

AGREEMENT

THIS AGREEMENT is made on the **3rd day of November 2016, (two thousand Sixteen)** at New Delhi between the **“Globalised Campaign Welfare Society”** who is a nationalized NGO(a society or **Public Trust** registered under the Societies Registration Act, 1860/ the **Public Trusts Act**, vide Registration no. 68190 at Delhi Patpargang Registrar office on 21/January/2010 through its authorized representative Mrs.Rafat Parveen (Women welfare & development department) having registered office at **9/4, Gali No.1, West Laxmi Market, East Delhi-110031** and working specially in the field / topic of sexual harassment & its prevention at workplace, (hereafter referred to as **“Independent body” for support, training, monitoring, supervising and investigating Organization in the field of women safety / welfare and sexual harassment at work place”**) which expression shall unless excluded by or repugnant to the context, be deemed to include his successors in office, assigns) of the one part

AND the **Arnit Creations Pvt.Ltd., C-117 & C -118,Hosiery Complex,Noida 201305, Dist Gautambudh Nagar(U.P.)** which comes under factory Act 1948 who is manufacturing and exporting of Combs, Cosmetic , Electronics Item etc (hereafter referred to as the **“Arnit Creations Pvt.Ltd.”**, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, executors, legal heirs, **Mrs. Suman Sharma/Chairperson** or representatives and assigns of the other part.

WHEREAS the **Arnit Creations Pvt.Ltd.** send a request letter to seek an opportunity to present our women representative & legal background representative under Sexual harassment of women at workplace (Prevention, prohibition and redressal) Act 2013 under section 14 of 2013 of Chapter-II section 4(I) and sub section “c” stated that one member from amongst non-government organization or associations committed to the cause of women or person familiar with the issue related to sexual harassment for the **ICC(Internal complaint Committee representative)**.

The **Independent body** shall ensure that the activities are carried out as per the set process under the Sexual harassment of women at workplace (Prevention, prohibition and redressal) Act 2013 and will be responsible for taking corrective measures for deviations there from, if any. The **Arnit Creations Pvt.Ltd.** will have overall responsibility for implementation of the projects with the help of our NGO at all level. The responsibilities of **Arnit Creations Pvt.Ltd.** would include: processing of applications for new recruitment of female worker, distribution of anti sexual harassment committee related orders / judgment, monitoring of the cases which is under hearing (if any), assessing organizational performance of implementing of historical background of **“Vishakha Guideline”** and the Sexual harassment of women at workplace (Prevention, prohibition and redressal) Act 2003 and other guidance provided by **Independent body** (NGOs)and enforcement of performance as per Agreement. **The Internal-Complaint Committee (ICC)** will be setting out the policy and roadmap for implementation of the sexual harassment at work place and monitoring the set targets of outcomes to be achieved by each of the individual/department heads / stakeholders. Department of admin and HR at factory to ensure that overall objectives of the Acts / Rules /

Agreement / scheme are achieved. The Admin / HR will redesign the scheme document, as and when necessary, based on feedback obtained from the meetings.

AND WHEREAS THE **Independent body** and the **Arnit Creations Pvt.Ltd.** have agreed to participate in the implementation of the above said scheme on the term and conditions hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. SCOPE :

- 1.1 The **Independent body**(NGO) shall provide awareness / training to the workers and training areas identified in consultation with management of **Arnit Creations Pvt.Ltd.** as per the provision of the Scheme.
- 1.2 The **Independent body** (NGO) shall get the details of number of women employees appointed by factory and their details of transportation, accommodation if provided by factory, details of timing of women workers, details of shift working, details of women working late night, details of total manpower hired at the factory and all branches or offices where movement of the women workers / lady staff and team of designated staff containing names of the staff assigned to the works and any change in the team will also be informed to the us. The qualifications and capabilities of the team members / staffs would be as per requirement of the committee and as per satisfaction of the **Arnit Creations Pvt.Ltd.** The **Independent body** (NGO) agrees to change the designated staff as per the requirements of **Arnit Creations Pvt.Ltd.**, in cases when the designated staff is found to be deficient in skill or capabilities.
- 1.3 All the staff engaged by the **Independent body** (NGO) shall be the responsibility of the implementing all committee norms, which will have administrative control and supervision over its staff during the committee held. **Arnit Creations Pvt.Ltd.** shall not be involved or be a party to any dispute arising out of the engagement of personnel by the **Independent body** (NGO).
- 1.4 Set up of Internal complaint committee(ICC).The **Arnit Creations Pvt.Ltd.** agreed to set up a internal complaint committee as per defined in the Act.The Chairperson of this committee is the women representative who is qualified and have knowledge about this act, The Joint secretary also a women representative who have background from the social or experience in the filed this field, the other women members selection is preference from the scheduled cast(SC) or scheduled Tribe (ST) and minority. Two members from the NGO specially background from the social services in this field and have knowledge about this Act and women safety at workplace and legal background.
- 1.5 Roles and Responsibilities of the **Independent body** (NGO) would be as defined in the scheme. The roles and responsibilities may be expanded based on the monitoring reports of the **Arnit Creations Pvt.Ltd.** or based on policy changes brought about by the Admin/HR department. The **Independent body** (NGO) agrees to be bound by the roles and responsibilities as defined in the scheme and to such expansion of the roles and responsibilities as aforementioned.

2. COMMENCEMENTS AND DURATION

2.1 This agreement shall come into force on the 03/11/2016 and shall terminate without notice on 02/11/2021, The duration of the Agreement shall be five years (5 years) from the date of commencement of training by the **Independent body (NGO)** and further continuation will be subject to the findings of an internal performance review or external evaluation by an organization that may be appointed by the Admin/HR department and in accordance with the details of the committee meetings requirements. Extension or continuation will be at the sole discretion of the Admin/HR department. The maximum period of validity of this agreement would be 5 years and further extension would be in written form of a new agreement as per invoice value.

3. MANAGEMENT OF SERVICES

3.1 **Independent body(NGO)** will held one awareness/meeting in a year and there may be further training/awareness/meeting session organized upon written request made by the **Arnit Creations Pvt.Ltd.**

3.2 The space for the training center of implementing committee requirements and items like equipments, furniture, computer, telephone, T.V., V.C.R., curtains etc to be provided by the **Arnit Creations Pvt.Ltd.**

3.3.If any further training session or visit required ,then there will be Rs. 1000+ conveyance will be charged from the Star Products Pvt. Ltd. (Vega).

3.4.One member of any two of members(Mrs. Rafat Parveen and Miss. Sapna Verma from **Independent body (NGO)** will be attend for this services.

4. Payment details

4.1 **Total charges for this service is Rs. 5000(rupees five thousands only) and to be made in advance by the Arnit Creations Pvt.Ltd. and Rs. 1000 (rupees one thousands only) to be made against the local conveyance charges.**

4.2 Payment to be made by cheque or electronic transfer before commencement of work.

4.3 For out of station travelling,the **Arnit Creations Pvt.Ltd.** to be arranged as per actual with all the necessary arrangement including safety of representative's of Independent body(NGO).

5. OWNERSHIP AND COPYRIGHT:

Materials/documents prepared by the **Independent body(NGO)** as part of the services provided under this agreement may be provided to your HR Department and these shall not be shared / distributed to any other person/organization without the prior permission of the **Independent body(NGO)**.

6. TERMINATION OF THE AGREEMENT

6.1 The **Independent body (NGO)** & **Arnit Creations Pvt.Ltd.** may terminate this contact by a **notice of sixty days** to either parties. In the event of premature termination, no payment will be made or return to either party's. The reason of the termination will be given by the terminator of this contract.

6.2 The **Arnit Creations Pvt.Ltd.** will have the power and authority to cancel and even terminate this agreement prior at any time by giving a **thirty days notice** to the **implementing NGO** and by settling the accounts for the services provided by the **Independent body (NGO)** upto that date.

6.3 Any financial irregularities identified in an audit check may result in the immediate termination of this agreement by the any one of them.

7. LOCATION OF SERVICES

Noida, District Gautambudh Nagar(Uttar Pradesh).

8. CONFIDENTIALITY

Both parties shall be bound by obligations of confidentiality and will not at any time, without the consent of the any one of them or make public any information regarding the affairs of the Programme or administration.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on **03/November/2016** the day and year herein above written.

