

Pratham Education Foundation

Registered Office : Y. B. Chavan Center, 4th Floor, Gen. J. Bhosale Marg, Nariman Point, Mumbai - 400021.
Telephone : (022) 2281 9561 / 62. Fax : (022) 22819563



Contractual Services Agreement

This agreement made at Mumbai on this Monday day of 22.08 2022 between:

Pratham Education Foundation, a company registered under section 8 of the Companies Act 2013 with its office located in New Delhi, at B-4/58, 2nd Floor, Safdarjung Enclave, New Delhi- 110029 (hereinafter called "Pratham") of the one part, and

"Administrative Service Degree College, Nagpur" (hereinafter called "Contractor") with his address at P.N.846/B, Near Shyam Dham Mandir, New Nandanwan, Nagpur 440009 of the other part and collectively known as "Parties.

AND WHEREAS "Contractor" will help to conduct activities related to the Annual Status of Education Report (ASER) 2022 in "Nagpur" District, of "Maharashtra" from 12th September to 15th October 2022. Pratham has agreed to cover the entire costs of completing this survey directly by its own means and resources and "Contractor" has agreed to help in collecting ASER related data, on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed upon by and between the parties hereto under:

Pratham and "Contractor" hereby mutually agree and declare as under:

BASIC UNDERSTANDING

- A. Pratham and "Contractor" mutually acknowledge the legal autonomy of each other, registered as they are under their respective laws;
- B. Both parties are mutually willing to define and identify their respective responsibilities and liabilities, through the instrument of this Agreement and fully abide by the terms and conditions agreed to;
- C. It is understood and agreed that the basic purpose of entering into this Agreement is to complete ASER 2022 by the "Contractor". If, for any reason, it is later found that this purpose is not being realized, then Pratham would be at liberty to terminate the agreement after giving 2 weeks written notice of the same. Detailed list of "Deliverable for both the parties" is being attached with this contract as "Annexure 1".

- D. It is understood and accepted that Pratham and "Contractor" will work with families & communities to achieve the desired objective in the selected geographical area.
- E. Since "Contractor" or its employees/workers/representatives are required to interact with the children, a Child Protection Declaration is to be taken from every employees/workers/representative who will be directly involved with the children being surveyed. Contractor will ensure that the declaration is taken and provided to Pratham before start of the survey. Child Protection Declaration format is attached as "Annexure 2" with this contract.
- F. "Contractor" shall not without the prior written approval of Pratham:
1. Change the location, area or scale of the survey.
 2. Further sub-contract the work as specified in this agreement to any organization or individual
- G. "Contractor" shall collect and submit deliverables of ASER 2022 Survey from the volunteers within 20 days.
- H. The completion of the deliverables of the survey shall entirely be the responsibility of "Contractor".
- I. If at any stage it is found and proved that "Contractor" is not complying with the conditions given in this agreement; Pratham may terminate this agreement by giving prior notice to "Contractor".

For Pratham Education Foundation

Administrative Service Degree College, Nagpur



Authorized Signatory



Authorized Signatory

PART I: RESPONSIBILITIES OF "CONTRACTOR"

A. RESPONSIBILITIES OF "Contractor"

- Assign 1 contact person to coordinate the training of volunteers and support ASER Centre/Pratham in completing the survey satisfactorily in the district.
- Identify volunteers to conduct the survey in 30 villages; 2 volunteers will conduct the survey in 1 village.
- Facilitate training over a period of at least 3 days.
- Ensure that all volunteers attend all days of training. If a volunteer's performance in the classroom and during field work is found to be dissatisfactory, the "Contractor" will be asked to replace the volunteer.
- Ensure that the volunteers visit the 30 villages and conduct the survey over a period of 2 days (Saturday and Sunday, or Sunday and Monday) as per the procedure specified by ASER Centre/Pratham.
- Take responsibility to ensure that all volunteers follow the survey procedures and rules.
- Take responsibility to ensure that all volunteers and other representatives of the "Contractor" have been made aware of the contents of the Child Protection Declaration.
- Ensure timely submission of all survey-related data to ASER Centre/Pratham staff as per the instructions outlined in the agreement, survey and financial pack.
- If survey or data from a particular village(s) is found to be of poor quality, then that village will have to be resurveyed by the "Contractor" at no additional cost to ASER Centre/Pratham.
- Complete honesty and integrity is expected from the "Contractor", during survey.
- If there are any difficulties in getting the tasks completed, the difficulties must be shared with the ASER Centre/Pratham team in writing.
- "Contractor" must ensure that the names of the surveyed village are not shared with anybody other than the volunteers who will go for the survey. It is a usual practice in research projects to keep names of villages and households confidential to protect the privacy of respondents.

B. RESPONSIBILITIES OF EACH VOLUNTEER:

- Attend all days and all sessions of the training.
- Be punctual and participate sincerely in the classroom sessions and field work during the training. If a volunteer's performance in the classroom and during field work is found to be unsatisfactory, the "Contractor" will be asked to replace the volunteer.
- During the survey, a volunteer must:

- Visit the assigned village with an assigned "Contractor" volunteer and collect information as per ASER Centre/Pratham guidelines, procedures and rules.
- Select households in the village using the specified procedure.
- Survey and test children in each of these households as per ASER Centre/Pratham guidelines. Fill out all required formats carefully, legibly and accurately.
- Conduct the survey over a period of 2 days (Saturday and Sunday, or Sunday and Monday).
- Conduct the survey with complete integrity and honesty.
- Be polite respectful to the children, families and other villagers in the village.
- Share any difficulties faced during the survey with the ASER Centre/Pratham staff.
- Not share/reveal the names of the surveyed village or surveyed youth with anyone.
- Submit the completed formats and survey booklets immediately after the completion of survey to the ASER Centre/Pratham staff.

PART II: RESPONSIBILITIES OF ASER CENTRE/PRATHAM

- Conduct training for all volunteers for 3 days in the district and bear costs of the training. During training, ASER Centre/Pratham staff will decide whether the volunteers provided by the "Contractor" qualify to do the survey.
- Bear the cost of food incurred by participants during the training and field work as per the rates and procedures as agreed upon in advance between the "Contractor" and ASER Centre/Pratham.
- Bear survey-related material and logistics cost as agreed upon in advance between the "Contractor" and ASER Centre/Pratham.
- Closely monitor and recheck the survey in the district.
- Share a copy of the ASER 2022 report with the "Contractor"
- Acknowledge the "Contractor" in the Annual Status of Education Report 2022.

Pratham Education Foundation

Registered Office : Y. B. Chavan Center, 4th Floor, Gen. J. Bhosale Marg, Nariman Point, Mumbai - 400021.
Telephone : (022) 2281 9561 / 62. Fax : (022) 2281 9562



This agreement made at Mumbai on this Monday day of 22.08. 2022 between:

Pratham Education Foundation, a company registered under section 8 of the Companies Act 2013 with its office located in New Delhi, at B-4/58, 2nd Floor, Safdarjung Enclave, New Delhi- 110029 (hereinafter called "Pratham") of the one part, and

Mr. Anup Sayare (hereinafter called "Contractor"), having PAN: BMWPS7167M with his address at Nandanwan, Nagpur of the other part and collectively known as "Parties".

AND WHEREAS "Contractor" will conduct activities related to the Annual Status of Education Report (ASER) 2022 in Nagpur district, Maharashtra State from 12th September to 15th October using their own manpower and handover the collected data to Pratham and in return Pratham has agreed to provide contractual fees of Rs. 60,000/- (Rupees "Sixty Thousand" only), inclusive of all applicable statutory taxes, to undertake and complete the survey on its behalf on the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed upon by and between the parties hereto under:

Pratham and "Contractor" hereby mutually agree and declare as under:

BASIC UNDERSTANDING

- A. Pratham and "Contractor" mutually acknowledge the legal autonomy of each other, registered as they are under their respective laws;
- B. ASER Centre is a research wing of Pratham.
- C. Both parties are mutually willing to define and identify their respective responsibilities and liabilities, through the instrument of this Agreement and fully abide by the terms and conditions agreed to;
- D. It is understood and agreed that the basic purpose of entering into this Agreement is to complete ASER 2022 by "Contractor". If, for any reason, it is later found that this purpose is not being realized, then Pratham would be at liberty to terminate the agreement after giving 2 weeks written notice of the same. Detailed list of "Deliverable for both the parties" is being attached with this contract as "Annexure 1".
- E. It is understood and accepted that Pratham and "Contractor" will work with families & communities to achieve the desired objective in the selected geographical area.
- F. Since "Contractor" or its employees/workers/representatives are required to interact with the children, a Child Protection Declaration is to be taken from every employees/workers/representatives who will be directly involved with the children being surveyed "Contractor" will ensure that the declaration is taken and provided to Pratham before start of the survey. Child Protection Declaration format is attached as "Annexure 2" with this contract.
- G. "Contractor" shall not without the prior written approval of Pratham:
 1. Change the location, area or scale of the survey.
 2. Further sub-contract the work as specified in this agreement to any organization or individual. -

- H. Pratham shall provide contractual fees for the said project undertaken by "Contractor" as per the following schedule and TDS will be deducted @ 1% for which Pratham will provide Form 16A after completion of the quarter. Contractor will furnish copy of its PAN card to Pratham. In the case where PAN card is not furnished by "Contractor" then TDS will be deducted @ 20% and no Form 16A will be provided.

Date	Amount
12.09.2022	30000/-
30.09.2022	30000/-

- I. "Contractor" shall submit ASER 2022 (Child undertaking declaration, survey booklets, finance formats) deliverables of ASER 2022 by 30th September.
- J. It should be the responsibility of "Contractor" to meet out, deduct and pay all statutory levies and taxes, if any, whenever necessary and to comply with all legal requirements in connection with this contract. "Contractor" shall indemnify and keep Pratham Indemnified against all losses and damages arising from any neglect or delay by "Contractor" in complying with its obligations in the foregoing circumstances.
- K. The completion of the deliverables of the survey shall entirely be the responsibility of "Contractor".
- L. If at any stage it is found and proved that "Contractor" is not complying with the conditions given in this agreement; Pratham may terminate this agreement by giving 2 weeks written notice to "Contractor".
- M. Pratham retains the right to recover from "Contractor" an amount equivalent to all disallowed expenses resulting from any audits carried out during or after the period of the Agreement.

It is clearly understood that this Agreement has been entered into by Pratham and "Contractor" on a principal-to-Principal basis. As such none of the parties hereto shall have the right to commit the other party in any matter of transaction whatsoever.

For Pratham Education Foundation


Authorized Signatory



Mr. Anup Sayare


Authorized Signatory

Annexure 1

PART I: RESPONSIBILITIES OF "CONTRACTOR"

A. RESPONSIBILITIES OF "CONTRACTOR":

- Assign 1 contact person to coordinate the training of volunteers and support ASER Centre in completing the survey satisfactorily in the district.
- Identify volunteers to conduct the survey in 30 villages; 2 volunteers will conduct the survey in 1 village.
- Facilitate and arrange training over a period of at least 3 days.
- Ensure that all volunteers attend all days of training. If a volunteer's performance in the classroom and during field work is found to be dissatisfactory, the "Contractor" will be asked to replace the volunteer.
- Ensure that the volunteers visit the 30 villages and conduct the survey over a period of 2 days (Saturday and Sunday, or Sunday and Monday) as per the procedure specified by Pratham (ASER Centre).
- Take responsibility to ensure that all volunteers follow the survey procedures and rules.
- Take responsibility to ensure that all volunteers and other representatives of the "Contractor" have been made aware of the contents of the Child Protection Declaration.
- Ensure timely submission of all survey-related data and financial formats to Pratham (ASER Centre) staff as per the instructions outlined in the agreement, survey and financial pack.
- Ensure that all volunteers are reimbursed for survey-related costs.
- If survey or data from a particular village(s) is found to be of poor quality, then that village will have to be resurveyed by the "Contractor" at no additional cost to Pratham (ASER Centre).
- Complete honesty and integrity is expected from the "Contractor" and the volunteers provided by the "Contractor", during survey.
- If there are any difficulties in getting the tasks completed, the difficulties must be shared with the Pratham (ASER Centre) team in writing.
- "Contractor" must ensure that the names of the surveyed village are not shared with anybody other than the volunteers who will go for the survey. It is a usual practice in research projects to keep names of villages and households confidential to protect the privacy of respondents.

B. RESPONSIBILITIES OF EACH VOLUNTEER:

- Attend all days and all sessions of the training.
- Be punctual and participate sincerely in the classroom sessions and field work during the training. If a volunteer's performance in the classroom and during field work is found to be unsatisfactory, the "Contractor" will be asked to replace the volunteer.
- During the survey, a volunteer must:
 - Visit the assigned village with an assigned "Contractor" volunteer and collect information as per Pratham (ASER Centre) guidelines, procedures and rules.
 - Select households in the village using the specified procedure.
 - Survey and test children in each of these households as per Pratham (ASER Centre) guidelines. Fill out all required formats carefully, legibly and accurately.
 - Conduct the survey over a period of 2 days (Saturday and Sunday, or Sunday and Monday).

- Conduct the survey with complete integrity and honesty.
- Be polite and respectful to the children, families and other villagers in the village.
- Share any difficulties faced during the survey with the Pratham (ASER Centre) staff.
- Not share/reveal the names of the surveyed village /village list or surveyed children with anyone.
- Submit the completed formats and survey booklets immediately after the completion of survey to the Pratham (ASER Centre) staff.

PART II: RESPONSIBILITIES OF PRATHAM (ASER CENTRE)

- Conduct training for all volunteers for at least 3 days in the district and bear costs of the training. During training, Pratham (ASER Centre) staff will decide whether the volunteers provided by the "Contractor" qualify to do the survey.
- Bear the cost of food incurred by participants during the training and field work as per the rates and procedures as agreed upon in advance between the "Contractor" and Pratham (ASER Centre).
- Bear survey-related material and logistics cost as agreed upon in advance between the "Contractor" and Pratham (ASER Centre).
- Closely monitor and recheck the survey in the district.
- Ensure payment is made to the "Contractor" as per agreed terms.
- Acknowledge the "Contractor" in the Annual Status of Education Report 2022
- Share a copy of the ASER 2022 report with the "Contractor"