



# shakti vahini

Plot No 31, Third Floor, Pocket -2, Jasola Vihar, New Delhi-110025  
E-mail : shaktivahini@yahoo.co.in, Website: www.shaktivahini.org  
+91-42870188, 45081098, 42244224

Date: 1<sup>st</sup> September' 2023

To,

Mr. Nilajit Maity  
Address. Vill. Jahanabd  
Dist. Pura Medinipur-WB  
Mobile. 7602326199  
Email. nilajitmaity6@gmail.com

**Subject: Appointment for the position of Community Social Worker (CSWO)-  
East/Purba Medinipur, West Bengal- for the project titled- "Access to Justice  
-Phase-II"**

We are pleased to inform you that the shakti vahini Board has recommended you for the post of **Community Social Worker (CSWO)**, East/Purba Medinipur, West Bengal for the project titled "**Access to Justice-Phase-II**" with effect from **1<sup>st</sup> September' 2023**.

Your work profile includes the following roles and responsibilities:

1. To monitor the reporting of cases of child marriages in the assigned villages.
2. To conduct advocacy with the education department and the school administration to monitor the school drop-out rates of children in the assigned villages.
3. To work with government officials and law enforcement representatives in the assigned villages.
4. To undertake pledges on Child Marriage prevention.
5. To undertake village level survey in assigned villages and identify families vulnerable to Child Trafficking and Child Marriages.
6. To work with panchayats and Village level child protection committee to declare villages Child Marriage Free.
7. To support victims and families affected by Child Trafficking, Child Sexual Abuse and Child Marriages in ensuring access to justice.

**Period of contract:**

The period of your contract would be till 31<sup>st</sup> March' 2024 which is extendable based on the performance and the successful implementation of the project.

Your performance will periodically be reviewed by the coordination committee.

**Termination of Contract:**

This contract can be terminated by either party by giving one-month notice period.

**Honorarium:**

A consolidated honorarium of Rs. 10,000 (Ten Thousand only) on monthly basis. Conveyance for Work delegated will be provided as per norms.

**Leaves:**

11 Casual Leave and 11 Medical Leave in One Year. Casual Leave can be claimed only once in each month.

**Reporting requirement**

You will be primarily reporting to the District Coordinator, East/Purba Medinipur, West Bengal or as per the process decided and informed

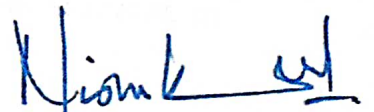
**Other Requirements-**

You will have to sign the Child Protection Policy, Non-Disclosure agreement and Conflict of Interest document of SHAKTI VAHINI.

**Joining:**

If you are in agreement with these terms and conditions, please sign on this letter in duplicate and return to us within 7 days on the receipt of this letter.

Signature of the concerned authority



Nishi Kant  
Executive Director



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is effective when signed by and between

**SHAKTI VAHINI** having its registered office at **PLOT NO. 31, 3<sup>RD</sup> FLOOR, POCKET-II, JASOLA VIHAR, NEW DELHI-110025**, hereinafter referred to as "**Organization**," OF THE FIRST PART.

AND

**NILAJIT MAITY** (hereinafter referred as the "**EMPLOYEE**"), W/o/S/o/D/o. **SHRI. SOUMITRA MAITY** residing at **VILL. JAHANABAD, PO. JAHANABAD, PS. KHEJURI, DIST. PURABA MEDINIPUR, WEST BENGAL-721432** OF THE OTHER PART.

collectively referred to as the "**Parties**".

WHEREAS,

1. **SHAKTI VAHINI** aims at to end all forms of violence and exploitation of children by ensuring child protection through innovation, research, awareness generation, promoting partnerships, on ground interventions, training and capacity building etc.
2. The Organization has on boarded **NILAJIT MAITY** since/from **1<sup>st</sup> SEPTEMBER' 2023** as per the terms of conditions of the Appointment Letter (hereinafter referred as the "**Employment Agreement**") and this Agreement is intended to protect the confidential information disclosed by the Organization in the course of employment of the **EMPLOYEE** (hereinafter referred to as the "**Agreement**").
3. In connection with the **EMPLOYEE'S** duties under the Agreement, the Organization may disclose to the **EMPLOYEE** certain confidential and proprietary information unique and valuable to its ongoing business operations.
4. The purpose of this Agreement is to govern the non-disclosure of the confidential information that is confidential and proprietary to Organization, as being unique and valuable to its ongoing operations, which will, or is likely to be disclosed or made available to the Employee during the course of his/her employment with the Organization ("**Purpose**"). The Employee agrees to maintain complete and strict confidentiality of the Confidential Information and/or its contents and parts thereof as per the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION FOR THE MUTUAL UNDERTAKINGS OF THE PARTIES UNDER THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. **Confidential Information**
  - 1.1. Confidential Information shall mean and include any information disclosed by the Organization to the **EMPLOYEE** either directly or indirectly, in writing, oral or visual/by inspection (including, without limitation, documents, reports, statistics, data), which is (a) designated as "Confidential," "Proprietary" or a similar designation; or (b) would reasonably be understood to be confidential.
  - 1.2. This shall include, but not limited to the information regarding projects (actual, proposed or developed as part of the engagement with the Organization), grant details, strategies, technical data, reports, field visits, research data, all forms of internal and external communication meant for a specific purpose, technical information, project plans, financial information, databases, policy framework, representations, correspondences with Government agencies, national & international Organizations, sketches, drawings, forecasts, identity of; or details about actual or potential projects, discoveries, know-how and trade secrets, details of trustees, directors, board members disclosed or supplied by the Organization or entities collaborating with the Organization, which is proprietary to the Organization or other related entities. It shall also include all tangible materials like drawings, schematics, written or printed documents, computer disks, memory cards (USB), and compact disks (CD), whether machine or user readable.
  - 1.3. The **EMPLOYEE** acknowledges that the Organization shall, or may provide him/her access to Confidential Information. The **EMPLOYEE** agrees to retain said information as confidential and not use the said information on her own behalf or disclose the same to any third party.
2. **Exclusions**
  - 2.1 For the purposes of this Agreement, information shall not be deemed Confidential Information if:
    - i. the information was publicly known; or



- ii. the information was approved for release by the Organization through written authorization of the authorized signatory to this Agreement; or
- iii. it is legally known to the EMPLOYEE at the time of disclosure by the Organization.

Additionally, the EMPLOYEE may disclose Confidential Information in accordance with judicial or other governmental orders, provided that the Employee shall give the Organization a reasonable prior written notice of such disclosure and shall comply with any applicable protective order or equivalent.

### **3. Ownership**

- 3.1** All rights, title and interest in, and to the Confidential Information shall remain the exclusive property of the Organization and the Confidential Information shall be held in trust and confidence by the EMPLOYEE for the Organization. No interest, license or any right on the Confidential Information, other than expressly set out herein, is granted to the EMPLOYEE under this Agreement by implication or otherwise. Any/all intellectual property and all worldwide rights in the Confidential Information shall, at all times remain the exclusive property of the Organization in perpetuity.
- 3.2** Within 10 (ten) working days of any written request by the Organization, the EMPLOYEE shall promptly return all copies of the Confidential Information in its possession to the designated person of the Organization.

### **4. Duty to Protect**

- 4.1** The EMPLOYEE shall ensure that each of its representatives having access to the Confidential Information shall herein agree to:
  - i. hold all Confidential Information in strict confidence, using a standard of care no less than the degree of care that the EMPLOYEE would be reasonably expected to deploy for its own similar confidential information;
  - ii. not disclose the Confidential Information to third parties or use it in any way, commercially or otherwise, except to the extent permitted herein and in connection with the performance of its obligations and the exercise of its rights pursuant to the corresponding Agreement;
  - iii. use the Confidential Information strictly for the Purpose only;
  - iv. strictly refrain from disclosing, reproducing, copying, distributing, publicising any Confidential Information or part thereof to any third party(ies) unless otherwise agreed under this Agreement;
  - v. not release statements, or publicize and/or authorize the dissemination/disclosure in any manner in respect of the Confidential Information or part thereof on any platform, media, including without limitation, any social media platform;
  - vi. promptly provide the Organization with notice of any actual or threatened breach of the terms of this Agreement;
  - vii. not communicate its deliberations and findings and/or those of the project team(s) in which the EMPLOYEE participates, as well as any resulting recommendations to, and/or decisions of the Organization to any third party, except as explicitly permitted by the Organization.
- 4.2** The confidentiality obligations with respect to the Confidential Information under this Agreement shall survive the EMPLOYEE Engagement letter.

### **5. Limitations**

The EMPLOYEE shall limit access to Confidential Information to individuals on a strictly need-to-know basis, involving only those who are carrying out duties related to the Organization. The Employee shall ensure that the individuals under his/her command (subordinates and consultants) are equally bound by; and shall comply with the confidentiality terms, as restrictive as this Agreement.

### **6. Remedies & Damages**

- 6.1** All Confidential Information is provided "AS IS" and the Organization makes no warranty regarding the accuracy or reliability of such information or materials. Organization will not be liable for any expenses or losses incurred or any action undertaken by the EMPLOYEE as a result of the receipt of Confidential Information. The entire risk arising out of the use of the Confidential Information remains with the EMPLOYEE.
- 6.2** The EMPLOYEE understands and agrees that unauthorized disclosure or use of Confidential Information or a breach of this Agreement is a fraud perpetrated on the Organization, which could cause significant and irreparable financial harm. Accordingly, the EMPLOYEE shall be held responsible, and shall indemnify the Organization from and against any and all losses, liability, damage, claims (including third party claims), cost, and expense (including legal fees), howsoever arising, out of any breach or non-performance by the EMPLOYEE or its representatives of any of its obligations under this Agreement. The Organization shall also have the right to terminate the respective Employment Agreement, pursue other legal actions



(both civil & criminal) beyond remedies of a monetary nature in the form of injunctive or equitable relief and a monetary compensation of at least INR Ten (10) lacs per breach.

**7. Notice of Unauthorized Use or Disclosure**

The EMPLOYEE is bound by this Agreement to notify the Organization in the event of a breach of Agreement involving the dissemination of Confidential Information, either by the EMPLOYEE or a third party, and will do everything possible to help the Organization regain possession of the Confidential Information.

**8. Termination**

**8.1** This Agreement may be terminated by the Organization in the event the EMPLOYEE fails, refuses or neglects to comply with any of the obligations, representations and warranties under this Agreement;

**8.2** Upon termination, all copies of the Confidential Information will be returned by the EMPLOYEE to the Organization within 10 (ten) calendar days of making such request. Notwithstanding the return of Confidential Information, the EMPLOYEE will continue to be bound by its obligations hereunder under this Agreement. Upon termination, the EMPLOYEE shall, at no given point in time make use of, or exploit for self or enable use for/by any third party, the Confidential Information or part thereof in any manner whatsoever;

**8.3** This Agreement and the EMPLOYEE's obligation to maintain confidentiality hereunder shall survive in accordance with clause 4.2 above.

**9. Entire Agreement, Waiver and Severability**

**9.1** This Agreement contains the entire agreement between the Parties, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

**9.2** The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of all parties. The waiver of any party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

**9.3** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall continue to be fully effective.

**10. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising between the Parties shall, as far as possible, be resolved through arbitration. When not resolved through arbitration, the courts in New Delhi, India shall have exclusive jurisdiction over differences or claims arising out of; or relating to this Agreement.

**11. Notices**

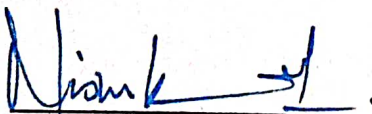
**11.1** Whenever one Party is required to give written notice to the other Party under this Agreement, such notice may be given by hand, or by speed post, return receipt requested, by overnight courier, by fax, or by email to the address mentioned above. All such notices shall be effective upon receipt thereof. Either Party may designate a different notice address from time to time upon giving 5 (five) business days' prior written notice thereof to the other Party.

IN WITNESS WHEREOF, the Parties hereto agree to the terms of this Agreement and signed on the dates written below.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Name of the staff: \_\_\_\_\_



Shri Nishi Kant  
Executive Director, Shakti Vahini