

28 June 2023

Mrs. Kavita Singh
H No 23, Shreeji Dwarika Colony Behind Maruti
Residency, Raipur, 492006

Consultancy Agreement

Dear Kavita,

With reference to your candidature and subsequent discussions with us, we have pleasure in offering you this Consultancy Agreement for PMU for SDG Chhattisgarh and To provide technical, operational, and functional support to State Planning Commission, Government of **Business Consulting PI** at NCR-New Delhi (Aerocity). We would like you to undertake some aspects of this Project on our behalf and you, have indicated that you would be prepared to perform these responsibilities. Your consultancy agreement with us as an Advisor will be effective from **03 July 2023**. This offer is subject to your consent to the above criteria (viz. Consultancy Agreement for an Advisor role), in an unambiguous and unconditional manner.

Accordingly we propose to contract with you on the following terms and conditions:

1. Your responsibilities

- 1.1 We engage you with effect from your acceptance of these terms to provide us with the services described in **Schedule A** (the "**Services**"), together with such other services as we may reasonably request in connection with the Project. In addition to the scope of your Services, Schedule A also describes any timelines you must adhere to, as well as the deliverables you are required to prepare.
- 1.2 You agree to perform the Services in a timely manner, and to exercise all reasonable skill and care in your performance of them.
- 1.3 You shall provide us promptly with any information, data or documents that we may reasonably require in connection with the Services or the Project.

2. Fees and expenses

- 2.1 We will pay you in respect of your professional fees and expenses (relating to the Services) as specified in **Schedule B** or upon such other terms as we may agree with you from time to time in writing. Unless otherwise agreed between us, you will invoice us monthly in arrears. Each invoice you submit will include a description of the work you have performed during the period

to which it relates and you will provide any further information (concerning the work and expenses you have incurred) that we may require.

- 2.2 Payment by us of your invoices shall be subject to the deduction of applicable withholding taxes.
- 2.3 You acknowledge that your remuneration under clause 2.1 above shall constitute your sole remuneration in connection with this Consultancy Agreement or the Services and you shall not be entitled to or accept for your own benefit any trade commission, discount or similar payment in connection with this Consultancy Agreement, the Services or otherwise in discharge of your obligations hereunder.

3. **Termination**

- 3.1 We may terminate this agreement (along with the Schedules and Attachments hereto, collectively the “**Consultancy Agreement**”) immediately upon written notice to you if:
- (a) you are unable to perform the Services or have materially or repeatedly breached any of the terms of this Consultancy Agreement; or
 - (b) you perform the Services or any part of them in a manner which is unsatisfactory to us. Where we reasonably consider the default in performance to be remediable we will give you 15 days to remedy the problem to our satisfaction. You will be responsible for all additional costs and expenses incurred in the variation or re-performance of Services which have not been deemed satisfactory; or
 - (c) you become bankrupt (or, in the case of a partnership, any of your partners becomes bankrupt), are adjudicated insolvent, have a liquidator or an administrative or other receiver appointed to manage your affairs or have an order made against you that you be wound up or pass a resolution for your winding up or cease to carry on all or substantially all of your business; or
 - (d) we reasonably determine that such termination is required in accordance with applicable law, regulations or professional obligations (including as a result of circumstances that threaten our professional independence or create a potential conflict of interest); or
 - (e) you breach clauses 5, 6, 7 or 8, or if you breach any of your representations and warranties contained in clause 16.2.

Such termination shall be without prejudice to any rights we might have which accrued prior to termination.

- 3.2 Either party may terminate this Consultancy Agreement for any reason on 30 days' notice.
- 3.3 In the event of any termination of this Consultancy Agreement under this clause 3, you shall immediately provide us with all the Works (defined below) you have prepared until the date of such termination. In the event we terminate this Consultancy Agreement under clauses 3.1 (a), (b), (c) or (e), you shall compensate us for all reasonable costs incurred by us as a result of such termination.

- 3.4 This Consultancy Agreement shall be valid for a period of **12 Month(s)** unless terminated earlier in accordance with the terms hereof. This Consultancy Agreement may be renewed by mutual written agreement between the parties.

4. **Intellectual Property Rights**

- 4.1 We will own all rights, title and interest in and to all data, reports, frameworks, specifications, designs, models, analyses, inventions, programs and other property or materials (collectively, the "**Works**") that you or, if an entity, your employees, officers, managers, directors or agents (collectively, "**Personnel**") develop in connection with the provision of the Services including all copyright interests and intellectual property rights in the Works. You shall perform all such acts as may be reasonably necessary for the purpose of perfecting the assignment to us of all copyright and other intellectual property rights in the Works. You hereby waive (and if an entity, shall cause your Personnel to waive) all moral rights in all jurisdictions.
- 4.2 You acknowledge that during the performance of your Services, you may gain access to certain methodologies, frameworks, know-how, products, processes, ideas, interpretations, models, documentation, manuals, software, discs, reports, research, working notes, papers, data, specifications, designs, analyses, inventions and/or similar items ("**Materials**") which are proprietary to us, our clients or other third parties. You agree that this Consultancy Agreement shall not operate to transfer any intellectual property rights or copyright interests in such Materials to you, and we (or our clients or other third parties, as the case may be) shall continue to retain all intellectual property rights and copyright interests in such Materials.
- 4.3 You shall not copy, reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer or otherwise deal with or cause to reduce the value of the Materials except as expressly authorized by us in writing.

5. **Confidentiality**

- 5.1 You shall not contact any of our clients directly without our prior written consent, unless expressly required by the scope of your Services. In the course of providing the Services you will be privy to information of a confidential nature relating to our clients and you may learn confidential information about us, our business, our systems of work and our clients ("**Confidential Information**"). You agree that you will use such Confidential Information only in compliance with your obligations under this Consultancy Agreement, that you will not disclose such information to any third party except to the extent required by law. These restrictions do not apply to information which has entered the public domain or which has been disclosed to you by a third party who is not subject to any restriction on disclosure.

6. **Data Protection**

- 6.1 To the extent you collect, use, store or otherwise process (collectively, "**Process**") Confidential Information that can be linked to specific individuals ("**Personal Data**") in connection with the performance of your Services hereunder, you shall Process such Personal Data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "**Act**"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "**Rules**").
- 6.2 You shall not retain Personal Data for longer than is reasonably required for the performance of your Services. At our written request at any time during the term of this Consultancy Agreement

or after, you will either return immediately to us, or destroy, all Personal Data which you may have received or collected under this Consultancy Agreement and which may be in your possession, including any copies made, and make no further use of such Personal Data. Upon our request, you shall certify that all such Personal Data has been returned or destroyed in accordance with this clause.

- 6.3 We shall have the right to audit your compliance with clauses 6.1 and 6.2 of this Consultancy Agreement at any time during the term hereof and for a period of six (6) months after its termination, upon providing you reasonable prior notice. You will fully cooperate with any such audit that may be conducted.

7. Anti-Bribery, Corruption and Money-laundering

- 7.1 In the performance of the Services, you shall comply fully with all applicable anti-corruption, anti-bribery and anti-money laundering laws including without limitation the Indian Prevention of Corruption Act, 1988, the UK Bribery Act, 2010, the U.S. Foreign Corrupt Practices Act, 1997, the Indian Prevention of Money-laundering Act, 2002, and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transaction, and shall refrain from doing any such act, deed or thing that may cause us to be in violation of such laws.

- 7.2 In the performance of the Services, you shall also comply with all applicable laws including without limitation enactments, orders, ordinances, rules, regulations, resolutions, and guidelines as promulgated from time to time and having the force of law. (hereinafter referred to as **"Applicable Laws"**).

- 7.3 Without prejudice to the generality of the preceding clause 7.1, you shall not offer, give, receive or solicit (and, if an entity, shall cause your Personnel not to offer, give, receive or solicit, directly or indirectly, money or anything of value to or from:

- 7.3.1 any third party to influence their actions or functions improperly or to otherwise gain an unfair advantage;
- 7.3.2 any of our employees, managers, partners or other personnel in connection with the performance of the Services to influence their actions or functions improperly or to otherwise gain an unfair advantage;
- 7.3.3 any Government Official. **"Government Official"** means any Indian or foreign government official or employee (including employees of a government corporation or public international organization), any political party, candidate for public office, judicial officer and any Indian public servant (as defined in the Prevention of Corruption Act, 1988).

None of the fees paid pursuant to this Consultancy Agreement will be paid, directly or indirectly, to any of our employees, managers, partners or other personnel or a Government Official.

