

**Agreement for <Platform + Project> Services
between
<Client>
and
Tata Consultancy Services Ltd.**

Version: < -- >

TCS and <Customer> CONFIDENTIAL

< Month, Year >

Confidentiality Statement

This document contains confidential information of Tata Consultancy Services Limited, which is provided for the sole purpose of permitting the recipient to evaluate the information submitted herewith. In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and to not reproduce or otherwise disclose this information to any person outside the group directly responsible for evaluation of its contents, except that there is no obligation to maintain the confidentiality of any information which was known to the recipient prior to receipt of such information from Tata Consultancy Services Limited, or becomes publicly known through no fault of recipient, or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to Tata Consultancy Services Limited.

Tata Code of Conduct

We, in our dealings, are self-regulated by a code of conduct as enshrined in the "Tata Code of Conduct". We request your support in helping us adhere to the code in letter and spirit. We request that any violation or potential violation of the code by any person be promptly brought to the notice of the Local Ethics Counselor or the Principal Ethics Counselor or the Managing Director of TCS Limited. All communication received in this regard would be treated and kept as confidential.

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Agreement

THIS AGREEMENT made on this...day of.....20xx (Effective Date) by and between Tata Consultancy Services Limited (a company incorporated under the Companies Act, 1956) having its corporate Office is at TCS House, Raveline Street, Fort, Mumbai-400 001, INDIA {hereinafter referred to as “TCS” which expression shall unless repugnant to the context mean and include its successors and permitted assigns} on the one part AND----- (please enter the correct corporate entity name and address) {Hereinafter referred to as “Client” which expression shall unless repugnant to the context mean and include its successors and permitted assigns}

WHEREAS Client is desirous of procuring certain services and has identified TCS as being capable of providing the same to the Client;

AND WHEREAS Client has decided to procure the said services from TCS, and TCS is willing to provide the said services and products to the Client on the terms and conditions hereinafter appearing;

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under:

1. Definitions

1. “Authorized User(s)” means only those employees (including temporary and contract employees) and Suppliers of the Client, who have a bona fide need to have access to TCS DigiGOV Solution in connection with the use of Services under this Agreement and that have been duly designated and authorized to use the TCS DigiGOV Solution.
2. “Supplier(s)” means any third-party vendor appointed by Client and as notified to TCS, supplying services or goods to the Client.
3. “Client Environment” shall mean Client’s computer, hardware, software and operating environment, on which the TCS DigiGOV Solution or component thereof shall be installed for Client’s use in accordance with the Use Terms.
4. “Hosted Environment” means TCS’s servers within the facilities and environment managed and utilized by TCS to provide the Services to Client, including all software,

servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment.

5. "Confidential Information" means, all information (whether in written, oral or electronic format and whether disclosed directly or indirectly) designated as such by Parties together with such other information which relates to its business, affairs, clients and their personal and medical information, products, programs, developments, operations, processes, TCS DigiGOV Solution, data in electronic form or otherwise, trade secrets, design rights, know-how, soft copies, marketing material, product prices, contents of orders, delivery terms and other business terms, contents and source codes and personnel and their personal and medical information (and of any associated company or clients thereof) which might reasonably be regarded as the confidential information.
6. "Intellectual Property Rights" means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.
7. "Service(s)" means the services to be performed by TCS under this Agreement as specified in scope of Services in Annexure A.
8. "Services Commencement Date" means the date identified in Annexure A on which the Services are agreed to be commenced.
9. "Target Environment" shall mean Hosted Environment or Client Environment, with respect to each component of the TCS DigiGOV Solution.
10. "Taxes" means any sales, use, value added tax, service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the service charges payable or Services rendered under this Agreement, other than tax based on TCS's income.
11. "TCS DigiGOV Solution" means the specific software applications/solutions whether owned or licensed by TCS, which TCS will host on its hosted environment and/or install on the Client Environment for the provision of Services under this Agreement. TCS DigiGOV Solution includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within TCS DigiGOV Solution.

12. “TCS Link” means a link either by way of a link located at a URL or a physical port established, provisioned by TCS, as part of the Services, for connecting to TCS DigiGOV Solution.
13. “Use” means using and/or accessing the TCS DigiGOV Solution by the Authorized Users, whether it is installed on Client Environment or on the Hosted Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by TCS under this Agreement, in terms of the Use Terms.
14. “Use Terms” means the terms that govern the use by Client of TCS DigiGOV Solution (more specifically described in clause 9).

2. Scope of Work

Subject to the terms and conditions of this Agreement and the Client performing all its obligations to be performed hereunder, TCS shall provide the Client the services described in Annexure A (hereinafter referred to as “Services”). TCS will host on TCS’s Hosted Environment at TCS designated location(s) the TCS DigiGOV Solution, for provision of such Services.

The scope of Services and the list of deliverables (‘Deliverables’) to be provided are further elaborated in Annexure A, which provides for the entire scope of work and TCS shall not be required to perform anything more than what is agreed upon in Annexure A, as scope of work under the terms of this agreement. TCS reserves the right to modify the TCS DigiGOV Solution and the Hosted Environment without impacting the Services. The Services may commence on the Service Commencement Date identified in Annexure A, unless the Parties otherwise agree.

TCS will perform the Services under this Agreement in accordance with the Service Levels specified in Annexure B.

3. Governance

Project Coordination: The Client shall allocate a Project Manager who will interact with TCS during the implementation and steady state of the project respectively. The Client Project

Managers shall be available to TCS at all reasonable times in matters connected to the assignment. The Client Project Managers shall be the single point contact in the matters related to the assignment. Client may with prior written consent of TCS change their Manager.

TCS shall allocate a Project Manager who will interact with the client during the project engagement and all other related matters. The TCS Project Manager shall be available to the client at all times in matters connected to the assignment. The TCS Project Manager shall be the single point contact in the matters related to the assignment. In the event of Project Manager leaving TCS, TCS shall inform to the client about this and TCS shall ensure that there is no disruption to the project timelines and services.

Steering Committee: The Parties shall establish a Steering Committee, which will be comprised of at least one senior executive from each Party who shall be the Executive Sponsor of such Party. The Steering Committee shall periodically meet and to address any problems, perform periodic management reviews of activities and achievements.

4. Processing Norms

Client and TCS acknowledge and agree that the provision of Services under this Agreement may require TCS to interact with the customers and suppliers of Client relating to the Services as special agent for and on behalf of the Client and/or to process transactions, in accordance with the general or special guidelines, norms and instructions (“Processing Norms”) provided by Client and agreed by the Parties. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, loss or damages arising as a result of TCS’s compliance with the Processing Norms. Client agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney’s fees and expenses, arising out of or resulting from TCS’ compliance with Processing Norms. Further, Client shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

5. Acceptance

Upon delivery of a completed deliverable by TCS, Client shall review and, if appropriate, test the deliverable to determine whether it conforms to its corresponding specifications under this Agreement and to otherwise determine whether the deliverable meets the mutually agreed acceptance criteria ("Acceptance Criteria"). If the deliverable fails to meet the Acceptance Criteria, Client shall within a period of five days, notify TCS of such failure with reasonable details of the defects and non-conformities ("Non-Conformities"). TCS shall promptly correct and remedy any Non-Conformities reported by Client during the aforesaid period of five days. With respect to each deliverable, the process described aforesaid shall be repeated until TCS remedies all Non-Conformities reported during the aforesaid five days or Client reports no Non-Conformities during the aforesaid five days, at which time the deliverable shall be treated as accepted. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by Client if the Client (a) fails to provide the list of Non Conformities within aforesaid five days, (b) fails to notify the acceptance of the deliverables in terms of this clause within the aforesaid five days, or (c) starts using the deliverable in a live production environment.

Parties agree that the correction or reworking of the deliverables and all related activities shall be at the cost of TCS, if the delay in completing Acceptance Tests or failure of the Acceptance Tests is determined to be due to reasons solely attributable to TCS. In all the other cases, any additional costs, charges or expenses incurred by TCS in correcting or reworking the relevant deliverables shall be to the account of the Client and the Client will reimburse to TCS such costs charges or expenses.

6. Change Management Procedure

A change identified at any stage of the assignment, which requires the Deliverables under development and/or Services under scope to deviate from the then current baseline, shall be conveyed by the Client to TCS in writing using Change Request Form in Annexure F.

The request for change will then be assessed by TCS to evaluate its impact including on technical feasibility, technical requirements in consequence of the proposed change, impact on ongoing service delivery, time schedule and cost.

TCS will present this assessment with any review and re-estimation thereof to the Client for its approval. The Client shall signify either its approval or disapproval to TCS within seven days of receipt of such re-estimation from TCS.

If Client rejects the re-estimation, then the change request shall be deemed to be cancelled. If the Client does not signify either its approval or disapproval to TCS within seven days of

receipt of such re-estimation from TCS, then, it shall be deemed to be cancelled. In the case of delay of approval by the Client, the baseline itself may undergo a change and this can result in further reassessment of the charges, and the Client shall pay for these reassessed charges whenever invoices are raised for the same.

TCS shall not be liable to provide any new services to the Client, other than what is agreed in Annexure A Scope of Services, unless Parties have agreed and executed a Change Request or entered into a new Service Agreement and parties have agreed on the TCS's charges for new service.

TCS rates for any Change Requests, over and above the ongoing Service Delivery Charges, are covered as part of Annexure C Service Charges.

7. Payment of Invoice

In consideration of the Services hereunder, the Customer shall pay TCS the fees and expenses ("Service Charges") as specified in Annexure C. TCS shall submit electronic invoices to Client as mentioned in Annexure- C. All invoices shall become due for payment within thirty (30) days from date of invoice.

Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as debt owed by Client to TCS and TCS shall be entitled to recover it as a debt as aforesaid, with an interest of 2% per month for every month of default, from Client calculated from the date the payment became due until it is realized in full with interest.

Without prejudice to the other rights available, TCS also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by the Client and any such withholding by TCS shall not be treated as breach by it of the provisions of this Agreement.

The rates payable by Client to TCS under this agreement is exclusive of any and all tax, cess, duty or any other levy (excluding any income tax) by whatsoever name called. If any and all such sales tax, service tax or any other tax, levy or duty, by whatever name called without any limitation, is attracted to this transaction, then, TCS shall be reimbursed of the payment so made, if required to be made so by TCS. Such reimbursement shall be inclusive of any interest or any other sum, or both, paid by TCS as part and incidence thereof. The liability of Client under this clause shall not be coterminous with this agreement and shall continue at all times the payment is so required to be made by Client at any time.

8. Confidentiality

Both parties and their respective employees (including temporary and contract employees) and suppliers may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients.

Both parties undertake to hold all information that has been identified or marked as 'Confidential' in strictest confidence ("Confidential Information") and further undertakes not to (i) disclose such information either in whole or in part to any person other than those of its officers, employees and agents who need to know the confidential information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the confidential information in accordance with the terms hereof or (ii) use such information for any purpose whatsoever save as may be strictly necessary for the performance of the obligations of that party under this Agreement.

The receiving party shall indemnify and hold harmless the other party and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), [however incurred], arising out of a breach of this provision by either party or their employees (including temporary and contract employees) and their supplier.

The parties agree that money damages would not be a sufficient remedy for any breach of this provision by the receiving party, and that in addition to the remedies provided in this Agreement and any other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

The confidentiality obligation under these provisions shall not apply to the extent that such Confidential Information

1. is in the possession of, or was known to receiving party prior to its receipt, without an obligation to maintain its confidentiality;
2. or subsequently becomes generally known to the public without violation of this provision by the receiving party;
3. obtained by receiving party from a third party (i) who the receiving party does not know to have violated, or to have obtained such information in violation of any obligation to the disclosing party with respect to such information, (ii) who does not require the receiving party to refrain from disclosing such information and (iii) who has the right to disclose it, without the obligation to keep such information confidential;

4. independently developed by receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;
5. required to be disclosed by the receiving party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving party is subject; provided that, in any such event, the receiving party shall give the disclosing party notice in writing as soon as practicable (which shall, subject to the applicable law, be prior written notice where possible and not later than 30 days after the disclosure) of any disclosure, and the receiving party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment.

Recipient's obligations under this Agreement with respect to Confidential Information shall continue for a period of ten (10) years from date of disclosure. Provided however, Client's obligations under this Agreement with respect to Confidential Information relating to TCS proprietary products including TCS DigiGOV Solution shall continue in perpetuity.

Notwithstanding anything contained in Clause 8 above, TCS is entitled to disclose the name and other details of the Client to the third party software vendor of TCS to comply with the licence terms and conditions of the third party software. Residuary Rights: Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement For the purposes of clarity the TCS shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the Deliverables being provided hereunder for the Client, for any other client or Client of TCS (including without limitation any affiliate, competitor or potential competitor of Client). Nothing contained in this Section shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.

9. Intellectual Property Rights

1. Client acknowledges and agrees that TCS does and will continue to own all Intellectual Property Rights in or attached to the TCS DigiGOV Solution, Hosted Environment and deliverables, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Client and ownership of all materials including without limitation any tools, utilities, processes, technologies and methodologies belonging to TCS and used in the Services and all new inventions, ideas, improvements, enhancements, derivative works, modifications or

customizations thereto conceived or developed by TCS or its consultants/employees while providing services hereunder for the current project or outside of current project as part of TCS DigiGOV Solution and/or Hosted Environment shall remain vested in TCS. Nothing contained herein shall be construed as a transfer, assignment or conveyance by TCS to Client of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the TCS DigiGOV Solution or any enhancements, upgrades or derivative works thereof.

2. Usage rights: (i) Subject to the terms and conditions set forth in sub-clause 2 to 6 herein (“Use Terms”), effective upon the installation of the TCS DigiGOV Solution by TCS or upon TCS permitting access to Client of the TCS DigiGOV Solution through any means, TCS hereby grants to Client the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the TCS DigiGOV Solution during the Agreement for Contract Term on TCS Hosted Environment through TCS Link. The forgoing does not (a) authorize installation of the TCS DigiGOV Solution other than on Target Environment, (b) permit Use of the TCS DigiGOV Solution for any purpose other than as permitted under this Use Terms, or (c) permit Use of the TCS DigiGOV Solution to any person other than Authorized User. Any extension or change of the contractual use of the TCS DigiGOV Solution requires TCS’ prior written consent and authorization. Client will ensure that each password and User ID is not used by or shared with any person other than the Authorized User to whom that password and User ID has been allocated. Client is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of these Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Client. Client will indemnify and defend TCS in respect of any breach of this Use Terms or breach of any applicable law to the extent that such breach arises from any act (or failure to act) by the Authorized Users. (ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Client any ownership rights and interest or title in or to the TCS DigiGOV Solution any Intellectual Property Rights therein nor do they permit Client to make derivative works or to make copies of the TCS DigiGOV Solution. To the extent that TCS DigiGOV Solution consists of any software codes, such material, when delivered to Client pursuant to this Use Terms, shall be delivered by TCS in Object Code form only and Client shall not have any right or license with respect to the Source Code, data base design, application design, integration scripts or design documents of the TCS DigiGOV Solution
3. Proprietary and Confidentiality Markings or Notices: Client shall retain all of TCS’s and/or its licensors’ Logo, Trademark, Copyright notice and other proprietary markings or notice on the TCS DigiGOV Solution. Client shall not, permit any Authorized Users or other

persons to, remove, alter or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the TCS DigiGOV Solution or components thereof provided to Client hereunder. Client shall not remove or alter TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the TCS DigiGOV Solution or any part thereof including the documentation.

