

**Unique Identification Authority of India**  
**Technical Consultant Policy -2024**

**Dated 25.01.24**

**Procedure and Guidelines for engagement of Technical Consultants in UIDAI.**

The following guidelines and procedures are being prescribed for engagement of technical consultants in UIDAI until such time as these guidelines are amended or new guidelines issued. These guidelines will come into effect from the date of issue.

**1. Purpose and Scope of Application**

1.1 UIDAI has been entrusted with the mandate of technological execution of all business requirements of the organization. UIDAI has been very dynamic in the way it functions and that has helped it in being ever receptive to the needs of the residents it serves, as well as the ecosystem organisations it partners with for such delivery. In order to keep up with the need for constant improvement in the technology stack and product line in the digital identity domain and pushing the motto of "ease of living", it is pertinent that the UIDAI has the agility to upgrade and scale up its tech resource base, that enables it to execute such technology solutions faster and better. For this It is essential to have the Consultants who possess the requisite skill set. These Consultants will be expected to deliver in such areas where in house expertise is not readily available within the framework of UIDAI. They should be high quality professionals, capable of lending their expertise in the fields of niche technologies required at UIDAI

1.2 The General conditions of Contracts for the services of Consultants will be incorporated into their individual contracts ( as per Annexure-I.)

**2. Contractual terms and conditions**

**2.1 Standards of Conduct:**

2.1.1 In General the Individual Consultant shall neither seek nor accept instructions from any authority external to UIDAI in connection with the performance of its obligations under the Contract. The Individual Consultant shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UIDAI, and the Individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of UIDAI. The Individual Consultant warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UIDAI. The Individual Consultant shall comply with Aadhaar(Targeted Delivery of Financial and Other Subsidies, Benefits and Services)Act,2016 and all laws, ordinances, rules and regulations issued by Govt of India from time to time bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual Consultant shall comply with the standards of Conduct. Failure to comply with the same will be considered for grounds for termination of the Individual Consultant for cause.

**2.1.2 Prohibition of Sexual Exploitation and Abuse:**

In the performance of the Contract, the Individual Consultant shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act. 2013". The Individual Consultant acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In



addition, nothing herein shall limit the right of UIDAI to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

## **2.2 Title Rights, Copyrights, Patents and Other Proprietary Rights:**

**2.2.1** Title to any equipment and supplies that may be furnished by UIDAI to the Individual Consultant for the performance of any obligations under the Contract shall rest with UIDAI, and any such equipment shall be returned to UIDAI at the conclusion of the Contract or when no longer needed by the Individual Consultant. Such equipment, when returned to UIDAI, shall be in the same condition as when delivered to the Individual Consultant, subject to normal wear and tear, and the Individual Consultant shall be liable to compensate UIDAI for any damage or degradation of the equipment that is beyond normal wear and tear.

**2.2.2** UIDAI shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual Consultant has developed for UIDAI under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for UIDAI. Subject to the foregoing provisions, all codes, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual Consultant under the Contract shall be the property of UIDAI, shall be made available for use or inspection by UIDAI at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UIDAI authorized officials on completion of work under the Contract.

## **2.3 Confidentiality**

**2.3.1 Maintaining confidentiality:** The consultant will treat the information made available to him/her by UIDAI or by third parties in connection with the performance of the services for which he/she is engaged as confidential and use it only for the purpose of such performance. He/she will exercise the same degree of care as a person would normally exercise to protect their own proprietary information, having regard to the nature of the information. He/she will, upon completion of their term or upon UIDAI requiring him/her to do so, whichever is earlier, either return to UIDAI such information or shall certify to UIDAI that all media containing such information have been destroyed.

