

EMC Associate Programme

Memorandum of Understanding (MoU)

between

Environmental Management Centre (EMC) LLP, referred to as “EMC”

**504/505, 5th Floor, Balarama Building, Near MMRDA, Bandra Kurla
Complex, Bandra East, Mumbai 400 051, India**

and

EMC Associate [Name] referred to as “Associate”

[Insert Address]

Together referred to as “Parties” forming an “Association”

Signed on behalf of EMC LLP

Prasad Modak, Executive President, EMC

Signed as Associate

[Insert Name of the Associate]

[Insert Core Area here]

Executed on [Insert Date]
Valid until [Insert Date]

Memorandum of Understanding (MoU)

1. This **Memorandum of Understanding (MoU)** is made on the [XX] day of [Month in words] in the year [Year in numbers]
2. This MoU is an agreement between the parties, Environmental Management Centre LLP (herein referred to as EMC) and [insert name] (here in referred to as Associate) Associate to EMC. This MoU provides a guiding framework and lists key principles of engagement. Specific side letter contracts will be drawn that will define scope, deliverables, commercial understanding etc. between the two parties for working together on a specific Assignment / Project.
3. The tenure of the MoU is **three years** from the date of execution. At the end of tenure, the MoU will come to cease but only after successful conclusion of any agreed upon Assignment commissioned by EMC or joint Project that may continue beyond the aforementioned tenure.
4. Associate to EMC is not a full time salaried employment with EMC. An Associate will therefore not receive any monthly remuneration from EMC like a salary, retainer fee or commission. The Associate will not receive any other benefits enjoyed by the full time employees of EMC as per EMC's Service Rules.
5. Associate to EMC is not bound to work solely for EMC as well as EMC is not bound to use the Associate in all its assignments.
6. For each work opportunity involving the requirement of an Association, a written consent is to be taken in advance from either of the parties before the submission of a proposal or bid. Once an Associate agrees to work with EMC for the said Project, he/ she shall give his/ her consent to work exclusively with EMC. In such instances, the Associate shall not Associate with the competitors of EMC for the same project. For clarification, written consent includes email communications.
7. Associate will provide EMC his/her signed CV in EMC's format for EMC's use and update the same as required.
8. The Associate will promote EMC's profile, capabilities and services verbally in his / her network and/or through emails and/or such media that will help furthering business interests of both the parties.
9. The Associate will be obligated to sign EMC's standard Confidentially Agreement. (Attached as Annex A)

10. Associate will be able to use EMC's office facilities that include library resources, computers and communication systems when working on a joint Project. For all field work, Associate will have to make his/her arrangements for computer and internet facilities unless these are to be provided by the Client or by EMC and are reflected so in the side letter contract.
11. EMC will provide access to the Associate to its web based networking platform. This platform will help in sharing of resources and in managing joint projects.
12. EMC will not reimburse Associate's internet and communication related expenses or travel costs unless reflected and agreed so in a side letter contract specific to joint Project.
13. EMC will not reimburse any business development/promotion related expenses unless reflected and agreed so in a separate side letter contract.
14. Either Parties shall have the right to terminate the MOU by giving adequate advance notice of not less than 1 month. If any Assignment / Project is under delivery during this period, the Associate shall take immediate steps to bring the Services under the Assignment / Project to an end in an orderly manner but with all reasonable speed and economy before the MOU is considered to be terminated.
15. In the event of such suspension or termination the Associate shall be entitled to be paid for work submitted and approved before the date of termination as the case may be and shall not exceed the portion of such sums attributable to the Assignment / Project.

Commercial Understanding

Commercial activity is defined where either of the party is paid by Client or Beneficiary on a professional basis to deliver a service/product under a specific Project.

Model A: When EMC secures a Project that requires the Associate's professional inputs, EMC will remunerate the Associate on a *consolidated basis (based on mutual agreement prior to the commencement of the assignment)* plus the taxes as applicable.

Model B: When a Project is brought to EMC by the Associate entirely through his/her qualifications, contacts and marketing efforts then EMC will remunerate the Associate with a *Project Finding Fee* that will be paid as a percentage (*decided on a case to case basis but not less than 5%*) of the total professional fees payable to EMC for the Assignment. The Project Finding Fee will be paid on receipt of the first payment from the Client. If the expertise of the Associate is useful and relevant in delivering the scope of such an assignment, EMC will include the Associate as part of the team and remunerate fees on a consolidated basis as per Model A above.