- 7.4 You shall create and maintain precise and accurate books and financial records in connection with the Services to be performed under this Consultancy Agreement, and shall retain such books and records for a period of ten (10) years after termination of your Services hereunder. Upon reasonable request, we shall have the right to inspect your books and financial records to determine your compliance with this clause 7. You will fully cooperate with any such inspection that may be conducted.

- 7.5 You agree that we may disclose the terms of this Consultancy Agreement, including your identity and the payment terms, to any third party who, in our judgment, has a legitimate need to know, including Government agencies.
- 7.6 You hereby warrant and represent that to the best of your knowledge, following due enquiry, neither you nor any of your Associated Person, wherever applicable, ("Associated Person" in relation to you shall mean a person who performs or has performed services for or on behalf of you), has been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body, regarding any offence or alleged offence under the Anti-Corruption Laws and no such investigation, inquiry or proceedings are pending or have been threatened and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings. You further warrant and represent:
- a. you shall perform your obligations under this Agreement in compliance with the Anti-Corruption Laws and Applicable Laws and shall maintain its own policies and procedures to ensure strict compliance thereof.
 - b. there shall be no cap on your liability for breach of clause 7 herein.
 - c. you shall not do or omit to do, any act that will cause us to be in breach of the Anti-Corruption Law and Applicable Law.
 - d. you shall make it clear to Associated Person, including your staff and sub-contractors, as applicable, that you do not accept or condone the payment of bribes, including facilitation payments, on your behalf.
 - e. you shall promptly report to us any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of the services under this Agreement.

8. Conflict of Interests

- 8.1 You shall establish and maintain appropriate business standards, procedures and controls to ensure that no conflict of interest arises out of your performance of the Services, and specifically (without limitation) between Services undertaken for any of our clients and any other services you or your affiliates may perform for such client. You shall not accept or engage in any assignment that would be in conflict with your prior or current obligations to other clients, or that may place you in a position of not being able to carry out the Services in our or our clients' best interests.

9. Severability

- 9.1 The validity of this Agreement shall not be affected should one or more of its terms or conditions be or become legally invalid so long as such term or condition is severable from and not fundamental to the obligations of either Party to this Agreement. In such case, the Parties shall negotiate in good faith to replace the invalid provision(s) with a legally valid and enforceable provision(s) which serves the same purpose or the purpose closest to the invalid or unenforceable provision(s) to the greatest extent possible.

10. Insider Dealing and Market Abuse

- 10.1 You will not make use of, nor pass on to others, price sensitive information obtained in a professional or personal capacity, whether relating to a client or not, or engage in any other

conduct in a manner which could be regarded as in contravention of legislation on insider dealing (for example, by dealing in the shares and other securities of companies or businesses to which the information relates) or market abuse (for example, creating false markets by involvement in generating misleading information or artificial transactions).

- 10.2 You confirm that, and undertake to make same confirmations at each anniversary of this confirmation, you have been given access to and have read and understood the Insider Trading Code of the Firm and undertake to be in compliance with the same at all times. You undertake to make available without demure such information as you may deem necessary to satisfy EY that you have complied with the SEBI Securities and Exchange Board of India (Prohibition of Insider Trading) (Amended) Regulations, 2018, and your Insider Trading Code.

You further confirm that you shall upon notice forward following details of your Securities transactions including without limitation the statement of all dependent family members (as defined by the organisation / Firm) to the Compliance Officer appointed by us:-

- a) all holdings in securities by directors / officers / designated employees / partners at any time during my Appointment.
- b) periodic statement of any transactions in securities (the periodicity of reporting may be defined by the Firm or organization).
- c) annual statement of all holdings in securities
- d) all bank statements
- e) name, Phone no, Mobile No, PAN No./ Driving License/Adhaar no or any other identifier authorized by law of self and my immediate relatives*.
- f) Details of persons with whom I share a material financial relationship** including their Phone no and Mobile no.
- g) name of educational institution from which I studied and names of my past employers if any.

11. Whole Agreement

- 11.1 Each party acknowledges that this agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other and has made its own independent investigations into all matters relevant to it.
- 11.2 This agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreement s are cancelled as at date of this agreement but without prejudice to any rights which have already accrued to either of the parties.

12. Notices

Any notice to be served on either side of the parties by the other shall be sent by speed post/ Registered AD/Courier in the manner as elected by the Party giving such notice to the following addresses

To the consultant:-	To the company:-
Name of the consultant - Kavita Singh	Name of the partner - Rohit Agarwal
Address of the consultant - H No 23,ShreeJi Dwarika Colony Behind Maruti Residency, Raipur, 492006	Office address - 3rd & 6th Floor, Worldmark-1, Aerocity IGI Airport Hospitality District New Delhi 110037

13. **Costs**

Each of the parties shall pay all costs and expenses incurred by it in connection with the preparation of this agreement.

14. **Waiver**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.

15. **Insurance and Liability**

You shall maintain adequate liability insurance coverage during the period of this agreement and shall indemnify Ernst & Young LLP and any Member firm for loss, liability, costs (including reasonable legal costs), damage or expenses arising from any breach by you of the terms of this agreement. On request you will provide us with a certificate of insurance evidencing the coverage.

16. **Miscellaneous**

16.1 Your appointment under this Consultancy Agreement will be as an independent contractor. You will not represent to any third party that you are our partner or employee or our agent. You expressly acknowledge that you do not have the authority to bind us in any way. You shall not subcontract any portion of the Services hereunder without our prior written consent. Additionally, the agreement shall not entitle you to claim permanent employment with either **Ernst & Young LLP**, or the client.

16.2 You represent and warrant that as of the date of this Consultancy Agreement and throughout its duration:

- (i) you (and, if an entity, your directors, executive officers and substantial equity owners) are not director(s), executive officer(s) or substantial equity owner(s) in any audit client of any entity in the global network of Ernst & Young Global Limited
- (ii) the amount you expect to earn under this Consultancy Agreement shall not exceed 10% of your total annual revenues;
- (iii) you are in compliance with all laws and regulations applicable to your business; and;
- (iv) you, your affiliates, and your Personnel involved in the performance of your Services, have not been debarred or blacklisted by any of our clients.
- (v) you have been provided with copies of the **Ernst & Young LLP** Code of Conduct and excerpts from **Ernst & Young LLP's** Independence Policy. You have read these documents, understood them, and will comply fully with them during the Term, including, without limitation, requirements with respect to financial interests, employment relationships and family and personal relationships. Before discussing any opportunity to provide any service to client of **Ernst & Young LLP** or a Member

Firm identified by **Ernst & Young LLP** as an audit client thereof or a client otherwise subject to independence restrictions (an “audit client”), you will meet with **Ernst & Young LLP** to determine whether such contact would require your, your immediate family members, and each of your Company to dispose of all interests, equity or otherwise, or any right to acquire any such interest (any of which, an “interest”) in such audit client (other than interests held by a mutual fund in which any of them holds an interest, unless the mutual fund itself is the audit client), in order to comply with **Ernst & Young LLP’s** independence requirements. During the term of this Agreement, neither you, nor any member of your immediate family, or any of your Company shall acquire any new or additional interest, or reacquire an interest, in an audit client with which personnel you had discussed the provision of any services during the term of this Agreement.

(vi) The particulars stated by you in the enclosures below are true and complete. You shall inform us immediately of any circumstances that alter or negate your representations in the preceding sentences.

16.3 To the fullest extent permissible by applicable law, you will indemnify us against all claims, demands, penalties, liabilities, losses, damages and expenses (including reasonable legal expenses) made against, imposed on or suffered by us, our employees, or any of our affiliates or their employees, arising out of or related to your breach of the representations and warranties contained in clause 10.2.

16.4 The following annexures form an integral part of this Agreement:

17. **Governing Law and Jurisdiction**

17.1 This Consultancy Agreement shall be governed by and construed in accordance with the laws of India.

17.2 All disputes, differences or disagreement arising out of, in connection with or in relation to this consultancy agreement including its interpretation, performance or termination, in the first instance shall be settled through mutual discussions between the parties.

17.3 Any dispute arising out of this Consultancy Agreement or your Services shall be subject to the exclusive jurisdiction of the New Delhi courts.

Looking forward to having you with us, and hope you have a rewarding and challenging experience with us.

Please sign and return to us the duplicate copy of this letter in token of your acceptance.

Yours sincerely,
For Ernst & Young LLP



Anshula Verma

Authorised Signatory

I hereby accept the position and terms and conditions of employment offered.

