

F. No. HQ-13064/1/2024-AUTH-I HQ/C. 15014

Unique Identification Authority of India
(Authentication and Verification Division)

UIDAI Head Office, Bangla Sahib Road
Gole Market, New Delhi – 110 001

Dated: 24th October, 2025

Circular 12 of 2025

Subject: Execution of Supplementary Agreement or Agreement to supplement AUA Agreement under sub-regulation (3A) of regulation 9 of the Aadhaar (Authentication and Offline Verification) Regulations, 2021

With the Aadhaar (Authentication and Offline Verification) Amendment Regulations, 2024 dated 31.1.2024, UIDAI has introduced a provision, for sharing of update of status of Aadhaar number upon entering Supplementary Agreement or Agreement to supplement AUA Agreement ("agreement") by requesting entity ("RE") with UIDAI, as sub-regulation (3A) under regulation 9 of the Aadhaar (Authentication and Offline Verification) Regulations, 2021. The said provision is as below—

"(3A) Where the requesting entity has entered into a Memorandum of Understanding or agreement with the Authority for the performance of authentication with update of status regarding whether an Aadhaar number previously submitted has been subsequently omitted or deactivated or reactivated, in the event of such Aadhaar number being omitted or deactivated or such a deactivated Aadhaar number being reactivated, the Authority shall send a subsequent digitally signed appropriate response, along with related technical details."

2. The purpose of the agreement is to set out the terms and conditions for RE for performance of authentication with update of status of Aadhaar numbers previously submitted, in the event of such an Aadhaar number being subsequently omitted or deactivated Aadhaar number being re-activated. This sharing of data will be helpful for RE for their data cleansing and preventing any misuse of facilities and services being offered by it.

3. Eligibility for signing agreements and responsibilities of entities: -

(a) The entity which is already appointed as RE (AUA/KUA/Sub-AUA/Sub-KUA) with UIDAI are eligible to make request for such update of status of Aadhaar number upon entering the agreement with UIDAI. The said agreement shall be executed on non-judicial stamp paper of value as applicable.

(b) AUAs/KUAs shall keep UIDAI informed of such agreements executed with their Sub-AUAs/Sub-KUAs and maintain updated records for audit and compliance purposes.

(c) Hence, any Sub-AUA and Sub-KUA desirous to avail this Aadhaar authentication facility for performance of authentication with update of status of Aadhaar numbers may enter into a separate agreement with its concerned AUA/KUA, in the form and substance of the template provided at 'Annexure A' of the Supplementary Agreement attached as **Annexure-I**.

4. Two copies of the agreement (original and duplicate) duly signed by the authorized representative of the RE shall be sent to UIDAI for signature. The original signed copy shall be retained by UIDAI for record purposes and duplicate signed copy will be sent to RE by UIDAI.
5. The RE (AUA/KUA/Sub-AUA/Sub-KUA), for the performance of authentication under the said agreement, shall be charged to pay such fees, including applicable taxes, as UIDAI may specify in **sub-regulation 2A of regulation 3 of The Aadhaar (Payment of Fees for Performance of Authentication) Regulations, 2021 (as amended)**.
6. Enclosers with this letter are templet for supplementary agreement with AUA/KUA and template of separate agreement between AUA/KUA and their Sub-AUA/Sub-KUA.
7. *For any queries regarding the agreement, you are requested to mail to UIDAI at onboarding@uidai.net.in.*
8. This circular will be superseding the existing circular no. 1 of 2025, dated 01.01.2025.
9. This issues with the approval of competent authority.

Encl: as above


(Sanjeev Yadav)

Director

Tel.: 011-23478609

Email: dir2.auth-hq@uidai.net.in

To:

1. Secretaries in charge of Ministries and Departments in Government of India (as per list attached)
2. Chairperson and Chief Executive Officer, Railway Board
3. Chief Secretaries of State Governments (as per list attached)
4. Chief Secretary, Government of Jammu and Kashmir / National Capital Territory of Delhi / Puducherry / Andaman and Nicobar Islands Administration
5. Advisor to Administrator, Chandigarh Administration
6. Advisor to Lieutenant Governor, Ladakh Administration
7. Administrator, Dadra and Nagar Haveli and Daman and Diu Administration / Lakshadweep Administration

Copy, for information, to:

1. Advisor to Prime Minister, Prime Minister's Office
2. Chief Executive Officer, NITI Aayog
3. Secretary (Coordination), Cabinet Secretariat
4. All Deputy Directors General, UIDAI
5. All Authentication User Agency and e-KYC User Agency

List of addressee Secretaries

1. Secretary, Department for Promotion of Industry and Internal Trade, Vanijya Bhawan, New Delhi – 110 011
2. Secretary, Department of Administrative Reforms and Public Grievances, 513, Sardar Patel Bhawan, Sansad Marg, New Delhi – 110 001
3. Secretary, Department of Agricultural Research and Education, First floor, Krishi Bhawan, New Delhi – 110 001
4. Secretary, Department of Agriculture and Farmers Welfare, Krishi Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
5. Secretary, Department of Animal Husbandry and Dairying, Krishi Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
6. Secretary, Department of Atomic Energy, E Block, Raisina Hill, New Delhi – 110 011
7. Secretary, Department of Biotechnology, 7th floor, Block-2, CGO Complex, Lodhi Road, New Delhi – 110 003
8. Secretary, Department of Chemicals and Petrochemicals, 236A, A Wing, 2nd floor, Shastri Bhawan, New Delhi – 110 001
9. Secretary, Department of Commerce, Udyog Bhawan, New Delhi – 110 011
10. Secretary, Department of Consumer Affairs, Krishi Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
11. Secretary, Department of Drinking Water and Sanitation, C Wing, 4th floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi – 110 003
12. Secretary, Department of Economic Affairs, North Block, New Delhi - 110 001
13. Secretary, Department of Empowerment of Persons with Disabilities, C Wing, Shastri Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
14. Secretary, Department of Ex-servicemen Welfare, South Block, New Delhi – 110 011
15. Secretary, Department of Fertilizers, A Wing, Shastri Bhawan, New Delhi – 110 001
16. Secretary, Department of Financial Services, 3rd floor, Jeevan Deep Building, Parliament Street, New Delhi – 110 001
17. Secretary, Department of Fisheries, Krishi Bhawan, New Delhi – 110 001
18. Secretary, Department of Food and Public Distribution, H Wing, Krishi Bhawan, New Delhi – 110 001
19. Secretary, Department of Health and Family Welfare, A Wing, Nirman Bhawan, New Delhi – 110 011
20. Secretary, Department of Health Research, 1, Red Cross Road, Gokul Nagar, New Delhi – 110 001
21. Secretary, Department of Higher Education, C Wing, Shastri Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
22. Secretary, Department of Investment and Public Asset Management, 4th floor, Block No. 11 CGO Complex, Lodhi Road New Delhi – 110 003
23. Secretary, Department of Land Resources, NBO Building, G Wing, Nirman Bhawan, Dr Maulana Azad Road, New Delhi – 110 011
24. Secretary, Department of Official Language, NDCC-II Bhawan, A Wing, 3rd floor, Jai Singh Marg, New Delhi – 110 001

25. Secretary, Department of Pension and Pensioners' Welfare, 514, Sardar Patel Bhawan, Sansad Marg, New Delhi – 110 001
26. Secretary, Department of Personnel and Training, North Block, New Delhi – 110 001
27. Secretary, Department of Pharmaceuticals, A Wing, Shastri Bhawan, New Delhi – 110 001
28. Secretary, Department of Posts, Dak Bhawan, Patel Chowk, New Delhi – 110 001
29. Secretary, Department of Public Enterprises, Block-14, CGO Complex, Lodhi Road, New Delhi – 110 003
30. Secretary, Department of Rural Development, Krishi Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
31. Secretary, Department of School Education and Literacy, C Wing, Shastri Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
32. Secretary, Department of Science and Technology, Technology Bhawan, New Mehrauli Road, New Delhi – 110 016
33. Secretary, Department of Scientific and Industrial Research, Technology Bhawan, New Mehrauli Road, New Delhi – 110 016
34. Secretary, Department of Social Justice and Empowerment, C Wing, Shastri Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
35. Secretary, Department of Space, Antariksh Bhavan, New BEL Road, Bangalore – 560 231
36. Secretary, Department of Sports, C Wing, Shastri Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
37. Secretary, Department of Telecommunications, Sanchar Bhawan, 20, Ashoka Road, New Delhi – 110 001
38. Secretary, Department of Water Resources, River Development and Ganga Rejuvenation, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110 001
39. Secretary, Department of Youth Affairs, Room No. 1, C Wing, Shastri Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
40. Secretary, Legislative Department, A Wing, Shastri Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
41. Secretary, Ministry of AYUSH, Ayush Bhawan, B Block, GPO Complex, Barapullah Road, INA Colony, New Delhi – 110 023
42. Secretary, Ministry of Civil Aviation, Rajiv Gandhi Bhawan, Block B, Jor Bagh, Safdarjung Airport Area, New Delhi – 110 003
43. Secretary, Ministry of Coal, Shastri Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
44. Secretary, Ministry of Cooperation, 2nd floor, Atal Akshya Urja Bhawan, Pragati Vihar, New Delhi – 110 003
45. Secretary, Ministry of Corporate Affairs, A Wing, Shastri Bhawan, Rajendra Prasad Road, New Delhi – 110 001
46. Secretary, Ministry of Culture, Shastri Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
47. Secretary, Ministry of Development of North Eastern Region, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi – 110 011