**2.3.2 Confidential nature of documents and information:** The consultant will be subject to the provisions of the Official Secrets Act, 1923. The consultant will not, except with the previous sanction of UIDAI or in the *bona fide* performance of his/her services, publish a book or a compilation of articles or participate in radio broadcast or contribute an article or write a letter in any newspapers or periodical either in his own name or anonymously or pseudonymously in the name of any other person, if such book, article, broadcast or letter relates to subject matter assigned to him by UIDAI.

**2.4 Use Of Name, Emblem or Official Seal of The UIDAI:** Individual consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with UIDAI, nor shall the Individual consultant, in any manner whatsoever, use the name, emblem or official seal of UIDAI, or any abbreviation of the name of UIDAI, in connection with its business or otherwise without the written permission of UIDAI.



## **2.5 Travel, Medical Clearance and Service Incurred Death, Injury or Illness:**

**2.5.1** UIDAI may require the Individual consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UIDAI.

**2.5.2** In the event of the death, injury or illness of the Individual consultant which is attributable to the performance of services on behalf of UIDAI under the terms of the Contract while the Individual Consultant is traveling at UIDAI expense or is performing any services under the Contract in any offices or premises of UIDAI or Government of India, the Individual consultant or the Individual consultant's dependents, as appropriate, shall not be entitled to any compensation.

## **2.6 Probation and Termination**

i. On boarded consultant will be on probation for a period of 06 months from the date of joining which may be extended by UIDAI on its discretion.

ii UIDAI can relieve the consultant from their services from UIDAI by giving the 30 days notice period during probation period or 90 days notice period beyond probation period or payment of basic salary in lieu thereof. In case of resignation by consultant, UIDAI can accept the resignation with 30 days notice period in probation or 90 days notice period beyond probation or payment of basic salary in lieu thereof by consultant.

## **2.7 Audits and Investigations:**

Each invoice paid by UIDAI shall be subject to a post-payment audit by auditors, whether internal or external, of UIDAI or by other authorized and qualified agents of UIDAI at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UIDAI shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by UIDAI other than in accordance with the terms and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time, UIDAI may conduct investigations relating to any aspect of the Contract or the award thereof. The obligations performed under the Contract, and the operations of the Individual Consultant generally relating to performance of the Contract. The right of UIDAI to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual Consultant shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual Consultant's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UIDAI access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personnel and relevant documentation.

**2.8 Settlement of Disputes:** UIDAI and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.

**2.9 Arbitration:** Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above shall be



referred by either of the parties to the CEO, UIDAI for arbitration. The CEO UIDAI may appoint an arbitrator for the settlement of the controversy.

**2.10 Conflict of Interest:** The Individual Consultant shall be expected to follow all the rules and regulations of the Government of India which are in force. He/she will be expected to display utmost honesty, secrecy of office and sincerity while discharging his/her duties. In case the services of the Individual Consultant are not found satisfactory or found in conflict with the interests of the UIDAI/Government of India, his/her services will be liable for discontinuation without assigning any reason.

### 3. Terms of reference

**3.1** Heads of Verticals are responsible for ensuring that detailed terms of reference describing the work to be performed are prepared well in advance of the engagement of the individual consultant and submit it in **Annexure-III** in a timely manner to the executive or administrative office for processing.

**3.2** The terms of reference are mandatory and shall form part of the individual contract. The terms of reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results-based and time-bound.

### 4. General Terms & Conditions

**4.1. Tenure:** Individual Consultants will be engaged for a fixed period of three years which may be extended by one year at a time upto a maximum tenure of five years i.e. 3+1+1 years for providing high quality services on specific projects as per requirement of the verticals. However, their continuation in their respective position beyond the first and subsequent years, would be contingent on a satisfactory Annual Performance Review based on clearly defined Key Performance Indicators. Extension beyond five years may be considered under exceptional circumstances with the approval of CEO, UIDAI. However, no extension will be given beyond the age of 65 years whether it is retired govt employee or non Govt Employee.

**4.2** The appointment of Individual Consultants is of a temporary nature and the UIDAI can cancel the appointment at any time without providing any reason for it.

