

## Memorandum Of Understanding For The Installation And Usage Of The National Informatics Centre Computer Facilities

THIS MEMORANDUM OF UNDERSTANDING (MOU) MADE BETWEEN THE PRESIDENT OF INDIA REPRESENTED BY THE DEPARTMENT OF ELECTRONICS, CCI WING, NATIONAL INFORMATICS CENTRE HEREIN AFTER REFERRED TO AS "NIC" (WHICH EXPRESSION SHALL UNLESS EXCLUDED BY OR REPUGNANT TO THE CONTEXT BE DEEMED TO INCLUDE HIS SUCCESSOR IN OFFICE OR ASSIGN) OF THE ONE PART AND THE GOVERNOR OF Uttar Pradesh REPRESENTED BY Chief Secretary Uttar Pradesh HEREIN AFTER REFERRED TO AS "STATE" (WHICH EXPRESSION SHALL UNLESS EXCLUDED BY OR REPUGNANT TO THE CONTEXT BE DEEMED TO INCLUDE HIS SUCCESSOR IN OFFICE OR ASSIGN) OF THE OTHER PART.

IT IS HEREBY AGREED AND DECLARED THAT FOR THE SETTING UP OF THE COMPUTER FACILITIES OF NIC AT THE STATE CAPITAL AND DISTRICTS, THE FOLLOWING SHALL BE RESPONSIBILITIES AND RIGHTS OF NIC AND STATE.

### (A) Responsibilities and Rights of NIC

1. NIC will purchase, instal, operate and maintain the computer facility.
2. NIC will bear all the expenditure for site preparation (including electrical and civil work) and air conditioning equipment towards the establishment of the Computer facility at the STATE/District Centres.
3. NIC will provide magnetic tapes and floppies required for storing data at the NIC Centres and all computer services including system analysis and software development for STATE and Central Government Departments. However, subsidized charges for computer consumables utilized by the user will be charged to the STATE/user.
4. The computer equipment installed by NIC will be the sole property of NIC and NIC reserves the right to remove, augment or replace the equipment.
5. Augmentation/modification of Computer facility will be decided by NIC on the recommendation of NIC — STATE Coordination Committee (NSCC) (set up as per clause 22 of this MOU) which will evaluate the appropriateness of projected computer applications, budget availability, inter-sectoral priority, associated needs etc.
6. NIC will manage the STATE and District Computer Centres.
7. The appropriateness of a computer application from STATE will be determined by the NSCC keeping in view the priorities, resource availability at STATE Centre and guidelines to be issued by NIC from time to time.

8. The availability of hardware and specialist services at the STATE and District Centres will be scheduled by the NIC on the recommendation of NSCC but keeping in view the overall standardization applicable to all States and the resource position of NIC.
9. NIC will ensure information security in its network to the extent possible as recommended by the NSCC but keeping in view the overall security standards applicable to all States to be recommended by the NIC Advisory Committee on Information Security from time to time.
10. NIC will not process on its network any defence/police and related problems/information and does not take responsibility of any kind including secrecy for any unauthorised use of the NIC terminal for defence/police and related problems/information.
11. For efficient hardware utilisation, NIC reserves the right to allow the use of the terminal in the STATE's premises to any other quasi-Governmental or autonomous Governmental organisation in the STATE. However, the STATE in whose premises the terminal is set up, will be treated as the preferential user. The preferential user will be given the first priority for the use of the terminal. When the terminal functions to the full capacity on a three shift basis, jobs or users other than the preferential user will be phased out so as to make way for the expansion of computerization of the preferential user.
12. If a terminal system is out of order, NIC will endeavour to make arrangement, to the extent technically feasible, for processing the user programmes on an alternate system within the NIC network.
13. NIC will respect information proprietary to various STATE departments and will provide all mutually agreed safeguards which are feasible within the ambit of technical and resources constraint.
14. Training of essential State Government personnel on computer usage and applications will be arranged by NIC free of charge. Training will be arranged at the NIC Regional/State/District computer centre as far as possible. TA/DA of the trainees, if any, will be borne by the STATE.
15. Problems which require excessive computer time or voluminous data which can not be handled by the STATE Centre will have to be taken up at NIC Regional Centre/HQ as per agreed schedules.
16. The priority of installation of terminals at various Departments/Organisations under the STATE Government will be on the basis of assessment made by the NSCC.
17. If the circumstances warrant a discontinuance of the NIC facilities by the STATE or NIC decides to discontinue its services, all the equipment of NIC at the user location will be taken back by NIC. The final decision on this will be jointly taken by NIC and STATE. The decision to discontinue the services of NIC would be implemented from a date mutually agreed upon.



Without prejudice to the above, NIC shall have absolute and unqualified and unconditional authority to discontinue the services of NIC at the District Centres or STATE Centre by giving a notice of 6 months without paying compensation to the user.

18. On all aspects where the above articles of understanding are silent, or for special cases of deviation from these articles, the decision mutually agreed upon between NIC and STATE will be final. However, in case of any dispute relating to or arising out of MOU, such dispute shall be resolved amicably by mutual consultations. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to the arbitration of a Sole Arbitrator to be appointed by Secretary, Department of Legal Affairs, Government of India. The Arbitration Act of 1940(10 of 1940) and Rules framed thereunder, as amended from time to time, shall not be applicable to such arbitration proceedings under this clause.

(B). Responsibilities and Rights of the STATE

19. STATE will provide necessary accommodation of not less than 3000 Sq. Ft. in the Secretariat building or in a conveniently situated building of the STATE Government at STATE capital and of not less than 400 Sq. Ft. at District Headquarters for setting up of the computer facilities at the STATE and District Centres.
20. STATE shall bear all expenditure for the site preparation (including electrical and civil work) and airconditioning equipment towards the establishment of computer terminal facility at the premises of User departments.
21. STATE will bear the running expenditure towards the electrical power, water supply, and maintenance of the computer centre buildings.
22. A NIC—STATE Coordination Committee (NSCC) consisting of representatives of STATE and NIC will be set up by STATE in consultation with NIC for the effective implementation of the programme. Chairman of NSCC will be from the STATE and Member Secretary will be from NIC.
23. STATE shall provide adequate arrangements for the physical safety of the STATE and District Computer Centres from theft, fire, illegal entry of persons as well as other security measures as per recommendations issued from time to time by the Ministry of Home Affairs and NIC. STATE will indemnify NIC in case of theft, fire or any loss due to slackness of security measures. STATE agrees to provide physical security measures when the Computer Centre is operational on a two or three shift basis.
24. STATE will run on the computer only the STATE's own programs and jobs. Any outside programs and jobs sought to be run by STATE will require prior approval of NIC. All jobs of STATE have to be duly certified by the competent authority of STATE department.


25. STATE indemnifies NIC from any unauthorised use of the NIC terminal or from the processing of unlawful or illegal information by STATE or the use of the terminal by STATE for unlawful/illegal purposes. STATE shall not also use the computer facility for prohibited purposes such as those mentioned in clause 10 of Section A above
26. It is mandatory to supply abstract data in the subject area of the STATE to the Central pool of data bank of NIC as decided by the NSCC. This contribution from STATE is guided by the need to develop a National Computerized Information System on the NIC Computer Network (NICNET).
27. STATE shall not tamper with the NIC equipment installed at the STATE and District centres.
28. In the event of damage to the NIC equipment due to negligence on the part of STATE, if established, the cost of repairs or replacements, will be borne by STATE. Decision of NIC will be final in this regard.
29. Collection of data, its entry/preparation and validation will be entirely the responsibility of the STATE. This has to be in conformity with information standardization and compatibility as per guidelines issued by NIC from time to time.

(C). Effective Date of MOU

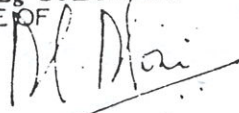
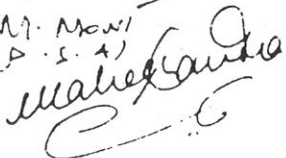
This MOU shall be effective when executed by or on behalf of both the Parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN DUPLICATE ON THE DAY AND THE YEAR HEREIN AFTER INDICATED.

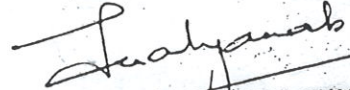
FOR AND ON BEHALF OF THE  
PRESIDENT OF INDIA

Signature:   
Name: **DR. N. S. MAHANT**  
Designation: **महा निदेशक**  
**Director General**  
**राष्ट्रीय सूचना-विज्ञान केन्द्र**  
**National Informatics Centre**  
Date: **5/5/88 योजना आयोग**



**Planning Commission**  
IN THE PRESENCE OF

1. Signature   
Name **M. Mohi**  
**(P. S. A.)**  
2. Signature   
Name **MAHESH CHANDRA.**

FOR AND ON BEHALF OF THE  
GOVERNOR OF

Signature:   
Name: **J. A. KALYANAKRISHNAN**  
Designation: **Chief Secretary, U.P.**  
Date:

IN THE PRESENCE OF

1. Signature   
Name **S. J. P.**  
2. Signature   
Name **(Pramod Deepak Sudhakar)**  
**Special Secretary, Planning,**  
**Uttar Pradesh Government**