

**പതിനാലാം കേരള നിയമസഭ**  
**പത്താം സമ്മേളനം**  
**നക്ഷത്രചിഹ്നമിടാത്ത ചോദ്യം നമ്പർ 1944**  
**08.03.2018 ലെ മറുപടിയ്ക്ക്**

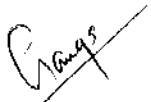
**പങ്കാളിത്ത പെൻഷൻ പദ്ധതി**

**ചോദ്യം :**  
**ശ്രീ.കെ.വി.വിജയദാസ്**  
**എം.എൽ.എ**

**ഉത്തരം :**  
**ഡോ.തോമസ് ഐസക്**  
**(ബഹു. ധനകാര്യ വകുപ്പ് മന്ത്രി)**

	ചോദ്യം	ഉത്തരം
എ	2011-16 കാലയളവിൽ കേരളം ഭരിച്ചിരുന്ന സർക്കാർ പി.എഫ്.ആർ.ഡി.എ-യുമായി എം.ഒ.യു ഒപ്പു വെച്ചതിന്റെ ഭാഗമായി നിലവിൽ വന്ന പങ്കാളിത്ത പെൻഷൻ പദ്ധതിയുമായി ബന്ധപ്പെട്ട് കേരളത്തിന് സ്വമേധയാ പ്രസ്തുത എം.ഒ.യു-വിൽ നിന്ന് പുറത്ത് വരുവാൻ കഴിയുമോ; ഇല്ലെങ്കിൽ അതു കൊണ്ടാണോ കേരളത്തിന് തനതായി സ്റ്റാറ്റൂട്ടറി പെൻഷൻ പുന:സ്ഥാപിക്കാൻ കഴിയാത്തത്; വിശദാംശം നൽകുമോ,	പി.എഫ്.ആർ.ഡി.എ ആക്ടിന്റെ അടിസ്ഥാനത്തിൽ കേന്ദ്ര സർക്കാരും മറ്റ് സംസ്ഥാന സർക്കാരുകളും നടപ്പാക്കിയതിനെത്തുടർന്നാണ് 01.04.2013 മുതൽ സംസ്ഥാനത്ത്, സർക്കാരിന്റെ നയപരമായ തീരുമാന പ്രകാരം, പങ്കാളിത്ത പെൻഷൻ പദ്ധതി നടപ്പാക്കി ഉത്തരവ് പുറപ്പെടുവിച്ചത്. പദ്ധതി നടപ്പാക്കിയതിനെത്തുടർന്ന് എൻ.എസ്.ഡി.എൽ, എൻ.പി.എസ് ട്രസ്റ്റ് എന്നിവരുമായി സർക്കാർ കരാറിൽ ഒപ്പു വെച്ചിട്ടുണ്ട്. കരാറുകളുടെ പകർപ്പുകൾ അനുബന്ധമായി ചേർക്കുന്നു.
ബി	പി.എഫ്.ആർ.ഡി.എ -യുമായി കേരളം ഒപ്പിട്ട എം.ഒ.യു-ന്റെ വിശദവിവരങ്ങൾ നൽകുമോ;	എൻ.എസ്.ഡി.എൽ, എൻ.പി.എസ് ട്രസ്റ്റ് എന്നിവരുമായി ഒപ്പു വെച്ച കരാറുകളുടെ പകർപ്പുകൾ അനുബന്ധമായി ചേർത്തിട്ടുണ്ട്.

സി	<p>ഈ പ്രശ്നം എപ്രകാരം പരിഹരിക്കുവാനാണ് സർക്കാർ ഉദ്ദേശിക്കുന്നതെന്ന് വെളിപ്പെടുത്തുമോ</p>	<p>പങ്കാളിത്ത പെൻഷൻ പദ്ധതിയുമായി ബന്ധപ്പെട്ട പ്രശ്നങ്ങൾ സർക്കാർ വിശദമായി പരിശോധിച്ച് ഉചിതമായ തീരുമാനം കൈക്കൊള്ളുന്നതാണ്.</p>
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 സെക്ഷൻ ഓഫീസർ



കേരളം KERALA

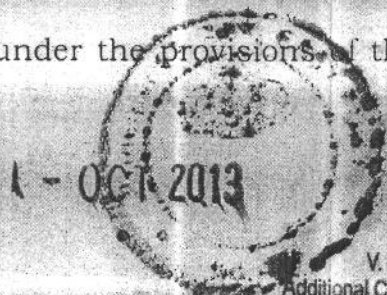
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**AGREEMENT BETWEEN THE STATE GOVERNMENT OF  
KERALA AND THE NATIONAL PENSION SYSTEM TRUST**

This Agreement is made on this **Friday, 11<sup>th</sup> October 2013** at Thiruvananthapuram between the Governor of Kerala (hereinafter referred to as Government of Kerala which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) represented by **Sri. V. Somasundaran IAS, Additional Chief Secretary to Government of Kerala, Finance Department of the ONE PART**

**AND**

**The National Pension System Trust (earlier New Pension System Trust)** established under the provisions of the Indian Trust Act, 1882 vide



V. SOMASUNDARAN  
Additional Chief Secretary (Finance & IT)

For National Pension System (NPS) T

Nagendra Prasad  
Chief Executive Officer, Trustee

Receipt No : 1678275/2017/FIN-PEN-A duly registered Trust Deed on 27.02.2008 (hereinafter called "NPS Trust"

which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns) acting through its Trustees, duly represented by **Shri. Nagendra Bhatnagar, Chief Executive Officer & Trustee** of the National Pension System Trust having its office for the time being at 1<sup>st</sup> Floor ICADR Building, Plot No.6, Vasant Kunj Institutional Area, Phase II, New Delhi-110070 of the **OTHER PART**.

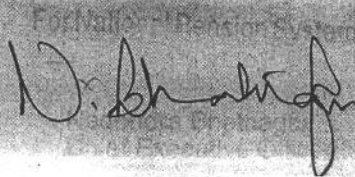
**WHEREAS** the Central Government has introduced the National Pension System (NPS) with effect from 01 January 2004. The NPS covers, at present, new entrants to Central Government services (excluding Armed Forces) and services of some State Governments. From 1<sup>st</sup> April 2009 Pension Fund Regulatory and Development Authority (PFRDA) has extended NPS to all citizens of India.

**AND WHEREAS** Pension Fund Regulatory and Development Authority (PFRDA) has been established by Government of India vide resolution dated 10<sup>th</sup> October 2003 and 14<sup>th</sup> November 2008 to promote old age income security by establishing, developing and regulating pension funds, to protect the interests of beneficiaries to schemes of pension funds and for matters connected therewith or incidental thereto.

**AND WHEREAS** Pension Fund Regulatory and Development Authority being the regulator for the NPS has been authorized by the Central Government to appoint/establish various intermediaries in the system, such as, Central Record Keeping Agency (CRA), Pension Funds (PFs), Trust for the NPS, Custodians, Trustee Bank etc. Accordingly, in pursuant to the



V. SOMASUNDARAN



For NPS - Pension System (NPS) Trust

Receipt No : 16/8275/2017/FIN-PRD-1 Government vide letter **D.O. No.5(75)/2006-ECB&PR**

**dated 24<sup>th</sup> April 2007**, PFRDA has established NPS Trust, as per the provisions of the Indian Trust Act, 1882, and the NPS Trust Deed as executed by the settler (PFRDA) deals with the powers and functions of the NPS Trust under the NPS Architecture. PFRDA has also appointed the various intermediaries under the NPS architecture detailing their respective roles and interplay under the NPS.

**AND WHEREAS** under the NPS, the option of joining the new system is available to the State Governments. The NPS Architecture, evolved and worked out by the PFRDA under the NPS is capable of accommodating the various State Governments' request to joining the NPS, within the overall framework of the Pension Architecture as devised by **Pension Fund Regulatory and Development Authority**

**AND WHEREAS** the Government of Kerala has implemented NPS in the State vide **G.O. (P) No. 20/2013/Fin Dated 07.01.2013 read with G.O (P) No. 208/2013/Fin Dated 07.05.2013** for all employees appointed on or after 01.04.2013 to whom Part III, Kerala Service Rules would have been applicable otherwise and be governed in toto by the NPS Pension Architecture and other regulatory parameters, directions, guidelines, etc. issued from time to time.

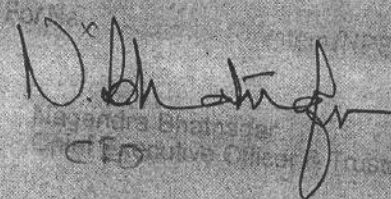
**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. The Government of Kerala hereby agrees and confirms that it has unequivocally decided to exercise its option of joining the NPS for State employees appointed on or after 01.04.2013 to whom Part III

3



V. SOMASUNDARAN  
Additional Chief Secretary (Finance & IT)




D. Dharmalingam  
Executive Officer, Trust

Receipt No : 1678275/2017/FIN-PEN-A Kerala Service Rules would have been applicable otherwise as clearly ordered vide **G.O. (P) No. 20/13/Fin. dated, 07.01.2013 read with G.O (P) No. 208/2013/Fin Dated 07.05.2013.**

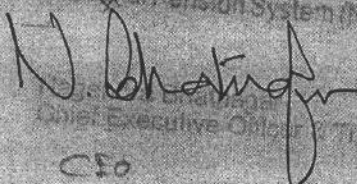
2. The Government of Kerala hereby, agrees and confirms to be bound and governed in toto by the NPS Architecture and other parameters, directions, regulations, guidelines etc. as may be issued from time to time.
3. The Government of Kerala, hereby, confirms that it has fully understood the NPS Architecture and the respective roles and functions of the various intermediaries under the NPS and agrees to adhere to the same consequent upon joining the NPS for State employees appointed on or after 01.04.2013 to whom Part III Kerala Service Rules would have been applicable otherwise as clearly ordered vide **G.O. (P) No. 20/13/Fin. dated, 07.01.2013 read with G.O (P) No. 208/2013/Fin Dated 07.05.2013.**
4. The Government of Kerala, hereby confirms and states that it shall comply with all the instructions and requirements of the PFRDA/NPS Trust from time to time and be bound by the same without any demur.
5. The Government of Kerala, hereby confirms and states that it has gone through and fully understood the contents of all the agreements already entered into with the various intermediaries by the PFRDA/NPS Trust, as the case may be, under the NPS Architecture, and shall be bound by the same, including any

4

  
V. SOMASUNDARAN  
Additional Chief Secretary (Finance & IT)

ACS 4/8

For National Pension System (NPS) Trust

  
Chief Executive Officer / Trustee  
CFO

Receipt No : 1678275/2017/FIN-PEN-A

amendment thereof *mutatis mutandis*, in furtherance of the State Government's decision to joining the NPS for State employees appointed on or after 01.04.2013 to whom Part III, Kerala Service Rules would have been applicable otherwise as clearly ordered vide **G.O. (P) No. 20/13/Fin. dated, 07.01.2013 read with G.O (P) No. 208/2013/Fin Dated 07.05.2013.** Subject to the following:

(a) That the Government of Kerala shall enter into a separate agreement with the Central Record Keeping Agency (CRA) as appointed by PFRDA and a true copy of the executed agreement shall be sent to PFRDA and NPS Trust within 7 days of execution of the said agreement.