**4.3 Number of Individual Consultants:** The total number of Individual Consultants to be engaged by UIDAI shall depend on the actual requirement at a particular point of time and provision of budget.

**4.4** The Consultant Selection Committee shall fix pay package for the positions of Consultant. The pay package shall be consolidated remuneration with no other facility or allowance except TA/DA.

**4.4 (a)** The remuneration of Consultants may be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on his/her performance during the year after the recommendation of the Performance Review Committee constituted & duly approved by the CEO, UIDAI, as per the following criteria:-

Performance#	Enhancement in remuneration
Performed only routine/assigned work	Nil

Consultant who have made significant contribution in his/her domain and have shown exceptional quality in providing the desired output as expected by Higher authorities on the assigned/specific task.	Up to 15 % of the remuneration with the approval of CEO
In exceptional cases, where the individual Consultant demonstrated exemplary performance in his/her domain and has significantly contributed to UIDAI goals e.g reduction % Percentage of frauds, increase in speed of enrolment in ECMP, speed of deployment of application through automation etc. Note: The criteria based on which 10 % additional (15-25%) enhancement is recommended should be spelt out and brought out in the recommendations made by the Performance review committee while evaluating the performance of the individual Consultants	Up to 25 % of the remuneration with the approval of CEO

\*\* It is clarified that enhancement in remuneration shall not be capped by upper slab of any subsequent grades.

**4.5** Professionals with requisite qualification and experience as prescribed would be engaged as individual consultants. Retired government servants who fulfil the eligibility criteria with requisite experience in the relevant field/sector can also participate through the competitive process in line with the rule 177 of GFR 2017. The remuneration of such government servants so engaged shall be governed as per these guidelines and time to time orders issued by Ministry of Finance (Deptt of Expenditure).

## 5. Position & Remuneration

Technical Consultants shall be hired in following grades of pay. However the qualification and experience requirements may vary in the grade assignment when such positions are created.

Grade	Remuneration (Per Annum)
Consultant Grade I	30-40 Lakh
Consultant Grade II	35-45 Lakh
Consultant Grade III	45-55 Lakh

**6. TA/ DA** The individual consultant may require to undertake domestic tours - subject to approval of the competent authority and TA/DA for these tours would be governed by Govt of India TA/DA rules applicable to Pay Level 12/Level 13 officers.



## 7. SELECTION PROCESS

**7.1** The requirement of UIDAI will be advertised from time to time on its website as well as in at least two newspapers (both Hindi and English).

**7.2** The applications received may be screened based on CV's submitted and/ or screening test before interview to be conducted by selection committee.

**7.3** The Screening/ selection Committee shall shortlist the applicants and recommend a panel of best candidates in order of merit. Offer shall be given to best candidates( keeping in reserve upto 3 more candidates with validity.)

**8. Payment:** Payment of the consolidated compensation will be made by UIDAI on a monthly basis, based on the biometric attendance registered by the consultant and its certification by the reporting officer designated by UIDAI for the consultant.

**9. Leave:** individual consultants shall be entitled to leave at the rate of 1.5 days of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis. Unavailed leaves can not be carried forward to the next year. In exceptional cases for professional development , training etc, personal needs etc this condition may be relaxed to allow leave without pay with the approval of concerned DDG.

**10. Tax Deduction at Source:** The Income Tax or any other tax liable to be deducted , as per the prevailing rules will be deducted at source before effecting the payment, for which the UIDAI will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. The UIDAI undertake no liability for taxes or other contribution payable by the Individual Consultant on payments made under this contract.

**11. Background Verification:** Background verification of the Individual Consultants shall be done as per the latest instructions issued by Govt of India. In case the background verification is received as negative, the contract of individual consultant shall cease to exist with immediate effect without any notice.

