

## Dear candidate this is the agreement or contract of freelancer job of data entry typing work

And WHEREAS the Party of the Second Part Represents to the Party of the First Part that it Has an Expertise in the Area of Data Entry and Data Transcription And has a Working Experience in the said area, and Possesses the Requisite Hardware and Manpower required to take up Freelance Data Transcription work outsourced by the Party of the First Part, and in this regard, the PARTY OF the Second Part chooses the Expo Package, (Non-Applicable Options to be Stuck out) more particular lydescribed in detail in the schedule attached herewith. AND WHEREAS the Party of the Second Part undertakes that TIME AND ACCURACY are the essence of the present Contract and further undertakes to strictly abide by the applicable deadlines, and Minimum Accuracy Levels stipulated in the respective plan, and without foregoing the generality of therefore said Conditions, it is hereby agreed between the Parties asunder.

### A. SCOPE OF WORK:

1. The Party of the First Part shall supply through email, IMAGE File (Expression used in its generally understood Dictionary Meaning throughout the present contract), as well as any other available means and/or Format to the Party of the Second Part (herein after referred to as 'the said Data').
2. The Party of the second Part undertakes to Transcribe the Data Set out on the said IMAGE Files and/or any such other Convenient Format, received by Email and/or by any other means from the Party of the First Part, as visible, in a format known as that of a "Word Document" using Notepad, in the same language as visible in the said IMAGE File, and in the same Style and send the same as an 'attachment' (Term used in the Common Parlance pertaining to email communication) back to the Party of the First Part on the same Email address as a Reply, within the Stipulated time and with such Accuracy as is Outlined in the applicable Plan in the Schedule herewith.
3. The Party of the Second Part further Represents to the Party of the First Part that, the time for the Completion of the said Transcription as applicable in the Plan, more Particularly described in the Schedule herewith, shall Commence Immediately upon the Sending of the same by Email by the Party of the First Part, Or if the Commencement Date is mentioned in the said Communication, from such date, and it shall Continue to Access its said Email as provided in the Records of the Party of the First Part, as frequently as necessary for the said Purpose.

### B. General Terms:

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1. The Party of the Second Part Undertakes to Carry Out the aforesaid Transcription in the Premises arranged by such Party and Using Such Computer and other Hardware as may be required, as arranged by the said Party of the Second Part and no such Premises and / or other Facilities shall be provided by the Party of the First Part.
2. The Party of the Second Part shall not assign, in whole or in part, its obligation to perform under this contract to any other subcontractor or vendor, except with the prior written consent of the Party of the First Part.
3. The Party of the Second Part and its employees will strictly undertake not to communicate or allow to be communicated to any person other than a person employed by the said The Party of the Second Part in the performance of the contract or divulge in any way any information relating to the ideas, concepts, knowhow techniques, data, facts, figures and all information whatsoever concerning or relating to the said data. Disclosure of any part of the aforementioned information or data to parties not directly involved in providing the services requested could result in premature termination of the contract. The Party of the First Part, apart from black listings the party of the Second Part, initiate legal action against the successful bidder for breach of trust.
4. This Agreement does not create any agency or partnership relationship, and for any other similar relationship of any kind.
5. The Party of the Second Part shall not acquire any Copyrights, and / or any other rights developing facts, figures and all information whatsoever concerning or relating to the said Data by virtue of the execution of the present Agreement.
5. Any notice, report, approval or consent required or permitted hereunder shall be in writing.
7. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise.
8. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminate to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
9. Any waivers or amendments shall be effective only if made in writing.
10. This Agreement which is in English shall be interpreted in accordance with the commonly understood meaning of the words and phrases here of in India.
11. The Party of the Second Part represent to the Party of the First Part that before taking up any assignment with a Direct Competitor, the said Party shall obtain, at his discretion, the written Consent of the Party of the First Part.
12. The Party of the Second Part understand to treat all business and trade secrets which come to his knowledge in the course of his activities for the performance of the present contract as confidential. This duty of secrecy shall continue to apply after the end of the contractual relationship.
13. Documents which the Party of the second party has received within the framework of his freelance work under this contract must be carefully stored by him and Protected from examination by third parties. The documents must be returned to the Party of the First Part after the termination of the said Freelance work on the project / object to which they relate and for which they were need by the Party of the Second Part, but no later than at the end of his Freelance work. The assertion of any right of retention shall be excluded.



