Date:

Employee Name:

Home Country:

Home Country PerNr:

Home Country Manager:

Host Country:

Host Country Location: <City>

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

Dear **Mr ….,**

Further to our discussions, we are pleased to inform you that you have been identified for the Short 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 Home 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. **Accompanied:** Employee with spouse, dependent children and dependent parents
   8. **Unaccompanied:** Employee without spouse, dependent children and dependent parents
2. Interpretation: This Short 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. Remuneration & Benefits:
5. During the operation of this assignment, the assignee’s compensation in Home country, including the social security, retiral benefits and tax stipulations, will remain unchanged
6. In order to meet expenses in Host country, assignee will be paid allowances as detailed in Annexure II. 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
7. Location and Working Hours:
8. 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.
9. 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
10. Functions and Performance Review:
11. The assignee will report to, and function under the directions of the **<Home country Manager title>**
12. 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
13. The services and expertise rendered by the Assignee shall be subject to review by the **<Home country manager title>**, periodically
14. 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
15. 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
16. 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
17. Non-Disclosure:
18. 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.
19. 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.
20. **Legal Compliances**:
21. 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
22. 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
23. **Misconduct & Negligence**:
24. 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.
25. 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.
26. **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.
27. **Intellectual Property Rights:**
28. 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.
29. 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.
30. **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
31. **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.
32. **Health Insurance:** During the assignment period, assignee will continue to be covered under the Home country insurance plan

## Leave & Holidays: Assignee will remain on Home country leave program; however, the assignee will be governed by the Host country holiday calendar

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 for the assignee
3. **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
4. Re-classification: Depending on the business exigencies, the Company can re-classify a Short Term Assignment to a Long Term Assignment at any time, starting from day one of the Short Term Assignment.
5. Nature of Short Term Assignment: Being a Short Term International Assignment, it is temporary 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.
6. Miscellaneous: Assignee is advised to go through the International Assignment Policy to understand the other provisions of short 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**

**Benefits**

* + - 1. The company will provide accommodation in a guesthouse or a hotel
      2. Daily food allowance as indicated in ‘International Assignment Policy’ will be payable to assignee; however, if the guesthouse has food arrangements, no daily food allowance will be payable
      3. A daily fixed amount as indicated in ‘International Assignment Policy’ will be payable towards local conveyance, incidental and telephone expenses