

Undertaking to be provided by Retired Officer being hired as Consultant on
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[Date]

To,

The Managing Director,
BRBNMPL,
Bengaluru

Dear Sir,

Undertaking on Confidentiality

I acknowledge that during the course of my contractual appointment as Consultant with Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL), I may have access to and be entrusted with Confidential Information. In this undertaking, the phrase "Confidential Information" shall mean any information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether in oral or written or digital form, relating to BRBNMPL and its business that is provided to me.

I agree to the terms set out below:

1. I shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this undertaking) to preserve such confidentiality.
2. I shall use the Confidential Information solely for the work assigned to me and not for any other purpose.
3. I shall not disclose any Confidential Information to any other person or firm, other than as permitted by item 5 below.
4. I shall forever hold the Confidential Information in confidence and shall not publish, disclose or disseminate, any time, to any Person or institution/ organization, affiliates; or use for any purpose any Confidential Information other than such purposes as shall be required to fulfil my duties with BRBNMPL, or remove any Confidential Information, in whole or in part, from the BRBNMPL's premises, without BRBNMPL's prior written permission.
5. This undertaking shall not prohibit disclosure of Confidential Information:
 - With your prior written consent,
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any rule or requirement of any regulatory authority with which I am bound to comply; and provided that before any such disclosure BRBNMPL is informed of the same sufficiently in advance to enable BRBNMPL to take appropriate action. I shall assist BRBNMPL in obtaining an exemption, injunction, or protective order preventing such disclosure.

6. I shall deliver to you all Confidential Information, and copies thereof, that are in documentary or other tangible form, except:

- To the extent that I reasonably require to retain sufficient documentation that is necessary to support any advice, reports, or opinions that I may provide to you.

7. This undertaking shall not apply to Confidential Information that:

- Is in the public domain at the time it is acquired by me;
- Enters the public domain after that, otherwise than as a result of unauthorized disclosure by me;
- Is already in my possession prior to its disclosure to me.

8. This undertaking shall continue perpetually unless and to the extent that you may release it in writing.

9. I acknowledge that providing Confidential Information by BRBNMPL will not form the basis of any contract between you and me.

10. I will not make any claim on intellectual property right, which may arise out of the activities during the tenure of consultancy.

11. I warrant that I am acting as Principal in this matter and not as agent or broker for any person, company, or firm.

12. I acknowledge that neither failure nor delay by you in exercising any right, power or privilege or any single or partial exercise thereof shall by itself operate as a waiver of such right, power or privilege nor the exercise of any other right, power, or privilege in lieu thereof.

13. I understand that this Undertaking shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of Bengaluru courts.

Yours faithfully,

[Signature of appointee with name and date]

.Format of Service Level Agreement between Retired Officer being hired as Consultant on contractual basis and Bharatiya Reserve Bank Note Mudran Private Limited (BRBNMPL)

This is a Service Level Agreement (SLA) between the Bharatiya Reserve Bank Note Mudran Private Limited (hereafter, BRBNMPL) and(hereafter, retired officer) who is being hired as Consultant on contractual basis by BRBNMPL in terms of the advertisement dated 08-09-2022 placed on BRBNMPL's Website under "Recruitment" Portal.

2. This document identifies the job(s) required to be undertaken along with conditions of service such as working hours, admissible leave, applicable code of conduct, etc. and shall be in effect from to..... Either party can end the engagement after giving notice of one calendar month in writing.

Notwithstanding the above, in case of non-observance of any of the conditions outlined in the SLA (or in the undertaking on confidentiality given by the retired officer separately), BRBNMPL shall reserve the right to terminate the contract forthwith. Its decision in such matters shall be final and no further correspondence shall be entertained.

3. Following terms and conditions are agreed to as part of this SLA:

- Posting: The retired officer hired as Consultant on contract shall work at the BRBNMPL's office located in Mysuru/Salboni for the entire duration of the contract.
- Job Responsibility: Job responsibility shall cover the indicative list of items of work prescribed by BRBNMPL in line with type and nature of assignment as advertised, *ibid*.
- Working Hours: The retired officer hired as consultant on contract shall observe regular working hours as prescribed for serving officers of BRBNMPL at Mysuru/Salboni and on weekends / public holidays, as required.
- Leave: The retired officer hired on contract would be entitled to avail Casual Leave and Earned Leave at the rates as admissible to Officers of the Company. He will not be eligible to encash the accumulated Earned Leave. Any absence beyond the above period may be treated as leave without pay.
- The retired officer hired as Consultant on contract will not be eligible for any superannuation benefits such as Provident Fund, Gratuity etc. during the contractual period.
- Conduct, Discipline and Appeal: During the period of contract, in addition to the obligation to conduct herself / himself in an honest and ethical manner and to act in the best interest of BRBNMPL, the retired officer hired as consultant on contract shall be governed by a code of conduct as under:

- i. To avoid situations in which her / his personal interest could conflict with the interest of BRBNMPL. Any conflict, actual or perceived, will be disclosed to BRBNMPL for guidance and action as appropriate;
- ii. To not disclose or use any confidential information gained in the course of contract with BRBNMPL for personal gain or for the advantage of any other person/ organisation. To further ensure that while giving any interview etc., formal or informal, she / he shall not use any information gained during her / his tenure with BRBNMPL that may in any manner impinge adversely on either the reputation or the interest of BRBNMPL;
- iii. To use utmost discretion while interacting with all external agencies/ persons, including the media, so as to ensure that the name of BRBNMPL is not put to any controversy;
- iv. To understand that she / he is not permitted to contribute to press or any publication or electronic media;
- v. To not accept any gift in kind, payment, loan, vacation, or other privileges from current or prospective customers, vendors, competitors, or partners, etc. where accepting the gift, etc., would prejudice BRBNMPL's or her / his decisions / functioning and is contrary to ethical standards expected from BRBNMPL's officials;
- vi. To at all times behave in a way that upholds the high image and reputation of BRBNMPL.
- vii. To note that she / he is not permitted to use social media at work for the purpose of official communication.
- viii. The Offer of employment as Consultant on contract will be subject to receipt of Vigilance clearance from the employer Organisation, from which the Officer has retired.
- ix. The retired official hired as Consultant will not make any claim on intellectual property right, which may arise out of the activities during the tenure of consultancy at BRBNMPL.
- x. The Retired Officer will be covered by the provisions of BRBNML Service Rules with regard to Conduct and Discipline.

4. This SLA shall be governed by and construed in accordance with Indian law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Bengaluru courts.

[Signature of retired officer concerned]	[Signature of officer designated by the BRBNMPL]
Name:	Name & Stamp:
Place:	Place:
Date:	Date:
Signature of witnesses with name& date:	Signature of witnesses with stamp & date:
1.	1.
2.	2.