

**AGREEMENT FOR CONSULTANCY**

This **AGREEMENT** (hereinafter referred to as „the agreement“ Which and the same shall include the recitals, annexure, attachments and schedules Described herein / appended / attached hereto, if any) is made on this the

..... day of..... 2015

**BETWEEN**

**DAKSH CONSULTANCY**, a partnership came into existence under the Indian Partnership Act, 1932 (IX of 1932) having its Registered Office at SARVODAYA NAGAR NEAR SHYAM SAI AASHRAM BUDAUN ROAD,BAREILLY (U.P.)-243001

(Hereinafter referred to as “Consultancy” which expression shall, unless repugnant or contrary to the context, include its successors and assigns) of the One Part

**AND**

.....  
.....

Having the office at 4

.....  
(Hereinafter referred to as “Client”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors, assigns or executors) of the Other Part.

The consultancy and the Client are hereinafter referred collectively as “Parties” and individually as “Party”

**WHEREAS:**

1. CONSULTANCY is providing the Training/ Consultancy programs by their trainers to it clients across the nation to enhance Client’s productivity.
2. CONSULTANCY is desirous to tie-up with the Clients to provide its consultancy to the Client’s Top level Management, Middle level management and front line workers to multiply their strength, confidence and managerial skills.
3. CONSULTANCY provides only Training/Consultancy program. But there is no any direct or indirect engagement in any type or any manner of business/ task doing by the client.

**NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES  
HERE TO AS FOLLOWS:**

**1. EFFECTIVE DATE**

This agreement shall commence from the above mentioned date and will continue in effect unless earlier terminated in accordance with the provisions of this agreement.

**2. SCOPE OF SERVICE**

During the term of this agreement the Consultancy shall assist Client to teach, educate and motivate his management, officials and sales work force by conducting suitable Training Programs/ group counseling/ individual counseling after comprehending the needs of the Client, facilitate and advice on servicing, providing professional guidance on systematic service and techniques and such other services as may be decided from time to time.

Client will have to inform and confirm the date of the training/ consultancy program before 15(Fifteen) days of the particular date through authentic medium i.e. email/letter. Once the date of the program will be confirm, it can't be cancel. The confirm program can only be postpone/ alter with another program, But Client have to inform before 5 days of that particular date.

Client will have to arrange all the necessary requirements to conduct the program i.e. Training hall, Seating arrangement, Audio/Video devices, Board, Marker and other requirements.

**3. COMPENSATION**

The Client is entitled to pay „Training and consultancy“ fee to the Consultancy as specified in Annexure -1 of the agreement.

**6. INTELLECTUAL PROPERTY RIGHTS**

The Intellectual Property Right (in the nature of Copyright, trademark or any other right) in the documents, business cards, sales docket/kit, sales literature, presentations, papers, product brochures , other documents, or any material that contains Consultancy's brand name, logos, designs, colors schemes, drawings, artistic work etc. provided during the term of this agreement or at any time thereafter including Consultancy's brand name, logos, designs, color schemes, drawings, artistic work etc. vests solely and exclusively at all times into the Consultancy and Client agree and undertake that Client shall not set an adverse claim at any time either during the period of the agreement or at any time thereafter.

Client further agrees and undertakes not to copy, reproduce, duplicate, modify, adapt, enhance, share with third party, any materials provided by CONSULTANCY to the Client, any intellectual Property Rights in documents, business, business cards, sales Docket/kit, sales literature, presentations, papers, product brochures, policy documents that contains Consultancy's brand name, logos, designs, color schemes, drawings, artistic work etc at all times during the period of this agreement and thereafter.

**7. TERMINATION**

Either party may terminate this agreement without assigning any reason by giving one (1) month notice in writing to the other party during the validity of this agreement. Notwithstanding anything contained in this agreement, CONSULTANCY may terminate this agreement forthwith by written notice to Client in the event that Client.....

- i. Commits breach of any of the provisions of this agreement that cannot be remedied; or commits a material breach of any of the provisions of this agreement and Fails to remedy the breach within fifteen (15) days starting on the day after receipt of written notice from the CONSULTANCY giving full details of the breach and requiring Client to remedy such breach; or
- ii. Is the subject of bankruptcy proceedings or is adjudged insolvent; or
- iii. Has committed or alleged to have committed any act which brings disrepute to CONSULTANCY or amounts to having committed any offence or unlawful act (actual or alleged); whether civil or criminal.

By the CONSULTANCY based on various parameters of training effectiveness, which shall be conveyed to the Client from time to time.

## **8. AGREEMENT**

On the termination of this agreement, for any reason whatsoever, Client shall immediately deliver to CONSULTANCY any documents, papers, equipment or other written information which belongs to CONSULTANCY and which came into Client's possession in the course of Client's providing the services hereunder. Also on the termination of this agreement, Client shall be responsible and liable to pay any fees, allowance or other charges of services provided prior to such termination or in respect of commitments for the future to Consultancy within 15(fifteen) days after the termination of this agreement.

## **9. INDEMNITY**

Client agree to indemnify and hold the CONSULTANCY and its respective officers, agents and assigns harmless from and against any and all liability, damages, losses, claims, costs and expenses, (including lawyers fees and expenses) and any other loss that may occur, arising from or relating to breach of any of Client's obligations undertaken hereunder, any negligent act or omission, willful misconduct or misrepresentation on Client's part. This clause shall survive the termination of this agreement.

## **10. CONFIDENTIALITY**

The Client will, at all times, maintain the utmost confidentiality regarding the Contents of this agreement and any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential (hereinafter the "Confidential information"). The Client shall not make any announcement to the Public or to any third party regarding the arrangements contemplated by this Agreement without the consent of the CONSULTANCY, provided such consent shall not be unreasonably withheld or delayed. Any statement or disclosure which may be required by law or called for, by the requirements of any regulatory authority and any such statement or disclosures shall be no more extensive than is usual or necessary to meet the requirements imposed upon the party making such statement on disclosure.

The provisions of this clause shall survive the termination of this agreement.

## **CORPORATE AUTHORITY**

The Parties represent that they have taken all necessary corporate action to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

## **11. INDEPENDENT SERVICE PROVIDER**

This Agreement is on a principal to principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Client acknowledges that its rendering of services is solely within its own control, subject to the term and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of CONSULTANCY or any subsidiary or affiliate thereof.

## **12. LAW AND ARBITRATION**

- a) The provisions of this Agreement shall be governed by and construed in accordance with Indian law.
- (b)
- (l) Any dispute, controversy or claims arising out of or relation to this Agreement or the breach, termination or invalidity thereof, shall be Settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

- (ii) The arbitral tribunal shall be composed of a sole arbitrator to be appointed by both the parties with mutual understanding.
- (iii) The place of arbitration shall be Bareilly and any award whether Interim or final, shall be made and shall be deemed for all purposes between the parties to be made, in Bareilly (up). The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- (v) The award of the arbitrator shall be final and conclusive and binding Upon the Parties and the Parties shall be entitled (but not obliged) to Enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree (to the maximum Extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation act 1996 and neither party shall seek to resist the enforcement of Any in India on the basis that award is not subject to such provisions.
- (iv) The rights and obligations of the Parties under or pursuant to, this clause including the arbitration agreement in this clause shall be under the Exclusive jurisdiction of the courts located at Bareilly

### 13. PUBLICITY

The Service Provider shall not use the name and/or trademark/logo of CONSULTANCY, its group companies, subsidiaries or associated in any sales or marketing publication or advertisement, or in any other manner without prior consent of CONSULTANCY.

### 14. MISCELLANEOUS

- i. Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the party against whom the waiver is to be effective.
- ii) No failure or delay by any party in exercising any right, power or privilege hereunder shall not operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The right and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- iii) The provisions of this Agreement shall be binding upon and inure to the Benefit of the Parties hereto and their respective successors and permitted assigns.
- iv) Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).
- v) this agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- vi) Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder. This connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carryout or evidence the transactions contemplated hereby. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- viii) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- ix) This Agreement together with all Schedules written hereunder forms a single Agreement between the Parties hereto.

- x) This Agreement has been signed in duplicate, each of which shall be deemed to be an original.
- xi) Such of the provisions of this Agreement as are necessary to survive for giving effect to them will survive notwithstanding termination of this Agreement. CONSULTANCY shall be entitled, with notice to the Service Provider, to assign any of its rights and obligations under this Agreement to any third Party.

**This agreement is agreed and accepted by the both of parties on ..... day of..... 2015, in the presence of two witnesses showing below....**

**CLIENT**

Signatory authority

**CONSULTANCY**

Authority Signatory

(Sign & Seal)

Name.....

Designation.....

(Sign & Seal)

Name.....

Designation.....

In the presence of

**Witness-1**

Signature.....

Name.....

Address.....

State.....Pin.....

**Witness-2**

Signature.....

Name.....

Address.....

State.....Pin.....