Signature

Date

Mrs. Kavita Singh

Scope of Work

- Assist in preparation of comprehensive annual progress report across all indicators for the State
- Formulate District indicator framework in consultation with concerned departments and authorities and support to develop an institutional mechanism and policy level change for efficient coordination to implement SDG M&E framework through establishment of technical and management support group at appropriate levels
- Provide inputs in budget-based visioning exercise especially focusing on identified goals targets
- Provide support to these committees to access current status of progress on the goals, identify monitorable targets, identification of priorities, short/medium/long term action plan and preparation of budgets required to achieve the goals based on timeline
- Work closely work with each Department in linking the Department's request for grants as well as the annual outcome budgets to the SDG process and SDG budgeting
- Provide technical assistance in various aspects such as development of uniform structure of data collection, SoP for regularizing disaggregated data reporting department' benchmark their progress, revised indicators with quantifying deliverables, identifying priority areas and sharing best practices, identify cross sector impacts of policies and linking scheme evaluation to targets etc. to align the systems and process of concerned Departments to the related SDG goal.
- Ensure inter departmental coordination and continuous interaction and liaison with concerned Govt. of India ministries & NITI Aayog
- Devise an online dashboard for monitoring achievement of SDG goals and help in preparing a comprehensive framework for analysis of the data generated in dashboard and provide advisory support for necessary action by the concerned Departments PMU will be entrusted to do following:-
 - To structure and build appropriate functionality for monitoring the progress against the SDGs on the Dashboard with appropriate calculation logic as specified by Niti Aayog and MoSPI
 - Mapping of Central and State schemes with the Goals to improve the monitoring Developing a scalable data architecture based SDG dashboard
 - Conceptualize and build consensus on the various aspects of SDG dashboard such as views, scorecards, priority and non-priority indicators and indicators weightage etc.
 - Operationalization of the Dashboard to maintain the updates and upgrade the Dashboard with recent requirements.
 - Cloud Server Management to deploy necessary storage space for the data repository
 - Ensure a secured server for the Dashboard to provide security to the data being populated
 - Develop the interface of the Dashboard using interactive graphs and pictorials for analysis, comparison and monitoring using D3, Fusion charts and Google charts.
 - Monitoring and tracking the district scorecard, performance on indicators against targets and SDG goal ranking of districts.
 - Identification of the top performers and the bottom performers, and analysis of the reasons for the same.
 - Identification of the problems specific to districts, analysis of the trends of district performance and taking of corrective actions before it degrades below a certain threshold
 - Undertake detailed analysis of the poor performing indicators to suggest strategies and schemes towards acceleration of progress towards SDG
 - Facilitate the application of advanced analytics techniques for decision making

Advice on preparation of an SDG Communication Strategy to build awareness amongst key stakeholders such as State Government Departments, academic institutions, Civil Society Organizations, private sector, and the media The PMU will develop and implement capacity development programmes for different target groups/stakeholders as required from time to time.



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New Delhi - 110 037, India
Phone: +91 11 6671 8000
Fax: +91 11 6671 9999

Schedule B

Fee Schedule

For the above professional services provided by you, we will pay you a monthly retainer ship fees of **INR 80,000 (INR Eighty Thousand Only per month)**. The TDS will be deducted as per the Income Tax rules. The retainer fee will be payable by the 15th day of the following calendar month.

All Taxes shall be applicable at prevailing rates

ATTACHMENT 1

Confidentiality & Independence Declaration

INSTRUCTIONS:

In case the retainer is a person, this declaration form shall be completed by such person for himself or herself after having reviewed any documents mentioned herein (for e.g., the Firm's Code of Conduct) and carried out any necessary due diligence.

Name:(hereinafter, 'I')

Business Unit:

Office Location:

Date of Engagement:

Name of the Firm: (hereinafter, 'the Firm' or 'you')

I acknowledge that the purpose of this declaration is to confirm certain terms to which the Firm requires my agreement before permitting me to take up my engagement as a with the Firm (collectively, the 'Engagement'). Further, I acknowledge that the Firm's offices and the Firm's communications with me in the course of my Engagement contain certain information in both paper and electronic form of a highly confidential nature relating to both the Firm's clients and the Firm's own business (the '**Information**').

