

INDIA NON JUDICIAL

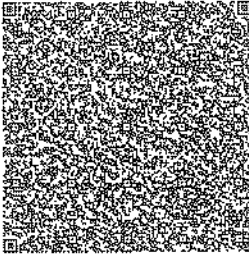
Government of National Capital Territory of Delhi



सत्यमेव जयते

e-Stamp

Certificate No. : IN-DL05952681686791M
Certificate Issued Date : 06-Jan-2014 03:43 PM
Account Reference : IMPACC (IV)/ dl861503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL86150309621583735687M
Purchased by : NIELIT
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NIELIT
Second Party : Not Applicable
Stamp Duty Paid By : NIELIT
Stamp Duty Amount (Rs.) : 100
(One Hundred only)



ORIGINAL ORIGINAL ORIGINAL ORIGINAL
ORIGINAL ORIGINAL ORIGINAL ORIGINAL
ORIGINAL ORIGINAL ORIGINAL ORIGINAL

.....Please write or type below this line.....

This **AGREEMENT** is executed on 07th day January 2014 between **INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY** represented by Shri Suresh Mathur, Senior Joint Director, having its registered office at Parishram Bhavan, 3rd Floor, Basheer Bagh, Hyderabad-500 004 hereinafter referred to as "IRDA" which expression shall, unless the context otherwise requires, include its successors and assigns)

AND

National Institute of Electronics and Information Technology represented by Shri. B.N. Chodhury, Joint Director (P&A) and Registrar (An Autonomous Scientific Society of

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology, Govt. of India have its registered office at Electronics Niketan, 6, CGO Complex, New Delhi – 110 003 herein after referred to as "NIELIT" (which expression shall, unless the context otherwise requires, include its successors and assigns) of the other part

Whereas as per this Agreement executed between IRDA and NIELIT, NIELIT shall conduct the pre licensing examination of the Rural Authorised Person (hereinafter referred to as **RAP**) in the ONLINE mode on the exclusive basis in the locations as specified therein.

WHEREAS as IRDA shall provide Training Course, Study Material and Question Bank to NIELIT for conducting the online examination for RAPs

WHEREAS NIELIT shall ensure required application software to conduct the online examinations, including ISP Hosting services, On-going Software Maintenance and IT Infrastructure support for conducting IRDA Online examinations as detailed in the Agreement

I. DEFINITIONS:

- i. Candidate: A RAP appearing for the pre Licensing examination in the online mode.
- ii. Center: Examination venue where the Infrastructure facility is made available by NIELIT for the conduct of examination
- iii. Locations: Category of Cities as mutually decided as updated from time to time.
- iv. Malpractice: Includes but not limited to Impersonation, Cheating, Non adherence to the rules and procedure by the candidate, forged signature/photo mismatch/usage of chits/mobile phone during exam/ mishandlings / creating disturbance/unnecessary police cases etc. while conducting the online examinations for the candidate.
- v. Offline Examination: Manual paper based pre-licensing examination conducted for candidates.
- vi. Online Examination: Pre-Licensing examination conducted for candidates in the online mode.

II. TERM

This agreement shall be effective from 1st February, 2014 and shall remain in force for a period of five years from the effective date of this agreement unless terminated in accordance with the provisions stipulated in Clause VIII of this Agreement. There shall be lock in period of five years from the effective date of the Agreement during which the Parties shall not be allowed to terminate this Agreement save and except as otherwise stated in Clause VIII (ii) and VIII (iii). The term of this Agreement may be extended further on mutually agreed terms for such additional periods as may be mutually agreed upon amongst the Parties.



III. SCOPE OF THE AGREEMENT

- i. That NIELIT is appointed on an exclusive basis to provide the necessary infrastructure and related scheduling/ proctoring services and to conduct the Online Examinations for the pre licensing examination of the RAP at the locations where NIELIT has ONLINE Exam facility directly or through its subsidiaries or locations as decided by NIELIT. NIELIT may also open new centers at additional locations as requested by IRDA provided a minimum threshold number of 100 candidates per exam cycle per location are available to undertake the online examination
- ii. That the online examinations shall be conducted at the NIELIT locations or any other appropriate centre as identified by NIELIT on the dates declared by NIELIT in its examination schedule, between 9:00 a.m. to 5:30 p.m. except on public holidays. The examination schedule for the quarter will be published in advance on the website of NIELIT and IRDA.
- iii. That the Parties at all times shall ensure that the online examinations are conducted in a fair and transparent manner and that the Parties shall provide each other all the necessary support and guidance as may be required to accomplish the same and work with close coordination.

IV. ROLES AND RESPONSIBILITIES OF EACH PARTY:

i. IRDA

- a. IRDA authorizes NIELIT to conduct the online examinations as outlined in Clause III above, which shall include
 - i. Displaying information regarding the examination schedule on NIELIT's website (www.nielit.gov.in), for information to the candidates about the same.
 - ii. Online Registration of candidates, through an Online application Form on the Website of NIELIT for appearing in the exam. Since developing and implementing Online Registration of candidates may take some time IRDA will ensure that CSC-SPV shall provide information of the candidates to NIELIT in detail as prescribed in Annexure-I,
 - iii. Publish Admit Card of the candidate on NIELIT's website for appearing in the exam
 - iv. Scheduling of the examination,
 - v. Rescheduling of the examination,
 - vi. Cancellation of the examination, if considered necessary
 - vii. Debarring any candidate from appearing in the examination,
 - viii. Displaying information on IRDA's website (www.irdaonline.org), on the schedule for online examinations
 - ix. Conducting the examination in a fair and reasonable manner and exercising such authority in a judicious manner.Any disciplinary action taken by NIELIT would be as per clauses c & d below.
- b. IRDA shall appoint a coordinator who shall be a single point of contact for carrying out its obligations under the agreement.
- c. IRDA in association with NIELIT shall lay down guidelines, business rules and exception handling procedures for the conduct of the online examination including procedure to deal with malpractice by any candidate appearing for the online examination.



- d. IRDA will provide support to NIELIT in taking necessary disciplinary action, if necessary.
- e. IRDA shall keep NIELIT informed of any decision taken by IRDA or any other institution or body that may adversely affect the process of conducting of the examination and shall also co-ordinate with NIELIT in addressing and resolving any issues pertaining to the same.
- f. IRDA shall provide information through its portal (www.irdaonline.org) for information to RAP relating to conduct of pre-licensing online examination for RAPs; examination dates schedules and results as may be required.
- g. IRDA shall provide the Question Bank in prescribed digital format to NIELIT for conducting the online examinations for RAPs as designed and communicated from time to time.

ii. **NIELIT**

- a. NIELIT shall provide infrastructure at all NIELIT locations/centres to conduct the Online Examinations as per the minimum specifications and threshold limits.
- b. NIELIT shall schedule the Online Examination at least once a month at the feasible centres, i.e. minimum 100 candidates per exam centre and provide information on this matter to all the candidates who registered themselves for the exams
- c. NIELIT shall appoint a coordinator who shall be a single point contact for carrying out its obligations under this Agreement.
- d. NIELIT shall, in its portal provide details pertaining to the rules and regulations governing the pre licensing examination, for the benefit of the candidates appearing for the exam.
- e. NIELIT shall allow Candidates to undertake free mock examination online in due course of time.
- f. NIELIT is authorized to collect the fees in respect of the online examinations and shall provide a certified statement of fees collected by them and the results of each examination in the format as mutually agreed to IRDA at the end of each month.
- g. NIELIT shall ensure that Standard Operating Procedure (SOP) adopted for conducting the online examinations are implemented by 1st February, 2014.
- h. NIELIT shall provide the results of the examination and also provide certification to the candidates appearing for the online examinations.
- i. NIELIT shall provide information of the candidates who has passed the examination to CSC-SPV in detail as prescribed in Annexure-II.



V. COMMERCIALS:

The Parties agree that they shall follow the following commercial arrangement:

- i. With effect from the date of implementation of the examination under pre licensing syllabus for RAPs (prepared by Insurance Institute of India and approved by IRDA), NIELIT would charge each candidate appearing in the examination a fee of Rs. 250/- (inclusive of service tax)/- per paper per online examination. NIELIT shall retain the said sum of Rs.250/- towards providing services under this agreement. NIELIT will provide quarterly statement of number of candidates appeared for examination within 7 days of the end of each quarter.
- ii. Any statutory levies or taxes shall be collected from RAP and remitted to the statutory authorities by NIELIT in addition to the examination fee charged.
- iii. The fee paid by the trained candidates who have registered with NIELIT for the online examination shall not be cancelled or modified and the fees once paid shall not be refunded.

VI. REPRESENTATIONS AND WARRANTIES

- i. The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement and to grant the right to NIELIT under the terms of this agreement to conduct the online examinations and such permission is not in conflict with any order/directive or any instruction, if any, issued by IRDA to any other individual/person/authority.
- ii. It is clearly understood by the parties hereto that any decision taken by IRDA in its capacity as Insurance Regulator shall be binding on the other party of the agreement and nothing in this agreement shall compromise on the IRDA's right to such actions.
- iii. It is clearly understood by the parties hereto that any decision taken by NIELIT in its capacity as Examination Body shall be binding on the other party of the agreement and nothing in this agreement shall compromise on the NIELIT's right to such actions.

VII. LIMITATION OF LIABILITY AND INDEMNITY

- i. Under no circumstance NIELIT's liability to the candidate shall exceed the amount of the fees received for the online examination.
- ii. In case NIELIT is not able to conduct the online examination for any session /schedule for any reason save and except in the event of any force majeure, NIELIT shall be responsible for providing re-examination facility without any charge to the candidates on a rescheduled date/time.
- iii. In no event, shall any Party be liable to the other for any special, indirect, incidental, punitive, contingent or consequential loss or damages suffered by any Party, including but not limited to a loss of use, data, business, anticipated savings, profit, reputation, goodwill or revenue, arising out of or in connection with this Agreement executed in pursuance hereof, and whether such liability arises from any claim based upon contract, warranty, tort, product liability, performance thereof or otherwise and whether or not the Party has been advised of the possibility of such loss or damages.



VIII. TERMINATION


- i. This agreement shall be effective from the date of execution and shall remain in force for a period of five years from the effective date (1st February, 2014), unless terminated in accordance with the relevant provisions of this agreement. The term of this agreement may be extended for such additional periods on mutually agreed terms between the parties
- ii. That the agreement shall stand immediately terminated if any of the party becomes insolvent, makes a general assignment to the benefit of creditors, suffers or permits the appointment of a receiver or is subject to any proceeding under any bankruptcy law, or has wound up or liquidated.
- iii. That any termination of this agreement, by whatsoever reason, shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- v. Notwithstanding anything contained in contrary, this agreement can be terminated by either party by giving a six months notice in writing in advance to the other party to this agreement.

IX. CONFIDENTIALITY

- i. The Parties hereto shall at all times maintain and keep secret and confidential all Information and shall not disclose or divulge the same or any part thereof to any Third Party without the prior written consent of either Party in that behalf. However IRDA reserves the right to call for any information from NIELIT in respect of this agreement.
- ii. Any matter relating to Right to Information in respect of the Online Examinations will be dealt with by the organization who is the owner of the information

X. FORCE MAJEURE

- i. Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, terrorist attack, war declared and undeclared) provided however that any delay by a sub-contractor or supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the sub-contractor or supplier concerned.
- ii. Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the online circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law)



XI. WAIVER OF REMEDIES

No forbearance, delay or indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and each such right, power or remedy shall be cumulative. However NIELIT and IRDA reserves the right to act appropriately in the larger interest of all stakeholders.

XII. ASSIGNMENT

Neither party shall assign any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business of NIELIT In such an eventuality all the rights and obligations shall automatically be vested with the entity with which the NIELIT has been merged or is taken over.

XII. ENTIRE AGREEMENT

This agreement supersedes other prior agreements, arrangements and undertakings exchanged between the parties in relation to pre-licensing - examination of RAPs and constitutes the entire Agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorized representative of each of the parties.

XIV. SEVERABILITY AND WAIVER

The various provisions and sub provisions of this agreement are severable and if any provision or sub provision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability shall not affect the validity or enforceability of the remaining provisions or sub provisions or parts thereof in this agreement.

XV. NOTICES

All notices, request, consents or other communications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be sent by Registered Post with acknowledgement due, Speed post or by courier.



XVI. ARBITRATION

In case of any dispute arising out of this Agreement, the same shall be referred to Arbitration by any arbitrator mutually appointed by NIELIT and IRDA. The applicable law for arbitration will be, The Arbitration and Conciliation 1996 or any of its statutory modifications or enactments thereof for the time being in force.

The place of Arbitration shall be New Delhi, Delhi State, India for the purposes of this Agreement and the Award shall be binding on the parties. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The Courts situated in New Delhi, Delhi State, India shall have the jurisdiction.

Notwithstanding the foregoing, NIELIT and IRDA may apply to any court of competent jurisdiction, in respect of any matter relating to a violation of any terms of this Agreement, seeking legal and equitable remedies.

XVII. JURISDICTION & GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of India and would come under the exclusive jurisdiction of the Courts in New Delhi, Delhi State, India.

This Agreement shall be executed in duplicate and the original copy of the agreement to be retained by either party to this Agreement.

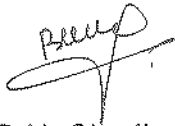
Any common cost incurred for the execution of this agreement shall be borne by the parties to this agreement equally



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written and the authorized representative of each of the parties hereto have set and subscribed their respective hand and seal to these present the day and year first herein above written



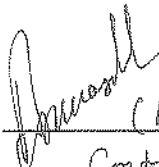

Shri. Suresh Mathur,
Senior Joint Director
INSURANCE REGULATORY AND DEVELOPMNNT AUTHORITY
ParishramBhavan, 3rd Floor,
Basher Bagh,
Hyderabad- 500 004



Shri B.N. Chodhury,
Joint Director (P& A) & Registrar,
National Institute of Electronics and Information Technology
Electronics Niketan,
6, CGO Complex, Lodhi Road
New Delhi - 110 003

Place: New Delhi
Date: 07th January, 2014

Witness:

1.  (ANURAG SHAH)
Controller of Examinations
2.  (D.D. SINGH)
Member IRDA
Hyderabad.

S.NO.	Field Name	Type	Max Length
1	VLE OMT ID	Alphanumeric	11
2	PAN	Alphanumeric	10
3	Aadhar Number of the VLE if allotted	Numeric	20
4	VLE Name	Alphanumeric	40
5	Permanent Address	Alphanumeric	40
6	Line2	Text	40
7	Village	Text	20
8	District	Selection	20
9	City	Selection	20
10	Pin Code	Number	6
11	Correspondence address	Alphanumeric	40
12	Add1	Alphanumeric	40
13	Add2	Alphanumeric	40
14	District	Selection	20
15	City	Selection	20
16	Pin code	Number	6
17	State	Selection	20
18	CSC Center Code	Alphanumeric	11
19	CSC center location	Alphanumeric	24
20	Father's Name	Alphanumeric	40
21	Mother's Name	Alphanumeric	40
22	SCA Name	Alphanumeric	40
23	SCA Code	Alphanumeric	10
24	Date of Birth	Selection (Date)	8
25	Gender	Selection	1
26	Qualification	Selection	21
27	Occupation	Selection	21
28	Nationality	Alphanumeric	10
29	Date of enrolment as VLE: DD-MM-YYYY	Numeric	8
30	EMAIL	Alphanumeric	22
31	Mobile Number	numeric	10
32	Landline number	numeric	10
33	Differently Abled Person (PHVI)	Selection	21
34	Category (GEN/SC/ST/OBC)	Selection	21
35	Previously Applied	Selection	1
36	Centre Choice_option_I	Alphanumeric	40
37	Centre Choice_option_II	Alphanumeric	40
38	Exam Language	Alphanumeric	12

S.NO.	Field Name	Type	Max Length
1	ROLL NO	Alphanumeric	20
2	VLE OMT ID	Alphanumeric	11
3	PAN	Alphanumeric	10
4	Aadhar Number of the VLE if allotted	Numeric	20
5	VLE Name	Alphanumeric	40
6	Permanent Address	Alphanumeric	40
7	Line2	Text	40
8	Village	Text	20
9	District	Selection	20
10	City	Selection	20
11	Pin Code	Number	6
12	CSC Center Code	Alphanumeric	11
13	CSC center location	Alphanumeric	24
14	Father's Name	Alphanumeric	40
15	SCA Name	Alphanumeric	40
16	SCA Code	Alphanumeric	10
17	Date of Birth	Selection (Date)	8
18	Gender	Selection	1
19	Qualification	Selection	21
20	Nationality	Alphanumeric	10
21	Date of enrolment as VLE: DD-MM-YYYY	Numeric	8
22	EMAIL	Alphanumeric	22
23	Mobile Number	numeric	10
24	Examination Center Name	Alphanumeric	41
25	Examination Center Location	Alphanumeric	10
26	Date of Examination DD-MM-YYYY	Numeric	8
27	Exam Language	Alphanumeric	12