 **Engagement of Contractor:** The Client hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform the Services (as hereinafter defined) upon the terms and conditions hereinafter stipulated.

 **Definition of Services:** The specific services to be rendered by the Contractor to the Client are exhaustively delineated in Schedule A annexed hereto (hereinafter referred to as the "Services").

 **Term of Agreement:** This Agreement shall commence on [**Date of Commencement (DD/MM/YYYY)**] (the "Effective Date") and shall continue in full force and effect until the completion of the Services or [**Date of Termination (DD/MM/YYYY)**], whichever occurs earlier, unless sooner terminated in accordance with the provisions hereof (the "Term").

 **Consideration and Payment Terms:** In consideration for the satisfactory performance of the Services, the Client shall remit to the Contractor the Contract Price (as hereinafter defined), the quantum and modalities of payment being precisely set forth in Schedule B annexed hereto.

 **Contract Price:** The total consideration payable by the Client to the Contractor for the complete and satisfactory performance of the Services shall be INR [**Amount in Indian Rupees**] (Indian Rupees [**Amount in Words**]) (the "Contract Price"), subject to any adjustments expressly provided for herein.

 **Payment Schedule:** The Contract Price shall be disbursed by the Client to the Contractor in accordance with the payment schedule stipulated in Schedule B, contingent upon the Contractor's achievement of the milestones specified therein and the Client's written certification of satisfactory completion.

 **Independent Contractor Status:** The Parties hereby acknowledge and agree that the Contractor is an independent contractor and not an employee, agent, or partner of the Client. Nothing in this Agreement shall be construed to create any relationship other than that of an independent contractor.

 **Contractor's Obligations:** The Contractor shall perform the Services with due diligence, skill, and care, in a professional and workmanlike manner, and in accordance with the specifications, timelines, and other requirements stipulated by the Client.

 **Client's Obligations:** The Client shall provide the Contractor with such information, access, and cooperation as may be reasonably necessary for the Contractor to perform the Services effectively.

 **Representations and Warranties of Contractor:** The Contractor hereby represents and warrants to the Client that it possesses the requisite expertise, qualifications, licenses, and resources to perform the Services in accordance with the terms hereof and that the Services shall be performed in compliance with all applicable laws and regulations.

 **Representations and Warranties of Client:** The Client hereby represents and warrants to the Contractor that it has the full legal right and authority to enter into this Agreement and to engage the Contractor for the performance of the Services.

 **Intellectual Property Rights:** All intellectual property rights, including but not limited to copyrights, patents, trademarks, and trade secrets, created or developed by the Contractor in the course of performing the Services shall vest in [**Specify Ownership, e.g., the Client, the Contractor, jointly**], as specifically delineated in Schedule C annexed hereto.

 **Confidentiality:** Each Party acknowledges that it may receive or have access to confidential and proprietary information of the other Party (the "Confidential Information"). Each Party undertakes to maintain the Confidential Information of the other in strict confidence and shall not, without the prior written consent of the disclosing Party, disclose or utilize such information for any purpose other than as expressly permitted under this Agreement. This obligation shall survive the termination of this Agreement.

 **Indemnification by Contractor:** The Contractor shall indemnify, defend, and hold harmless the Client, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to the Contractor's negligent acts, omissions, or willful misconduct in the performance of the Services or any breach of its obligations hereunder.

 **Indemnification by Client:** The Client shall indemnify, defend, and hold harmless the Contractor, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to the Client's provision of inaccurate or incomplete information or its interference with the Contractor's performance of the Services, except to the extent caused by the Contractor's negligence or willful misconduct.

 **Insurance Coverage:** The Contractor shall procure and maintain, at its sole cost and expense, the types and levels of insurance coverage as specified by the Client, including but not limited to professional liability insurance, commercial general liability insurance, and workers' compensation insurance, with reputable insurers approved by the Client.

 **Term and Termination:** This Agreement may be terminated by either Party upon written notice to the other Party in the event of a material breach of this Agreement by the other Party, provided that the non-breaching Party has given the breaching Party written notice of such breach and a reasonable opportunity to cure such breach, which period shall not exceed [**Number**] days.

 **Termination for Convenience:** The Client shall have the right to terminate this Agreement for its convenience at any time upon providing [**Number**] days' prior written notice to the Contractor, without assigning any reason therefor, subject to payment to the Contractor for Services satisfactorily performed up to the date of termination.

 **Consequences of Termination:** Upon termination of this Agreement for any reason, the Contractor shall cease all further performance of the Services, shall deliver to the Client all deliverables completed up to the date of termination, and shall be entitled to payment only for those Services that have been satisfactorily performed and accepted by the Client prior to the effective date of termination, in accordance with the payment terms herein.

 **Governing Law and Jurisdiction:** This Agreement shall be exclusively governed by and construed in accordance with the laws of the Union of India. The courts situated in Bengaluru shall have exclusive jurisdiction to entertain any suit, action, or proceeding arising out of or relating to this Agreement, and the Parties hereby irrevocably submit to the jurisdiction of such courts.

 **Dispute Resolution:** Any dispute, controversy, or claim arising out of or relating to this Agreement shall be subject to [**Specify Dispute Resolution Mechanism, e.g., binding arbitration under the Arbitration and Conciliation Act, 1996, in Bengaluru**].

 **Force Majeure:** Neither Party shall be liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by any event of Force Majeure, including but not limited to acts of God, war, riots, strikes, lockouts, natural disasters, governmental actions, or any other cause beyond the reasonable control of the affected Party, provided that the affected Party promptly notifies the other Party of such event and diligently endeavors to mitigate its effects.

 **Entire Agreement and Integration Clause:** This Agreement, including all Schedules and Exhibits annexed hereto, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

 **Amendments and Modifications:** No amendment to or modification of this Agreement shall be valid or binding upon the Parties unless such amendment or modification is set forth in a written instrument duly executed by authorized representatives of both Parties.

 **Notices and Communications:** All notices, demands, consents, approvals, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered post with acknowledgment due, or transmitted by reputable courier service to the addresses of the Parties first above written or to such other address as either Party may designate in writing to the other.

 **Severability of Provisions:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision.

 **Survival of Obligations:** Notwithstanding the termination of this Agreement for any reason, the provisions relating to confidentiality, intellectual property rights, indemnification, payment obligations accrued prior to termination, and dispute resolution shall survive such termination and continue in full force and effect in accordance with their respective terms.

 **Assignment:** The Contractor shall not have the right to assign this Agreement or any of its rights or obligations hereunder without the prior specific written consent of the Client, which consent may be withheld in the Client's sole and absolute discretion. The Client shall have the right to assign this Agreement to any affiliate or successor-in-interest without the Contractor's consent.

 **Subcontracting:** The Contractor shall not subcontract any portion of the Services without the prior specific written consent of the Client, which consent shall not be unreasonably withheld, provided that the Contractor shall remain fully responsible for the performance of all subcontracted Services.

 **Time is of the Essence:** Time shall be of the essence in the performance of the Services and the fulfillment of all obligations by the Contractor under this Agreement.

 **Inspection and Acceptance:** The Client shall have the right to inspect and accept or reject the deliverables and the performance of the Services by the Contractor. Acceptance shall not be unreasonably withheld.

 **Warranty of Services:** The Contractor warrants that the Services shall be performed in a professional and workmanlike manner, free from defects in workmanship, and shall conform to the specifications and requirements of the Client for a period of [**Number**] days/months from the date of acceptance.

 **Remedies for Defective Services:** In the event of any breach of the warranty of Services, the Contractor shall, at its own expense, promptly re-perform the defective Services or correct the deficient deliverables to the Client's reasonable satisfaction.

 **Compliance with Anti-Corruption Laws:** The Contractor shall comply with all applicable anti-corruption laws and regulations in force in India, including but not limited to the Prevention of Corruption Act, 1988, and shall not engage in any bribery, corruption, or unethical practices in connection with this Agreement.

 **Data Privacy and Security:** If the Contractor processes any personal data on behalf of the Client, it shall comply with all applicable data privacy and security laws and regulations in India, including but not limited to the Information Technology Act, 2000, and any rules and regulations framed thereunder.

 **Key Personnel:** If specific personnel of the Contractor are designated as key personnel for the performance of the Services, any change in such personnel shall require the prior written approval of the Client.

 **Progress Reports:** The Contractor shall provide the Client with regular progress reports regarding the performance of the Services, at such intervals and in such format as may be specified by the Client.

 **Tools and Equipment:** Unless otherwise agreed in writing, the Contractor shall be responsible for providing all necessary tools, equipment, and materials required for the performance of the Services.

 **Site Access:** The Client shall provide the Contractor with reasonable access to its premises or sites as may be necessary for the performance of the Services.

 **Safety Regulations:** The Contractor shall comply with all safety regulations and procedures in effect at the Client's premises or sites.

 **Intellectual Property License Grant by Contractor:** To the extent that the Contractor retains ownership of any intellectual property incorporated into the deliverables, the Contractor hereby grants to the Client a perpetual, irrevocable, non-exclusive, royalty-free license to use, reproduce, modify, and distribute such intellectual property for the Client's internal business purposes.

 **Intellectual Property License Grant by Client:** The Client hereby grants to the Contractor a limited, non-exclusive license to use the Client's intellectual property solely for the purpose of performing the Services under this Agreement.

 **No Third-Party Beneficiaries:** This Agreement is intended solely for the benefit of the Parties hereto, and nothing in this Agreement shall confer upon any third party any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

 **Set-Off:** The Client shall have the right to set off any amounts owed by the Contractor to the Client against any amounts due and payable by the Client to the Contractor under this Agreement.

 **Waiver:** No waiver by either Party of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision. Any waiver must be in writing and signed by the waiving Party to be effective.

 **Legal Costs:** In the event of any legal action or proceeding arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

 **Relationship with Third Parties:** The Contractor shall be solely responsible for its relationships with its own employees, subcontractors, and suppliers.

 **Compliance with Export Controls:** The Contractor shall comply with all applicable export control laws and regulations of India and any other relevant jurisdiction.

 **Environmental Compliance:** The Contractor shall perform the Services in compliance with all applicable environmental laws and regulations in Bengaluru, Karnataka.

 **Review of Agreement:** This Agreement shall be reviewed by the Parties periodically, as mutually agreed, to ensure its continued relevance and effectiveness.