



## GPCL Consulting Services Limited

GPCL/2023/COM/147  
Mumbai, October 06, 2023

M/s Genesis Management & Market Research Pvt Ltd  
7 Jay Apartments, 64/3 Erandavana,  
Income Tax Lane, Prabhat Road,  
Pune 411 004, India

Dear Dr. Anil Dhaneshwar,

### Subject: Engagement as Associate Firm

Pursuant to the discussion you had with the undersigned, we are pleased to appoint your firm as an "Associate Firm" to work with GPCL Consulting Services Limited ("GPCL" or "Company") on various projects as may be mutually decided between GPCL and you. The terms of your appointment will be governed by the conditions as given in this letter.

Please note that by agreeing to the terms and conditions, you expressly acknowledge and agree that you are not an employee of the Company and this letter does not create an employer and employee relationship between GPCL and you.

### 1. Scope of Work

During your association with the Company, your firm may be required to work in areas related to **Socio Economic Impact Assessment, Monitoring & evaluation of Social Sector projects, Data Collection for various assignment including CSR, Procurement & Financial Management Audit, other suitable technical/ social disciplines across sectors, and Training etc. Additionally, to market and explore for suitable business opportunities with various stakeholders (Government Organizations/ Public Sector Undertaking/ Private Cos.)** on behalf of GPCL and perform such assignments either singly or complement GPCL's team.

While your firm may continue to work as you have been doing on assignments of your choice, you may provide us leads on assignments which can be led by you with GPCL's support.

### 2. Compensation

In lieu of providing your services on specific assignments, your firm would be paid Professional fees on a case-to-case basis as mutually agreed upon.

### 3. Term

Either GPCL or your firm can terminate this arrangement by giving a notice of 1 month to the counter party except for ongoing contractual commitments which shall be governed by

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provisions of the respective contract(s) including provisions related to your tenure which will be honoured by you.

**4. Conflict of Interest**

The firm is required to provide professional, objective, and impartial service avoiding conflicts with other assignments or self-interests, and acting without any consideration for future work.

The Consultant has an obligation to disclose any situation of actual or potential conflict that impacts his/ her capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification or termination of this association.

**5. Non-Compete**

During the term of your firm's appointment and for a period of twelve (12) months following the completion of the assignment by you, you shall not, directly or indirectly, (i) in any manner whatsoever engage in any capacity with the same party in the same geography and in the same line of work as was carried out pursuant to this appointment letter (ii) have any interest as owner, sole proprietor, stockholder, partner, lender, director, officer, manager, employee, consultant, agent or otherwise in any business which seeks or is seeking to work with the same party in the same geography and in the same line of work as was carried out pursuant to this appointment letter, without the explicit written no objection of GPCL Consulting Services Limited. This Section shall survive the tenure of your firm's appointment or termination thereof for whatever reason and the breach of this section shall be liable for legal action by GPCL Consulting Services Limited.

**6. Confidential Information**

Your firm will not, at any time, without the consent of the Company disclose or divulge or make public except under legal obligation, any information regarding Company's or prospective Client's information, affairs of administration or research carried out, whether the same may be confided to you or become known to you, in the course of your association with GPCL. Any outputs, reports generated by your firm shall be owned by and remain the property of GPCL.

Kindly communicate your acceptance of this arrangement by signing a copy of this letter and returning it to us.

For GPCL Consulting Services Limited

Mr. Aditya Natarajan  
Vice President



For M/s Genesis Management & Market Research Pvt Ltd

Accepted:

Dr. Anil Dhaneshwar