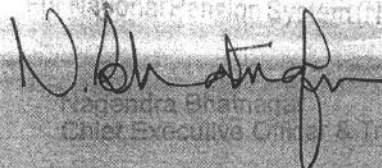
(b) That the Government of Kerala is free, till such time as the individual subscribers are given the option of choosing the Fund Manager(s) of their choice by the PFRDA, to choose the Fund Manager(s) of their choice, from amongst the Fund Managers as identified and appointed by PFRDA, and /or allocate/assign the pension corpus fully to a Fund Manager of their choice, or amongst the Fund Managers of their choice from amongst the Fund Managers as stated herein above, in whatever proportion as may be deemed fit by the State Government. Provided that the Government of Kerala shall inform of their decision and choice in this behalf to the PFRDA and NPS Trust, upon taking of such a decision.

6. The Government of Kerala hereby conveys its consent and concurrence to amend, alter or vary the various agreements as referred to in clause (5) above or substitute with new sets of agreements, as may be considered

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V. SOMASUNDARAN  
Additional Chief Secretary (Finance & IT)

ACS 5/e

  
Nagendra Bhattacharya  
Chief Executive Officer & Trustee

C10

Receipt No : 1678275/2017-FIN-PENPA

Expenditure by the PFRDA and /or NPS Trust from time to time. However, it is agreed by and between the parties that no agreement or any modification, alteration, etc., thereof shall be entered into without the previous approval of PFRDA.


7. As time is the essence of the proper functioning of the NPS, it is confirmed and agreed by the Government of Kerala that it shall fulfill all its commitments under the NPS and obligations to the various intermediaries under the NPS Architecture by strictly adhering to the time schedule as prescribed from time to time.

8. It is agreed and understood by the Government of Kerala that it shall be responsible and accountable to the consequences of any breach or violation of this agreement, to all concerned, including the beneficiaries, as may be attributable to it.

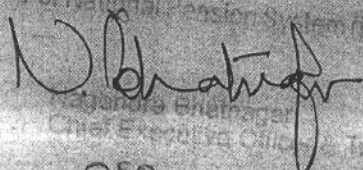
9. The Government of Kerala hereby covenants to be bound by and comply with all the instructions/directions/communication of PFRDA/NPS Trust, as may be issued from time to time.

10. The Government of Kerala hereby agrees and undertakes always to be bound by the decision of NPS Trust/PFRDA in all matters governing the NPS Architecture, and in the unlikely event of any dispute or difference, the same shall be referred to Chairman, PFRDA, who in turn shall appoint a Sole Arbitrator for determination of the dispute/difference, and that the decision of the Sole Arbitrator shall be final and binding. The arbitral hearings shall take place in **New Delhi** and that proceedings shall be conducted in English language. The

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V. SOMASUNDARAN  
Additional Chief Secretary (Finance & IT)

ACS 6/8

For National Pension System (NPS) Trust  
  
N. Bhattacharya  
Chief Executive Officer, Trustee  
CEO

Receipt No : 1678275/2017/FIN-REMA  
provisions of the Arbitration and Conciliation Act, 1996 shall govern the arbitration proceedings. The cost of arbitration shall be borne equally by the Government of Kerala and NPS Trust, as the case may be.

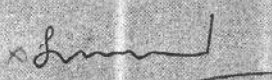
11. The parties of this Agreement have agreed to submit to the exclusive jurisdictions of Courts of law in **New Delhi**.

12. Should any provisions of this Agreement for any reason be declared invalid or unenforceable by any order of any Court competent jurisdiction or any arbitral body pursuant to the provisions of arbitration hereof, such decision shall not affect the validity of the remaining provisions. In the event that such provision of this Agreement is so declared invalid or unenforceable, the parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity or unenforceability and to restore this Agreement as near as possible to its original intent and effect.

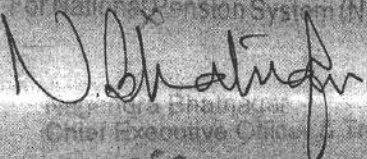
13. The Government of Kerala shall not transfer or assign its obligations under this Agreement to any other party.

14. Any notice or communication that may be given by one party to the other shall be in writing and shall be sent by Registered post with acknowledgement due or by Fax or through courier or through electronic medium at the respective addresses set out herein below or at such other address as may be subsequently intimated by one party to the other in writing.

7

  
V. SOMASUNDARAN  
Additional Chief Secretary (Finance & IT)

ACS 7/8

For National Pension System (NPS) Trust  
  
Chief Executive Officer, Trustee  
CEO

**Address for communication (State Government)****Secretary****Finance Department****Government of Kerala****Government Secretariat****Thiruvananthapuram-695001****E-mail Id - acs.finance@kerala.gov.in****Address for communication (NPS Trust)****NPS Trust****1st Floor ICADR Building,****Plot No.6, Vasant Kunj Institutional Area,****Phase II, New Delhi-110070****E mail Id: ceo.npstrust@gmail.com & n.bhatnagar@pfrda.org.in**

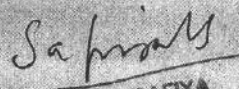
IN WITNESSES WHEREOF the parties hereto have caused the Agreement to be executed through their respective authorized signatories, on the day, month and the year first herein above mentioned.

