

This AGREEMENT made on \_\_\_\_\_ BETWEEN DARWIN SOCIETY, having its Corporate office at 40 Chinakipath, Mother Teresa Road, Guwahati 781024 hereinafter referred to as VENDOR which term shall wherever the context so requires include its successors and assigns

**AND**

Mr./Ms. \_\_\_\_\_, s/d of \_\_\_\_\_ resident of \_\_\_\_\_ bearing aadhaar number \_\_\_\_\_ hereinafter referred to as OPERATOR which term shall wherever the context so requires include its successors and assigns Witnesseth:

- Operator's engagement/association is for doing aadhaar enrolment/updation/printouts of citizens visiting the center to which he/she is assigned.
- The center/venue allotted to Operator may change from time to time based on requirement as felt by district administration and/or vendor. Aadhaar Center Banner should be prominently displayed outside the center.
- Operator's allocation should not be construed as a permanent job or contractual obligation on the vendor or administration for job/employment or continuous service.
- Operator shall be paid @ Rs.10/- per enrolment/update and Rs.20 per printout. Enrolment shall be FREE for citizens. Update amount (@Rs.50 for demographic update; @Rs.100 for biometric update) and printout amount (if any) of Rs.30/- shall be charged from citizens and deposited in the Indian Bank account of Darwin Society (SB a/c: 50414231629; IFSC: IDIB000G502). Payout shall be made only after receipt of payment from administration after necessary adjustments of deposits as stated herein
- Submission of daily report to DARWIN admin office is MANDATORY along with screenshot of EOD report. Failure to do so shall attract/draw punitive action along with financial disincentive.
- Operator service can be terminated with or without prior notice and/or as per service deployment or withdrawal from district administration / state government
- Operator shall be working only as per rules/sops as laid down by the vendor and shall at times adhere to UIDAI rules/regulations. Aadhaar center charges notice should be prominently displayed in the center.

- Operator shall not indulge in any form of illegal/corruption activities. There shall be ZERO TOLERANCE for such acts.
- Operator would keep upgrading his/her skills and regularly follow instructions posted by technical team in the common whatsapp group
- Operator shall be liable for penalties/fines accrued against his/her errors/mistakes or work deviations. Apart from the routine checks from DC Office and UIDAI, Operator shall be subject to surprise inspection/verification from DARWIN and financial disincentive may be imposed along with punitive action against any form of illegal activity
- Operator agrees, accepts, acknowledges and undertakes that at no point of time, either the Operator or any of his/her associate shall make any representation or statement that may lead to any presumptions that the Operator or any of his/her associate are the employees of the Vendor or DC Office. The relationship between the Parties is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Parties hereto or any affiliates or subsidiaries or its employees and the employees of one shall not be deemed to be the employees of the other
- Without prejudice to whatsoever has been agreed to hereinabove, the Operator shall at its own cost, obtain for itself, and renew in accordance with applicable laws, requisite licenses, registrations, permissions, etc. including those under the Contract Labour (Abolition and Regulation) Act, 1970, and submit such returns, papers or documents to any government or local authority as may be required by Law to be obtained or submitted. All taxes, fees, charges and other outgoings incurred or to be incurred under any Laws shall be at the complete cost and responsibility of the Operator including Goods and Service Tax or any other similar tax or levy imposed by State or Central Govt on the type of services rendered by the Operator to the Vendor, present or future
- The Operator is responsible and liable for any damages caused to the Vendor or its client for his/her actions or inaction. The Operator hereby agrees and undertakes to indemnify and keep indemnified the Vendor and its employees against all claims, demands, damages, penalties, costs and expenses of any kind whatsoever which may in any manner directly arise against or be incurred by the Vendor or its employees as a result of any act, omission or commission, negligence or due to any other reasons whatsoever on the part of the Operator or any of its associates, personnel, agents, officials, representatives and or staff members etc. The Operator agrees that the indemnity mentioned above shall survive expiration of this agreement.
- The Operator shall not take out the aadhaar terminals out of the premises of the allotted center unless otherwise permitted to do so. The operator shall keep the terminals in safe custody and in good condition. In case of termination of the operator for violation of the terms as mentioned herein this document, the operator shall quit the work and hand over the aadhaar terminals (finger scanner, iris scanner, webcam, printer and GPS) to the Vendor. Failing to handover the terminals shall amount to theft and attract necessary penal action.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their hands through their respective duly authorised representatives as of the date first above written. This agreement supersedes any previous understanding/agreement and assumes that there is not dispute or pendency with either parties with each other.

SIGNED, SEALED and DELIVERED  
By the within named Operator,

SIGNED, SEALED and DELIVERED  
By the within named Vendor - DARWIN SOCIETY  
through its authorized representative

\_\_\_\_\_  
with his full knowledge, understanding  
and consent, in the presence of :

\_\_\_\_\_  
in the presence of :

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

NOTE: An amount of Rs.2000/- per month shall be levied on the operators towards technical and admin support which shall be paid by operator online in Darwin's account every month before 7<sup>th</sup> day of the month.