

MASTER SERVICES AGREEMENT WITH TRAINERS

This Master Services Agreement (hereinafter called the "Agreement") is entered into and signed on 24th May 2021 at New Delhi, India by and between:

Decodr Technologies Pvt. Ltd, a company incorporated under the Indian Companies Act, 1956, having its registered office at RD Plaza, Dwarka Sector -13, Opp. NSUT, New Delhi, India (hereinafter referred to as the "Company" or "Decodr");

And

Premalatha. T
(hereinafter referred to as the "Trainer"). The Company and the Trainer shall hereinafter be individually referred to as the "Party" and collectively as the "Parties".

WHEREAS:

A. The Company is engaged in the business of providing certification training courses in project management, IT services management, IT security management, quality management, financial management and technology certification through classroom and online modes through its website www.decodr.in (the "Website");

B. The Trainer is trained, qualified and certified for conducting training in specific domains, as mentioned in Annexure-A ("Scope of Engagement"), in relation to the certification training courses conducted by the Company;

C. The Company intends to engage the services of the Trainer for the Purpose (as defined hereinafter); and with the Recipient for the purpose of Data Science Training

D. The Trainer has expressed its willingness to enter into this Agreement to provide its services to the Company for the Purpose.

NOW THEREFORE, in consideration of the mutual undertakings of the Company and the Trainer under this

Agreement, the Parties agree as follows:

*Required

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following capitalized words shall have the meanings assigned to such words herein:

"Affected Party"

has the meaning assigned to it in Clause 11.2;

"Breach"

has the meaning assigned to it in Clause 8.1;

"Engagement Period"

means the duration for which the Trainer shall be engaged by the Company and shall be required to conduct and complete the certification training courses in the Specified Domains;

"Confidential Information"

means any and all tangible and intangible information, data, documents, proposals, outlines, technical, conceptual or financial information, cost and pricing information, sales and marketing strategies, internal market analysis or forecasts, unannounced business relationships, information relating to research, products, software, services, development, inventions, processes, engineering, designs and patterns, processes and formulas, methods, techniques, computer software, programs or source code, the Content and Courseware, customer contacts, names, addresses, telephone / fax / telex numbers, email addresses, economic, loan or investor information, commercialization, monetization and research strategies, vendors, trade secrets and know-how disclosed by the Company to the Trainer, either directly or indirectly, in oral, written, graphic, recorded, photographic, any machine-readable or in any other medium or form relating to the intellectual property, business and goodwill of the Company and any other information which is identified as being of a confidential or proprietary nature or should be considered confidential under the circumstances under which such information is disclosed;

"Content and Courseware"

means the content, courseware, practice tests, articles and other information, documents, data which may be in written, graphic, photographic, audio, visual, audio-visual or any machine-readable format in relation to the Company's classroom and online certification training courses;

"Final Approval"

has the meaning assigned to it in Clause 2.3;

"Force Majeure Event"

has the meaning assigned to it in Clause 11.1;

"Immediate Termination Date"

has the meaning assigned to it in Clause 12.3;

"Law"

means and includes all applicable statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, circulars, press notes, directives and orders of any court, government, statutory authority, board (in each such case whether preliminary or final), and, if applicable, international treaties and regulations and all amendments thereto from time to time;

"Loss or Claim"

means any damage, loss, cost, expense (including, without limitation, attorney fees, court costs, legal fees and expenses) or liability incurred by the Company or a claim, action, proceeding or demand made against the Company, either directly or indirectly, arising due to any Breach by the Trainer, and whether present or future, fixed or unascertained, actual or contingent;

"Online Usage Agreement"

means the agreement entered into between the Parties relating to the terms and conditions governing the usage of the Confidential Information and the Content and Courseware, as is available on the Website;

"Other Party"

has the meaning assigned to it in Clause 11.2;

"Purpose"

has the meaning assigned to it in Clause 2.1;

"Scope of Engagement"

means the Scope of Engagement between the Parties, as annexed in Annexure-A;

"Work"

has the meaning assigned to it in Clause 2.1;

1.2 Interpretation

(a) References to the singular shall include references to the plural and vice versa, as the context may require.

(b) References to one gender shall include reference to the other gender or to the neutral gender, as the context may require.

(c) Any reference to 'Clause', 'Recital' and 'Annexure' shall be deemed to be a reference to a clause, recital or annexure of this Agreement.

(d) Headings and sub-headings are inserted only for ease of reference and shall not affect the construction or interpretation of this Agreement.

2. SCOPE OF SERVICES

2.1 The Company desires to have certain services and tasks performed as set forth below requiring the specialized skills and expertise of the Trainer. The completed results and products of the Trainer's services shall be deemed to be the "Services." The Services are specially ordered and commissioned by the Company for use in conducting the classroom and online certification training courses ("Purpose").

2.2 The Services to be performed by the Trainer includes, but is not restricted to, the following:

a) provide training in relation to the certification training courses through classroom mode or webinars, live virtual classes, responding to the queries of the participants on online discussion forums and chat rooms in relation to the Specific Domains; and

b) Any other associated activity, job, or work which the Company may assign to the Trainer, keeping in view the expertise and qualifications of the Trainer.

2.3 The Trainer hereby agrees to provide its Services to the Company either on an hourly, daily, weekly or monthly basis, as the Company may require and as has been agreed to by the Parties in the Scope of Engagement.

3. INTELLECTUAL PROPERTY

3.1 The Trainer acknowledges that the Content and Courseware for use in or in relation to the Purpose is the sole and exclusive property of the Company. The Trainer shall not at any time or in any manner, either directly or indirectly, use, divulge, disclose, or communicate in any manner any Confidential Information or the Content and Courseware except as permitted under this Agreement and the Online Usage Agreement.

3.2 The Trainer acknowledges that any Content and Courseware created by the Trainer for use in or in relation to the Purpose shall be a "work made for hire" under the applicable Law and, at all stages of development, such Trainer-created Content and Courseware shall be and remain the sole and exclusive property of the Company. At the Company's sole, absolute and unfettered discretion, the Company may make any changes in, deletions from, or additions to the Trainer-created Content and Courseware for use in relation to the Purpose or for any other purpose. If for any reason the results and proceeds of the services rendered by the Trainer hereunder are determined at any time not to be a work made for hire, the Trainer hereby grants an irrevocable, royalty free transfer and assigns to the Company all rights, titles and interest in such works.

3.3 Upon a written request made by the Company, the Trainer shall sign all documents, deeds or declarations necessary to confirm or perfect the exclusive ownership of the Company in such works.

4. OBLIGATIONS OF THE TRAINER

4.1 The Trainer agrees to provide its Services during the Engagement Period. In the event, the Trainer is unable or unwilling to provide its Services during the Engagement Period, the Trainer shall be regarded to be in material breach of this Agreement and the Company may immediately block the Trainer's access to the Confidential Information and the Content and Courseware and may further terminate this Agreement with immediate effect without any obligation to the Trainer.

4.2 The Trainer agrees to immediately notify the Company at hello@decodr.in on the Trainer becoming aware of or having reason to believe that there is any unauthorized use of the Confidential Information and / or the Content and Courseware. The Trainer also agrees to take all reasonable steps to stop such unauthorized use and to cooperate with the Company in any investigation of or remedying such unauthorized uses.

5. CONSIDERATION AND TERMS OF PAYMENT

5.1 In consideration for the Services provided by the Trainer, the Company agrees to pay the Trainer a fixed periodical consideration and / or payments on an hourly basis, and such payments shall be made by the Company to the Trainer in such manner and at such intervals as agreed to by the Parties in the Scope of Engagement. All payments made by the Company to the Partner shall be subject to deduction of income tax at source or withholding tax as per rates specified under the applicable Laws from time to time.

5.2 The Trainer shall raise its invoice as per the terms agreed in the Scope of Engagement. The Company undertakes to pay each invoice within 30 (thirty) days from the date of submission of such invoice in accordance with the terms agreed in the Scope of Engagement.

5.3 The Company reserves the right to set off any sum of money due and payable by the Company to the Trainer under this Agreement or under any other agreement against any outstanding payments, dues or claims of the Company pending with the Trainer.

6. REPRESENTATIONS AND WARRANTIES OF THE TRAINER

The Trainer hereby represents and warrants that:

6.1 The Trainer has the right to enter into this Agreement and to grant the Company all rights herein granted, and that the Trainer has not entered into and will not enter into any agreement of any kind and nature that will interfere in any way with the complete performance of this Agreement; and

6.2 The Trainer-created Content and Courseware shall be wholly an original creation of the Trainer and shall not infringe upon any intellectual property rights of any third person or violate any applicable Laws.

7. NON-COMPETE

7.1 If the accreditation of the Trainer for conducting a particular certification training course is sponsored by the Company, the Trainer hereby agrees to exclusively provide its Services to the Company, in relation to the said certification training course, for a period of 1(one) year after the date of the Trainer receiving such accreditation ("Exclusive Period"). The Trainer agrees that during the Exclusive Period, the Trainer shall not, without the prior written approval of the Company, directly or indirectly, provide its Services to any third party, or create, design, develop or in any way be involved in the creation, design or development of any course, content, practice tests, articles or any other learning modules, which may be in written, graphic, photographic, audio, visual, audio-visual or any machine-readable format for use as part of any educational offering by any college, university, school, company, or other person, firm or entity which may compete with the said certification training course, either directly or indirectly.

8. INDEMNITY

8.1 The Trainer agrees to indemnify, and keep indemnified, the Company and its officers, directors, agents, employees, consultants or affiliates against any Loss or Claim arising from the breach of any or all of the representations and warranties provided by the Trainer under this Agreement, or the unauthorized use or infringement by the Trainer of the intellectual property of any third party for or in relation to the Purpose, or breach of any terms and conditions imposed on or the obligations of the Trainer as contained in this Agreement (hereinafter collectively referred to as "Breach").

8.2 Notwithstanding anything contained in Clause 8.1, the Trainer acknowledges and agrees that any Breach shall result in irreparable injury to the Company for which there will be no adequate remedy at Law, and the Company shall be entitled to seek equitable reliefs, including injunction and specific performance, in the event of any Breach or threatened Breach or intended Breach by the Trainer. Such remedies, however, shall not be deemed to be the exclusive remedies for any Breach but shall be in addition to all other remedies available at Law or in equity.

9. LIMITATION OF LIABILITY

9.1 Under no circumstances, including but not limited to, delay in payment, breach of contract, breach of warranty or negligence, shall the Company be liable to the Trainer or any other person or entity for any consequential, special, indirect or incidental losses or damages.

9.2 The aggregate total liability of the Company to the Trainer, whether in contract or otherwise, shall not exceed the aggregate of the invoices raised by the Trainer in the 45 (Forty Five) days preceding the date on which the cause of action giving rise to such limited liability occurred.

10. NON-SOLICITATION

10.1 During the term of this Agreement and for a period of 2 (two) years after the expiry or termination of this Agreement, the Trainer shall not, by direct or indirect means, solicit the employment of any person (a) who at the time of such solicitation is working for the Company or any subsidiary thereof; or (b) who within 6 (six) months prior to such solicitation had worked for the Company or any subsidiary thereof.

10.2 During the term of this Agreement and for a period of 2 (two) years after the expiry or termination of this Agreement, the Trainer shall not, directly or indirectly, attempt to persuade any person that is or may reasonably become a client or customer of the Company or any subsidiary thereof, to refrain from joining or cease to join the certification training courses offered by the Company or to refrain from doing or cease to do business which such person has customarily done or contemplates doing with the Company or any subsidiary thereof.

11. FORCE MAJEURE

11.1 For the purposes of this Clause 11, a 'Force Majeure Event' means an event the occurrence of which is beyond the control of either Party, such as acts of God, fire, flood, lightning, war, revolution, acts of terrorism, strikes, lockouts or other industrial action (other than strikes, lockouts or other industrial action involving the Party relying on this Clause), failures in public supply of power, fuel, or telecommunications equipment.

11.2 If a Force Majeure Event occurs which prevents a Party to this Agreement (the "Affected Party") from performing any of its obligations towards the other Party (the "Other Party"), or causes a delay in performance, the Affected Party shall not be liable to the Other Party and shall be released from its obligations to the extent that its ability to perform its obligations under this Agreement has been affected by the Force Majeure Event.

12. TERM AND TERMINATION

12.1 This Agreement shall remain valid and in effect unless terminated in accordance with the provisions of this Clause 12.

12.2 This Agreement may be terminated by either Party only after one Party gives a written notice of not less than 30 (thirty) days to the other Party.

12.3 The Company reserves the right to terminate this Agreement with immediate effect by sending a written notice through email to the Trainer to this effect ("Immediate Termination Date"), if such termination is made as a result of the Trainer's misrepresentation, default, misconduct or failure to perform its obligations related to or under this Agreement. Any use whatsoever of the Confidential Information and / or the Content and Courseware after the Immediate Termination Date shall be unauthorised and illegal under the applicable Law and the Company shall be authorised to exercise all its rights and remedies under this Agreement or applicable Law or available in equity to prevent such unauthorised or illegal use and / or seek indemnification for any Loss or Claim, as provided under Clause 8, resulting from such unauthorised or illegal use of the Confidential Information and / or the Content and Courseware.

12.4 Upon termination, neither Party shall have any further obligations under this Agreement, other than (a) the liabilities accrued up to the date of termination and (b) the obligations which by their terms survive termination, including, without limitation, the applicable confidentiality and indemnification provisions of this Agreement.

13. ASSIGNMENT

13.1 This Agreement and the rights and obligations under this Agreement shall not be assigned, in whole or in part, by the Trainer to a third party without the prior written consent of the Company. This Agreement and the rights and obligations under this Agreement may be assigned by the Company, in whole or in part, to any third party.

14. GOVERNING LAW AND JURISDICTION

14.1 For Trainers who are a resident of the U.S.A., this Agreement shall be governed by and construed in accordance with the Laws of New York and the courts in New York shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, this Agreement.

14.2 For Trainers who are not a resident of the U.S.A., this Agreement shall be governed by and construed in accordance with the Laws of India and the courts in New Delhi, India shall have the exclusive jurisdiction over any matter relating to, in connection with, or arising out of, this Agreement.

15. DISPUTE RESOLUTION

15.1 Where the Trainer is not a resident of the U.S.A., any dispute between the Parties arising in connection with the interpretation or implementation of this Agreement or any Clause hereof, or the Scope of Engagement, shall be referred and finally resolved by arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be held at New Delhi, India. The arbitration shall be conducted by a sole arbitrator, appointed by mutual agreement of the Parties. The arbitration proceedings shall be conducted in English language. The award rendered by the arbitration panel shall be final, conclusive and binding on the Parties and shall be subject to enforcement in any court of competent jurisdiction.

15.2 Nothing contained in Clause 15.1 shall limit or restrict the right of the Parties to approach a court of competent jurisdiction for grant of interim reliefs in accordance with the applicable Laws.

16. NOTICE

16.1 Any notice, communication or statement required to be given under this Agreement shall be in writing and shall be sent by hand delivery, registered post with postage full prepaid and with acknowledgment due, receipted courier, or by electronic mail to the applicable Party at the contact details indicated below or to such other address as a Party shall designate by similarly giving notice to the other Party. Notice to be given to the Company: Address: RD Plaza, Dwarka Sector -13, Opp.NSUT, New Delhi Phone: +91-99-9998-3760 / +91-98-1820-6203 Email: hello@decodr.in Notice to be given to the Trainer:

1. Trainer Address *

H5, Sri Ganapathy Nager, R K Puram, Mangadu, Chennai - 600 122, TN.

2. Trainer Phone Number *

+91 807 214 2507 // +91 909 442 5220

3. Trainer Email *

nivimachinelearning@gmail.com

17. SEVERABILITY

17.1 If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any applicable Laws, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable Laws. If any provision or a part thereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the remaining provisions shall continue in full force and effect, and the Agreement shall be deemed to be reformed by replacing such invalidated or unenforceable provision with a valid and enforceable provision that gives effect as closely as possible to the intentions of the Parties as expressed by the invalidated or unenforceable provision.

18. ENTIRE AGREEMENT AND ALTERATION

18.1 No modification, amendment, supplement or waiver or of any provision of this Agreement shall be effective unless made by a written instrument duly executed by both the Parties which specifically refers to this Agreement. Both the Parties agree to consider email as a written instrument for the purposes of this Clause 18.1.

18.2 This Agreement along with the Online Usage Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, representations or agreements, either written or oral.

18.3 Each Scope of Engagement shall reflect a separate agreement of the Parties, and, unless otherwise clearly stated in writing, the terms of one Scope of Engagement shall be independent of, and shall have no impact upon the terms of any other Scope of Engagement.

ANNEXURE – A

Scope of Engagement

All Trainings to be conducted on behalf of Decodr Technologies Pvt. Ltd. for the following professional certification courses, at the agreed upon rate of:

The remunerations are inclusive of taxes for facilitating the complete classroom or online course, which will be decided case to case basis by Decodr at its sole discretion as per the email confirmation, for the course mentioned below:

INR 1,000 per hour (In words – One Thousand Rupees per hour) with the program duration not more than what is mentioned in program calendar.

Other Terms & Conditions:

- a) Trainers need to familiarize themselves with Decodr course structure before conducting the training. A discussion session with Decodr regular faculty can be organized, if requested. There should not be any negative feedback on the courseware during/after the training. Any constructive/positive feedback will be appreciated. The trainer should accept the offer to train only when they are absolutely confident of Decodr's course-structure.
- b) The trainer needs to take complete ownership of providing the best classroom training experience to the participants. Trainer should not only focus on his training delivery aspect but also on courseware which will help us in achieving 100% customer satisfaction. If any further support is required to accomplish this, trainer can share their concern in writing to Decodr's contact person.
 - a. We don't want feedbacks from the participants showing faculty rating as 100% but negative feedbacks for courseware. This is the main reason for us to insist on courseware feedbacks from the trainers before accepting the offer to train.
 - b. Trainers should be absolutely comfortable with the duration of courses planned by Decodr before accepting the offer to train for Decodr.
- d) Conveyance will not be provided for the trainings to be handled in the base city.
- e) For trainings handled outside the base city, reimbursement/per diem will be decided on a case-to- case basis before the training session.
- f) Hotel accommodation for outstation trainings will be booked by Decodr. However if the trainer prefers to have their own accommodation, the Hotel and Rates have to be pre-approved in written by the authorized signatory from Decodr Technologies Pvt. Ltd.
- g) Assessments of training conducted by the Trainer shall be performed on the basis of the feedback received from the Participants. The program shall be deemed to be successfully completed if the Trainer receives an average feedback of 4 or more out of 5. In the instance, where the Train receives average feedback of less than 4 from the Participants, the Trainer will not be engaged for any future training.
- h) Trainer should not share his email id and contact details with the Participants; all communication with the Participants should happen through the Company and the Trainer is not authorized to collect the Participant's contact details.
- i) Payment will be processed within 30 days from the date of invoice; hard copy of the signed invoice must be sent along with the feedback forms.
- k) 5% of the overall agreed amount to be paid to the Trainer shall be subject to deduction if the workshop is delayed by more than 10 minutes because of any issues from trainer end.
- l) 10% of the overall amount would be deducted if the trainer is not able to join the online session on any date as agreed with Decodr and as per email confirmation. This is applicable only when the participants are convinced and the session resumes normally from next day and by providing compensation for the one day loss with

agreed alternate dates with Decodr (or it would be as per Clause K, the session would be considered incomplete and no payment would be made to the trainer)

m) In the event a trainer logs in the absence of the scheduled trainer, in such an event the additional trainer shall be entitled to receive an additional incentive amount of 50% of the agreed amount as per the terms set out the Agreement (Master Service Agreement), such an additional incentive amount shall be calculated on a pro-rated basis for the number of hours scheduled for the workshop.

n) For Self-paced videos, there will be a deduction of 10% from the overall invoice amount if the delivery of the complete project gets delayed by 7 days. For further delay upto 15 days there will be additional deduction of 15% from the over-all invoice amount.

Additional Earning Opportunities

Decodr always considers trainers as their business affiliates. It offers the following benefits for being part of Decodr's trainer pool.

1. On conversion of in-house batches for Decodr, 10% of the revenue is shared from the training as a bonus to the trainer.

4. By checking the checkbox you are agreeing to the terms and conditions of service stated in this Form *

Tick all that apply.

☒ Yes, I agree with the terms and conditions

5. Signature *



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