

Memorandum of Understanding

This **Memorandum of Understanding ("MoU")** entered into on the 2nd day of the month of November in the Year 2016 ("Effective Date").

Between

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

AND

Ministry of Housing & Urban Poverty Alleviation (MoHUPA), New Delhi (hereinafter referred to as "**MoHUPA**") (which expression shall, where the context so admits, be deemed to include its successors, executors and administrators) of the **OTHER PART**.

Both CSC SPV and MoHUPA shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

Under the National e-Governance Plan (NeGP) formulated by the Ministry of Electronics and Information Technology (MEITY), Ministry of Communication and Information Technology, Government of India, the Common Services Centers (CSCs) are conceptualized as ICT enabled, front end service delivery points for delivery of Government, Social and Private Sector services in the areas of agriculture, health, education, entertainment, FMCG products, banking and financial services, utility payments, Railway, Passport etc.

To facilitate the successful implementation of the CSC Scheme, a Special Purpose Vehicle (SPV) named "CSC e-Governance Services India Ltd" has been incorporated under the Companies Act 1956 by DeitY. The SPV is conceptualized to:



- Ensure systemic viability & sustainability of the CSC Scheme
- Monitor achievements of the outcomes by the CSCs
- Enable delivery of G2C and B2C services through CSCs
- Provide a standardized framework for collaborative decision making
- Catalyze and maintain content aggregation on an on-going basis
- Build stakeholder capacity
- Share and replicate best practices

A National Portal for the CSC Scheme www.apna.csc.gov.in has been developed to streamline and standardize service delivery through the CSC network along with a unique Pre paid payment system called CSC e wallet.

CSCs are delivering a variety of services to citizens in rural India, changing the way they learn, communicate, manage their livelihoods and access government, health, and financial services. State Governments across India are leveraging the Common Services Centres for improved access to public services across the Country. Currently, over 50% of transactions completed at CSCs are for various Government services.

CSCs across the country are providing financial services including banking (as banking correspondents), micro-finance and insurance services.

AND

Pradhan Mantri Awas Yojana ensuring housing for all in urban areas has been launched on 25th June 2015 which is to be implemented during 2015-2022. Mission provides central assistance to all eligible families/beneficiaries across 4041 statutory towns for houses. State/UTs will have flexibility to include in the Mission, the Planning area as notified with respect to Statutory Town and which surrounds the concerned municipal area.

To address Housing for All in urban area, the Mission has four verticals:

- "In-situ" Slum Redevelopment
- Credit Linked Subsidy Scheme
- Affordable Housing in Partnership with public or private sector
- Beneficiary-led individual house construction/enhancements

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS, BOTH THE PARTIES HERETO AGREE AS FOLLOWS:




1. Areas of Collaboration:

This MOU sets out the understanding between CSC SPV and MoHUPA in relation to the collaboration for the delivery of services to urban poor for online filing of applications for housing as per Annexure 4 of PMAY HFA (U) Guidelines.

2. The Broad Scope of Work:

Parties agree that the MoU has been signed with the following objectives:

- a. Assistance to citizens through Common Service Centers in filling up online applications for housing as per Annexure 4 of PMAY HFA (U) Guidelines at the prescribed rate.
- b. Integration of PMAY HFA (U) website with CSC SPV online platform for subject mentioned in point (a) above.
- c. Work out an awareness campaign for this service.
- d. CSC SPV to provide Aadhaar based E-KYC & Authentication services for filling PMAY HFA (U) application and other applications as envisaged from time to time.
- e. CSC SPV to provide other such services such as Advocacy and sensitization as and when necessary with mutual consent

Role of CSC SPV:

- 1) Assist PMAY HFA (U) Directorate by providing access to CSCs network across the country for assisted online application form filing for new registrations and other such services. Integration will be done wherein an Authorized VLE can access PMAY HFA (U) Website through secure CSC platform.
- 2) Support in technical integrating among the two systems for online delivery of services through CSCs
- 3) Support in awareness of PMAY HFA (U) online services & making this initiative popular through banners at CSC locations, CSC workshops and other awareness campaigns including newsletters and CSC communications.
- 4) Integration & Provision of Aadhaar based Authentication/E-KYC services to PMAY HFA (U) website and other applications at prescribed terms.
- 5) CSCs to ensure that citizens eligible if does not have an Aadhaar ID, will enroll for one at the CSC centre.



- 6) Will assign a single point of contact, in charge of this relationship for all the technical/operational matters and resolutions.

Role of MoHUPA- HFA Directorate

- 1) Provide online platform where citizens can fill form and upload scanned images
- 2) Support access to form from all CSC Centre
- 3) Support any integration requirements with CSC online platform

3. Financials:

Common Service Centers would act as front end outlets for providing assistance to citizens in online form filling which further would be verified by the concerned ULBs for processing.

The rates as mentioned below is exclusive of service Tax.

Citizens to visit the nearest CSC and will be assisted in the online form filling at a nominal charge of Rs 25/- (Rupees Twenty five only) to be paid by citizen for the assistance to the person managing CSC Centre.

The assistance would include the following:

Sl. No.	Steps of Service	Transaction Cost (Rs)
1.	Online e-KYC enabled form filling	25/-
2.	Printing of the acknowledgment receipt along with beneficiary photograph	

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

4. Coordination:

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



5. Technical Integration:

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

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

6. Non- Exclusive:

This agreement is non-exclusive to both the parties

7. Confidentiality:

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

8. Reports:

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

These reports would help in understanding the effectiveness of the services, issues faced in the field and potential improvement areas.



9. Terms & Termination:

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

10. Intellectual Property:

Each Party agrees that it shall have no right to use the other Party's logo in promotional documents without the prior written consent of such other Party.

11. Dispute Resolution:

If any dispute arises between the Parties in connection with this MoU, the Parties shall endeavor to settle such disputes amicably. In case the Parties fail to settle such disputes within a period of thirty (30) days from reference above, either Party shall be entitled to refer the disputes to an Arbitrator mutually appointed by the Parties. The Arbitration proceedings shall be conducted in New Delhi, and the same shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996.

12. Force Majeure:

Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance of any terms and conditions of this agreement is delayed or prevented by revolution, 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, snow, ice, earthquake, natural calamity, federal, state or municipal action, statute, ordinance, or regulation or without limiting the foregoing, any other causes 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.



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

For CSC SPV



Name : Dr. Dinesh Kumar Tyagi
Designation: Chief Executive Officer
CSC e-Governance Services
India Limited

For MoHUPA



Name: Sh. Amrit Abhijat
Designation: Joint Secretary(HFA)

For CSC SPV

Witness 
Signature: SOUMI BANERJEE

Name:

Designation: AUP, CSC SPV.

For MoHUPA

Witness 
Signature:

Name: R. S. SINGHA

Designation: DDO (HFA-2)