

AGREEMENT

BETWEEN

DISTRICT e-GOVERNANCE SOCIETY (DeGS)

AND

Independent – Common Service Centre (I-CSC) owned by

Shri/Smt.....S/o, D/o , W/o.....

For Establishing Urban/ Rural Common Service Center under Open to All Model

AtLocation Shamli DISTRICT

DATE:

AGREEMENT

This Agreement made at Shamli District this _____ by and between :

1) **Shri/Smt.** _____ **S/o, D/o , W/o** _____
adult Indian Inhabitant, occupation business, having their residence at Village
_____ Block- _____ District- **Shamli**, in the state of
Uttar Pradesh (India) hereinafter referred to as the **"I-CSC"** (which expression shall unless repugnant to the
context or meaning thereof mean and include their respective heirs, executors and administrators) of the **FIRST**
PART;

AND

District e-Governance Society (DeGS) of the Shamli District of Uttar Pradesh, (hereinafter referred to a
"DeGS", acting through the District Magistrate , shamli District , holding the position of the Chairman
which term or expression, unless excluded by or repugnant to the subject or context, shall mean and
include its successors in office) of the Second Part

Each individually a "Party" hereto and collectively the "Parties"

Whereas,

- I. The DeGS intends to provide convenient and speedy Government Services, using Information & Communication Technologies (ICT) in Urban and Rural areas through Common Service Centres (CSCs). The CSCs will be utilized as efficient distribution channels through which the DeGS can offer Government Services, information and schemes etc. to citizens in a cost effective, sustainable and efficient manner. To undertake the delivery of Government Services on a Public Private Partnership basis, the DeGS intends to appoint Independent Common Service Center (I-CSC) to deliver the Government Services at the ---Location of CSC---
- II. The I-CSC shall manage, operate and maintain the CSC for delivery of services to the customers in accordance with the provisions of this AGREEMENT on a Build, Own and Operate (BOO) basis; provided that the I-CSC shall be allowed to collect transaction charges for providing Government services as determined by Government of Uttar Pradesh / DeGS and as agreed to between the I-CSC and DeGS, vide this AGREEMENT by enabling the private and social sector to use this network for offering a host of IT and non-IT related services to customers and users.
- III. This offer is under the guidelines of "Open to All Model", which is basis of CSC establishment and operation in the five districts (Chitrakoot, Mahoba, Hamirpur, Shamli and Moradabad) of Uttar Pradesh as per Letter issued from Centre for e-Governance vide their letter no. CeG/G/34/15/II/985/16 dated 29 February 2016 covering GO no. 214/78-2-2016-34I.T./2010T.C. dated 19 February 2016.

Now therefore this agreement witnesses as under:

1. **Definitions, Interpretations and Other Terms**

1.1 **Definitions**

- a) "Assets" means all Assets used in providing services in accordance with this Agreement and shall include:
 - a. Government Assets;
 - b. All upgradation/ enhancements and improvements to the above assets;
- b) "G2C Services" means Government to Citizen services, or all Government Services offered through the CSC Centres;
- c) "Independent Common Service Center" or "I-CSC" means the Independent (Directly associated with DeGS) ICT enabled access points to be established in Urban and Rural areas of the District as per the specifications and requirements set forth in this AGREEMENT;
- d) "Common Service Center" or "CSC", superset of I-CSC;
- e) "DSP" means District Service Provider authorized to open the CSCs in the Districts.
- f) "Confidential Information" means, all information including GoUP Data (wherein written, Oral, electronic or other format) which relates to the technical, financial and business affairs, Customers suppliers products, developments operations, processes, data trade secrets, design rights, know-how and personnel of each Party and in the course of or in connection with this AGREEMENT (including without limitation such information received during negotiations location visits and meetings in connection with this AGREEMENT)
- g) "Customers" means all citizens and users who use the Common Service Centre for Government and /or other services either directly or through the DSP:
- h) "Deliverables" means all the activities related to the setting up and operations of Common Service Centers, as defined in this AGREEMENT.
- i) "Effective Date" means date of signing of AGREEMENT on which this AGREEMENT shall be deemed to take effect.
- j) "Governments Assets" means all assets made available to the I-CSC by the GoUP/DeGS or any person designated by the GoUP/DeGS.
- k) "GoUP Data" means all proprietary data of GoUP or its departments, instrumentalities, corporations and agencies or the DeGS, but not restricted to user data which the DSP obtains, possesses or processes in the context of providing the Services to the users/ customers pursuant to this AGREEMENT;
- l) "AGREEMENT" means this Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the supplemented or modified in accordance with the provisions hereof.

