

## Service Level Agreement

This agreement is made at Mumbai on this-----day of \_\_\_\_\_  
2022.

BETWEEN

**State Bank of India**, a statutory body constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21, through its Marketing & Communication Department hereinafter referred to as “the Bank/SBI/Client” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part:

AND

\_\_\_\_\_, private/public limited company/LLP/Firm *<strike off whichever is not applicable>* the provisions of the Companies Act, 2013/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at \_\_\_\_\_ hereinafter referred to as “**Service Provider/ Consultant/Vendor**” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and Service Provider are sometimes individually referred to as a “Party” and collectively as “Parties” throughout this Agreement, and the words Party and Parties shall be construed accordingly.

WHEREAS

- (i) “The Bank” is carrying on business in banking in India and overseas and is desirous to avail media buying and campaign execution services and
- (ii) Service Provider, is in the business of providing media buying and campaign execution services , has agreed to provide the services as per the scope of

work defined in the Annexure A of this agreement and as defined in the RFP no: **CC/M&C/2022-23/01** dated 21.05.2022 issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “**RFP**” and same shall be part of this Agreement and the Bank has agreed to engage ‘Service Provider’ for such Services, on a mutually non-exclusive basis.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and terms and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties with the intent to be legally bound hereby agree to the following terms and conditions hereinafter contained: -

## **1. DEFINITIONS & INTERPRETATION**

### **1.1 Definition**

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- (a) ‘**The Bank/SBI/Client**’ shall mean the State Bank of India (including its domestic branches and foreign offices), and subsidiaries.
- (b) “**Documentation**” will describe in detail and in a completely self-contained manner how the User may access and use the software/service including, but not limited, to the tracker/dashboard to be employed by the agency and any other technology based platform used for all tasks assigned to the Agency such that any reader of the Documentation can access, use and maintain all of the functionalities, maintenance and upgradation of the software tool/service without the need for any further instructions.
- (c) ‘**Services**’ shall mean and include the Services offered by the Agency to the Bank, including but not limited to all media buying and campaign execution

activities for SBI as more particularly described in Statement of Work annexed to this Agreement as **Annexure A and the RFP**.

(d) **“Confidential Information”** shall have the meaning set forth in Clause 15.1.

(e) **“Intellectual Property Rights”** shall mean, on a worldwide basis, any and all:

(i) Rights associated with works of authorship, including copyrights & moral rights;

(ii) Trademarks;

(iii) Trade secret rights;

(iv) Patents, designs, algorithms and other industrial property rights;

(v) Other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and

(vi) Registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

f. **“Territory”** shall mean the entire country of India.

g. **“Effective Date”** shall mean the date on which this Agreement takes effect.

h. **“Service Provider/ Agency/Vendor”** shall mean the successful Bidder found eligible as per eligibility criteria set out in the RFP no: **CC/M&C/2022-23/01** dated 21.05.2022 whose Bid has been accepted and who has emerged as the Successful Bidder(s) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

i. **“Reports”** shall mean the reports, materials, presentations or other communications, written or otherwise, in draft or final form, provided by Service Provider in terms of this Agreement.

j. **“Request for Proposal (RFP)”** shall mean **CC/M&C/2022-23/01** dated 21.05.2022 along with its clarifications/corrigenda/addenda issued by the bank from time to time.

k. **“Agreement/Contract”** shall mean this agreement including all its Annexure. Schedules, Appendix and all amendments therein agreed by the Parties in writing.

**1.2 “Interpretations:**

In construing the Agreement:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure, or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industry practices.

### **1.3 Commencement, Term & Change in Terms**

1.3.1 This Agreement shall be deemed to have commenced from \_\_\_\_\_(Effective Date)

1.3.2 This Agreement shall be in force for an initial period of one year and may be extended further for a period of one year at a time for up to three years at the sole discretion of the Bank, if the services provided by the Agency, are found to be satisfactory. Notwithstanding the foregoing, the agreement may be terminated by either Party by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 Either party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made only upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

## **2. SCOPE OF WORK**

The scope of work is detailed in the Statement of Work annexed below as **Annexure A (“Services”)** and in the RFP.

