



# Master Service Agreement and Statement of Work

Between

**Smalt and Beryl Private Limited**

And

**Skill Council for Green Jobs (SCGJ)**

29<sup>th</sup> July, 2018

# Master Service Agreement

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**This Master Service Agreement (MSA)** is made and entered into on 29<sup>th</sup> July, 2018 by and between:

**Smalt and Beryl Pvt. Ltd.**, a company incorporated under the laws of India, with its principal office at Technology Business Incubator, ABESIT, Campus 2, 19<sup>th</sup> KM Stone, NH24, Vijay Nagar, Ghaziabad – 201009 (hereinafter “S&B”).

And

**Skill Council for Green Jobs**, a not-for-profit, autonomous, industry-led society, incorporated under the Societies Registration Act XXI, 1860 on 1st October, 2015, with its principal office at 3rd Floor, CBIP Building, Malcha Marg, Chanakyapuri, New Delhi - 110021 (hereinafter “SCGJ”).

## **WHEREAS**

- A. S&B is an Education and Technology firm engaged in the business of providing various digital business solutions to businesses across the globe, including tech development, analytics, business analysis and IT consulting. In addition, S&B also has its mentorship platform to upskill graduates to become Industry ready.
- B. SCGJ is a sector skill council under the National Skill India Mission with a mandate to facilitate skill development in the field of Renewable energy and other green sectors.
- C. Parties have decided to enter into this agreement in mutual interest for as per the terms defined below.
- D. Parties mutually agree for payment terms as per **Annexure – A**.
- E. Parties wish to record this arrangement by means of a written agreement.

**NOW, THEREFORE**, in consideration of the promises and obligations contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

## **1) COVENANTS**

- a) Smalt and Beryl shall provide IT services and support to develop, maintain and improvise the Skill development management applications besides other products of SCGJ as per the needs and requirements of SCGJ and the defined scope of the respective application.
- b) The licenses required for software during the process and for the purpose of development work and support shall be provided by or paid for by SCGJ
- c) Any specific hardware, other than the usual developer machines, required for carrying out software development shall be provided by or paid for by SCGJ.
- d) Smalt and Beryl shall utilize its versatile talent pool for the services offered to SCGJ. The domain areas of resources include, but is not limited to, Technology (Backend and Frontend), Project Management, Quality Assurance, UI, UX, Business Analysis, Digital Marketing, Content creations, Skill Development Trainings and Mentorship.

- e) The cost of travel and accommodation of any resource of Smalt and Beryl to the SCGJ office or for the purpose of work related to SCGJ shall be borne by SCGJ on actuals.
- f) Both parties will strive to keep regular and healthy communication between team members and management to ensure minimal gaps in understanding and issues, if any, be resolved amicably.

**2) FORCE MAJEURE.**

- a) Either party's failure to adhere to any term or condition of this Agreement as result of circumstances beyond the control of the relevant party (including without limitation, war, strikes, flood, governmental restrictions, and power, telecommunications or Internet failures or damages to or destruction of any network facilities) ["Force Majeure"] shall not be deemed to be, or to give rise to, a breach of this Agreement.
- b) If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue. However, if such a Force Majeure event subsists beyond 30 days, the other Party shall have the right to terminate this Agreement.

**3) CONFIDENTIALITY.**

- a) Neither party shall, without the written consent of the other, or as specified below, communicate confidential information of the other orally or in writing (including, without limitation, future business plans and services and the identity and addresses of the Users) to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information.
- b) Each party's obligations of confidentiality and non-disclosure shall not apply to disclosures to such party's counsel or other advisors or to a court, arbitration panel or other similar body, in the event such party has a bona fide dispute with the other party regarding this Agreement.

**4) TERM & TERMINATION.**

- a) This Agreement will be valid for an initial period of one (1) year and auto-renewable for a further period on the basis of mutual agreement by the parties.
- b) Provided that, unless the termination of this Agreement is for a material breach, it is expressly agreed that any existing customer contract at the time of termination or expiry of this Agreement, shall continue to survive and Parties shall continue to be bound by the terms thereof.
- c) This Agreement may be terminated at any time, by either party if the other party defaults in the performance of any provision of the Agreement and such default continues for a period of thirty (30) days after receipt of notice in writing thereof.
- d) Either Part may terminate this Agreement for convenience by furnishing a 30 days' notice to the other Party.



**Annexure A**

1. **Billing Rate:** The engagement shall follow a 'blended' hourly billing rate of INR 750/hour for the resources utilized as per the need of the project.
2. **Fees:** As consideration for the performance of the Services, SCGJ shall pay S&B the fees set forth in the applicable Statement(s) of Work. All fees will be quoted and payments made hereunder shall be in INR unless otherwise explicitly specified, within 15 days of receipt of invoices from S&B.
3. If SCGJ fails to make the aforementioned payments to S&B as per the above stipulated timeline, S&B shall have the right to immediately terminate the Agreement and recover the price of services provided, along with interest at 2% per month. S&B shall also have the right to exercise other remedies available under law.



The parties have caused this Agreement to be executed by their respective authorized representatives.

**Skill Council for Green Jobs (SCGJ)**

**Smalt and Beryl Private Limited**



Name: **Dr. Praveen Saxena**

Title: CEO

Date Signed: July 29, 2018

Address: 3rd Floor, CBIP Building, Malcha Marg,  
Chanakyapuri, New Delhi - 110021.

Name: **Ruchi Pareek**

Title: Director

Date Signed: July 29, 2018

Address: Technology Business Incubator, ABESIT,  
Campus 2, 19<sup>th</sup> KM Stone, NH24, Vijay Nagar,  
Ghaziabad – 201009 INDIA