48. Secretary, Ministry of Earth Sciences, Mahasagar Bhawan, Block - 12, C.G.O Complex, Lodhi Road, New Delhi – 110 003
49. Secretary, Ministry of Electronics and Information Technology, 6, CGO Complex, Lodhi Road, New Delhi – 110 003
50. Secretary, Ministry of Environment, Forest and Climate Change, Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi – 110 003
51. Secretary, Ministry of Food Processing Industries, Panchsheel Bhawan, August Kranti Marg, New Delhi – 110 049
52. Secretary, Ministry of Heavy Industries, Udyog Bhawan, New Delhi – 110 001
53. Home Secretary, Ministry of Home Affairs, North Block, New Delhi – 110 001
54. Secretary, Ministry of Housing and Urban Affairs, Nirman Bhawan, C Wing, Dr Maulana Azad Road, New Delhi – 110 011
55. Secretary, Ministry of Information and Broadcasting, Dr Rajendra Prasad Road, Shastri Bhawan, New Delhi – 110 001
56. Secretary, Ministry of Labour and Employment, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110 001
57. Secretary, Ministry of Micro, Small and Medium Enterprises, Udyog Bhawan, Rafi Marg, New Delhi – 110 011
58. Secretary, Ministry of Mines, A Wing, 3rd floor, Shastri Bhawan, New Delhi – 110 001
59. Secretary, Ministry of Minority Affairs, 11th floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi – 110 003
60. Secretary, Ministry of New and Renewable Energy, Block no. 14, CGO Complex, Lodhi Road, New Delhi – 110 003
61. Secretary, Ministry of Panchayati Raj, Krishi Bhawan, Dr Rajendra Prasad Road, New Delhi – 110 001
62. Secretary, Ministry of Parliamentary Affairs, Parliament House, Sansad Marg, New Delhi – 110 001
63. Secretary, Ministry of Petroleum and Natural Gas, Shastri Bhawan, Rajendra Prasad Road, New Delhi – 110 001
64. Secretary, Ministry of Ports, Shipping and Waterways, Transport Bhavan, 1, Parliament Street, New Delhi – 110 001
65. Secretary, Ministry of Power, 2nd floor, Shram Shakti Bhawan, New Delhi – 110 001
66. Secretary, Ministry of Road Transport and Highways, Transport Bhavan, 1, Parliament Street, New Delhi – 110 001
67. Secretary, Ministry of Skill Development and Entrepreneurship, 2nd floor, Shivaji Stadium Annexe, Shaheed Bhagat Singh Marg, New Delhi – 110 001
68. Secretary, Ministry of Statistics and Programme Implementation, 418, Sardar Patel Bhawan, Sansad Marg, New Delhi – 110 001
69. Secretary, Ministry of Steel, Udyog Bhawan, New Delhi – 110 001
70. Secretary, Ministry of Textiles, Udyog Bhawan, New Delhi – 110 001
71. Secretary, Ministry of Tourism, Transport Bhavan, 1, Parliament Street, New Delhi – 110 001
72. Secretary, Ministry of Tribal Affairs, B Wing, Shastri Bhawan, New Delhi – 110 001
73. Secretary, Ministry of Women and Child Development, Shastri Bhawan, A Wing, Dr Rajendra Prasad Road, New Delhi – 110 001