- m) "Network Connectivity" means the appropriate communication network for interactive and online access to voice, data and video based services, including wireless broadband connectivity that shall be ensured by the I-CSC operator;

2. Establishing the Common Service Centres

2.1 Scope of AGREEMENT

- a) The I-CSC is mandated to establish Common Service Centre at the ---Location of CSC--- in shamli District, State of Uttar Pradesh. The GoUP will provide a variety of Government Services through the Common Service Centres as and when available.
- b) The AGREEMENT shall be governed by the provision of Deliverables of the I-CSC to GoUP and the DeGS Society, included in this AGREEMENT. It is anticipated that new or renewal agreements may be undertaken by creating separate Services Level Agreements with schedule and exhibits as required, under this AGREEMENT for each/set of Government Service(S).

2.2 Term of the AGREEMENT

This AGREEMENT shall come into effect on the Effective Date and shall continue unless terminated earlier in accordance with the provision hereof for a period of 3 years in the district.

- a) I-CSC can setup the CSC either in Urban or Rural areas on individual capacity as per location assigned by DeGS.
- b) For Rural CSC GoUP mandated to setup at least 01 CSC in every Gram Panchayat, which may be achieved by DeGS by assigning the work to DSPs in the District, and more Independent –CSCs (I-CSCs).
- c) No upper limit for Urban centers. DSP and I-CSC can operate in the urban area simultaneously.
- d) The DeGS reserves the right to allow any no. of I-CSC/DSP in the district who shall operate under similar conditions.

2.3 Rollout of Common Service Centres

- a) The I-CSC may enter into arrangement at its own cost and risk with the non-Government content and service provider for IT and non-IT based services delivered through Common Service Centres.
- b) The I-CSC shall make appropriate arrangement for operating and maintaining the Common Service Centres.

2.4 Scope and Provision of the Services

- a) The provision of the Services to the citizens with the quality, certainty and promptness is the essence of the AGREEMENT between the Parties. The I-CSC must have the competence to provide a variety of Government services (Appendix – A) to customers. The I-CSC will keep abreast of the relevant technical, operational and managerial requirements essential for the provision of the Services and the best practices in this area and will share its knowledge with the GoUP and the DeGS, regarding matters which would assist the GoUP

- and the DeGS, in its use of the services. The services shall be performed by the I-CSC pursuant to project engagement under the Service Level Agreements entered into in accordance with the AGREEMENT.
- b) The I-CSC shall operate and manage the Common Service Centres in a sound professional manner commensurate with existing industry and technical standards and innovations pursuant thereon.
 - c) The I-CSC shall be liable for ensuring compliance with the provision of this AGREEMENT and the performance of their respective obligations and functions in accordance with the specifications and requirements and shall indemnify and keep indemnified the GoUP and the DeGS.
 - d) Except as otherwise provided for herein or with the prior written approval of GoUP/DeGS, the I-CSC shall not:
 - I. Systematically collect and use any GoUP Data, Deliverables, Assets or GoUP contents/contents of G2C services and information, including the use of any data mining, or similar data gathering and extraction methods;
 - II. Market, sell, or make commercial or derivative use of the GoUP Data, Deliverables or Assets, GoUP of G2C services and information.
 - III. Publish, publicly perform or display, or distribute to any third part any GoUP Data, Deliverables or GoUP contents / contents of Government Services and information, including reproduction on any computer network or broadcast or publication media; or
 - IV. Use, frame, or utilize framing techniques to enclose any portion of the GoUP Data, Deliverables or GoUP contents/contents of G2C services and information(including images, any text or the layout/design, form or content of any page or otherwise).

2.5 Security and Safety

- a) The I-CSC will comply with the directions issued from time to time by the GoUP or the DeGS and the standards related to the security and safety insofar as it applies to the provision of the government services.
- b) Each Party to the AGREEMENT shall also comply with GoUPs/ DeGS / IT security and standards policies in force from time to time. Which the GoUP the DeGS makes the I-CSC aware in writing insofar as the as the same apply to the provision of the Government services.
- c) The parties to the AGREEMENT shall ensure and make reasonable endeavours to report forthwith in writing to each other all identified attempts (whether successful or not) by authorized persons either to gain access to or interfere with the GoUPs data, facilities or Confidential Information.
- d) The parties under the AGREEMENT shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the safety and information technology security at the Common Service Centres, GoUPs facilities.

