



# Term and Condition

I accept the assignment on the terms and conditions stated above and over leaf. I also confirm that I have read and understood the stated terms and conditions displayed prominently at the office premises in applicable local/regional language. I also confirm that:

1. The assignment is being given with a clear understanding that the desired quality shall be maintained in all submissions.
2. This Assignment Letter issued also serves the purpose of Authority Letter. This Assignment Letter issued to you is nothing but a temporary authorization to facilitate data collection as specifically stated in this letter on behalf of the Company during the tenure of the assignment as specified above, and if any Authority Card issued by the Company, shall not be treated as authentic proof of identity.
3. Though you are at (complete) liberty to pursue any other vocation, you must maintain confidentiality of the information/materials/particulars that may come to your possession with respect to the assignment given to you.
4. That you should maintain confidentiality of the data collected including personal and confidential information pertaining to Respondent/s (Interviewee) for and supplied to our company with reference to the above captioned subject.
5. This assignment may be modified, curtailed, or cancelled due to the exigencies of the project. In the event of such modification, curtailment, or cancellation, you shall be entitled to proportionate fee based on the part assignment already completed satisfactorily by you on the date of such modification, curtailment or cancellation and you should submit your bill accordingly.
6. This is not an employment but merely an assignment to you as a freelance professional, and you are free to pursue any other vocation of your choice, or work for any other person, and that no request from you for permanent/temporary employment in the Company shall be entertained in future. The Company reserves its right to terminate your assignment without showing any reason thereof.
7. There is no principal (master) and agent (servant) relationship between you and the Company, and if during the continuation of assignment any illegal or immoral or criminal or tortuous act or omission is committed by you, then the Company shall not be held liable vicariously or otherwise, for your such act or omission, and your assignment shall stand automatically cancelled for the with.
8. That here it is pertinent to mention that we are retaining you as professional data supplier not as an employee. As you will not be the employee of our establishment hence you will not be paid any leave/leave wages, bonus, gratuity, notice pay, over time, Employees Provident Fund, Employee State Insurance, employee compensation, any other allowances, and any other benefits as per any Laboure laws.
9. That by signing the payment Receipt/Bill you confirm that you have received the amount due to you. The claims submitted by you should be verified and checked at your end only.
10. You will be bound by the "Moral, Ethical and Behavioral Code of Conduct" as communicated by the Company at its "General Briefing Session" conducted for its freelance vendors/suppliers at regular intervals, and by putting your signature thereon, you acknowledge to have attended the session and univocally accepted the same, and have also agreed to abide by the said code of conduct, and further you shall not raise any question or dispute the same in future; in default, the Company shall not be held liable vicariously or otherwise, for your such act or omission and your assignment shall stand automatically cancelled forth with.
11. You shall take good care of the equipment's, devices and other materials belonging to the Company, which are handed over to you for using during the tenure of your assignment and shall forthwith return the same upon completion of the assignment or earlier, if demanded by the Company.
12. The Company shall provide a printed copy at its office premises of your payments due, for the freelance services rendered by you to the Company, only upon deposit of your freelance service details and the required data entered online and available therein. However, the Company shall not be held responsible for any mistake or omission committed by you in filling-up the said "Payment Due Form and/or survey link". The signed Bill should be submitted to the Company by the end of every month for the current/previous month work. If the submitted assignment is as per agreed terms and of desired quality, the Company undertake to release payment in the next month.
13. Penalty clauses:
  - (A) For delay in data synchronization on CAPI project assignment:
    - a. Deduction of 10 % from original payment rate [Data synchronization done after 48 hours but before 72 hours of interview completion].
    - b. Deduction of 50% from original payment rate [Data synchronization done after 72 hours of interview completion].
  - (B) For Quality issues:
    - I. Cancellation due to "Interview Not Done" or not using correct application version or not audio recording the survey completely and correctly or not capturing GPS or not capturing survey codes or "Interview Not Done by using Tablet / Netbook" for CAPI (Computer Assisted Personal Interview) project assignment. For such cancellations, payment shall be deducted for 1 valid interview in addition to non - payment for the cancelled interview. It is clarified that if 2 interviews are done one of which is bad (cancelled) then deduction shall be one for bad interview plus one more valid and accepted interview.
    - I. Penalties may be much higher if some one is found doing repetitive mistakes and quality of data collection does not improve.
14. That by signing this assignment letter agreement you confirm that no complaint has ever been logged against you with the Police authorities and/or any other statutory authority and that you have never been found guilty by any court of law and further confirm that there are no case or any proceeding is pending against you in any court of law or before any statutory authority.
15. The Assignment Letter (Revised) is issued with a clear understanding that the revised rate would be applicable only for balance quantity (samples/interviews) on which Bill has not been raised by you. Therefore, by accepting and signing the revised terms in the Assignment Letter (Revised), you confirm that you shall not claim any dues from the Company, nor the Company shall recover any dues for the quantity which has been invoiced at the earlier mutually agreed (terms and conditions) Assignment Letter/s.
16. In case of any disputes, the parties will resolve it mutually by discussion and negotiations and in case of further dispute, the territorial jurisdiction for the disputes will be New Delhi, India.