

Agreement

Between

Academic Institutions/Boards/Assessment Bodies

&

Digital Depositories in NAD

University Grants Commission (UGC) 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 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 UGC. Provided further that the first part shall ensure that provisions of General Financial Rules, 2017 (as amended from time to time)/State Government Financial rules(as applicable), and the Central Vigilance Commission guidelines and extant Rules, Regulations and Acts are strictly adhered to, while entering into this agreement.

Service Level Agreement (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 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 current academic year and also for previous academic years in the NAD Portal.

2. Obligations of the first part

- The first part shall provide the necessary information such as Award templates, data masters, student identity details, Aadhar, NAD ID of the student etc. etc to the other part.
- 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 ensure 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 first 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:

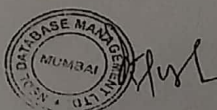
- Register first part on NAD;
- Provide access to the first part to its digital depository in NAD;
- Facilitate first part to efficiently lodge, in its digital depository in NAD, the details of academic awards awarded by it;
- Train first part in the process of lodging and retrieval of records in its digital depository in NAD;
- Provide efficient online verification of academic awards lodged in by the first part in its digital depository in NAD(with prior student consent);
- Provide authenticated copy/copies of the academic award with such security features as may be decided by UGC.
- 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;
- Register students in NAD, based on Aadhaar / Unique NAD ID;
- Map academic awards to concerned student on the basis of Aadhaar ID or the verified NAD-ID seeded in the Award data;
- Maintain the authenticity, integrity and confidentiality of its digital depository in NAD database and block access to any unauthorized users;
- Mandatory inclusion of Student's identity details i.e. Aadhaar / NAD Registration ID in Academic Awards made available from NAD;



- l. Allow lodging of academic awards by first part 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;
- m. 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;
- n. 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.
- o. 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;
- p. Ensure that the academic awards lodged by the first part are compliant with the Digital Locker technology of MeitY.
- q. 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.
- r. Report and confirm back to the first part, after lodging of records, indicating, inter-alia, the NAD ID of the student and the Individual records/certificate ID created against each record.
- s. Provide/share the academic award data only upon receipt of consent from the student.
- t. Make available for verification data relating to academic award to Authorized Users with prior consent of the student.
- u. 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 UGC.
- v. Not to use the data for any other purpose than as defined under this agreement.
- w. Perform such other duties as may be mutually agreed between the first part and the other part.
- x. The source course/object code together with any related materials or documentation shall remain the property of the other part. However, the same shall be shared by the other part with UGC as and when required.
- y. Consent from the student for sharing of the academic awards/data shall not be required in cases like verification sought by statutory bodies/constitutional bodies/investigating agencies during the course of any enquiry/investigation.
- z. If the student chooses to shift his account from one constituent depository of NAD to the other, the other part shall ensure seamless transfer of registration details and records.
- aa. Where an inspection or enquiry or investigation is undertaken by the UGC, the other part or its shareholder or associate and every manager, director, managing director, chairperson or officer and other employee of depository shall co-operate with the investigation team.

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 (within 24 hours), 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 (within 24 hours)/next working day (in case the same day is a holiday) and would refund the charges paid by the applicant, within two working days in case the academic award is not lodged with the digital depository. However, the third party verification would be subject to the consent of 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 as well as to the UGC.
- 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. 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

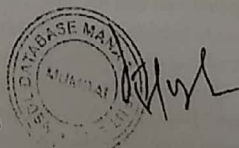
7. Payment Terms

- a. The other part shall notify the charges/tariffs payable by all users in the form of ceilings on each of the NAD services and the same shall be prominently displayed on its website.
- b. Payment for any service(s) shall be made by the first part as per the rates as agreed between the first part and the other part.
- c. The charges agreed upon after following due process between the first part for any service(s) being availed by it and the other part shall not exceed the corresponding charge ceilings as notified by the other part and published on its website.
- d. The list of various service charges is at Annexure A. These rates cannot be modified to the disadvantage of the first part/students of the first part for the first two years or till 30th September, 2019 whichever is earlier.
- e. In case the notified tariffs and charges against the NAD services are found unreasonable at any stage, the competent authority as decided by the Government may form an investigation team to look at the reasonableness of the tariff/charges and its order on the matter shall be final and binding on the other part.

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 implementation 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 implement NAD 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.
- f. The NAD system comprising depositories/portal/IT infrastructure/stakeholders should adhere to the Information Technology Act 2000 and all amendments thereof.
- g. The two depositories should also have Disaster Recovery (DR) sites highlighting the DR type and location.
- h. The web-based NAD application provided by the two depositories should meet the Uptime requirement of at least 99.5%.
- i. The website of NAD should be GIGW compliant.
- j. The other part should comply with all technical audit requirements as prescribed by UGC from time to time and shall publish such reports and certificates in their website. However, the first part, if it so desires to conduct an additional periodic Vulnerability Assessment Penetration Testing (VAPT) or any such other technical audit, may do so either through its own technical cell or through any other agency at its own cost.

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 UGC shall define the time limit (in years) for archiving the data (i.e. years after which the academic awards would be archived).

8.3. 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.

9. 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 or "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 underwritten 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.

Provided further that both the first and other part shall maintain the confidentiality of Aadhar information as specified under the the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016

9.1. 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;

10. Service Quality

- a) The other part shall comply with the provisions as stipulated in the tripartite agreement carried out between UGC and depositories.
- b) The other part shall strictly follow the uptime application norms as devised and amended from time to time by Ministry of Electronics and Information Technology (MeitY). Further, the other part shall adhere to all applicable norms of MeitY to make NAD system efficient and user-friendly.
- c) The other part shall use the data provided to them by the first part strictly in the manner as stipulated in the tripartite agreement(between UGC and depositories)/Agreement(between first part and second part) and in no other manner. In the event of any misuse of data by the other part by way of interpolations or tampering of the data provided to them by the first part, shall be dealt with as per the penal provisions provided under the Indian Law.

11. 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.

12. Term & Termination

12.1. Term

1. The agreement shall be valid initially for a period of two years from the date of signing the agreement but not later than 30th September, 2019 subject to continuity of the appointment of the other part as "Depository" by UGC. This agreement may be renewed with the approval of the Competent Authority from time to time. In the event of termination / revocation / withdrawal of the appointment of the other part as "Depository" by UGC, the agreement shall be deemed to have automatically lapsed on the date on which such termination / revocation / withdrawal comes into effect.

