

Letter No. 7-IT-14-2015/

862 (3740)

Government of Bihar
Department of Information Technology

09/07/2018
Patna/Date -

To,

The Principal Secretary/Secretary
All Departments
Government of Bihar

Subject: On Boarding as Sub-AUAs on the Bihar Aadhaar Authentication Framework (BAAF)

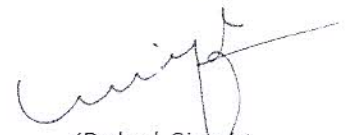
Dear Sir/Madam,

With reference to above mentioned subject, it gives me pleasure to inform that the Department of Information Technology has become AUA & ASA in the UIDAI ecosystem and created a Bihar Aadhaar Authentication Framework to provide the Aadhaar authentication services to all the departments of State of Bihar.

2. Under this framework, various UIDAI services, such as Bulk Verification of collected data against Aadhaar, eKYC Services, integration of Demographic, OTP and Biometric authentication services may be availed free of cost. These services shall be available for the existing application or the applications to be developed at your end.

3. To avail the services the departments, need to register themselves as the Sub-AUA with the department of IT. Therefore, you are requested to follow the attached Sub-AUA On-Boarding Guideline Documents for further process. For the ease of registration, the client departments can also register through Bihar Aadhaar Authentication Portal (<https://baaf.bihar.gov.in>).

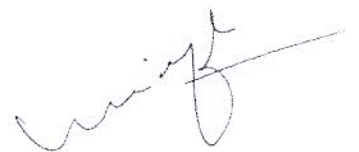
Yours Sincerely,



(Rahul Singh)
Secretary

Enclose: As mentioned

CC to: Chief Secretary- GoB, Managing Director, BELTRON.



(Rahul Singh)
Secretary

MoU for SUB-AUTHENTICATION USER AGENCY (SUB-AUA)

This MoU for SUB AUTHENTICATION USER AGENCY ("MoU") is made as of this ____ day of _____, and year _____, by and between:

1. The Governor of Bihar acting through _____
(Department of Information Technology ,Government of Bihar), having its office at 2nd Floor, Technology Bhawan, Vishweswaraiya Bhawan Campus, Bailey Road, Patna - 800015 , Bihar (hereinafter called the "DIT", which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office, administrators and permitted assigns), OF THE FIRST PART

AND

2. _____
_____, having its address at

_____ (hereinafter referred to as "Sub Authentication User Agency", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), OF THE SECOND PART.

WHEREAS:

DIT has signed agreement with UIDAI to provide AUA / ASA platform for various e-Governance projects of state and central government. Bihar Aadhaar Authentication Framework, DIT has established redundant links with UIDAI Data Centre to provide authentication services which can be used for the e-Governance applications.

Bihar Aadhaar Authentication Framework platform shall mean that the authentication services provided by UIDAI and used by Authentication User Agency where the personal identity information /data of an Aadhaar-holder (who is a beneficiary, customer, employee or associate of the Authentication User agency) is matched with their personal identity information/data that is stored in the UIDAI's Central Identity Data Repository (CIDR).

Following are the two types of authentication services provided by UIDAI:

- A) Authentication services using Biometric/ Demographic/OTP
- B) eKYC service using Biometric/OTP

Authentication using Biometric/ demographic /OTP Information

E-Governance applications can use Aadhaar based Demographic Validation for matching Aadhaar number and the demographic attributes (name, address, date of birth, etc) of a resident.

E-Governance applications can use Biometric based Aadhaar Authentication system to authenticate residents using one of the biometric attributes, either iris or fingerprint or both.

E-Governance applications can use OTP based Aadhaar Authentication system to authenticate residents through One-Time-Password (OTP) which is delivered on resident's mobile number and/or email address registered with UIDAI.

Combination of above methods may also be used based on the requirements.

eKYC service using Biometric / OTP

Service application can use eKYC system of UIDAI to fetch demographic information of the residents using biometric/OTP or both authentication after obtaining the consent of resident.

Responsibilities /obligations of DIT as AUA:

As a signatory to AUA/ASA Agreement, DIT has obligations for all Aadhaar transactions originating from its AUA/ASA, audit, security, logging etc. Few key points are listed below:

UIDAI has made the Authentication services free of charge till now, in future the transactions may or may not be charged for, as it depends on the sole discretion of UIDAI.

- AUA will be solely responsible for the Aadhaar transactions done under AUA/ASA MoUs.
- DIT cannot share eKYC data of the beneficiaries with other agencies for whatsoever purpose. For eKYC services, the Ministries / Depts. / Organizations have to sign e-KYC Service Annexure with DIT.

Responsibilities of Sub-AUA willing to use DIT AUA Platform:

- Ministry / Departments / Organizations willing to use AUA platform of DIT for Aadhaar Authentications Services shall act as Sub-AUA for their application (Ministry / Departments / Organizations are the custodian of residents' data for the services offered by them to the residents).
- All obligations of DIT under AUA/ASA agreement with UIDAI shall be equally applicable to Sub-AUAs (Ministry/Department/Organizations). The management of Sub-AUAs and the corresponding transactions will be under the purview of DIT, which is serving as aggregator of Sub-AUA authentication requests.
- Sub-AUA shall be solely responsible for all transactions originating from their application and devices.
- In the event of Aadhaar Authentication failure for whatsoever reasons, the Sub-AUA may invoke other means of Identity authentication for service provisioning to the Aadhaar Holder, and Sub-AUA shall bear full responsibility for any decision taken in this regard.
- DIT shall not be held responsible for the services offered to residents by the Sub-AUA.
- The application software used by Sub-AUA must follow UIDAI and DIT guidelines including for sending auth XML, registration and identification of Biometric terminals / devices, logging of transaction etc.
- The Sub-AUA shall make appropriate provisions in the application to obtain consent from the Aadhaar holder; for using the Aadhaar number and Biometric information for providing Aadhaar authentication service.
- Sub-AUA will not store residents' biometric data or use it in any form other than the purpose for that was stated in the business scope and agreed with DIT (AUA). Sub-AUA will comply with MoU that would be made with DIT.
- For each Sub-AUA application, DIT will assign a unique code to be included in application's request XML.
- Sub-AUA has to fill the Production Access form for production access of Authentication. Production Access will be granted after minimum 100 successful test transactions in pre-production environment platform.

TERM, TERMINATION AND CONSEQUENCES

- This MoU shall be in force initially for a period of 2 years from the signing date / till date of expiry of DIT Agreement with UIDAI, whichever is earlier, unless renewed by mutual consent, in writing, of the Parties, prior to expiry of this MoU, upon such terms and conditions as may be mutually agreed between the Parties.
- DIT shall have the right to terminate this MoU by giving thirty (30) days' notice, in writing, prior to expiry of the Term, without any protest or demur from the Sub-AUA, in the event of the Authentication User Agency:
 - a) fails to comply with the Standards or the decision and directions issued by UIDAI/DIT, from time to time, with regard to the interpretation and enforcement of the standards and guidelines;
 - b) is in breach of its obligations under this MoU;
 - c) uses the Aadhaar Authentication Services for any other purpose than those specified in Schedule of this MoU;
 - d) is in liquidation, or if a receiver has been appointed in respect of the Authentication User Agency or the Authentication User Agency becomes subject to any form of insolvency administration or files for voluntary liquidation;
 - e) in case of the terminations of AUA/ASA MoU with UIDAI, this Sub-AUA MoU will automatically stand terminated.
- The Sub-AUA shall have no right to seek any compensation for termination of this MoU by DIT, in pursuance of above clauses.
- The Sub-AUA may terminate this MoU by giving 30 days' notice in writing to the DIT and complying with all the exit formalities as laid down by UIDAI/DIT.

FORCE MAJEURE

- The Parties agree that neither of them shall be liable to the other for any loss, delay, damage or other casualty suffered or incurred by the other owing to earthquakes, floods, fires, explosions, acts of God, acts of State, war, terrorism, action of any governmental authority or any other cause, which is beyond the reasonable control of that Party ("**Force Majeure**") and any failure or delay by any Party in the performance of any of its obligations under this MoU owing to one or more of the foregoing causes shall not be considered as a breach of any of its obligations under this MoU. The Parties however agree that any financial failure or non-performance of any financial obligations or covenants of the Parties shall not constitute Force Majeure.

