Date:

Employee Name:

Home Country:

Home Country PerNr:

Home Country Manager:

Host Country:

Host Country Location: <City>

**Sub: Letter of Long Term International Assignment**

Dear **Mr ….,**

Further to our discussions, we are pleased to inform you that you have been identified for the Long Term International Assignment, for a period of <mentioned the period> to <mention the Host country name and Host country city> in the role of <mention the position> reporting to <mention the Host country Manager name>.

This offer is conditional and will depend on satisfactory completion of medical examination and completion of required pre-assignment paper work. The detailed terms and conditions of assignment are placed as Annexure – I. In addition to the attached terms and conditions, you may also be required to fill in various applications/ forms to comply with the statutory requirements of the host country.

Your effective date of service for the purposes of international assignment related entitlements will be the date upon which you commence work in the **<Host country location>.**

Please confirm your acceptance of this assignment by initialing on the bottom right-hand corner of each page, signing below and returning the original for our records.

We take this opportunity to wish you the best for a successful and rewarding international assignment!

Your’s sincerely,

For **GMR Group,**

**Authorized Signatory**

I accept the assignment.

----------------------------------------------------

(Signature)

Employee Name

CC: HoD

Business HR Head

Personal File

**Annexure – I**

**Terms & Conditions**

1. Definitions:
   1. **Home Country**: Country of origin, to which the employee legally belongs; citizen of that country
   2. **Host Country**: Foreign country in which the employee is employed / posted on work; not a citizen of that country
   3. **International Assignment**: Posting in a Host country for a defined period of time
   4. **International Assignee**: An employee or member of one GMR company who, for business reasons, is assigned to same or another GMR company or a JV Company or an SPV in a foreign country for a defined period of time
   5. **International Assignment Contract (IAC):** A written agreement, subject to a valid employment relationship between the company in Home Country and the Assignee, that specifies the terms and conditions that apply during the international assignment. The IAC always refers to the International Assignment Policy for International Assignees, and appropriate Host Country Policies where applicable
   6. **Short Term Assignment:** Posting in a foreign country for a period ranging from 45 to 180 days; Duration up to 45 days will be covered by the terms of Foreign Travel Policy
   7. **Long Term Assignment**: Posting in a foreign country beyond 180 days
   8. **Average Annual Exchange Rate**: Average of home country currency exchange rate over pre-defined 12 month period
   9. **Base Rate**: Value of host country currency on a given date
   10. **Exchange Rate Variation (ERV):** Difference between exchange rate of any 2 currencies owing to economic volatility, calculated by deducting Average Annual Exchange Rate from Base rate
   11. **Split Pay**: CTC divided and paid in Home country and Host country currency
   12. **Accompanied**: Employee with spouse, dependent children and dependent parents
   13. **Unaccompanied**: Employee without spouse, dependent children and dependent parents
   14. **Full and Final Settlement:** Settlement of all outstanding payments and dues from or to the Assignee, including but not limited to, leave encashment, loan closure (if any), suspension of Provident Fund contributions, Superannuation, and termination of Pernr in SAP HCM
2. Interpretation: This Long Term International Assignment Letter and its Terms & Conditions have to be read and interpreted in conjunction with the International Assignment Policy and applicable Home country policies
3. Role: Assignee will perform such duties and responsibilities, as the Company shall assign to him from time to time. Assignee will devote the whole of his time and attention to his assigned responsibilities as <mention position title> during normal business hours and during such other time as the Company may reasonably require. Assignee will also be required to travel or work in other countries as requirements of the work dictate, subject to appropriate work permit and/or visa being obtained.
4. Tenure: The assignment will be effective for a period of <mention the period>, starting from <start date> to <end date>
5. Remuneration & Benefits:
6. During the operation of this assignment, the Company shall pay the assignee in <Host country currency> a salary of <mention the monthly CTC>, which will be payable on a month to month basis, credited to assignee’s bank account
7. The other details of remuneration and benefits will be applicable as per Annexure II
8. Except for the aforesaid benefits, details of which are mentioned in Annexure II, the assignee shall not be entitled from the Company for any other payments or benefits for the services that are rendered under this assignment
9. Location and Working Hours:
10. The assignee shall be located at **<Host country name and City name>** but on need basis, the assignee shall be required to provide services at any other locations or any other projects, as may be required by the Company.
11. The assignee shall be required to render services for minimum twenty-four (24) days on an average in a month or as stipulated by the Company in accordance with the norms and laws of the Host country
12. Functions and Performance Review:
13. The assignee will report to, and function under the directions of the **<Host country Manager title>**
14. It is clearly understood by the assignee that he will always provide his services with utmost honesty, diligence and sincerity. The assignee will not willfully and negligently perform any act that will cause any prejudice or loss to the Company. The assignee will not involve himself in any activity which is detrimental to the interest of the Company including affiliates of the Company
15. The services and expertise rendered by the assignee shall be subject to review by the **<Host country manager title>**, periodically
16. The Company will carry out Performance Review once in a year, i.e. in the month of April, in accordance with the established Performance Management Process
17. Miscellaneous: The assignee hereby undertakes that during the period of this assignment he shall not act in any way prejudicial to the interest of the Company and its stakeholders
18. Confidentiality: The assignee shall ensure that all information in respect of the business coming in his possession during the course of his assignment in Host country shall be kept strictly confidential and shall not be divulged to any party except to the extent necessary for the purpose of due discharge of his functions. Before disclosing any such information, the assignee shall ensure the bona-fide of the parties to whom such information is provided in the course of his official duties
19. Non-Disclosure:
20. During the currency of this assignment, the assignee shall strictly adhere to all the confidentiality provisions of this assignment contract and after termination of this assignment contract for any reason whatsoever, the assignee shall continue to strictly adhere to all the confidentiality, non-compete, provisions relating to intellectual properties and security provisions of this assignment in connection with the said project and shall not disclose any such matters in breach of the said provisions.
21. Any breach by the assignee of the obligations aforesaid shall render the services liable to immediate termination, apart from any other action, which the Company may take against him for breach of assignment, as deemed appropriate.
22. **Legal Compliances**:
23. The assignee shall comply with and adhere to all applicable local laws, including all statutory deductions, payments and levies imposed by any law, rule or notification. In case of any breach of any laws, rules or regulations by the assignee, the assignee shall solely be liable for the same
24. The assignee shall be subject to such restrictions or regulations as shall be applicable to him and it shall be the duty of the assignee to comply with all applicable rules and regulations and procedures as prevailing
25. **Misconduct & Negligence**:
26. It is agreed and undertaken by the assignee that he shall comply with the norms of discipline, safety and security as prevailing in the project and the Company. The assignee shall take all safety measures to protect himself at site as well as outside. The assignee shall be governed by the Code of Business Conduct and Ethics of the Company (Annexure III) and shall not do anything contrary to the rules, regulations and discipline of the establishment. The assignee shall not engage in any misconduct or negligence in the course of his assignment with the Company. The assignee shall exercise due care and caution while discharging his functions. The assignee while rendering his services shall ensure that there are no acts of misfeasance and malfeasance from his side. The norms established by Indian Courts in respect of misconduct, negligence, misfeasance and malfeasance shall govern this provision.
27. While on holidays, vacations or leaves from this assignment, in Home country, the assignee will still be the representative of the Company, and shall be responsible for any dangerous, illegal or scandalous acts or behavior which may hinder or tarnish the reputation of the Company. While such actions and behavior are personal and sole individual responsibility of the assignee, the assignee is expected to exercise due and complete caution in matters where he/she is in doubt of the legal or cultural consequences.
28. **Safekeeping of Assets**: The assignee is required to ensure proper and efficient use, custody and safe keeping of all the property of the Company or any entity in the Company including the affiliates, provided to him for his use or entrusted to him for custody or charge in connection with the business operations of the Company. All such property shall, subject to normal wear and tear, be returned immediately upon termination of the assignment with the Company.
29. **Intellectual Property Rights:**
30. The assignee is required not to disclose any design, systems, data analysis, project monitoring arrangements, vendors list, financial or technical models or any other intellectual properties that he conceives, authors, devises, uses or becomes aware of, during the period of the assignment, solely or jointly with others. These shall be the exclusive property of the Company and the assignee shall have no proprietary right, title or claim whatsoever in respect of the same. Assignee will assign to the Company, if so required, all rights, title and interest therein.
31. The assignee shall not retain or use any information, data, details or documents relating to any of the said intellectual properties and shall not apply or use any such information relating to such intellectual properties in any assignments outside the Company. The Company agrees that the provisions of this Agreement shall not apply with respect to any prior intellectual property rights, if any, of the assignee.
32. **Official Records**: It is clearly understood by the assignee that he is not entitled to retain in personal custody any copies of official records, data or information except for the purpose of his official duties. On expiry of the assignment or earlier termination, the assignee shall forthwith return any documents that may still be in his possession and shall obtain a Discharge Certificate from the Company in that respect
33. **Non-Compete**: Considering the detailed exposure the assignee will have to the confidential information and trade secrets relating to the business of the Company and the expertise gained by him from the same, it is agreed and undertaken by the assignee that upon expiry or termination of this assignment, the Assignee shall not participate either directly or indirectly with any of the Indian enterprises/business houses that are competing with the Company in India or internationally today, for a period of one (1) year commencing from the date of termination or expiry of the term of this Agreement.
34. **Health Insurance:** During the assignment period, assignee will continue to be covered under the Home country insurance plan. In the event Home country insurance coverage is not available in the Host country, the Company will assist the assignee in obtaining a private health care insurance for self in the Host country. The cost of health care insurance for assignee’s accompanying members will be borne by the assignee

## Leave & Holidays: The assignee will be governed by the leave policy and holiday calendar of the Host Country company, determined by HR in accordance with the local laws.

1. **Right to repeal:** Nothing contained in this assignment letter shall be construed as an obligation on the part of Company to implement any benefit program, or if implemented, to require the Company to maintain any benefit program in original or amended form for any period of time
2. **Termination of Assignment:** If assignee chooses to voluntarily end the assignment before the agreed period following the relocation to Host country, the company will not provide any return airfare / will not repatriate the assignee (accompanied or unaccompanied). In case the role of the assignee ceases to exist for any reason, the Company will repatriate the assignee (including for accompanied status)
3. **Completion of International Assignment**:

Upon normal completion of the international assignment or foreclosure of assignment depending on business exigencies, the assignee will be intimated about the same. Prior to relocation to Home country, full & final settlement in the Host country will be completed; there will be no carry-over of liabilities of any nature whatsoever, from international assignment in Host country to the Home country

1. **Indemnity:** Assignee agrees to indemnify Company, against any claim or civil action, suit or proceeding against the Company, arising out of any alleged duties pursuant to any other employment, confidentiality, non-competition, or non-solicitation agreement (excluding any such agreement with the Company) to which assignee is a party and assignee fails to disclose to the Company
2. Nature of Long Term Assignment: Being a Long Term International Assignment, it is extensive in nature and assignee is expected to return to Home country on completion of assignment. While the length of assignment is based on business requirement, it is subject to change at any time at the discretion of the company.
3. Miscellaneous: Assignee is advised to go through the International Assignment Policy to understand the other provisions of Long term assignment. Any interpretation of this policy shall rest with the Group Corporate HR Department.

This assignment letter supersedes all verbal promises, implicit understanding you may have during the selection process.

Please accept our hearty congratulations and we wish you a challenging and rewarding career!

Yours truly,

For GMR Group,

Authorized Signatory

**Annexure II**

**Compensation and Benefits**

* + - 1. The salary (CTC) will be paid in Host country currency and will be determined based on Host country talent market
      2. Stack-up sheet illustrating salary components is enclosed
      3. Percentage of CTC, as agreed through split pay ratio, will be paid to the assignee in Home country currency
      4. ERV, if any, will be adjusted annually on 1 Jul
      5. Basis of such ERV adjustment will be Average Annual Exchange Rate of Home country currency against Host country currency rate, as on 1 Jul every year
      6. ERV up to +/-3% will not be open for adjustment; any variation beyond +/- 3% only will be adjusted
      7. Tax on the income earned in Host country will be determined in accordance with the Income Tax Act and residential status in the financial/taxable year of Host country; In the event where assignee has to spend more time in Home country, as a result of which assignee becomes liable for tax in Home and Host country, the Company will ensure that assignee is not subjected to double taxation in Home and Host country, provided there is Double Taxation Avoidance Agreement (DTAA) between the two countries, and the terms of the same are applicable to the assignee. In case there is no DTAA between the Home and the Host countries, company will pay the income tax in Home country, and the Host country tax will be borne by the assignee