

GIFTABLED FOUNDATION — STANDARD TERMS & CONDITIONS FOR

These Terms & Conditions apply to all trainer empanelment proposals submitted to GiftAble Foundation. Submission of a proposal constitutes acceptance of all terms. The version published on the RFP release date governs the relevant engagement.

1. NATURE OF ENGAGEMENT

1.1	Trainers are engaged by GiftAble Foundation on a contract basis for structured training delivery to Persons with Disabilities (PWDs). This engagement does not constitute employment, partnership, or joint venture of any kind.
1.2	Empanelment does not guarantee any minimum number or volume of assignments, sessions, or income. Engagements shall be offered based on programme requirements, and the organisational priorities at GiftAble Foundation's discretion.
1.3	Each assignment shall be governed by a separate written Service Agreement executed between GiftAble Foundation and the trainer, specifying the scope of work, deliverables, fees, duration, and delivery schedule. Execution of the Service Agreement by both parties shall be mandatory, and no training activity shall commence until the Service Agreement has been duly signed by both parties. These Terms shall form the baseline terms and conditions for each assignment and shall be deemed incorporated into every such Service Agreement.

2. EMPANELMENT PROCESS

2.1	Proposals are evaluated through a structured, merit-based process on: domain expertise, training experience, course design, inclusive pedagogy, accessibility competency, and commercial reasonableness.
2.2	GiftAble Foundation reserves the right to accept, reject, or cancel any RFP, shortlist any number of applicants, or discontinue the process at any stage without assigning any reason. No applicant has any claim to empanelment based solely on proposal submission.
2.3	Successful applicants receive a formal Empanelment Letter and must execute a Service Agreement before any training activity begins.
2.4	Initial empanelment is for one (1) year from the Empanelment Letter date, renewable annually subject to performance review and organizational requirements.

3. FEES, PAYMENT & TAXES

3.1	Fees are payable per the individual Service Agreement. Payments are conditional on satisfactory delivery, valid tax invoice, and written confirmation of session completion from GiftAble Foundation's Programme Coordinator.
3.2	All payments shall be subject to TDS at the applicable rates prevailing under the Income Tax Act, 1961. Trainers must submit a valid PAN linked with Aadhaar before the release of the first payment. Where a valid PAN is not furnished or is otherwise not operative, TDS shall be deducted at the higher rate prescribed under the applicable income-tax laws (currently 20%, wherever applicable).
3.3	GST compliance shall be the sole responsibility of the trainer. GiftAble Foundation shall not be liable for any GST-related penalties, interest, or other consequences arising from the trainer's non-compliance with applicable GST laws.
3.4	Invoices must be submitted within 7 days of completion of the relevant session or milestone. GiftAble Foundation shall have 5 business days from the date of receipt of the invoice to raise any dispute or seek clarification. Undisputed invoices shall be processed for payment within 30 days of receipt of the complete and correct invoice.
3.5	GiftAble Foundation is not liable for any costs incurred by trainers in preparing or submitting proposals, attending shortlisting, or any other pre-engagement activity.

4. CONFIDENTIALITY & DATA PROTECTION

4.1	Trainers must maintain strict confidentiality of all GiftAble Foundation information — including learner data, disability and health profiles, programme designs, financial information, and organizational affairs — during and for 3 years after the engagement.
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4.2	Learner personal data (names, contact details, disability profiles, assessment records) is GiftAble Foundation's exclusive property. Trainers may not retain, copy, share, or use learner data for any purpose outside the assigned programme.
4.3	Trainers must promptly notify GiftAble Foundation of any actual or suspected data breach.

5. RECORDING USAGE & ACCESS CONTROL

5.1	All session recordings, including video, audio, and screen captures, shall be the exclusive property of GiftAble Foundation. GiftAble Foundation may use, reproduce, store, share, and publish such recordings at its discretion, including for use with current and future learners, candidates, staff, partners, and funders, as well as on public or open-access platforms such as its website, learning portal, and social media channels. By accepting these Terms, the trainer provides consent to such use of the recordings, including the use of their voice, name, and on-screen image, without any additional fee, royalty, or requirement for further approval.
5.2	Download access to session recordings shall be disabled at all times. Learners shall have view-only access and shall not be permitted to download, screen-record, reproduce, copy, or otherwise capture or distribute the recordings by any means.
5.3	GiftAble Foundation may reuse, adapt, edit, caption, translate, re-upload, reproduce, or redistribute session recordings, in whole or in part, for any future batch, programme, or legitimate organizational purpose, at its sole discretion, without requiring further consent from or making any additional payment to the trainer. The trainer shall not reuse, reproduce, resell, publish, share, or distribute any session recording, in whole or in part, without the prior written consent of GiftAble Foundation.
5.4	GiftAble Foundation may retain, archive, or delete session recordings at its discretion, subject to applicable laws and organisational policies. No fixed retention or deletion period shall apply to GiftAble Foundation. The trainer shall delete all copies of the recordings in their possession or control, including copies stored on personal devices, local storage, cloud storage, or third-party platforms, within 7 days of the final session. The trainer shall provide written confirmation of such deletion within 5 business days of completing the deletion.
5.5	All session recordings shall remain the exclusive property of GiftAble Foundation. Any use, retention, reproduction, disclosure, or distribution of such recordings by the trainer or any third party shall require the prior written consent of GiftAble Foundation. Any unauthorised use, retention, disclosure, reproduction, or distribution of the recordings shall constitute a material breach of the Service Agreement and may result in appropriate action in accordance with the Agreement and applicable law.

6. INTELLECTUAL PROPERTY

6.1	GiftAble Foundation shall retain full ownership of all teaching content, curriculum frameworks, slide decks, exercises, assessments, and other training materials specifically prepared, adapted, or developed for the delivery of a GiftAble Foundation programme, whether created before or during the engagement. Nothing in this clause shall be construed as transferring ownership of the trainer's pre-existing materials, professional expertise, subject-matter knowledge, skills, or general teaching methodology to GiftAble Foundation.
6.2	Trainers shall be free to teach the same or similar subject matter to other organisations, institutions, or learners during or after the engagement. GiftAble Foundation shall not impose any restriction on the trainer's professional practice or on the use or reuse of the trainer's own pre-existing content, materials, expertise, or teaching methodology, provided that such use does not involve the unauthorised use, disclosure, or distribution of GiftAble Foundation's confidential information or proprietary materials.

6.3	All bespoke deliverables specifically commissioned by GiftAble Foundation, including customised batch plans, learner workbooks, assessment tools, and other materials created specifically for a GiftAble Foundation programme, shall be the exclusive property of GiftAble Foundation. To the extent permitted under applicable law, all intellectual property rights in such deliverables shall vest in GiftAble Foundation upon creation, and the trainer hereby irrevocably assigns and transfers all such rights to GiftAble Foundation. The trainer shall not use, reproduce, publish, distribute, or share such deliverables outside the scope of this engagement without the prior written consent of GiftAble Foundation. This clause shall not apply to the trainer's pre-existing materials, general professional knowledge, expertise, skills, or teaching methodologies, which shall remain the property of the trainer.
6.4	All learner data and programme-specific records shall remain the exclusive property of GiftAble Foundation and shall not be retained, accessed, used, copied, disclosed, or shared by the trainer outside the scope of this engagement, except with the prior written consent of GiftAble Foundation or where required by applicable law.
6.5	Neither party shall use the other party's name, logo, trademarks, or brand identity in any external communication, publication, marketing, or promotional material without obtaining the other party's prior written consent.

7. CODE OF CONDUCT, INCLUSION & SAFEGUARDING

7.1	All empanelled trainers shall comply with GiftAble Foundation's Code of Conduct, including its strict zero-tolerance policy against discrimination, harassment, ableism, audism, abuse, or any other inappropriate conduct directed towards learners, staff, or other trainers.
7.2	Trainers shall treat all learners with dignity, respect, and fairness and shall not make assumptions about a learner's capabilities based on their disability or disability type. Trainers shall recognise that a disability does not, by itself, imply any cognitive limitation.
7.3	Trainers shall comply with all applicable safeguarding protocols and shall promptly report any concerns relating to learner safety, welfare, or well-being to GiftAble Foundation's designated Programme Coordinator.
7.4	Background verification may be conducted prior to empanelment. GiftAble Foundation reserves the right to decline or withdraw empanelment if the verification process reveals any information that is inconsistent with its safeguarding standards or raises concerns regarding the trainer's suitability to work with learners.
7.5	Trainers shall participate in GiftAble Foundation's Trainer Orientation, covering disability inclusion, awareness of assistive technologies, and accessible content-design standards relevant to the programme's learner cohort.