3. Payment and Charges

- a) The I-CSC shall not be entitled to receive any capital support from the GoUP or DeGS for undertaking the roll out of the scheme and the I-CSC shall be required to finance the same through its own resources or funding arranged to it at its own cost.
- b) The I-CSC shall be authorized as per applicable law to collect the transaction charges (As per Annexure-B) from the users for the Government applications services as specified from time to time, at rates fixed by GoUP. The I-CSC shall promptly deposit the GoUP's or a Government utility service provider's share of such transaction charges, at the pre-agreed rates and within the time specified as may be along with the applicable/stipulated /mandatory fee.
- c) The relationship between DSP and the I-CSC shall be decided by their mutual agreement.
- d) I-CSC shall maintain sufficient balance in his pre-paid wallet maintained by the CeG for proper delivery of services.
- e) I-CSC shall display prominently the rate of user charges for various G2C services provided by the center.

3.1 TAX

The I-CSC shall pay for all taxes under the applicable laws arising from its operations/ activities/ services/ business under the AGREEMENT and/ or in connection with the AGREEMENT. The Service Tax component if any, shall be deemed to be included in the amount of Service Charges payable by the citizen and shall be levied only on the fee component payable to the I-CSC. The share of government revenue/fee shall go the government account as per the agreement for payment between the I-CSC and the DeGS/GoUP.

4. Confidentiality

- a) The GoUP/DeGS may permit the I-CSC to come into possession confidential public records as per the needs of the scheme and the I-CSC shall maintain the highest level of secrecy confidentially & privacy with regards therein.
- b) Additionally the I-CSC shall keep confidential all the details & information with regard to the scheme including system facilities, maintenance of the system facilities to the extend necessary/required as per regulation/law.
- c) The GoUP/DeGS shall retain all rights to prevent, stop & if required take the necessary punitive action against the I-CSC regarding any forbidden disclosure.
- d) The I-CSC shall execute individual non-disclosure agreement which have been duly approved by the GoUP/DeGS with respect to this scheme.
- e) The aforesaid provisions shall not apply to the information which is:-
 - i) Already in the public domain; and
 - ii) which has been received from a third party who had the right to disclose the aforesaid information; and
 - iii) disclosed to the public due to a court order.

5. Miscellaneous

5.1 I-CSC Duties

- e) The I-CSC shall ensure that G2C services are effectively and cordially provided to the citizen. The I-CSC shall not hinder/inhibit the objective of the Common Service scheme by withholding information or refusing to deliver services to the citizens in respect of available services. I-CSC will ensure the operations of CSCs otherwise the same may liable to penalty to I-CSC, which may be decided by DeGS on the basis on severity of effects on delivery of government services.
- f) Inoperability of Centres in offering Government Services: A Centre needs to offer available Government Services throughout the year except on the Holidays.
- g) A Centre will be deemed inoperable if it is not offering available Government Services for a continuous period of 7 days, or more than a cumulative period of ten days in a month except in cases of force majeure.
- h) The I-CSC shall not transmit, cause to transmit or suffer transmission under or pursuant to the scheme, of any material which is defamatory, offensive or abusive or of an obscene or meaning character or in manner which constitute of violation or infringement of the right of the any person or entity. (Including but not limited to rights of copyright and intellectual property rights, confidentially or privacy).
- i) The GoUP/DeGS shall not be liable in any manner whatsoever to any person whomsoever in this behalf. All cost, risk and liability in this behalf shall exclusively be of the I-CSC and borne solely by the I-CSC.
- j) The I-CSC shall comply with all necessary requirements in connection with Data.

5.2 Commitment for future Government Services

- a) The GoUP/DeGS shall provide and the I-CSC shall deliver, this being a mandatory obligation of the I-CSC, all future GoUP/DeGS, Government services/applications under the Scheme/through the Common Service Center channels.
- b) The transaction charges and also sharing of revenue with the Government, if any for such future GoUP/DeGS, Government services applications shall be fixed by GoUP, on a mutually agreed basis, pursuant to Service Level Agreement which in turn would be in accordance with the applicable law(s).

5.3 Indemnity

The I-CSC (Indemnifying party) undertakes to indemnify the GoUP/CeG/DeGS and/ or their nominated agencies (indemnified party), as the case may be, from and against all losses and claims or damages on account of any bodily injury, death or damage to any tangible personal property arising in favor of any person, corporation or any other entity including the indemnified party attributable to the performance or non performance of the indemnifying part under this agreement.

5.5 Limitation of Liability

1. There shall be no limitation of liability in respect of the DSP in case of any bodily injury (including death) and damage to any real property and tangible personal property, other than as applicable under the relevant laws.
2. The GoUP/DeGS/CeG shall be entitled to claim the remedy of specific performance under this AGREEMENT.

