



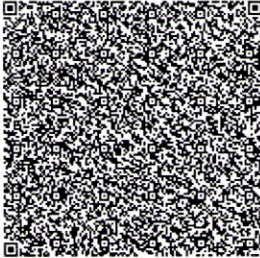
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL26993775704450K
Certificate Issued Date : 27-Sep-2012 03:43 PM
Account Reference : SHCIL (FI)/ dl-shcil/ HIGH COURT/ DL-DLH
Unique Doc. Reference : SUBIN-DLDL-SHCIL54041070520290K
Purchased by : CSC E GOVERNANCE SERVICES INDIA LTD
Description of Document : Article Others
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : CSC E GOVERNANCE SERVICES INDIA LTD
Second Party : NIELIT
Stamp Duty Paid By : CSC E GOVERNANCE SERVICES INDIA LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MOU) is made this 18th day of October 2012 between CSC e-Governance Services India Limited, a Company incorporated under the Companies Act 1956, having its registered Office at Electronics Niketan, 4th Floor, DIT, Programme Management Unit, 6, CGO Complex, Lodhi Road, New Delhi-110003 (hereinafter referred to as "CSC

(10)

As per

SPV", which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the ONE PART.

AND

NIELIT (formerly DOEACC Society), New Delhi having its Head Office at Electronics Niketan, 6 CGO Complex, New Delhi – 110003, Autonomous Scientific Society of Department of Information Technology, Govt. of India (hereinafter termed as NIELIT (FORMERLY DOEACC SOCIETY)), which expression shall, where the context so admits or implies, includes its heirs, executors, successors on the SECOND Part

WHEREAS CSC SPV has been tasked to be the facilitator of public services and information aimed at enhancing the overall value of the Common Services Centers to the rural citizen through institutional arrangements with diverse stakeholders from the Government, Business and Civil Society; and

WHEREAS CSC SPV has been incorporated to

- Ensuring systemic viability and sustainability of the CSC Scheme
- Monitoring achievements of the outcomes by the CSCs
- Enabling delivery of G2C and B2C services through CSCs
- Providing a standardized framework for collaborative decision making
- Catalyzing and maintaining content aggregation on an on-going basis
- Building stakeholder capacity
- Looping best practices

WHEREAS NIELIT (formerly DOEACC Society) is an Autonomous Scientific Society of the Department of Information Technology envisioned to bring in the most updated global industry relevant computer education within the reach of more and more in the areas of Information, Electronics and Computer Education by offering its meticulously prepared curriculum through the non formal sector; and

WHEREAS NIELIT (formerly DOEACC Society) has authorized training Centres across the country delivering courses and certifications in the field of Information, Electronics and Communication Technology (IECT); and

WHEREAS NIELIT (formerly DOEACC Society) now is planning to enable these authorized training Centres to offer various G2C and B2C services like On line registration by Students, On line examination form filling, Online form filling for accreditations by institutes, On line registration by experts etc.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS

FOLLOWS:**I) Mutual Obligations:****A. NIELIT (formerly DOEACC Society) agrees that it shall:**

- Integrate all NIELIT Authorized Centres with the Common Services Centre Scheme, appointing its Centres as Common Services Centres (CSCs) and its Centre operators as Village Level Entrepreneurs (VLEs) under the CSC Scheme
- Ensure that each Centre has the minimum ICT infrastructure setup as per the CSC Scheme guidelines, including broadband connectivity.
- Sign agreements with the State/ Service Centre Agencies (SCAs) as required without any additional payment
- Register its Centres on the Online Monitoring Tool (OMT) of the CSC Scheme
- Permit its Operators to transact on the CSC India Online Portal
- Organize and conduct public awareness campaigns to promote usage of the CSCs.
- Will provide technical Know How for development of online solution for services of NIELIT to be delivered through CSC's

B. CSC SPV agrees that it shall:

- Collaborate with various States/ SCAs to engage NIELIT (FORMERLY DOEACC SOCIETY) Authorized Centres as CSCs
- Facilitate the smooth integration of the NIELIT Centres with the CSC Scheme in States, including partnership with various stakeholders in the State to ensure smooth service delivery arrangements.
- Enable the NIELIT Authorized Centres to be registered on the OMT tool, after integration approvals from States for integration.
- Provide access to NIELIT Centres that are registered on the OMT tool, with access to the CSC India Online Portal
- Enable delivery of B2C and G2C services through NIELIT Centres as applicable in the case of other CSCs.
- Will bear cost for development of on line solution of services for delivery to students, accredited institutes through CSC's

C. General:

1. Notwithstanding anything in the document, this Memorandum of Understanding (MoU) is to be treated solely as a facilitating arrangement with the implementation partners of the CSC network, and should not be treated in any manner or context, as an endorsement of NIELIT, its activities or its sister agencies.
2. NIELIT shall intimate and seek prior approval of CSC SPV for all publicity material advertising the utilization of CSCs for promotional activity, wherever possible.
3. NIELIT & CSC SPV agree to jointly explore opportunities also for future engagement or partnership to augment services offering through CSCs.
4. **Intellectual Property Rights** - Each party shall ensure that the Trademarks, Trade names, Copyrights, Service Marks, Logos, Devices and other Intellectual Property (IP) of the all third Parties are obtained by them by way of written permission of the respective Owners thereof, save and except to the extent necessary to perform their respective obligations as outlined in this agreement (hereinafter collectively referred to as "**Intellectual Property Rights**").
5. The Online solution developed with funding from CSC-SPV and technical knowhow from NIELIT shall be property of both CSC-SPV and NIELIT. However, in case NIELIT will to own it (in case of breach of MoU), the same can be retained by NIELIT on payment basis.
6. **Usage of Intellectual property** - Each party's intellectual property provided or otherwise made available to the other party or any other party's Affiliate may be used by either party or either party affiliate solely for the express purposes described in this agreement during the Term of Agreement. For any avoidance of doubt, each party will not:
 - (a) Copy any intellectual property of other party;
 - (b) Distribute copies of any Intellectual Property of other party;
 - (c) Modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble, or make derivative works or improvements based on any Intellectual property of other party;
 - (d) use, rent, loan, sublicense, lease, distribute, or attempt to grant other rights to any Intellectual property of other party.
7. **CONFIDENTIALITY** - Subject to the exceptions as may be required in terms of any statutory obligations, each party shall keep in utmost confidence any




confidential/sensitive/proprietary information obtained under this Agreement by either party including the terms of this Agreement Terms of Trade , and any other proprietary information provided by either party to other that are agreed by the Parties and shall not divulge the same to any person /Third party, without the consent of the other party.

8. **Duration of the MoU** - The term of this MoU will be initially for a period of TWO years from the date thereof and may be renewed for further period upon such terms and conditions as may be mutually agreed to by the parties herein.
9. **Termination of the MoU** - This MoU shall stand terminated on the occurrence of any of the following events:
 - a. At the expiry of the term of the MoU as provided in Section "II" hereinabove if the parties does not choose to renew this MoU.
 - b. If any of the Parties commits breach of any of its obligation under this MoU and if such breach is not rectified within a period of thirty (30) days from the date of the receipt of the notice in that regard, by the Party in default from the other Party; and
 - c. On the expiry of notice of not less than sixty (60) days to be given in writing, such period being reckoned from the date of receipt of the notice by the concerned Party.

This MoU is signed by -

For and on behalf of
CSC e-Governance Services India Ltd

Name: Shri Dinesh Tyagi

Designation: Chief Executive Officer

Date: 1/10/2012

Signature 

For and on behalf of
NIELIT

Name: Dr. Ashwini Kumar Sharma

Designation: Chief Executive Officer

Date: 1/10/2012

Signature _____