



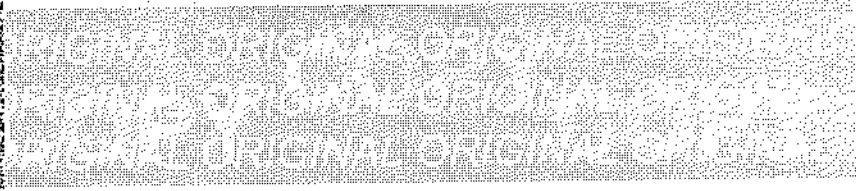
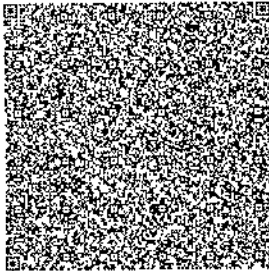
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL92351757819138N
Certificate Issued Date	: 14-Dec-2015 06:28 PM
Account Reference	: IMPACC (IV)/ dl721003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL72100382892182063954N
Purchased by	: NIELIT
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	: NIELIT
Stamp Duty Paid By	: NIELIT
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding (MOU) is signed at Delhi on this 14th day of December, 2015 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,

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Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

New Delhi-110003 (hereinafter referred to as "CSC-SPV, wherever applicable" which expression shall mean and includes its successors, and permitted assigns) represented through its authorized person as the FIRST PART

And

National Institute of Electronics and Information Technology (hereinafter referred to as "NIELIT"), an autonomous scientific society under the administrative control of Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology, Government of India having its registered office at Electronics Niketan, 6, CGO Complex, New Delhi – 110003 as the SECOND PART.

WHEREAS as per the understanding between CSC e-Governance Services India Limited and NIELIT, NIELIT shall conduct web based remote proctored online examination under NDLM DISHA project and issue digital certificate to the qualified candidates , and

WHEREAS CSC e-Governance Services India Limited shall enroll and register the candidates under the NDLM scheme, co-ordinate with the CSC-Centres ensuring availability of requisite infra-structure and authenticate the biometric credentials of the candidate .

Now, THEREFORE, the parties to this MOU AGREE AS FOLLOWS :

1. TERM

This MoU shall be effective from 29/5/2015 and shall remain in force for a period of One year from the effective date of this MoU unless terminated in accordance with the provisions stipulated in this MoU. The term of this MoU may be extended further on mutually agreed terms for such additional periods as may be mutually agreed upon amongst the Parties.

2. SCOPE OF MOU

- NIELIT is entrusted for Online assessment and certification under NDLM-DISHA programme which also includes related scheduling /proctoring services and conduction of AnyWhere AnyTime Examination
- Online examinations shall be conducted at CSC-centres or any other appropriate centre identified by CSC with requisite infra-structure in terms of system with web camera facility and bio-metric devices , on the dates declared by NIELIT and CSC in its examination schedule, between 8:00 am to 8:00 pm except on public holidays and Sunday.
- Examination schedule for the quarter will be published in advance on CSC or NDLM portal
- CSC-SPV will provide its services for online registration of candidates through its portal and processing of activities involved in registration process.

- Parties at all times shall ensure that the online examinations are conducted in a fair and transparent manner and that the Parties shall provide each other all necessary support and guidance as may be required to accomplish the same and work with close co-ordination.
- NIELIT shall provide the result of the examination and also issue digitally signed e-certificate to the passed candidates.

3. Mutual Obligations:

A. NIELIT agrees that it shall:

- Conduct the NDLM Examination for L1 and L2 Level courses using the services provided by First Part for conducting remote proctor based exam and generate the digitally signed certificates to successful candidates .
- Deploy sufficient number of Proctors who shall be responsible for carrying out the assignment of remote proctoring under this MoU
- Ensure to conduct examinations in fair & responsible manner and take necessary steps to avoid malpractices during the online examination.
- In the event of any malpractice at the examination centre, NIELIT shall forward a report of all such cases to CSC-SPV to take necessary disciplinary actions against the erring examination centres, officials etc., wherever it feels necessary.

B. CSC-SPV agrees that it shall:

- Provide the services and do necessary changes/amendment in the system for conducting remote proctor based examinations to NIELIT free of cost for NDLM Examinations.
- Ensure micro level eligibility checking of the candidates at the time of registration only .
- Maintain the complete data of candidates and provide the statistics to NIELIT as and when required.
- List down the Examination Centre with proper infrastructure and submit the list to NIELIT. CSC will nominate the Examination Centre Superintendent, who in turn shall be authorized to verify the candidates at the time of examination and in case of any malpractice including impersonation cases, that ES will be held responsible and CSC-SPV shall take necessary action against that centre.

4. COMMERCIALS AND PAYMENT TERMS

- CSC-SPV would pay a fee of Rs. 65.80/- (inclusive of all taxes) per candidate appeared in the NDLM Examination for L1 and L2 Level courses to NIELIT towards conduction and certification charges.




- The invoice will be submitted by NIELIT to CSC-SPV by 25th of each month based on the appeared candidate data in the preceding month. CSC-SPV shall ensure the settlement of invoice within 15 days of receipt of the same.

5. REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/rules/notifications or by virtue of the order/instruction/directive from the relevant authority to enter into this MoU and to grant the right to NIELIT under the terms of this MoU to conduct the online examinations.

6. LIMITATION OF LIABILITY AND INDEMNITY

Under no circumstance NIELIT's liability to the candidate or CSC-SPV or to any other person shall exceed the amount of the examination fees received for the candidate towards the online examination for a particular exam cycle.

In no event, any Party shall be liable to the other for any special, indirect, incidental, punitive, contingent or consequential loss or damages as suffered by any Party, including but not limited to a loss of use, data, business, anticipated savings, profit, reputation, goodwill or revenue, arising out of or in connection with this MoU executed in pursuance hereof, and whether such liability arises from any claim based upon contract, warranty, tort, product liability, performance thereof or otherwise and whether or not the Party has been advised of the possibility of such loss or damages.

7. TERMINATION

This MoU shall stand immediately terminated if any of the party becomes insolvent, makes a general assignment to the benefit of creditors, suffers or permits the appointment of a receiver or is subject to any proceeding under any bankruptcy law, or has wound up or liquidated.

That any termination of this MoU, by whatsoever reason, shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

Notwithstanding anything contained to the contrary, this MoU can be terminated by either party by giving a three months notice in writing in advance to the other party of this MoU.



8. CONFIDENTIALITY

The Parties hereto shall at all times maintain and keep secret and confidential all Information and shall not disclose or divulge the same or any part thereof to any Third Party without the prior written consent of other Parties in that behalf.

Any matter relating to Right to Information in respect of the Online Examinations will be dealt by CSC-SPV by getting the relevant information from NIELIT

9. FORCE MAJEURE

Notwithstanding anything else contained in this MoU, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, terrorist attack, war declared and undeclared) provided however that any delay by a sub-contractor or supplier of the Party so

delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the sub-contractor or supplier concerned.

Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the said circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay, save where such delay is caused by the act or omission of the other party. (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this MoU as well as by law.)

10. WAIVER OF REMEDIES

No forbearance, delay or indulgence by either Parties in enforcing the provisions of this MoU shall prejudice or restrict the rights of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative.

11. ASSIGNMENT

Neither party shall assign any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business of CSC-



SPV/NIELIT. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which CSC-SPV / NIELIT has been merged or is taken over.

12. Severability and waiver

The various provisions and sub provisions of this MoU are severable and if any provision or sub provision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability shall not affect the validity or enforceability of the remaining provisions or sub provisions or parts thereof in this MoU.

13. Notices

All notices, request, consents or other communications required or permitted to be given to either party pursuant to this MoU shall be in writing and shall be sent by Registered Post with acknowledgement due, by Speed post or by courier at the address as given in this MOU and in case if there is any change in address then the changed address should be notified to the other party and the new address shall be considered as the address of that party .

14. Arbitration

In case of any dispute arising out of this MoU, the same shall be referred to arbitration by an arbitrator appointed by NIELIT and CSC-SPV. The applicable law for arbitration will be, The Arbitration and Conciliation Act, 1996 or any of its statutory modifications or enactments thereof for the time being in force.

The place of Arbitration shall be New Delhi, Delhi State, India for the purposes of this MoU and the Award shall be binding on the parties. The arbitrator's award shall be binding and final. The Courts situated in New Delhi, Delhi State, India shall have the jurisdiction.

15. JURISDICTION & GOVERNING LAW

This MoU shall be governed by and construed in accordance with the laws of India and would come under the exclusive jurisdiction of the Courts in Delhi, Delhi State, India.

This MoU shall be executed in duplicate and each copy would be deemed as original and the original copy of the MoU be retained by each party to this MoU.

IN WITNESS WHEREOF, the Parties hereto have executed this MoU as of the day and the year first above written and the authorized representative of each of the parties hereto have set and subscribed



their respective hand and seal to these present the day and year first herein above written.

For and behalf of
CSC e-Governance Services
India Limited

For and behalf of
National Institute of Electronics
and Information technology

Name: DINESH DYAGI

Name:

Designation: CEO.

Designation:

Date:

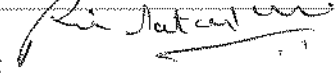
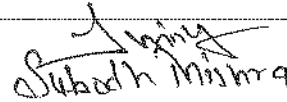
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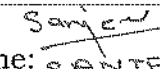
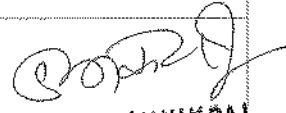
Signature: 

Signature: 
DR. ASHWANI KUMAR SHARMA
राष्ट्रीय निदेशक / Director General

Witnessed by:

राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान
National Institute of Electronics and Information Technology
इलेक्ट्रॉनिक्स निकेतन, 5, सीजीओ कॉम्प्लेक्स, नई दिल्ली-3
Electronics Niketan, 5, CGO Complex, New Delhi-3

1.  Name: RISHIKESH PATANKAR Title: GEN. MANAGER.
2.  Name: Subodh Mishra Title: Sr. Manager

1.  Name: SANJEEV KUMAR GUPTA Title: Additional Director
2.  Name: जनक राज / JANAK RAJ Title: रजिस्ट्रार / Registrar

राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान
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