

## CONSULTANCY ENGAGEMENT

06 February 2023

### **The Consultant**

#### **Mr Aditya Sharma**

136 – Pushpanjali Nagar Phase-111,  
Avadhपुरi, Shahganj,  
Agra - 282010

### **The Client**

Council on Energy, Environment and Water  
ISID Campus, 4, Vasant Kunj Institutional Area  
New Delhi – 110070  
India

**Attn.:** Mr Aditya Sharma

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**Contact:** Dr Arunabha Ghosh

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### **Sub: Engagement as Consultant, Council on Energy, Environment and Water**

CEEW wishes to engage you as a “**Consultant**” to obtain your Services as per the following terms and condition mentioned in this Engagement Letter (“**Letter**”):

#### **1. Position and Duties**

- (a) Your engagement as a Consultant will commence as on from the effective date of 06 March 2023 (“Commencement Date”) till 05 September 2024.
- (b) Service(s) to be provided by you are set out in Schedule 1 (“Services”) to this Letter. CEEW may vary your Services from time to time after discussion with you and mutual agreement in this regard. CEEW may also request you from time to time to sign certain other relevant agreements / undertakings which are required by CEEW to meet its statutory obligations and you confirm and undertake to sign the same.
- (c) You must act in the best interests of CEEW and under the supervision and with the prior approval of the following persons who shall also act as your primary contacts until and unless modified at the sole discretion of CEEW: Ms Tanushree Ganguly, Programme Lead, CEEW.

#### **2. Remuneration and Term**

As remuneration for the Services provided by you, CEEW shall:

- (a) Pay you a consultancy fee of **INR 89,000 (Rupees Eighty Nine Thousand Only)** per month for the contract period.

The Consultancy Fee will be payable after receipt of an invoice at the end of each month from you which shall include a timesheet containing reasonable details.

The Consultancy Fee will be subject to deduction of applicable taxes under the provisions of the Income Tax Act, 1961. The consultancy fee is inclusive of all taxes.

- (b) You shall have no legal interest or rights in or to any profits, losses or revenues of CEEW. You shall not be entitled to participate in or receive any benefit or right as a CEEW employee under any CEEW employee benefit and welfare plans, including, without limitation, employee insurance, pension, savings, provident fund and security plans as a result of you entering into this Letter.
- (c) All official travel in furtherance of the Services must be approved in advance (in writing) by CEEW.
- (d) The term of your engagement as a Consultant will be from the commencement date until 05 September 2024.
- (e) You hereby agree that in case any demand is made on CEEW for any acts done by you under this Letter for which CEEW's prior approval has not been obtained, and CEEW is made liable to pay any sum to a third party or where CEEW suffers any damages/losses, then CEEW may deduct the amount paid to such third party or on account of such damages/losses suffered from the payment payable to you.

### **3. Performance responsibility and conflict of interest**

- (a) The provisions included in this Letter will apply only between you and CEEW and the responsibilities, functions or authorities cannot be assigned or in any other way transferred to third parties without the prior written approval of CEEW.
- (b) You understand that the Services to be provided by you hereunder constitute part of CEEW's programme to make the operational structure of CEEW function to a satisfactory standard. In this regard, CEEW may also hire or engage other professionals, personnel and consultants and you agree to coordinate your Services, in all reasonable respects, with services to be provided by other such professionals, personnel and consultants.
- (c) CEEW shall exercise general supervision for the purposes of performance of Services covered under this Agreement. You shall also take into account directions issued from time to time by CEEW or any authorised representative of CEEW.

### **4. Termination**

CEEW is not hereby offering you a lifetime employment or employment for a fixed or implied period of time. You may terminate your employment at any time, subject to a written notice of 60 (Sixty) days in advance. In the event that CEEW would like to terminate your employment on account of performance issues related to work or behaviour, CEEW will have the discretion to relieve you by serving a 30 (Thirty) days' notice period or pay in lieu of the notice period. However, upon termination of your employment, CEEW will have no further obligations to you under this letter of agreement.

Further, it is agreed by the parties that CEEW will have the right to terminate this Letter forthwith in the event the Consultant has breached any terms and conditions of this Letter.

Immediately, upon any such termination of this Letter, you shall not use CEEW's name in any manner whatsoever. It is hereby understood that Clauses 6, 7 and 10 of this Letter, and / upon acceptance thereof, shall survive termination / expiration of this Letter.