List of Chief Secretaries to State Governments

1. Chief Secretary, Government of Kerala, Secretariat, Thiruvananthapuram – 695 001, Email: chiefsecy@kerala.gov.in
2. Chief Secretary, Government of Jharkhand, 1st floor, Project Bhawan, Mantralaya, Dhurwa, Ranchi – 834 004, Email: cs-jharkhand@nic.in
3. Chief Secretary, Government of West Bengal, Nabanna, 13th floor, 325, Sarat Chatterjee Road, Shibpur, Howrah - 711 102, Email: cs-westbengal@nic.in
4. Chief Secretary, Government of Odisha, Odisha State Secretariat, Sachivalaya Marg, Unit-2, Bhubaneswar, Email: csori@nic.in
5. Chief Secretary, Government of Manipur, Babupara, Imphal West, Manipur – 795 001, Email: cs-manipur@nic.in
6. Chief Secretary, Government of Uttar Pradesh, 1st floor, Room no. 110, Lal Bahadur Shastri Bhawan, Lucknow – 226 001, Email: csup@nic.in
7. Chief Secretary, Government of Chhattisgarh, Mantralaya, Naya Raipur, Chhattisgarh - 492 002, Email: csoffice.cg@gov.in
8. Chief Secretary, Government of Karnataka, Room no. 320, 3rd floor, Vidhana Soudha, Bengaluru – 560 001, Email: cs@karnataka.gov.in
9. Chief Secretary, Government of Uttarakhand, 4 Subhash Road, Uttarakhand Secretariat, Dehradun - 248 001, Email: cs-uttarakhand@nic.in
10. Chief Secretary, Government of Madhya Pradesh, 4th floor, Mantralaya, Vallabh Bhavan-I, Bhopal – 462 004, Email: cs@mp.nic.in
11. Chief Secretary, Government of Punjab, 6th floor, Punjab Civil Secretariat-1, Sector 1, Chandigarh – 160 001, Email: cs@punjab.gov.in
12. Chief Secretary, Government of Telangana, Telangana Secretariat, 5th floor, Burgula Rama Krishna Rao Bhavan NH 44, Hill Fort, Adarsh Nagar, Hyderabad - 500 063, Email: cs@telangana.gov.in
13. Chief Secretary, Government of Andhra Pradesh, 1st Block, 1st floor, Andhra Pradesh Secretariat Office, Velagapudi – 522 023, Email: cs@ap.gov.in
14. Chief Secretary, Government of Arunachal Pradesh, Block-II, 5th floor, Civil Secretariat, Itanagar – 791 111, Email: cs-arunachal@nic.in
15. Chief Secretary, Government of Assam, Assam Secretariat, CM Block, Second Floor Dispur, Guwahati - 781 006, Email: cs-assam@nic.in
16. Chief Secretary, Government of Bihar, Main Secretariat, Patna – 800 015, Email: cs-bihar@nic.in
17. Chief Secretary, Government of Goa, Secretariat, Porviroim, Bardez – 403 521, Email: cs-go@nic.in
18. Chief Secretary, Government of Gujarat, 1st Block, 5th floor, Sachivalaya, Gandhinagar, Email: chiefsecretary@gujarat.gov.in
19. Chief Secretary, Government of Haryana, 47, 9th floor, Haryana Civil Secretariat, Sector-1, Chandigarh - 160 001, Email: cs@hry.nic.in
20. Chief Secretary, Government of Himachal Pradesh, Himachal Pradesh Secretariat, Shimla - 171 002, Email: cs-hp@nic.in
21. Chief Secretary, Government of Maharashtra, Main Building, Mantralaya, 6th floor, Madam Cama Road, Mumbai – 400 032, Email: chiefsecretary@maharashtra.gov.in

22. Chief Secretary, Government of Meghalaya, Main Secretariat Building, Rilang Building Meghalaya Secretariat, Shillong - 793 001, Email: cso-meg@nic.in
23. Chief Secretary, Government of Nagaland, Civil Secretariat, Kohima – 797 004, Email: csngl@nic.in
24. Chief Secretary, Government of Sikkim, New Secretariat, Gangtok – 737 101, Email: cs-skm@nic.in
25. Chief Secretary, Government of Tamil Nadu, Secretariat, Chennai – 600 009, Email: cs@tn.gov.in
26. Chief Secretary, Government of Tripura, New Secretariat Complex, Secretariat Agartala, West Tripura – 799 010, Email: cs-tripura@nic.in
27. Chief Secretary, Government of Mizoram, New Secretariat Complex, Aizwal – 796 001, Email: cs-mizoram@nic.in
28. Chief Secretary, Government of Rajasthan, Main Building, Secretariat, Jaipur – 302 005, Email: csraj@rajasthan.gov.in