8. QUALITY ASSURANCE & TRAINER PERFORMANCE

8.1	GiftAble Foundation will conduct periodic quality reviews including peer observations, learner satisfaction surveys, and Programme Coordinator assessments. Feedback will be shared, and trainers will have an opportunity to address concerns before any action is taken.
8.2	GiftAble Foundation reserves the right to request trainer replacement with reasonable prior notice if performance, conduct, or learner feedback does not meet agreed standards.
8.3	Unexplained absence, cancellations, delayed commencement, or incomplete content coverage without prior written approval from the Programme Coordinator will result in proportionate fee deduction for affected hours.

9. SUBCONTRACTING

9.1	Subcontracting shall be permitted only with the prior written approval of GiftAble Foundation. Any approved subcontractor shall be bound by terms and conditions that are no less stringent than those applicable to the trainer under the Service Agreement, including obligations relating to confidentiality, data protection, safeguarding, intellectual property, and compliance with applicable laws.
9.2	The empanelled trainer shall remain fully responsible for the quality, conduct, and compliance of all training delivered under the engagement, including any training delivered by an approved subcontractor. Any fees, costs, or expenses payable to a subcontractor shall be the sole responsibility of the trainer and shall not be payable or reimbursable by GiftAble Foundation.

10. CONFLICT OF INTEREST, FRAUD & CORRUPTION

10.1	Applicants, trainers, and their representatives shall not engage in any corrupt, fraudulent, collusive or coercive practice in connection with this RFP, the empanelment process, or any resulting Service Agreement, including offering, giving, or accepting any bribe, gift, or improper inducement to or from any GiftAble Foundation representative.
10.2	Any actual or potential conflict of interest — including a family, business, or financial relationship with a GiftAble Foundation staff member, Trustee, or Evaluation Committee member — must be disclosed in writing at the time of proposal submission or as soon as it arises.
10.3	Any breach of this clause may result in disqualification, rejection of the proposal, termination of empanelment, forfeiture of any amounts due, debarment from future RFPs, and such other action, including legal action, as GiftAble Foundation considers appropriate.

11. FORCE MAJEURE

11.1	Neither party shall be liable for any failure or delay in performing its obligations under this RFP or a resulting Service Agreement where such failure or delay arises from an event beyond that party's reasonable control — including natural disaster, pandemic, government action, strike, or civil unrest — provided the affected party gives prompt written notice and takes reasonable steps to mitigate the impact.
11.2	If a Force Majeure event prevents performance for a continuous period exceeding 30 days, either party may terminate the affected Service Agreement by written notice, without penalty other than payment for services satisfactorily delivered up to that date.

12. TERMINATION

12.1	Either party may terminate the Service Agreement with 30 days' written notice. Immediate termination applies for material breach (uncured within 15 days), gross misconduct, safeguarding violations, or insolvency.
12.2	On termination, payment for satisfactorily completed and certified sessions will be processed within 30 days, subject to a no-objection confirmation from GiftAble Foundation.
12.3	Confidentiality (Clause 4), recording access control (Clause 5), and intellectual property (Clause 6) obligations survive termination of the Service Agreement.

13. DISPUTE RESOLUTION & GOVERNING LAW

13.1	These Terms and all Service Agreements are governed by the laws of India. Bangalore, Karnataka courts have exclusive jurisdiction.
13.2	Disputes shall first be resolved through good-faith negotiation within 30 days, failing which they proceed to binding arbitration under the Arbitration and Conciliation Act, 1996 (seat: Bangalore, language: English).

14. GENERAL PROVISIONS

14.1	Severability: If any provision is unenforceable, remaining provisions continue in full force.
14.2	Amendments: GiftAble Foundation may update these Terms. The version on the RFP release date governs that engagement. Trainers will be notified of material changes.
14.3	Entire Agreement: These Terms, together with the programme-specific RFP Cover and Service Agreement, constitute the entire understanding between parties, superseding all prior representations.
14.4	Non-Waiver: Failure to enforce any provision does not waive the right to enforce it subsequently.

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