14. Any Ancillary agreements and amendments to this Contract shall not be valid unless in writing. This formal requirement may not be rescinded or suspended either orally or tacitly.

15. Time frame for Completion of Transcription: The Party of the Second Part shall Complete the Transcription of the said Data, within a Period of 15 Days (Including the day on which the said Data is Sent, and also include Public Holiday). From the Date the said Data is so sent for the Nano Plan, And subject to the Minimum Accuracy of such Applicable Plan. The Part of the Second Part alone shall be responsible for the maintenance of the Hardware and Personnel for such time Transcription and no excuse of whatsoever Nature shall be entertained for Delay in Supply of Transcribed Data, Since TIME AND ACCURACY are the Essence of this Contract.

16. The Payment Terms for each of the plans shall be as Under:

a. The Payment per Stage of Submission according to the Accuracy of the Transcribed Data shall be as stipulated in each such plan, and in this Regard the Terms of such Payment Set forth in the Schedule may be taken to have been Traversed herein and Agreed By the Parties.

b. The Entire such Payment Payable by the Party of the First Part to the Party of the Second part, shall be made within 05 Working days of the Receipt of the Accuracy Report.

c. Payment for Sourcing Subservient IDs shall be as stipulated elsewhere and upon such terms as expressed therein. C. Phases of Submission:-

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1. The Level of Accuracy Required to be maintained shall be Minimum 80% irrespective of the phase of Standard Submission or the plan. D. Determination of Accuracy: After providing for all the Errors enumerated below the total Minimum Accuracy shall be 80% in Standard Submission irrespective of the project Phase, as well as IRRESPECTIVE OF THE PLAN APPLICABLE.

1. Each Punctuation error in the Entire submitted Transcribed Data, (Irrespective of the Plan and Number of Pages) would QUALIFY A DEDUCTION OF 0.80% Thus, out of a Total Accuracy of a Possible 100%, 10 Punctuation errors would Qualify an  $100 - (10 \times 0.8) = 92\%$  of Accuracy.

2. Each Spelling error in the Entire submitted Transcribed Data, (Irrespective of the plan and Number of Pages) would QUALIFY A DEDUCTION OF 0.150% Thus, out of a total Accuracy of a Possible 100%, 10 Spelling Errors would Qualify an Accuracy of  $100 - (10 \times 0.9) = 91\%$  Accuracy.

3. Each error being an extra Word Typed or an Omission of a Word in the Entire submitted Transcribed Data, (Irrespective of the Plan and Number of Pages) would QUALIFY A DEDUCTION OF 0.150% Thus, out of a total accuracy of a possible 100%, 10 Extra word or Omission of a word errors would Qualify an Accuracy of  $100 - (10 \times 0.9) = 91\%$  Accuracy.

4. Each error being an extra Space or an Omission of a Space in the Entire submitted Transcribed Data, (Irrespective of the Plan and Number of Pages) would QUALIFY A DEDUCTION OF 0.70% Thus, out of a total accuracy of a possible 100%, 10 Extra Space or Omission of Space errors would Qualify an Accuracy of  $100 - (10 \times 0.7) = 93\%$  Accuracy.

5. Each error being an extra Enter or an Omission of a Enter to be typed in the Entire submitted Transcribed Data, (Irrespective of the Plan and Number of Pages) would QUALIFY A DEDUCTION OF 0.70% Thus, out of a total accuracy of a possible 100%, 10 Extra Enter or Omission of Enters errors would Qualify an Accuracy of  $100 - (10 \times 0.7) = 93\%$  Accuracy.

6. Each error being an Extra 'line' Typed or an Omission of an Entire line the Entire submitted Transcribed Data, (Irrespective of the Plan and Number of Pages) would QUALIFY A DEDUCTION OF 2.00% Thus, out of a total accuracy of a possible 100%, 5 Extra Lines Typed or Missed to be Typed errors would Qualify an Accuracy of  $100 - (5 \times 2.00) = 150\%$  of Accuracy.

7. A Combination of errors as above would qualify for each such error, a corresponding loss of Accuracy as provided above.

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8. The Test of the Accuracy shall be made by a Quality Center appointed by the Party of the First Part and the report of such Accuracy would be Final and Conclusive, with no room for Disputing the Veracity of the same by the Party of the Second Part.

### D. TECHNICAL SPECIFICATIONS FOR TRANSCRIPTIONS:-

1. Every line in the Transcribed Data shall match with the Corresponding line in the Image file, thereby the Transcribe Data shall accurately match the Position of the Image file.

2. Transcribed Data should be typed in OGS Software as provided by the company

3. No "Justification" of Transcribed Text shall be made.

4. Auto Spacing of Paragraphs SHALL NOT be made.

5. The Transcribed Data shall be an Exact Replica of the IMAGE file in terms of a Split in a Word or at the End of a line.

6. There shall be no 'Header' or 'Footer' used.

7. Only Black Colour shall be used irrespective of the Colour of the text in IMAGE

8. Accent Characters shall be typed as Normal Characters if understood or could be replaced by an "\_" (underscore) symbols as a standard practice.

9. Transcribed text shall be in its Normal Style - 'Bold' or 'Italics' shall not be used.

#### **E. ERRORS WARRANTING AUTOMATIC REJECTION:**

1. File name of the Transcribed File does not match with the Corresponding Image File Name.
2. Submission of an Incomplete File.
3. Use of any third Party Software - including but not limited to 'Microsoft Office'.
4. Accent Characters used in the Transcribed Data File.
5. Upon any Image being found in the Transcribed Data.
6. Use of a Font/colour other than that specified.
7. Upon any 'Hyperlinks' being found in the Transcribed Data.
8. Existence of any other File Type other than the Authorized Type, in the ZIP Folder bearing the submission of the Transcribed Data.
9. If the File bearing the Submission of the Transcribed Data does not bears the Extension '.dxt' or bears any other Extension.
10. Submission beyond the Stipulated Deadline. 11) If Transcribed text does not typed in OGS Software.
12. Rejection at any Stage would Preclude any further Submission of the same Transcribed Data, and other Stages shall be forfeited.

#### **F. Details and Schedule of Fresher Package:-**

Package Contains 100 to 700 Pages, Every Page Consist of 22 to 40 Lines which should be submitted within 7 days to 45 days there is Standard Submission. There is No Rework Submission in Fresher Package. In Standard Submission There Should be 90% Accuracy. The Second Party will be paid Rs50/- - per page if they get 80% Accuracy in Standard Submission. (According to Determination of Accuracy) Time and Accuracy is important. Delay in Time Workload will be rejected. The Party of the Second Part shall pay Project Charges According to the quantity and the plans at the time of signing the contract, out of which Rs. 2000/- (includes agreement and application cost) is non-refundable, and other is refundable as per the refund policy.

#### **G. Criteria of Refund Policy:**

The Party of the Second Part agrees to pay the plan amount to assure the Party of the First part about the genuine and complete submission of work files allotted to Him/Her. The Party of the First Part will refund the other amount after completion of each project which would be divided by the quantity of projects. The refund will be given only after the completion of work within the given timeline and as per the criteria given. If the work is rejected then the amount is totally non – refundable. IN WITNESS WHEREOF the parties hereto have to set and subscribed their respective hands to these parents.

Sincerely,



**Joshua Meraki**  
General Manager