

MEMORANDUM
OF
UNDERSTANDING
BETWEEN

AND

NSDL DATABASE MANAGEMENT LIMITED

This agreement is entered into **By and Between:**

1

Department of _____, Government of _____ having its office at _____ (hereinafter referred to as "Entity" which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the **ONE PART**;

AND

2

NSDL DATABASE MANAGEMENT LIMITED (a wholly owned subsidiary of the National Securities Depository Limited), a Company incorporated under the Companies Act, 1956 and having its Registered Office at 4th Floor, Trade World, 'A' Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel Mumbai - 400 013 (hereinafter referred to as "**NDML**" which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the **OTHER PART**;

(NDML and (*Entity name*) are hereinafter collectively referred to as "the Parties" and severally as "the Party")

WHEREAS

(a) The Entity is the Department of _____, Government of KERALA that provide various services to citizens through online mode. The entity is desirous of entering into agreement for availing payment gateway services for the website [http:// _____](http://_____) which is owned/ operated/maintained by _____ Department.

(b) NDML is a wholly owned subsidiary of the National Securities Depository Limited, the largest depository in India. NDML is a total solution provider, offering Integrated Services, covering Information Technology, Process Design, Operations and Administrative Infrastructure especially in the area of e-governance.

(c) NDML has already entered into an agreement with the Government of Kerala for availing these services which governs Kerala State IT Mission, Department of Information Technology (Government of Kerala) also (hereinafter referred to as the "Main Agreement"). The main agreement enables additional departments who are interested in availing the payment gateway services to avail the said services by signing a Memorandum of Understanding (MOU).

(d) The Entity is desirous of availing the facilities as mentioned in the Main Agreement and agree to be bound by all the terms and conditions therein and all the necessary amendments made thereto from time to time and NDML has agreed to provide the same on the terms and conditions as mentioned in the Main Agreement;

(e) The Parties hereto are desirous of executing this MOU agree that the signing of this MOU shall bind the parties with the Clauses as mentioned of the Main Agreement and the said MOU;

(f) The Entity and NDML agree that the certain terms and conditions contained in the Main Agreement shall be read as below for the purpose of Interpretation and shall be binding upon the parties to this MOU:

THE PARTIES HEREBY AGREE AS FOLLOWS:

DEFINITIONS

Clause 1.22. Entity Website

Shall mean the website with the domain name http://_____/ established by the Entity for the purposes of enabling its Citizens, inter alia, to place orders for purchase of goods and services through the Internet, and the content of which is controlled and owned by Entity.

Clause 18.11. Notices

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by overnight courier service, or facsimile to the addresses and numbers specified as follows or to such other addresses and numbers as may be specified in writing to the Parties in the manner provided in this clause:

In the case of NDML to: Sameer Gupte Senior Vice President NSDL Database Management Limited 4th Floor, Trade World, 'A' Wing, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013. Fax No.: _____ Email Id.: _____	In the case of Entity to: Authorised Officer (Entity name) _____ _____ _____
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Notice will be deemed given:

- a. in the case of hand delivery or registered mail or overnight courier upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving party;
- b. in the case of facsimile upon completion of transmission as long as the sender's facsimile

machine creates and the sender retains a transmission report showing successful transmission. Provided that in case of the date of receipt not being a business day, notice shall be deemed to have been received on the next business day. Provided further that in case of a notice being forwarded by facsimile, a copy of the notice shall also be forwarded by hand delivery, registered mail or overnight courier services.

Either Party may change the address for notice by giving notice to the other Party as provided herein.

Nothing in the aforesaid clauses shall affect any communication given by way of the Internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the services.

In WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year herein above written.

SIGNED for and on behalf of

(Entity name)

By Shri

Signature_____

SIGNED for and on behalf of

**NSDL Database Management Limited
(NDML)**

By Shri

Signature_____