## 5. Return of Property

Upon termination of this Letter for any reason, you must immediately return to CEEW, any of CEEW's property including but not limited to keys, security passes, laptops, discs, pen drives, files, notes, documents, records, computer records, computer software, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items relating to the affairs of CEEW which is in your possession or control except if instructed otherwise by CEEW. In the case of documents, computer records and other information and computer software you must not keep any copies or parts thereof and return the same to the satisfaction of CEEW.

## 6. Confidentiality and Restraints

- (a) You shall, at all times during the term of this Letter with CEEW and thereafter, hold in strictest confidence, and not use, except for the benefit of CEEW, or disclose to any person, firm, corporation or legal entity without the prior written consent of CEEW, any Confidential Information, including Proprietary Information of CEEW.
- (b) 'Proprietary Information' means any CEEW technical data, trade secrets or know how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, clients of CEEW on whom you have met or with whom you have become acquainted during engagement), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets or other information disclosed to you by CEEW either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by CEEW during the period of your engagement. Proprietary Information will also include, but is not limited to, information pertaining to any aspects of CEEW's affairs which is either information not known by actual or potential competitors of CEEW or is proprietary information of CEEW or its customers or suppliers, whether of a technical nature or otherwise. Further, it will include, all analyses, compilations, studies, reports, research, results, records or other documents or materials which contain, or are prepared on the basis of, any information or material which CEEW furnished to you or prepared by or for you based on information or material which CEEW furnished to you.
- (c) For the purposes of this Letter, the term "Confidential Information" means: (i) information or material that gives or could give CEEW some competitive advantage or the disclosure of which could be detrimental to CEEW's interests; (ii) information or material which is owned by CEEW or in which CEEW has an interest (including information or material you conceive, originate, discover or develop in whole or in part while rendering the Services as per the Letter to CEEW; and (iii) Proprietary Information.
- (d) Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of CEEW or of others who were not under confidentiality obligations as to the item or items involved or improvements or new versions thereof or any submission required and directed by the court of law.
- (e) You must maintain proper and secure custody of all Confidential Information and use highest endeavours to prevent the use or disclosure of any Confidential Information by or to third parties.
- (f) You must immediately deliver to CEEW all documents or other things in your possession, custody or control and on which any Confidential Information is stored or recorded, whether in writing or in electronic or other form, upon termination/expiration of this Letter with CEEW or at any time on the request of CEEW; or if requested by CEEW, instead of delivering the Confidential Information to

CEEW, destroy the Confidential Information (in the case of data stored electronically or in other form, by erasing it from the media on which it is stored such that it cannot be recovered or in any way reconstructed or reconstituted) and certify in writing to CEEW that the Confidential Information, including all copies, has been destroyed.

## **7. Intellectual Property Rights**

All right, title and interest in and to all tangible and intangible Services and service products, developed or produced by you during the term of this Letter and association with CEEW including any analysis, review, specifications, drawings, models, samples, data, formula, computer programmes, inventions, works of authorship, reports or any documentation, and all right, title and interest in and to patents, copyrights, trade secrets, trademarks and other Intellectual Property derived from such services and work products shall belong to CEEW and where required shall be promptly transferred by you in favour of CEEW. All such materials shall belong exclusively to CEEW, with CEEW having the right to obtain and hold in its name patents, copyrights, registrations or other such protection as may be appropriate to the subject matter, and any extensions and renewals thereof. You also agree to execute, in this regard, all relevant documents and give CEEW and any person designated in writing in this respect by CEEW all reasonable assistance, at CEEW's expense, that may be required or helpful to perfect the rights of CEEW.

"Intellectual Property" as used in this Letter shall include but not be limited to -

- (i) all discoveries, authorship, developments, designs, improvements, inventions, blueprints, formulae, processes, techniques, strategies, know-how and data, whether or not registerable or patentable under copyright or patent or similar statutes, any and all trademarks, service marks, trade names, domain names, names and logos, trade dress, mask works, trade secrets, patents, designs, copyrights, non-registered trademarks and other intellectual property, know-how, and processes whether or not registerable under any statutory provision under the laws of any country or jurisdiction in the world;
- (ii) all computer applications, programmes and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items; and
- (iii) any common-law rights arising from the use of the foregoing, any rights commonly known as the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened infringement or misuse of the foregoing by any person relating to the foregoing.

## **8. Independent Contractor Status**

For purposes of this Letter and all Services to be provided hereunder, the Consultant shall not be considered a partner, co-venturer, agent, employee of CEEW, but shall remain in all respects an independent contractor, and neither party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party.

