of the Aadhaar Authentication Services or its use by the Authentication User Agency / e-KYC User Agency.
- 5.4 In the event of a Third Party bringing a claim or action against UIDAI, as a consequence of the use of Aadhaar Enabled Services by the Authentication Service Agency or the Authentication User Agency / e-KYC User Agency, the Authentication Service Agency shall defend and / or to assist UIDAI in defending, at the Authentication Service Agency's 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 Authentication Services;

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

6. CONFIDENTIALITY, DATA PROTECTION, SECURITY AND USE OF INFORMATION

6.1 The Authentication Service Agency 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.

6.2 The Authentication Service Agency hereby unequivocally agrees to undertake all measures, including security safeguards, to ensure that the information in the possession or control of the Authentication Service Agency, as a result of operation of this Agreement, is secured and protected against any loss or unauthorised access or use or unauthorised disclosure thereof, including all obligations relating to protection of information in the Aadhaar (Targeted Delivery of Financial and other Subsidies, Benefits and Services) Act, 2016.

6.3 It is hereby mutually agreed between the parties that 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 Authentication Service Agency.

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

7. TERM, TERMINATION AND CONSEQUENCES

7.1 This Agreement shall be in force till 31st March, 20xx, i.e. March month end of the third year from the effective date, unless renewed by mutual consent, in writing, of the Parties, prior to expiry of this Agreement, upon such terms and conditions as may be mutually agreed between the Parties.

7.2 The UIDAI shall have the right to levy financial disincentives on the Authentication Service Agency as per Annexure- I to this Agreement, subject to annual cap of (i) Rs. 1 crore for Central/ State Government Ministry/Department and their attached or sub-ordinate offices and (ii) for other entities, Rs. 1 crore or 1% of



- Worldwide Gross Annual Turnover from all businesses whichever is more. Such disincentives may be levied by the UIDAI, by *inter alia* invoking, in part or full, the bank guarantee submitted by the Authentication Service Agency, in case of violation of any clause of this agreement. The levying of financial disincentives shall not take away UIDAI's right to terminate this Agreement in terms of Clause 7.4 of this Agreement.
- 7.3 UIDAI shall designate an officer of the rank of Assistant Director General in UIDAI to determine and levy financial disincentives as mentioned in Clause 7.2 above. In case, the Authentication Service Agency is not satisfied with the decision of Assistant Director General, it shall have an option to escalate it to an officer of the rank of Deputy Director General as designated by UIDAI. The determination of financial disincentives by the designated Deputy Director General in this regard shall be final.
- 7.4 UIDAI shall have the right to suspend the services without any prior notice at any time. It shall have the right to subsequently terminate this Agreement by giving fifteen (15) days notice, in writing, prior to expiry of the Term, without any protest or demur from the Authentication Service Agency, in the event the Authentication Service Agency:
- a) fails to comply with the Regulations or the Standards or the decision and directions issued by UIDAI, from time to time, with regard to the interpretation and enforcement of the Standards;
 - b) is in breach of its obligations under this Agreement;
 - c) uses the Aadhaar Authentication Services for any other purpose than those set out in this Agreement;
 - d) is in liquidation, or if a receiver has been appointed in respect of the Authentication Service Agency or the Authentication Service Agency becomes subject to any form of insolvency administration or files for voluntary liquidation.
 - e) In case the Authentication Service Agency is also an Authentication User Agency, termination of the Authentication User Agency agreement with UIDAI will automatically terminate this agreement.
- 7.5 The Authentication Service Agency shall have no right to compensation for termination of this Agreement by UIDAI.
- 7.6 The termination of this Agreement by UIDAI, shall result in automatic cancellation of the empanelment of the Authentication Service Agency, granted by UIDAI, without any notification, in this regard, to the Authentication Service Agency.



- 7.7 The Authentication Service Agency may terminate this agreement by giving 180 days' notice in writing to the UIDAI. During this 180 days' notice period, the Authentication Service Agency shall take all steps to issue notices of termination to all the Authentication User Agencies / e-KYC User Agencies with which it has entered into a contract and shall terminate the service as may be mutually agreed upon in their respective agreements and shall inform UIDAI of the same.
- 7.8 Upon termination of this Agreement, the Authentication Service Agency shall, forthwith, cease to use the Aadhaar name and logo for any purposes, and in any form, whatsoever.

8. GENERAL

8.1 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:

- (i) For UIDAI :
- Address : _____
Application & Authentication Division,
UIDAI, 3rd Floor, Tower II,
Jeevan Bharati Building ,
Connaught Circus,
New Delhi-110001
- Attention : _____
- (ii) For the
Authentication
Service Agency :
- Address : _____

- Attention : _____
- Fax No. : _____

8.2 Further Assurances

The Parties hereto shall sign such further and other papers, cause such meetings to be held, resolutions passed and bylaws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and



other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

8.3 No 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.

8.4 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.

8.5 Counterparts

This Agreement may be executed in one or more counterparts, all of which shall be read and construed as one document and any facsimile signature hereto shall be deemed to be an original signature.

8.6 Independent Legal Advice

Each of the Parties acknowledges that it has received independent legal advice regarding the terms of this Agreement.

8.7 Entire Agreement

This Agreement 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.

8.8 Independence of the Parties with respect of each other



Each of the Parties is and shall remain independent parties. Neither Party nor any of their respective affiliates shall have the authority to enter into any contract or any obligation for, or make any warranty or representation on behalf of the other. Further, nothing in this Agreement will be construed to create a joint partnership, joint venture, agency, or employer-employee relationship among the Parties.

8.9 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.

8.10 Harmonious Construction

The terms and conditions of this Agreement shall at all times be construed in harmony with the Aadhaar Act, 2016 and the regulations made thereunder. All such conditions, liabilities, responsibilities, obligations, rights, duties, etc. contained therein shall continue to apply during the currency of this Agreement.

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 **THE PRESIDENT OF INDIA ACTING THROUGH (NAME & DESIGNATION) UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

Title: _____

Designation: _____

Signature: _____

SIGNED AND DELIVERED FOR AND ON BEHALF OF

Title: _____

Designation: _____

Signature: _____

WITNESSES:



Title: _____

Title: _____

Signature: _____

Signature: _____



ANNEXURE-I

Disincentives* to be imposed on Authentication Service Agencies under the provisions of Regulation 25 of Aadhaar (Authentication) Regulation, 2016

S. No.	Non compliance of Aadhaar (Authentication) Regulation, 2016 / Agreement	1st Contravention	2nd Contravention	3rd Contravention
1	Non compliance of the Regulations numbers 8(1), 19 (a), 19 (b), 19 (d), 19 (e), 19 (f), 19 (g), 19 (h), 19 (i), 19 (j), 19 (k), 19 (m), 19(n), 19 (o), 20 (1), 20 (2) & 20 (3), 20 (4), 21 (3), 22 (1), 22 (2), 22 (4) of the Aadhaar (Authentication) Regulations, 2016	Disincentives upto Rs. 1 lakh per day for each day of non-compliance from the date of actual commission of violation regardless of the date of discovery of the same	If the Regulation is not complied with within 15 days of issuance of notice by UIDAI on first contravention, disincentives upto Rs. 2 lakh per day for each day of non-compliance	If the Regulation is not complied with within 15 days of issuance of notice by UIDAI on second contravention, disincentives upto Rs. 3 lakh per day for each day of non-compliance
2	Non compliance of the clause numbers 2.1, 2.2, 2.3, 2.4, 3.1, 3.2, 4, 6.1, 6.2 of the Agreement	Disincentives upto Rs. 1 lakh per day for each day of non-compliance from the date of actual commission of violation regardless of the date of discovery of the same	If the Regulation is not complied with within 15 days of issuance of notice by UIDAI on first contravention, disincentives upto Rs. 2 lakh per day for each day of non-compliance	If the Regulation is not complied with within 15 days of issuance of notice by UIDAI on second contravention, disincentives upto Rs. 3 lakh per day for each day of non-compliance

***Note:** It may be noted that the disincentives as mentioned above are in addition to and not in derogation of the other remedies available under the Aadhaar Act, 2016 and other relevant laws