



JRTC CONSULTANCY Pvt. Ltd.

288, Mandi Mani Ram, Gharaunda - 132114 (Karnal) Haryana INDIA.

C.O. M/s. Telu Ram Ram Chander 145, New Grain Market, Gharaunda - 132114 (Karnal) Haryana INDIA.

Reviewers Agreement

Dear Reviewer,

I am pleased to inform our verbal offer for your services to JRTC Consultancy Pvt. Ltd. to you for the position of a reviewer with the company w.e.f. _____. As discussed, this offer is conditional upon completion of satisfactory references that could include, but is not necessarily limited to, a review of service and education records.

The details of our offer, including the terms and conditions of your service are attached as Schedule-A.

This letter along with the enclosed schedules, outlines the conditions/recitals of both Company and yourself with respect to your services, and is governed by all the applicable laws of India. It details the Terms and Conditions of your services to the Company, and will form our agreed upon contract with you once signed.

Accepting will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initials each page, and returning it to me upon your earliest convenience/ online.

We look forward to welcoming you to the Company and Reviewer team and wish you a successful and rewarding career with us.

Sincerely,

Mayank

I, reviewer, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of service as outlined therein.

Signature

Date

Schedule A

JRTC Consultancy Pvt. Ltd. (JRTC)

Terms and Conditions of Service

The following outlines the terms and conditions of service with *JRTC Consultancy Pvt. Ltd.* The Company reserves the right to change these terms and conditions as necessary, with due notice.

1. Definitions and interpretation

1.1. The following definitions apply:

The Reviewer Means the person identified as the addressee in the *offer of appointment*.

The exam services Means the tasks and deliverables set out in the *duties and responsibilities* document provided.

The commissioning documentation Means the invitation to perform the work, list of delivery dates, instructions for completing the work and all supporting information and guidance documents. For the avoidance of doubt, these documents do not form part of this contract.

The Privacy Statement Means the privacy statement from time to time in force.

1.2. The Reviewer is not the employee or agent of JRTC and has no authority to represent and must not claim to represent or enter into any commitments on behalf of JRTC in any respect.

1.3. Nothing in this Contract is intended to make nor shall it make JRTC the employer of the Reviewer. The Reviewer is classified as self-employed and the Reviewer must not claim that they are an employee, director or officer of JRTC.

1.4. A reference to a "third party" is a reference to a person who is not a party to this contract.

1.5. Clause headings are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation or construction of any of the terms of this Agreement.

2. Reviewer Obligations and Assurances

2.1. The Reviewer agrees to make him/herself available to carry out the Exam services at the required times.

2.2. The Reviewer may not engage a third party to complete the tasks required to fulfill their obligations to JRTC.

2.3. The Reviewer confirms that they have sufficient time and, where necessary, their consent, to perform the Exam services. By signing this Contract the Reviewer is deemed to have confirmed that they may be required to take time when JRTC meetings or other duties occur at a time when they would otherwise expect to be fulfilling the responsibilities of their main or other employment.

2.4. Your attention is drawn to the rules and requirements of the commissioning documents. The Reviewer agrees that all work will be completed in accordance with these and commissioning documents will be attended in accordance with the dates set by JRTC. The Reviewer acknowledges the importance of completing their tasks to agreed deadlines and quality standards.

2.5. The Reviewer confirms their contract to being involved in on-line/on-screen developments and to work in electronic formats in providing exam services. The Reviewer will ensure that they have the IT skills and equipment necessary to support on-line/on-screen processes for the duration of their engagement. As a minimum such equipment must include a private PC or laptop with a primary current Microsoft supported Windows operating system, a broadband internet connection and a printer. The possession of IT hardware and software to the necessary standard is a pre-condition of appointment. The reviewer warrants that work undertaken in an electronic format will not be performed in a public place and/or connected to a public network. The reviewer is required to ensure that the use of any network does not contravene any local educational establishment policies.

2.7 The Reviewer agrees that JRTC may contact their employer or other third parties to assist in contacting the Reviewer regarding the return of overdue documentation including but not limited to scripts and may also respond to any request for references from other awarding organizations.

2.8. The Reviewer agrees to take all reasonable and possible steps to ensure that they alert JRTC immediately to any event which has occurred or is likely to occur which could have an adverse effect on JRTC. In such circumstance, the Reviewer must comply with the reasonable instructions of JRTC to prohibit or mitigate any adverse effect that could bring JRTC or its examinations and services into disrepute.

2.9. The Reviewer agrees to adhere to policy for Suspected Malpractice in Examinations and Assessments. JRTC will notify the Reviewer of what must be done in relation to the policy should the need arise.

2.10. The Reviewer must provide any information and assistance to JRTC that it seeks for the purpose of performing its functions. For the avoidance of doubt, this includes information and assistance requested by JRTC.

2.11. As a regulated Awarding Organization, JRTC must comply with all regulations in force, including the General Conditions of Recognition and the relevant Codes of Practice governing the delivery of specific qualifications. If any changes arise to these Conditions and/or to any regulatory documents which impact upon this Contract, then JRTC reserves the right to alter these terms to ensure its continued compliance.

2.12. The Reviewer agrees to provide JRTC personal details, including an individual personal email address, deemed relevant by JRTC and to inform the organization of any changes immediately in the format defined by JRTC.

3. Confidentiality

3.1 The Reviewer shall at any time while this contract remains in force and after it has terminated or expired:

3.1.1 not disclose confidential information to any third party;

3.1.2 keep confidential all information;

3.1.3 only use any information for the proper exercise of their rights and the performance of their obligations under this Contract.

3.2 This clause shall not apply to information which:

3.2.1 was already lawfully known, or became lawfully known to either of the parties by means other than in relation to this Contract;

3.2.2 becomes or which became generally known to the public by publication or other lawful means otherwise than due to a breach of this Contract;

3.2.3 is required to be disclosed by law, order or by the lawful intervention of a regulatory body.

3.3 The Reviewer shall use the same standard of care in storing and handling confidential JRTC information as they would their own private personal information.

3.4 The Reviewer or their nominees shall neither publicize nor make any public announcement, press release or other statement in respect of this Contract or JRTC business without the prior written consent of JRTC.

3.5 Proceedings at all meetings attended by the Reviewer, or participated in online, in connection with the Exam services must be regarded as strictly confidential. The Reviewer is required to maintain the confidentiality of the question papers and mark schemes at all stages before the examination and must respect and maintain confidentiality of the examinations, both prior to their taking place, and in respect of the work and performance of candidates. Pre-publication versions of question papers and mark schemes remain confidential to JRTC after the examination has taken place and must not be published or disseminated outside of JRTC without the prior written consent of JRTC.

3.6 The Reviewer must maintain any documents, including question papers and mark schemes, records, computer files and other means of recording information, which contain confidential material, in a secure place at all times. The Reviewer must not undertake any part of the Exam services or display or discuss material in a public place, such as on any form of public transport.

3.7 The Reviewer must immediately return to JRTC or destroy any documents electronic files or other material containing confidential information when requested to do so by JRTC. On termination of this contract for whatever reason, the Reviewer must inform JRTC in writing that any such materials have been returned, destroyed or deleted in line with the instructions received.

3.8 The Reviewer must not communicate directly with candidates except as instructed, in writing, by JRTC. Any communication received from a centre or candidate which is not part of the examination must be forwarded to JRTC. Such communications must not be allowed to influence assessment of work.

4. Intellectual Property Rights

4.1. All intellectual property rights in all material (including but not limited to reports, data, question papers, mark schemes, written advice whether or not electronically stored) produced by the Reviewer in relation to the performance of the Exam services ("the Material") shall be the property of JRTC. The Reviewer hereby consents to the assignment (where appropriate by way of assignment of future rights) of all intellectual property rights including (without limitation) copyright in any question papers, mark schemes, reports, written advice or any other material produced by the Reviewer for the purposes of this contract.

5. Anti-Bribery and Corruption

5.1. The Reviewer confirms that they have not given, offered or agreed to give or accepted any gift of any kind as an inducement or reward for doing or refraining from doing or for having done or having refrained from doing any act in relation to the completion of this contract.

6. Conflict of Interest

6.1. The Reviewer shall not engage, during the term of this contract, in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract.

6.2. The Reviewer shall notify JRTC immediately in writing of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

6.3. The Reviewer shall immediately notify JRTC in writing if they have a personal interest in a candidate and/or a professional interest in a centre for an examination at least one year before the relevant examination, or as soon as it is known if this is less than one year before the examination.

6.4. In signing this contract, the Reviewer confirms that they have informed JRTC of any other current commitments the Reviewer has to other awarding organizations and that they will not, during the period of this contract, take up additional work with another awarding organization without prior written permission from JRTC.

6.5. The Reviewer must not:

6.5.1. make public statements which could have a negative impact on the reputation of JRTC or its Exam services;

6.5.2. appear to represent JRTC in public contexts, except where expressly directed to do so by JRTC;

6.5.3. allude to the Exam services provided by the Reviewer to JRTC in any interview with or comment made to the press or other media;

6.5.4. discuss the Exam services on online social media and networking sites;

6.5.5. Compromise the integrity or security in part or in full of any of the work undertaken for JRTC including (without limitation) in any text books, learning materials or conferences to which the Reviewer contributes or in which they participate.

7. Fees

7.1. JRTC shall be entitled to deduct from the fees (and any other sums) due to the Reviewer any sums including overpayments of fees or expenses which the Reviewer may owe to JRTC at any time. No fees will be payable to the Reviewer during any period when the exam services are not provided.

7.2. In the event of duplicate claims being submitted by the Reviewer resulting in an overpayment the Reviewer agrees to repay the sum within 30 days of receiving a request for repayment from JRTC.

7.3. JRTC shall be entitled to withhold payment of fees in the event that the Reviewer fails to comply with their requirements as set out within this Agreement and associated documents.

7.4. Reimbursement of travel and subsistence expenses where authorized by JRTC will be made at current JRTC rates and in accordance with current JRTC practice.

7.5. Meeting attendance fees and contracted expenses will only be payable for attendance at meetings where such attendance has been specifically required by JRTC and no notice that attendance is no longer required has been given by JRTC.

7.6. JRTC reserves the right to make adjustments to the level of fees payable, during the period of the contract without the express agreement of the Reviewer.

8. Payment

8.1. Subject to compliance with this clause, the Reviewer shall be paid in return for the provision of the Exam services.

8.2. Script and meeting fees are usually paid automatically and do not need to be claimed. Any claim forms for other Exam services must be sent to Examiner Payments, JRTC Consultancy Pvt. Ltd., Gharaunda, Karnal, Haryana- 132114 or e-mailed to

info@jrtnern.com, quoting the component code for the work claimed. All payments are made by bank transfer. Bank details for Indian bank account and personal information details must be provided for payment to be made. All valid claim forms shall be paid within 30 days of their receipt, subject to the provision of the necessary personal information and JRTC approval.

8.3. Any claim not presented, in accordance with this clause, may be rejected and in any event shall be liable to query and delay in payment. JRTC reserves the right not to pay any amount due in respect of a claim received by JRTC more than 90 days after the day of the Reviewer becoming entitled to claim for the payment to which it relates.

9. Force Majeure

Where the performance by the Reviewer of their obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Reviewer (including, without limitation, accident or illness) and against which an experienced Reviewer could not reasonably have been expected to take precautions, the Reviewer shall promptly notify JRTC, in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract. JRTC reserves the right to terminate this contract under these circumstances.

10. Termination

10.1. Either party may immediately end this Contract if the other party commits any material breach of any term of this Contract, and which, in the case of a breach capable of remedy, has not been remedied within 30 days of receipt of a written request to do so.

10.2. JRTC reserves the right to terminate this Contract with immediate effect and without any liability to the Reviewer if:

10.2.1. the Reviewer has breached confidentiality;

10.2.2 the Reviewer's performance of duty, of which JRTC will be the sole arbiter, is considered unsatisfactory;

10.2.3. the Reviewer has acted in any way which has brought or could bring JRTC into disrepute;

10.2.4. the Reviewer is in breach of any of their obligations;

10.2.5. the Reviewer is convicted of a criminal offence or is the subject of any investigation which may affect their position as a Reviewer.

10.3. The expiration or termination of this contract, howsoever arising, shall:

10.3.1. Be without prejudice to any claims that either party may have for damages arising from any antecedent breach by the other party; and

10.3.2. Not operate to affect such provisions of this contract which are expressed to operate or have effect thereafter.

10.4 This Agreement shall automatically terminate at the end of the Term of Agreement.

11. Termination without Default

11.1. The Reviewer may terminate this Contract at any time by giving a minimum of 30 working days' notice to JRTC and giving the reason(s) for such termination.

11.2. JRTC may terminate this Contract on reasonable written notice (including, but not limited to if a legal or regulatory authority directs, instructs or gives guidance that JRTC should terminate all or part of this Contract and/or continuation of this Contract would cause JRTC to be in breach of any laws or regulatory requirements or guidance to which it is subject).

12. Actions on Termination

12.1 Whether termination has occurred upon request by JRTC, the Reviewer shall:

12.1.1 fully co-operate with and assist JRTC in order to ensure that such termination and its consequences cause the minimum disruption to JRTC business and affairs and the performance of its responsibilities. The Reviewer shall take all reasonable steps to mitigate any costs which JRTC may incur as a result of termination of this Contract;

12.1.2 return all JRTC property in their possession;

12.1.3 return all JRTC information in their possession together with all copies. The Reviewer acknowledges that JRTC may take whatever steps it deems necessary to recover the scripts and/or drafts of question papers to enable them to be processed by the appropriate deadlines;

12.1.4 destroy all Information in their possession, custody or control, not required to be returned to JRTC, by shredding or incinerating the same and/or irretrievably deleting the same if stored on electronic or magnetic media, and confirm that this has been done.

12.2 Where this Contract has been terminated, the Reviewer shall:

12.2.1 take the necessary steps to ensure the conclusion of this Contract proceeds in a cost-effective, timely and orderly manner;

12.2.2 if necessary, provide to JRTC, not more than 60 days after JRTC notifies the Reviewer of the termination of this Contract a statement in writing, requesting :

12.2.3 any fees or expenses, if any, due before the date of termination;

12.2.4 any expenses incurred after the date of termination which in the proper performance of this Contract the Reviewer cannot reasonably be expected to avoid or recover.

12.2.5 Subject to JRTC approval, JRTC shall pay such fees and expenses to the Reviewer within 30 days of receipt of the appropriate claim form from the Reviewer of the amount due.

13. Variations

This Contract may not be altered or modified, except by written contract of both parties. No addition to or modification of any provision of this Contract shall be binding upon the parties unless made in writing and signed by the Duly Authorized Representative of each of the parties.

14. Retention of Rights

Clauses **Confidentiality, Conflict of Interest, Indemnity** shall continue in force following the termination of this Contract.

15. Waiver

The failure of either party to exercise or enforce any right or remedy available to that party shall not be construed as a waiver of that party's right or remedy under this Contract.

16. Notices

All notices which are required to be given under this Contract shall be in writing and shall be delivered personally, or sent by first class post or facsimile transmission or by e-mail to the party concerned at its last known address, marked for the attention of the Duly Authorised Representative of each of the parties. Notices delivered personally shall be deemed to have been served when delivered, and notice sent by first class post, facsimile or e-mail, shall be deemed to have been served on the business day following the date of dispatch.

17. Governing law

This Contract shall be governed by and construed in accordance with Indian law and the parties submit to the exclusive jurisdiction of the Indian courts.

18. Legal status

Nothing in this Contract shall be deemed to constitute a partnership or any employment relationship between the parties nor shall anything in this Contract be deemed to constitute one party the agent of the other for any purpose.

19. Severability

If any provision of this Contract may prove to be invalid or unenforceable in any way, the other provisions of this Contract and the remainder of the provision in question shall remain in full force and effect.

20. Data Protection

The parties confirm that they will only use any information provided in accordance with JRTC's privacy statement and they will only keep the information as long as is necessary. If the Reviewer wishes to gain access to this data they should contact the Department within JRTC with whom they have dealings. However, if the Reviewer is uncertain about the identify of their contact or the relevant Department, they should address their enquiry to Mr. Mayank, Chief Executive Officer, JRTC Consultancy Pvt. Ltd. JRTC is required to provide the Reviewer with this information within 40 days of the receipt of their enquiry.

Schedule B

Service Covenants

Confidentiality and Proprietary Information Agreement

In consideration of service as a reviewer or engagement as an independent reviewer with **JRTC Consultancy Pvt. Ltd.**, the undersigned agrees and covenants as follows:

1. Service to the Company as a reviewer or engagement with the Company as an independent reviewer, as the case may be (the “**Engagement**”), will give the Reviewer access to proprietary and confidential information belonging to the Company; (the proprietary and confidential information is collectively referred to in this Agreement as “**Confidential Information**”). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
2. As referred to herein, the “**Business of the Company**” shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from time to time.
3. The Reviewer may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as “**Proprietary Property**”). The Company shall exclusively own all Proprietary Property which the Reviewer conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Reviewer hereby assigns to the Company any and all rights that the Reviewer may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Reviewer outside work hours

on the Company's premises or through the use of the Company's property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Reviewer shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.

4. The Reviewer shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Reviewer may, however, use or disclose Confidential Information which:

- (i) is or becomes public other than through a breach of this Agreement;
- (ii) is known to the Reviewer prior to the date of this Agreement and with respect to which the Reviewer does not have any obligation of confidentiality; or
- (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Reviewer informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Reviewer.

The Reviewer shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Reviewer shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

5. The Reviewer covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Reviewer agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Reviewer is currently a party or which currently applies to the Reviewer.
6. At the reasonable request and at the sole expense of the Company, the Reviewer shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and

industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.

7. The Reviewer hereby irrevocably and unconditionally waives all moral rights the Reviewer may now or in the future have in any Proprietary Property.
8. The Reviewer agrees that the Reviewer will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.
9. Regardless of any changes in position, compensation or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Reviewer will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
10. The Reviewer agrees that the Reviewer's sole and exclusive remedy for any breach of this Agreement or any other agreement by the Company will be limited to monetary damages and that the Reviewer will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
11. The Reviewer acknowledges that the services provided by the Reviewer to the Company are unique. The Reviewer further agrees that irreparable harm will be suffered by the Company in the event of the Reviewer's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Reviewer from engaging in or continuing any such breach hereof. Any claims asserted by the Reviewer against the Company shall not constitute a defence in any injunction action, application or motion brought against the Reviewer by the Company.
12. This Agreement is governed by the Indian laws and the Reviewer agrees to the non-exclusive jurisdiction of the Indian courts in relation to this Agreement.

13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.