Both Models can be used and will operate concurrently, however, the Associate is encouraged towards following Model B.

Under Model B, each Associate will be provided, **if interested**, an annual target for developing business for EMC. This target will be set on mutual consultation.

Meeting of the target will be encouraged. If the target is met or exceeded, then in addition to above (i.e. remuneration as reflected in Models A and B), EMC will pay the Associate a Performance Related Fee as a percentage (*decided on a case to case basis*) of the business brought at the end of the year. The target and Associated Performance Related Fee will be stated in a separate side letter contract.

Protocols for Associates

The following points outline certain protocols which all our Associates are expected to follow, having signed this MoU:

- In case the Associate takes up 'Model A' as earlier outlined, where EMC approaches a potential Client for a project and on getting the same, engages an Associate. In this case, all communication / correspondence, verbal and written, shall take place only through the single point of contact appointed from among the full time staff member at EMC who may also be the team leader for the said project. The Associate will be marked into copies of the relevant correspondence as the project progresses and as managed by the team leader.
- In case of taking up 'Model B' where the potential Client is approached by the Associate,
 - All communication / correspondence will be initiated and maintained by the

Associate with a copy to the concerned team member/s at EMC. This includes correspondence for business development, proposal submission and project outputs.

- All proposals prepared by the Associate will be finalized in consultation with EMC, before transmitting to the Client.

- If a past or existing EMC Client contacts an Associate, the same protocol is expected to be followed whereby the communication/ correspondence thereof must be shared with a full time staff member of EMC and copies thereafter to be maintained throughout the engagement with said Client.

- EMC reserves the right to include any new and/or existing associate as a team member as it may see fit and suitable to the objectives of the project and to meet the requirements of the Client and the betterment of all concerned including the Associate.

- EMC encourages all Associates to be transparent and open in all dealings with new, existing and past Clients and in the same manner EMC assures to extend the same courtesy to the Associates.

Accepted and Signed

[REDACTED]

[PLEASE PUT YOUR FULL NAME HERE IN BOLD]

PRASAD MODAK

Associate

On behalf of Management of EMC LLP

Place and Date: [REDACTED]

Annex A: Confidentiality Agreement

This agreement is signed between Environmental Management Centre LLP (EMC), having its registered address at 504/505, 5th Floor, Balarama Building, Near MMRDA, Bandra Kurla Complex, Bandra East, Mumbai 400 051, India

Herein referred to as “EMC”

and

[PLEASE PUT YOUR FULL NAME HERE IN CAPS AND IN BOLD]

Herein referred to as an Employee / Associate Consultant / Intern

This agreement is effective for the entire period of the appointment / contract / internship of the Employee / Associate Consultant / Intern with EMC

AND

Will continue to be binding for a period of two years beyond after the resignation / termination / completion of the Employee/Associate Consultant/Intern with EMC.

Under this agreement, the said Employee/Associate Consultant/Intern with EMC agrees that data or information or software or software application, as in the form such as bound or unbound papers, published or unpublished documents, reports or books, databases, maps etc in hard, as well as digital form, or equivalent or in any modified form, belonging to EMC at its various offices and camps, EMC’s Clients, Partners and Stakeholders, will **NOT** be possessed, reproduced in any form, transmitted,, verbally communicated shared with any individual, or organization who are not EMC’s Employees/Associate Consultants/Interns or towards any personal use without prior written consent of the Management of EMC.

In the event such an act is found to be carried out, by the Employee/Associate Consultant/Intern, individually or collectively, intentionally or inadvertently, wholly or partially, EMC will terminate the appointment/contract/internship of the Employee/Associate Consultant/Intern with immediate effect and take appropriate legal action and hold the Employee/Associate Consultant/Intern responsible, individually and/or severally, and recover the costs of such data, information, software or software application in the forms described above as well as recover damages to EMC and/or EMC’s Clients, Partners and Stakeholders, if any.

Accepted and Signed

[REDACTED]

[PLEASE PUT YOUR FULL NAME HERE IN BOLD]

PRASAD MODAK

Associate

On behalf of Management of EMC LLP

Place and Date: **[REDACTED]**