



गुजरात गुजरात GUJARAT

17 DEC 2016

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मनुभाई एम. ढोला

अ-ब्लॉक, बहुमानी बिल्डिंग, नानपुरा, सुरत.

स्टेम्प वेन्डर ला. नं. 13/3 सुरत.

स्टेम्प वेन्डरनी सही

हस्तक

P. H. Desai
Advocate
Pal, Adajan, Surat
D. J. K.

AGREEMENT

This Agreement executed between **<Company Name>** having office at **Gujarat**, Herein after for brevity's sake referred to as **Client**, which expression shall, unless exclude by or repugnant to the context, be deemed to mean and include its permitted assigns and successors-in-interest.

AND

M/s **<Client Name>** having its office At, **<Address>** (Hereinafter for brevity's sake referred to as "Business Associate".)

Which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its permitted assigns and successors-in-interest).

Whereas the Client is engaged in the business of outsourcing the business for the IT and IT enabled services industry and whereas it has entered into an agreement with its principals (herein after referred to as "Principals") to execute the data entry operations described in detail in the scope of work, which need to be executed through various delivery partners.

Presently it is in a position to procure the business for form filling more meaningfully described in the column Scope of Work, through their principals. AND WHEREAS the Business Associate is engaged inter alias, in the business of providing a wide Spectrum of software solutions & services. The Business Associate has acquired the necessary expertise and developed the requisite skill base and infrastructure for successful execution of Form Filling Projects.

This Agreement represents the business Agreement and operational understandings between the parties and shall remain in effect for a period of 30 DAYS from the date of execution hereof or from the date of providing the first data whichever is later & can be extended for the period as mutually agreed upon, for the purpose

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Scope of Work: The Original data will be available on the work environment software provided by ASK ME WORK at the time of signup. Business Associate are required to feed the provided data in the provided software as per the guidelines. Data supply and preservation of the output file is done online on real time basis.

2. Price: For the Form Filling services rendered by the Business Associate, they shall be entitled for payment of price 1.5 RS. (INR) Max per form if correct forms below cut of forms and its one time only.

If Business Associate achieves the accuracy (above cut-off forms), then they shall be entitled for payment of price 25 RS (INR) as a performance bonus.

The Business Associate shall raise invoice every week with the data. The Client will pay each bill within maximum 48 HRS, from the date of issue of Quality Check report. The Invoice can be raised through e-mail. Q.C. report will be provided on daily basis.

3. Billing: Client will provide workload of 3000 FORMS per slot. This MOU has been signed for 1 system. The Client will make the payment for the billing per slot, subject to the quality check report.

4. Application Fee(s): The Business Associate shall have to pay one time application fee of Amount INR 12,000/-

If you do not achieve the mentioned target then you won't get the refund of RS.12,000/- & If You achieve accuracy in 1st slot then refund will be given with your first payment.

5. Accuracy: Client must provide adequate feed back within 7 working days for all data and on completion of quality check shall issue a quality report. Both parties agree to assure highest quality of end service. Following cycle for accuracy will be followed.

Cut off forms 2800 (In Total) -full payment

Below Cut Off – 1 FOC (1 workload free of cost)after that ID Terminated if Accuracy not achieved (ie – 2800 forms)

The Q.C. Department Will Show All forms in QC report.

If customer makes any mistake in a form that form will be rejected, likewise client have to maintain cut off or accuracy.

If company found that there are multiple logins of a single I.D., The company will not be responsible for the corruption of the data in both online and offline modules. And your I.D. will get terminated without any intimation

If we find any 2 login together, 2 logout, 2 IP ADDRESS WITHOUT LOGIN, BROWSER UPGRADATION WITHOUT LOGIN, THEN THE ID WOULD BE TERMINATED.

If any kind of malfunctioning found in the work then company reserved the right to take trial of your work for a day.

If you break the company rules & regulation means your ID is get terminate company will not do any financial transaction to you.

6. ID Allocation:- Business Associate will get single id to work on and business associate can work 24X7 on this id.

7. TAT (Turn Around Time): The Second Party has 30 days (for 30 sessions- include holidays) to complete the work and Second Party has to send it to First Party. The First Party shall give an accuracy report within 48 working hrs for the New Work, after submissions as per technical specifications which are included in this agreement with accuracy parameters

8. Client agrees to provide formats and other information for processing the job to Business Associate at the time of providing the data.

9. Telecommunication cost applicable at each end shall be borne by the respective parties.

10. Business Associate will execute the data processing work provided

by Client through experienced persons in such manner so as to carry out the work efficiently at minimum of 90% accuracy for out files.

11. This agreement represents the business Agreement and operational understandings between the parties and shall remain in effect for a period of Eleven months from the date of execution hereof. The clients' specifications in terms of quality and other parameters that shall be issued by the Client/their principals from time to time and acknowledged by the Business Associate shall be read with this agreement.

12. Termination: - If Business Associate fails to submit data on time or, If Business Associate fails to maintain accuracy & Below cut off)Client reserves the right to terminate the agreement with immediate effect. And <Company_Name> will not be responsible for any further data and payment to the Business Associate.

13. No modification of the terms of this AGREEMENT shall be valid unless it is in writing and signed by all the parties.

14. Force Majeure: If the rendition of the Form Filling Services is hampered due to earthquake, flood, tempest, civil riots or Act of God then the Business Associate shall be absolved of its obligations hereunder till normalcy is restored after the cessation of the aforementioned contingencies. The Business Associate shall likewise be absolved if rendition of the services is hampered due to a strike called by the date entry operators engaged by the Business Associate, violence or political turbulence or for any other reason of a similar nature, which is beyond the control of the Business Associate.

15. Severability: Unenforceability of any provision of this Agreement shall not affect any other provisions herein contained; instead, this Agreement shall be construed as if such unenforceable provision had not been contained herein.

16. Variation: Except as otherwise expressly provided in this Agreement, this Agreement may not be changed or modified in any way after it has been signed, except in writing signed by or on behalf of both of the parties.

17. Dispute Resolution & Jurisdiction: In the event of any dispute or difference arising between the parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, validity, enforceability, termination or rescission thereof, including the rights, obligations or liabilities of the parties hereto, the same will be adjudicated and determined by arbitration. The Indian Arbitration & Conciliation Act, 1996 or any statutory amendment or re-enactment thereof in force in India, shall govern the reference. Both parties shall appoint their respective arbitrator, and both arbitrators thus appointed should appoint the

third Arbitrator who shall function as the presiding Arbitrator. The venue of arbitration shall be Surat (Gujarat). The Courts in the city of SURAT shall have exclusive jurisdiction to entertain try and determine the same.

18. Both the parties hereby agree neither to Circumvent or nor to disclose the identities, Information as well as the essence of the project etc of each other's/Principals, clients etc to any other Third party and neither of us will approach each other's contracts as identified from time to time.

IN WITNESS WHEREOF the parties hereto have executed these presents on the date hereinbefore written: <Client_Name>

Client:
For

Business Associate:
For <Client_Name>

Authorized Signatory

Authorized Signatory