**12. Relaxation:** Where the CEO UIDAI is of the opinion that it is necessary or expedient so to do, it may by order and for reasons to be recorded in writing, relax any of the provisions of these guidelines

**13. Non Disclosure Agreement:** Upon selection Consultant need to sign Contact as per **Annexure –I** and nondisclosure agreement as per **Annexure -II**



## Annexure-I

### Contract for the services of an Individual Consultant

File No

Date....

This Contract is entered into on [insert date] between the UIDAI and Mr/Ms/Mrs.....  
.....s/d/w/o..... (here in after referred to as "the Individual Consultant") whose  
address is.....

WHEREAS UIDAI desires to engage the services of the Individual Consultant on the terms and conditions hereinafter set forth, and:

WHEREAS the Individual Consultant is ready and willing to accept this Contract with UIDAI on the said terms and conditions.

NOW, THEREFORE, the Parties hereby agree as follows:

#### 1. Nature of services

The Individual Consultant shall perform the services as described in the Terms of References which form an integral part of this Contract and are attached hereto as **Annexure III**.

#### 2. Duration

This Individual Contract shall commence on [insert date], and shall expire upon satisfactory completion of the services described in the Terms of Reference mentioned above, but not later than [insert date]. unless sooner terminated in accordance with the terms of this Contract. He/She is designated as [Insert Consultant]. This Contract is subject to the conditions mentioned in the "**Procedure and guidelines for engagement of Technical Consultants in UIDAI**" dated 25.01.24

#### 3. Payment

A consolidated remuneration of Rs ..... per man month inclusive of all applicable taxes shall be paid to the Individual Consultant subject to satisfactory applicable taxes shall be paid to the Individual Consultant subject to satisfactory services. If unforeseen travel outside the Duty Station is requested by UIDAI, and upon prior written agreement. such travel shall be at UIDAI's expense and the Individual Consultant shall receive a TA/DA as per the said terms and conditions.

#### 4. Rights and Obligations of the Individual Consultant

The rights and obligations of the Individual Consultant are strictly limited to the terms and conditions of this Contract, including its Annexes. Accordingly, the Individual Consultant shall not be entitled to any benefit, payment, subsidy, compensation or entitlement, except as expressly provided in this Contract. The Individual Consultant shall be solely liable for claims by third parties arising from the Individual Consultant's own acts or omissions in the course of performing this Contract, and under no circumstances shall UIDAI be held liable for such claims by third parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

By signing below, I, the Individual Consultant, acknowledge and agree that I have read and accept the terms of this Contract, including the conditions mentioned in the "**Procedure and guidelines for**



**engagement of Technical Consultants in UIDAI date.....**and attached hereto in **Annexure B** which form an integral part of this Contract.

The Individual Consultant has submitted a Statement of Good Health and form for background verification.

**AUTHORIZING OFFICER:**

**UIDAI**

Name:

Signature:

Date:

Place:

**INDIVIDUAL CONSULTANT:**

Name

Signature;

Date

Place:

21/



## Annexure-II

### Non- Disclosure Agreement

This Non- Disclosure Agreement ("NDA"/ **Agreement**) is made and entered into on this \_\_\_\_ day of \_\_\_\_20\_\_\_\_ "Effective Date" by and between

Unique Identification Authority of India having its office at \_\_\_\_\_ through \_\_\_\_\_ (hereinafter referred to as the "UIDAI/ **Disclosing Party** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/ her successors in interest and assigns/ of the first Part;

and

[Employee Name/ resource Name], son/ daughter of \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter referred to as the "Receiving Party ", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/ her successors in interest and permitted assigns) of the Second Part

UIDAI and the Receiving Party are hereinafter collectively referred to as "Parties" and individually referred to as "Party".