[On non-judicial stamp paper of value as applicable]

AGREEMENT

This Agreement (hereinafter referred to as “Supplementary Agreement” or “Agreement to supplement AUA Agreement”) is entered into by and between:

THE UNIQUE IDENTIFICATION AUTHORITY OF INDIA, a statutory authority established under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 [“Act”], having its Head Office at New Delhi (current address: Aadhaar Building, Bangla Sahib Road, Gole Market, New Delhi – 110 001) (hereinafter referred to as “UIDAI” or “Authority” or “First Party”, which expression shall, unless the context otherwise requires, include its authorized representatives and successors), of the First Part:

AND

_____ ¹ (hereinafter referred to as “Second Party”), acting through its authorised representative, _____ ², which expression shall, unless the context otherwise requires, include its authorised representatives and such successors of the Second Part.

The said parties are collectively referred to hereinafter as ‘Parties’ and individually as ‘Party’.

WHEREAS the Second Party is a requesting entity appointed by the First Party as an _____ ³ for the purpose of use of the Aadhaar Authentication facilities of the First Party:

AND WHEREAS the Second Party has, under the Aadhaar (Authentication and Offline Verification) Regulations, 2021, entered into an AUA agreement with the First Party for the use of the Aadhaar Authentication facilities of the First Party (“AUA Agreement”) and is desirous of entering into this Supplementary Agreement that sets out the terms and conditions for use of the said facilities for performance of authentication with update of status of Aadhaar numbers previously submitted, in the event of such an Aadhaar number being subsequently omitted or deactivated Aadhaar number being re-activated:

AND WHEREAS the Second Party understands and acknowledges that the terms and conditions set out herein are in addition to and not in derogation of the powers of the First Party and the obligations and liabilities of requesting entities under the Act, the regulations made thereunder and the obligations and liabilities of the Second Party under the AUA Agreement:

NOW THEREFORE, this Supplementary Agreement witnesses as under:

1. The Supplementary Agreement shall come into force from the date it is signed and shall remain in effect until it is replaced by another Supplementary Agreement or is terminated in writing with the mutual consent of both Parties.

¹ Name of the Second Party

² Full name and full designation

³ <Authentication User Agency (AUA)>or<Authentication User Agency (AUA) and an e-KYC User Agency (KUA)> (whichever is applicable)

- 1.1 The Parties may, by mutual agreement, amend the terms and conditions of the Supplementary Agreement.
- 1.2 The Supplementary Agreement may be terminated by either Party by giving notice, in writing, to the other Party on this behalf.
- 1.3 The Second Party acknowledges that it shall be obligated to pay such fees, including applicable taxes, as the First Party may specify in the Aadhaar (Payment of Fees for Performance of Authentication) Regulations, 2023 made by it in exercise of its powers under sub-sections (1) and (2) of section 54 read with sub-section (1) of section 8 of the Act, and on such terms as to payment thereof as the First Party may stipulate from time to time.
- 1.4 The First Party shall provide the Second Party the use of Aadhaar Authentication facilities at its sole discretion and reserves the right to add to, to revise or to suspend in whole or in part such provision at any time, without prior notice, at its sole discretion, in the interest of protection of the information of Aadhaar number holders or the Aadhaar ecosystem, or in public interest, or in any of the interests referred to as per the terms of the AUA Agreement.

2. Principles

- 2.1 This Supplementary Agreement sets forth a statement of intent of the Parties to this Supplementary Agreement to establish a framework—

- (a) to facilitate the use of Authentication facility including any subsequent appropriate response returned by the First Party regarding the status as to whether any Aadhaar number previously submitted has been subsequently omitted or deactivated or re-activated in the event of any omission or deactivation of such Aadhaar number or re-activation of such a deactivated Aadhaar number; and
- (b) to facilitate sharing of Aadhaar-seeded information of deceased individuals with the First Party by the Second Party.

- 2.2 The Parties to Supplementary Agreement shall use their best endeavors to meet the terms of this Supplementary Agreement.

