

## AGREEMENT FOR SERVICES

This Agreement for Services made this [•] day of [•] 2019 (this “**Agreement**”) by and between:

***Thakur Family Foundation, Inc.***, a Nonstock Corporation incorporated under the laws of the State of Connecticut, United States of America, having its registered office at 100 First Ave North, St Petersburg, FL 33701, USA (hereinafter referred to as the “**Foundation**”) and represented by its President, Mr. Dinesh Thakur;

AND

Mr./Ms. [Name of the Contract Awardee], s/o [•] and currently residing at [•] (hereinafter referred to as the “**Writer**”)

### **WHEREAS:**

1. The Foundation’s core activities are, *inter alia*, encouraging scholarship and promoting activities defined as scientific and educational within the meaning of Section 501(c)(3) of the United States Internal Revenue Code of 1986, more specifically focusing on the promotion of public health, social empowerment, and the Right to Information (the “**Focus Areas**”); and
2. The Writer has significant experience and expertise in documenting issues related to the Focus Areas; and
3. In furtherance of supporting the Focus Areas, the Foundation initiated a competitive process to receive applications from qualified individuals and conducted interviews in order to select the ideal candidate to document and inform the public on the Focus Areas. The competitive process and the interviews were conducted by an advisory panel of experts appointed by the Foundation (the “**Advisory Board on Public Health**”).
4. The Foundation selected the Writer through such competitive process, and therefore wishes to engage the services of the Writer, subject to the terms and conditions of this Agreement.



**NOW THEREFORE** in consideration of mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

**1. SCOPE OF AWARD**

- 1.1** The Writer is being awarded this Agreement to produce high quality content (the “**Content**”) on such topics as have been mutually agreed upon by both parties and described in **Annexure A** to this Agreement. The Writer shall research, create, produce, conduct interviews, generate presentations, conduct surveys, proof read, fact-check and do all such deeds as may be required for the creation and finalization of the Content under this Agreement (the “**Services**”).
- 1.2** The Writer must produce the Content in publishable quality within the time frame set forth in **Annexure A** and submit reports to the Foundation regarding the project on the timeline set forth by the Foundation in **Annexure A**.
- 1.3** The Foundation shall have no control over the Content to be produced by the Writer and the Writer is not required to seek any approval from the Foundation with regard to the Content that may be published. The Writer shall be solely liable for the veracity and accuracy of the Content being created under this Agreement. The Writer may publish the Content in any of publications that has been approved by the Advisory Board of the Foundation on Public Health and annexed to this contract as **Annexure C**.

**2. INDEPENDENT CONTRACTOR:**

Nothing stated in this Agreement shall create any relationship of agency, partnership, joint venture, employment of any other such relationship between the Parties. The relationship between the Parties shall remain that of independent contractors.

**3. TERM:**

This is a fixed term contract which shall come into effect on \_\_\_\_\_ (the “**Commencement Date**”) and shall terminate upon the payment of the amount agreed to in **Annexure B** and delivery of the Content to the Foundation (the “**Term**”).



**4. WRITER'S FEE:**

In consideration for the provision of the Services under this Agreement, the Writer shall be paid a sum of INR 420,000 by the Foundation (the “Fees”). The remittance of the Fees shall be made as per the payment schedule that has been mutually agreed to by both parties and described in **Annexure B**. The Foundation will provide reimbursement for reasonable, documented expenses related to the investigative reporting project pursuant to an expense reimbursement policy of the Foundation.

**5. INTELLECTUAL PROPERTY RIGHTS:**

**5.1** The Parties understand that the Writer will be creating the Content as a result of this Agreement. The Parties hereby agree that the Writer shall retain the sole and exclusive ownership of the copyright in the Content authored as a result of this Agreement and shall be at liberty to publish such Content in any of publications/media outlets that has been approved by the Foundation’s Advisory Board on Public Health and which are annexed to this contract as **Annexure C**. However, pursuant to this Agreement, the Writer hereby grants a global, non-exclusive copyright license in the Content to the Foundation, for the publication and archiving of the Content on the Foundation’s website. The term of the copyright license in the Content begins at the creation date of the Content and terminates on the expiration date of the last to expire copyright. The Foundation shall not reproduce the Content on any other platform or publication.

a. For clarity, the rights granted in the copyright license herein to the Foundation DO NOT include the right to:

1. copy, reproduce, publish, disseminate, or otherwise publicly display the Content or any part thereof outside of the scope of this Agreement;
2. create derivative works or make alterations to the Content or any part thereof outside the scope of this Agreement; and
3. sublicense the Content to a third party.

**5.2** The Foundation shall not publish such Content on its website until 30 days after the date of first publication of the Content by the Writer in a publication of the Writer’s choice that has been approved by the Foundation’s Advisory Board on Public Health and annexed to this contract as **Annexure C**. It shall be the duty of the Writer to



disclose the existence of this limited global, non-exclusive copyright license to any publication where the same content is being published.

- 5.3** The Writer shall ensure that the final publication of any content by any publisher shall be accompanied by an acknowledgement that is on the following lines: “This reportage was supported by the Thakur Family Foundation. The Thakur Family Foundation has not exercised any editorial control over the contents of this reportage.”

**6. REPRESENTATIONS:**

**6.1** The Writer represents and warrants to the Foundation that:

- a. All information provided to Foundation (including but not limited to Writer’s resume, interview, application, and references) in relation to the provision of the Services under this Agreement is true to the best of the Writer’s knowledge, information and belief.
- b. The Writer is not restricted by, and has no conflict of interest derived from any prior or existing employment or other agreement or any other interest or obligations that would interfere with the Writer performing Services as directed under this Agreement for the Foundation, and that the Writer shall immediately inform Foundation should such a restriction or conflict arises.
- c. This Agreement has been duly and validly authorized, executed and delivered by it and constitutes a valid and binding obligation, enforceable in accordance with its terms.
- d. The Writer is not interested, directly or indirectly, in any form, fashion, or manner, as partner, officer, director, stockholder, advisor, contractor, or in any other form or capacity, in any other business such that such an interest would amount to a conflict of interest and would compromise the Writer’s ability to properly perform the Services under this Agreement.
- e. The facts and data provided in the Content shall be true and accurate to the best of the Writer’s knowledge, information and belief and the Writer shall be solely



responsible for the accuracy and veracity of the Content being created under this Agreement.

- f. That in the event the Content relates to any person or entity, the Writer shall always provide such a person or entity a reasonable opportunity to comment on the issues being documented in the Content.

**7. SURVIVAL:**

Clauses that are intended to survive the termination of this Agreement shall survive such termination. Specifically, Clause 5 shall survive the termination of this Agreement.

**8. SEVERABILITY:**

If any provision(s) of this Agreement is (are) found to be, invalid or unenforceable, then the remaining provisions of this Agreement shall not be affected and shall remain in force and effect. Either Party's failure to insist upon strict performance of any terms and conditions of this Agreement shall not be construed as a waiver of such Party's rights and obligations under this Agreement.

**9. CHOICE OF LAW AND DISPUTE RESOLUTION:**

- 9.1 This Agreement shall be governed by the laws of India and the courts of New Delhi shall have exclusive jurisdiction over this Agreement.

- 9.2 In the event of any dispute, controversy, claim or conflict between the Parties arising out of or relating to this Agreement (including issues relating to the performance or non-performance of the obligations set out herein or the breach, termination or invalidity thereof) (a "**Dispute**"), such Dispute shall be referred to an arbitral tribunal, which shall consist of a person nominated by the Foundation's Advisory Board on Public Health which conducted the competitive process for the selection of the Writer. The arbitration proceedings shall be convened under the provisions of the Arbitration and Conciliation Act, 1996 and the award so granted by the arbitrator shall be final and binding on the Parties. The seat of arbitration shall be New Delhi and the language of the arbitration shall be English.



**10. TERMINATION:**

This Agreement may be terminated by either Party by issuing a 30-day termination notice to the other Party (the “**Termination Notice**”). However, if the Writer has committed a material breach of the terms and conditions of this Agreement, then the Foundation shall be entitled to terminate this Agreement with immediate effect. All Fees that have accrued to the Writer till the date of the issuance of the Termination Notice shall be paid by the Foundation, provided that the Agreement is not terminated for any breach committed by the Writer, in which case no sum shall be due to the Writer by the Foundation and all sums paid to the Writer shall be returned to the Foundation.

**11. AMENDMENT; ASSIGNMENT; COUNTERPARTS:**

This Agreement may be modified only by an instrument in writing signed by both parties. This Agreement may not be assigned by either party without the consent of the other party. Any assignment purportedly made in violation of this Agreement shall be void. No assignment shall relieve any party from liability for payment and performance required by it under or in connection with this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF** the parties have set their hands to this Agreement through their respective representatives on the date, month and year mentioned herein above.

<p>_____ Signed &amp; Delivered by <b>Mr. Dinesh Thakur,</b> <b>(Authorized Signatory)</b> <b>The Foundation</b> Date: Place:</p>	<p>_____ Signed &amp; Delivered by <b>Name:</b> _____ <b>The Writer</b> Date: Place:</p>
<p>_____ Signed &amp; Delivered by <b>Witness 1:</b> _____ Name: Date: Place:</p>	<p>_____ Signed &amp; Delivered by <b>Witness 2:</b> _____ Name: Date: Place:</p>

The Writer whose name appears above signed this document in my presence and has produced the following documentation to establish his/her identity:

Writer Identification: \_\_\_\_\_

Name of the Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Annexure A**  
**Content Topic(s)**

**Topic(s):** [To be inserted]

**Timeframe:**

The completed Content shall be due on \_\_\_\_\_.

The Writer will be required to submit a report mid-way through during the grant period on approximately \_\_\_\_\_ which describes the progress of the project. The Writer must also submit a report at the completion of the project which describes outcomes and goals achieved. Reports must be submitted at least annually for projects that are expected to extend beyond one year. A copy of the Content must also be submitted to the Foundation upon completion. The Content is expected to be of the quality of a publishable report which the Writer could seek to get published at an accredited media outlet of his or her choice that has been approved by the Advisory Panel and annexed to this contract as **Annexure C**.



## **Annexure B Writer's Fee**

The Writer's Fee is INR 70,000 per month for the duration of the assignment plus an additional INR 80,000 toward travel assignment related expenses for a total of INR 500,000.

### Payment Terms:

- 25% of the Fee (INR 105,000) will be disbursed at the beginning of the assignment
- An additional 25% (INR 105,000) will be disbursed halfway through the assignment upon establishing that the project is on track to meet its timelines and objectives
- The remainder 50% (INR 210,000) will be disbursed once the product of the assignment is published
- In addition, INR 50,000 will be disbursed at the beginning of the assignment toward assignment related expenses. The applicant is expected to provide documentary evidence of expenses incurred and claim up to an additional INR 30,000 at the end of the assignment for related expenses incurred for the duration of the assignment

### Bank Transfer Instructions for payment to Writer:

Name of the Bank:

Name on the Account:

Account Number:

Account Holder's Address:

Bank Address:

SWIFT Code:

IFSC Code:

MICR Code:

**Annexure C**  
**Approved Media Outlet/Publications**

[To be inserted]