



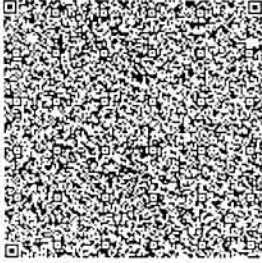
सत्यमेव जयते

## INDIA NON JUDICIAL


Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL18254192650006Q  
Certificate Issued Date : 19-Dec-2018 03:18 PM  
Account Reference : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL73210341394290330868Q  
Purchased by : CSC E GOVERNANCE SERVICES INDIA LTD  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : CSC E GOVERNANCE SERVICES INDIA LTD  
Second Party : MOSPI GOVT OF INDIA  
Stamp Duty Paid By : CSC E GOVERNANCE SERVICES INDIA LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



.....Please write or type below this line.....

  
ज्योतिर्मय पौडार/JYOTIRMOY PODDAR  
महानिदेशक/Director General  
केन्द्रीय सांख्यिकी कार्यालय/Central Statistics Office  
सांख्यिकी एवं कार्यक्रम कार्यान्वयन मंत्रालय  
Ministry of Statistics & P. I.  
भारत सरकार, नई दिल्ली-110001  
Govt. of India, New Delhi-110001



**Memorandum of Understanding between Ministry of Statistics & Programme Implementation (MoSPI) and CSC e-Governance Services India Limited (CSC SPV) for conduct of census, surveys and information dissemination through Common Services Centres**

This Memorandum of Understanding ("MoU") entered into on this the 3<sup>rd</sup> day of the month of January in the Year 2018 ("Effective Date") at New Delhi, India.

**BETWEEN**

**President of India , through its executive powers vested with Secretary, Ministry of Statistics and Programme Implementation** having its office at Sardar Patel Bhawan, Parliament street, New Delhi (hereinafter referred to as **MOSPI**) represented by **Shri Jyotirmoy Poddar, Director General (ES), MOSPI** (which expression shall, where the context so admits, be deemed to include its successors, executors and administrators) of the **ONE PART.**

**AND**


**CSC e-Governance Services India Limited is a Special Purpose Vehicle**, incorporated under the Companies Act 1956 by the Ministry of Electronics and Information Technology (hereinafter referred to as MeitY), Government of India, having its registered office at Electronics Niketan 4<sup>th</sup> Floor, MeitY, 6 CGO Complex, Lodhi Road, New Delhi (hereinafter referred to as "**CSC SPV**") represented by **Dr Dinesh Tyagi, Chief Executive Officer, CSC SPV** (which expression shall, where the context so admits, be deemed to include its successors, executors and administrators) of the **OTHER PART.**

(Both MOSPI and CSC SPV shall hereinafter be collectively referred to as "Parties" and individually as "Party").

**WHEREAS** The MOSPI is desirous to implement surveys/census of MOSPI and information dissemination of various MoSPI schemes through Common Services Centres (CSCs) registered under Government of India CSC Scheme.

**WHEREAS** CSC SPV has represented in a meeting on 16<sup>th</sup> October, 2018 to the MOSPI that it has a network of over 3 lakh CSCs who can perform the services set out in the Agreement.

**AND WHEREAS** the Parties have accordingly agreed to execute this agreement in order to record their mutual understanding.

  
ज्योतिर्मय पौदार / JYOTIRMOY PODDAR  
महानिदेशक / Director General  
केन्द्रीय सांख्यिकी कार्यालय / Central Statistics Office  
नियुक्ती एवं कार्यक्रम कार्यान्वयन महालय  
of Statistics & P. I.  
नई दिल्ली-110001  
Delhi-110001



Now it is hereby agreed by and between the Parties as follows:-

**1 ARTICLE 1-TERMS**

1.1 The following are the terms of this MoU-

- (a) This MoU shall come into force on the effective date and will be valid for a period of 3 years from the effective date.
- (b) This MoU may be terminated by either Party by giving 30 days written notice to the other party.
- (c) This MoU may be renewed from time to time, as mutually agreed, in writing, by both the parties.

**2 ARTICLE 2-DEFINITIONS**

2.1 The following are defined at a broad level as part of this MoU-

- (a) "CSCs" means Common Services Centres under Government of India's program of Digital India
- (b) "MoU or "this MoU" means and includes this MoU together with all Appendices, Annexures, Schedules, and any other attachments thereto, includes recitals written hereinabove, and as amended or modified from time to time.
- (c) "VLE" means Village Level Entrepreneur, proprietor or Owner of CSCs.

**3 ARTICLE 3 - SCOPE OF MOU**

3.1 The following scope of MoU is mutually agreed between the Parties and has been signed with following objectives-

- (a) Assistance to MoSPI in implementing the surveys/census through 3 lakh Common Services Centres (CSCs) and capturing the required data of census by door to doorvisit.
- (b) Awareness/publicity of various Government's schemes and benefits of MoSPI through Common Services Centres.
- (c) Any project assigned to CSC SPV under this MOU shall be attached as Annexure to this MOU with specific details and scope of implementation.

**4 ARTICLE 4 – ROLE OF CSC SPV**

4.1 The following will be the role of CSC SPV-

- (a) Assist MOSPI by providing access to CSCs network in all States/UT's.
- (b) CSC SPV will develop online mechanism to perform census and surveys at ground level.
- (c) CSC SPV will provide provision to access all the MIS reports and information to MoSPI/State governments required related to the assigned projects to CSC SPV.

ज्योतिर्मोय पोडडार / JYOTIRMOY PODDAR  
महाविभाग / Director General  
देशी आँकड़ों का कार्यालय / Central Statistics Office  
देशी आँकड़ों का कार्यक्रम कार्यान्वयन महालय  
Statistics & P. I.  
दिल्ली-110001  
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- (d) CSCs will perform the census and surveys at ground under the supervision of MoSPI and all State Governments.
- (e) CSC SPV will provide training and capacity building to field enumerators & supervisory staffs engaged by CSC.
- (f) CSC SPV will support MoSPI in advertising the census and survey details through banners at CSCs and workshops.
- (g) CSC will train the field enumerators & supervisors to enable filling the form with attachments using video tutorials, FAQs, call-centre/helpdesk, training content etc., after getting the content approval from MOSPI.
- (h) To spread awareness among field enumerators, CSC SPV will design the marketing collaterals for MoSPI. Marketing collaterals will help VLEs to understand the concept of MOSPI of filling up the online census and surveys.
- (i) Deploy a Technical Support Group (TSG) at MoSPI for real-time monitoring & supervision of the census/survey activities, data collation, validation, analytics and dissemination of survey/census reports as per specific requirement.
- (j) Handover to MoSPI all the digital assets in original (such as data, source codes, technical documentation, manuals, etc.) after completion of a census/survey activity.
- (k) Nominate a single point of contact for MoSPI and the Nodal officer shall be over-all in-charge of the project.

## 5 ARTICLE 5 – ROLE OF THE MOSPI

### 5.1 The MOSPI will have the following role-

- (a) MoSPI shall provide requisite information, forms and other details for development of online platforms for survey/census and implementation of the project.
- (b) MoSPI shall authorize CSCs to perform the survey/census and access to the state/local administration machinery.
- (c) MoSPI will provide hosting space to host the developed applications (Web/Mobile).
- (d) MoSPI will review the developed system and provide final approvals to go live.
- (e) MoSPI will provide training to CSC SPV's masters trainers on the implementation of surveys/census. MoSPI will supervise and assign local support for the training to be provided to CSCs/enumerators in States/ UTs for the process of gathering accurate information.
- (f) MoSPI shall provide logistics support in implementation of training program for CSCs/VLEs.
- (g) MoSPI will do the National and State level publicity for awareness of conduct of EC.
- (h) Nominate a single point of contact for CSC SPV and the Nodal officer who shall be over-all in-charge of the project.

ज्योतिर्मय पोडदार  
महानिदेशक / Director  
केन्द्रीय सांख्यिकी कार्यालय / Central Statistics Office  
कार्यक्रम कार्यालय नम्रालय  
Statistics & P. I.  
110001



## 6 ARTICLE 6 – FINANCIAL IMPLICATIONS

### 6.1 Both parties agree to the following:-

- (a) The above scope will be implemented by Common Services Centres under the supervision of CSC e-Governance Services India Limited.
- (b) CSC SPV will not charge any development fee for designing and developing the online mechanism.
- (c) The financials of the project will be mutually decided by CSC SPV and MoSPI before the implementation the respective survey, census and information dissemination through CSCs. These financials may vary as per the requirement of the respective project.
- (d) In the case MoSPI doesn't fulfill these covenants they shall reimburse the cost incurred by CSC SPV as mutually agreed.

## 7 ARTICLE 7 – CONFIDENTIALITY

### 7.1 Both the parties are to abide to the following:-

- (a) Both parties shall take all reasonable care to ensure that intellectual property, privacy and confidentiality of any information (inclusive but not limited to citizen data, software, designs, dataset, etc.) from other party (and other institutions, as applicable) are not compromised.
- (b) Each Party will treat as confidential all the data collected for MoSPI 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 the actual or suspected misuse or unauthorized disclosure of the other party's confidential information.
- (d) The employees and all other persons concerned with the provision of the services under this MoU are aware of and understand the duty of confidentiality imposed on them under this Agreement and shall not disclose any information, shared under this MoU/project, to anyone perpetually.
- (e) 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-
  - i. 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.
  - ii. 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/ documents in existence at the time of disclosure.
  - iii. Was independently developed by the receiving party as evidenced by the receiving parties file/documents in existences at the time of disclosure.

- iv. Is disclosed by the disclosing party to any third party, sub-contractor or employee without confidentiality obligations similar to those contained in this MoU and for the scope of this MoU; or
- v. 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.
- vi. 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.

## 8 ARTICLE 8 LIMITATION OF LIABILITY

- 8.1 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

  
ज्योतिर्मय पोदार / JYOTIRMOY PODDAR  
महानिदेशक / Director General  
केन्द्रीय सांख्यिकी कार्यालय / Central Statistics Office  
सांख्यिकी एवं कार्यक्रम कार्यान्वयन मंत्रालय  
Ministry of Statistics & P. I.  
भारत सरकार, नई दिल्ली 110001  
Govt. of India, New Delhi 110001



## 9 ARTICLE 9 – INDEMNITY


- 9.1 Each Party shall indemnify and hold harmless each other from any third party claims and losses arising in connection with this MoU to extent that such claims or losses are attributable to or arise from the MoU action or omissions of its own employs or agent.

## 10 ARTICLE 10 – TERM AND TERMINATION

- 10.1 (To be read in conjunction with Article 1) This MoU shall commence on date of execution of this MoU(effective date) and continue in full force and affect for a period of three years, unless terminate by the parties as per the provisions of this MoU. Either Party may terminated 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.

## 11 ARTICLE 11- REPORTS

- 11.1 Both the parties shall provide transactional and operations reports periodically to each other, which may be specific to a services, geographic region or consolidated in a format specified by the parties. These reports would help in understanding the effectiveness of the services, Issue faced in the field and potential improvement areas and infrastructure and other complements under its scope of operations.

  
ज्योतिर्मय पोदार / JYOTIRMOY PODDAR  
महानिदेशक / Director General  
केन्द्रीय सांख्यिकी कार्यालय / Central Statistics Office  
सांख्यिकी एवं कार्यक्रम कार्यान्वयन मंत्रालय  
Ministry of Statistics & P. I.  
भारत सरकार, नई दिल्ली-110001  
Govt. of India New Delhi-110001



## **12 ARTICLE 12- NON – BINDING**

12.1 The terms of this MoU are statements of intent only and are intended only to provide the general principle and key for initial cooperation, understanding and negation 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 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 obligations of the Parties as approved by each Part's management and legal entities.

