

**MEMORANDUM OF UNDERSTANDING**  
**FOR IT Enabled Services (ITES) Project**

All the parties who are entering in this agreement are bound with terms and clauses mentioned herein, so he/she must read this agreement carefully and agree with this before signing.

\_\_\_\_\_  
**{COMPANY NAME/OUTSOURCER}**

Contact Person: XXXXXXXX XXXXX  
Address: XXXXXXXX XXXXX XXXXXXXX XXXXX  
(Hereinafter referred to as "First Party")

&

\_\_\_\_\_  
**{DATA EXECUTION OPERATOR/COMPANY NAME}**

Contact Person: XXXXXXXX XXXXX  
Address: XXXXXXXX XXXXX XXXXXXXX XXXXX  
(Hereinafter referred to as "Second Party")

DATE OF EXECUTION: DD<sup>th</sup> MM YYYY

Whereas the first party is engaged in the business of outsourcing the IT enabled service and whereas it has entered into an agreement to execute the image to text conversion (cum proof reading) operations in details in the scope of work, which need to be executed through various delivery partners. Presently it's in a position to procure the business for ITES more meaningfully described in the column **scope of work** (Sec #1 to 4).

And whereas the second party is engaged inter alias, in the business of providing ITES Operations as a data execution operator. The second party has acquired the necessary expertise, and developed the requisite skill base for successful execution of ITES work. Whereas, the second party is entering into the agreement with the first party to carry on the ITES work on its own. The second party will work as independent freelancer to exercise its expertise in maintaining Quality Control of the jobs Assignment.

This memorandum of understanding represents the business Agreement and operational understandings between the parties and shall remain in effect for a period of nine months from the date of execution hereof which is 01<sup>st</sup> Jan 2013.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. Scope of work**

- a. Each JOB will assign for maximum 9 months – you may get 1 assignment after every submission of 15 calendar days of working. i.e. you may get maximum 18 cycles, where each cycle will be of 15 calendar days and comprising of 300 input image files per assignment.
- b. The scope of said work is typing text of provided images along with pre-converted text/ebf files and then doing the proof reading on file by using any supported software as per the format specified in **Annexure-1/A-1**.
- c. It is further agreed and understood that the Second Party shall indemnify the First Party against any claim, or attachment or demand or forfeiture or loss, arising out of or resulting from any act of

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Signature (First Part)  
Authorized Signatory  
(Name of person in this parentheses)

\_\_\_\_\_  
Signature (Second Part)  
Authorized Signatory  
(Name of end-client in this parentheses)

representatives/agents/attorneys/employees of the Second Party on any account what so ever.

## 2. Availability of data

Once, completion of all pre-requisite will confirmed, first party will provide the image files along with related ebf/text files to the second party through download links in EMAIL. The Second Party will then do the proof reading on ebf/text file to match the text with provided images. This would be email back to [job.submissions@glrservices.net](mailto:job.submissions@glrservices.net) in compressed ZIP format through email once completed.

First party will be providing assignment till expiring or terminating the specific JOB. Whereas, for in any un-seen circumstances (like un-availability of data due any reason or any other) first party will have full rights to hold second party's workload/QC/payments for maximum 3 months. This clause is overriding the points 3, 4, 5(c), 5(i) and 6 of this agreement.

In case, if first party is not providing more workload/QC/payment even after 3 months then first party will compensate to second party by paying 25% of sum of previous 3 billings for each individual JOBs.

And thereafter this agreement will be treating as cancelled or terminated or determined.

## 3. Process of qualifying

The Second Party has to perform for the said work with the require minimum accuracy level of 85.1% as per the technical specification for the quality manuals as given in Annexure, the same has to be submitted within given time duration.

After last date of submission of work, the first party will generate quality report for the same to the Second Party by maximum 10 calendar days.

## 4. Quality Control and accuracy

The Second Party shall take maximum care on accuracy and delivery schedule of the data execution job. Time and accuracy is essence of this contract, any delay in delivery or accuracy less than acceptance levels will lead to rejection of the assignment as well termination of this agreement and invoking of risk and cost clause. Accuracy of 97.1% is set as standard for quality acceptance, whereas, the minimum acceptable accuracy is 85.1%.

First Party will provide the accuracy report of submitted work in maximum 10 calendar days after the last date of submission of work. First Party is not responsible for giving correspondence and guidelines or reimbursement for the said work against the clauses mentioned in this agreement and project's scope.

## 5. Responsibilities and Obligations

- a. The First Party has assured delivery of data on timely basis to the Second Party for execution, the quantities are calculated on following basis.
  - i. The total work generated under this contract agreement in terms of estimated exactly 300 image files per assignment and workload will be provided to second party time to time regularly.
- b. The Second Party agrees to work as a full time or part time supervisor for the job completion within stipulated time.

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Signature (First Part)  
Authorized Signatory  
(Name of person in this parentheses)

\_\_\_\_\_  
Signature (Second Part)  
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(Name of end-client in this parentheses)

- c. Second party accepts that the first party will only be responsible for payment on satisfactory completion of work by the second party.
- d. After getting workload by first party, Second Party is liable to complete the ITES work in given time limit with required accuracy as per given in Annexure I/A-2, A-3.
- e. The Second Party accepts all the specification & penalties for measuring the accuracy of ITES job. (see Annexure I/A-5)
- f. The Second Party accepts that there is no rework of job which has been submitted once or which is not submitted in given timeframe.
- g. The Second Party accepts that First Party cannot be held responsible for non-working occurred on account of natural calamity, change in government law, unforeseen circumstances. And no claim/representation shall be entertained.
- h. The Second Party accepts that if his/her account is terminated due to any mentioned reason in this agreement then he/she will not ask for any kind of refund.
- i. Second Party accepts that if there is any kind of delay in placing accuracy report or next workload then the second party should cooperate with the first party for five days minimum.
- j. Continuation assignment(s): The second party may request to get the workload in every 15 calendar days (after submission only) without waiting for QC report of submitted workload. But, if, the accuracy of previous submitted work will be coming under rejection or below 85.1% then on-going related assignment will not be accepting.

#### 6. Payment

The first party agrees to provide payment for the given work depending on the accuracy of minimum 85.1% on fortnightly payment basis. If the Accuracy is less than 85.1% on submitted work then there would not be any payment to the Second Party. *Check the rules of accuracy measurement in Annexure attached at the end of the agreement.* Payment will be transferred to client either via NEFT/RTGS online service within 3 working days after declaring accuracy report. Payment will be generated as per pre-defined structure as given below.

	Total Images	Pay Rate INR
	300	Up to 100/- per images
	Pay Checks	
• 97.01%-100.00%	30000.00	@ 100.00/ image
• 94.01%-97.00%	22500.00	@ 75.00/ image
• 91.01%-94.00%	15000.00	@ 50.00 / image
• 88.01%-91.00%	7500.00	@ 25.00/ image
• 85.01%-88.00%	3000.00	@ 10.00/ image
• 75.01%-85.00%		
Choice #1	Zero payment and one another chance with new workload	
Choice #2	Get payment @ 4.00 per page (which are 100% correct) and surrender agreement.	
• Less than 75.01%	0.00	@ 0.00/ image
	No more work, agreement will be terminating permanently.	

#### 7. Assignment Termination Reason

The second party accepts that the first party is at liberty to terminate the contract without any notice in case any of below conditions:

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 (Name of end-client in this parentheses)

- a. If report coming under Complete Work Rejection Parameters as described in Annexure-I/A-4.
- b. If second party is not able to maintain the process to qualify (refer point 3 of this agreement).
- c. On violation of any law/rules stated in this terms & conditions and annexure.
- d. Assignment can also be cancelled / terminated on mutual acceptance of both parties.
- e. If all the registered assignment under this agreement rejecting before completing the duration of agreement then this agreement will treat as terminated/cancelled.
- f. No refund will be applicable in any case apart of clause 2 of this agreement.

**Acknowledgement/Declaration by Second Party:**

I hereby, accept the opportunity of executing image to ebf/text conversion (cum proof reading) process, without any external or internal pressure and opt for this image conversion project to be executed only at our office/premises; I shall not get the work done from any outside commercial agency or individual and acknowledge that I understand and agree to terms set forth here above voluntarily and willingly and am bound by the same.

I accept that the court in Bhubaneswar alone shall have exclusive jurisdiction as regards any claims or matters arise in out of dealing with first party, and all disputes will be governed by/under the civil laws of INDIA.

**Acknowledgement/Declaration by First Party:**

We hereby, acknowledging that we’ve received the sum of INR XXXX vide CASH/CHEQUE/DD #..... for the advance consultancy of image conversion process.

## Annexure I Technical Specification

**A-1 Terms & Conditions:**

- 1. File must be saved as IMAGE name with extension Example: - output file for IMAGE00001.JPG will be IMAGE00001.ebf
- 2. Ignore all the background fills and patterns in image file. Ignore all pictures and photographs in image file.

**A-2 Instructions to follow while data execution:**

- 1. New page data of IMAGE file should start from new ebf/text document.
- 2. File name should be given as it is given to the image file.
- 3. Flow Chart, images, graphs should be ignored.
- 4. Extra enters and different enter size would be considered as error.
- 5. Texts given in JPG files are case sensitive. If image contain text “the” and you typed like “The” then it’ll treating as spelling mistake.

**A-3 Complete Work Rejection Parameters:**

- 1. One or more file name is wrong in submitted work, one or more doc file having wrong page reference number syntax, or, submitted zip folder name is not same that we provided.
- 2. Work is incomplete or any error.
- 3. Not submitted in given time.
- 4. Submission work corrupted files. Or, If found virus or any malicious application in the submitted file. In this case the work will not be taken for QC.

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5. Files will be rejected if uploaded in any other format other than .zip format (WINZIP). ZIP file should have same name as provided in original work.
6. Assignment accuracy is below 85.1%.
7. Any other file format found in ZIP folder other than ebf file.
8. More than one assignment found in one ZIP folder. Each assignment must send in separate ZIP folder in separate email.
9. The company decision will be the final on deciding all the disputes.

**A-4 Penalties/ Fine/ Deductions on Assignment Accuracy:**

Mismatched Text	Each mistake	0.20%
Extra / Missing text	Each mistake	0.20%
Extra / Missing enter or shift+enter	Each mistake	0.20%

{wrong special character and missing punctuation mark will count as mistake of mismatched text}

Achieved accuracy of assignment = (100 – sum of penalties) %

*There is no error/penalty on wrong punctuation, doubles space or extra space between two words.*

**Notes:**

*First party has full rights to change any article in Annexure of this agreement and has to be accepted and follow by the second party with immediate effect after notification by company form the next schedule/cycle of work. In-acceptance of changes will be treated as to termination of this agreement.*

*First Party has full rights not to disclose the name of books, publication of books and writers of books being using under this ITES project. First Party has full rights not to accept any claim or question regarding origination of this work and the end client.*

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