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Service Agreement
Between
VoiceBridge Bangladesh Limited
&
Infolady Social Enterprise Limited
(iSocial)



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Revised

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1. Introduction

Infolady Social Enterprise Limited (iSocial) (hereinafter referred to as “iSocial”), with registered office at Level 13, UTC Building, 8 Panthopath, Tejgaon, Dhaka -1215, Bangladesh and present office address House 74 (3rd floor), Block H, Road 7, Banani, Dhaka -1213, Bangladesh, and VoiceBridge Bangladesh Limited., Bangladesh present office address Apt 3B, House 4/A. Road 96, Gulshan-2, Dhaka, Bangladesh has agreed to collaborate with the objective of offering a service of voice-based data input for local micro-entrepreneurs and transcribing it through the data freelancers of DataSense.

The objective of this agreement is to acquire initially 500 hours of voice-based data input for local micro-entrepreneurs and quality check of transcribed data. This would facilitate the data freelancers to generate income and collect diverse voice data through the freelancer's pool as well, a quality check of transcribed data. The remainder of this agreement details specific activities, liabilities, and budgets to support the collaboration between the two parties through mutual agreement.

2. Background of the Parties & Methodology

2.1. Infolady Social Enterprise Limited

A profitable social enterprise, working for building a country-wide network of entrepreneurs, freelancers and young professionals based on Bottom of Pyramids (BoP) market. We serve the BoP population with technology, products and services as well as assist both development and private sector partners with market insights.

2.2. Voicebridge

Voicebridge is an international software company in Saarbrücken developing voice-based applications and middleware. Their goal is to create voice user interfaces (VUIs) to bridge the digital divide: Millions of people, particularly in developing countries, are excluded from most kinds of digital services, be it due to the lack of basic education (illiteracy in Bangladesh, for example, has been estimated at more than 25% in 2016), for economic reasons (people can't afford the necessary devices), or because there is no infrastructure for web access at all in the first place. Voicebridge is now offering a service that enables these populations to use any telephone to call a local number and operate a web-based application just by talking to it.



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3. Objectives of the Collaboration

This agreement recognizes that DataSense will provide some selected freelancers to VoiceBridge Bangladesh Limited for collecting audio data and transcribing those files for the purpose of developing voice-based software and applications. VoiceBridge Bangladesh Limited. will get the tasks done by the chatbot/voice bot software, used to be conducted an online chat conversation via text or text to speech, in lieu of providing direct contact with a live human agent where a freelancer would act as a conversational partner over phone, data collector of these audio calls and transcriber of these audio files into text format.

DataSense will provide two different groups of freelancers; one is for voice data collection and the other is transcription. The voice bot software provided by VoiceBridge Bangladesh Limited. can detect natural human language, simulate conversation and transcribe them automatically. Freelance transcribers will ensure quality check of this transcribed data made by voice bot software. The freelancers will be compensated after acknowledging all the deliverables by VoiceBridge Bangladesh Limited.

4. Scope of Work

4.1. Developing the training materials:

i. For Audio data collection:

- Preparing well-structured written instruction manuals depicting rules and guidelines for audio data collection gig.
- Preparing a recorded complete training video/audio.

ii. For Transcription:

- Preparing well-structured written instruction manuals depicting rules and guidelines for transcription gig.
- Preparing a recorded complete training video/audio.



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4.2. Selection and onboarding of the freelancers (Audio data collection and Transcription)

DataSense will select the freelancers from its pool. This selection process will consider the availability and experience, age, locality of the candidates, and evaluate the capability of the candidates in conducting the designed tasks.

4.3. Collecting audio files (initially 500 hours)

- Making voice calls and interacting with a voice AI chatbot with voice commands and relevant responses.
- Reserving these voice calls
- Divide the audio datasets into 10 hours each for measuring quality assurance.

The voice bot callers will do -

1. Call the designated hotline for Voicebridge's voice bot and converse with it while strictly following the provided guideline.
2. Using the transcription panel, they will review and make corrections in the automatically generated transcript.

4.4. Outlining the data quality measures

- Developing data quality control protocols.
- Designing a matrix to assess the quality of collected data and categorize those into different grade groups.
- Grading criteria to the Freelancers.

4.5. Training of the freelancers (Audio Data Collection and Transcription)

VoiceBridge Bangladesh Limited will guide DataSense to train freelancers virtually. While preparing the training materials and conducting the training the followings need to be considered:



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A) Providing well-structured written instruction manuals depicting rules and guidelines for audio data collection gig.

B) Proving a recorded audio/video tutorial.

4.6. Mode of Task Distribution:

A) Total hours of data collection and transcription: **500 hours**

B) Duration: **03 months**

C) Each Dataset unit: **10 hours**

D) Quality check and control by VoiceBridge Bangladesh Limited for each Dataset: **2.5 hours (25%)**

E) **Word Accuracy Level:** 98% or more

F) **Maximum allowed duration of calls for each caller:** 5 hours (to ensure proper demographic distribution, a single person can't call for more than 5 hours in total)

G) **Balanced demographic distribution:** The demographic distribution of callers will be balanced according to gender, and age group. Acceptable age groups are - 10-18 years, 19-35 years, 36-55 years and 55+ years.

H) **Acceptance criteria:** Any data not following the calling and transcription guideline will be discarded in the review process by DataSense/iSocial. The discarded data will not count towards the agreed volume of final delivery (500 hours).

4.7 Task Delivery Method:

Tasks will be delivered every 10 hours through an online platform. Data will be quality checked for 2.5 hours by Voicebridge Bangladesh consistently. The accuracy level standard needs to maintain 98% or more. In case of a lower accuracy level, data quality will be verified and corrected again through iSocial's pool members.



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5. Distribution of Responsibilities and Deliverables and Timeline

Milestone	Deliverables	Actions	Responsible Party	Timeline
1	Agreement Signing	Contract signing between VoiceBridge Bangladesh Limited. and Infolady Social Enterprise Limited	iSocial & VoiceBridge Bangladesh Limited	26 May, 2022
2	Onboarding the freelancers	Contract signing with the freelancers	iSocial	29-31 May, 2022
3	Providing guidelines, brief training to the voice bot caller, and task start	Communicate and conduct training	iSocial & VoiceBridge Bangladesh Limited.	1-9 June, 2022
4	Cross-check with voice bot caller and distribute to transcribers Part-1	- Each caller (100 voice bot callers) will record for 5 hours of call - Each caller will make corrections for 5 hours of call using the Transcription Panel - After first-pass correction by the caller, a transcriber will review and make corrections for 5 hours of call.	iSocial	June 30, 2022



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5	Cross-check with voice bot caller and distribute to transcribers Part-2	- Each caller (100 voice bot callers) will record for 5 hours of call - Each caller will make corrections for 5 hours of the call using the Transcription Panel - After first-pass correction by the caller, a transcriber will review and make corrections for 5 hours of the call.	iSocial	July 28, 2022
6	Cross-check with voice bot caller and distribute to transcribers Part-3	- Each caller (100 voice bot callers) will record for 5 hours of call - Each caller will make corrections for 5 hours of call using the Transcription Panel - After first-pass correction by the caller, a transcriber will review and make corrections for 5 hours of call.	iSocial	August 31, 2022
7	Daily check of quality assurance	Transcribed recording will be checked on a daily basis	iSocial & VoiceBridge	N/A



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6. Budget

Financial Proposal					
VoiceBridge & iSocial					
Budget for agreement between VoiceBridge and DataSense					
Area of expense	Details	Unit	Unit Type	Unit cost (BDT)	Total Amount (BDT)
Training of the data-freelancers	Freelancers will get basic training guidelines regarding project briefs.	-	-	-	-
Freelancer-Voicebot Caller	100 voice bot callers will be involved in voice communication. Every caller will get 5 hours. (300 minutes)	30,000	Number of Minutes	4.5	135,000
Freelancer-Transcription Editing	12 transcribers will be involved in cross-checking the transcribed files and correcting them.	30,000	Number of Minutes	7	210,000
Transcription Quality Assurance Check	After completing the task assigned 3 freelancers will check the quality of transcribed files.	29700	Number of Minutes	7.5	222,750



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Sub Total (Excluding Overhead Cost)					567,750
Overhead (15%)					85,163
Sub Total (Including Overhead Cost)					652,913
AIT (10%)					72,546
VAT (5%)					36,273
Grand Total					761,732

Note: This Budget is included VAT & AIT.

7. Financing/Payments

VoiceBridge Bangladesh Limited. will release funds to Infolady Social Enterprise Limited in accordance with the above payment schedule subject to the satisfactory completion of deliverables for each milestone as mentioned in the table.

Deliverable	Percentage	Amount
Payment of 1 st month	1/3 of the task (10000 minutes/166 hours of transcribed and quality assured data delivery)	BDT 253,910



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Payment of 2 nd month	1/3 of the task (10000 minutes/166 hours of transcribed and quality assured data delivery)	BDT 253,910
Payment of 3 rd month	1/3 of the task (10000 minutes/166 hours of transcribed and quality assured data delivery)	BDT 253,912

Note: VoiceBridge Bangladesh Limited has another ongoing agreement with Infolady Social Enterprise Limited titled “ADDENDUM TO THE AGREEMENT ON REDEEMABLE CONVERTIBLE LOAN” dated May 26, 2022. The aforesaid amounts will be adjusted fully with the loan amount of Infolady Social Enterprise Limited to VoiceBridge Bangladesh Limited.

8. Terms and Conditions

A service agreement will be signed in the month of May between iSocial & VoiceBridge Bangladesh Limited.

It will be a three-month-long project from **June 1, 2022 to August 10, 2022**. This Agreement is at will and may be modified by mutual consent of authorized officials from DataSense & VoiceBridge Bangladesh Limited. This agreement shall become effective upon signature by the authorized officials from DataSense and VoiceBridge Bangladesh Limited. will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from DataSense and VoiceBridge Bangladesh Limited., the agreement will end on **August 2022**.

9. Others:

9.1. General Conditions

1. The parties agree that each organization maintains the sole authority over their respective names, logos, and emblems. Neither party is authorized under this agreement to make use of the other party’s name, logo, or emblem except as separately agreed in writing by the parties.



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2. The parties agree that no public statement shall be issued by either party with respect to this agreement or the project initiated as a result of this agreement without the prior approval of the other party.
3. Each party remains solely liable for the acts or omissions of its own staff members and agents.
4. The implementation of this agreement will be in compliance with the respective administrative and financial rules and procedures of DataSense and VoiceBridge Bangladesh Limited.
5. The focal persons responsible for coordination between the entities
 - a) Representing DataSense:
Name: Samiha Akhter
Designation: Research Officer
Email: samiha@isocial.com.bd
Phone no.: 01679772117
 - b) Representing VoiceBridge Bangladesh Limited.
Name: Mohammad Fayadan Hossain
Designation: Director
Email: fayadan.hossain@hishab.co
Phone no.: 01779644498

9.2. Liabilities

DataSense & VoiceBridge Bangladesh Limited. will not be held liable to indemnify third parties in respect of any claims, debt, damage, demand, or any other similar matters arising from the implementation of the Program.

If any employee or volunteer of the program is injured, disabled, or killed; or should s/he have any other claims related to her/his employment in this program, DataSense or VoiceBridge Bangladesh Limited. shall not be responsible in respect of all claims that may arise in connection with the program.



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9.3. Conflict of Interests and Good Conduct

1. The operation team will take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of this contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest.
2. Any conflict of interests which may arise during the performance of this contract must be notified in writing to DataSense & VoiceBridge Bangladesh Limited. without delay. In the event of such conflict, the operation team will immediately take all necessary steps to resolve it.
3. DataSense & VoiceBridge Bangladesh Limited. reserve the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

9.4. Declaration on the indemnity

Employees hereby declare that he/she will be fully respectful to the existing government laws and values of Bangladesh DataSense & VoiceBridge Bangladesh Limited. or any consortium members under it will not bear any responsibility for violating any of the existing laws of the Bangladesh government or any standard norms and practices

9.5. Safeguarding Policy

The following standards of behavior are the minimum requirements for all employees and associates' personnel with regard to safeguarding and with regard to the prevention of abuse, that is, sexual harassment, intimidation, and violence, bullying, humiliation and discrimination, neglect, and exploitation.

VoiceBridge Bangladesh Limited. associate must not -

- Physically assault anybody, threaten anybody with physical assault.
- Bully or humiliate anybody.
- Discriminate against anybody, for example, based on religion, gender, sexual orientation, race, skin colour, age, ethnicity, or caste.



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- Bring children, adolescents, adults with special needs who are entrusted to their care into a situation where they can be abused or exploited by third parties.

VoiceBridge Bangladesh Limited. associate must -

- Stop immediately any abuse they witness, if at all possible
- Report any abuse they witness or have reliable information about
- Treat everybody with respect and use child-friendly language
- Respect everybody's privacy
- Behave sincerely in front of children

9.6. Termination

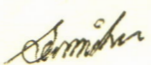
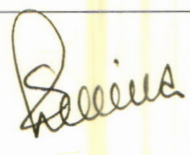
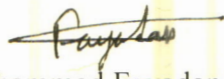
Both parties may terminate this service agreement without assigning any cause by providing 30 (thirty) days' prior written notice. However, any termination will not affect any right or payment accruable under the sold merchandise. Apart from this, both parties can terminate the service agreement by giving 7 days' prior notice/ without serving any notice in case of issues involving Government or regulatory authority. In case of termination the rights and obligations of the Parties at the time of termination shall remain valid for the activities and work done prior to the termination of the service agreement.

9.7. Other Terms

- The parties shall work in good co-operation and negotiate in good faith.
- The operation head shall exercise all reasonable skill, care, and diligence in implementing the program and respect the laws, culture, and customs of the project country.
- This agreement may only be amended if mutually agreed in writing between the parties.
- Neither party may assign any rights or obligations under this agreement without the prior written consent of the other party.
- The undersigned instructor hereby declares to abide by the guidelines, terms, and conditions of this agreement as stated above.



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Infolady Social Enterprise Limited	VoiceBridge Bangladesh Limited
 Ananya Raihan Chief Executive Officer Infolady Social Enterprise Limited Witness  Samiha Akhter Research Officer, DataSense Infolady Social Enterprise Limited	 Shamim Ara Khanom Managing Director VoiceBridge Bangladesh Limited Witness  Mohammad Fayadan Hossain Director VoiceBridge Bangladesh Limited