5.6 Reporting

- a) The I-CSC will provide monthly reports to the GoUP/DeGS their nominated agencies regarding any specific aspects of the scheme and in context of the audit and access information as required or such by the GoUP/DeGS or its nominated agencies.
- b) For the purposes of audit, the I-CSC shall maintain true and accurate records in connection with the provision of the services and the I-CSC shall handover all the relevant records and documents upon the termination or expiry of the AGREEMENT.

6. Governing Law

This AGREEMENT shall be governed by and construed in accordance with the laws of India and rules, regulations and orders made their under and the Government of Uttar Pradesh shall have jurisdiction over all matters arising out of or in relation to this AGREEMENT.

7. Amendment

The Parties acknowledge and agree that the amendment to this AGREEMENT shall be made in writing in accordance with the procedure of this AGREEMENT is executed and signed.

8. Management Phase

The review and management process of this AGREEMENT shall be carried out in Accordance with the rules set out in this behalf by the DeGS and shall cover all the management aspects.

9. Termination and Exit

1. This AGREEMENT shall expire after the term of the AGREEMENT is over or if the contract is terminated earlier by the DeGS/GoUP for non-performance under the AGREEMENT by the DSP.
2. The contract shall be terminated in case the I-CSC is found being involved in illegal activities, acts of moral turpitude or any act prohibited by any Law applicable for the time being in force. The DeGS shall have full right to call for explanation from the I-CSC in such cases.
3. The I-CSC shall provide full support to the DeGS/GoUP during the exit phase and shall help in transfer of any rights/assets/information etc. to the other or new I-CSC (s).

10. Arbitration:

1. All disputes/differences arising out of this AGREEMENT between the parties shall be referred to the Committee headed by the District Magistrate. The committee shall take every possible step to resolve the issue placed before it.
2. The parties shall give a notice in writing about the matter and the Committee shall give a hearing to the matter. The District Magistrate after due hearing shall decide the matter on merit.
3. In case the issue still remains unresolved it shall be referred to the CeG.
4. The decision of the CeG shall be final and binding upon the parties.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

For and on behalf of DEGS

()

District Magistrate,

()

for Individual Name

Witnesses:

i.

ii.

Appendix A

List of Government Services

26 Services of 8 Departments are presently being delivered across the Districts of Uttar Pradesh under SSDG project

S.No.	Name of Department	Name of Service
1.	Food & Civil Supplies Department	Application for New Ration Card
2.		Application for Renew Ration Card
3.		Application for Amendments in Ration Card
4.		Surrender of Ration Card
5.	Department of Training & Employment	Application for Registration
6.		Application for renewal of Employee Registration
7.	Department of Urban Development	Application for Birth/Death Certificate (urban)
8.	Handicap Welfare Department	Application for loan to Handicap Person
9.		Application for Marriage Grants
10.		Application for Aids & Appliances
11.	Panchayati Raj Department	Application for copy of Kutumb Register
12.		Application for Birth/Death Certificate (Rural)
13.	Social Welfare	Application for Old Age Pension
14.		Application for Family Benefit Scheme
15.		Application for Scholarship(Gen & SC/ST)
16.		Application for Marriage & Illness Grant
17.		Application for atrocities
18.	Women Welfare & Child Development Department	Application for pension for widows

19.		Application for financial assistance to women of dowry scheme
20.		Application for legal assistance to dowry sufferers women scheme
21.		Application for grant for marriage of daughter of widow destitute scheme
22.		Application for Dampati Puraskar scheme to promote widow marriage under 35 years
23.	Revenue Department	Application for Domicile Certificate
24.		Application for Caste Certificate
25.		Application for Income Certificate
26.		Application for Khatauni

22 services of 9 Department are presently being delivered through e-District project

S.No	Services	Sub-Services
1.	Certificates	Domicile Certificate
		Caste Certificate
		Income Certificate
		Birth Certificate
		Death Certificate
		Handicap Certificate
2.	Pension	Old Age Pension
		Widow Pension
		Handicap Pension
3.	Employment	Registration in employment exchange
4.	Revenue Court	Cause List Generation
		Case Tracking

		Final Order Generation
5.	Public Distribution System	Issuance of Ration Card
		Updation of Ration Card
		Surrender of Ration Card
		Duplicate Ration Card
6.	RTI & Grievances	Filing of Grievances
		Tracking of Grievances
7.	Dues & Recovery	Issuance of citation for recovery
		Status of Recovery
		Recording of payment

Appendix B

Services and Revenue Share

For G2C Services only

S. No.	Category of Service	Rates (in Rs per Transaction)	DeGS Share	CeG Share	Department Share	I-CSC Share
1.	G2C	20	7	2	5	6
2.	Khatauni	30	7	2	10	11