**EMPANELED INSPECTOR AGREEMENT**

This agreement is made and entered into on AGREEMENTDATE

Between:

**International Inspection Services Private Limited (IISPL)** a Company incorporated under Ministry of Company Affairs, Government of India, having its principal place of business at Plot No 29, D. No. 5-6-137/6/4/2, and Behind Metro Cash & Carry, Sri Sai Nagar Colony, Near Saibaba Temple, Kukatpally, Hyderabad, India, Hereinafter Referred to as the **IISPL or FIRST PARTY**.

and

Name: INSPNAME

Address: INSPADDRESS

Email: INSPEMAIL

Contact No: INSPCONTACT

Here in after referred to as the INSPOSITION

Now therefore both the parties have agreed to enter into a business inspection agreement under the following terms and conditions:

**Article 1: Scope of Operation**

1. **Purpose of the Agreement**:
   * The purpose of this agreement is to establish a **commercial alliance** between the parties.
   * The alliance aims to conduct **inspection and testing activities** at various vendor locations through mutual cooperation.
   * The **INSPECTOR** shall perform these services impartially, avoiding any conflicts of interest.
   * **Confidentiality** is a key aspect of this agreement.
2. **Scope of Application**:
   * The terms of this agreement apply specifically to **commercial activities** that the parties promote together.
3. **Submission of Documents and Records**:
   * During the agreement’s term, the INSPECTOR shall submit all necessary **documents, records, and materials for the** assigned tasks.
   * These submissions align with the **direction set by IISPL/Client** for the assigned tasks.
4. **Certificates and Reports**:
   * After completing inspection services, the INSPECTOR shall issue **certificates and reports** to IISPL.
   * The INSPECTOR **cannot directly communicate with or issue certificates to the Client** without written instructions from IISPL.
5. **Timely Submissions**:
   * Immediately after inspection, the INSPECTOR shall submit a **Flash Report** and/or **NCR (Non-Conformance Report)** from the Vendor location.
   * Within **24 hours**, a detailed **Inspection Report** with photographs, supporting documents, and IRC/IRN (if applicable) shall be submitted.
6. **Handling Complaints and Claims**:
   * If a Client lodges a complaint or claim against the INSPECTOR’s services, the INSPECTOR shall **cooperate and assist** in resolving the issue.
7. **Special Instruments for Survey and Inspection**:
   * Both parties will make their best efforts to provide each other with **special instruments** (where necessary) to ensure effective survey and inspection performance.

**Article 2: Obligations on the basis of equal terms for Both Parties.**

1. **Information Exchange**:
   * Both parties are obligated to **provide sufficient information** to each other.
   * This ensures that they can fulfil their respective obligations as outlined in the agreement.
2. **Tax and Insurance Responsibilities**:
   * Both parties shall bear their own income taxes and insurance requirements as per the respective country’s rules and regulations.
3. **Assistance and Facilities Provision**:
   * Both parties must **assist each other** at their own expense.
   * This assistance includes providing services, information, and office facilities.
   * The goal is to ensure **smooth and efficient operations** as contemplated in the agreement.
   * Liaising with relevant local parties and government authorities is part of this cooperation.
4. **Technical Conditions and Compliance**:
   * The INSPECTOR shall **reasonably follow and abide by all technical conditions** specified in writing by IISPL.
   * Adequate time should be allowed before relevant inspections.
5. **Professional Standards**:
   * The INSPECTOR is expected to carry out inspection services **to the highest professional standards**.
   * These standards should align with national/ **internationally prevailing guidelines** at the time of each assignment.

**Article 3: Confidentiality**

1. **Confidentiality Obligations**:
   * All work shall be conducted with strict **confidentiality** to protect IISPL’s business relationships.
   * The INSPECTOR is **prohibited from disclosing sensitive and confidential information**.
   * This includes any details related to IISPL’s clientele, trade secrets, technical information, and financial arrangements.
   * Confidentiality extends to communications, whether written or oral, and any material disclosed during inspections or analyses.
2. **Definition of “Confidential Information”**:
   * “Confidential Information” encompasses various aspects:
     + IISPL’s trade secrets, technical details, product information, business operations, accounts, and contractual arrangements.
     + Third-party confidential information that IISPL possesses due to confidentiality agreements.
     + Details about IISPL’s current, past, or future customers, clients, or suppliers, including their transactions and dealings.
     + Communications related to the above information, whether marked as confidential or not.
3. **INSPECTOR’s Commitment**:
   * The INSPECTOR agrees not to:
     + **Disclose** confidential or proprietary information to others.
     + **Use** such information for personal benefit or for the benefit of others.
     + This commitment extends beyond the contract’s term.
   * Specific examples of confidential information include:
     + Client records
     + Procedures
     + Client specifications
     + Purchase orders
     + Customer lists
     + Operational methods

**Article 4: Remuneration**

1. **Invoicing and Payment Terms**:
   * The INSPECTOR shall invoice for all work performed under the agreement.
   * IISPL agrees to pay based on mutually agreed terms, which can be either:
     + **Man day**: Payment per day worked.
     + **Hourly**: Payment based on hours worked.
     + **Man month**: Payment for a month’s work.
   * Payment shall be made in **Indian Rupees** or **US Dollars or Euro Currency**.
   * IISPL will transfer the amount due to an account designated by the INSPECTOR within **30 days** from the date of the relevant invoice.
   * All acceptable required documents should accompany the payment.
2. **Financial Commitment and Expenses**:
   * Neither party has any **financial commitment** to the other beyond the terms of the agreement.
   * Any incurred expenses are the sole responsibility of the incurring party, unless specifically reimbursable by clients or assumed with prior written consent.
3. **Equipment and Tools**:
   * The agreed rates include necessary standard inspection tools, such as computer hardware/software, digital scanners, cameras, Internet, etc.
   * Electronic communication (emails, reports, digital photographs, timesheets, expense receipts) shall be submitted.
4. **Bank Charges Responsibility**:
   * Each party shall pay its own **bank charges**.
5. **Reporting Deadlines**:
   * The INSPECTOR shall submit a **flash report** on the same day as the inspection.
   * The detailed **inspection report**, supporting documents, and any other required items must be submitted within **24 hours** after completing the job.
   * Failure to meet these deadlines may result in the client deducting **half a man day fee** or rejecting the inspection report.

**Article 5: Safety**

* 1. The **INSPECTOR** shall conduct all activities in a safe and careful manner and shall be in control of its own environment during all the time that services are being rendered. The **INSPECTOR** shall adhere to the safety policies of the Vendor and Client as applicable to the location for which the services are performed. Failure to perform the service safely may result in immediate termination and further obligations **IISPL** may hold the **INSPECTOR**.

**Article 6: Duration**

1. **Initial Duration and Extension**:
   * The agreement is initially effective for **three years** from the specified start date.
   * After this period, it **may be extended** for an additional year with the **mutual consent** of both parties.
   * Any modifications to the agreement shall be made through a **written instrument** signed by both parties.
2. **Document Delivery Upon Completion**:
   * When the services are **completed** or are no longer required, either party shall promptly deliver all tangible documents and information.
   * These documents and information should be provided to the other party.
3. **Termination Rights**:
   * Both parties **reserve the right to terminate** the agreement at their sole discretion.
   * In the spirit of good faith, **sufficient notice** of termination will be granted.
   * This allows for a fair and reasonable process if either party decides to end the contract.

**Article 7: Force Majeure**

1. The parties hereto shall not be responsible for any delay or failures to perform any of their obligations under this Agreement, directly or indirectly resulting from domestic embargoes, seizures, acts of God, insurrections, wars, also lack of the usual means of transportations, fires, explosions, civil commotions, strikes or other accidents or contingencies beyond their control.

**Article 8: Assignment**

1. Neither party here to may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

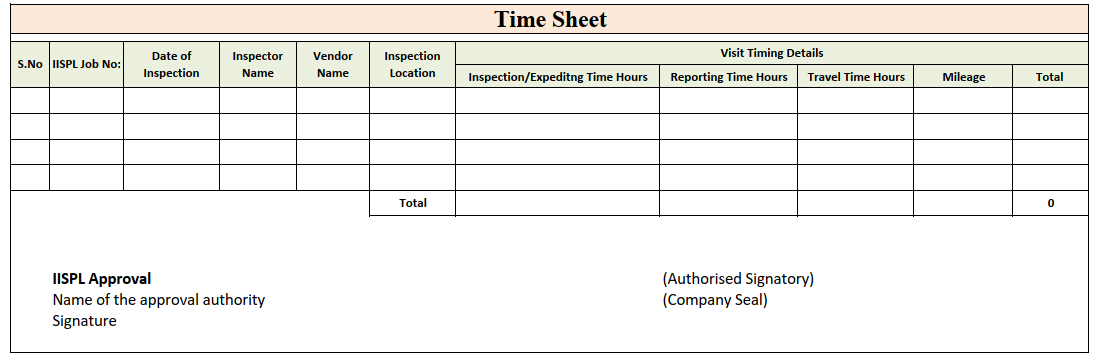
**Article 9: Indemnities**

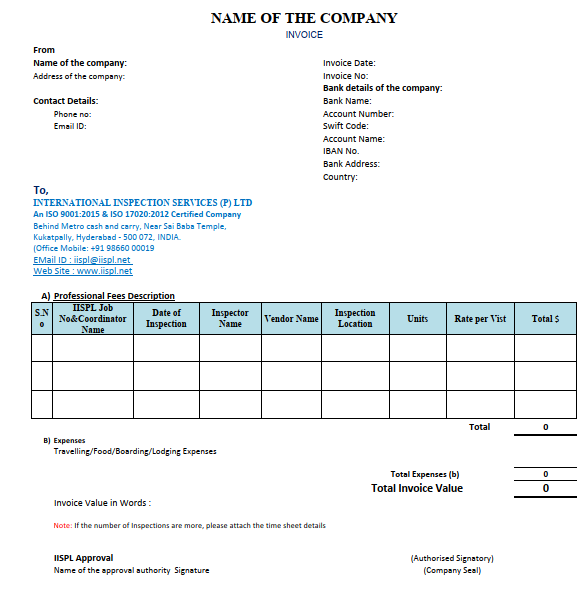
1. **Hold Harmless and Indemnification**:
   * The agreement includes a provision where one party agrees to **hold harmless and indemnify** the other party and its affiliates.
   * This means that the indemnifying party will compensate the indemnified party for certain costs and expenses.
   * These costs and expenses can arise directly or indirectly from various situations, including:
     + Breach of obligations under the agreement.
     + Acts, errors, omissions, or negligence of the INSPECTOR, while providing services to IISPL/Clients.
     + Any other services provided by the INSPECTOR to IISPL/Clients.
   * If requested by the Company or any Affiliate, the INSPECTOR must assist and, if necessary, join in any proceedings brought by a customer against the INSPECTOR or any Affiliate.

**Article 10: Settlement of Disputes**

1. **Amicable Dispute Resolution**:
   * Initially, any disputes arising from the application, interpretation, or execution of this agreement should be **amicably settled** between the parties.
   * The goal is to resolve disagreements through open communication and cooperation.
2. **Arbitration Process**:
   * If an amicable solution cannot be reached, the case shall be **submitted for arbitration**.
   * The arbitration process will follow the provisions and rules of national/ international arbitration laws.
   * The **arbitration award** resulting from this process will be **final and binding** on the parties.
3. **Non-Direct Approach to Clients**:
   * To maintain a long business relationship and adhere to ethical practices, the INSPECTOR **should not directly approach the Clients of IISPL** even in the future.
   * This clause prevents the solicitation of IISPL’s clients by the INSPECTOR.
4. **Governing Law and Exclusive Jurisdiction**:
   * The Agreement shall be **governed by and construed in accordance with the laws of Hyderabad, Telangana, India**.
   * Both parties **irrevocably submit to the exclusive jurisdiction** of the respective courts in case of any dispute or matter arising out of or connected with this Agreement that cannot be settled through arbitration.

* **The timesheet should be submitted upon completion of each job.**



* **Invoices should be submitted on the last working day of each month in the following format.**
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| Accept by | INTERNATIONAL INSPECTION SERVICES PVT LTD |
| INSPNAME | Approved by IISPL\_NAME |
|  |  |
| AGREEMENTDATE | AGREEMENTDATE |