## **9. Arbitration**

All disputes and differences arising under this Letter shall be referred to a sole arbitrator for Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitrator shall be

appointed by CEEW. The seat of Arbitration shall be in New Delhi. The decision of the Arbitrator shall be final and binding.

## 10. Governing Law and Jurisdiction

This Letter shall be governed by, subject to, and construed according to the laws of India and courts of Delhi shall have exclusive jurisdiction to try any dispute arising out from this letter. If any term or provision of this Letter is held to be illegal or unenforceable, the remainder of the agreement shall not be affected.

## 11. Entire Agreement, Amendment, Severability and Prior commitments

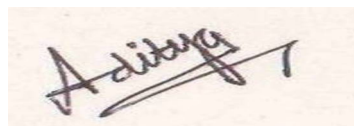
- (a) This Letter (including Schedule 1 hereto) is the sole agreement between you and CEEW with respect to the Services to be performed hereunder and this supersedes all prior agreements and understandings with respect thereto, whether oral or written. Please sign a copy hereof and return to CEEW as your acceptance of the same. No modification to any provision of this Letter shall be binding unless in writing and signed by the parties. No waiver of any rights under this Letter will be effective unless in writing signed by the party to be charged.
- (b) All of the terms and provisions of this Letter shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that your duties and responsibilities for the Services under this Letter are of a personal nature and shall not be assignable or delegable in whole or in part
- (c) If any provision of this Letter or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Letter which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.
- (d) You confirm that no prior commitment, terms, conditions or representations prevents you in any manner from performing the Services contemplated under this Letter.

**For CEEW**



Name: Dr Arunabha Ghosh  
Date: 06 February 2023

**For Consultant**



Name: Mr Aditya Sharma  
Date: 06 February 2023

## SCHEDULE 1 (“SERVICES”)

### Terms of Reference

#### Consultant

#### About CEEW

The [Council on Energy, Environment and Water \(CEEW\)](#) is one of Asia’s leading not-for-profit policy research institutions. **The Council uses data, integrated analysis, and strategic outreach to explain — and change — the use, reuse, and misuse of resources.** The Council addresses pressing global challenges through an integrated and internationally focused approach. It prides itself on the independence of its high-quality research, develops partnerships with public and private institutions, and engages with the wider public.

The Council’s illustrious Board comprises Mr Jamshyd Godrej (Chairperson), Mr Tarun Das, Dr Anil Kakodkar, Mr S. Ramadorai, Mr Montek Singh Ahluwalia, Dr Naushad Forbes, Ambassador Nengcha Lhouvum Mukhopadhaya, and Dr Janmejaya Sinha. The 190-plus executive team is led by [Dr Arunabha Ghosh](#). CEEW was certified as a **Great Place To Work®** in 2020 and 2021.

In 2021, CEEW once again featured extensively across ten categories in the *2020 Global Go To Think Tank Index Report*, including being ranked as **South Asia’s top think tank (15<sup>th</sup> globally) in our category for the eighth year in a row**. CEEW has also been ranked as South Asia’s top energy and resource policy think tank for the third year running. It has consistently featured among the world’s best managed and independent think tanks, and twice among the world’s 20 best climate think tanks.

**In twelve years of operations**, The Council has engaged in 278 research projects, published 212 peer-reviewed books, policy reports and papers, created 100+ new databases or improved access to data, advised governments around the world nearly 700 times, promoted bilateral and multilateral initiatives on 80+ occasions, and organised 350+ seminars and conferences. In July 2019, Minister Dharmendra Pradhan and Dr Fatih Birol (IEA) launched the [CEEW Centre for Energy Finance](#). In August 2020, [Powering Livelihoods](#) — a CEEW and Villgro initiative for rural start-ups — was launched by Minister Mr Piyush Goyal, Dr Rajiv Kumar (NITI Aayog), and H.E. Ms Damilola Ogunbiyi (SEforAll).