If Client requests Agency to provide services other than or in addition to the Services (**“Additional Services”**), the parties agree that the Additional Services may be subject to separate terms and conditions, including commercial terms. Where the Additional Services include programmatic trading services, such services shall be treated as services provided by an independent third party from Agency and the provision of such services shall be solely upon separate terms and conditions.

Any Client Affiliate in the Territory may avail Services to from the Agency by entering into a Statement of Work. Each such Statement of Work will be governed by the terms of this Agreement and Client agrees to procure the adherence of each such Affiliate to the terms of this Agreement and the performance of the Client Affiliate of its obligations under the applicable Statement of Work. Solely in relation to Services provided under a Statement of Work to any Client Affiliate, any

references to Client in such Statement of Work shall be deemed to be a reference to the Client Affiliate.

The Client acknowledges that the performance of Services shall be subject to the rules/guidelines as laid down by the industry bodies like Advertising Agencies Association of India (AAAI), Indian Broadcasting Federation (IBF), Indian Outdoor Advertising Association (IOAA), Indian Newspaper Society (INS), Prasar Bharati – Doordarshan (DD), Internet & Mobile Association of India (IAMI), All India Radio (AIR) and the rules laid down by the Joint Working Committee of AAAI-IBF and AAAI-INS.

### **3. COMPLIANCE**

3.1 Time shall be the essence of this Agreement. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.

3.2 The agency will also be responsible to provide innovative ideas/concepts which can be executed as per requirements of the bank.

3.3 Client reserves the right to negotiate and engage directly with the media/vendors concerned if circumstances require for the release of advertisement(s).

3.4 Correction of Deficiencies in Deliverables (as mentioned in Annexure-A).

If Service provider is unable to correct all Deficiencies preventing Acceptance of a Deliverable for which Service provider is responsible after a reasonable number of repeated efforts, the Bank may at its discretion:

- a) Allow Service provider to continue its efforts to make corrections; or
- b) Accept the Deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider's Charges for developing such Deliverable to reflect the uncorrected Deficiencies; or
- c) Terminate this Agreement for cause in accordance with Clause 16 except that the Bank is under no obligation to provide Service provider any further opportunity to cure and recover its damages as set forth in this agreement.

- d) Client may request Agency to cancel or amend any plans, schedules or work in progress forming part of the Services. On Client giving at least 15 days advance prior request, Agency will use reasonable efforts to comply with any such request provided that Agency is able to do so within its contractual obligations to third parties. In the event of any such cancellation or amendment, Client shall promptly pay to Agency:
- (i) Agency's Charges covering the cancelled or amended Services (calculated on a pro rata basis for the period up to the effective date of cancellation or amendment);
  - (ii) Any charges, expenses or additional costs paid or payable by Agency in relation to the cancellation or amendment (including without limitation retrospective rate adjustments, cancellation charges or lower discounts from third parties); and
  - (iii) Any cancellation fee specified in a SOW (together, **"Cancellation Charges"**).

### 3.5 Risk Management

The Service Provider shall identify and document the risk in delivering the services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.

### 3.6 Service Request

Service Provider shall dispense the service request in accordance with terms mentioned in Annexure B (TAT Chart) under this agreement.

Where applicable, it is further expressly understood and agreed between both parties that as part of Agency's provision of media services, while Agency undertakes to use commercially reasonable endeavours in the preparation of any estimated and target figures and to prevent the display of Client advertising on websites of, or in proximity to content that is of, a pornographic, defamatory, obscene or illegal nature ("**Objectionable Display of Client Advertising**"), these are matters which are ultimately beyond the control of Agency, and hence no warranties are given by Agency as to: (A) the accuracy of such estimates or targets, such figures actually being met or user interactions with that advertising once it appears; or (B) the prevention of the Objectionable Display of Client Advertising. Agency will promptly take steps to remove any Objectionable Display of Client Advertising upon becoming aware of the same. However, no liability shall attach to Agency in respect of any losses suffered by Client or by any third party

by reason of: (a) the reliance of Client on any estimates or targets; or (b) any Objectionable Display of Client Advertising.

### 3.7 Service Management Tool

List the tools/applications to be used for service support/service delivery processes, if any, this may also include the customer tools/ applications to be used for provision of service support/service delivery.

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### 3.8 Service Complaints

The service complaint shall be addressed as **enclosed in Annexure C**.

The complaint shall be acknowledged by the Service Provider in 24 Working Hours. In case of re-occurrence of the service complaint, the outlined actions in clause 24 will be triggered

Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-Contractors (if allowed) and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.

## 4. FEES /COMPENSATION

Agency commission fees: The agency will be paid a commission at the end of campaign as per the commission percentage quoted by the agency for the slab corresponding to the annual media spend by Bank for more than Rupees 75 crore. In case, the annual media spend is less than 75 crore, the difference in the agency commission will be paid at the end of year. However, no interest on the difference amount will be payable in such a case. All the payments shall be subject to deduction of deduction of TDS/any other statutory levies as applicable.



The Bank has the sole discretion to pay only for the services they undertake and may choose to discontinue services for any one or all jobs listed in the scope of work. However, this clause shall not apply to those Services that have already been rendered by the Service Provider and payments for the same must be duly made by the Bank based on the agreed timelines, terms and conditions detailed under this Agreement.

4.1 All duties and taxes, if any, which may be levied, shall be borne by the Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/expenses in connection with execution of this Agreement shall be borne by Service Provider.

4.2 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

4.3 Payments: The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 60 days after its receipt thereof. If the Bank defaults and/or delays in making timely payments towards invoices raised by the Agency for a consecutive period of 3 months, the Agency has the right to pause the campaigns without any prior notice. All payments shall be made in Indian Rupees

4.4 The Agency will submit the invoices complete in all respects, on the last working day of every month for necessary payment of the commission/agency fee. The invoice should be supported with the list of work initiated /complete during the month. There will be no additional remuneration towards the delayed payments.

4.4.1 The Agency will submit all supporting documents and bills as well as copies of the supplier bills where relevant.

4.4.2 A reconciliation sheet pertaining to the bills will be submitted every month as well as all necessary supporting documents for which the bills are submitted. The Tax component shall be payable as applicable and as per actuals.

4.4.3 The Bank may withhold payment of any charges that it disputes in good faith and may set-off penalty amount and any other amount which

Service provider owes the Bank against charges payable to Service provider under this Agreement post consultation with the Service Provider and as mutually agreed between the Parties.

## **5. Performance Guarantee and Penalties**

5.1 The Service Provider shall furnish a performance guarantee for an amount of **INR. 20,00,000/- (Twenty Lakh Only)** from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

5.2 If at any time during performance of the Contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

5.3 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

5.4 The Service Provider shall be liable to pay penalty as per Clause 24 and the mutually agreed TAT sheet (annexed hereto and as updated from time to time).in respect of any delay beyond the permitted period in providing the Services and which are solely attributable to the Service Provider. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider.

## **6. LIABILITIES/OBLIGATION**

### **6.1 The Bank's Duties /Responsibility**

- (i) Processing and Authorizing invoices
- (ii) Providing Brand Guidelines

- (iii) Approving Media Plan, Strategy etc.
- (iv) Client Materials, Data and all information supplied to Agency in relation to Client's products and services before and during the Term will be true, accurate, complete, up-to-date and not misleading.
- (v) Client Materials, Data and the use of such Client Materials or Data in accordance with this Agreement shall comply with applicable law, regulations, guidelines or codes of practice including ASCI Code and shall not infringe the Intellectual Property Rights of any other person.

Without prejudice to Client's responsibility and Agency's other rights and remedies, Agency and clients are to advise each other if, any one is of the opinion, that such action may result in violation of any applicable law, regulation, guideline or code of practice.

## 6.2 Service Provider Duties

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement and the attached SOW.
  - (b) Abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on- site rules of behavior, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
- (ii) Security Responsibility
  - (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

## 7. REPRESENTATIONS & WARRANTIES

7.1 Service Provider shall assume responsibility under all applicable including, Labour Laws for its employees, and also hold the Bank harmless from any direct and actual loss, expense, damage or personal injury, death and any claim for payment

of compensation of its employees, salary, retirement benefits, or any other benefits asserted by an employee of the Service Provider, and/or any claim arising out of alleged infringement of intellectual property rights or other proprietary right of any third party arising out of 'Service Provider's performance of Services hereunder.

7.2 Each party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.

7.3 Service Provider warrants the Bank against any license or IPR violations on its part or on the part of subcontractor, wherever permitted, in use of any technology /software /product for performing services or developing software for the Bank as part of this Agreement.

7.4 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

7.5 The Service Provide has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

7.6 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.

7.7 The Services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

7.8 The Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their

antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service Provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

## **8. GENERAL INDEMNITY**

8.1 Service provider agrees and hereby keeps the Bank indemnified against all direct and actual claims, actions, loss, damages, costs, expenses, charges, including reasonable legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly on account of any misuse of data /information or deficiency in Services or breach on any obligations mentioned in clause 6 herein, including without limitation of confidentiality obligations, from any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider.

8.2 Service provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

8.3 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons solely attributable to the Service provider.

8.4 The Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to the Service provider without undue delay. The Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

8.5 Nothing contained in this agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.

8.6 Client shall indemnify and hold harmless Agency from and against any and all costs, expenses, charges, damages, liabilities, claims or actions of any kind which may be incurred, suffered, brought or threatened against Agency arising out of (and only to the extent of) a breach by Client of its representations and warranties under this Agreement or and/or for breach of applicable laws or due to non-payment of amounts payable to any third parties for the Services which were pre-approved by the Client.

The party entitled to an indemnity under this Agreement shall take all reasonable steps to mitigate the applicable costs, expenses, charges, damages, liabilities, claims or actions.

#### **9. CONTINGENCY PLANS.**

The Service provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider at Bank's discretion shall co-operate with the bank in case on any contingency.

#### **10. TRANSITION REQUIREMENT**

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at a cost as mutually agreed between the Parties in writing, for ensuring smooth switch over and continuity of services. The Bank may also require the Service Provider to enter into a Transition & Knowledge Transfer Agreement.

## **11. RELATIONSHIP BETWEEN THE PARTIES**

- a. It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal – Agent relationship by express agreement between the Parties.
- b. Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- c. None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- d. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- e. All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.
- f. For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto

## **12. SUB CONTRACTING**

12.1 Service provider has to obtain written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

12.2 Even in cases wherein subcontracting has been permitted by the Bank, Service Provider shall continue to be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also

responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard, by appointing a third party independent external auditor at its own cost, with prior written notice to the Service Provider.

12.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.

12.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.

12.5 Service Provider shall provide subcontracting details to the Bank and if required, Bank may evaluate the same. Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub- contractors.

12.6 The Bank reserves the right to ask Service Provider and Service provider shall change/ amend the clause(s), as mutually agreed between the Parties, entered between Service Provider and Subcontractor for Bank's suitability.

12.7 No subcontracting/purchases is permitted from the selected agency's group companies/subsidiaries.

### **13. INTELLECTUAL PROPERTY RIGHTS**

13.1 For any technology / software / product developed/used/supplied by Service provider for performing services or developing software for the Bank as part of this Agreement, service provider shall have right to use as well right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.

13.2 Without the Bank's prior written approval, Service provider will not use or incorporate in performing the Services link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy right license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

13.3 Service provide shall, at their own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial



design rights arising from use of the technology / software / products or any part thereof in India or abroad, for software developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, Service provider shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.

13.4 Service provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.

13.5 The Bank will give notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim and will at no time admit to any liability for or express any intent to settle the claim.

13.6 Service provider hereby grants the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate, modify and use software developed including its upgraded versions available during the term of this agreement by service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually

#### **14. INSPECTION AND AUDIT**

14.1 The Bank has the right after providing advance notice of 15 days to inspect, and test the infrastructure, software, and procedures being followed which inter- alia cover security aspect of the service provider for this engagement at any time, by appointing a third party independent external auditor or its own staff at its own cost.

14.2 The Bank may conduct audit of the Service Provider's records by appointing third party or Bank staff for any or all campaigns both media and commercial during normal business hours only related to the Services covered under this Agreement. Should any discrepancies or fraud be established as an outcome of this audit, SBI will have all the right to this audit, SBI will have all rights to claim all monthly retainership paid from beginning and pursue legal action.

14.3 Service provider shall, whenever required by the Bank, furnish all relevant information, records/data to such Bank's appointed auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Service provider in conjunction with the services provided to the Bank.

14.4 Where any deficiency has been observed during audit of the service provider in its processing facilities and operating practices, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and shall further certify in respect with resolution of the deficiencies.

## **15. SECURITY AND CONFIDENTIALITY**

15.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. All information relating to the accounts of the Bank’s customers shall be confidential information, whether labeled as such or otherwise.

15.2 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non- Disclosure Agreement as per the format attached in the Annexure J of the RFP.

15.3 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws

especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

15.4 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

15.5 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.

15.6 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

15.7 Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.

15.8 Where any Confidential Information was disclosed after receiving the written consent of the other Party.

15.8.1 Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.

15.8.2 Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.

15.9 Service provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project as notified by the Bank from time to time. Specific requirements will be shared upfront before the start of the work.

- 15.10 Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis Service provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software/ support.
- 15.11 The security aspect of the solution/software will be comprehensively reviewed periodically by the Bank, and Service provider shall carryout modifications / updates based on the security review recommendations on case to case basis.
- 15.12 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 15.13 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 15.14 Upon expiration or termination of the Agreement and on all amounts as due and payable to Service provider under the Agreement having been received by service provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.
- 15.15 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

## **16. OWNERSHIP**

- 16.1 Service provider will provide digital assets/insignias/creatives/videos developed specifically for the Bank, without any cost to the Bank, and it will be treated as the Property of the Bank, on full payment of the professional fees.

16.2 Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights.

16.3 Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian applicable copyright laws.

## **17. TERMINATION FOR DEFAULT AND LIQUIDATED DAMAGES**

17.1 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, if service provider, at any time, by giving a written notice of one month:

- i. fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or
- ii. if service provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than 30 days is given to service provider to rectify the defects or
- iii. Laxity in following security standards laid down by the Bank or
- iv. Excessive delay in execution of orders placed by the Bank or
- v. Discrepancies / deviations in the agreed processes and/or products or
- vi. Violation of terms & conditions stipulated in this Agreement

17.2 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered. However, service provider in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

17.3 In the event of termination of the Agreement, service provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

17.4 The Bank may at any time terminate the Agreement without giving written notice to Service provider, if Service provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to Service provider, provided that such termination will not prejudice or affect any right of

action or remedy, which has occurred or will accrue thereafter to the Bank on payment to the Service Provider for the services rendered.

17.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

17.6 In the event of termination of the Agreement for material breach by service provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

17.7 The Bank and the agency shall have the right to terminate the contract by way of issuing three months' notice during the currency of the engagement without assigning any reason.

17.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause ; and any right which a Party may have under the Applicable Law.

## **18 DISPUTE REDRESSAL MECHANISM & GOVERNING LAW**

18.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement, shall be settled amicably.

18.2 If the parties are not able to solve them amicably, either party shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

18.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the

arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.

18.4 Service provider shall continue work under the Agreement during the arbitration proceedings and the Bank shall make timely payments for the same, unless agreed otherwise in writing between the Parties or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained, or unless the same is so ordered by the arbitrator/arbitration panel, as the case may be.

18.5 Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

18.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

18.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

## **19 POWERS TO VARY OR OMIT WORK**

19.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation

without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

19.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service Provider proceeding with the change.

## **20 NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY**

No delay, failure or omission (in whole or in part) in exercising or pursuing any right or remedy under this Agreement will be construed as a waiver of that right or remedy.

## **21 LIMITATION OF LIABILITY**

21.1 For breach of any obligation mentioned in this agreement, in no event shall the Service Provider be held liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total cost of the project.

21.2 Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused and solely attributable to the Service Provider.

21.3 The limitations set forth in Clauses 21.1 shall not apply with respect to:

- Damage(s) occasioned by the gross negligence or wilful misconduct of Service Provider,



- Loss/Damages suffered by the Bank due to Non-Compliance of Statutory or Regulatory Guidelines by Service Provider.
- When a dispute is settled by the Court of Law in India.

21.4 Nothing in this Agreement seeks to limit or exclude liability for death or personal injury caused by negligence, for fraud or for any other type of liability that cannot be limited or excluded under applicable laws.

21.5 To the maximum extent permitted by law, neither party shall be liable to the other for any:

- Loss of actual or anticipated income;
- Loss of actual or anticipated profits;
- Loss of contracts; or
- Special, indirect or consequential loss or damage of any kind, howsoever arising in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, breach of data privacy laws and including under the indemnity obligations under this Agreement.

21.6 Nothing in this Agreement shall exclude or limit either Party's liability for claims for payments due but unpaid.

## **22 FORCE MAJEURE**

22.1 Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities, pandemic or other events beyond the reasonable control of non-performing Party shall not be deemed as default.

22.2 If Force Majeure situation arises, the non-performing party shall promptly notify within 15 days (Term, in days) to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

223 If the Force Majeure situation continues beyond 30 days, the either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement

## 23 NOTICES

23.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

- i. When hand delivered during normal business hours of the recipient, acknowledgment taken.
- ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of Service provider's office at Mumbai, or any other place advised by Service provider to the Bank from time to time.
- iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

23.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

General Manager  
(CC&M)  
Marketing and Communication Dept.  
9<sup>th</sup> Floor State Bank Bhavan  
Madame Cama Road  
Nariman Point  
Mumbai-400021

(b) In case of service provider

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23.3 In case there is any change in the address of one party, it shall be communicated in writing to the other party with in 3 (days).

## 24 PENALTY CLAUSE

24.1 Month on month delivery of the solution and performance of the services made by the Service Provider shall be in accordance with the time schedule, technical specification, scope of the project, achievement of at least 90% deliverables of campaign, publishing FLR, publishing authorized content/creatives and other terms & conditions as specified in the Contract and the attached SOW, TAT sheet (Annexure B). Any instances in failure of performing the obligation or defect, solely attributable to any act/omission by the Service Provider, in its performance may result in deduction from the retainership fee of that particular job list (as more particularly defined in Clause 3.1 of the Agreement) , as penalty which a sum equivalent to 2% of the payable agency commission/fees for that particular Job list or part thereof, maximum up to 10% of the agency commission/ fee for the particular job list. For avoidance of doubt, it is hereby clarified that this clause does not apply to any third-party payments including but not limited to media spends, made by the Service Provider to third parties on behalf of the Bank and no penalty shall be levied on such amount.

24.2 The Bank shall, without prejudice to its other remedies under the contract invoke the Performance Bank Guarantee which the Service Provider has furnished in favor of the Bank. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract and amicable discussion with the Service Provider.

24.3 In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, services similar to those not delivered by the Service Provider. However, the Service Provider shall continue the performance of the contract to the extent not terminated.

## **25 CONFLICT OF INTEREST**

- 25.1 Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.
- 25.2 Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Service Provider shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.
- 25.3 Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 25.4 The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.
- 25.5 The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement

## **26 GENERAL TERMS & CONDITIONS**

- 26.1 **PUBLICITY:** Service provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

26.2 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

26.3 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

26.4 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

26.5 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

26.6 ENTIRE AGREEMENT: This Agreement, including all Work orders, Exhibits, Annexures, RFP and other documents or communications incorporated herein, represents the entire agreement for the services of between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.

26.7 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

26.8 EFFECTIVE DATE: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.

26.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

26.10 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

26.11 The agency will provide all creative and publicity & promotional material in necessary formats as would be required and conveyed by the Bank.

26.12 The agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. SBI will not be a party to any disputes arising out of copyright violation by the agency, unless the images or creatives are provided by the Bank to the Agency.

26.13 The agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this Agreement and the attached SOW. SBI may assist the agency in this regard, wherever possible.

26.14 The agency will at no time resort to plagiarism. 'SBI' will not be a party to any dispute arising on account of plagiarism resorted to by the agency, unless the content is provided to the Agency by the Bank.

26.15 Fee/commission for executing various ads/campaigns/contests would be a part of agency commission. However, cost of media buying/image purchase, etc. including Taxes/GST will be borne by SBI subject to prior approval.

#### 26.16 **DATA PROTECTION**

To the extent that one party ("**Data Supplier**") passes to the other party ("**Data Receiver**") any Personal Information or Sensitive Personal Information (as defined in the IT Act 2000) pursuant to this Agreement:

The Data Supplier represents and warrants that:

- it has notified the individuals of the circumstances and purposes of collection or has obtained such permissions and consents required to enable both parties to use, disclose or transfer such Personal Information or Sensitive Personal Information including disclosure and transfers to third parties as required to provide the Services and transfers to territories

outside of the Territory in connection with the Services and any other purposes as stipulated in this Agreement; and

- if the Data Supplier receives any requests as described in clause below which may be relevant to the Data Receiver, it shall notify the Data Receiver of any such requests in a timely manner and must ensure its websites include adequate privacy policies at all times.

The Data Receiver agrees that it shall:

- Process the Personal Information in accordance with Data Supplier's reasonable instructions;
- Provide reasonable assistance to Data Supplier to respond to a data subject's request to correct an error or omission in Personal Information or to withdraw consent to the collection, use or disclosure of Personal Information under this Agreement;
- Take all appropriate steps to implement and maintain reasonable security arrangements for the protection of Personal Information in accordance with the IT Act 2000.

#### 26.17 **ANTI-BRIBERY**

Each party warrants and undertakes that:

- It will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act 1988 of India ("Relevant Requirements"); and
- It has and shall maintain in place throughout the Term all policies and procedures necessary to ensure compliance with the Relevant Requirements.

26.18 **RFP Terms:** Notwithstanding anything contrary provided in this agreement, all the terms and conditions and obligations to be complied with and discharged by the agency in terms of the **CC/M&C/2022-23/01** dated 21.05.2022 shall be binding upon the agency as if such terms and conditions and obligation constitute an integral part of this agreement. Any default or breach of those terms and conditions by the agency will be constituted as a default breach of this agreement by the agency. In the event of any conflict or inconsistency between this Agreement and the RFP, the terms of RFP shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

**State Bank of India**

**(Service Provider)**

**By:**

**Name:**

**Designation:**

**Date:**

**By:**

**Name:**

**Designation:**

**Date:**



**SERVICE PROVIDER'S SCOPE OF WORK**

This Statement of Work (“SOW”) dated the last date of signature below, is made pursuant to and is governed by the Services Level Agreement dated: \_\_\_\_\_, effective from ..... (“SLA”) entered between **State Bank of India (“Client”)** and \_\_\_\_\_ (“Agency”).

**The parties hereby agree as follows:**

**1. Effect of SOW**

1.1 Client wishes to obtain and Agency has agreed to provide the Services as described in this SOW in accordance with the terms of the SLA/PFP.

1.2 Any conflict between the terms and conditions of this SOW and the terms of the SLA and RFP shall be dealt with in accordance with the clauses of the SLA & RFP, subject to any express written statement in this SOW that states that a part of this SOW prevails over the SLA’s Terms and Conditions.

1.3 Unless the context requires otherwise, capitalized terms undefined in this SOW will have the meaning given to them in the SLA/RFP.

**2. Services and Deliverables**

The scope of work includes but is not limited to the following:

- The agency shall design and execute marketing campaigns on all offline media platforms viz. Print, TV, Radio, outdoor or any other alternate/emerging media based on the requirements of the Bank. The agency is not required to design/execute the campaigns in digital media platforms.
- The agency shall undertake all activities like scanning of Marketing environment, SWOT analysis, competitor analysis, establishing objectives of the campaigns, formulating strategies, identify suitable media channels etc for execution of the campaigns.

- The agency should provide prevailing rate charts etc for various publishers/ platforms and provide the reach/readership/viewership data as available with Industry recognized bodies. The agency shall recommend the most efficient and cost-effective media mix selection based on the business requirement of the Bank.
- The agency shall be responsible for negotiation, purchase, and management of properties across the media platforms.
- The agency shall, in consultation with the Bank, set-up key benchmarks based on the industry standards for evaluation of the campaign. The agency shall monitor the campaign performance and suggest corrective action, if required. At the end of each campaign, the agency should provide comprehensive post evaluation analysis and detailed MIS/ performance report.
- The agency is not required to make creatives for the campaign.
- The agency should provide a dedicated team for handling SBI work under this RFP.

**3. Term of SOW**

Start date of Services \_\_\_\_\_

End date of Services: \_\_\_\_\_

**4. Fees & Payment Terms**

**As defined in clause 4 of this agreement.**

The Client shall be responsible for the payment of the entire media cost payable to the media vendors and the Fee payable to the Agency, irrespective of the success of the campaign.

**The parties agree to the terms of this SOW, read with the terms of the SLA.**

Agreed to and accepted by:

Agreed to and accepted by:

Name:

Name:

Title:

Title:

Date of signature:

Date of signature:

State Bank of India

(Service Provider)

**ANNEXURE B**

**TAT SHEET**

Particulars	Timelines
Campaign Designing and Execution	To be decided based on mutual discussion between the client and the service provider
Campaign Planning/Suggesting Media Mix	3 Working Days post receiving the media brief from the client.
Campaign Tracking/ Reports etc	<p>i. Daily performance tracker to be shared once the event/campaign goes live.</p> <p>ii. Weekly performance reports once the campaign is live along with corrective suggestions, if required.</p> <p>iii. Comprehensive report to be shared along with all relevant backup papers 5 days after the campaign has ended.</p>

**ANNEXURE C**

**TEAM STRUCTURE AND ESCALATION**

The Service Provider to provide the Team structure and the Escalation matrix

**ANNEXURE D**

**NON-DISCLOSURE AGREEMENT**

This agreement made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**BETWEEN**

**STATE BANK OF INDIA**, a corporation constituted under State Bank Of India Act,1955 and having its Central Office at Corporate Centre, Madam Cama Road, Nariman Point, Mumbai-400 021 (hereinafter referred to as “**SBI**” or the “**Disclosing Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

**AND**

\_\_\_\_\_ (hereinafter referred to as the “**Receiving Party**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **OTHER PART**

The Receiving Party and SBI are hereinafter collectively referred to as “The Parties” and individually as “the Party”

**WHEREAS:**

The Parties intend to engage in discussions concerning the possible establishment of a business relationship between themselves and the Receiving Party is seeking to be engaged as \_\_\_\_\_ in relation to the Request for Proposal issued by the Disclosing Party for the said engagement (“**Transaction**”). In the course of such discussions and negotiations, it is anticipated that the Disclosing Party may disclose

or deliver to the Receiving Party certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to understand the business of the Disclosing Party and evaluate the feasibility and/or submit their proposals for such Transaction (hereinafter referred to as “the Purpose”).

**NOW, THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. Confidential Information:** “Confidential Information” means all information disclosed/furnished by the Disclosing Party to the Receiving Party in connection with the Transaction. Confidential Information shall include any copy, abstract, extract, sample, note or module thereof.

The Receiving Party may use the Confidential Information solely for and in connection with the Purpose. Upon execution of this Agreement, the Disclosing Party agrees to first disclose the names of the Credits for clearance with the Receiving Party’s compliance team, prior to disclosure of any other Information.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show : (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) is rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) is rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) is developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is disclosed pursuant to an order of a court or governmental agency or regulatory authority as so required by such order , provided that the Receiving Party shall, to the extent permitted by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

**2. Non-disclosure:** The Receiving Party shall not disclose any Confidential Information or any materials derived therefrom to any other person or entity other than persons in the direct employment of the Receiving Party, or its affiliates, or their directors, auditors who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to its advisors, consultants, financiers, co-investors only for the Purpose mentioned hereinabove and only if such persons have executed a Non-Disclosure Agreement with the Receiving Party or owe a professional duty of obligation to the Receiving Party. The Receiving Party shall take appropriate measures by instruction prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party promptly if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of terms of this Agreement.

**3. Publications:** Except as permitted herein, neither party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

**Term:** This Agreement shall be effective from the date hereof and shall continue in perpetuity or till the execution of a definitive agreement in relation to the Transaction with the selected agencies. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any or all disclosures of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof save to the extent required to be retained pursuant to applicable law and regulation. The Receiving Party shall continue to treat Confidential Information as confidential until such information enters the public domain



**4. Title and Proprietary Rights:** Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information.

**5. Remedies:** The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees, in addition to all other remedies provided at Law or in equity, the Disclosing Party shall be entitled to seek injunctive relief hereunder.

**6. Entire Agreement, Amendment, and Assignment:** This Agreement constitutes the entire Agreement between Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted here under shall be assignable or otherwise transferable.

**7. Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India and subject to the jurisdiction of the competent courts at Mumbai.

**8. General:** In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copy rights or any right of third persons.

**In witness whereof,** the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of State Bank of India

(Designation)

For and on behalf of (Agency)

(Designation)