



This Agreement made and entered into at Colombo on this **1st day of MONTH YEAR** between **VERITÉ RESEARCH (PRIVATE) LIMITED** a Company duly incorporated under the Companies laws of Sri Lanka and having its registered office and/or principal place of business at No. 5A, Police Park Place, Colombo 00500 (accounts@veriteresearch.org) (hereinafter referred to as the “**Company**” which term as herein used shall where the context so requires and admits of construction mean and include the said **VERITÉ RESEARCH (PRIVATE) LIMITED** its successors and assigns) of the **ONE PART**

AND

NAME of **ADDRESS (EMAIL)** hereinafter sometimes called and referred to as the “**Contractor**” which term shall where the context so requires and admits of construction mean and include the said **Contractor** of the **OTHER PART**

WHEREAS the Company is desirous of obtaining the services of the **Contractor** as **DESIGNATION** upon the terms and conditions set out hereunder

AND WHEREAS the Contractor is ready and willing to accept this engagement of services with the Company

NOW THIS INDENTURE WITNESSETH and it is hereby mutually agreed by and between the parties as follows:

1. TERMS OF REFERENCE (TOR)

- (a) The Terms of Reference are described in Annex 1 titled “ASSIGNMENT AND EVALUATION” which forms an integral part of the Agreement.
- (b) The Contractor shall conduct the TOR for which he/she shall be responsible in the manner set out in Annex 1 hereto.
- (c) The Terms of Reference may be amended by the Company and informed to the Contractor from time to time based on such factors as the needs of the Company or the Company’s assessment of the performance and the competencies of the Contractor, or any other consideration affecting the functions or wellbeing of the Company.
- (d) The TOR shall not be construed as in any way or to any extent limiting or derogating from the obligations of the Contractor or the rights or reservations of the Company under this Agreement in any manner.

2. DURATION OF THE AGREEMENT

This Agreement shall commence on **xxx day of MONTH YEAR** and shall terminate on **DATE MONTH YEAR** which shall be referred to as the “Contract Period”. Any extension of services beyond the Contract Period shall be at the sole discretion of the Company and shall be affected through a formal extension of this contract in a manner deemed suitable by the Company.



3. LEAVE AND OTHER CONDITIONS

The Company leave policy is in accordance with the Shop and Office Employees Act No. 19 of 1954, its subsequent amendments and in keeping with Company requirements and is detailed in the Office Procedures Manual.

With regard to leave, discipline and other conditions of service the Contractor will be subject to such rules and regulations as are already in force in the Company and are applicable or which may be prescribed from time to time by the Company as being applicable to the Contractor .

4. OBLIGATIONS OF THE CONTRACTOR

- (a) The Contractor shall in accordance with the terms and conditions contained in this contract and with due care and diligence perform the contractor's obligations hereunder. Any loss or damage to the Company due to any wilful or negligent act or omission of the Contractor shall be fully borne by the Contractor.
- (b) The Contractor shall diligently and properly perform any task or function that may be entrusted to the contractor by the management from time to time including any re-assignment of functions or transfer.
- (c) The Contractor shall not seek and/or receive any instructions from any parties or persons other than the Company or any person(s) authorised in writing by the Company in that regard. The Contractor shall perform the contractor's obligations under this contract in a manner that would not result in any discredit or disrepute to the Company.
- (d) The Contractor shall not use or misuse the email address issued by the Company in any manner whatsoever that may be detrimental to or adversely affect or cause loss or damage in respect of the rights, interests and good will of the Company including misrepresentation of any nature.
- (e) The Contractor shall at all times be bound by the rules, regulations and ethics of the Company made known from time to time orally or in writing.

5. CONFLICT OF INTEREST/ NON-COMPETE

- (a) The Contractor shall not directly or indirectly, either in the Contractor's own name or through the agency of another person, organisation or business undertake or engage in any business, profession, occupation or activity (including engaging any political parties or any groups) that undermines and/or conflicts with the interests of the Company and/or the Contractor's obligations under this Agreement.
- (b) The Contractor shall not directly or indirectly, either in the Contractor's own name or through the agency of another person, organisation or business undertake or engage in any business, profession, occupation or activity without strictly following the due approval process in accordance with the policies of the Company at the relevant time. The Company is entitled to treat at its sole discretion any discovery of any engagement not duly disclosed as one which entails conflict of interest or undermines the Company, without any further inquiry or need for explanation.



- (c) The Contractor shall not, either in the Contractor's own name or through the agency of another person, organisation or business raise or bid for funding for work that would be in competition with the Company's current area of work and work that may ensue therefrom, utilising the ideas, knowledge, methodologies, information, insight, etc. that the Contractor has become privy to in the course of employment with the Company.
- (d) The Contractor shall keep information regarding the Company's clients confidential and shall not directly or indirectly offer the provision of the Contractor's services to any such client.
- (e) The Contractor shall not for a period of one (01) year after the cessation of engagement of the services of the Contractor by the Company (howsoever effected), under any circumstances, solicit or accept any employment or engagement by any person, organisation or business (whether directly or indirectly or with or without pay) with whom the Contractor has come into or been in contact pertaining to the work or services of the Company at any time during the period of the provision of the Contractor's services to the Company, without the prior and written permission of the Company, which will not withhold such permission unreasonably.

6. PAYMENTS

- (a) The Company shall pay the Contractor a sum of **Rs. xxxxx/-** per month as a salary for services rendered, subject to such deductions & withholdings, as may be required by law from time to time. The Contractor shall not be entitled to any payments as overtime.
- (b) The payment of the monthly sum set out hereinabove will be made by the last day of each calendar month during the period of this Agreement.
- (c) The monthly payment will be paid to the Contractor's Bank Account, details of which shall be supplied in writing and in a timely manner to the Company.

7. STATUTORY CONTRIBUTIONS

The Contractor will become a member of the Employees' Provident Fund. The Company will contribute 12% of the consolidated salary of the Contractor to the Employees Provident Fund and 3% of the Contractor's consolidated salary to the Employees Trust Fund during every month of engagement under this contract. The Contractor is required to contribute 8% of the Contractor's consolidated salary to the Employees' Provident Fund every month. Any such other or further deductions as may be required by any law shall be made accordingly.

8. TAXATION

The Contractor's salary shall be subject to such deductions on account of taxes as may be required by any law including but not limited to the Inland Revenue Act.



9. CONFIDENTIALITY

- (a) The Contractor shall exercise utmost discretion in all matters relating to this Agreement and shall not disclose any information gathered in the performance of the contractor's obligations hereunder.
- (b) The Contractor shall not either directly or indirectly divulge at any time to any party or person external to the Company any information which is known to the Contractor by reason of this Agreement. The Contractor shall not, at any time, use such information to private advantage.
- (c) The Contractor shall sign the 'Non-Disclosure Agreement' (NDA) of the Company. The NDA shall be deemed and considered an integral part and parcel of this Agreement.

10. CONFIDENTIAL NATURE OF DOCUMENTS

All materials and all other data compiled by or received by the Contractor in the course of engagement by the Company shall be the property of the Company and shall be treated as such and all confidential information shall be treated as such.

11. TITLE RIGHTS

- (a) The Company shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bear a direct relation to or result from services provided by the Contractor hereunder. At the request of the Company the Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Company in accordance with the applicable law.
- (b) Any equipment and supplies which may be furnished by the Company hereunder shall be property of the Company and shall be returned by the Contractor at the termination of this Agreement or when no longer needed in the same condition as when delivered fair wear and tear excepted.

12. FORCE MAJEURE

- (a) The Company shall be entitled to terminate this contract in the event of any Force Majeure such as acts of God, war, civil commotion, strikes, lockouts, epidemics, lightening, flood, thunder, laws and regulations and any other event of any nature or kind whatsoever beyond the reasonable control of the Company that renders it impractical, unfeasible or impossible for the Company to continue to employ the Contractor.
- (b) In any event and without prejudice to clause 12(a), given the context and consequences precipitated generally and particularly by the Covid-19 pandemic, the parties agree that this agreement shall be subject to such alteration and variation at any time as to its terms, including (without limitation) those pertaining to conditions, duration and remuneration at the sole discretion of the management.



13. INDEMNIFICATION

- (a) The Contractor shall indemnify, hold and save harmless and defend at the contractor's own cost and expense the Company, its officers, agents, servants and employees from and against all suits, claims, demands and liabilities of any nature or kind whatsoever, including costs and expenses arising out of acts or omissions of the Contractor in the performance of the contractor's work or duties. This requirement shall extend to claims or liabilities in the nature of workmen's compensation and to those arising from infringement of any patent rights, design, trademark or copyrights in the use of material or devises in the performance of this Agreement.
- (b) The Contractor shall keep the Company indemnified against all claims, losses and damages in respect of injury or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of performance of work hereunder and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

14. TERMINATION

Either party may terminate this agreement with the giving of xxxx (xxx) month's written notice or payment of xxx (xxxx) month's salary in lieu thereof, provided however, that it shall in any event be the duty of the Contractor to take steps and extend full support and cooperation in respect of measures by the Company to secure a smooth and proper handover of the functions and responsibilities of the Contractor in a manner deemed appropriate by the Company.

15. SETTLEMENT OF DISPUTES

The Parties shall first use their best endeavour to resolve, through discussion between themselves without involving any third party or parties, any disputes, differences or questions arising between the parties in connection with or in relation to this Agreement.

16. GOVERNING LAW

This Agreement shall be governed by the laws of Sri Lanka and the parties hereto agree to submit to the jurisdiction of the Courts of Sri Lanka.

17. GENERAL PROVISIONS

- (a) The Contractor shall carryout all services under this Agreement with due diligence and efficiency and shall avail the contractor of the advisory services of and generally act in consultation with the officers of the Company.
- (b) The Contractor shall at all times work for the primary benefit of and towards the advancement of the interests, rights and obligations of the Company.
- (c) The Contractor shall be responsible for work entrusted to the contractor, in timely manner within given deadlines and ensure the accuracy and adequacy of the work done.



- (d) The Company reserves to itself the right to alter or add to any work given to the Contractor under this Agreement.
- (e) The obligations and undertakings of the Contractor under this Agreement shall survive the completion and/or termination and/or suspension of this Agreement.
- (f) This Agreement shall be executed electronically when the Contractor having received this Agreement in PDF from the Company sends the same from the contractor's personal email account as an attachment with the words "I Agree" in the body of the email to the Company's email address <accounts@veriteresearch.org> to ensure that the contents are secured from any unauthorised amendments and shall be stored electronically.

18. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, this will not affect the validity, legality or enforceability of the other provisions.

19. NOTICE

Any notice to be served on either party shall be deemed duly served if sent by registered post to the respective parties at their respective addresses herein set out or to such other addresses as may have been previously notified by the parties in writing.

20. GOVERNING LANGUAGE

The English language version of this contract shall be controlling in all respects, notwithstanding any translation of this contract made for any purpose whatsoever.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the place, day and year first aforewritten.

Nishan de Mel
Executive Director
Verité Research Private Limited

NAME
Designation



ANNEX 1: ASSIGNMENT AND EVALUATION

DESIGNATION	xxx
GRADE	xxx
REPORTS TO	Team Leader – xxxxxxxc Research
DOTTED LINES TO	Directors Verité Research Human Resource Management

Job Description

	Responsibility	Main Tasks Envisaged
1		1.
2		1.
3		1.
4		1.
4		
5	Assignment and General Support	<ol style="list-style-type: none"> 1. Provide research and logistical assistance to ongoing projects as assigned. 2. Carry out any instructions that may be delegated to you by your line management or the Executive Director from time to time. 3. Periodically revisit and agree on your work goals and tasks with the management, and be committed to their fulfilment.

In the fulfilment of your assignments, given the level of coordination and knowledge sharing involved, the expected contribution includes your dedicated presence at Verité Research on weekdays, and whenever else requested for the duration of the contract.

Performance Evaluation:

1. Your performance will be evaluated on the basis of core competencies and behaviour patterns.
2. The progress with regard to agreed work goals and tasks will be an integral part of your evaluation.
3. You will be invited to outline periodically, in addition to the above, personal development goals; the progress with regard which will then form a part of your performance evaluation.



ANNEX 2: PERFORMANCE EVALUATION (Level xxx)