

**MEMORANDUM OF UNDERSTANDING**

**1. INTRODUCTION**

‘DigiLocker’ is a flagship initiative of Ministry of Electronics & IT (hereinafter MeitY), Government of India, having its office located at.....,under Digital India Programme. Targeted at the idea of paperless governance, DigiLocker aims to provide a digital wallet to every resident of India so that all lifelong documents/certificates can be electronically held under a single secure digital wallet. DigiLocker is a platform for issuance and verification of documents & certificates in a digital way, thus eliminating the use of physical documents. DigiLocker is represented through National e Governance Division (NeGD), MeitY, referred herein as ‘NeGD or First party’

WHEREAS \_\_\_\_\_ is engaged in \_\_\_\_\_ having its office located at.....referred herein as ‘Second party’

1. WHEREAS NeGD has a keen interest in allowing onboarding of the services provided by the Second Party on NeGD’s developed module ‘DigiLocker’. The scope of ‘DigiLocker’ is already explained above.
2. This MoU is about integration of the Second Party’s departmental/public services and documents with DigiLocker facility managed by NeGD and subsequent operational requirement of such services on DigiLocker.
3. This document, defines the roles & responsibilities and obligations of ‘NeGD’ and \_\_\_\_\_, to ensure trouble free delivery of services to end users.

**2. TERM OF MOU**

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU. The MOU shall remain in force for a period of \_\_\_\_ Years, from the date of signing and at the end of this period, the same will be extended with mutual consent. The purpose of the MOU between NeGD and ..... is to formalize the relationship and broad modalities of operations of ‘DigiLocker’ and the commitment from the parties for mutual benefit to sustain a successful cooperative relationship to fulfill the objectives as described above.

**3. ROLES AND RESPONSIBILITIES OF THE PARTIES**

**A. NeGD (DigiLocker) shall be responsible for:-**

1. Providing integration support to Second Party and help in routing offered services through DigiLocker that includes issuance and/or consumption/verification of documents.
2. Demonstrating the application to the second Party before making services 'Live On DigiLocker'.
3. Resolving functionality issues, if any faced in the implementation of Second Party's services of second party within the defined scope.

#### **B. Responsibilities/Undertakings of the 'Second Party':-**

1. 'Second Party' understands/undertakes that while integrating its systems/platforms with DigiLocker platform, it needs to expose the APIs in the secure manner considering DigiLocker like a third-party external system irrespective of the fact that DigiLocker is fully secure and robust platform. To reiterate, 'second party' remains fully responsible for the security of their systems/platforms and must be taking required measures to ensure this all the time.
2. 'second party' also understands that DigiLocker shall offer services in accordance with the Privacy Policy, UIDAI guidelines and relevant regulations, including the law for the time being in force, as applicable for the services delivered through DigiLocker.
3. Second Party's understands/undertakes that once the DigiLocker services are made available through second party application, users expect fast response and smooth delivery of services. Accordingly, the 'Second Party' commits to be vigilant about the user-complaints and service-delivery-quality through "Self-care Portal" and shall strive to quickly address the underlying issue as and when required.
4. 'Second Party' also understands that unified and convenient access through mobile app may, potentially, bring more and more users to DigiLocker for their services and accordingly, 'Second Party' agree to strengthen and optimize the backend platform and the associated processes/ service-flow from time to time to cope-up with the increasing load and maintain the service delivery quality to acceptable levels, to serve its users in a better manner.
5. Ensuring application is up and running for all services as defined in scope
6. Notifying first party for any planned and unplanned downtime.

#### **B.1 Core Responsibilities of 'Second Party'**

- a) Ownership for the on-boarded service remains with the 'Second Party' in terms of API response time, service up-time, accuracy and relevance of the information, underlying service specific SLAs etc.
- b) It is important to note that interface between Repository, Gateway, and Digital Locker must be via. NeGD notified DigiLocker APIs including any updates.

- c) Ensure compliance to Privacy Policy, UIDAI guidelines and all related regulations, including the law for the time being in force as applicable for the services delivered through DigiLocker.
- d) User complaints relating to Second Party's managed hosting platform, shall be required to be promptly diagnosed and resolved. All such complaints shall be made available through access-controlled Self-care portal on real-time basis and must be monitored near real time
- e) Monitor key service performance matrix, available through Self-care portal, on a regular basis such as response-time, concurrent users/TPS and prompt corrective measures must be taken to resolve any underlying issue including any update/upgrade and/or optimization requirement on Second Party's managed back-end platform
- f) Any changes in the Second Party's managed backend database scheme/structure, service logic, service flow or anything requiring changes in the API and/or input field validations and/or authentication and/or any third-party system access must be planned and NeGD (DigiLocker Support team) must be given sufficient notice, but not less than a week, to implement the changes suitably so that such changes are reflected in DigiLocker concurrently with other service delivery channels of the Second Party's.
- g) Ensure that the users accessing service through DigiLocker are treated at par with the ones accessing directly through Second Party's mobile app/website, in every aspect, particularly, quality of service delivery, SLA and complaints/grievance resolution.
- h) Mention DigiLocker (with website link and download options) in all promotional advertisements of the Second Party's where availability of their services on different channels is mentioned as well as provide a link on the Second Party's website
- i) Shall provide a Single Point of Contact (SPOC)/nodal officer for all business & technical support for DigiLocker

## **B.2 Operations and Maintenance**

This phase shall come into effect once the services have been routed through DigiLocker. Apart from core responsibilities mentioned in **B.1** i.e. Core responsibilities of 'Second Party' the 'Second party' shall also be responsible for following:

- a) Planned Maintenance
  - i. Provide a notice of 48 hours (preferably) but no less than 24 hours (under exceptional situations) for any planned maintenance having impact on the live service/s to First Party.
  - ii. Any such planned maintenance should preferably be carried out during the Maintenance Window of 00:00 to 04:00 hours with prior information to First Party.
  - iii. Handling of services in terms of temporarily withdrawing/disabling the service/s or error message to be displayed to the user during any kind of outage/disruption

of services etc. either through Self-care Portal or by calling/informing NEGD (through DigiLocker O&M Support Team)

b) **Outage & Unplanned downtime**

- i. Any major outage and/or any noticeable impact on the service must be immediately reported to the NEGD (through DigiLocker O&M Support Team) with the expected restoration time so that users are informed suitably.
- ii. Managing services in terms of temporarily withdrawing/disabling the service through Self-care Portal, throwing appropriate error messages (from back-end) for presentation to the user during any kind of outage/disruption of services etc.

**B.3 Usability and User Experience**

- a) Ensure quality and authenticity of information/data shared via APIs.
- b) Complaint numbers and email of Second Party's, provided on DigiLocker, must be manned for taking user complaints and providing resolutions
- c) Keep the logo, contact details, addresses and Second Party's description updated all the time through Self-care Portal
- d) Validate labels in various languages and report errors/better phrases/changes, wherever required
- e) Designate one official to perform O&M duties through Self-care Portal

**4. USAGE & COMMERCIALS**

NeGD will not charge the second party for the cost of integration and any changes required in DigiLocker system as a result of the integration will be borne by NeGD. Additionally NeGD will not be paying the second party for any expense of any nature as part this integration as well. Any modifications in this arrangement from NeGD's part will be conveyed to the second party.

When using the APIs, the second party may not (or allow those acting on its behalf to):

- Charge any fee for DigiLocker services.
- Access the APIs unless the access is initiated by the end user or you obtained the explicit end user consent. Every access of any digital data pertaining to an individual and is available via that end user's DigiLocker account will only be obtained with explicit consent of the said DigiLocker user.
- Sublicense an API for use by a third party. Consequently, second party will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.
- Perform an action with the intent of introducing to DigiLocker products and services any viruses, worms, defects, Trojan horses, malware, computer contaminant, or any items of a destructive nature.

- Defame, abuse, harass, stalk, or threaten others.
- Interfere with or disrupt the APIs or the servers or networks providing the APIs.

Approach any DigiLocker end user in a unsolicited manner. Reverse engineer, decompile, disassemble or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

## **5. APPLICABLE LAW & DISPUTE SETTLEMENT**

The terms and conditions of the MOU shall be governed by and construed in accordance with the Indian Laws. Both the Parties agree to appoint P&CEO, NeGD as sole arbitrator to arbitrate under the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 in case of any dispute arising out of this MOU.

The Place of Arbitration shall be New Delhi and the language of arbitration shall be English.

Any dispute arising under these terms and conditions shall be subjected to the exclusive jurisdiction of the courts located in New Delhi only.

## **6. INDEMNITY**

Second Party shall defend, indemnify and hold harmless NeGD, management, officers, employees and consultants (each as “Indemnified Party”) from and against any and all damages, injuries, claims, demands, actions, liabilities, costs and expenses (including reasonable legal fees) incurred or made against an Indemnified Party arising from or connected with the performance or non-performance of this MOU or Second Party’s breach of any warranty, representation or covenant herein.

## **7. NO PARTNERSHIP**

Nothing in this MoU shall create, or be deemed to create, a partnership between the parties.

## **8. NOTICES/ WRITTEN CORRESPONDANCE**

Each communication or notice to be made hereunder shall be made in writing but, unless otherwise stated may be made by email, preferably from official email ID or letter. Any communications or document to be made or delivered by one party to another hereunder shall (unless that other party has with five (5) days written notice specified another address) be made or delivered to that person addressed as follows:

**In the case of the first party ‘NEGD’:**

4th Floor, NEGD, Electronics Niketan 6, CGO Complex, New Delhi-110003

Email: [support@digitallocker.gov.in](mailto:support@digitallocker.gov.in)

**In the case of the second party:** \_\_\_\_\_

and shall be deemed to have been made or delivered either when the appropriate response is received (in the case of communications made by fax or email) or in the case of any communications made by letter, seven days after posting, subject to proof of delivery.

## **9. CONFIDENTIALITY**

The parties acknowledge the confidential nature of much of the information shared in the process of carrying out the mandate described herein, and agree to hold such information in strictest confidence, except where it may necessarily be revealed in the course of carrying out the business described herein. The Second party shall obtain written consent from first party before making any information/data/analysis/statistics/statement to general public, any authority, media or any other entity. This clause is further subject to the conditions as laid down in the 'Confidentiality and Non Disclosure Agreement' which the parties herein have already signed.

## **10. TERMINATION**

NeGD reserves the right at any time to modify or discontinue, temporarily or permanently, the DigiLocker Service (or any part of it) by giving 30 days advance written notice. NeGD in its sole discretion reserves the right to suspend or terminate Second Partner's account and refuse any current or future use of the platform for any reason at any time. Such termination may result in the deactivation or deletion of the account, and the loss of all the content hosted therein and the Second Party herein acknowledges and accepts its sole responsibility.

## **11. MODIFICATION**

NeGD may modify the Terms or any portion to, such as reflect changes to the law or changes to our APIs. NeGD will intimate the second party about any changes in Terms of Services. Addressing new functions for an API or changes made on account of legal reasons will be effective immediately. If second party do not agree to the modified Terms for an API, the second party may discontinue the use of that API. The continued usage of the API constitutes the acceptance of the modified Terms by Second Party.

## **12. ENTIRE MoU**

This fully binding MoU embodies the entire understanding between the parties in relation to the DigiLocker services and there are no promises, terms or conditions or obligations oral or written, express or implied, other than those contained in the Agreement. No

changes shall be valid unless agreed and executed by both parties in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their authorized representative as set forth below.

For and on behalf of the Second Party (XYZ)	For and or behalf of the NeGD
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date: