

SERVICE AGREEMENT/ PROJECT ORDER

PO No.: CKS2014CMIR01

This Agreement is made and executed on this First day of November Two Thousand Fourteen (01/11/2014; "Effective Date").

BY AND BETWEEN

CKS CONSULTING PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 of India, having its registered office at Natasha Golf View, B 014, Bangalore - 560 071, Karnataka, India, (hereinafter referred to as 'CKS' which term shall, where the context so admits, include its affiliates, successors and assigns), **OF THE ONE PART,**

AND

CENTER FOR MIGRATION AND INTERNATIONAL RELATIONS, having its office at Bhawana Marg, Buddhanagar -10, Kathmandu, Nepal , (herein after referred to 'CMIR' which term shall, where the context so admits, include its affiliates, successors and assigns), **OF THE OTHER PART,**

In this Agreement CMIR and CKS are collectively referred to as the “**Parties**” and individually as a “**Party**”

WHEREAS:

A. CKS is an innovation consulting firm and consequent to the discussions between CKS and CMIR, requires CMIR to provide research support in Nepal as per the research brief/ COLLABORATION DETAILS DOCUMENT and discussions.

B. CMIR is a not-for-profit institute thriving to ensuring rights of migrant workers and their families are respected, guaranteed and fulfilled. They are a dedicated and dynamic team of returnee migrant workers, migrant rights' activists and researchers having a long-time involvement history in the field of migration and development. In Nepal, CMIR is the first institute of involving all three groups: returnee migrant workers, migrant rights activists and researchers into a common platform. This enables CMIR to better understand the multi-faceted impacts of migration into different aspects and dynamics of the society and thus, help to come with concrete humanitarian actions, policy recommendations and enduring advocacy efforts in national, regional and international level.

C. The Parties are desirous of executing this Agreement to set out herein the terms and conditions as mutually agreed between the Parties.

IT IS NOW AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Nature of Agreement

This Agreement specifies the terms and conditions under which CMIR will provide consulting and related services to CKS.

2. Statement of Services

2.1 Services Based upon expertise in usability research, CMIR agrees to perform the services related to the Project as described in Collaboration Details Document hereto, incorporated herein by this reference (“Services”). CMIR agrees to deliver the deliverables described in the 'Collaboration Details

Document' (annexed to this service agreement) in accordance with the delivery dates, deadlines and milestones specified therein.

The parties agree that the service to be provided shall be defined, modified, cancelled or updated through the terms of a Project Order, and upon whose issuance or modification CMIR shall implement any actions or modified actions immediately. Where this impacts upon the cost or time schedule CMIR shall provide a written quotation reflecting the modifications which is subject to acceptance by CKS. Any quotation given by CMIR as to the fees payable for the provision of the Services shall be binding in respect of the amount payable upon acceptance by CKS.

3. Term of Agreement

The Agreement will have a term of one year from the Effective Date as set forth above, and will endure for the same length of time unless terminated by either party giving not less than one month prior written notice, subject to prior termination as hereinafter provided.

4. Terms of Payment

In consideration of the provision of the Services in manner satisfactory to CKS, CKS shall pay to CMIR an amount of USD 10,700 (USD Ten Thousand Seven Hundred Only). The fee referred under this Agreement is inclusive of taxes, duties and Government levies. First 50% USD 5,350 (USD Five Thousand Three Hundred Fifty Only) of the Service value will be paid in advance on commissioning of the work upon submission of invoice and rest of 50% 5,350 (USD Five Thousand Three Hundred Fifty Only) will be paid after completion of the project & deliverables, transcripts for all the protocols and submission of invoice. Also, all the transcripts should be shared within 15 days of completion of fieldwork in Nepal. Payment shall be made by CKS by direct bank transfer in to CMIR's nominated bank account as described in a written invoice.

Reimbursement of actual expenses (UP to USD 5540): In addition to the total service fee, CKS will reimburse CMIR for all pre-approved duly-documented and reasonable travel, food, accommodation, communication, printing, and other incidentals as per the exhibit b, incurred by CMIR in performing services under this agreement upon submission of invoice along with the actual bills after completion of the project.

Notwithstanding the foregoing, in no event CMIR will receive more than USD 16,240 (USD Sixteen Thousand two Hundred Forty Only) rendered in accordance with this Statement of Work.

5. Personnel

5.1 CMIR undertakes that as on the Effective Date, CMIR has on hand trained personnel, the premises, resources, equipment and other facilities necessary to carry out its obligations under this Agreement.

5.2 **Sub-Contractors:** CMIR shall not subcontract any of the Services to other persons or entities without the prior approval of CKS.

5.3 **Non-Solicitation:** Both the parties undertakes that for the duration of time that this Agreement is in effect and for a period of one year thereafter it shall not employ or contract, nor seek to employ or contract, the services of any person who is or was engaged or employed by by other party.

6. Confidential Information

6.1 All information identified disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), if disclosed in writing, labeled as proprietary or confidential, or if disclosed orally,

or through access to the services of the type of information which would normally be deemed to be confidential ("Confidential Information") shall remain the sole property of Disclosing Party.

6.2 Except for the specific rights granted by this Agreement, the Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. The Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. The Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement who or which are actually working on the project on a need to know basis and such Party shall not distribute any reports or other information with respect to or consultants or otherwise, without the prior written consent of the Party which owns such Confidential Information).

6.3 Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Subject to the above, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request.

7 Intellectual Property

7.1 CKS shall be the absolute and sole owner of all Intellectual Property created through the terms of this agreement. The term "Intellectual Property" shall here mean and include intellectual and/or industrial property rights of whatsoever nature (whether registered or not registered and registerable or not registerable), including but without limitation, patents, design patents, design rights and registrations, chip topography rights and other like protection, copyright, trademark, service marks, logos, symbols, brands, designs, trade secrets and applications for any of the foregoing, as well as the actual plans, research reports, research insights, drawings, configurations, textual articulations, mappings or other materials and significations which these may refer to, within and outside India.

8. CMIR's REPRESENTATIONS AND WARRANTIES

8.1 CMIR warrants and covenants that it has full power and authority to enter into and perform this Agreement without violating the legal or equitable rights of any third party or the terms or provisions of any agreement or instrument, law, regulation or other restriction to which it is subject or bound.

8.2 CMIR further warrants that its employees possess the qualifications, skills, training and experience necessary to perform the Services under this Agreement.

9 Termination

9.1 Termination Upon Default. Either Party may terminate this Agreement by providing a one month prior written notice. Either party may terminate this Agreement in the event that the other party materially defaults in performing any obligation under this Agreement and such default continues un-remedied for a period of thirty (30) days following written notice of default. In the

event of a termination of this Agreement by CKS, CMIR shall be entitled to receive payment for Services undertaken up to the point of termination of this Agreement. In the event this Agreement is terminated due to CMIR's breach or due to any acts or omissions of CMIR, CMIR shall refund to CKS any fees on a straight line prorated basis.

9.2 Termination Upon Insolvency: This Agreement shall terminate, effective upon delivery of written notice by a party, (i) upon the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (ii) upon the making of an assignment for the benefit of creditors by the other party; or (iii) upon the dissolution on of the other party.

9.3 Effect of Termination: The provisions of Sections 5, 6, 9, 10, and 15 shall survive termination of this Agreement. All other rights and obligations of the parties shall cease upon termination of this Agreement. The expiry or termination of this Agreement shall be without prejudice to the rights of the parties accrued up to the date of such expiry or termination, in particular but without limitation, the right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in force and effect.

10 Limitation of Liability

CKS shall not be liable for any special, indirect or consequential damages (including, but not limited to, loss of profits) arising out of any performance of this Agreement or in furtherance of the provisions or objectives of this Agreement, regardless of whether such damages are based in tort, warranty, contract or any other legal provision. CMIR shall indemnify and hold harmless CKS from and against any and all claims, losses, injuries, expenses, damage, liabilities, penalties, punitive damages, expenses and/or costs of any kind or amount whatsoever (including reasonable attorney's fees and expenses) (collectively "Damages") incurred or paid by CMIR, its employees, any third party which result from or arise out of CMIR's act or omission under or in connection with this Agreement. This indemnity shall survive the termination of this Agreement.

11 Entire Agreement / Amendment / Waiver Clause

11.1 This Agreement and its Annexed Collaboration Details Document sets forth the entire agreement and understanding of the parties, superseding all prior and concurrent proposals, promises, representations, negotiations, discussions, oral or written agreements, understandings or arrangements that may have been made with regard to the subject matter of this Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in this Agreement and the annexed Collaboration Details Document.

11.2 This Agreement shall not be amended, modified, varied or supplemented except in writing, and signed by duly authorised representatives of the parties. No failure or delay on the part of either party hereto to exercise any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

12 Assignment

CMIR, shall not assign or transfer or in any other manner make over to any third party the benefit and/or burden of this Agreement without the prior written consent of CKS.

13 Illegality

If one or several of the foregoing provisions are or become invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid or practical one which achieves to the furthest extent possible the purpose of the invalid or impractical provision. In providing the Services, CMIR, shall ensure that each of its employees, agents and contractors, comply with all relevant laws including, without limitation, environmental laws, laws relating to the handling, storage and transport of dangerous goods and occupational health and safety legislation.

14 Force Majeure

In case of delay, damage, destruction or any other matters of that nature, arising out of circumstances such as war, rebellion, civil unrest, strikes, lock outs, industrial disputes, fire, earthquake, flood, riot, acts of God, and general shortages of energy and land or telecommunication access CMIR shall forthwith notify CKS in written of any event likely to cause such failure or delay immediately. In such an event, CMIR shall use all reasonable endeavours to procure that the performance of its obligations/exercise. In case, unable to proceed they are bound to repay the payment received from CKS.

15 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with India law. In the event of dispute, the parties shall endeavour to resolve the dispute by amicable discussions. Should this fail, either party may refer the matter to arbitration by a single arbitrator in accordance with the **Indian Arbitration and Conciliation Act 1990**. The arbitration proceedings shall be conducted in, New Delhi, India in the English language. The arbitration decision shall be final and binding. The courts in New Delhi, India shall have jurisdiction for any injunctive or other equitable relief to prevent or curtail any breach of this Agreement.

The Parties have caused this Agreement to be signed by their duly authorised representatives.

CENTER FOR MIGRATION AND INTERNATIONAL RELATIONS

Name: Dipendra P. Pradhananga

Designation: Chairperson

Date:

Place: Kathmandu, Nepal

CKS Consulting Private Limited

Name: Aditya Dev Sood

Designation: Director

Date:

Place: New Delhi, India

List of appendices

Exhibit A: CMIR_CKS_Collaboration Detail Documents (SOP)

Exhibit B: Terms of the Payment

COLLABORATION DETAILS DOCUMENT

Access and Use of Technology by Nepali Migrant Workers in Qatar Collaboration Details

1.0 Introduction

Every month at least 25,000 people leave Nepal to look for work abroad and to escape poverty and unemployment back home. The vast majority rely on recruitment agencies and brokers to find them work who charge almost three times (US\$1,400) the average annual salary in Nepal. To pay these fees, migrants often take out private loans at exorbitant interest rates. As a result, many end up in debt, compelling them to work under terms they never agreed to. In many cases, migrant workers will not know they have been deceived until they arrive at the country of destination, especially as their contract is normally in a foreign language and little effort is made by the agency or broker to explain the contents. The Government has also set up complaints and compensation mechanisms in Nepal, but past research shows that migrants were generally unaware of how to access them. The prevailing practices of many of these agencies, poorly regulated by the Nepalese government, undermine prospects for safe migration for many migrants even before they reach their country of destination.

Nepal has about 30 million population and is targeting 20 million mobile subscriptions by the end of this year. With the issues around safe migration procedures, and considering high mobile penetration rate in Nepal in the future, it becomes important to understand how migrants access information at present and how technological intervention can help resolve the issue of migrant exploitation and forced labour. It is towards this effort that Center for Knowledge Societies (CKS) has been approached by Humanity United to provide an approach note with a systems innovation stance to this challenge.

Our principal aims are to,

- To understand migration journeys and cases/perceptions of exploitation
- To understand information exchange in migratory contexts
- To understand existing mobile and technology usage

2.0 User Profiles

For the need of this project, respondents for this research would be migrants and the recruitment agencies (including brokers) who help them in going to Qatar

Aspiring Migrants- Those who are willing to go to Qatar for better livelihood opportunities and have already started with the initial procedure

Returned Migrants- Those migrants who had worked in Qatar and returned (for any reason) to their home country in last one year

3.0 Sample

Location	Home Visits	Focus Group Discussion	Interview with the Recruitment Agents
Kathmandu	12	4	2
Dhanusha	12	4	2
Tanahun	12	4	2
Total	36	12	6

Home Visits with migrant Workers (HM): We expect a researcher shadowing the research participant for approximately four hours to understand, in detail, the media and social networks of migrant workers in their actual contexts by visiting their homes.

Focus Group Discussions (FGD): We will conduct 6 hour protocol with minimum of 6 participants to give insights into technology related practices followed by these workers to get information about employment opportunities overseas. We will probe on needs around specific areas of service which can enhance their livelihood opportunities. We will also look into existing services that they need to be substantiated to meet their needs.

In-depth Interviews with Recruitment Agents (IDI): We will conduct 2 hours in depth interviews with recruitment agents to understand the complete process of migration from Nepal to Qatar and to understand transfer of information (and thus the information gaps) through various channels down to migrant workers (agents-regional offices-brokers-migrant workers).

4.0 Specific Services Required

A two personnel team from your organization will be accompanied by a CKS representative(s). One representative from CESLAM will be conducting and moderating the research while the other translates the interaction to the CKS team simultaneously as the interview goes on. CKS will provide your organization with a detailed discussion guide / field guide (questionnaire) in English. Your team will be expected to translate that in local language so as to guide the interviews. Please note that the CKS researcher will occasionally interrupt and request you to ask a few additional questions based on user responses.

The specific services required are as follows:

- Detailed sample of respondents to be provided prior to fieldwork
- Recruitment of respondents (ensure buffer / backup recruitment for protocols)
- Localisation / Translation of research tools and guides provided by CKS
- Conduct and Moderate protocols (interviews)
- Live translation of protocol

- Extensive summary and discussion of the protocol at the end of each protocol
- Transcription of all protocols
- Advice on accommodation and travel logistics

5.0 Critical Terms

- When on field CKS works on 6 days/week.
- The accompanying CKS personal will be collecting visual documentation in the form of photographs and videos.
- All protocols will be audio recorded.
- Please note that all respondents should sign a consent form, a format of which should be shared with us prior to the field research. The consent forms should include permission to photograph.
- CKS researchers will thoroughly screen respondents at the starting of the protocol. Please note, at any time at the start or in the middle of the protocol if the CKS researcher realizes that the respondent does not match the user-profile or the sample mentioned, they will cancel the protocol. The discretion at that moment will rest with the CKS researcher. At this stage you will be expected to immediately share your back up user/s and arrange another protocol for us without any time wastage or extension of time-line that may have an implication on our travel plan.

Timeline

Month	Date	Day	Team 1	Team 2	Team 3
November	24	Monday	Research Briefing + Dummy Protocol		
	25	Tuesday	HM1 + IDI 1	Travel to Dhanusha	Travel to Tanahun
	26	Wednesday	FGD 1	HM1 + IDI 1	HM1 + IDI 1
	27	Thursday	HM2 + RA 2	FGD 1	FGD 1
	28	Friday	FGD2	HM2 + RA 2	HM2 + RA 2
	29	Saturday	Buffer	Buffer	Buffer
	30	Sunday	HM3 + HM4	FGD 2	FGD 2
December	1	Monday	FGD 3	HM3 + HM4	HM3 + HM4
	2	Tuesday	HM5 + HM6	FGD 3	FGD 3
	3	Wednesday	FGD 4	HM5 + HM6	HM5 + HM6
	4	Thursday	HM7 + HM8	FGD 4	FGD 4
	5	Friday	HM9+ HM10	HM7 + HM8	HM7 + HM8
	6	Saturday	Buffer	Buffer	Buffer
	7	Sunday	HM 11 + HM 12	HM9+ HM10	HM9+ HM10
	8	Monday	Travel to Delhi	HM 11 + HM 12	HM 11 + HM 12

Exhibit B: Terms of Payment

Category	Description	Amount (USD)
DSA		
· @ USD 20 per day	15 days, 6 persons	1,800
Remuneration		
· Researchers @ USD700 per month	2 Researchers for 2 months	2,800
· Field coordinators @USD 200 per month	3 Field Coordinators for 1 month	600
· Translators @ USD 500 per month	3 Translators for 1 month	1,500
· Team Leader @ USD 2,000 per month	1 Team Leader for 2 months	4,000
Total Service Fee		10,700
Travel*		
· Kathmandu – Janakpur flight	Two-way airfare, 2 persons @ USD 250	500
· Kathmandu-Pokhara flight	Two-way airfare, 2 persons @ USD 270	540
· Local travel cost*	Local travel (between and within districts)	1,500
· Logistics (USD 500 per district)		1,500
· Miscellaneous Expenses	Payments to local contacts, meeting expenses, venue rental, etc	1,500
	Communication, Photocopying, Stationery, Equipment	
Total Travel, logistic and miscellaneous expenses		5,540
Total Service Fee and Field Expenses		16,240

* Travel costs include travel for the Team Leader who will be visiting the districts to oversee the work; and 1 Researcher from CESLAM/CMIR

50% Service Fee advance will be paid on commissioning of the project.

50% Balance service fee will be paid post the successful completion of research and submission of final deliverables.

Incidentals expenses will be reimbursed after submission of the invoice along with actual bills.