

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: 01 January 2025

Circular 1 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."

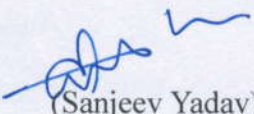
2. The purpose of the agreement is to set out the terms and conditions for RE for performance of authentication with update of status of Aadhaar numbers previously submitted, in the event of such an Aadhaar number being subsequently omitted or deactivated Aadhaar number being re-activated. This sharing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

3. Further the entity which is already appointed as RE with UIDAI is only 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.

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, for the performance of authentication under the said agreement, shall be charged to pay such fees, including applicable taxes, as UIDAI may specify in the Aadhaar (Payment of Fees for Performance of Authentication) Regulations, 2023.
6. Enclosed with this letter is the agreement for its immediate execution.
7. For any queries regarding the agreement, you are requested to mail to UIDAI at onboarding@uidai.net.in.
8. 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

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 UIDAI as an _____ ³ for the purpose of use of the Aadhaar Authentication facilities of UIDAI:

AND WHEREAS the Second Party has, under the Aadhaar (Authentication and Offline Verification) Regulations, 2021, entered into an AUA agreement with UIDAI for the use of the Aadhaar Authentication facilities of UIDAI (“**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 UIDAI 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 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. 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.

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 UIDAI may specify in regulations 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 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, 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 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 to facilitate the use of Authentication facility 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 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 necessary level of confidentiality.

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

5.1 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.

6. Validity and exit clause

6.1 This Supplementary Agreement will be in force until unless terminated in writing with the mutual consent of both Parties.

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: