**SERVICE AGREEMENT**

The Service Agreement (“**Agreement**”) is executed at Delhi on this\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, **2017** (hereinafter referred to as “**Effective Date**”)

**BETWEEN**

\_\_\_\_\_\_\_\_\_\_\_\_\_ a company registered under the provisions of the Companies Act, 1956/2013 and having its Registered office at ……………………………(hereinafter referred to as "**Client"**) which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns;

**AND**

**AuthBridge Research Services Private Limited**, a company registered under the provisions of the Companies Act, 1956 and having its Corporate office at Plot No 123, 2nd Floor, Udyog Vihar, Phase IV, Gurgaon, Haryana- 122 016 (hereinafter referred to as **“AUTHBRIDGE”**) which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns; of the SECOND PART;

**(Client and AUTHBRIDGE** are hereinafter collectively referred to as “**Parties”** and individually as “**Party**”, as the context may demand)

1. **Scope of Services:** AUTHBRIDGE shall provide <Employee Background Screening Services> (hereinafter referred to as “**Services**”) to the Client for its prospective employees/candidates as a support to the Client’s human resource functions in accordance with the Scope as detailed in **ANNEXURE A** (“**Scope of Services**”). **[CHANGES BY SALES]**
2. **Client’s Obligations:** The Client shall:
   1. Provide an authorization in the template given in **ANNEXURE C** to AUTHBRIDGE for conducting background verification/screening of its employees/ suppliers/ vendors/ partners, whether existing or potential as requested from time to time in accordance with the terms of this Agreement; **[N ON-NEGOTIABLE]**
   2. Undertake to provide the Company with a Minimum Quarterly Commitment (as detailed in Section 1 of **ANNEXURE B** herein below) which shall be taken as a minimum guarantee offered by the Client to the Company. The Parties hereby agree that the Service Fee offered by the Company to the Client as per Annexure B is based on the Minimum Quarterly Commitment agreed by the Client; **[NON NEGOTIABLE IF MQC AGREED]**
   3. Utilize the Services only in accordance with the rights of use granted by this Agreement and shall prevent access to reports and logins to applications provided by AUTHBRIDGE to anyone other than those Client’s employees who have a need to know it as a part of their official duties; **[CHANGES WITH MANAGEMENT CONSENT]**
   4. Use the Services solely and exclusively for its own employment/ recruitment purpose only and for no other purposes. The Client further undertakes to hold the information provided by AUTHBRIDGE in strict confidence and not share, disclose, part with or resell the information provided by AUTHBRIDGE to any third party; **[CHANGES BY SALES]**
   5. Ensure to obtain a prior formal consent/ authorization from persons whose Background Screening is being conducted by AUTHBRIDGE, in a template provided by AUTHBRIDGE (annexed herein as **ANNEXURE D**) or in an equivalent template approved by AUTHBRIDGE. Failure to obtain such consent before issuing a mandate to AUTHBRIDGE shall be considered a material breach of this Agreement by the Client and the Client alone shall be responsible for the consequences thereof. The copy of consent form shall be provided to AUTHBRIDGE along with the service request**; [NON NEGOTIABLE]**
   6. Be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by the Client to AUTHBRIDGE. AUTHBRIDGE may reasonably rely on the accuracy of such information without need to ascertain its truthfulness unless the information, on its’ face, appears untrue and unreasonable; **[CHANGES WITH LEGAL CONSENT]**
   7. Comply at all times with all applicable laws including data protection laws in its use of the Services including but not limited to the Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time; **[CHANGES WITH LEGAL CONSENT]**
   8. Provide AUTHBRIDGE with any information or assistance which the parties have agreed to in order for AUTHBRIDGE to perform its obligations under this Agreement and to ensure that all information provided to AUTHBRIDGE is true and complete to the best of Client’s knowledge; **[CHANGES BY SALES]**
   9. Satisfy the conditions mentioned in this Agreement which are required to be fulfilled by the Client for it to use the Services; **[CHANGES BY SALES]**
   10. If applicable and required, enter into a separate agreement or sign an addendum with AUTHBRIDGE for access to data from UIDAI databases and PAN data and comply with the conditions within such Agreements at all times; **[CHANGES WITH MANAGEMENT CONSENT]**
   11. The Client further agrees that: **[CHANGES WITH MANAGEMENT CONSENT]**
       1. It will maintain technical and organizational security measures and procedures as per the applicable laws to prevent unauthorized disclosure or usage of logins to applications provided by AUTHBRIDGE, by unauthorized persons;
       2. It shall Inform AUTHBRIDGE immediately on becoming aware of any unauthorized use or access of any Client ID in order for AUTHBRIDGE to deactivate such Client IDs;
       3. The Client acknowledges and agrees that control of and security of logins and passwords used to access AUTHBRIDGE provided Services are sole responsibility of the Client and that AUTHBRIDGE shall have no liability whatsoever to the Client for any losses (whether direct, indirect or consequential) emanating from misuse of the logins by persons not authorized by the Client in this regard. **[CHANGES WITH MANAGEMENT CONSENT]**
3. **Service Fee:** AUTHBRIDGE shall provide Deliverables and Services to the Client at Prices mentioned in the Annexure B (Service Fees). The Client will be obliged to pay the Service Fees and Other Charges as mentioned in Annexure B in accordance with the payment terms provided in Clause (4) herein below along with all Taxes, as may be applicable and mentioned in Clause (5) below. For any additional services not set forth in the scope of this Agreement or the Annexures herein, the terms of the same shall be negotiated and executed between the Parties as and when required. **[CHANGE BY SALES]**
4. **Invoicing and Payment: [CHANGES BY SALES]**
   1. AUTHBRIDGE shall invoice the Client for the Services and Deliverables provided to the Client twice every month:
      * 1. on the 16th of the month for reports submitted between 1st and 15th of that month; and
        2. on the last day of the month for reports submitted between 16th and last day of that month. **[PLEASE CONFIRM]**
   2. The invoice will become due on presentation (computer generated digitally signed invoices in Portable Document Format only) and payment should be received from the Client within thirty (30) days from such date of presentation. If Client does not escalate any discrepancies in the invoice submitted within five (5) business days after receipt of the invoice, the invoice would be deemed approved for payment.
   3. All amounts due to AUTHBRIDGE under this Agreement shall be payable by the Client either by cheque or Demand Draft or by electronic bank transfer in accordance with the terms herein. Any expenses incurred towards making payments including but not limited to bank transfer charges, outstation cheque or Demand Draft charges etc. will entirely be to the Client’s account.
   4. AUTHBRIDGE will raise invoices as per its standard format and the Client will agree to the same as per the terms and conditions stated above.
   5. In case of any valid discrepancy or dispute being raised by the Client within five (5) business days of the receipt of the invoice, both the Parties shall amicable resolve the dispute within 15 business days from the date of such dispute and the Client shall release the payments within ten (10) business days from the date of resolution of the said disputes.
   6. In addition, the Client undertakes that it shall not withhold the payments for the un-disputed invoices and payment for the undisputed cases in the invoices would need to be made within the due date of the said invoices.
   7. In the event of any delay of payments beyond agreed period as provided herein above, the Client shall be liable to pay interest as per the provisions of MSME Development Act, 2006, from the last day when the payment was to be received till the date of actual payment made by the Client. In the event any legal action is required for collection of any monetary obligations with respect to the Services provided herein, the Client shall be liable for all costs and reasonable attorneys’ fees incurred by AUTHBRIDGE in collection of such obligations. **[CHANGES WITH MANAGEMENT CONSENT]**
   8. AUTHBRIDGE will not be accountable for delivering within its committed Service Levels in the event the Client fails to pay for outstanding invoices (of undisputed cases) within time.
   9. For “India – Police Record Verification”, the invoice and payment process will work differently as detailed in Section 5 of **ANNEXURE B** herein below.
5. **Taxes:** All amounts set out in this Agreement are subject to Goods and Service Tax or other local applicable taxes, which shall be paid by the Client at the rate and the manner prescribed by applicable law from time to time. AUTHBRIDGE shall invoice the Client for all appropriate taxes and expenses which AUTHBRIDGE is obliged to collect. **[CHANGES BY SALES]**

1. **Confidentiality and Publicity [CHANGES BY SALES]**
   1. For the purpose of this clause, the party disclosing Confidential Information shall be referred to as the **“Disclosing Party”** and the party receiving such Confidential Information shall be referred to as the **“Receiving Party”**.
   2. The Receiving Party hereby acknowledges and agrees that any and all confidential information howsoever related to the business and affairs of the Disclosing Party which may be supplied to the Receiving Party by or on behalf of the Disclosing Party and/or which may be made available to the Receiving Party by the Disclosing Party or any of its advisors, officers or employees or otherwise learned by the Receiving Party in the course of the provision of Services under this Agreement will be treated by the Receiving Party as being information of a confidential nature (“**Confidential Information**”) which is the absolute property of the Disclosing Party.
   3. The Receiving Party shall:
      1. Not use any of the Confidential Information under this Agreement otherwise than for the purpose of performing its obligations and exercising its rights under this Agreement;
      2. At all times during and after the Term maintain the confidentiality of the Confidential Information and any copies, photographs, drawings or recordings of any type whatsoever of any of the Confidential Information;
      3. Only make available the Confidential Information to such of its employees, contractors, agents and professional advisors as required to perform the obligations under this Agreement and who further have been informed by the Receiving Party of the confidential nature of the Confidential Information and of their obligations in respect thereof; and
      4. Forthwith on request of the Disclosing Party and in accordance with such request or upon termination of this Agreement either:
         1. Return to the Disclosing Party all of the Confidential Information together with all copies, notes or records derived there from and without retaining any copies of the same; or
         2. Destroy all of the Confidential Information together with all copies, notes or records derived there from including anything stored in electronic medium
   4. This Clause does not pertain to the information which was known to the Receiving Party prior to its being so supplied or made available or which is now or in the future enters the public domain otherwise than by the reason of any breach of this undertaking or which is required by law to be disclosed by the Receiving Party or which is obtained by the Receiving Party from any third party and which has lawfully been in such third party’s possession
   5. The Parties will not publicize the terms of this Agreement in any advertising, marketing or promotional materials without prior written consent of the other Party, which will not be unreasonably denied. The only exception to this is where disclosure is required by law, provided the Party publicizing obtains any confidentiality treatment available and intimates the other Party of the said requirement at the earliest so that the said Party may seek a protective order or other appropriate remedy against the same.
   6. Notwithstanding the above, the Client grants the right to AUTHBRIDGE to use the name of the Client in its marketing or promotional material, as a part of its list of clients. **[CHANGES WITH MANAGEMENT CONSENT]**
   7. Notwithstanding the foregoing, AUTHBRIDGE may retain and reuse the information provided by the Client and that is generated in the course of provision of Services within its databases, pertaining to the verification conducted by AUTHBRIDGE from its various sources and third party agents or to query the data so stored in order to verify or detect fraudulent transactions. **[CHANGES WITH MANAGEMENT CONSENT]**
2. **Intellectual Property [CHANGES WITH LEGAL CONSENT]**
   1. The Client acknowledges that the copyright, trademarks and other intellectual property rights subsisting in AUTHBRIDGE’s products and services, including the Services, the data and the manner in which AUTHBRIDGE presents its Data are the property of AUTHBRIDGE and shall always remain vested in AUTHBRIDGE and are provided to the Client only for the purpose of its limited use under this Agreement.
   2. Neither Party grants to the other Party any rights in its intellectual property unless expressly provided for in this Agreement.
   3. Each party acknowledges to the other that the Party being infringed against may not be adequately compensated by recovery of monetary damages as a result of any actual or potential infringement by the other Party or its associates, directors, employees, vendors, related parties etc. and accordingly agrees that in addition to any other right or remedy open to it, the infringed Party shall be entitled to an injunctive relief to restrain any actual or anticipated infringement thereof. Each Party indemnifies the other in full against all loss, damage, costs and expense (including loss of business) and reasonable legal costs which may be incurred by reason of any such actual or potential infringement by it of the other’s intellectual property.
3. **Representation and Warranties [CHANGES BY SALES]**
   1. AUTHBRIDGE represents and warrants that it will provide the Client with Services with a high professional quality standard and in a responsible manner.
   2. AUTHBRIDGE will use its best endeavors to provide the Services in such a way as to preserve the security and integrity of the Client data and prevent any corruption or loss of such data.
   3. AUTHBRIDGE will take reasonable care while collating and transcribing information which it collects from various sources.
   4. AUTHBRIDGE agrees to comply with applicable data protection laws including Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time while rendering Services to the Client.
   5. The Client represents and warrants that it shall fulfil all its obligations under this Agreement. Any failure of the Client to undertake or fulfil any of its obligations or representations or warranties under this Agreement shall be considered a material breach of this Agreement by the Client. **[CHANGES WITH LEGAL CONSENT]**
   6. Each Party represents that the signatories to this Agreement are duly authorized to do so by the respective Parties and have all necessary corporate or legal consents to enter into this Agreement.
   7. **DISCLAIMER:** The Services are provided “AS-IS". Except as expressly provided, AUTHBRIDGE and its suppliers disclaim all warranties and representations whatsoever with respect to the Services provided under this Agreement, whether such warranties and representations are express or implied in fact or statutory or otherwise, contained in or derived from Services provided hereunder or any other materials or communications whether oral or written, including without limitation the implied warranties of accuracy, completeness, title, merchantability, non- infringement or fitness for a particular purpose. AUTHBRIDGE further expressly disclaims that its services will meet Client’s needs or that the Services shall be provided on an uninterrupted basis. **[NON- NEGOTIABLE]**
4. **Indemnification [CHANGES WITH LEGAL CONSENT]**
   1. Each Party shall at all times both during and after the Term of this Agreement, indemnify the other Party and their verification sources and hold the other Party harmless from and against any liabilities, damages, losses, claims, costs and expenses, including reasonable legal fees which may be incurred by the other Party arising out of or resulting from breach of such Party’s obligations under this Agreement, including any representation or warranties or any mis-use of Services provided under this Agreement.
5. **Limitation of Liability [CHANGES WITH LEGAL CONSENT]**
   1. AUTHBRIDGE is neither the author nor the creator of any information forming part of its reports. The Services/reports provided under this Agreement consists of data compiled from various sources, including but not limited to educational establishments, police authorities, employee’s neighbors, public records, other information repositories, other companies and third-party information providers over which AUTHBRIDGE exercises no control. Accordingly, AUTHBRIDGE can in no way warrant or guarantee the absolute accuracy, validity or completeness of the Reports.

10.2 Except as expressly provided herein, the Parties shall not be liable for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages incurred by the other Party and arising out of performance of this Agreement, including but not limited to, loss of profits or loss of data, loss of revenue or loss of goodwill, whether incurred as a result of negligence or otherwise, irrespective of whether such Party had been advised of the possibility of the incurrence by the other Party of any such damages.

10.3 Notwithstanding anything stated elsewhere in the Agreement, AUTHBRIDGE’s liability for damages incurred in connection with Services provided pursuant to this Agreement, whether arising for breach of contract, tort, negligence or howsoever on the part of AUTHBRIDGE or its affiliates, shall not exceed, in the aggregate, the amount paid to AUTHBRIDGE by the Client for the service to which a given claim relates pursuant to this Agreement. [PLEASE CONFIRM]

1. **Relationship:** Nothing contained in this Agreement is intended to create, nor shall it be construed to create, a relationship between the Parties other than that of two independent Parties contracting with each other solely for the purpose of effectuating the provision of this Agreement. **[STANDARD CLAUSE]**
2. **Term and Termination**
   1. **Term [CHANGES BY SALES]**
      1. This Agreement shall commence on the Effective Date and shall continue in force for a period of 1 year unless terminated earlier in accordance with the terms of this Agreement.
      2. Any renewal or extension shall be subject to the written agreement of both Parties.
   2. **Termination of Agreement by either Party:** Without prejudice to any right or remedy that either Party may have against the other for breach or non-performance of this Agreement, either Party shall have the right by notice in writing to the other Party to terminate all or any part of this Agreement at any time after the happening of any of the following events: **[CHANGES WITH LEGAL CONSENT]**
      1. If the other Party commits a breach of any of the terms and conditions set out in this Agreement provided that where such breach is capable of remedy the other Party has been notified in writing of the breach and has not cured it within thirty (30) days of receipt of such notice. For the purposes of this Clause a breach shall be considered capable of remedy if time is not of the essence in performance of the obligation and if the other Party can comply with the obligation within the thirty (30) day notice period;
      2. The passing by the other Party of a resolution for its winding-up (except in connection with a bona fide business re-organization) or the making by a court of competent jurisdiction of an order for the winding-up of the other Party or the dissolution of the other Party;
      3. The making of an administration order in relation to the other Party or the appointment of a receiver or an administrative receiver over, or taking possession or sale by an encumbrance of, any of the other Party’s assets;
      4. The other Party making an arrangement or compromise with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally or;
      5. If the other Party’s performance during a Force Majeure Event is not resumed within 90 days of its suspension under the provisions of Clause 13.2 (Force Majeure)
   3. **Termination of Agreement by the Client:** Clientshall have the right by notice in writing to AUTHBRIDGE to terminate all or any part of this Agreement on or at any time after the happening of any of the following events:
      1. On AUTHBRIDGE ceasing to carry on a material part of its business at any time or disposing of all its assets of a substantial part of its assets;
      2. If AUTHBRIDGE’s ability to carry out its obligations under this Agreement is prevented or substantially interfered with by any regulation, law, decree or any act of state or other governmental action or the supplier has refused or has revoked any official or regulatory license, authorization or permission necessary for the performance of its obligations hereunder;
   4. **Termination of Agreement by AUTHBRIDGE:** AUTHBRIDGE shall have the right by notice in writing to the Client to terminate all or any part of this Agreement on or at any time after the happening of any of the following events:
      1. If the Client’s unable to make payments due to AUTHBRIDGE for any reason whatsoever for Deliverables and Services provided by AUTHBRIDGE in accordance with the terms of this Agreement.
   5. **Termination without cause:** Either Party may terminate this Agreement at its convenience on prior 60 days written notice to the other Party, without further penalty, obligation or liability to the other Party save as set out in Clause 12.6 below.
   6. **Consequences of Termination**
      1. Following termination of this Agreement for any reason, AUTHBRIDGE shall on Client’s request:
         1. provide at Client’s expense unless otherwise agreed by the Parties in writing such assistance as is reasonably necessary to the Client for an orderly assumption of the Services by a third party or the Client.
         2. deliver to the Client or return to the Client all materials and copies thereof (whether in hard or electronic format) relating to any information provided by the Client under this Agreement together with a certificate of confirmation from a senior authorized representative that it has complied with all its obligations under this Agreement.
      2. Following termination of this Agreement for any reasons:
         1. The Client shall pay to AUTHBRIDGE Service Fees and other Charges for any agreed service provided to the Client up to the date of termination of this Agreement, such Service Fees and Charges being the previously agreed Service Fees and Charges for such services;
      3. Termination of this Agreement does not affect:
         1. a Party’s accrued rights and obligations at the date of termination;
         2. The survival of Clauses (Confidentiality), (Consequences of Termination), (INDMENIFICATION) and any other provision of this Agreement which is expressly or by implication intended to survive termination.
3. **General [STANDARD CLAUSES]**
   1. **Entire Agreement**
      1. This Agreement and any documents referred herein constitutes the entire Agreement and understanding between the Parties and shall supersede all previous agreements between the Parties relating to the subject matter hereof.
      2. Each Party acknowledges that it has entered into this Agreement in reliance only upon the representations and promises specifically contained or incorporated in this Agreement. The representations/ terms not expressly contained herein or incorporated herein by reference are not binding on either Party. **[CHANGES WITH LEGAL CONSENT]**
   2. **Force Majeure:** Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. Subject to the affected Party promptly notifying, the other Party in writing of the cause and the likely duration of the cause, the performance of the affected Party’s obligations, to the extent affected by the cause, shall be suspended during the period that the cause persists provided that if performance is not resumed within 90 days after that notice the other Party may by notice in writing terminate this Agreement.
   3. **Amendments:** No purported modification, amendment or waiver of this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Client and an authorized representative of AUTHBRIDGE.
   4. **Assignment**
      1. The Client shall not assign, sub-license, transfer or otherwise dispose of all or any of its rights or obligations hereunder to any third party, without the written consent of AUTHBRIDGE. **[CHANGES WITH MANAGEMENT CONSENT]**
      2. This Agreement shall be binding upon any successors in interest or title of the Parties.
   5. **Severability:** If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part shall be stricken from this Agreement and such provision or part shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provisions shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
   6. **Waiver**: The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by either Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.
   7. **Notices and Communications**

Any notice or other information required or authorized by this Agreement to be given by either Party to the other may be given by hand or sent by first class pre-paid post, courier, facsimile transmission or comparable means of communication to the other Party at the following addresses:

**For the Client: [Company’s Name]**

**Attn: [Name]**

**Address: [●]**

**Fax: [●]**

**Email: [●]**

**For the AUTHBRIDGE: [AuthBridge Research Services Private Limited]**

**Attn: [Name]**

**Address: [●]**

**Fax: [●]**

**Email: [●]**

* 1. **Outsourcing and Sub-Contracting:** Notwithstanding anything contained herein, AUTHBRIDGE may outsource or sub-contract part or whole of its services to one or more third parties for verification purposes including but not limited to performing verifications or retrieving public record information. AUTHBRIDGE shall be responsible for Confidentiality, Representation & Warranties as stated in Clause 6 & 8 of this Agreement. **[CHANGES WITH MANAGEMENT CONSENT]**
  2. **Counterparts:**  This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

1. **Escalation of Disputes, Governing Law and Jurisdiction**
   1. Any dispute arising out of or in connection with this Agreement shall be referred by written notice first to the authorized representative of each Party who shall meet and endeavor to resolve the dispute between them within five (5) business days of such notice.
   2. Failing resolution of the dispute, the matter shall be referred to a Senior Representative of the Client and a Senior Representative of AUTHBRIDGE (together the “**Senior Representatives**”), who shall meet and endeavor to resolve the dispute between them within ten (10) business days of such notice.
   3. All disputes and differences that may arise between the parties Hereto in respect of any of the covenants of this Agreement or any interpretation thereof and that are not resolved amicably shall be resolved by arbitration of a sole arbitrator appointed with the mutual consent of AUTHBRIDGE and the Client, who shall conduct the proceedings in accordance with the Arbitration and Conciliation Act, 1996 as amended in 2015 including any modification/ amendment and re-enactment thereof in force from time to time.
   4. The place of arbitration shall be New Delhi and the governing laws shall be the laws prevailing in India. **[CHANGES WITH MANAGEMENT CONSENT]**
   5. The Courts in Delhi shall have exclusive jurisdiction to try any matter arising out of the Agreement. **[CHANGES WITH MANAGEMENT CONSENT]**

**EXECUTION**

In witness thereof this Agreement has been executed on behalf of the parties as follows:

|  |  |
| --- | --- |
| Signed on behalf of <**Client>** by: | Signed on behalf of **AuthBridge Research Services Private Limited** by: |
| Signature | Signature |
| Name: | Name: |
| Position: | Position: |
| Date: | Date: |

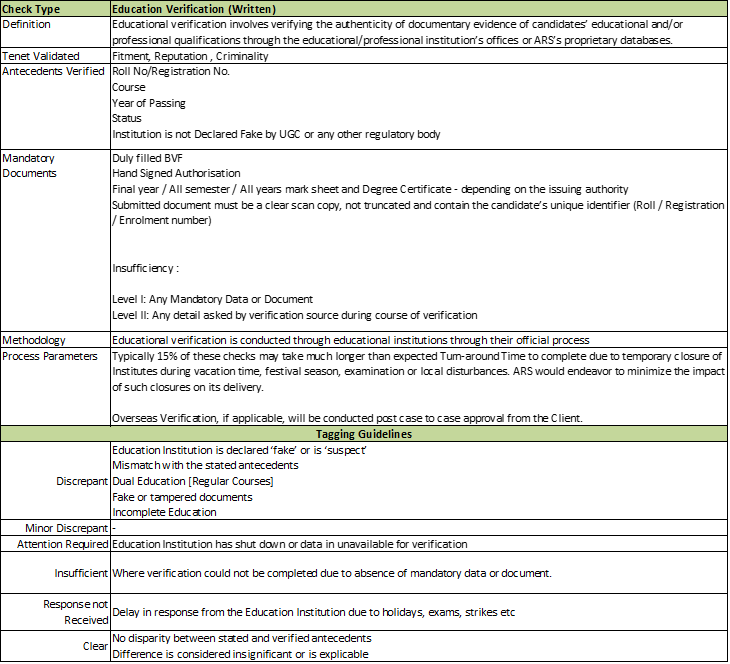
**Annexure A – Scope of Work**

1. List of Checks & Inputs Required **[REVIEW BY MANAGEMENT]**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **List of Checks** | **Inputs Required** | | |
|  |  | **Signed Authorisation** | **Duly Filled BVF** | **Mandatory Documents** |
| 1 | Current / Previous Employment Verification | √ | √ | Experience Certificate/Resignation Acceptance / Last 2 pay slips with employee code / Form 16 |
| 2 | Education Verification (Written) | √ | √ | Final year / All semester / All yeAuthBridge mark sheet and Degree Certificate - depending on the issuing authority  Submitted document must be a clear scan copy, not truncated and contain the candidate’s unique identifier (Roll / Registration / Enrolment number) |
| 3 |
| 4 | Professional Reference Check | √ | √ | - |
| 5 | Personal Reference | √ | √ | - |
| 6 | Character Check | √ | √ | - |
| 7 | Address Verification | √ | √ | Valid Proof of Address |
| 8 | India – Police Record Verification | √ | √ | Police Verification Form [as per jurisdiction] & proof of ID & Address |
| 9 | India – Police Record Verification [Through Law Firm] | √ | √ | - |
| 10 | India - Court Record Database Check | √ | √ | - |
| 11 | India - Court Record Database Check [Through Law Firm] | √ | √ | - |
| 12 | India - Criminal Litigation Database Check | √ | √ | - |
| 13 | India - Civil Litigation Database Check | √ | √ | - |
| 14 | India National Identity Check | √ | √ | Proof of National ID |
| 15 | India - Credit History Check | 2 duly signed Authorization Letters | √ | Self-attested proof of identity  Self-attested proof of address  Self-attested application form  [see details of accepted proofs in Check Detail Table] |
| 16 | India - Credit Default Database Check | √ | √ | - |
| 17 | India - Reputational Risk Database Check | √ | √ | - |
| 18 | India - Crime Watch-list Database Check | √ | √ | - |
| 19 | India Advanced Web & Media Searches | √ | √ | - |
| 20 | India - Nationwide Court Record Database Check | √ | √ | - |
| 21 | India - Nationwide Criminal Litigation Database Check | √ | √ | - |
| 22 | India - Nationwide Civil Litigation Database Check | √ | √ | - |
| 23 | India - Nationwide Crime Watch-list Database Check | √ | √ | - |
| 24 | India - Comprehensive Criminal Record Database Check | √ | √ | - |
| 25 | Indian Database Check (Level 1) | √ | √ | - |
| 26 | Indian Database Check (Nationwide Search) | √ | √ | - |
| 27 | Company Verification | - | - | - |
| 28 | Education Institution Validation | - | - | - |
| 29 | CV Validation | √ | √ | Copy of CV |
| 30 | Drug Test | √ | √ | - |
| 31 | Global Regulatory, Compliance and Debarment Database Verification | √ | √ | - |

Check-wise Details



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1. **Operating Procedures and Service Levels [TO BE REVIEWED BY MANAGEMENT]**
   1. **Preparation of Case documents by the Client**
      1. Client is responsible for providing the following documents for every case it gives to AUTHBRIDGE for verification.
         1. Fully Filled Background Verification Form (BVF)
         2. Authorization Release Note (ARN) duly signed by the candidate authorizing Client to conduct his/her background verification. In the event of the Client not being able to provide the ARN, AUTHBRIDGE shall assume that the Client has obtained such authorization and that the Client shall take full responsibility for any breach of regulations related to privacy.
         3. A copy of any Government Issued Identity Document like PAN Card, Passport, Voter ID, Driving License or Ration Card. The Final report will be issued in the name mentioned in that document.
      2. Other documents required for conducting various checks have been detailed in Annexure A (1) table above. Client to ENSURE that all documents enclosed with the case are CLEAR, COMPLETE AND LEGIBLE.
      3. All information pertaining to the case like employee code, PO details, location, Reporting Manager etc that the Client may want AUTHBRIDGE to provide in invoices must be clearly provided to AUTHBRIDGE with the Case.
      4. Any case with incomplete invoicing related information as stated in 2.1.3 will be marked as insufficient and treated as per the procedure defined in 2.5 below
   2. **Receipt of Cases**
      1. AUTHBRIDGE will accept cases in the following modes:
         1. Through **CASE**
            1. by Candidate upload
            2. by Client SPOC upload – individual cases
            3. by Client SPOC upload – batches
         2. Through **emails** marked to [*newcases@AuthBridge.co.in*](mailto:newcases@authbridge.co.in)
         3. Through **courier** sent to **Client Servicing Team, AuthBridge Research Services Private Limited,Plot # 123, 2nd Floor, Udyog Vihar- IV, Gurgaon 122 016 (Haryana)**
         4. Through Excel
         5. Through **Client Portal**
      2. Cases received before 12 noon only will be started on the same business day.
      3. Cases received post 12 noon will be started on next business day.
      4. Any duplicate case sent by Client will be treated as a new case by AUTHBRIDGE unless specifically withdrawn within 1 business day of its receipt by AUTHBRIDGE.
      5. Responsibility of “ensuring that no duplicate service request is received by the AuthBridge” rests with the client and AuthBridge shall charge the applicable fees for the Verification Services provided against such requests.
   3. **Withdrawal and Cancellation of Cases**
      1. Duplicate cases can be withdrawn by the Client within 1 business day of its receipt by AUTHBRIDGE at no extra charge
      2. Client may also withdraw any other case within 1 business day of its receipt by AUTHBRIDGE at no extra charge.
      3. All withdrawals or cancellation of cases if done within 1 business day will not be charged.
      4. All withdrawals & cancellations after 1st but before end of 2nd business day of its receipt shall be charge at 50% of the total.
      5. All withdrawals & cancellations after the end of 2nd business day of its receipt will be charged at full price.
   4. **Information for Invoicing of Cases**
      1. All information pertaining to the case like employee code, PO details, location, Reporting Manager etc that the Client may want AUTHBRIDGE to provide in invoices must be clearly provided to AUTHBRIDGE with the Case.
      2. Any case with incomplete invoicing related information as stated in 2.1.3 will be marked as insufficient and treated as per the procedure defined in 2.5 below.
   5. **Intimation of New Cases and Insufficiency by AUTHBRIDGE** 
      1. AUTHBRIDGE shall send “Acknowledgement and Insufficiency Tracker” to acknowledge receipt of cases and shall also provide details of any first level insufficiencies in Client-provided documents or data within 2 business days of starting processing of the case.
      2. Client shall be responsible for highlighting any discrepancy between the “Acknowledgement and Insufficiency Tracker” and actual cases sent to AUTHBRIDGE.
      3. Checks where there is a first level insufficiency will be kept on hold by AUTHBRIDGE till the time of insufficiency fulfillment. All other checks pertaining to the case will be put in processing.
   6. **Intimation to AUTHBRIDGE by Client**
      1. Request for Collection of Samples for Drug Screening has to be raised with AUTHBRIDGE at least 24 hours in advance.
      2. Any check for which AUTHBRIDGE is awaiting “Go Ahead” instructions from the Client for any reason including but not limited to go ahead on Current employment, approval for additional payout to educational institutes or approval for overseas check will be marked as “Completed” and invoiced at 100% of the fee if the instruction is not received till report delivery day or within 10 days of placing the request for “Go Ahead” whichever is later.
   7. **Verification Procedure**
      1. For checks where there is a difference between details stated in the BVF and the documents attached, the check will be conducted and disposed on the basis of the document provided.
      2. Checks where there is a first level insufficiency will be kept on hold by AUTHBRIDGE till the time of insufficiency fulfillment. All other checks pertaining to the case will be put in processing.
      3. AUTHBRIDGE may communicate further insufficiencies to the Client in the course of processing the checks that are on the floor. Such checks would also be kept on hold till the time of insufficiency fulfillment.
      4. In case the Client is unable to fulfill insufficiencies within the Turnaround Time (as mentioned below), AUTHBRIDGE shall close the insufficient check as “Completed” and submit its Final report. AUTHBRIDGE shall invoice the Client at full rate for the entire case as per package price.
      5. In the event AUTHBRIDGE contacts the candidate upon specific request by the Client, AUTHBRIDGE would charge such (cases / efforts / instances) as per the pricing mentioned under Other Charges in Annexure B.
      6. If AUTHBRIDGE is unable to get verification response despite repeated attempts (read check-wise details in table above), AUTHBRIDGE shall consider the check “Completed” and submit its Final report.
      7. AUTHBRIDGE would submit its Final report in the agreed format within 14 business days (Turnaround Time) of starting processing of the case or date of insufficiency fulfillment whichever is later.
      8. In case the Client fulfills an insufficiency within 15 business days of submission of a Final report, AUTHBRIDGE shall process the check(s) and submit Additional report at no extra charge. Fulfillment of insufficiency beyond 15 business days shall be treated as New check or case.
      9. Client may ask for raising the flag for discrepant checks immediately during the course of verification. However, the same shall be charged as per the pricing mentioned under Other Charges in Annexure B
   8. **Turnaround Time - TAT**
      1. The TAT of a case would start only after receipt of all associated documents and data.
      2. The TAT of the total case will be calculated basis the agreed TAT for the check with the highest TAT.
   9. **Trackers**
      1. **Standard**
         1. Clients using CASE can download Progress Trackers directly using their individual login.
         2. For Clients not using CASE, AUTHBRIDGE would send a weekly tracker that will provide the degree of completeness of all Work in Progress cases.
         3. AUTHBRIDGE will share a Sent Report Tracker, every-time reports are sent to the Client.
      2. **On Special Request**
         1. Any additional trackers can be generated on special request with the data provided to AUTHBRIDGE by the Client. These trackers, however, shall be charged for as per the pricing mentioned under Other Charges in Annexure B
   10. **Reports**
       1. **Report Format**
          1. Report Format will be as per agreed checks
          2. Reports will be submitted as eReports in PDF format
       2. **Final Reports**
          1. AUTHBRIDGE shall submit its Final report as eReports on day of TAT where all checks have been completed as per definition in the Check Details Table.
          2. Clients using CASE can download Reports directly from CASE using their individual logins.
          3. For Clients not using CASE, AUTHBRIDGE would deliver Reports through e-mail to the designated Client SPOC.
          4. Printed reports can also be provided, if specifically asked for, as per the pricing mentioned under Other Charges in Annexure B.
       3. **Interim Reports**
          1. Interim reports can be generated in course of verification. These reports, however, shall be charged for as per the pricing mentioned under Other Charges in Annexure B.
       4. **Additional Reports**
          1. Additional reports will be generated in the following events
             1. New check request by the client post publishing of Final Report.
             2. Re-verification of completed check on Client Request
          2. These checks will be billed as per the pricing mentioned under Check wise Additional Charges in Annexure B.
          3. Client may ask AUTHBRIDGE to re-verify a check after submission of Interim or Final report. Such checks will be billed as per the pricing mentioned under Check wise Additional Charges in Annexure B except
             1. Where a discrepant report challenged by a candidate comes clear on re-verification conducted without any additional information or document, Or
             2. Where specifically agreed otherwise.
          4. Any change, whatsoever except for changes attributed to service related errors, asked for in the Final report after its submission will be charged as per the pricing mentioned under Other Charges in Annexure B.
       5. **Report Submission Intimation**
          1. AUTHBRIDGE shall send an updated “Sent Report Tracker” to the Client, every day that it sends reports to it.
          2. Client shall be responsible for highlighting any discrepancy between “Sent Report Tracker” and actual reports received by its SPOC.
   11. **Case Documents**
       1. Hardcopies of the Case documents can also be provided, if specifically asked for, as per the pricing mentioned under Other Charges in Annexure B.

**Annexure B [CHANGES WITH MANAGEMENT CONSENT]**

1. **Minimum** **Quarterly** **Commitment**: The Client, during the Term of this Agreement agrees to a Minimum Quarterly Transaction of [∙] candidate verification per quarter. This Minimum Quarterly Commitment is a material term of this Agreement and the Parties agree that in the event the Client is unable to fulfil its obligations of Minimum Quarterly commitment for [∙] consecutive quarters, AUTHBRIDGE shall renegotiate the Service Fees as agreed under this Agreement and the Client shall not object to the same.

**2. Service Fees**

|  |  |
| --- | --- |
| **Package 1** | |
|  | **No of checks** |
| Current / Previous Employment Verification1 | 1 |
| Education Verification2 (Written) | 1 |
| **Professional Fee (Excluding Applicable Taxes)** |  |

|  |  |
| --- | --- |
| **Package 2** | |
|  | **No of checks** |
| Current / Previous Employment Verification1 | 1 |
| Education Verification2 (Written) | 1 |
| **Professional Fee (Excluding Applicable Taxes)** |  |

**3. Check wise Service Fee**

|  |  |  |
| --- | --- | --- |
|  | **List of Checks** | **Pricing [As per Annexure A]** |
| 1 | Current / Previous Employment Verification1 |  |
| 2 | Education Verification2 (Written) |  |
| 3 | Professional Reference Check |  |
| 4 | Personal Reference |  |
| 5 | Character Check |  |
| 6 | Address Verification |  |
| 7 | India – Police Record Verification |  |
| 8 | India – Police Record Verification [Through Law Firm] |  |
| 9 | India - Court Record Database Check |  |
| 10 | India - Court Record Database Check [Through Law Firm] |  |
| 11 | India - Criminal Litigation Database Check |  |
| 12 | India - Civil Litigation Database Check |  |
| 13 | India National Identity Check |  |
| 14 | India - Credit History Check |  |
| 15 | India - Credit Default Database Check |  |
| 16 | India - Reputational Risk Database Check |  |
| 17 | India - Crime Watch-list Database Check |  |
| 18 | India Advanced Web & Media Searches |  |
| 19 | India - Nationwide Court Record Database Check |  |
| 20 | India - Nationwide Criminal Litigation Database Check |  |
| 21 | India - Nationwide Civil Litigation Database Check |  |
| 22 | India - Nationwide Crime Watch-list Database Check |  |
| 23 | India - Comprehensive Criminal Record Database Check |  |
| 24 | Indian Database Check (Level 1) |  |
| 25 | Indian Database Check (Nationwide Search) |  |
| 26 | Company Verification |  |
| 27 | Education Institution Validation |  |
| 28 | CV Validation |  |
| 29 | Drug Test |  |
| 30 | Global Regulatory, Compliance and Debarment Database Verification |  |

**4. Other Charges**

|  |  |  |
| --- | --- | --- |
| Sr. No. | Additional Requirement | Charges |
| 1 | Fast Track cases: Fast Track cases are defined as cases that are delivered more than 3 business days before the standard delivery date on special request from the Client. ARS will accept such requests for a maximum of 5% of the WIP. | Additional INR 1000 per case |
| 2 | Pre-Verification Time Liaison with Candidates to collect Documents / Data.  Pre-Verification Time Liaison with Candidates to fulfill insufficiency.  During Verification Time Liaison with Candidates to collect Documents / Data. | INR 500 per candidate  INR 500 per candidate  INR 200 per candidate |
| 3 | On Site Resource | Client Specific |

1. Payment Terms: This shall be as described in Clause 4 of the Agreement herein above.
   1. For “India – Police Record Verification”, the invoice and payment process will work as follows
      1. AUTHBRIDGE will raise a Pro-forma Invoice on the client by the 25th of every month for the cases forecasted for the next month. Pro-forma Invoice will comprise of:
         1. AUTHBRIDGE Service Fee for the forecasted checks
         2. If the client has provided a city-wise forecast, city-wise verification fee to be paid to Police Department
         3. If the client has not provided a city-wise forecast, an adhoc amount of Rs. 750/- per verification will be charged towards verification fee to be paid to the Police Department. AUTHBRIDGE reserves the right to change the amount of advance payment mentioned here based on the geographical spread of forecasted / historic cases from the Client at any time during the course of the agreement. This fee will be later adjusted against actuals during invoicing as explained later.
         4. An additional amount of 5% on verification fee paid to Police Departments, as additional handling charges to cover to cost of making Demand Drafts, challans etc as the case may be
         5. Service Tax
      2. Client shall release payment against the Pro-forma invoice by the 1st of the month (within 4-5 days of the Pro-forma invoice being raised).
      3. On receipt of cases, AUTHBRIDGE will make a provision for its service fee, actual police verification fee and handling charges against Client’s advance lying with AUTHBRIDGE. In case AUTHBRIDGE does not have sufficient balance against the Client’s account, AUTHBRIDGE shall inform the Client and raise additional Pro-forma invoice. AUTHBRIDGE may have to put some or all of the Client’s cases on hold, till receipt of payment.
      4. AUTHBRIDGE shall raise a invoice on the last working day of every month for all those cases for which Police Verification request has been submitted to the authorities by AUTHBRIDGE. The invoice will comprise of:
         1. Service Fee for the cases for which submissions have happened
         2. Actual verification fee paid to the Police Department during the submission time
         3. An additional amount of 5% on verification fee paid to Police Departments, as additional handling charges to cover to cost of making Demand Drafts, challans etc as the case may be
         4. Service Tax
      5. The invoice will be adjusted against the advance money received from the Client against Pro-forma Invoice
      6. AUTHBRIDGE will also send a reconciliation statement for the Client’s account along-with the Invoice
   2. AUTHBRIDGE shall put all of client’s work on hold immediately in case of a default in the any of the payment terms.

**ANNEXURE C**

**AUTHORIZATION LETTER**

*(To be provided on Client’s letterhead)*

**TO WHOMSOEVER IT MAY CONCERN**

We, hereby authorize AuthBridge Research Services Private Limited to undertake Background Screening Services of candidates as per the requirements provided to them.

We, further authorize AuthBridge Research Services Private Limited to obtain any and all information of the candidates required to conduct the Background Screening Services in relation to their past employment, educational qualifications, address proof, criminal records etc. (as may be more particularly described in the Scope of Work in the Agreement) pertaining to the relevant University, College and Institution and Regulatory Authorities.

This authorization shall be valid for this background screening activity and any future reports and updates that may be requested from AuthBridge Research Services Private Limited. This authorization shall stand cancelled upon termination of this Agreement.

We release all concerned from any liabilities in connection herewith.

For and on behalf of

Signature

Name

Designation

Date

**ANNEXURE D**

*(Candidate needs to sign to authorize for his/her background verification. Candidate has right to deny and not sign the Authorization letter if he/she does not want to allow for verification)*

|  |
| --- |
| **AUTHORIZATION NOTE** |
| **‘To whom so ever it may concern’**  I authorize the Company or the retained third parties to obtain investigative employment verification report in connection to my application for employment  The employment verification report may include information regarding my character, general reputation, personal characteristics, Education (Authentication of acquired or pursuing Degrees/Diplomas); Employment history; Credit history; court records, including criminal verification records as permitted by law; Passport Verification; Permanent Account Number verification; Drug Test; Finger Print Verification; Address Verification ,references from professional and personal associates as maybe applicable and any other check as found relevant for the profile.  I further understand and agree that the employment verification report may be obtained at any time and any number of times as necessary before, during or post my employment.  I provide my consent to the company or the third parties for the processing of any sensitive personal information obtained for the purpose of verification and call me in case any further information is required.  I understand that some or all of the information I have provided in this application form or that may be obtained through various sources during the process of the verification will be held as digitized or physical records for a period and for such use as may be permitted under the applicable laws.  I hereby authorize all previous employers, educational institutions, consumer reporting agencies and other persons or entities having information about me to provide such information to the Company or any other third party/ies retained by them for the purpose.  I understand that the continuance of the employment or the offer of employment is contingent upon the outcome of the background check conducted on me.  The proof of Identity enclosed and self attested for reference. A Photostat, or any other copy, of this instrument bearing my signature shall be equally legally valid as the original.  All the information furnished by me in the Background Verification Form is true to the best of my knowledge.  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***Note:*** *It is mandatory to duly sign the form on the space provided above or else the application form would be rejected*. |