**Signed by-**

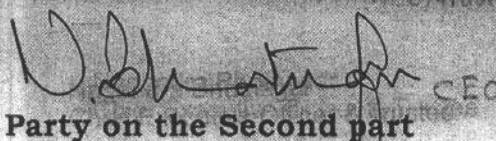

V. SOMASUNDARAN  
Additional Chief Secretary (Finance & IT)  
ACS

**Party on the First part****in the presence of witnesses**

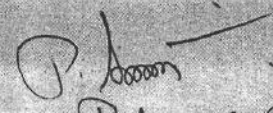
1.

  
A.S. SAFIYA  
Additional Secretary to Govt.  
Finance Department  
Govt. Secretariat, Tvpm.

2.

**Signed by-**

**Party on the Second part****in the presence of witnesses**

1.

  
P. Arunachal  
Chairman, NPS Trust, PFRDA

2.

Receipt No : 1678300/2017/FIN-PEN-A

6/1 Shantakad  
Ground Floor, Retarda Bldg  
A.D. Marg, Fort  
Mumbai - 400 001

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AGREEMENT  
INDIA

STAMP DUTY MAHARASHTRA

This Agreement entered into at Thiruvananthapuram this day, November 12, 2013 between the Governor of Kerala acting through Shri. V. Somasundaran IAS, Additional Chief Secretary, Government of Kerala, Finance Department, having its Head Office at Thiruvananthapuram (hereinafter referred to as Government of Kerala [GoKL], which expression shall, wherever the context permits, mean and include its successors and assigns) and NSDL e-Governance Infrastructure Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at 1<sup>st</sup> Floor, Times Tower, Kamala Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400013 (hereinafter referred to as "NSDL") represented by Mr. Chandrashekhar Tilak, Executive Vice President.

For BOI SHANTAKAD HOLDING LTD.

(DEEPAK VEDPATHAK)  
Authorized Signatory

#### WHEREAS

- i. Pension Fund Regulatory and Development Authority (PFRDA) was established by the Government of India on 10<sup>th</sup> October, 2003, to promote old age income security by establishing, developing and regulating pension funds, to protect the interests of subscribers to schemes of pension funds.
- ii. The Government of India has introduced the National Pension System (hereinafter referred to as "NPS") with effect from 01 January 2004, which at present covers new entrants to Central Government services (excluding Defence Forces). Government of Kerala has implemented NPS in the State vide G.O (P) No. 20/2013/Fin. dated January 7, 2013 read with G.O.(P) No. 208/2013/Fin dated May 7, 2013 for all employees appointed on or after April 1, 2013 to whom Part III, Kerala Service Rules would have been applicable otherwise.
- iii. NPS involves, inter alia, maintaining the pension accounts of the individual subscribers to NPS, keeping the required database of such subscribers and providing services to them.
- iv. PFRDA has appointed NSDL as a Central Recordkeeping Agency (CRA) for a period of 10 years with effect from December 01, 2007 for performing the functions of record keeping, accounting, administration and customer services for subscribers to the schemes of pension funds approved by PFRDA. Necessary infrastructure, systems and procedure for functioning as the CRA is established on the basis and as per the terms of the agreement and System Requirement Specifications (SRS) signed between PFRDA and NSDL.
- v. NSDL has the PFRDA's authorisation and approval to interact and co-ordinate as necessary for the requirement of the NPS with other key stakeholders.
- vi. In the event of functions of the PFRDA being taken over by an Authority or Body created under an Act of Parliament, such Authority or Body shall be free to adopt the present

*[Handwritten signature]*

Agreement and if it so adopts, all rights, duties and obligations under the agreement with PFRDA shall inure to such Authority or Body as if the Agreement were made with that Authority or Body.

- vii. In the event of NSDL being taken over by, merged or amalgamated or restructured into another company, Corporation or Body, NSDL shall inform PFRDA and GoKL about such impending event before coming into effect of such take over, merger, amalgamation or signature and in any case within 15 days thereof, PFRDA and GoKL shall have a right to either continue with the Agreement with such a new entity or to terminate the Agreement.

**THIS AGREEMENT WITNESETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS**

1. Definitions

- (i) In this Agreement unless the context otherwise requires:

(a) "Agreement" shall mean this Agreement together with the schedules hereto.

(b) "Annual Permanent Retirement Account (PRA) Maintenance cost per account" shall include,

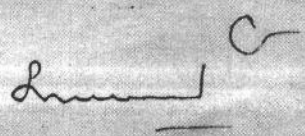
(i) Charges for maintenance of electronic information of the balances in the subscribers PRA,

(ii) Charges for incorporating changes to PRA details received by the CRA in electronic form, provided, however, that such changes to PRA details do not involve digitization by the CRA and does not require the CRA to incur cost towards correspondence concerning such change request,

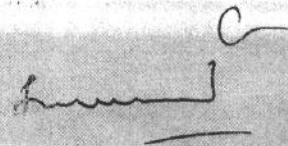
(iii) Charges for sending annual account information once a year in printed form,

(iv) Charges for making awareness literature available in electronic form.

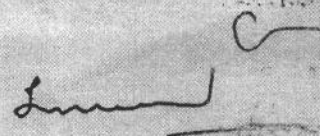
(c) "Bespoke Software" shall mean the software designed, developed, tested and deployed by NSDL for the purposes of rendering the services and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements effected to such software during the tenure of appointment, but does not include the third party software products (except for the customization components on such products), proprietary software components and tools deployed by NSDL.