4. **Restrictions on Copying:** Copying of the TCS DigiGOV Solution is prohibited except with TCS's prior written consent and authorization. Neither Client nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the TCS DigiGOV Solution or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Client is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the TCS DigiGOV Solution or any part thereof or to create enhancements to or derivative works of the TCS DigiGOV Solution or any portions thereof.
5. **Trademarks:** Client will have no rights in any trademarks or service marks or trade names adopted by TCS and/or its licensors for the TCS DigiGOV Solution or any part thereof.
6. **Breach:** Should TCS DigiGOV Solution be Used beyond the Use rights by Authorized Users as set out in this section, TCS shall notify Client in writing requiring Client to cure the breach of Use Terms and if Client does not cure such breach within 10 days (or such other period that the TCS may permit upon Client's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use rights granted hereunder in respect of such TCS DigiGOV Solution, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.
7. Client acknowledges that TCS provides consulting, implementation and development services to other clients/customers and agrees that nothing in this Agreement shall be deemed or construed to prevent TCS from conducting such business or to develop, use and distribute works that perform functions the same as or similar to the Deliverables or work products either for itself or for its other clients subject to TCS maintaining strict confidentiality of Client Confidential information
8. All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the Deliverables shall remain

with the respective third party owners/ TCS's licensor and Client shall have user rights in accordance with relevant license terms as applicable to use of such software. The Client agrees to execute such third party software license agreement, if required by TCS, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of this Agreement. Client agrees and acknowledges that the relevant third party software vendor shall be entitled to claim damages as a third party beneficiary in case of an infringement of such third party's intellectual property rights by or on behalf of the Client.

9. Client shall allow TCS, its agents or third party software vendor to conduct an audit with respect to the use of and compliance with the relevant license terms applicable for the TCS DigiGOV Solution (including any relevant Third Party Software). In the event the TCS and/or its agent observes any breach by Client of its obligations hereunder, TCS shall be entitled to a compensation for any such breach and Client shall be obliged to remedy such breach immediately.

Reasonable costs of audit shall also be paid by the Client if the audit results indicate usage in excess of the licensed quantities or levels. Upon TCS's reasonable request, Client shall deliver to TCS a report as defined by TCS evidencing Client's Use of the TCS DigiGOV Solution under this Agreement, which shall be in addition to any other reporting obligations of the Client as set out in this Agreement.

10. Warranty

1. Warranties by TCS

TCS warrants that it will provide the services with due care, skill and diligence and in conformity with the Services described in Annexure A.

Each party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party.

THE WARRANTIES PROVIDED HEREIN ABOVE BY TCS ARE IN LIEU OF ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THAT OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE IS SPECIFICALLY DISCLAIMED BY TCS.

Notwithstanding anything contained in this Agreement, with respect to any third party software or component including equipments, the warranties, representations, indemnities and other license terms and conditions provided by the concerned third party will apply.

2. Warranties by Client

Client warrants that, it shall provide all information, material, data and other assistance (including knowledge transition) required by TCS to enable TCS to provide Services to the Client in accordance with this Agreement. Client warrants that it complies with all the access authorization and access controls for the Client's access to the Hosted Environment as may be prescribed by TCS and Client shall limit the access to TCS DigiGOV Solution and Hosted Environment only to the Authorized Personnel. Further, Client warrants that each Authorized Personnel shall follow the security policies and rules as have been notified by TCS. Client further warrants that the Services are for Client's own business use only and agrees that the Client shall not, in any way, commercially exploit the Services otherwise.

Client warrants to TCS that the materials, data and other assistance ('Client materials') supplied by Client to TCS for the purpose of execution of the terms of the agreement are either Client owned properties or are properties obtained by Client under proper intellectual property licenses.

Client further warrants that the said material, data and other information, to be provided by Client shall not infringe the intellectual property rights, proprietary rights or any other property rights of any party. If the Client materials supplied by Client are found to infringe the intellectual property rights of any party, then Client shall hold harmless and indemnified TCS, against all claims and actions associated with such infringement, including without limitation the attorney fees spent by TCS in defending such actions and claims, and any compensation that may be paid by TCS to settle such claim either in satisfaction of a court decree or otherwise. This clause shall survive the termination of this agreement.

The Client will indemnify, defend and hold TCS harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of TCS arising out of the use or possession of the facilities/equipment or location of the Client by TCS or its personnel, unless caused by the negligence of TCS personnel and the limitation of liability provided herein shall not apply to such loss, injury, claim or damages.

11. Limitation of Liability

1. TCS shall not be liable or responsible for any delay or failure to perform or failure of the services under this Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by Client or its employees or agents to perform any of its duties and obligations as set out in this Agreement. In the event that TCS is delayed or prevented from performing its obligations due to such failure or delay on the part of Client, TCS shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which TCS is delayed or prevented from performing its obligations due to such failure or delay on the part of Client. TCS shall be entitled to invoice Client for TCS incremental costs incurred (over and above the service charges) as a result of such failure or delay on the part of Client.
2. Notwithstanding any other term contained in this Agreement,
 - a) Under no circumstances shall TCS be liable to Client or any other person or entity for an amount of damages in excess of the total fees actually received by TCS from the Client for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. Under no circumstances shall Client be liable to TCS for an amount of damages in excess of the total fees actually paid or payable to TCS by the Client for the Service that gives rise to such liability during the twelve month period immediately preceding such claim. This limitation shall not apply to any liability arising from breach of Use Terms and infringement of Intellectual Property Rights or misappropriation of Intellectual Property; and
 - b) In no event shall each party be liable to the other party for any indirect, incidental, consequential, special or exemplary damages, nor for any damages as to lost profit, data, investment, goodwill or business, nor for any reliance or cover damages arising out of this Agreement, even if that party was advised about the possibility of the same.

- c) Client acknowledges that the economic terms set forth in this Agreement reflect the allocation of risk set forth in this Agreement and that TCS would not enter into this Agreement without these limitations on its liability.

12. Term and Termination

1. The term of this Agreement comes into effect on the Effective Date and shall continue for <<two (2)>> years from the Service Commencement Date ("Term" or "Contract Term"). This Agreement may be renewed for a further term upon the mutual written agreement of both the parties.
2. In the event of expiry of this Agreement, and the Client wanting to continue procuring the same or similar services for a further term, then TCS shall have first right of refusal to provide the services by way of renewal of this Agreement or under a separate agreement to be mutually agreed upon. In such event, at least - 180 days before the expiry of this Agreement, Client will notify TCS of its intent of continuing to procure such Services with a request to provide its proposal for the same. TCS shall within 30 days of receipt of such notification, either submit its proposal to the Client or notify its intent not to continue provision of the services. In the event TCS submitting its proposal, the parties shall enter into discussions and prior to the date of expiry of this Agreement, agree upon the terms that will apply to provision of such Services after the expiry of this Agreement.
3. TERMINATION FOR MATERIAL BREACH

Either party may terminate this Agreement immediately by a written notice to the other party (i) in the event of a material breach by the other party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings

4. EFFECT OF TERMINATION

In the event of termination or expiry of this Agreement, (A) Client shall (i) forthwith cease to access and/ or use any of TCS DigiGOV Solution and Hosted Environment; (ii) return to TCS any of TCS confidential and proprietary information and material in its possession;

and (B) TCS shall (i) handover Client data in the mutually agreed format within reasonable time at extra charge; and (ii) return to Client all confidential and proprietary information of Client and destroy and erase all such information which is in paper or electronic form in TCS possession.

5. TERMINATION ASSISTANCE

TCS will provide the following assistance to Client at the time of disengagement to ensure a smooth transition of services to the Client. While the normal service delivery fee will continue TCS shall charge extra to the Client for reverse transition activities. TCS will do the reverse knowledge transition in the following key steps

- Transfer of knowledge through knowledge transition sessions
- Transfer of business requirement documents and process manuals
- Continue to provide services at the agreed SLAs during the disengagement period
- Erase Client data from TCS DigiGOV Solution and provide written confirmation of the same to the Client

13. Dispute Resolution

All disputes or differences whatsoever arising between the parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If the Parties cannot come to a mutually agreeable resolution of the dispute within fifteen (15) business days, then such dispute will be referred (the “Referral”) to each Parties’ Executive Sponsor (each a “Representative”) for resolution. The Parties’ Representatives shall meet in person or on phone, within five (5) business days of a Referral to attempt to resolve the dispute. If the Representatives have not met within five (5) business days of such Referral, or have not reached a mutually agreeable resolution of the Claim within fifteen (15) business days or an extension thereof mutually agreed in writing between the Parties, the dispute shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Mumbai and the award made in pursuance thereof shall be binding on the Parties.

14. Non Solicitation

Neither Party will, without the consent of the other Party, employ or offer to employ directly or indirectly any person engaged or previously engaged by the other in any capacity in relation to the project, during the subsistence of this Agreement and until a period of 24 months has expired after the termination or expiry of this Agreement.

15. Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of:

- a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
- b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;
- c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;
- d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or
- e) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give notice forthwith to the other upon becoming aware of an event of Force Majeure, the said notice to contain details of the circumstances giving rise to the event of Force Majeure.

If the event of Force Majeure shall continue for a continuous period of more than three (3) Months either party shall be entitled to terminate the Agreement forthwith at any time thereafter after written notice to the other party. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure.

However TCS shall be entitled to receive payments for all services rendered under this Agreement.

16. Publicity

TCS shall be entitled to use the name (and the logo, if any, associated with the name) of the Client in its customer lists, any sales, marketing or promotional material or presentation, publish external success story, and provide for a marketing reference. Either Party shall be entitled to announce this Agreement in public before and / or after the deployment of the DigiGOV service for the Client. TCS shall be entitled to a press release and publish the case study of this engagement with the name (and logo, if any, associated with the name) of the Client, on its website on successful Go-Live. Other than the aforesaid, neither party shall use any name, mark or symbol of the other in any publicity release or advertising material or for any other purpose whatsoever nor shall publicize any information pertaining to this Agreement or the other party without securing prior written consent of the other party.

17. Waiver

No forbearance, indulgence or relaxations by any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Agreement shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Agreement.

18. Consent to Use of Data

Client agrees that TCS may use technical information gathered during its performance under this Agreement solely to improve its products or to provide customized services to the Client.

19. Entire Agreement

Subject to any terms implied by law, this Agreement along with its annexures and schedules constitutes the entire agreement between Client and TCS and supersedes any previous agreements or understandings between the parties in relation to the subject matter of this Agreement. Each party acknowledges that it has not relied on or been induced to enter into

this Agreement by a representation or warranty other than those expressly set out in this Agreement. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.

20. Modification

Modification of this Agreement shall be effective only when agreed in writing and duly signed by the authorized representative of each party.

21. Non-Assignment

Client shall not assign or otherwise deal with all or any of its rights and obligations under this Agreement without the prior written consent of TCS. TCS shall however be entitled to engage sub-contractors to perform all or any portion or part of its obligations hereunder.

Notices: All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows

To TCS:	Tata Consultancy Services Ltd. TCS House, Raveline Street, Fort, Mumbai – 400001
With a copy to:	General Counsel - Legal Tata Consultancy Services Ltd. TCS House, Raveline Street Fort, Mumbai – 400001
To Client:	<Address to be filled>

(or such other address as may be notified in writing from time to time by either Party). All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram in English.

22. Headings

Headings in this Agreement are for reference purpose only and shall not affect the validity or interpretation of the clauses.

23. Severability

If any clause of this Agreement is found to be unenforceable under the applicable law, then that clause shall be deemed to be deleted as if it never formed part of the Agreement as long as such unenforceability subsists. However, the parties shall, to the maximum extent possible strive to achieve the commercial meaning of such deleted clause to the maximum extent possible under the applicable law.

24. Applicable Law

This agreement shall be governed by the laws of India and all the courts in Mumbai shall have jurisdiction to try the disputes under this Agreement.

25. Non Exclusive Assignment

TCS shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by it under this Agreement.

26. Survival

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement.

27. Tata Code

The business activities of TCS are self-regulated by the “**Tata Code of Conduct**”. Client undertakes that it will endeavour to promptly report any violation or potential violation of the Code by any person to **the Local Ethics Counsellor** or **the Principal Ethics Counsellor** or **the CEO** of TCS. TCS, in turn, undertakes that it will maintain confidentiality of all communication received.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) mentioned below, effective as of the Effective Date.

TCS Internal to write the name of the Client (“Client”)	Tata Consultancy Services Ltd. (“TCS”)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ANNEXURE A – Scope of Services

[DN: This section is for reference purpose only and will be amended based on the chosen DigiGOV service]

This Annexure outlines TCS' scope for the DigiGOV Solution Services as agreed with client. The Service commencement date for TCS services will be << -- day of – 20xx>>.

TCS shall provide the <DigiGOV> Services to the Client covering the following areas:-

1. TCS DigiGOV Service

<TCS DigiGOV service comprises of the following applications:-

- <List of the Services of DigiGOV>

2. Business Units: [Client Divisions/Units as applicable]

- a) <Name of the Business Unit if applicable>

3. Client Locations:

- a) <City, Country>

4. Languages for systems and helpdesk support: English

5. Volume (based on applicability):

- a) Number of employees << >>
- b)

TCS shall provide access to the TCS DigiGOV Solution to the Authorized Users as below:-

- a) Authorized Users with access to Employee Self-Service <>
- b) Authorized Users with access to Manager Self-Service <>

6. TCS Managed Hosting

TCS will host TCS DigiGOV Solution and Client data at highly secure data centre in <UK / India>. TCS Hosting Environment will consist of all servers, applications and other network equipment to ensure the reliability and security of the environment. TCS DigiGOV Solution shall have internet enabled portal which can be accessed by the Client Authorized Users through internet. TCS command centre will monitor the network and hosted environment.

TCS will provide the following hosting services:-

- Maintenance and support of the TCS Hosted Environment
- Multi-level data backup
- Internet enablement for self-service portal at TCS end
- IT disaster recovery (DR)

TCS shall manage the following environments:-

- Production and Disaster Recovery (DR) Environment

7. Phases: [as applicable]

- a) Phase 1 –
- b) Phase 2 –
- c) Phase 3 –

8. Project Delivery

TCS will follow the plan as mentioned in the Annexure D to carry out the Project for each phase.

a) Processes and Sub Process

- i. <Include processes and sub-process details as per Project Scope>

b) Data Migration

TCS scope of work includes uploading the historical data / setting up the master data from existing applications into TCS DigiGOV Solution will be determined during the project scoping

TCS would provide pre-defined file formats for data that is required to be transferred from current Client applications to TCS DigiGOV Solution. Activities such as preparation of data extracts from the source systems, cleansing and conversion in to these formats would be carried out by Client.

Client will provide sample test data for User Acceptance Testing ("UAT") and final production data for Go-Live in the TCS provided formats. It is assumed that final production data provided by Client will be first time right and will be available before start of Go-Live preparation of Deploy phase, as given in Annexure D. TCS will be responsible to upload this data which has to be validated and signed off by Client in the production environment.

TCS shall not be responsible for any liability resulting from failure to meet the timeline in case Client fails to perform its obligations of submitting good quality data as per the agreed schedule. Any such delay, whether in receipt of customer data or delayed due to corrections to the data, may also result in re-baselining of Go-Live schedule and evaluated and managed through Change Management procedure.

c) Training

TCS scope of work for training will be determined during the project

TCS expects following support from Client during training:

- Ensure availability of required audience as per the training plan to receive training
- Provide necessary and adequate resources (training room, computer, projector, email, telephone, network, and others) to TCS consultants for carrying out the training programs at Client location.

9. Application Support

TCS DigiGOV Solution support activities, post Go-Live, would be as follows:-

- a) **Incident and Problem Management:** investigation and diagnosis of incidents, providing resolution, performing regression testing, incident monitoring, tracking, communication and closure, performing root cause analysis and offering permanent solution. The incident and problem management would pertain to issues arising from the TCS DigiGOV Solution based on the scope identified and signed off during the transformation phase. TCS would have the responsibility to undertake this activity without any cost implication to the Client.
- b) **System Administration:** maintenance, monitoring and support related functions for TCS DigiGOV Solution without any cost implication to Client.
- c) **Patch Management:** TCS will apply patches and enhancements received
- d) **User Administration Support:** New User creation; User Deletion (soft deletion); Assigning and revoking roles; Resetting password

Any functional or technical changes to TCS DigiGOV Solution which is not covered as part of Application support, as above, shall fall under the category of Change Request (CR) and would be charged extra. The process for Change Request management shall be as per Change Management Procedure outlined in Section 6.

10. DigiGOV Helpdesk

TCS DigiGOV Helpdesk is the central point of support for Client to track and resolve any tickets pertaining to application and infrastructure maintenance and support in the form of incident, query, request, problem or change related to TCS DigiGOV Solution.

TCS Helpdesk typically performs the following activities:

- Record tickets
- Notify solution to requestor
- Comply to SLAs
- Escalate and communicate
- Collect metrics and analyse for further improvement

TCS would provide helpdesk support to Client as mentioned below:

- Support hours - during normal business hours (9AM - 6PM)
- Support channels
 - Email to the common helpdesk email id
 - Logging an incident in TCS Incident Management system
 - Phone TCS SPOC during the Service Window
- Support activities - resolve issues that require in-depth knowledge/understanding of the system or special privileges, data access and provide workarounds for emergency fixes

While Help desk will be available as specified above, TCS would have the following mechanism in place for non-business hour support:-

- 24x7 monitoring to ensure production application availability
- Direct call in number for Client SPOCs to report any severity 1 issue such as Production down for immediate attention and resolution

11. Assumptions

1. *TCS expects Client to ensure availability and cooperation of all concerned stakeholders including Client Subject Matter Experts (SMEs), interfacing system owners and 3rd party vendors for business process discussions, process finalization, data collection and harmonization, deliverables sign-off, user acceptance testing and sign-off for Go-Live. TCS expects all relevant and required documents will be made available to it in reasonable timeframe.*
2. *TCS has considered Client office at <Client Location> as the base location for this engagement on onsite. Client will provide necessary and adequate infrastructure to enable TCS to fulfil its commitment for the assignment. This will be applicable for each onsite TCS Consultant associated with the project and will be arranged for and provided at no cost to TCS. The infrastructure will include office space, computers/terminals and software, computer consumables and communication facilities.*
3. *The language for DigiGOV Solution configuration, communication between Client and TCS, including for support service desk, will be English. Documents will be delivered to Client in English language. The language used in the documents supplied by Client to TCS would also be English.*
4. *Environments provisioned by TCS will be multi-tenant environments allowing sharing of infrastructure and services.*
5. *Service delivery provisioned by TCS will be shared services allowing sharing of services.*
6. *The Scheduled downtime for business systems will be eight (8) hours per month.*
7. *Client shall provide minimum 30 days prior notice to TCS before conducting any audit. Any client requested third party audit requirement, where TCS is required to provide additional resources specifically to support that audit, the reasonable costs of that support shall be pass-through costs to the Client.*
8. *Any services requested by Client, and not mentioned in the scope will be proposed separately by TCS (Development of additional automated interfaces, reports, other services)*
9. *Any organizational changes in the client organization having impact on the on-going services (locations, structure, policies, salary), will be discussed with TCS from the point of view of deployment, and if required will be estimated and proposed separately.*
10. *TCS will not be responsible for any impact caused due to product-related shortcomings and/or product defects. However, TCS will take reasonable efforts in finding workable alternatives.*
11. *Interfacing system owners will be available for providing test data, testing, validating results and ensuring their system availability as applicable.*
12. *Client will ensure that response to reviews and sign-off of documents happens within <<five>> working days to minimize delays.*

Any variations in the above assumptions might have impact on the effort, cost and the agreed upon service levels and hence may be handled through the Change Management procedure.

ANNEXURE B – Service Levels

TCS will adhere to following Service Levels post 3 months of Go Live. TCS shall measure the Service Levels for initial 3 months for benchmarking, however the Service Levels will not be applicable for the same period.

Service Area	SLA/KPI	Definition	Service Level	Target
Incident Management	Incident Response Time	The time taken to acknowledge a problem ticket from the time it was raised by the user within TCS Service Window	Severity 1 - 1 business hour	95%
			Severity 2 - 3 business hours	
			Severity 3 - 8 business hours	
	Incident Resolution Time	Time taken to resolve or provide acceptable workaround to a ticket from the time it was raised by the user within TCS Service Window	Severity 1 - 6 business hours	
			Severity 2 - 3 business days	
			Severity 3 - 8 business days	
Availability	System Availability	System Availability between 8:00am to 11:00pm GMT	% of System Availability between <support hours> in a calendar month excluding planned outage	99%

Severity level definitions are provided in the following table:

Severity Level 1	<ul style="list-style-type: none"> • Critical break-fix • Production down with no workaround • Most users impacted • Unavailability of Systems
Severity Level 2	<ul style="list-style-type: none"> • Production issue with workaround • Multiple users impacted • Unavailability of system interfaces
Severity Level 3	<ul style="list-style-type: none"> • Small Maintenance Issues • Non critical Bug Fix with workaround • No immediate impact • Single user impacted
Severity Level 4	<ul style="list-style-type: none"> • Query • No impact • Suggestion

TCS Service Window: As defined in the Call-Off Contract. TCS will provide resolution as per the agreed SLAs and expects Client to close the ticket. If the tickets are not closed by the Client after TCS provides resolution, it will be auto-closed by the system in 5 working days.

TCS shall not be responsible for failure to meet any Service Level in accordance with this annexure to the extent that such failure is directly attributable to any of the following:

1. Delay on the part of Client or anyone acting on behalf of the Client to provide accurate data, inputs, or other information or approval, in accordance with the agreed time schedule
2. Transactions exceeding the volume defined in Annexure A
3. Non-availability of data and information in the agreed format from Client
4. Any force majeure event or upon declaration of disaster by TCS
5. Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime)
6. The failure of last mile access (Network that connects Client location and Network Service Provider's Point of Presence) or broadband access that is not provided or managed by TCS or its partners.
7. The failure of a Client's application, equipment or facilities including any third party equipment. E.g., repair of an on-premise desktop may reduce the service availability time
8. The failure of third party product vendor to resolve a product bug. However, TCS will negotiate in good faith with the product vendor to resolve the issue at the earliest

ANNEXURE C – Service Charges

As defined in the Call-Off Contract.

ANNEXURE D – Implementation Plan

<To be updated with the agreed project plan>

ANNEXURE E – Acceptance Criteria

This annexure sets the requirement for final acceptance of the TCS DigiGOV Solution before going live for the Client.

1. *Client Sign-off on the Business Requirement Document*
2. *Client Sign-off on the UAT Test Report with or without any open issues as agreed with the Client*

ANNEXURE F – Change Request Form

1. Background <Project Name> – Service Delivery Project

<Background for Initiation of the CR>

2. Change Request Details

Change Request Number : CR # <CRnnn>
 Created / Reviewed By : <Author / Reviewer's Name>
 Change Request Raised By : <Client SPOC Name, Client>
 Change Request Date : <Date of Request by Client>
 Change Request Description : <Describe the Change here in brief>

3. Proposed Solution and Impact

3.1 Scope & Proposed Solution

<List down the scope of the change, high level solution if any should be mentioned>

3.2 Impact Analysis

<Describe the Impact of the Change>

3.3 Proposed Schedule

This activity would be planned to be completed as an independent activity.

Estimated Total time for completion: <Estimated Business Days>

Following are envisaged key task in meeting requirements defined in the scope.

[Update below section as appropriate, put appropriate remarks / assumption to meet the proposed dates]

Key Milestones	Proposed Dates	Remarks
Development & Testing	<dd-mm-yy>	
UAT by client	<dd-mm-yy>	
Deploy to Production	<dd-mm-yy>	

Development work for the CR will commence once the CR is formally approved by <customer>. Above schedule is subject to approval of the CR by <date>.

3.4 Deliverables

Deliverable	Proposed Date
<Deliverable Name>	<dd-mm-yy>
<Deliverable Name>	<dd-mm-yy>

3.5 Estimated Effort

Following is the estimated efforts for above scope of work.

Total Efforts Estimated (In Person Days) : <Estimated Days>

3.6 Acceptance Criteria

<Mention if any specific criteria as expected / agreed>

3.7 Assumptions

<List down the assumptions if any as per following e.g.>

3.8 Risks and Dependencies

<Mention the Risk and list the same here, if any>

Sr.	Risk Description	Owner	Probability	Impact	RGY	Mitigation Plan
1		TCS/Client	High	Medium		
2						

<Mention Dependencies on Customer, Third Party and list the same here, if any. For e.g. providing of data in expected format and in time, establishing connection with test system of customer, readiness of third party for testing, UAT by customer as per schedule, review and sign off of test results by customer. Readiness of infrastructure on customer side for e.g. ftp>

3.9 Implementation Plan

<Mention details about training if any to be done by TCS/customer to end users. Communication plan about the change to customer users. If rollout is in phases then phase wise plan. Downtime required (if any) to be documented>

3.10 Communication List

Following are key project stakeholders in <Client> and TCS to be informed for this change

TCS Stakeholder Name	<Client> Stakeholder Name
Support Lead	Client SPOC
SD Operation Lead / TD PL	Client Next Level Individual
DigiGOV Service Head	

4. Service Charges

Service Charges : <CR Cost>
Payment Terms : <e.g. Payment due on UAT sign off>
Other Terms (If any) : <e.g. Taxes and other applicable conditions as per contract>

5. Annexure

<Attach / document as applicable or mention "Not Applicable">

6. CR Approval

For <Client>	
Name & Designation of Approver	Client Authorized SPOC
Signature of Approver	
Date	<Date of approval>

For Tata Consultancy Services Ltd.	
Name & Designation of Approver	DigiGOV Service Head

Signature of Approver	
Date	<Date of approval>