**The Council’s major contributions include:** The 584-page *National Water Resources Framework Study* for India’s 12<sup>th</sup> Five Year Plan; the first independent evaluation of the *National Solar Mission*; India’s first report on global governance, submitted to the National Security Adviser; irrigation reform for Bihar; the birth of the Clean Energy Access Network; work for the PMO on accelerated targets for renewables, power sector reforms, environmental clearances, *Swachh Bharat*; pathbreaking work for the Paris Agreement, the HFC deal, the aviation emissions agreement, and international climate technology cooperation; the concept and strategy for the International Solar Alliance (ISA); the Common Risk Mitigation Mechanism (CRMM); critical minerals for *Make in India*; modelling uncertainties across 200+ scenarios for India’s low-carbon pathways; India’s largest multidimensional energy access survey (ACCESS); climate geoengineering governance; circular economy of water and waste; and the flagship event, Energy Horizons. It recently published [Jobs, Growth and Sustainability: A New Social Contract for India’s Recovery](#).

**The Council’s current initiatives include:** A go-to-market programme for decentralised renewable energy-powered livelihood appliances; examining country-wide residential energy consumption patterns; raising consumer engagement on power issues; piloting business models for solar rooftop adoption; developing a renewable energy project performance dashboard; green hydrogen for industry decarbonisation; state-level modelling for energy and climate policy; reallocating water for faster economic growth; creating a democratic demand for clean air; raising consumer awareness on sustainable cooling; and supporting India’s electric vehicle and battery ambitions. It also analyses the energy transition in emerging economies, including Indonesia, South Africa, Sri Lanka and Vietnam.



**The Council has a footprint in 22 Indian states**, working extensively with state governments and grassroots NGOs. It is supporting power sector reforms in Uttar Pradesh and Tamil Nadu, scaling up solar-powered irrigation in Chhattisgarh, supporting climate action plans in Gujarat and Madhya Pradesh, evaluating community-based natural farming in Andhra Pradesh, examining crop residue burning in Punjab, promoting and deploying solar rooftops in Delhi, Bihar and Meghalaya.

At CEEW, we are deliberate about what we stand for (and what we don't stand for!) as an employer. So, if the below description strikes a chord, we would love to hear from you!

We offer strong visionary leadership – with emphasis on research and impact at scale

- We actively promote leadership by initiative
- We celebrate talent and ambition
- You will be surrounded by smart people who will challenge you and help you grow
- You will learn faster than your peers in other organisations
- Curiosity and irreverence as well as responsibility come together at CEEW
- You will get above-market remuneration
- We provide a safe space for all
- At CEEW, your life is your example for others

**Designation offered:** Consultant

**Duration:** 18 months

**Reporting to:** Programme Lead, Risks and Adaptation, Air Quality

**Location:** Agra

**Purpose:**

The Air Quality team at CEEW aims to strengthen air quality management in India by

- 1) Plugging critical data and information gaps,
- 2) Building technical and enforcement capacity of institutions, and
- 3) Equipping citizens with information that can transform them into agents of change.

CEEW is working with the Department of Environment, Forests and Climate Change (DoEF&CC), Government of Uttar Pradesh (GoUP) to improve air quality in the state. The team seeks to hire a dedicated researcher and a go-getter to support the team's state level engagement. The candidate will collaborate with DoEF&CC and CEEW personnel to undertake relevant research, identify and consult stakeholders, and conduct techno-economic and feasibility assessments. The candidate will also have to design and conduct studies to evaluate the impact of potential air quality solutions. The role offers an excellent opportunity to work with state and city administrations to ideate, co-create and implement solutions for clean air.

**Job Duties and Accountabilities**

***Research and programme assistance***

- To understand the requirements from DoEF&CC in all works related to implementation of clean air action plans in the state
- To track and document best practices being adopted by cities across the globe to mitigate air pollution
- To understand the existing regulations and guidelines governing management of air pollution.

- To set up a mechanism for collecting and analysing relevant data from different departments to track Uttar Pradesh's progress towards meeting its clean air goals.
- To conduct research on innovative technical solutions for air quality improvement.
- To assess the economic implications of deployment of identified solutions
- To assess the barriers in deployment of identified solutions
- To design solutions for strengthening the enforcement of existing regulations and improving coordination among various departments within the cities as well as state.
- To provide research content for the organisation's web pages, blogs, issue briefs, etc
- To engage with relevant stakeholders from industries, policy experts, academicians and other stakeholders
- To assist CEEW's Air Quality team's outreach efforts at the state level. This will also include conceptualisation of training modules and organisation of training workshops.

CEEW operates in a dynamic environment and the candidate will be required to show flexibility in undertaking a variety of tasks.

For CEEW



**Name: Dr Arunabha Ghosh**

Date: 06 February 2023

For Consultant



**Name: Mr Aditya Sharma**

Date: 06 February 2023