- (d) "Charges per transaction" shall mean charges to be levied for each transaction.
- (e) "CRA" shall mean Central Record Keeping Agency.
- (f) "Effective Date" shall mean November 12, 2013.
- (g) "Expected Performance Requirements", means the performance requirements from hardware, application, platform, network and personnel, as agreed with PFRDA.
- (h) "Force Majeure" means any event, which is unforeseeable, beyond the control of the affected party and materially affects its capacity to perform this Agreement. Such events may include: war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, strikes and earthquakes.
- (i) "Intellectual Property Rights" shall mean and include all rights in the application, Bespoke Software, its improvements, upgradations, enhancements, modified versions that may be made from time to time, source code and object code of the software and include all rights relating to designs, copyrights, trademarks, patents, trade secrets and other rights therein.
- (j) "Key Stakeholder" shall include a person who has an interest in NPS.
- (k) "NPSCAN" shall mean National Pension System Contributions Accounting Network.
- (l) "PRAN" means Permanent Retirement Account Number allotted as a unique identification number to each subscriber.
- (m) "PRAN Account Opening Charges" shall mean charges to be levied towards opening of PRAN account and these charges include collection of subscriber information, digitization, one-time production of plastic PRAN card with photograph and sending the same along with information kit to the subscriber, and one-time generation and dispatch of T-PIN and I-PIN to the subscriber after the PRAN account has been opened.
- (n) "Project" shall mean setting up, operation and maintenance of infrastructure relating to CRA and NPSCAN and integration of the same with subscribers and other key stakeholders and providing services to them.



- (o) "Project Data" shall mean all proprietary data generated out of operation and transactions, documents and related information including but not restricted to subscriber data which NSDL obtains, possesses or processes in the context of providing the services to the subscribers pursuant to this Agreement and the Service Level Agreement (SLA) as detailed in Schedule I.
- (p) "Proprietary Information" shall mean processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs owned by, or granted by third parties before being available under this Agreement.
- (q) "Regulated Assets" shall mean and include tangible and intangible assets created exclusively for the purpose of operations of CRA comprising Bespoke software with all the components required for running the application, any third party software and Component Off the Shelf specific to the CRA application system, all relevant CRA Project Data, Dedicated specific Hardware / Software components of Data Centre and Disaster Recovery Centre, Networks and all other facilities excluding physical infrastructure (building, air conditioners, power supply infrastructure, furniture). The word 'Asset' in the agreement shall mean 'Regulated Assets'.
- (r) "Subscriber" shall mean all employees in the State for whom NPS is applicable vide G.O (P) No. 20/2013/Fin dated January 7, 2013 read with G.O (P) No. 208/2013/Fin dated May 7, 2013.
- (s) "Services" shall mean the services required to be provided or provided in terms of this Agreement to the subscribers, PFRDA, service providers, any other authorized entities who have signed agreement with NSDL to avail the services of CRA and others using the tangible and intangible assets created, procured, leased, installed, managed and operated by CRA and the tools of information and communication technology.
- (t) "Service Level Agreement" or "SLA" shall mean Agreement executed by PFRDA and NSDL regarding level of service and other expected performance requirements in providing the services which will be administered by PFRDA.



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- (u) "Transaction" shall mean receipt of contribution information and carrying out instructions received from the subscriber regarding allocation of funds between various schemes across fund managers.
- (ii) References to any statute or statutory provision shall mean any statute or statutory provision as amended, modified, consolidated or re-enacted from time to time and to all statutory instruments made pursuant to them.
- (iii) Any expression used in this Agreement but not defined under this clause shall have the same meaning as assigned to such expression under the Information Technology Act, 2000, the Companies Act, 1956, and statutes governing Intellectual Property Rights, as amended from time to time.

## 2. Basic understanding

### 2.1 NSDL hereby confirms that:

- (i) it has understood the functions which it has to perform and the obligations it has to discharge as CRA detailed in this Agreement.
- (ii) it has the required skills, technical knowledge, qualified personnel and expertise to carry out its functions and obligations and to provide the services under this Agreement and will build the necessary infrastructure for the purpose.
- (iii) NSDL possesses the consents of appropriate authorities, licenses, permits and approvals as are necessary for carrying out its functions and obligations under this Agreement.
- (iv) The infrastructure for CRA is established and maintained as per the terms of the agreement and the SRS signed between PFRDA and NSDL.

### 2.2 The parties hereby agree that the above is the basic understanding and based on which GoKL has entered into this Agreement.

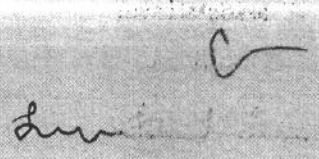
## 3. Appointment

- ### 3.1 GoKL hereby appoints NSDL as CRA to provide the services in terms of the Agreement and SRS signed with PFRDA and NSDL hereby accepts such appointment.

## 4. Scope of services by NSDL

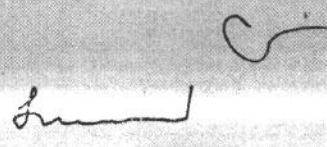
- ### 4.1 It is hereby agreed that the services as agreed with PFRDA and required to be provided by NSDL under this Agreement are broadly as given below.