## **13 ARTICLE 13- NOTICES**

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

## **14 ARTICLE 14- RELATIONSHIP BETWEEN THE PARTIES**

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

## **15 ARTICLE 15- MODIFICATIONS**

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

## **16 ARTICLE 16 – SEVERABILITY**

16.1 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.

## **17 ARTICLE 17 – DISPUTE RESOLUTION**

17.1 This MoU shall be governed according to the Indian laws and each Party shall submit to the jurisdiction of the Courts at Delhi, India.

17.2 Any differences or disputes arising out of in connection with MoU including any question regarding its existing, validity or termination shall be resolved mutually by the parties. However, in the event of non-resolution, the matter may be referred to Secretary, M/o Statistics and Programme Implementation for arbitration as per the provisions of Arbitration and conciliation Act 1996.

  
ज्योतिर्मय पोंडर / JYOTIRMOY PODDAR  
महानिदेशक / Director General  
एन सी सी कार्यालय / Central Statistics Office  
एन सी सी कार्यालय नया दिल्ली - 110 001

  
  
CSC e-GOVERNANCE SERVICES INDIA LIMITED



## 18 ARTICLE 18 – FORCE MAJEURE

18.1 Notwithstanding any provision contained in this agreement, neither party shall be liable to the other to the extent fulfilment or performances of any terms and conditions of this agreement is delayed or prevented by revolutions, civil disorders, wars, acts of enemies, strikes, lack of available resources from persons other than parties to this agreement, electrical equipment or availability failure, fires, floods, rains, snows, ice, earthquake, natural, calamity, federal, states or municipals action, statute, ordinance, or regulation or without limiting the foregoing, any other cause not within its control and which by the exercise for reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not . If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use reasonable effects to minimize the impact of such event.


## 19 INSPECTION AND AUDITS

19.1 CSP SPV shall allow MOSPI or its nominated agencies auditors to inspect the end user application (if any) developed by CSC SPV and its partners that are used or will be used to deliver the services stated in this MoU and related proposals. Dates/schedules for such visits/inspections/audits and details may be mutually agreed by parties. During such visits CSC SPV shall arrange logistics and liaison support for visiting MOSPI representatives.

## 20 ARTICLE 20 – MISCELLANEOUS

20.1 Both parties agree that:-

- (a) Assisted submission of census/survey information through CSC will be purely optional for the citizen.
- (b) All the terms & conditions for submitting census/survey information through CSCs are solely defined by MOSPI and CSC SPV, no single party can change or alter anything. CSCs will only be another mode of applying for the citizen who needs assistance in online application filling.
- (c) MOSPI therefore indemnify CSC SPV or any of the CSCs against any of the claims/suggestions/RTIs/ , risks of non - fulfilment of obligations regarding its application policies.
- (d) CSC SPV shall ensure a close coordination with MOSPI and ensure overall supervision on functioning of field enumerators & supervisory staffs/CSCs for the services covered under this MoU.

  
ज्योतिर्मय पोद्दार / JYOTIRMAY PODDAR  
महानिदेशक / Director General  
केन्द्रीय सांख्यिकी कार्यालय / Central Statistics Office  
सांख्यिकी एवं कार्यक्रम कार्यान्वयन मंत्रालय  
Ministry of Statistics & P. I.  
नए दिल्ली-110001  
New Delhi-110001





MOSPI



CSC e-Governance Services India Limited

IN WITNESS WHERE OF, the parties here to have signed this MoU hereunder on the dates respectively mentioned against the signature of each.

For MoSPI

For CSC e-Governance Services India Limited

Signature

Signature

Name: **Jyotirmoy Poddar**  
Designation: Director General, MOSPI  
Director General  
Central Statistics Office  
सांख्यिकी एवं कार्यक्रम कार्यान्वयन मंत्रालय  
Ministry of Statistics & P. I.  
भारत सरकार, नई दिल्ली-110001  
Govt. of India, New Delhi-110001

Name: **Dr Dinesh Tyagi**  
Designation: CEO, CSC SPV

Witness

Witness

Signature:

Signature:

Name:

Name:

Designation:

Designation: