

**Draft Agreement**

**Between**

**Academic Institutions/Boards/Assessment Bodies**

**&**

**Digital Depositories in NAD**

This Agreement is entered into **By and Between**

..... (name of the academic institution/Board/assessment body, address and its nature may be mentioned in detail herein) (which expression shall unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns) as the first part;

**And**

..... (Digital depository authorized by the Ministry of Human Resource Development) as the other part authorized by the Ministry of Human Resource Development vide No ..... to offer services for NAD (copy annexed).

**Whereas**

The first part is desirous of lodging its academic awards which would be the awards listed by the MHRD or the body/committee designated by it amongst the following categories:

- (a) any certificate or degree or diploma including related mark-sheets, transcript or evaluation reports or provisional certificates, as the case may be, granted by an Academic Institution; this will also include certificate, degree, diploma for skill development;
- (b) all certifications by National Skill Qualification Framework (NSQF) aligned bodies. This would include all training courses/short term and long term certificate courses/any other courses as offered by institutions approved by the Ministry of Skill Development & Entrepreneurship (MSDE) for participating in NAD;
- (c) Mark sheets, certificates issued by the boards;
- (d) Certificates issued by eligibility test conducting bodies.

And the other part, having been authorized as one of the digital depositories in NAD by the Ministry of Human Resource Development (MHRD) for the purposes of establishment of National Academic Depository (NAD), agree to offer its services for the purpose of enabling the lodging, authentication and verification of academic awards through the NAD.

Therefore this agreement is entered into between the first part and the other part for a term which is coterminous with the appointment of the other part as Depository by MHRD/UGC.

**THE PARTIES AGREE AS FOLLOWS:**

**1. Purpose**

The objective of this Agreement is for the first part to enter into an understanding with the other part to enable the first part to lodge the academic awards of its students/awardees from the academic year ..... in the NAD Portal.

**2. Obligations of the first part**

- The first part shall provide the necessary information such as Award templates, data masters etc in prescribed formats.

- The first part shall review and confirm the, master data, Award Images and Award data lodged in NAD system.
- The first part shall issue necessary administrative and procedural instructions as are necessary to bring and mandate use of NAD services.
- The first part shall lodge the digitally signed XML data and Images of all the academic awards to the other part before issue of the academic awards.
- The first part may take necessary steps to popularize the use of the system and facilitate expansion of the system usage.
- The accuracy of the data of academic awards and student's identity provided by the first part to the other part, shall be the sole responsibility of the first part. The other part shall avail the data from the first part on "AS IS" basis.
- The first part shall ensure that the data downloaded by the authorized users of the first part is used only for authorized purposes.
- The first part shall take steps to revoke the access of such of its officials who are no longer required to access NAD system for uploading / downloading information or using NAD system.
- The first part shall identify the officials to be trained for using NAD system and arrange to set-up training programs and issue internal instructions in this regard.
- The other part shall appoint and notify project coordinators from its side who will meet with the other part on a regular basis and provide necessary guidance, support and review the progress made.

### **3. Obligations of the other part**

The other part shall provide system features and perform incidental services as may be necessary to:

- a. Register first part on NAD;
- b. Provide access to the first part to its digital depository in NAD;
- c. Facilitate first part to efficiently lodge, in its digital depository in NAD, the details of academic awards awarded by it;
- d. Train first part in the process of lodging and retrieval of records in its digital depository in NAD;
- e. Provide efficient online verification of academic awards lodged in by the first part in its digital depository in NAD(with prior student consent);
- f. Provide an authenticated copy of academic award in its digital depository in NAD when so requested by the student or an entity authorised by the student(with prior student consent);
- g. Map academic awards to concerned student on the basis of Aadhaar ID or the verified NAD-id seeded in the Award data;
- h. Maintain the authenticity, integrity and confidentiality of its digital depository in NAD database and block access to any unauthorized users;
- i. Allow registration of students by academic institutions in NAD, based on Aadhaar / NAD Registration data ;
- j. Mandatory inclusion of Student's identity details i.e. Aadhaar / NAD Registration ID in Academic Awards made available from NAD;
- k. Allow lodging of academic awards by Academic Institutions in NAD system in XML data formats/ image format and after applying due process of internal data review, validations, authorization and submitted to NAD with Digital Signature Certificates; both data and image format would be required for uploading/lodging of academic awards in the NAD;

- l. Ensure that all data lodged by the first part remain secure in its digital depository in the NAD and no data loss happens due to destruction, unauthorized manipulation, archiving etc;
- m. Ensure that the academic awards lodged by the first part in the digital depository in NAD is, at all times, accessible online to either the first part, or the concerned awardee/ student or to a person authorized by the concerned awardee/student to access his/her award.
- n. Ensure that the academic awards lodged by the first part facilitate online interaction and exchange of information with the Central Identities Data Repository created by the Unique identification Authority of India,;
- o. Ensure that the academic awards lodged by the first part are compliant with the Digital Locker technology of MeitY.
- p. Ensure that the academic awards lodged by the first part are transmitted to the other depository/ies in NAD in mutually agreed format between the digital depositories and also therefore to ensure inter-operability of system design and software between them. Syncing of data shall take place, between the two depositories in the NAD in order to resolve transmission errors, on multiple occasions in a day.
- q. Provide/share the academic award data only upon receipt of consent from the student.
- r. Provide authenticated copy/copies of the academic award with such security features as may be decided by MHRD or a committee/body designated by it.
- s. Make available for verification data relating to academic award to Authorized Users with prior consent of the student.
- t. Provide Reports/Statistics or authenticated copy/ies of any specific academic award pertaining to any student/s in the digital depository when so requested in writing by any Statutory/Regulatory authority subject to approval by MHRD or a committee/body designated by it.
- u. Not to use the data for any other purpose than as defined under this agreement.
- v. Perform such other duties as may be mutually agreed between the first part and the other part.

#### **4. Process of verification and authentication**

- a. A person requiring verification and authentication of any specific academic award in the NAD will register on the depository system after complying with a process of KYC and on the payment of applicable charges.
- b. The other part shall, on the same day, the day on which such application is received, verify and authenticate the specific academic award, if lodged in the digital depository, or inform the applicant of the non-availability of such academic award with it on the same day/next working day (in case the same day is a holiday) and would refund the charges paid by the applicant in case the academic award is not lodged with the digital depository. However, the third party verification would be subject to the consent to the student concerned and the period of same day would apply only after receiving the consent of the concerned student.

#### **5. Reports**

- a. The other part shall provide tools to the first part for checking the progress of the project. This shall include the department wise, daily, weekly, monthly and overall progress.
- b. The other part shall provide prescribed MIS reports as per requirements to the first part.

- c. The format, content, periodicity and other information related to reports shall be discussed, approved in writing and finalized with the other part.

## **6. Training**

- a. The other part would provide training to the identified Staff of the first part. The training would happen in the premises notified / provided by the first part.
- b. The training shall be conducted in batches of 25 each, each batch training of approx. 2 - 4 hours. The other part will train and make the staff of the first part conversant with the processes involved in the lodging of academic awards and other related processes in the digital depository.
- c. The training shall be carried out as per mutually convenient timelines.
- d. The training shall concentrate on -
  - Basics of the proposed solution
  - Processes involved in lodging of academic awards and other related processes.
  - Generation of reports and interpretation of the same

## **7. Payment Terms**

Payment for various services shall be made by the first part as per the rates as agreed between the first part and the other part.

The list of various charges is at Annexure A. These rates shall remain the same but cannot be modified for the first three years. However, both parties may agree to a periodic review of the charges in view of the changes in the work scope.

The charges as mentioned in Annexure A may be revised on the renewal of agreement only after mutual discussion and consent of the both the parties in writing.

However, the charges mutually agreed among the first part and the other part shall not exceed the charges ceilings as prescribed by MHRD/committee or body designated by it.

The first part shall pay the invoices of the other part within 30 days of receipt of the invoice. Other part shall provide the necessary clarifications, details if any required by the first part for processing of the invoice payment. Interest at a rate of 12% p.a. would be payable on delayed payments

## **8. Hardware & Software Infrastructure**

### **8.1. Infrastructure**

- a. The other part shall use its own infrastructure. This shall include, all hardware as is required for the successful operation, maintenance and completion of the Project;
- b. The other part shall host the server infrastructure of digital depository of NAD in a data centre facility as decided by it;
- c. The other part shall deploy its own human resource / vendor for all the aforementioned activities and would deploy adequately skilled manpower resources to complete the job within the specified time.

- d. The other part shall use its own hardware and licensed software including other software such as required for this application.
- e. The application software will be a web based application.

## **8.2. Archival and Duration of storage**

The academic awards data shall be stored on the SAN (Storage Area Network). The other part shall have a well designed archival facility with an audit trail for NAD system. The MHRD or a body/committee designated by it shall define the time limit (in years) for archiving the data (i.e. years after which the academic awards would be archived).

## **8.3. Intellectual Property Rights**

- 8.3.1. The Intellectual Property Rights of digital depository of NAD application shall reside with the other part (including the source and object code) together with any related materials or documentation and shall remain the property of the other part. The first part or any other Academic institution shall notify the first part immediately if they become aware of any unauthorised use of the whole or any part of the software by any person.
- 8.3.2. No intellectual property rights of any nature shall be transferred from the other part to the first part in the course of performing any obligations or otherwise under this Agreement.
- 8.3.3. In the event if there is any breach committed by the first part ~~or any other academic institution,~~ in relation to the Intellectual Property Rights of the other part, the other part shall have the right to call for monetary remedy or terminate the contract.

## **8.4. Ownership of Hardware, Software & Data**

The ownership of hardware and software resources deployed by the other part shall rest with it. The data received by the other part from the first part shall, at all times, remain the exclusive property of the first part.

## **10. Confidentiality**

The data/academic awards are provided by the first part to the other part for hosting on the NAD portal for the purpose of being ultimately downloaded by various stakeholders. Such data/academic awards shall be considered as “Confidential Information” from the date on which it is received by the other part (as per the process of supply of data that has been mutually agreed to between the first part and the other part in writing) till the date on which it is hosted on the NAD portal and made available to public at large. The other part shall ensure complete confidentiality of such data/academic awards provided by the first part, until the time it is hosted on NAD portal and it agrees to limit disclosure of confidential information to employees, software developers on a “need to know” basis. The other part shall not make or allow any of its employees, developers or agents working on the NAD project to make any unauthorized use of the confidential information for any purpose directly or indirectly. Employees, agents and developers working on NAD project shall be under written obligations of confidence and non-use with respect to such confidential information received thereto. The other part

will be responsible to ensure that no piece of confidential information will be passed on to any other third party without written permission of the first part or any Official authorised by the first part. Adequate provisions shall be made not to allow unrestricted access to such confidential information to employees who are not involved on the NAD Project.

The other part may disclose such Confidential data only to the extent the other part is required to disclose on account of order of any competent court or tribunal provided however that while disclosing such data, the other part shall keep the first part informed of the same vide a prior notice unless such notice is prohibited by applicable law.

**10.1. Exceptions.** Notwithstanding the above, the other part will have no liability to the first part with regard to any Confidential Information of the first part which the other part can demonstrate:

- a) was in the public domain at the time it was disclosed to the other part or has become in the public domain through no fault of the other part;
- b) was known to the other part through no breach of any other confidentiality agreement at the time of disclosure, as evidenced by the other part's files in existence at the time of disclosure;
- c) was independently developed by the other part as evidenced by the other part's files in existence at the time of disclosure;
- d) is disclosed by the first part to any third party without confidentiality obligations similar to those contained in this Agreement.

## **11. Service level agreements (SLA)**

SLA defines the terms of the other part's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same. The other part shall comply with the tripartite agreement as agreed with UGC/MHRD.

## **12. Indemnity**

1. Both the parties shall indemnify each other as mentioned herein. The Indemnifying Party undertakes to indemnify and hold harmless the Indemnified Party from and against all losses, claims or damages to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to :
  - a. the Indemnifying Party's breach or non performance of any of the Indemnifying Party's undertakings, warranties, covenants, declarations or obligations under this Agreement;
  - b. The first part shall indemnify and hold harmless the other part from any claims by third parties for damages or loss caused arising from the inaccuracy or deficiency in the data of academic awards as provided by the first part to the other part and hosted on the NAD portal.

## **13. Term & Termination**

### **13.1. Term**

The agreement shall be valid for a perpetual term subject to continuity of the appointment of the other part as "Depository" by MHRD / UGC. In the event of termination / revocation / withdrawal of the appointment of the other part as "Depository" by MHRD / UGC, the agreement shall be deemed to have automatically lapsed on the date on which such termination / revocation / withdrawal comes into effect.

## **13.2. Termination**

### **Revocation of appointment of the other part:**

1. The first part may, if it is satisfied after making such enquiry as it deems fit, revoke the appointment of the other part on any or all of the following grounds, namely;
  - a. where NAD project of the other part, in the opinion of the first part, makes willful or continuous default in any act of commission or omission as required by or under the Service Level Agreement;
  - b. where the other part commits breach of any of the terms or conditions of the appointment as digital depository of NAD which is expressly declared by such appointment to render it liable to revocation;
  - c. where the other part fails, within the period fixed in this behalf by its appointment, or any longer period which the first part may have granted therefore, to show, to the satisfaction of the first part, that such agency is in a position fully and efficiently to provide the services required of it and discharge its duties and obligations imposed on it by its appointment;
  - d. where in the opinion of the first part, the financial position of the other part is such that such agency is unable fully and efficiently to provide the services required of it or discharge the duties and obligations imposed on it, by its appointment;
2. No appointment shall be revoked under Clause 13.2(1) unless the first part has given to the other part not less than thirty days notice, in writing, stating the grounds on which it is proposed to revoke the appointment, and has considered any cause shown by the other part within the period of that notice, against the proposed revocation.
3. Where the first part revokes the appointment under Clause 13.2(1), it shall serve an order of revocation upon the other part and fix a date on which the revocation shall take effect; which shall not be less than 30 days from the date of the said order; and such revocation shall be without prejudice to the action which may be taken against it in under any other law for the time being in force.
4. The first part may, instead of revoking a appointment under Clause 13.2(1), permit such appointment to remain in force subject to such further terms and conditions as it thinks fit to impose and as agreed by the other part in writing, and any further terms or conditions so imposed shall be binding upon and be observed by the other part for digital depository in NAD project and shall be of like force and effect as if they were contained in the initial appointment at the time of signing the contract.



## 14. Notices

All notices or other communications required to be given hereunder shall be in writing, in the English language and delivered either personally or by e-mail, fax requesting delivery receipt or prepaid registered postage with acknowledgement due, to the following address or as otherwise requested in writing by the receiving party in accordance with terms of this clause. Notices delivered personally shall be effective upon delivery and notices delivered by e-mail and fax shall be effective upon sending and successful delivery/ receipt by the party to whom they are addressed. Notices delivered under prepaid registered postage shall be effective three days from the date of dispatch:

<b>The First Part</b>	<b>For the other part</b>
<b>Attention: Head of the institution of the first part</b>	<b>Attention: Managing Director &amp; CEO of the other part</b>

## 15. Force Majeure

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
2. The other part shall not be liable for penalty, liquidated damages or for default, if and to the extent that, its delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
3. For purposes of this clause, "Force Majeure" means an event beyond the control of the other part and not involving other part and not involving the other part's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on the performance of NAD.
4. If a Force Majeure situation arises, the other part shall promptly notify the first part in writing of such conditions and the cause thereof. Unless otherwise directed by the first part, the other part shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
  - (i) Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
    - a. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
    - b. Explosion or chemical contamination (other than resulting from an act of war);

- c. Epidemic such as plague;
  - d. Any event or circumstance of a nature analogous to any of the foregoing.
- (ii) Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
- a. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
  - b. Strikes, work to rules, go-slows which are either widespread, nation-wide, or statewide and are of political nature;
  - c. Any event or circumstance of a nature analogous to any of the foregoing.

## **16. Resolution of Disputes**

1. The first part and the other part shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this agreement.
2. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitration shall be governed by MHRD/UGC. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Delhi, India.

## **17. Severability**

Should any part of this Agreement be declared illegal or unenforceable, the Parties hereto will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement.

## **18. Entire Agreement**

Subject to any terms implied by law, this Agreement along with its Annexure constitutes the entire Agreement between the first part and the other part and supersedes any previous Agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement or otherwise agreed to by mutual consent of both the parties given in writing.

**19. Effective Date of Agreement**

This Agreement shall be with effect from the date of signing this agreement and will be valid subject to continuity of the appointment of the other part as "Depository" by MHRD / UGC. In the event of termination / revocation / withdrawal of the appointment of the other part as "Depository" by MHRD / UGC, the agreement shall be deemed to have automatically lapsed on the date on which such termination / revocation / withdrawal comes into effect

In WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year herein above written

SIGNED for and on behalf of  
The first part  
By Mr.  
  
Signature \_\_\_\_\_  
  
Witness \_\_\_\_\_  
Name:  
  
Place:  
Date:

SIGNED for and on behalf of the second  
part  
  
By Mr.  
  
Signature \_\_\_\_\_  
  
Witness \_\_\_\_\_  
Name:  
  
Place:  
Date:

(Charges to be decided mutually among the first part and the other part subject to the maximum charges ceiling as prescribed by MHRD or an autonomous/statutory body under MHRD or a committee/body designated by it)

<b>Annexure A</b>			
<b>Schedule of User Charges</b>			
<b>Sr. No.</b>	<b>Charge head</b>	<b>Service Description</b>	<b>Charge Ceiling</b>
<b>Charges payable by Academic Institutions / Govt. Departments / Statutory Bodies</b>			
1.1	Registration	Depository would receive the Registration form, Agreement and User Creation Forms as per details and data format approved by MHRD / UGC in physical / online manner. Depository would perform basic validations / checks with UGC database and other documentary checks. Depository would register the AI on Depository System, Allocate a Unique AI Code, create access for Authorised Users of the AI and inform the AI of the same. Depository would also share the AI details with other Depositories of NAD.	
1.2	Annual Maintenance Fee	Depository would maintain the details of AI, Courses operated by it, affiliated colleges, awards data lodged and details of mapping with the concerned students. It will facilitate the AI to perform and operate such services as described in agreement between the AI and the Depository and provide free access to awards lodged by the AI and reports on such awards and their usage.	
1.3	Initial Training	Depository will provide digital training collaterals, support and conduct one training program to facilitate the officials of the AI to understand and operate Depository system.	
1.4	Upload of awards data in specified format	Depository will provide access to the AI to lodge the authenticated, verified and authorised data of academic awards in Depository system under a system of digital signatures and make-checker verification. The AI need to prepare the data in data format as prescribed by Depository and so as to be compatible with Depository System and Digital Locker System and need to contain verified details of the Aadhaar or NAD ID of each student. Depository system will validate the data as per its internal validations, format validations and master data validations. Depository system will generate academic awards, create unique NAD Certificate ID, provide response file to AI, map the awards with students registered in NAD. Depository will share the	

		awards data with other depositories of NAD. It will enable the students and verifiers to access award details and copy. NAD award data will be the final data of award details and will be kept updated by AI.	
1.5	Mapping of award to the student's registered NAD Account based on Aadhaar / NAD ID - as provided by AI / Govt. Deptt / Statutory Bodies	Depository system will have Aadhaar / NAD ID of the Students based on the registered NAD account of the student. AI will provide student identity for each award being lodged in the form of verified Aadhaar / NAD ID as part of awards data. Depository will match the student identity in NAD account details with Award details and map the awards to the students. This will enable the rightful students to gain access to their awards. AI can also update the Student Identity against an award lodged earlier without student identity.	
1.6	Refresher Training	In case the AI needs any training program or material or support in addition to initial training the same may be provided by Depository.	
1.7	Standard MIS	MHRD / UGC will identify the important reports that may be needed by AI to operate and use the system. Such reports will be made available by the Depository as Standardised reports. AI can draw these reports from the Depository and use the same.	
1.8	Verification of Awards issued by other Academic Institutions / Govt. Departments / Statutory Bodies	If the AI needs to verify the academic awards lodged by any other participating AI in the system for a purpose which is consistent with NAD Objectives, it can apply through the Depository system to verify such awards. Depository will generate a unique transaction ID and present the verification request to the concerned student. Student can view the request, reasons for requesting verification and also the details of the Verification entity. If student approves the verification request, the award details would be made available to the verifying entity for its use. This may be available for access for the period as may be limited by the student or Depository policy.	
<b>Notes:</b>			
1	Payment Gateway Charges, Charges levied by UIDAI, Taxes, Printing & Dispatch Costs would be charged extra.		
2	Verification request can be initiated by the Verifying Entity or by the Student / Award Holder to whom the NAD Certificate is mapped. Both the Users are able to decide whether Verifying Entity should pay the verification fee or the concerned student / award holder.		
3	Any service not listed here would be provided based on need and mutual scope and commercial agreement between the Depository and the Users		