#### a. Creation of subscriber Database



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- b. Generation of Unique Permanent Retirement Account Number (PRAN)
  - c. Consolidation of Pension Contributions Information
  - d. Consolidation and grouping of investment preference on the basis of schemes and Pension Funds (PFs)
  - e. Reconciliation of pension fund reports received from Trustee Account with pension fund contribution information report
  - f. Generation of reports on errors and discrepancies
  - g. Consolidation of grievance and complaints of subscribers
  - h. Addressing grievances and complaints for the corresponding service provider
  - i. Preparation of Action Taken Report on the grievance and complaints of the subscriber/investor
  - j. Receiving reports on investments made by each PF in different schemes and send instruction to Trustee Bank to remit amount for clearing
  - k. Sending instruction to Trustee Bank to remit withdrawal fund to subscriber's account and remit remaining amount to Annuity Provider's Account against the annuity scheme
- 4.2 The services provided by NSDL under this agreement will be as per the detailed scope of services mentioned in SRS signed with PFRDA for the purpose of implementing NPSCAN and CRA infrastructure and providing services.
- 4.3 NSDL shall keep the entities who avail the services of CRA informed if NSDL is required to make any amendment to the services under this agreement on account of any changes prescribed by PFRDA or any other competent authorities.
- 4.4 NSDL shall employ qualified and experienced personnel in sufficient numbers for the purpose of providing services under this agreement.
- 4.5 The recordkeeping, administration and customer service functions for all subscribers of the NPS will be centralized and performed by the CRA. The operationalisation of the National pension system in accordance with the core principles rests on ability of the CRA to efficiently and accurately discharge its responsibilities and enforce the service and functional obligations on other service providers to the extent CRA has been empowered in this regard.
- 4.6 It is hereby agreed that NSDL would be bound by the SLA while providing services under this agreement which is stated in Schedule I hereto. Penalty



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provisions relating to application and platform, hardware and network shall be centrally administered by PFRDA till such time the CRA/NPSCAN database and application is centrally hosted on a common infrastructure and common instance.

- 4.7 NSDL hereby agrees that the services mentioned are not limited, but also includes services which will be provided on the directions of PFRDA in future and the terms and conditions that will be agreed with PFRDA will be applicable to GoKL, in case the latter want to avail these services.

5. **Fee for providing services**

- 5.1 The Service charges payable to NSDL, exclusive of Service Tax and other taxes as applicable, will be Rs. 50 (Rupees fifty only) for opening each PRA, Rs. 190 (Rupees one hundred & ninety only) for annual PRA maintenance per account and Rs. 4 (Rupees four only) for charges per transaction.

- 5.2 NSDL hereby further agrees that it will not collect any charges for development of NPSCAN module and that the above charges are decided taking into account all costs including the cost incurred by NSDL in setting up the project, operations and maintenance, cost of providing services and all other incidental charges but is exclusive of all applicable taxes and any additional fee NSDL may charge due to any additional requirement of state government. NSDL shall get approval of the respective State Government if any additional fee is chargeable against any additional service before undertaking such service.

- 5.3 The parties hereby agree that one transaction will be considered as follows:

- a) Scheme switching request and scheme preference change will be treated as separate transactions.
- b) Each month's contribution being distributed among upto 4 schemes will be treated as one transaction. Distribution among more than 4 and upto 8 schemes will be treated as two transactions and so on.

- 5.4 The charges to be levied towards maintenance of accounts of the subscribers would include: -

- i) Charges for maintenance of electronic information of the balances in the subscribers PRA.
- ii) Charges for incorporating changes to PRA details received by the CRA in electronic

form, provided, however, that such changes to PRA details do not involve digitization by the CRA and does not require the CRA to incur cost towards correspondence concerning such change request,

- iii) Charges for sending annual account information once a year in printed form,
- iv) Charges for making awareness literature available in electronic form.

5.5 Re-issue of I-PIN/T-PIN:

5.5.1 In the event subscriber has forgotten the I-PIN or the account is locked due to repeated submission of wrong I-PIN, the CRA system will provide facility to subscriber to reset the I-PIN based on other remembered information as per the specifications that has been agreed in SRS signed with PFRDA. In such cases where subscribers reset the I-PIN, there will be no charge.

5.5.2 CRA will examine feasibility to provide facility for T-PIN reset based on functionality available in Interactive Voice Response Systems (IVRS). In case the subscriber resets T-PIN using this facility, there will be no charge.

5.5.3 However, if need arises to generate and dispatch I-PIN /T-PIN in a manner similar to what was done at the time of account opening, there would be administrative (as agreed between PFRDA and NSDL) and postal charges payable. Furthermore, generation and dispatch of a new PRAN card will also be charged as prescribed by PFRDA from time to time.

6. **Terms of payment of Service charges:-**

6.1 In respect of services rendered by NSDL to the subscribers, it shall raise invoices with the GoKL and such invoices shall be raised quarterly for services rendered during the preceding quarter.

6.2 Amount of Penalty, if any arising out of the "services and operations" related SLA as mentioned in Schedule I will be adjusted in the invoice amount and the details of the same will be provided in the invoice.

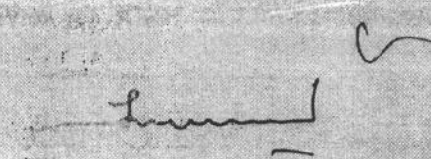
6.3 Payment against invoices in respect of services rendered by NSDL to the subscribers shall be paid by GoKL.



- 6.4 Payments for the invoices shall be made by GoKL to NSDL within 30 days of the date of receipt of the invoices or within such time as may be mutually agreed upon by NSDL and the concerned entities.
- 6.5 In the event of any failure on the part of the entity against whom the invoice is raised in terms of the above clauses, NSDL shall be entitled to receive interest at the SBI Prime Lending Rate + 2.5% from the entities concerned for the delay involved in making the payment.
- 6.6 In the event of any failure on the part of the entity against whom the invoice is raised in terms of the above clauses for a continuous period of six months, NSDL reserves the right to suspend or discontinue the provision of services under this Agreement to such entities.

7. **Conditions Precedent**

- 7.1 The appointment of NSDL as CRA under this agreement is subject to the fact that PFRDA has appointed NSDL as CRA for the purpose of providing services under NPS.