3. Safeguards and Confidentiality

- 3.1 The Parties to Supplementary Agreement undertake to implement and maintain security procedures and measures in order to ensure the protection against the risks of unauthorised access, alteration, delay, destruction or loss of information regarding status update.
- 3.2 The Parties to Supplementary Agreement agree that the status update response provided shall be subject to the confidentiality rules and other safeguards to ensure the necessary level of confidentiality.
- 3.3 The Second Party further agrees that any Sub-Authentication User Agency (Sub-AUA) and Sub-e-KYC User Agency (Sub-KUA) is desirous to avail facility for performance of authentication with update of status of Aadhaar numbers previously submitted, in the event of such an Aadhaar number being subsequently omitted or deactivated Aadhaar number being re-activated, shall enter into a separate agreement with the Second Party, in the form and substance of the template provided under **Annexure-A** of this agreement.

3.4 The Second Party shall keep First Party duly informed of any such separate agreement executed with its Sub-AUA and Sub-KUA. Copies or summaries of such agreements, along with details of the Sub-AUA and Sub-KUA, shall be furnished to the First Party as and when executed, and the Second Party shall maintain updated records for inspection or audit by the First Party.

4. Consultation

4.1 The Parties may consult one another informally at any time about a new request or proposed request.

4.2 The Parties may consult and revise terms of the Supplementary Agreement in the event of a substantial change in the laws, practices, market or business conditions affecting the operation of this Supplementary Agreement.

4.3 Any dispute arising out of the interpretation and implementation or application of this Supplementary Agreement shall be settled amicably by consultation between the Parties.

5. Nodal Officer

The Parties to Supplementary Agreement shall appoint Nodal Officer and alternate Nodal Officer with the following responsibilities to—

- (a) act as point of contact for coordinating in respect of anything relating to this Supplementary Agreement;
- (b) accord due priority and resources for timely completion of tasks related to this Supplementary Agreement;
- (c) establish a mechanism for resolving status update response quality issue, if any, within a reasonable time-frame; and
- (d) establish a mechanism for periodic review of Supplementary Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Supplementary Agreement to confirm their approval of, an agreement with, its contents.

Signed at <<PLACE>> on <<DATE>>

FOR AND ON BEHALF OF UIDAI:

FOR AND ON BEHALF OF
SECOND PARTY:

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

IN THE PRESENCE OF:

IN THE PRESENCE OF:

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Date:

Date:

[On non-judicial stamp paper of value as applicable]

AGREEMENT

This Agreement (hereinafter referred to as “Supplementary Agreement” or “Agreement to Joint Undertaking”) is entered into by and between:

_____ ¹ (hereinafter referred to as “First Party”), acting through its authorised representative, _____ ², which expression shall, unless the context otherwise requires, include its authorised representatives and such successors of the First Part.

AND

_____ ³ (hereinafter referred to as “Second Party”), appointed by the First Party as its Sub-Authentication User Agency (Sub-AUA) and Sub-e-KYC User Agency (Sub-KUA) to avail its Aadhaar authentication services, acting through its authorised representative, _____ ⁴, which expression shall, unless the context otherwise requires, include its authorised representative and such successors of the Second Part.

The said parties are collectively referred to hereinafter as ‘Parties’ and individually as ‘Party’.

WHEREAS the First Party is a requesting entity appointed by UIDAI as an _____ ⁵ for the purpose of use of the Aadhaar Authentication facilities of UIDAI and has further entered into a supplementary agreement under sub-regulation (3A) of regulation 9 of the Aadhaar (Authentication and Offline Verification) Regulations, 2021 for use of said facilities for performance of authentication with update of status of Aadhaar numbers previously submitted, in the event of such an Aadhaar number being subsequently omitted or deactivated Aadhaar being re-activated:

AND WHEREAS the Second Party is appointed as Sub-AUA and Sub-KUA to the First Party through joint undertaking dated _____ ⁶ for the purpose of use of Aadhaar Authentication facilities of UIDAI through First Party:

AND WHEREAS the Second Party is desirous to enter into this supplementary agreement that sets out the terms and conditions for use of said facilities for performance of authentication with update of status of Aadhaar numbers previously submitted, in the event of such an Aadhaar number being subsequently omitted or deactivated Aadhaar being re-activated:

AND WHEREAS the Parties understands and acknowledges that the terms and conditions set out herein are in addition to and not in derogation of the powers of UIDAI and the Parties shall be jointly and severally liable for non-compliance of the provisions of the Aadhaar Act and its Regulations, specifically the Aadhaar (Authentication and Offline Verification) Regulations 2021, and directions, information security policies, processes, standards, specifications, guidelines and protocols issued by the Authority from time to time:

¹ Name of the First Party

² Full name and full designation

³ Name of the Second Party

⁴ Full name and full designation

⁵ <Authentication User Agency (AUA)> or <Authentication User Agency (AUA) and an e-KYC User Agency (KUA)> (whichever is applicable)

⁶ Date of execution of joint undertaking

NOW THEREFORE, this Supplementary Agreement witnesses as under:

1. The Supplementary Agreement shall come into force from the date it is signed and shall remain in effect until it is replaced by another supplementary agreement or is terminated in writing with the mutual consent of the Parties or the Joint undertaking between the Parties is revoked.
- 1.1 The Parties understands and acknowledges that UIDAI shall provide the AUA the use of Aadhaar Authentication facilities at its sole discretion and reserves the right to add to, to revise or to suspend in whole or in part such provision at any time, without prior notice, in the interest of the of protection of the information of Aadhaar number holders or the Aadhaar ecosystem, or in public interest or in any of the interests referred to as per the terms of the AUA Agreement.
- 1.2 The Supplementary Agreement may be terminated by either Party by giving notice, in writing, to the other Party on this behalf.
- 1.3 The Parties acknowledges that it shall be obligated to pay such fees, including applicable taxes, as UIDAI may specify in the Aadhaar (Payment of Fees for Performance of Authentication) Regulations, 2023 made by it in exercise of its powers under sub-sections (1) and (2) of section 54 read with sub-section (1) of section 8 of the Act, and on such terms as to payment thereof as UIDAI may stipulate from time to time.
- 1.4 The Second Party shall use the update of status of Aadhaar numbers solely through the First Party.
- 1.5 The First Party shall remain fully responsible to UIDAI for all the acts of the Second Party.

2. Principles

- 2.1 This Supplementary Agreement sets forth the statement of intent of the Parties to thus Supplementary Agreement to establish a framework to facilitate the Second Party the use of Authentication facility, through the First Party, including any subsequent appropriate response returned by UIDAI regarding the status as to whether any Aadhaar number previously submitted has been subsequently omitted or deactivated or re-activated in the event of any omission or deactivation of such Aadhaar number or re-activation of such a deactivated Aadhaar number.
- 2.2 The Parties to Supplementary Agreement shall use their best endeavours to meet the terms of this Supplementary Agreement.

3. Safeguards and Confidentiality

- 3.1 The Parties to Supplementary Agreement undertake to implement and maintain security procedures and measures in order to ensure the protection against the risks of unauthorised access, alteration, delay, destruction or loss of information regarding status update.
- 3.2 The Parties to Supplementary Agreement agree that the status update response provided shall be subject to the confidentiality rules and other safeguards to ensure necessary level of confidentiality.

4. Consultation

- 4.1 The First Party shall keep UIDAI informed of details of the Second Party along with copy of this supplementary agreement as and when executed and shall maintain updated records for inspection or audit by UIDAI.
- 4.2 Any dispute arising out of the interpretation and implementation or application of this Supplementary Agreement shall be settled amicably by consultation between the parties.

5. Nodal Officer

The Parties to Supplementary Agreement shall appoint Nodal Officer and alternate Nodal Officer with the following responsibilities to—

- (a) act as point of contact for coordinating in respect of anything relating to this Supplementary Agreement;
- (b) accord due priority and resources for timely completion of tasks related to this Supplementary Agreement;
- (c) establish a mechanism for resolving status update response quality issue, if any, within a reasonable time-frame; and
- (d) establish a mechanism for periodic review of Supplementary Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Supplementary Agreement to confirm their approval of, an agreement with, its contents.

Signed at _____¹ on _____²

For and on behalf of First Party:

Signature:

Name:

Designation:

Date:

In the presence of:

Signature:

Name:

Designation:

Date:

For and on behalf of Second Party

Signature:

Name:

Designation:

Date:

In the presence of:

Signature:

Name:

Designation:

Date:

¹ <<Place>>

² <<Date>>