1. Insider Dealing and Market Abuse

- a) I will not make use of, nor pass on to others, price sensitive information obtained in a professional or personal capacity, whether relating to a client or not, or engage in any other conduct in a manner which could be regarded as being in contravention of legislation on insider dealing (for example, by dealing in the shares and other securities of companies or businesses to which the information relates) or market abuse (for example, creating false markets by involvement in generating misleading information or artificial transactions).
- b) I confirm that, and undertake to make the same confirmations at each anniversary of this confirmation, I have been given access to and have read and understood the Insider Trading Code of the Firm and undertake to be in compliance with the same at all times. I undertake to make available without demure such information as you may deem necessary to satisfy yourself that I have complied with the SEBI Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 1992, and the Firm's Insider Trading Code.

- c) I further confirm that I shall upon notice forward following details of my Securities transactions including the statement of all dependent family members (as defined by the Firm) to the Compliance Officer appointed by you:
- (a) all holdings in securities by directors / officers / designated employees / partners at any time during my Engagement;
 - (b) periodic statement of any transactions in securities (the periodicity of reporting may be defined by the Firm. The Firm may also be free to decide whether reporting is required for trades where pre-clearance is also required;
 - (c) annual statement of all holdings in securities;
 - (d) all bank statements.

2. Data Protection

I confirm that I will at all times adhere to Firm's rules respecting the confidentiality and sensitivity of data. I acknowledge that the Firm's rules on data protection are available on request with my contact manager at the Firm.

3. IT Code of Practice

- a) I will abide by the rules, policies and procedures set out in the Firm's "IT Practice", which is available with my contact manager at the Firm.
- b) I also understand that I should not offer advice to users of your IT systems (or to anyone connected with them) that contradicts the policies and procedures contained in the IT Code of Practice.
- c) I am aware that the Firm's IT and telecommunications systems are provided to further the Firm's business and that all work performed on the Firm's IT and telecommunications systems (e.g. servers, PCs, internet, email, telephones) belongs to the Firm and can be monitored at any time.

4. Bringing the Firm into Disrepute

I will do nothing that might bring the Firm, or any of its partners or staff, into disrepute.

5. Conditions of Engagement

During my Engagement with the Firm, I agree to abide by the terms and conditions outlined in the Firm's Code of Conduct (the "Code") and any staff policies and procedures as informed to me, which is available on request from my contact manager at the Firm. I have received a copy of and have read and understood the Code.

6. Independence and Conflicts of Interest

The purpose of this part of the declaration is to ensure that the Firm's independence is not impaired and that any conflicts of interest are identified and managed. I undertake

to familiarize myself with the Worldwide Independence List (WIL) as available with the Firm.

An asterisk (*) denotes a defined term as follows:

*** immediate family member** includes wives, husbands, spousal equivalents and financially dependent individuals (e.g., children, step-children and other relatives). Financially dependent individuals include any person who received more than half of their support for the most recent fiscal year from a professional and/or his or her spouse (or spousal equivalent).

*** close family member** includes an individual's nondependent parents, step-parents, children, step-children and siblings. Close non-family relationships that entail frequent or regular social contact should also be considered in the assessment of any actual or perceived threat to independence.

- a) I confirm that during my Engagement with the Firm neither I nor my immediate family members* will trade in any of the entities on the WIL.
- b) I confirm that I will not charge any time to any entity on the WIL or to any other audit client if I, or any of my immediate family members,* hold beneficially any securities in that entity.
- c) If I am assigned to a client in which I or my immediate family members* have a financial interest, whether directly or beneficially through a trust, I confirm that I will notify the Firm so that I can be assigned to another client.
- d) If I am assigned to a client for which any of my immediate family members* or close family members* are directors or employees I will notify the Firm so that I can be assigned to another client if appropriate.
- e) I will not, and nor will any of my immediate family members*, accept gifts, hospitality or other benefits nor purchase goods or services at less than market value from any client of the Firm, nor from any other person or entity, in circumstances which might prejudice my or the Firm's integrity and objectivity in relation to any client of the Firm.
- f) I am not a director, executive officer or substantial equity owner in any audit client specified in the WIL.
- g) I have disclosed below any business interests that I hold with the Firm clients, and any other factors that may give rise to a potential conflict between my interests and those of the Firm or any the Firm clients. I undertake to notify the Firm's HR manager of any changes in these interests and of any other relevant information in the future.

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[If the above space is inadequate, please attach a separate sheet with any particulars you may wish to provide.]