#### WHEREAS:

- A. UIDAI, is a statutory authority established under the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (as amended), under the Ministry of electronics and Technology (**MeitY**). UIDAI was created to issue unique Identification numbers (UID), named as " Aadhaar , to all residents of India. Under the Aadhaar Act, 2016( as amended), UIDAI is responsible for Aadhaar enrolment and authentication, including operation and management of all stages of Aadhaar life cycle, developing the policy, procedure and system for issuing Aadhaar numbers to individuals and perform authentication and the security of identity information and authentication records of individuals.
- B. For carrying on the operations and management , UIDAI either(i) hire the manpower resources through an outsourced contractor or (ii) appoints them on deputation basis from other government organization or (iii) hire consultant/ Volunteer/ Sabbatical/ interns.
- C. The Receiving Party herein has joined UIDAI from/ as [Kindly mention the contractor name or the Organization name/ Consultant/ Volunteer/ Interns] and acknowledge that as an employee/ staff/ consultant/ Volunteer/ Interns, he/ she shall provide the services in the capacity of \_\_\_\_\_ (" Services") to UIDAI and confirm that have fully read and understood all the terms and conditions of the Non- Disclosure Agreement dated \_\_\_\_\_ executed between UIDAI and \_\_\_\_\_ in particular to the contents below and strictly abide by them.

In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**CLAUSE 1: DEFENITION OF CONFIDENTIAL INFORMATION.**

1.1 For the purposes of this agreement, “ **Confidential Information**” shall include, but not be limited to , any and all information disclosed by UIDAI to the Receiving party whether orally, in writing, electronically, visually, or any other means, which is identified as confidential or which, under the circumstances surrounding disclosure, ought reasonably to be treated as confidential. Confidential Information may include, but is not limited to , trade secrets, know-how, computer programs, source code, technical drawings, algorithms, intellectual property, financial information, formulas, processes, ideas, inventions ( whether patentable or not), business plans, technical specifications, Aadhaar account holder details, any personal identifiable information ( PII) of the residents, pricing information, and any other proprietary information;

1.2 The Receiving Party acknowledges that any and all Confidential Information provided shall remain as the exclusive property of UIDAI, and the Receiving party shall have no ownership or rights to the Confidential Information.

**CLAUSE 2: OBLIGATION OF THE RECEIVING PARTY**

2.1 The Receiving party shall take all measures to prevent the unauthorised access, use, disclosure, or loss of the confidential Information;

2.2 The Receiving Party shall not discuss/ disclose, during his/ her employment or thereafter, any confidential information with any other person, other those who need to access such information on a strict need to know basis and upon the instructions of the UIDAI officials.

2.3 The Receiving Party shall not disclose the Confidential information, during his/ her employment or thereafter, to any third party including but not limited to his/ her contractor/ parent organization, without the prior written consent of UIDAI, except as required by applicable laws or regulations or pursuant to a court order or government authority. In such cases, the Receiving Party shall provide prompt written notice to the UIDAI and shall take all steps to limit the disclosure and protect the confidentiality of the Confidential Information;

2.4 The Receiving Party hereby undertake and agree that he / she has fully read and understood all the terms and conditions of the contract dated\_\_\_\_\_executed between the Receiving Party and \_\_\_\_\_ [ name of the contractor]\_\_\_\_\_, and further agrees to strictly abide its terms and conditions, including but not limited to adherences of maintaining confidentiality with respect to information which comes into possession of the Receiving Party during his / her service at UIDAI. He/ she also agree that the terms and conditions of the agreement dated \_\_\_\_\_ executed between UIDAI and \_\_\_\_\_ (“ Contract”), be also be applicable on him/ her.

2.5 The Receiving Party shall always be in compliance with the UIDAI Information Security Policy, Procedures, Guidelines, standards;

2.6 The Receiving Party agrees and undertakes to absolutely refrain from in any manner divulging, discussing, disclosing or in any manner directly or indirectly using the Confidential information, without express written permission of UIDAI. In the event the Receiving Party is unsure of the nature of certain information, the Receiving Party undertakes to treat such information as Confidential information, unless specifically informed to the contrary by the Disclosing party.

2.7. The Receiving party hereby agrees that he / she will always be in compliance of the provisions of the Aadhaar Act, 2016 (as amended) and the regulations framed thereunder.

2.8. The Receiving party hereby agrees that the obligations of confidentiality and non-disclosure set forth herein shall survive the terminations of this agreement.

2.9. The Receiving Party shall not remove or destroy any documents, data, files or working papers in whatsoever form (including and not restricted to any in electronics form) in respect of the Services, without the written consent of UIDAI.

### **CLAUSE 3: TERM AND TERMINATION**

3.1. This Agreement shall be effective from the Effective Date, as mentioned above.

3.2. The Parties agree that this Agreement may be terminated in accordance with the terms and conditions of the Contract or on the date of termination of agreement entered into between the Receiving party and the \_\_\_\_\_ [Contractor]. Notwithstanding the foregoing, any obligations imposed on the Receiving party under this agreement, including confidentiality obligations, shall survive the termination or expiry of this agreement.

3.3. Upon termination of this agreement, the Receiving Party shall return or destroy all confidential Information received from UIDAI, including any copies, notes, or summaries thereof, and shall provide written certification of the same upon the UIDAI' request.

### **CLAUSE 4: GOVERNING LAW AND JURISDICTION**

4.1 This Agreement shall be governed by and constructed in accordance with the laws of India, without regard to its conflict of laws principles.

4.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in \_\_\_\_\_, India.

4.3 All disputes under this agreement shall be governed by the terms and conditions of the Contract.

4.4 The parties hereby agree that in case of any breach of the terms of this Agreement, due to the action taken or not taken by the Receiving Party, then UIDAI shall have the right to take necessary action, as per the terms of the Contract or as per the CCS (CCA) Rules or other applicable rule as the case may be.

### **CLAUSE 5: RETURN OF MATERIALS AND DOCUMENTS**

Immediately upon termination/ completion of contract, the Receiving Party shall return to UIDAI (or, at the request of the UIDAI, erase or destroy) all materials that contain or embody any Confidential Information of the UIDAI, including but not limited to all computer programs,





documentation, financial statement, forms, notes, plans, drawings, Aadhaar holder information and copies thereof. Return or destruction of such material shall not relieve the Receiving Party of its obligations of confidentiality. Upon the request of the UIDAI, the Receiving Party will certify that it has complied with the provisions of this paragraph.

#### **CLAUSE 6: ACCEPTABLE USE POLICY**

The Receiving Party agrees to use the UIDAI's Confidential Information in accordance with their Acceptable Use Policy, which is incorporated herein by reference (*UIDAI Information Security Policy*).

#### **CLAUSE 7: WARRANTY**

The Receiving Party represents and warrants that it is authorized to enter into this Agreement and that it will comply with all the terms and conditions of this Agreement. The Receiving Party understands that any breach of this Agreement may cause the Disclosing Party irreparable harm, and the Disclosing Party may seek injunctive relief in addition to any other available remedies.

#### **CLAUSE 8: SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck from this Agreement and the remaining provisions shall remain in full force and effect.

#### **CLAUSE 9: WAIVER**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by both the Parties.

#### **CLAUSE 10: ENTIRE AGREEMENT**

Beside the terms and conditions pertaining to confidentiality as mentioned in the agreement dated \_\_\_\_\_ executed between the contractor (if applicable) and the Receiving Party, this Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements (beside the said agreement), understandings, or representations, whether written or oral, relating to the Confidential Information.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the date first above written.

[UIDAI]

[Employee/ Third- party Name]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



### **Annexure-III Terms of Reference for the Individual Consultant**

**Title: Hiring of Consultant at UIDAI**

**(Followings are to be filled by the concerned vertical and sent to Administration to initiate hiring process)**

1. Name of the Vertical:
2. Purpose of assignment:
3. Duration:
4. Tasks Related to Assignment:
5. Job Description:
6. Qualifications and Competencies:
  - a) Academic:
  - b) Work experience:



