

MEMORANDUM OF UNDERSTANDING



Ministry of Cooperation | सहकारिता मंत्रालय
Government of India | भारत सरकार



इलेक्ट्रॉनिक्स एवं
सूचना प्रौद्योगिकी मंत्रालय
MINISTRY OF
ELECTRONICS AND
INFORMATION TECHNOLOGY



**Primary Agricultural Credit Societies
(PACS) to deliver e-services as provided
by Common Service Centres (CSC)**

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

MINISTRY OF COOPERATION, GOVERNMENT OF INDIA

(Hereafter referred to as "MOC" in this MOU)

AND

**MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY,
GOVERNMENT OF INDIA**

(Hereafter referred to as "MEITY" in this MOU)

AND

NATIONAL BANK FOR AGRICULTURE & RURAL DEVELOPMENT

(Hereafter referred to as "NABARD" in this MOU)

AND

CSC E-GOVERNANCE SERVICES INDIA LIMITED

(Hereafter referred to as "CSC – SPV" in this MOU)

**to Enable Primary Agricultural Credit Societies (PACS) to deliver E-
Services as provided by Common Service Centres**

MOU Between MOC, MEITY, NABARD & CSC-SPV

This **Memorandum of Understanding (“MoU”)** entered into on the **2nd day of the month of February in the Year 2023 (“Effective Date”)**.

BETWEEN

Ministry of Cooperation, Government of India (MOC)

AND

Ministry of Electronics and Information Technology, Government of India (MEITY)

AND

National Bank for Agriculture and Rural Development (NABARD), a body corporate established under the National Bank for Agriculture and Rural Development Act, 1981. NABARD is a development financial institution with a mission to promote sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity. It has the mandate to provide and regulate credit for agriculture and integrated rural development.

AND

CSC e-Governance Services India Limited (CSC-SPV), a company incorporated under the Companies Act, 1956, to serve as a Special Purpose Vehicle (SPV) under an initiative of the Ministry of Electronics and Information Technology (MeitY), Government of India, to support the Common Service Centre (CSC) network as an integrated service delivery channel for transmission of public and private services, information and knowledge to citizens and enterprises.

The entities mentioned above shall hereinafter be individually referred to as “Party” and collectively referred to, as the “Parties” and shall, unless repugnant to the context or meanings thereof, be deemed to include their administrators, successors and permitted assigns.

WHEREAS

Ministry of Cooperation (MOC), Government of India, has the mandate to strengthen the cooperative movement in the country and deepen its reach up to the grassroots; promote cooperative-based economic development model, including the spirit of responsibility among its members to develop the country; and to create appropriate policy, legal and institutional framework to help cooperatives realise their potential.

Ministry of Electronics and Information Technology (MeitY) is mandated to, inter alia, provide for policy matters relating to information technology, electronics and internet; promote internet, IT and IT enabled services; undertake initiatives for development of hardware/software industry including knowledge-based enterprises, measures for promoting IT exports and competitiveness of the industry.

NABARD promotes sustainable and equitable agriculture and rural development through participative financial and non-financial interventions, innovations, technology and institutional development for securing prosperity. It refinances Primary Agricultural Credit Societies (PACS) through District Central Cooperative Banks (DCCBs) and State Cooperative Banks (StCBs).

CSC e-Governance Services India Limited (CSC-SPV) is a company incorporated under the Companies Act, 1956, to serve as a Special Purpose Vehicle (SPV) under an initiative of Government of India, to support the Common Service Centre (CSC) network as an integrated service delivery channel for transmission of public and private services, information and knowledge to citizens and enterprises. It enables a range of services to be delivered through CSCs which are owned and maintained by Village Level Entrepreneurs (hereinafter referred to as VLEs), who are front-end service delivery points in rural India, connected either by broadband or through internet, for offering relevant Government to Citizen (G2C), Business to Citizen (B2C), Business to Business (B2B), Education, Skill and other services to rural citizens. VLEs are independent entrepreneurs who work on a franchisee model with the CSC-SPV and deliver various services to citizens through the CSC-SPV's Digital Seva Portal, as per the terms and conditions of the portal.

AND WHEREAS MOC & MeitY agree to implement the project through **NABARD & CSC-SPV** through their Roles and Responsibilities agreed hereunder this MOU, which envisages providing citizen-centric services, as currently provided by CSCs, through Primary Agricultural Credit Societies (PACS) / Large-sized Agricultural Multipurpose Cooperative Societies (LAMPS) at the village/Panchayat level. Any other primary cooperative society similar to PACS/LAMPS will also be covered under this project.

NOW THEREFORE, in consideration of the mutual promises, covenants, and warranties set forth hereinafter, the Parties agree to enter this MOU on following terms and conditions:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 **Digital Seva Portal:** The e-platform maintained by CSC-SPV for enabling delivery of services to be provided by CSC and presently www.digitalseva.csc.gov.in
- 1.2 **G2G:** Government to Government Services. It includes government data digitization and various data entry work to be provided through CSC Centers.
- 1.3 **G2C:** Government to Citizen Services. To be provided to citizens through CSCs.
- 1.4 **LAMPS:** Large-sized Agricultural Multipurpose Cooperative Societies. They are primary cooperative societies functioning in the tribal areas of the country.
- 1.5 **MIS:** Management Information System. It is the report structure which helps user and management level to view and evaluate data as per defined terms.
- 1.6 **PACS:** Primary Agricultural Credit Societies. They are the lowest-tier of the rural cooperative credit structure in the country, which provides various services to the farmer members such as supply of fertilizer, seeds, pesticides, etc.
- 1.7 **VLE:** Village Level Entrepreneur. A self-employed entrepreneur with prescribed qualifications & experience, chosen through a selection process by CSC-SPV, to manage the functions & activities of CSC in the assigned Panchayat area.

2. SCOPE & OBJECT OF MOU

The Parties have entered in this MOU with the following Scope & Object:

- 2.1 Registering PACS / LAMPS as CSCs, to enable them to provide the services that are onboarded on the Digital Seva Portal;
- 2.2 Supporting and facilitating integration of the e-platform used or to be used by PACS / LAMPS with UIDAI, NPCI, CSC-SPV and other similar organizations to provide sound infrastructure for providing various services, including payment and settlement system to them;
- 2.3 Training and Capacity Building of PACS / LAMPS; and

- 2.4 Any Other Act incidental and ancillary to the Main object mentioned Supra.

3. FRAMEWORK OF COLLABORATION FOR MOU

- 3.1 **MOC** shall facilitate and extend support in all necessary acts required for coordination with Ministries/Departments concerned, State Governments and Registrar of Cooperative Societies (RCSs) to issue guidelines/advisories, as and when required, for the Scope & Object mentioned in Para 2 of this MOU.
- 3.2 **MEITY** shall support CSC-SPV in achieving the object of the MoU. It will assist in effecting coordination with Ministries / Departments concerned and other stakeholders, including State Governments / UT Administrations.
- 3.3 **NABARD** shall be responsible for implementation of the Centrally Sponsored Project for Computerization of PACS under the guidance and directions of National Level Monitoring and Implementation Committee and Ministry of Cooperation. NABARD, through the Short Term Cooperative Credit Structure (STCCS), shall make the members of PACS aware of the business opportunities available to PACS by leveraging the assets created under the computerization project. In respect of PACS which are amenable to taking up the role of a CSC under the guidance of CSC-SPV, NABARD shall, through the StCBs, share details with CSC-SPV to take the initiative with the PACS forward.
- 3.4 **CSC-SPV** shall undertake training/ capacity building and handholding of PACS/LAMPS personnel for implementation of the project. It shall enroll and register PACS/LAMPS as Common Service Centers (CSC) through the support of State Registrar of Cooperative Societies (RCSs).

4. FINANCIALS

- 4.1 The commercial / financial terms for various activities / programs shall be at mutually agreed terms and conditions in writing for implementation of this MOU.

5. EFFECTIVE DATE / TERM / TENURE

- 5.1 This MoU shall come into effect from the date of signing of this MoU and shall be valid and effective until terminated by the parties by mutual consent.

6. CONFIDENTIALITY & NON-DISCLOSURE

- 6.1 The Parties agree not to disclose any confidential information unless required by law and except for performance of the services/obligations under this MOU. Confidential information disclosed by a Party shall be used by the receiving Party solely for the purpose of complying with this MOU, and not for any other purpose.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Parties hereto will respect each other's intellectual property rights in their respective brands, logos, etc. during the entire term of this MOU and even after expiry thereof. Neither party shall use the logo(s) and/or trademarks of the other, unless authorized and permitted by proprietor in writing of such logos and trademarks, only to meet with the purpose of this MOU.

8. ROLES & RESPONSIBILITIES OF MOC

- 8.1 MOC shall facilitate and provide necessary support, as may be required for the Project, to achieve the objects of the MOU, including:
- a. Coordinating with Ministries/Departments concerned of Government of India for G2G services;
 - b. Coordinating with State Governments/UT Administration through NABARD;
 - c. Providing necessary guidelines and support to NABARD as per requirement; and
 - d. Monitoring of the project through NABARD to ensure its effective implementation.

9. ROLES & RESPONSIBILITIES OF MEITY

- 9.1 To support CSC-SPV in achieving the object of the MoU, MeitY will assist in effecting coordination with other stakeholder Ministries and State Governments.

10. ROLES & RESPONSIBILITIES OF NABARD

- 10.1 Supporting CSC-SPV in training of all members, representatives, employees of identified active PACS / LAMPS at the State / District level through StCBs / DCCBs;

- 10.2 Providing data, information, MIS related to this MOU to CSC-SPV in a mutually agreed period in a mutually agreed format;
- 10.3 Facilitating and supporting PACS / LAMPS through StCBs / DCCBs with required infrastructure, if needed, to start a CSC, like laptop, printer, mouse, web camera, power backup, finger print device, internet connectivity, software licenses, etc;
- 10.4 Providing guidance on the business aspects to PACS/LAMPS; and
- 10.5 Undertaking all other measures necessary for successful implementation of the project duly consulting all the stakeholders;
- 10.6 Ensuring that the National Level PACS Software is integrated with CSC portals and therefore all other PACS / LAMPS will also get access to the available services after CSC IT integration;
- 10.7 Undertaking all matters necessary for the successful implementation of the project for computerization of PACS/ LAMPS, which will help them onboard to the CSC scheme as CSCs in due course.

11. ROLES & RESPONSIBILITIES OF CSC-SPV

- 11.1 Nominating a nodal officer each at State and Central level to coordinate with all stakeholders for delivery of its roles and responsibilities as per this MOU;
- 11.2 Registering and onboarding all active PACS/LAMPS on Digital Seva Portal within 12 months from the effective date of this MOU;
- 11.3 Arranging trainings related to CSC at the State/District level with the help of NABARD and State / UT RCSs for all nominated members, representatives, employees of the identified PACS/LAMPS, including working out the training mechanism, content, periodicity, duration, etc;
- 11.4 Providing all necessary support and facilitating integration of CSC-SPV's Digital Seva Portal with existing digital platform including National Level Software and National Data Repository to be maintained and created by NABARD;
- 11.5 Enabling registered PACS/LAMPS to function as CSC to provide all G2C and B2C services, including becoming Banking Correspondent and supporting in integration of Banking portal with DCCBs/StCBs in collaboration with UIDAI and NPCI to enable interoperability in banking operations, agri inputs, farm implements & cattle feed supply services, inter and intra-State trading facility in agri produce for PACS/LAMPS, and arrange credit linkage facilities, financial module regarding loan, KCC, etc. available on Digital Seva Portal;
- 11.6 Providing a daily monitoring system and information regarding statutory compliances to be complied with by PACS / LAMPS;

- 11.7 Supporting NABARD in making this initiative popular through CSC portals, websites, apps, workshops and other awareness campaigns including newsletters and CSC communications;
- 11.8 Allowing NABARD and PACS/LAMPS to use and display the logo of CSC e-Governance Services India Limited; and
- 11.9 Ensuring close coordination with NABARD, Ministry of Cooperation, Ministry of Electronics and Information Technology and State RCSs for smooth supply of services, products or goods dealt by virtue of this MOU by NABARD through CSC-SPV platform;
- 11.10 CSC-SPV shall, approach PACS through the StCBs/ DCCBs to create awareness about the CSC scheme and to obtain their consent for joining the CSC scheme.

12. NOTICE

- 12.1 Any notice, request or consent required or permitted to be given or made pursuant to this MOU, shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in this MOU.
- 12.2 Every Stakeholder Party agrees and shall appoint a nodal person for coordination of various activities for implementation.
 - 1. MOC: Name – Shri Pankaj Kumar Bansal
Designation – Joint Secretary (CD / CTP)
Contact No. – 011 - 20849016
E-mail Id – jscd-cooperation@gov.in
 - 2. MEITY: Name – Shri Sushil Pal
Designation – Joint Secretary
Contact No. – 011 - 24363071
E-mail Id – spal.1999@meity.gov.in
 - 3. NABARD: Name – Shri J S Upadhayay
Designation – Chief General Manager
Contact No. – 022 - 68120044
E-mail Id – js.upadhayay@nabard.org
 - 4. CSC-SPV: Name – Dr. Puran Singh
Designation – Principal Consultant & Head (Agri Business)
Contact No. – 9467912893
E-mail Id – puran.singh@csc.gov.in

13. DISPUTE RESOLUTION

13.1 In case any dispute or difference arises between the Parties, then the Parties shall promptly and in good faith, negotiate with a view to amicably settle the dispute.



14. MISCELLANEOUS

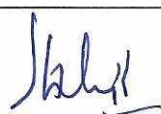
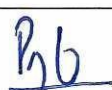
14.1 Neither this MOU nor any provision hereof is intended to confer upon any person/s other than the Parties to this MOU, any rights or remedies hereunder.

14.2 **Modification:** Any modification or variation of the terms and conditions of this MOU, including any modification or variation of the scope of framework of collaboration, may only be made by written document incorporating such modification or variation between the Parties and signed by the Authorized representatives of each Party. However, each Party shall give due consideration to any proposal(s) for modification or variation made by the other Party(ies).

IN WITNESS WHERE OF all the Parties have hereunto set and subscribed their hands and seals, on the **2nd day of the month of February in the year 2023.**

For Ministry of Cooperation	For Ministry of Electronics and Information Technology
Signature: 	Signature: 
Name: Gyanesh Kumar Designation: Secretary, Ministry of Cooperation Date & Place: 2.2.2023, New Delhi	Name: Alkesh Kumar Sharma Designation: Secretary, Ministry of Electronics and Information Technology Date & Place: 2.2.2023, New Delhi

For NABARD	For CSC e-Governance Services India Limited
Signature: 	Signature: 
Name: Shaji K V Designation: Chairman, NABARD Date & Place: 2.2.2023, New Delhi	Name: Sanjay Kumar Rakesh Designation: Chief Executive Officer, CSC-SPV Date & Place: 2.2.2023, New Delhi

Witnesses	
1.	 Name & Designation: SANDEEP KUMAR SINGH, DS, MINISTRY OF COOPERATION
2.	 Name & Designation: PRAVIN R. CHANDEKAR, SIF, MP ELECTRONICS & IT