

**Memorandum of Understanding between Ministry of Panchayati Raj and
CSC e-Governance Services India Limited to develop Synergy between
Common Service Centers and Gram Panchayat to create Digital
Panchayats**

This Memorandum of Understanding ("MoU") entered into on the 21st day of the month of **August** in the Year 2019 ("Effective Date").

BETWEEN

Ministry of Panchayati Raj, Govt. of India (MoPR), set up in May, 2004, is to ensure the compliance of the provisions of Part IX of the Constitution, provisions regarding the District Planning Committees as per Article 243ZD, and PESA, with a vision is to attain decentralized and participatory local self-government through Panchayats, or Panchayati Raj Institutions (PRIs) and mission for empowerment, enablement and accountability of PRIs to ensure inclusive development with social justice, and efficient delivery of services, located at 11th Floor Jeevan Prakash Building, 25, Kasturba Gandhi Marg, New Delhi-110001. The President of India acting through and represented by **Secretary, Ministry of Panchayati Raj, Government of India** or his authorized representative which expression shall, unless repugnant to the context or meaning thereof, includes its successors and assigns as **FIRST PARTY**.

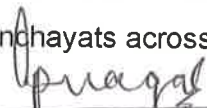
AND

CSC e-Governance Services India Limited, incorporated under the Company Act 1956 by the MeitY, Gol, having its registered office at 3rd 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 **SECOND PARTY**

(Both MoPR and CSC-SPV shall hereinafter being collectively referred to as "Parties" and individually as "Party").

WHEREAS CSC-SPV is desirous for collaborating with MoPR to create Digital Panchayats through its rural access points.

WHEREAS CSC SPV has represented to the MoPR that it has 3.8 lakh CSCs covering almost all the Panchayats across the country who can perform the task set out in the MoU.


आलोक प्रसाद/Anil Prasad
संयुक्त सचिव/Joint Secretary
पंचायती राज मंत्रालय/Min. Panchayati Raj
भारत सरकार/Govt. of India
नई दिल्ली/New Delhi-110001



WHEREAS the training and capacity building of the Panchayat Functionaries can be executed Digitally through CSCs. **AND WHEREAS** the Parties have accordingly agreed to execute this MoU in order to record their mutual understanding

1. BACKGROUND

The Government of India has been pursuing three broad aspects of the Panchayat Agenda: Empowerment, Enablement and Accountability and have been devoted to building/strengthening institutions, systems, processes etc. so as to ensure efficiency, transparency and accountability in the Panchayats.

Information Technology needs to be primarily positioned as a decision-making support system for the Panchayats as a tool for transparency, disclosure of information and social audit, a means for better and convergent delivery of services to citizens, improving internal management and efficiency of Panchayats, capacity building of representatives and officials of Panchayats.

2. e-GOVERNANCE PANCHAYAT

There is a strong need to build a "**Digital Inclusive Society**" where large sections of rural population are able to benefit from new technologies, can access and share information and services freely and participate in the development process more effectively. Panchayats being at the cusp of rural citizens and governance structure are an effective vehicle to induce mass ICT culture at the grassroots level.

It is with this broad vision that Ministry of Panchayati Raj (MoPR) had formulated a scheme for ICT enablement of all the Panchayats in the country in a Mission Mode approach. e-Panchayat MMP is one of its kind initiative that aims to improve the governance of local self-governments and endeavors to enhance transparency, accountability and efficiency of the Panchayats. The project addresses all aspects of Panchayats' functioning including Planning, Monitoring, Implementation, Budgeting, Accounting, Social Audit, GIS based planning and delivery of citizen services like issue of certificates, licenses etc. It also aims to make all the Government services accessible to common man in his locality, through common service delivery outlets and ensure efficiency, transparency & reliability of such services.

e-Governance, service delivery to citizens through means of information technology is key aspect of Digital India Programme and 5 years Vision Document of MoPR. Through this

MoPR aims to leverage Common Service Centres (CSCs) in realizing the objective of Smart Governance and provision of online services. CSCs would be co-located in the Gram Panchayat Bhawans and would be offering the various services.

In pillar 3 of Digital India Programme, CSCs are mentioned to be made viable through multi-functional end-points for service delivery through Gram-Panchayats. This MoU intends to take this vision forward and align the mandate of MoPR with the Digital India programme goal.

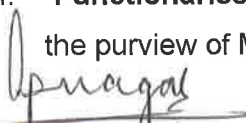
3. TERMS

The following are the terms of this MoU:

- 3.1. This MoU shall come into force on the Effective Date and will be valid for a period of 5(five) years from the Effective Date.
- 3.2. This MoU may be terminated by either Party by giving 30 days written notice to the other party.
- 3.3. This MoU may be further renewed, as mutually agreed in writing by both the Parties.

4. DEFINITIONS

- 4.1. "MoU or "this MoU" means and includes this MoU together with all Appendices, Annexure, Schedules, and any other attachments thereto, includes recitals written hereinabove, and as amended or modified from time to time.
- 4.2. "CSCs" means Common Services Centers, under Digital India program of the Government of India, as the front-end delivery points for Government, private and social sector services to rural citizens of India, in an integrated manner. The objective is to develop a platform that can enable Government, private and social sector organizations to align their social and commercial goals for the benefit of the rural population in the remotest corners of the country.
- 4.3. "MoPR" means Ministry of Panchayati Raj, Government of India
- 4.4. "Functionaries" shall mean Elected Members & Staff or individuals serving under the purview of MoPR and line Depts.


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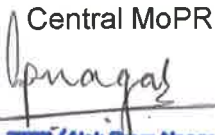


- 4.5. "VLE" means Village Level Entrepreneur managing Common Service Centers (CSCs).
- 4.6. "Digital Seva Portal" shall mean the online transaction portal of CSC promoted by MeitY.
- 4.7. PRIs: - Panchayati Raj Institutions.
- 4.8. CSC: - Common Service Center.
- 4.9. SPV: - Special Purpose Vehicle.
- 4.10. Functionaries: - Elected Member of PRIs and their representatives or individuals serving under MoPR and State governments.
- 4.11. PES Application: - Applications under Panchayat Enterprise Suite developed by Ministry of Panchayati Raj.
- 4.12. MMP: Mission Mode Project wherein suite of core application has been developed.
- 4.13. State: - Governments of States and Union Territories of India.
- 4.14. Government: - Government of India.

5. SCOPE OF MoU

Scope of MoU includes promoting e- Governance in all states in promoting Co-Location of CSC in Gram Panchayat and utilization its services. Scope is mutually agreed between the parties and signed with following objectives: -

- 5.1. Enable/empower States to setup/collocate the CSC in Gram Panchayat Bhavans.
- 5.2. Regular updating of MoPR applications and generate required MIS and reports.
- 5.3. Delivery of online G2C, G2G services and any other services as per the terms and conditions, mutually agreed with the States/PRIs.
- 5.4. Regular updating of data for all schemes and programs of Government/State through CSC Centers.
- 5.5. Maintain GP records in digital form and monitor updates on regular basis through centralized MIS system for Panchayat level, Block level, ZP level, State Level and Central MoPR level.


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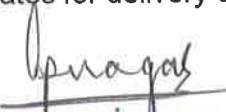


- 5.6. Support in conducting various surveys at Gram Panchayat level including the impact assessment surveys.
- 5.7. Advocate and generate awareness on several Government/State schemes to citizens at Gram Panchayat level.
- 5.8. VLEs of CSC will impart digital literacy and sector specific trainings, to the Elected Representatives of Panchayats.
- 5.9. Maintain and manage the available hardware, network etc. to maintain continuity of CSCs
- 5.10. CSC will act as a platform to States/PRIIs for creating digital automation and standardize the day to day activities.
- 5.11. Issue advisories on fund utilization for States to take up CSC Center project in their respective PRIIs, in consonance with the guidelines of the extant Central Finance Commission.
- 5.12. Constitution of Project Monitoring and Steering Committee (PMSC). Project to be monitored under the supervision of the PMSC constituted by MoPR, comprising of officials from MoPR, CSC-SPV and nominated States. The PMSC shall have oversight and monitoring functions and shall provide guidance for the smooth operation of the project. The Committee would review progress and initiate suitable timely advisory/instructions to States. The structure and terms of reference may be defined on mutual agreement with all the parties
- 5.13. The Second Party will be free to enter into subsidiary MoUs with State Government and UTs for creation of digital panchayats. However, the clause of this MoUs shall not be diluted by the subsidiary MoU entered by the SECOND PARTY. **The indicative roles of State Government and Gram Panchayats may be seen in Annexure I and II**

6. ROLE OF CSC-SPV

Following is the role of CSC SPV during the validity of this MoU

- 6.1. To establish, manage and maintain CSCs collocated in Gram Panchayat Bhavans in all States for delivery of services.


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- 6.2. To avail, manage and maintain technical and non-technical manpower required for the project in each state for managing the CSCs.
- 6.3. Execute subsidiary MoUs with State Government as per their specific requirements, rules & regulations.
- 6.4. To integrate and update online platform for CSC services, MoPR application and State level services.
- 6.5. To complete data entry work through CSCs established in Gram Panchayat for Panchayat Enterprise Suite (MoPR applications) and State specific applications.
- 6.6. To automate and digitize day to day work at Gram Panchayats, engaging e-Panchayat application, other central Ministries Applications, and/ or State specific applications
- 6.7. To conduct survey and information dissemination through CSCs.
- 6.8. To create awareness about various schemes and programs of MoPR.
- 6.9. To support MoPR in advertising various schemes & services through banners at CSC workshops and other awareness campaigns including CSC Newsletters, enrolment process of beneficiaries.
- 6.10. To support in designing marketing collaterals to help VLEs in understanding the vision of MoPR.
- 6.11. Impart basic computer/Digital literacy trainings and subject specific trainings to Panchayat level functionaries. Training contents of State Specific training to be determined by CSC in consent with State Governments
- 6.12. CSC shall act as point of contact for integration, implementation and delivery of services from other Ministries, Departments of the Government or sources wherever applicable and directed by State/government.
- 6.13. CSC SPV shall be responsible for overall project management, monitoring and coordination with MoPR, state government, other ministries and Gram panchayats.
- 6.14. Manage and maintain IT tools for effective monitoring and management of project across the participating states.
- 6.15. CSC SPV shall depute dedicated team at State for effective planning and coordination of this project across the states.
- 6.16. MoPR will provide training on PES to the CSC-SPV Master trainers. CSV SPV will be responsible for providing training to the VLEs

- 6.17. After co-location of CSC in Gram Panchayat Bhawan, CSC-SPV shall manage VLEs and shall ensure the continuity of services.
- 6.18. Effectively manage and maintain transparency in the fund utilization for the project and payments to the project teams.

7. ROLE OF MoPR

The MoPR will have following role: -

- 7.1. Support integration of CSC platform with various MoPR applications for assisted services to be provided through Common Service Centers across India.
- 7.2. Issues advisory/instructions to State Government to enable them for implementation of Project
- 7.3. Engage in improvement of services through dialog with other ministries and departments wherever feasible and possible.
- 7.4. Nominate a Nodal officer who shall be over-all in-charge of the project to monitor and review progress of this project with the States
- 7.5. Issue advisories on fund utilization for States to take up CSC Center project in their respective PRIs, in consonance with the guidelines of the extant Central Finance Commission However, the payment per Panchayat per month shall be as mutually agreed at individual state level.
- 7.6. Constitution of Project Monitoring and Steering Committee (PMSC) comprising of officials from MoPR, CSC-SPV and nominated States. The PMSC shall have oversight and monitoring functions and shall provide guidance for the smooth operation of the project. The Committee would review progress and initiate suitable timely advisory/instructions to the States/UTs. The structure and terms of reference may be defined on mutual agreement with all the parties
- 7.7. MoPR will provide training on PES to the CSC-SPV Master trainers. CSV SPV will be responsible for providing training to the VLEs


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8. TECHNICAL INTEGRATION

Concerned parties agree to the following:

8.1. Responsibility of CSC-SPV

- 8.1.1. CSC-SPV will provide necessary document to MoPR/States for integration with online digital seva portal.
- 8.1.2. CSC-SPV will integrate CSC connect (VLE authentication system) and for the online data entry and digitization service implementation.
- 8.1.3. CSC-SPV team will help resolving all issues arising during the uptime of the integration service.
- 8.1.4. CSC-SPV shall provide an integrated online system for management and monitoring of resources across the states.
- 8.1.5. CSC SPV shall be responsible for attending and resolving issues/disputes arising out of integration of CSC services for other ministries/Departments
- 8.1.6. CSC shall provide data analysis services to MoPR, states for effective utilization of data across the states.

8.2. Responsibility of MoPR

- 8.2.1. MoPR will provide all necessary technical support for integrating of PES application with existing online application
- 8.2.2. MoPR will provide necessary help in finalizing formats in which the reports would be needed from State.

9. FUNDING/ COST

MoU does not entail any financial commitments from Government of India, and any costs would be borne by the respective State Governments through the various Central/ State government grants/ schemes and/ or any other viable funding sources available to them.

10. CONFIDENTIALITY

- 10.1. 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.

- 10.2. Each party shall take all reasonable precautions to safeguard their digital signatures, passwords and follow information security practices. CSC SPV shall sensitize all the users regarding the information security practices during the training sessions and during the delivery of data services to the Panchayats
- 10.3. Each Party will treat as confidential all confidential Information of the other party and shall not disclose such confidential Information to any third party without prior written consent of the other party.
- 10.4. Each party will promptly notify the other party of the actual or suspected misuse or unauthorized disclosure of the other party's confidential information.
- 10.5. 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.
- 10.6. 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: -

10.6.1 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.

10.6.2 Was known to the receiving Party through no breach of any other confidentiality MoU at the time disclosure, as evidenced by

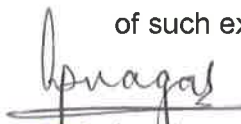
10.6.3 The receiving party/ documents in existence at the time of disclosure.

10.6.4 Was independently developed by the receiving party as evidenced by the receiving parties file/documents in existences at the time of disclosure.

10.6.5 Is disclosed by the disclosing party to any third party without confidentiality obligations similar to those contained in this MoU; or

10.6.6 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.

10.6.7 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.


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11. LIMITATION OF LIABILITY

Neither party shall be liable to other party in contract to 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: -

- 11.1. Of direct, indirect, special, or consequential nature; or
- 11.2. Any loss of turnover, profits, contracts, business opportunity will; or
- 11.3. In respect of lost, incorrect, or spoiled data.

12. INDEMNITY

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.

13. REPORTS

CSC-SPV shall prepare and provide transactional and operations reports periodically to MoPR, which may be specific to a services, geographic region or consolidated in a format specified by the MoPR. 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.

14. NON – BINDING

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 exists 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.

14.1. NOTICES

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.

15. RELATIONSHIP BETWEEN THE PARTIES

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.

16. MODIFICATIONS

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

17. SEVERABILITY

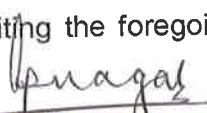
If any of the provisions of this MoU are declared to be invalid, such provisions shall be severed from this MoU and the other provisions hereof shall remain in full force and effect.

18. DISPUTE RESOLUTION

Since both the parties agree to work for empowerment, enablement and accountability of PRIs to ensure inclusive development with social justice, and efficient delivery of services, therefore, in case of dispute, the same will be settled mutually without taking any legal help, MoPR shall initiate the dispute settlement.

19. FORCE MAJEURE

Notwithstanding any provision contained in this agreement, neither party shall be liable to the other to the extent fulfillment 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 municipalities action, statute, ordinance, or regulation or without limiting the foregoing, any other cause not within its control and which by the


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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.

<p align="center">CSC e-Governance Services India Limited</p>	<p align="center">Ministry Of Panchayati Raj , Govt. Of India</p>
	
<p>NAME: Dr. Dinesh Kumar Tyagi DESIGNATION: CEO(CSC-SPV)</p>	<p>NAME: Sh.Alok.P. Nagar DESIGNATION: Joint Secretary (MoPR)</p>
	
<p align="center">WITNESS</p>	<p align="center">WITNESS</p>

Date: 21st August, 2019.

1. Indicative Role of State Government

State governments will have following role

- 1.1. Ensure and avail CSC center co-location in each gram panchayat with help of government officials at all PRI levels.
- 1.2. Identify and involve as much as possible services that can be delivered through CSC centers across the state in dialog with other line departments.
- 1.3. Facilitate funds allocation from Finance commission or any other available funds in State for payments of service charges to CSC.
- 1.4. Mobilization and sensitization of government officials and citizens to access services through established CSC centers
- 1.5. Monitor and review project at regular intervals so to ensure that services are delivered and provided to Gram Panchayat users
- 1.6. Provide efficient reconciliation and settlement mechanisms in CSC SPV
- 1.7. Provide periodic progress reports to MoPR as per requirements
- 1.8. Formulate and establish specific report formats, Dashboards and MIS with CSC SPV
- 1.9. State government should help in resolving issues arising during implementation of the CSC project
- 1.10. Nominate a Nodal officer to address technical support for integration and implementation of services to CSC Platform/MoPR applications
- 1.11. Involve in Project staffing requirements as part of state level MoU
- 1.12. Verify and approve project management structure and reporting for the project at state level
- 1.13. Formulate detailed service level delivery agreement with CSC and manage addendums to it wherever and whenever required
- 1.14. Setup targets and goals for each quarter in order to efficiently utilize the CSC center bandwidth at each Gram Panchayat level

2. Indicative Role of Gram Panchayats

Gram Panchayat will have following role

- 2.1. Gram panchayats shall identify adequate space for CSC center in the Gram Panchayat bhavan
- 2.2. Gram Panchayat shall avail the Power supply, internet connectivity and Hardware required for the CSC center to effectively execute the activities
- 2.3. Provide necessary records and information for the digitization and delivery of services to Gram Panchayat citizens as per guidelines
- 2.4. Contribute in enhancing the services at Gram Panchayat level by identifying the need of digitization at Gram Panchayat level
- 2.5. Utilize VLE bandwidth effectively and involve them for delivery of services and digitization.

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

**PANCHAYAT AND RURAL DEVELOPMENT DEPARTMENT,
GOVERNMENT OF <State Name>**

(Hereafter referred to as **P&RD** in this MOU)

AND

CSC E-GOVERNANCE SERVICES INDIA LIMITED

(Hereafter referred to as **CSC - SPV** in this MOU)

**MOU for Services offered by CSC-SPV through Gram Panchayat
CSC Centres of Panchayat & Rural Development Department,
Government of < State name >.**

This **Memorandum of Understanding (“MoU”)** entered into on the _____ day of the month of _____ in the Year 2019 (“Effective Date”).

BETWEEN

CSC e-Governance Services India Limited is a Special Purpose Vehicle (CSC-SPV), a Company incorporated under the Companies Act, 1956 and promoted by the Ministry of Electronics and Information Technology (MeitY), Government of India to operationalize, rollout & monitor the implementation of Common Service Centers Scheme, having its registered Office at Electronics Niketan, 3rd Floor, MeitY, 6, CGO Complex, Lodhi Road, New Delhi-110003. (Here in after referred to as “**CSC-SPV**”), through its Chief Executive Officer 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 First Part**

AND

Governor of the State of <State name> exercising executive powers of State of <State name> through Panchayat & Rural Development Department, <State name and address> <State Name> – <PinCode> (hereinafter referred to as "P&RD") which terms or expression unless repugnant to the subject or context shall mean and include its successor in office and assigns, **of the Second Part.**

The entities mentioned above shall hereinafter be collectively referred to, as the “Parties” and shall unless repugnant to the context or meanings thereof be deemed to include their successors and permitted assigns.

Each party represents that it has full power and authority to enter into and perform this MOU and the person signing this MOU on behalf of each party is properly authorized and empowered to sign it.

WHERE AS P&RD, Government of <State Name>, has been conferred with the power to give directives to Panchayat Raj Institutions (PRIS) in state of < State Name > for implementation of all development schemes regarding welfare of the citizen, and

WHEREAS CSC-SPV has been incorporated by Ministry of Information Technology Government of India to enable a range of services to support the network of Common Services Centers (CSCs) through internet enabled rural service delivery points established for operation of CSCs and for aggregating content and offering relevant services viz., Government to Government (G2G), Government to Citizen (G2C), Business to Citizen (B2C), Business to Business (B2B) and other services to rural citizens; and,

WHEREAS the CSC India Online Portal is the National Portal to support the CSC 2.0 Scheme stakeholders including Ministry of Electronics & Information Technology (MeITY), Village Level Entrepreneur (VLEs) and various Service Providers which is managed by the CSC-SPV, and

Whereas CSC-SPV is mandated to facilitate provision of various G2C, B2C and B2B services, and therefore, CSC-SPV being best suited to function as a project management & Monitoring Agency for Government of < State Name> to conceive, rollout, implement & monitor the Common Service Centers(CSCs) project for Rural area in the state of < State Name> this MOU being signed.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. **Computer Hardware**: means the physical components of a computer system including Monitor, Mouse, Keyboard, Central Processing Unit (CPU), Printer and Scanner.
- 1.2. **Confidential Information** : "Confidential Information" shall mean all information that is specifically classified as confidential or such information received from other individuals and entities that either Party is obligated to treat as confidential or which by the nature of its disclosure shall be deemed to be confidential including without limitation products or services, product schematics or drawings, marketing data, fee schedules,

information technology systems and programs, projections, compilations, descriptive material, specifications, reports, analyses sales and customer information, customer records, databases customer contracts (including letters of MOU or intent, memorandum of understanding, master service MOUs and letters of engagement entered into with customers), financial information, information relating to personnel, business policies or practices, IPR including proprietary methodologies, processes, **digital signatures**, business or management methods tools, techniques, templates, methods, forecasts, trade secrets, know-how, company strategy but does not include any information that was within the domain of either Party prior to rendering of the Services or that were procured from a source other than from either Party or which is required to be disclosed by virtue of law or any instrument that has the force of law.

- 1.3. **Effective date:** means the date on which this MOU is signed by the parties to the MOU.
- 1.4. **G2G:** Means Government to Government Services, which includes government data digitization and various data entry work for government department to be provided through CSC Centers.
- 1.5. **G2C:** Means Government to Citizen Services to be provided to citizens through CSC Centres.
- 1.6. **B2C:** Business to Citizen means business related services to be provided to citizens through CSC Centers
- 1.7. **B2B:** means the Business to Business services through CSC Centers
- 1.8. **CSC:** Common Service Center. CSC is IT enabled front end service delivery points at the village level for delivery of G2G, G2C, B2C and B2B services.
- 1.9. **GP:** Gram Panchayat, they are local self-governance at the village level in < State Name >
- 1.10. **MIS:** Management Information System. The report structure which helps user and management level to view and evaluate the data as per defined terms.
- 1.11. **PRI:** Panchayati Raj Institution, Panchayati Raj is a system of governance in which Gram Panchayats are the basic units of administration. It has 3 levels: Gram Panchayat, Block Panchayat and Zillah Panchayat.

- 1.12. **SPV:** Special Purpose Vehicle: As per the CSC Scheme policy, a Special Purpose Vehicle (SPV) has been formed, so that the Government can progressively migrate to an e-Governance platform and enable services through the CSC network. The CSC-SPV which is named as “CSC e-Governance Services India Ltd” has been incorporated under the Companies Act 1956 on 16th July 2009.
- 1.13. **VLE-Village Level Entrepreneur** means as independent self-employed entrepreneur with prescribed qualification & experience chosen through a selection process by the CSC-SPV to manage the functions & activities of CSC in the panchayat area which is assigned.
- 1.1. **MoPR:** Ministry of Panchayati Raj, Government of India
- 1.2. **P&RD:** Panchayati Raj & Rural department of the State of <State Name>.

2. TERMS

The following are the terms of this MoU:

- 2.1. This MoU shall come into force on the Effective Date and will be valid for a period of <.....>. years from the effective Date.
- 2.2. This MoU may be terminated by either Party by giving 30 days written notice to the other party.
- 2.3. This MoU may be further renewed, as mutually agreed in writing by both the Parties.
- 2.4. The legal nature of the MOU shall be agreed to by all parties on the scope of the MOU.
- 2.5. MoU between CSC-SPV and P&RD shall remain the same. This MOU is not a part/ Extension/ Addendum of any other MOU/ contract.
- 2.6. **Any VLE designated by CSC-SPV shall in no case and circumstances be conferred any status or vested right in the P&RD and shall not be entitled to continue beyond the date of termination of service MOU with him/her nor would confer any vested right to seek any employment in any of the office of the Government department &/or under CSC-SPV.**
- 2.7. VLE shall fulfill all the terms and conditions for CSCs as prescribed by the P&RD department from time to time. VLE shall be registered as per CSC scheme and monitored by CSC-SPV.

3. SCOPE OF THE MOU

The purpose of the MOU is to co-locate CSC in Gram Panchayat Bhawan and utilization its services and to define the conditions under which Parties shall collaborate in the MOU for the following objective:

- 3.1. P&RD shall ensure setup/collocation of the CSC in Gram Panchayat Bhavans /premises.
- 3.2. Regular updating of MoPR applications, State applications and generate required MIS and reports.
- 3.3. Regular updating of data of any other schemes and programs of Government/State through CSC Centers.
- 3.4. Maintain GP records in digital form and monitor updates on regular basis through centralized MIS system for Panchayat level, Block level, ZP level, State Level and Central MoPR level.
- 3.5. Support in conducting surveys as decided mutually by the State and CSC-SPV at Gram Panchayat level including the impact assessment surveys.
- 3.6. Advocate and generate awareness on Government/State schemes to citizens at Gram Panchayat level.
- 3.7. VLEs of CSC shall impart digital literacy and sector specific trainings, to the Elected Representatives of Panchayats.
- 3.8. Maintain and manage the available hardware, network etc. to maintain continuity of CSCs
- 3.9. CSC shall act as a platform to States/PRIs for creating digital automation and standardize the day to day activities.
- 3.10. Mobilization and sensitization of government officials and citizens to access services through established CSC centers
- 3.11. Facilitate & support the monitoring mechanism, manpower decided by the parties under the project
- 3.12. Provide efficient reconciliation and settlement mechanisms in CSC-SPV
- 3.13. Provide periodic progress reports as per requirements
- 3.14. Formulate and establish specific report and formats with CSC-SPV
- 3.15. P&RD help in resolving issues arising during implementation of the CSC project
- 3.16. Any other activity mutually agreed between the parties

4. Roles and Responsibilities of CSC-SPV

- 4.1. Successful implementation of G2G services through CSCs, acting as single point of contact for P&RD.
- 4.2. To integrate and update online platform for CSC services, MoPR application, State level services and any other department services
- 4.3. To complete data entry work through CSCs established in Gram Panchayat for Panchayat Enterprise Suite (MoPR applications) and State specific applications.
- 4.4. To automate and digitize day to day work at Gram Panchayats, engaging e-Panchayat application, other central Ministries Applications, and/ or State specific applications
- 4.5. Ensure implementation of e-panchayat MMP and all its PES (Panchayat Enterprise Suite) and other MIS handled under P&RD Department.
- 4.6. Ensure the quality of data entered for all G2G, G2C and other services.
- 4.7. P&RD shall able to use online platform provided by CSC-SPV to monitor VLEs.
- 4.8. Generate awareness among the local community to avail various G2C, B2C & financial inclusion Services (as per agreement with State Government) *.
- 4.9. To conduct survey and information dissemination through CSCs.
- 4.10. To create awareness about various central/State schemes and programs of MoPR/ State Government.
- 4.11. To support MoPR/State in advertising various schemes & services through banners at CSC workshops and other awareness campaigns including CSC Newsletters, enrolment process of beneficiaries.
- 4.12. To support/help in designing marketing collaterals to help VLEs in understanding the vision of MoPR.
- 4.13. Impart basic computer/Digital literacy trainings and subject specific trainings to Panchayat level functionaries. Training contents of State Specific training to be determined by CSC with consent of State Government

* As may be decided and mutually agreed between respective State Government and CSC-SPV

4.14. MoPR/P&RD shall provide training on PES/State specific application respectively to the CSC-SPV Master trainers. CSV-SPV will be responsible for providing training to the VLEs

4.15. CSC-SPV shall provide State level Support Center Facility for all CSC-SPV services. (The support facility may expand as per the requirement of P&RD)*.

4.15.1. Identify and appoint VLE as per CSC SPV's policy, subject to the following **(as agreed by the parties in meeting dated <Date> that:**

VLEs shall be appointed by CSC SPV, giving priority to the local persons available at the respective Panchayats, so as to generate employment in the Gram Panchayat. For additional requirement of functionaries to assist VLE only the local person shall be trained and employed.

4.16. To ensure that VLE contact information is updated with the P&RD at all time.

4.17. To submit progress reports to the P&RD as per requirement.

4.18. To ensure that ICT infrastructure provided is installed and remains operational.

4.19. Map respective VLE with Gram Panchayat.

4.20. CSC-SPV shall provide required consumables for project to VLE.

4.21. CSC-SPV shall arrange technical manpower to maintain the system.

4.22. CSC-SPV agrees that the P&RD Authority/Officers are free to inspect the working of the VLEs.

4.23. CSC-SPV shall strictly abide by the performance standards laid down by the P&RD.

4.24. CSC-SPV shall manage VLEs and shall ensure the continuity of services.

4.24.1. CSC-SPV shall ensure smooth operationalization of CSC with alternative arrangements in case of any termination/removal/replacement of VLEs

4.24.2. CSC-SPV shall instruct and ensure VLE, not to hamper routine activities assigned to it under the project.

4.24.3. Ensure that VLE are properly trained to handle their responsibilities, particularly aspects like MoPR/State Government applications,

* As may be decided and mutually agreed between respective State Government and CSC-SPV

soliciting customer, hours of calling, privacy of customer information and informing the correct terms and conditions of the products offered, etc.

- 4.25. Under directions from CSC-SPV, the VLE shall make Data entry in software applications of MoPR/P& R.D. department and any other application (including Central as well as State applications) as and when required and instructed by P&RD.
- 4.26. CSC shall act as point of contact for integration, implementation and delivery of services from other Ministries, Departments of the Government or sources wherever applicable and mutually agreed with State Government*.
- 4.27. Escalate the issue to the next level, if VLE does not receive the data from the officials of the P&RD& other Government Department.
- 4.28. Procuring & Providing Consumables & other logistics support for the projects.*
- 4.29. CSC-SPV shall be responsible for overall Project management, monitoring and coordination with MoPR, state government, other ministries and Gram panchayat
 - 4.29.1. CSC-SPV shall provide implementation support, Management support, software support, Monitoring and Evaluation of the CSC 2.0 Project at every stage. Timely imparting of Training, capacity Building, Consumable Supply, ensuring over charging is not done by VLEs, Selection of VLEs, replacements & timely repair of printer, rolling out of services, resolving VLE concerns, rectifying technological glitches , publicity of the Project, will be the areas where CSC-SPV shall have to play a skillful , proactive role.
- 4.30. CSC-SPV while dealing with State/Central Governments & their various agencies shall keep P&RD abreast of all the pre & post developments (through a mutually agreed mechanism including written information sharing, periodical meetings etc)*.
- 4.31. CSC-SPV shall deal with all the legal, managerial, administrative & such related issues arising out of the Project, during project life-cycle with respect to Third Parties & shall keep P&RD indemnified of all the liabilities

* As may be decided and mutually agreed between respective State Government and CSC-SPV

emanating from project implementation even while dealing with Third Parties on behalf of or under the authorization conferred by P&RD.

5. Role of P&RD

- 5.1. Support in integration of CSC platform with various MoPR applications/State specific application for assisted services to be provided through Common Service Centers across India.
- 5.2. P&RD may instruct panchayat to cooperate and coordinate with CSC-SPV for successful implementation of the project.
- 5.3. Mobilization and sensitization of government officials and citizens to access services through established CSC centers
- 5.4. Monitor and review project at regular intervals so to ensure that services are delivered and provided to Gram Panchayat users. In case any shortcoming is found, they will be communicated to CSC-SPV for remedials and CSC- SPV shall ensure the compliance. The failure may be penalized as per Service level agreement as provided under clause 11 of this MoU.
- 5.5. Provide efficient reconciliation and settlement mechanisms with CSC-SPV
- 5.6. Provide periodic project progress reports to MoPR as per requirement.
- 5.7. Formulate and establish specific report formats, Dashboards and MIS with CSC-SPV.
- 5.8. P&RD should help in resolving issues arising during implementation of the CSC project.
- 5.9. Nominate a Nodal officer who shall be over-all in-charge of the project to monitor and review progress of this project.
- 5.10. As per decided terms/rules and regulation of State Government, the P&RD may provide space to CSC-SPV for support center/ Call center facility given for project at state level.
- 5.11. The State government shall provide funds in the nature of service charges to CSC-SPV as detailed in clause 10 of this MoU *.
- 5.12. P&RD shall mandate and authorize CSC-SPV to approach discuss & deal with the various <State Name> State department /Central Government &

* This would be in accordance with the terms & condition agreed upon by the CSC-SPV and P&RD. The determination of the sum to be so provided would take into account the quantum of services to be provided by the CSC-SPV and the facilities being made available by GP/ P&RD) *. The State /Panchayats can consider providing these funds under grants of Central/State as per their extant Finance Commission guidelines or any other funds available in the State.

their agencies to propagate, market, formulate, finalize, implement, execute & monitor the projects and services.

- 5.13. P&RD shall communicate to CSC-SPV all such opportunities where the former has initiated the dialogue for implementation of various services through CSCs at Gram panchayat
- 5.14. P&RD shall provide training on State specific application to the CSC-SPV Master trainers. CSV-SPV will be responsible for providing training to the VLEs

6. Roles and Responsibilities of Panchayat

- 6.1. Gram panchayats shall provide adequate space for CSC-SPV center in the Gram Panchayat bhavan and safety of the equipment/material of the CSC-SPV centres..
- 6.2. Gram Panchayat shall provide the Power supply, internet connectivity and hardware required, (**if available** with Gram Panchayat) for the CSC center to effectively execute the activities.
- 6.3. Provide necessary records and information for the digitization and delivery of services to Gram Panchayat citizens as per guidelines.
- 6.4. Contribute in enhancing the services at Gram Panchayat level by identifying the need of digitization at Gram Panchayat level.
- 6.5. Utilize VLE bandwidth effectively and involve them for delivery of services and digitalization.
- 6.6. The reporting from VLE shall be responsibility of Panchayat and updating to respective authority as specified by P&RD for evaluation of performance.
- 6.7. Support in monitoring and review of implementation of this project.
- 6.8. Panchayat shall be responsible for veracity of uploaded data in the applications and ensure the quality of the data entered for G2G services of all the department.
- 6.9. The Panchayat shall allocate one or more sectors/departments to each elected ward member, who will act as enabler /coordinator for that sector with CSC-SPV centre.

7. Role and Responsibilities of VLE.

- 7.1. VLE shall be the front end of Panchayat for online services delivered by CSC.
- 7.2. Escalate the issue to the next level, if VLE does not receive the data from the officials of the P&RD and other Government Department.
- 7.3. VLE shall report to Panchayat and CSC-SPV simultaneously from time to time.
- 7.4. VLE shall be responsible for business transaction targets given.
- 7.5. VLEs shall impart training on digital literacy, MoPR/State specific applications, sector specific trainings and updating /refresher training to the elected representatives of Panchayats.
- 7.6. The VLE shall not claim ownership or any right, title or interest in the premises allotted for CSC. The VLE shall not transfer/ part with or create any encumbrances over the said premises or on the office equipment.
- 7.7. VLE shall not indulge in any activity which shall directly or indirectly cause damage to the reputation, image, efficiency & functionality of CSC as a service delivery Centre for Villagers.
- 7.8. VLE shall understand that he/she is an entrepreneur earning his/her self - remuneration & not employee-employer relationship with CSC-SPV, Panchayat, P&RD or any other stake holders in the project.

8. Rolling out, Management and Operation of CSC 2.0 Centers in Rural < State Name> through CSC-SPV

8.1. Positioning of CSCs and VLEs

Taking into consideration need to provide services to the villagers even in the remotest of the areas and for better e-Governance, colocation of CSC in Gram panchayat Bhawan/ in various GPs as per directive of P&RD.

8.2. CSC establishment for G2G Services & Beyond

CSC may make use of already existing IT Infrastructure like electric connections, working computers, internet connectivity, scanner, voltage stabilizer, printers etc. **if available at the GP centers / infrastructures in GPs shall be made part of the CSC 2.0 Project.** (Wherever computer

hardware and other related items are not available, **CSC shall provide the hardware and other related items as per the agreement with State Government factoring in the cost implication accordingly.** A service level agreement may be defined by State with CSC regarding availability of hardware in Gram Panchayat)*.

8.3. Arrangement between CSC-SPV & VLE for G2G and Govt. sponsored free G2C services

Gram Panchayat CSC Centres provides e-governance services and help in digitization, **data entry, Updation of records, report generation under**

- i) Central & State Government development schemes & entitlement programmes,
- ii) all PES application under e-Panchayat,
- iii) state application,
- iv) Services specified by the GOI's PR department.,
- v) Free e-services to citizens & other Government sponsored free G2C services etc. which are exclusively generated by Government Departments and Undertakings for the citizens
- vi) And (any other services mutually agreed by the Parties) *.

No Service charge should be charged by VLEs in lieu of G2G services and data entry in MoPR & State Applications, these activities are covered in per month remuneration defined for the VLEs as per the funding/costing (agreement between State Government and CSC-SPV) *.

8.4. Paid G2C and B2C Services by CSCs

CSCs will also roll out paid/user charges based G2C and B2C Services as (per rules and regulation of State Government)*. No such business shall create any liability on the Gram Panchayats and shall not cost any direct/indirect cost to it.

8.5. Making CSCs economically viable through Gram Panchayat data entry & account keeping charges to VLEs for G2G Services.

VLEs shall be responsible for data entry and regular updating of G2G services, MoPR and State Specific Applications respectively. The fixed

* As may be decided and mutually agreed between respective State Government and CSC-SPV

remuneration of the VLEs for such services shall be <.....> per month (as per the mutual agreement between CSC and State Government)*.

8.6. Training & Capacity Building

8.6.1. As the Project is e-knowledge based, involving IT practices & processes, the VLE will have to be provided basic and periodical training which will be the responsibility of CSC-SPV. It will make appropriate quality training arrangements to impart training to their State, District & Block level staff engaged in the Project, for Project Management including Procurement, Implementation and monitoring. VLEs of CSC will impart training on digital literacy, MoPR/State specific applications, sector specific trainings and updating /refresher training to the elected representatives of Panchayats.

8.6.2. Capacity of the Panchayat staff and elected representatives, officials of the other departments as relevant to e- service delivery at grass route to sensitize them towards the need of the e-services will also be required. All other stake holders will have to be kept in loop to make Project ownership of everyone including community. This task will also be performed by CSC-SPV with the support of P&RDD.

8.6.3. The specific number of the trainings, their contents & duration shall be determined by the CSC-SPV in consultation with the P&RD.

8.7. Maintenance, Replacement of printer& Consumable Supply

8.7.1. CSC-SPV shall provide required maintenance/repair/ if required replacement of printer or its components. CSC-SPV will ensure the quality & uniformity of the consumable, especially printing ink and paper which are vital for smooth operations of the CSCs and would directly impinge upon the time and quality of delivery of the e-services.

8.7.2. CSC-SPV will supply required consumables (paper/cartridge/ink/etc) for the services mentioned in para 8.3. (However, the quantity, quality

* As may be decided and mutually agreed between respective State Government and CSC-SPV

and periodicity of this supply may be as per mutually agreement/terms between CSC and State Government) *.

8.7.3. The additional consumables required for paid G2G services will be provided by CSC as per their mutually agreed terms and conditions with State Government.

8.8. Project Staffing

8.8.1. **Project Staff** – As the project activities are spread over whole of the State & looking to the technical, administrative, managerial, social, political & host of other intricacies involved in roll out & operationalization of the Project on one hand and the geographical expanse of the State on the other, a continuous & concurrent handholding / support mechanism will have to be put in place. A call center at the state level managed by skilled & efficient manpower for timely resolution of the VLE queries, client interface to satisfy service user difficulties, State level & District level Project overseeing Managerial, Dispute Resolution machinery with adequate manpower will have to be put in place. Block level Hardware maintenance & repair support to the VLEs on demand with minimum reach out time, Software guidance & updating support mechanism, Training module preparation experts will have to be involved. Most of these activities will be required to be performed on a day to day continuous basis. CSC-SPV should have a multi-disciplinary, multi-tasking team headed by a senior manager at the State level, a supervisory techno-managerial resource at the district level & accounting, hardware maintenance & repair, software overseeing handholding resource/s as the contingency warrants at the Block level.

8.8.2. CSC – SPV shall be provided staffing cost of manpower as required at State / district / block level and call centre /Helpdesk including training & capacity building. (This will be as per the mutual agreement with State Government. The CSC-SPV and State Government will determine jointly the requirement of manpower at various levels) *.

* As may be decided and mutually agreed between respective State Government and CSC-SPV

8.9. Policy Support by P& RD

8.9.1. P&RD will ensure following Policy Support and their strict adherence by the concerned Government Agencies, for the Project to achieve the ultimate vision for this Mission of the State Government i.e., Prosperity through e-Governance'. The following policy support will be put in place by the P&RD through appropriate government instruments.

- i. For G2G & **G2C** Services of, for & by all the Government departments & other Govt./ Semi Govt. agencies that are routed through **CSC platform** under the Project at the Panchayat level, whenever feasible, a common policy shall be devised to encourage other departments/ agencies to utilize the CSC for delivery of their services at Gram panchayat
- ii. Instruction to Gram Panchayats for co-location of CSC at Gram Panchayat Bhawan. Ensure hardware, power supply and internet connectivity, if available with Gram Panchayat to VLEs selected by CSC-SPV. In case the requisite hardware and other related infrastructure is not available in Gram Panchayat, then CSC-SPV shall provide the same to VLE. GP shall also be directed to provide all the relevant record & documents at Gram Panchayat level to **VLEs and CSC-SPV** whenever needed to provide e-services & digitalization.
- iii. On time data formats & other requirements from Government departments & agencies to operationalize their G2G & G2C services at GP level including re-engineered MIS formats.
- iv. Adequate space in State data Center to store & protect data generated in the project on real time basis as per State agreement.
- v. Channel & mechanism of the fund flow to **CSC-SPV**.
- vi. Fixed charges to be paid to **VLE** per month for the duration of the project, Performance indicators for payment & on-line mechanism for release of fixed Compensation etc.
- vii. Training mechanism, contents, periodicity, duration etc., for VLEs & Project staff. Capacity Building mechanism & duration for the GP level functionaries.

viii. Decisions on any other policy issues as & when needed in the course of Project planning & implementation phases

9. Overall Costing for CSC 2.0 Project

As may be decided and mutually agreed between respective State Government and CSC-SPV

10. Financial Arrangements Between P&RD, CSC SPV and GP for various services provided through CSC Centre (other than G2G & Free G2C Services)

As may be decided and mutually agreed between respective State Government and CSC-SPV

11. Service Level Agreement (SLA)

As may be decided and mutually agreed between respective State Government and CSC-SPV

12. Project Monitoring

12.1. Services offered by CSC-SPV shall be executed under the guidance and control of the P&RD.

12.2. Monitoring Committee shall be constituted to evaluate and monitor project on continuous basis. The monitoring Committee shall be constituted by order of the State Government at the State and District level. At both levels the committees shall comprise representatives of PR, IT department & CSC-SPV. The chair of Committee would be the District Collector and the ACS/PS/Secretary (PR) at District and State level respective.

12.3. Monitoring Committee shall take periodic review of all the activities at CSC level and supervise the adherence to agreed SLA as defined in clause 11 of this MoU and will provide the necessary sign off.

12.4. District Monitoring Committee shall provide periodic updates about the project to State Monitoring Committee.

- 12.5. Cell established by CSC-SPV at state level shall work in close coordination with P&RD for smooth implementation of this project.
- 12.6. Project In charge /coordinator of CSC-SPV has to be present in the cell to provide all required information to P&RD.

13. Confidentiality

- 13.1. ALL parties shall to maintain the secrecy of all documents failing which the parties have liberty and resort to action as stipulated with MOU.
- 13.2. CSC-SPV is aware that all information disclosed to the VLE by the P&RD and all records, accounts, documents maintained by the CSC-SPV are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain secrecy and confidentiality of all the information and records, accounts in respect of the outsourced services in the same manner & degree of care as P&RD would ensure for its own confidential & sensitive information. CSC-SPV shall ensure that appropriate and suitable undertaking / MOUs are obtained and maintained from VLE to ensure compliance with confidentiality obligations of CSC-SPV.
- 13.3. CSC-SPV shall indemnify and shall keep the P&RD indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the P&RD may suffer or incur on account of breach of confidentiality obligations by CSC-SPV or its employees, agents, representatives, VLE
- 13.4. It is agreed between the parties that all the data and other information supplied to the CSC-SPV during the course of engagement is proprietary information owned by the P&RD shall not have any claim or right or ownership over such information.

14. Compliance with Laws by P&RD

- 14.1. CSC-SPV hereby agrees and declares that it shall be the sole responsibility of CSC-SPV to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by P&RD as envisaged under this MOU. CSC-SPV or their employees would not charge/levy any amount from VLE as consideration to start any facility at any outlet other than wallet.

14.2. P&RD hereby represents and warrants that it has full authority to enter into this MOU and render the services as envisaged under this MOU and necessary approvals have been obtained for entering into this MOU with the CSC-SPV. Further, the persons executing this MOU on behalf of the P&RD have full authority and power to execute this MOU and bind P&RD.

15. General Indemnity

- 15.1. CSC-SPV shall indemnify and keep indemnified P&RD and Panchayat against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the P&RD may suffer or incur on account of any deficiency in services rendered by CSC-SPV and VLE or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors or its VLE.
- 15.2. CSC-SPV shall indemnify and keep indemnified P&RD against all claims limited to actions, loss, damages, costs, including legal expenses which P&RD and stake holders may suffer or incur on account of any software related issues.
- 15.3. CSC-SPV undertake to indemnify and keep indemnified P&RD from or against all loses, damages of body injury death to any third party or damage to the premises to the tangible property of PRI or any third party due to performance or non-performance by the VLE, its representative and agent.
- 15.4. CSC-SPV shall indemnify and keep indemnified P&RD/ PRIs against all claims compensations, settlement, and claim by the VLE.

16. Terms & Termination of MOU

- 16.1. The MOU shall be valid for a period of <.....> years and will be renewed for further period from the date of expiry on the terms and conditions as may be mutually agreed between P&RD and CSC-SPV.
- 16.2. Either party shall have right to terminate the MOU by giving three (3) month's prior notice in writing to the other party. In the event of the termination of the MOU by the P&RD all panchayat records, information

including documents, movable and immovable assets etc. shall be returned to the respective Parties.

17. Termination of MOU by P&RD

- 17.1. If the performance of CSC-SPV is not satisfactory, P&RD shall issue notice to improve their service standards but even after three reminders if the services offered by CSC-SPV are found unsatisfactory, P&RD may issue notice of termination.
- 17.2. Termination of MOU with CSC-SPV: The P&RD has right to terminate MOU with CSC-SPV if support function completely fails due to failure to perform the obligations or responsibilities as mentioned under the MOU.

18. Governing Laws & Jurisdiction

- 18.1. The MOU shall be governed and construed in accordance with the Laws of the Republic of India.
- 18.2. A monitoring Committee constituted by order of the State Government at the State and District level for redressal of issues arising out of implementation. Disputes between parties within District shall be decided off by the District level committee. The State level Monitoring Committee shall have the appellate jurisdiction as well as those disputes involving parties between different districts. At both levels the committees shall comprise representatives of PR, IT department & CSC-SPV. The chair of committee would be the district collector and the ACS/PS/Secretary(PR) at respective levels.
- 18.3. In case of any persistent dispute arising out of the present project including any of the or part of the clauses of the present MOU or interpretation of any of the part of the present MOU or any other dispute concerned with the CSC-SPV Services project, sole arbitrator shall be appointed with mutual consent, and shall function as per the provision of the arbitration and conciliation ACT 1999.

19. **Force Majeure**

The Parties shall not be liable for any failure to perform any of its obligations under this MOU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

“Force Majeure Event” means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

20. **Notices:**

Any notice, invoice, approval, advice, report or any other communication required to be given under this MOU shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered e-mail by competent authority, or facsimile to the relevant address sent forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by email or facsimile) or fifteen (15) clear days after posting (if the addressee is outside the country of posting).

21. **Miscellaneous**

21.1. Any provision of this MOU may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

- 21.2. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 21.3. Unless otherwise provided herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post or courier or facsimile.
- 21.4. Neither this MOU nor any provision hereof is intended to confer upon any person/s other than the Parties to this MOU any rights or remedies hereunder.
- 21.5. In case of any change in applicable laws in India that has an effect on the terms of this MOU, the parties agree that the MOU shall be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.
- 21.6. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation thereof.
- 21.7. This MOU shall not be construed as joint venture. Each party shall be responsible for all its obligations towards its respective employees. No employee of either party of any of the two parties shall claim to be employee of other party.
- 21.8. Effective Date and Duration of the MOU:

This MOU shall be effective from the date <Date>it is signed by the parties hereto. **The duration of the MOU shall be a period of <.....> years from the effective date**, further for the period of renewal.

IN WITNESS WHERE OF all the parties have hereunto set and subscribed their hands and seals, the ____day of <Date> hereinabove mentioned.

Signed for CSC-SPV by its authorized representatives in the presence of:

Signature

<Representative>

Name of Authorized Representative

<Date>

Signature of Witness

Name of Witness

Signed for P&RD by its authorized representatives in the presence of:

Signature

Mr.

Name of Authorized
Representative

<Date>

Signature of Witness

Name of Witness