- h) I have disclosed below any directorships, trusteeships or other personal appointments that I hold. I undertake to consult and inform the Firm's Risk Management team of below mentioned appointments and will immediately surrender any prohibited policies as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of my joining. I further undertake to notify or obtain prior approval, as applicable, from Risk Management Team, for any changes in the appointments that I may hold in the future.

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[If the above space is inadequate, please attach a separate sheet with any particulars you may wish to provide.]

Where appropriate, the advice of the Firm's Independence team may be sought in relation to the information disclosed above.

7. Fit & Proper Questionnaire

I have completed and signed the attached Fit & Proper Questionnaire (Attachment 2).

8. Declarations

To the best of my knowledge and belief, the answers I have given in this declaration and in the attached Fit & Proper Questionnaire are true and accurate in all respects. I understand that, if any misleading statements or omissions are discovered, my Engagement may be terminated.

In signing this declaration, I signify that I have apprised myself with all the policies and rules of the firm, and I accordingly agree to agree to abide by the conditions set out in this document. I understand that if I fail to abide by these conditions, my Engagement may be terminated forthwith.

SIGNATURE CLAUSE FOR CONSULTANT:

.....

Name:

Date:

Fit & Proper Questionnaire

Name: _____ (Capitals)

Office Location (e.g. GVT/HT/Express Towers): _____.

Date: _____

Financial Integrity and Reliability		NO	YES
1.	In the last ten years has a court, in India or elsewhere, given any judgement against you about a debt? <i>If so, give particulars.</i>		
2.	In the last ten years have you made any compromise arrangement with your creditors? <i>If so, give particulars.</i>		
3.	Have you ever been declared bankrupt or been the subject of a bankruptcy court order in India or elsewhere, or has a bankruptcy petition ever been served on you? <i>If so, give particulars.</i>		
4.	Have you ever signed a trust deed for a creditor, made an assignment for the benefit of creditors or made any arrangements for the payment of a composition to creditors? <i>If so, give particulars.</i>		
Convictions or Civil Liabilities			
<i>Note: offenders committed before the age of 17, unless committed within the last 10 years, and any road traffic offence that did not lead to a disqualification or prison sentence, may be excluded</i>			
5.	Have you at any time pleaded guilty to or been found guilty of any offence? <i>If so, give details of the court which convicted you, the offence, the penalty imposed and date of conviction.</i>		
6.	In the last five years have you, in India or elsewhere, been the subject of any civil action relating to your professional or business activities which has resulted in a finding against you by a court, or a settlement being agreed? <i>If so, give particulars.</i>		
7.	Have you ever been disqualified by a court from being a director, or from acting in the management or conduct of the affairs of any company? <i>If so, give particulars.</i>		

Good Reputation and Character		NO	YES
8.	Have you, in India or elsewhere, ever been refused the right or been restricted in the right to carry on any trade, business or profession for which a specific licence, registration or other authority is required? <i>If so, give particulars.</i>		
9.	Have you, in India or elsewhere, ever been investigated about allegations of misconduct or malpractice in connection with your professional activities which resulted in a formal complaint being proved but no disciplinary order being made?		

	<i>If so, give particulars.</i>		
10.	Have you, in India or elsewhere, ever been the subject of disciplinary procedures by a professional body or employer resulting in a finding against you? <i>If so, give particulars.</i>		
11.	Have you, in India or elsewhere, ever been reprimanded, excluded, disciplined or publicly criticised by any professional body which you belong or have belonged to? <i>If so, give particulars.</i>		
12.	Have you, in India or elsewhere, ever been refused entry to or excluded from membership of any profession or vocation? <i>If so, give details.</i>		
13.	Have you, in India or elsewhere, ever been dismissed from any office (other than as auditor) or employment or requested to resign from any office, employment or partnership? <i>If so, give particulars.</i>		
14.	Have you, in India or elsewhere, ever been reprimanded, warned about future conduct, disciplined, or publicly criticised by any regulatory body, or any officially appointed enquiry concerned with the regulation of a financial, professional or other business activity? <i>If so, give particulars.</i>		
15.	Have you, in India or elsewhere, ever been the subject of a court order at the instigation of any regulatory body or any officially appointed enquiry concerned with the regulation of a financial, professional or other business activity? <i>If so, give particulars.</i>		
16.	Are you currently undergoing any investigation or disciplinary procedure as described in 8-15 above? <i>If so, give particulars.</i>		
<p>SIGNED _____ DATE _____</p>			