8. **Transfer of assets**

- 8.1 On expiry or termination of agreement with PFRDA, it has been agreed that NSDL shall transfer the assets to any other CRA appointed by PFRDA for providing services or to such other person or entity as may be specified by PFRDA. Upon transfer of assets as per the agreement with PFRDA, in case GoKL is desirous to avail the service of this new entity, GoKL will enter into an agreement with new entity.

9 **Term**

- 9.1 This Agreement shall be in force and effect till the agreement with PFRDA is in force.  
9.2 It is hereby agreed that on renewal of agreement with PFRDA, the term of this agreement will automatically stand extended as per the terms of the agreement with PFRDA.

10. **Termination**

- 10.1 In case the agreement NSDL has with PFRDA is terminated for any reason, GoKL may also terminate this agreement if it so desires.

11. **Consequences of termination**

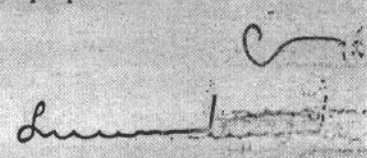
- 11.1 On expiry or termination of this Agreement, as per the terms agreed with PFRDA, services would be provided till appointment of new CRA.

12. **Exit Management Plan**

- 12.1 It is hereby agreed that NSDL would be bound by the provisions of Exit Management Plan agreed with PFRDA.

13. **Audit**

- 13.1 NSDL shall follow the segmental method of accounting for its CRA activities.  
13.2 NSDL shall get the records kept and maintained in terms of clause 13.1 and its infrastructure operations, maintenance and the systems in respect of CRA annually audited by an auditor appointed from the list of empanelled auditors for conduct of such audits, approved by PFRDA.  
13.3 PFRDA, may, if considered necessary with due notice to NSDL, inspect records, infrastructure, operations, maintenance and the systems in respect of CRA, to protect interest of the subscribers. It is agreed that no other separate inspection by GoKL will be carried out except to the extent that it relates to the billing/charges raised on GoKL by NSDL for services rendered. Where GoKL desires such inspection for such a purpose



NSDL shall provide reasonable assistance in connection with such inspection including access to original records.

13.4 For the purpose of inspection by PFRDA, NSDL shall provide reasonable access to all the information, documents, records and systems in its possession relating to the project and services and shall also cause employees, subcontractors, suppliers and agents to produce any document, record and system reasonably required for inspection and shall provide reasonable assistance in connection with the inspection.

13.5 Any change or amendment required to be incorporated in the systems and procedures, arising out of the audit or inspection report and approved by PFRDA, shall be approved by NSDL within thirty (30) days from the date of such approval by PFRDA. The change or amendment will be effected through the Change Control Note procedure as agreed with PFRDA. It is hereby agreed that GoKL would be informed of any such changes.

13.6 The cost of such annual audit shall be borne by NSDL and the cost of inspection shall be borne by PFRDA.

14. **Warranties**

14.1 NSDL hereby represents warrants and confirms that:

- (i) It has the authority to enter into this Agreement and that it has all the approvals, consents, licenses, permissions and permits as may be necessary to perform its functions and obligations under this Agreement.
- (ii) This Agreement has been executed with the approval of its Board of Directors and that the person who has signed this Agreement has been duly authorized and empowered to do so.
- (iii) It shall discharge its functions and obligations under this Agreement with due skill, care and diligence.

15. **FORCE MAJEURE**

15.1 It is agreed that performance of the respective functions and obligations under this Agreement shall be subject to Force Majeure. No failure, delay or other default of any contractor, service provider or sub-contractor to NSDL shall entitle NSDL to claim Force Majeure under this Clause.

15.2 In the event of Force Majeure, it is hereby agreed NSDL would act as per the procedure approved by PFRDA.

16. **Confidentiality**

16.1 In the course of performing its functions and obligations under this Agreement, NSDL shall maintain strict secrecy, confidentiality and privacy in respect of the confidential records and information that has come to its possession or knowledge.

16.2 NSDL shall keep confidentiality of the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems.

16.3 It is agreed between GoKL and NSDL that GoKL has a right to prevent or prohibit NSDL at any time from disclosing any information and records to any person and NSDL shall abide by such decision except as required by PFRDA, any Statutory bodies or by due process of law.

16.4 NSDL agrees that it shall ensure that all its employees, agents, service providers and sub-contractors are bound by nondisclosure agreements, and shall provide copies of such agreements to GoKL whenever required.

16.5 All proprietary information, documentation and correspondence exchanged between GoKL and NSDL in relation to the performance of tasks by NSDL shall be treated as confidential and privileged by the parties and disclosed only to their respective officers, agents, representatives, professional advisors, PFRDA and members of Official Committees (if any, formed for the purpose) on a need to know basis.

16.6 NSDL shall treat information and records provided to it or obtained otherwise by it in connection with the performance of tasks, as confidential and not use the same wholly or partially for any purpose other than for discharging the obligations under this Agreement, without the prior written approval of GoKL except as required by PFRDA, any statutory bodies or by due process of law.

16.7 Information that is in the public domain shall not be considered as confidential information under this Agreement.

16.8 The Obligation of Confidentiality on NSDL shall continue to be in force for a period of five years after the date of termination or expiry of this Agreement.

16.9. It is agreed that the details, information and records obtained or created for the purpose of providing services under this agreement shall be disclosed to PFRDA, if required. It is hereby agreed that the details, information and records obtained or created, for the purpose of providing services to PFRDA would not be disclosed to GoKL.

17. **Arbitration**

17.1 In the event of any differences between the parties hereto not being resolved through negotiations, such differences shall be referred to an Arbitrator nominated by Secretary, Department of Legal Affairs, Government of India for Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English and the venue of such arbitration shall be New Delhi. However, Government of Kerala will have the freedom of shifting the venue of arbitration from New Delhi to Thiruvananthapuram. The Arbitral award shall be final, conclusive, and binding on the parties. Pending reference to the arbitrator and thereafter final decision on the reference by the Arbitrator, the parties shall continue to perform all of their functions and obligations under this Agreement, without prejudice to a final adjustment in accordance with such decision.

18. **Affirmation**

18.1 Either party declares and affirms that neither party nor its employees, any of its agents have paid nor have undertaken to pay and that in the future shall not pay any unlawful commission, bribe, pay off, kick-backs and that it has not in any other way or manner paid any sums, whether in Indian currency or foreign currency and whether in India or abroad, or in any other manner given or offered to give any gifts and presents in India or abroad to any person to procure this Agreement. The parties hereto undertake not to engage in any of the said or similar acts during the currency of this Agreement.

19. **Survival**

19.1 All provisions of this Agreement, which are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement shall remain in effect and be enforceable following such expiration or termination.



20. Severability

- 20.1 Should any provision of this Agreement for any reason be declared invalid or unenforceable by any order of any Court of competent jurisdiction or any arbitral body pursuant to the provisions of arbitration hereof, such decision shall not affect the validity of the remaining provisions. In the event that any such provision of this Agreement is so declared invalid or unenforceable, the parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity or un-enforceability and to restore this Agreement as near as possible to its original intent and effect.

21. Assignment

- 21.1 NSDL shall not transfer or assign its obligations under this Agreement to any person without the prior written consent of GoKL.

22. Miscellaneous

- 22.1 The ownership rights and all other rights relating to ownership of all the records, data, statistical returns and information whether in electronic form, or physical form or in any other form obtained collected and required to be maintained by NSDL for the purpose of providing services under this Agreement shall vest in PFRDA. No person other than PFRDA shall have any ownership rights or any other rights over the same unless otherwise agreed by PFRDA. It is hereby agreed that copies of all such records, as mentioned above, for which though ownership rights are not with GoKL, which are relevant to GoKL, would be provided to GoKL as and when required. NSDL or any other agent or person appointed by it shall neither have any right over such records, data, statistical returns and information nor use it at any stage for commercial purposes. NSDL shall not, without the prior written permission of PFRDA, produce or share such data or information as evidence or for any other purpose except as required by the due process of law.
- 22.2 NSDL shall maintain true and accurate records relating to the services agreed under this Agreement and shall on the expiry or termination of this Agreement, hand over the same to PFRDA or any other person or entity as may be specified by PFRDA.
- 22.3 As agreed with PFRDA, at any time during the currency of this Agreement where regulated assets are located at the NSDL's premises, NSDL shall give reasonable right of access (or in the case of assets located on a third party's premises, procure reasonable



rights of access to the extent possible) to PFRDA or any other agency nominated by PFRDA in order to make an inventory of the regulated assets.

- 22.4 Any notice or communication that may be given by one party to the other shall be in writing and shall be sent by Registered Post with acknowledgement due or by fax or through courier or through electronic medium at the respective addresses set out herein below or at such other address as may be subsequently intimated by one party to the other in writing.
- 22.5 NSDL recognizes that frequent change is an inevitable part of delivering services. GoKL recognizes that this change may require modification in the systems and re-organizing processes and therefore may have a financial impact. The change schedule shall be affected following the procedure detailed in the Change Control Note as given in schedule II of this Agreement. Changes as required by GoKL would be undertaken only if the other functions being provided by NSDL under NPS are not affected.
- 22.6 The Invoice for the payment for changes effected through the Change Control Note Procedure will be raised against GoKL.

Address of Department of Finance, Government of Kerala

The Secretary  
Finance Department  
Government of Kerala  
Government Secretariat  
Thiruvananthapuram - 695001


NSDL's address

NSDL e-Governance Infrastructure Limited  
1<sup>st</sup> Floor, Times Tower,  
Kamala Mills Compound,  
Senapati Bapat Marg,  
Lower Parel,  
Mumbai - 400 013

Receipt No : 1678300/2017/FIN-PEN-A

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year hereinabove written.

Common Seal of within named )  
 Finance Department, )  
 established by GoKL hereto affixed by )  
 V. Somasundaran IAS, )  
 Additional Chief Secretary, GoKL )  
 authorised in that behalf and )  
 who in token thereof )  
 has put his signature opposite and in )  
 the presence of )

  
 (Authorised Signatory)

For and on behalf of Governor of Kerala

Finance Department

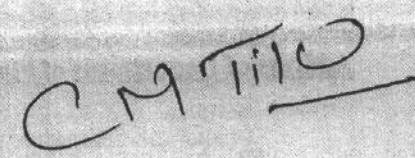
Government of Kerala. V. SOMASUNDARAN  
 Additional Chief Secretary (Finance & IT)

WITNESS

A. S. Sathya

Common Seal of within named )  
 NSDL e-Governance Infrastructure )  
 Limited is hereto affixed pursuant to the )  
 resolution of the Board of Directors )  
 dated October 26, 2007 and )  
 February 15, 2008 in the presence of )  
 Shri Chandrashekhar Tilak duly )  
 authorised in that behalf and who in )  
 token thereof has put his signature )  
 opposite in the presence of )

Abhishek Dhoni

  
 (Authorised Signatory)

For NSDL e-Governance Infrastructure  
 Limited

  
 WITNESS