

Creating a foolproof freelancer agreement

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2 / 2

I'll help you create a comprehensive, foolproof version of this Business Development Services Agreement. Let me analyze the uploaded documents and create an enhanced version that protects InTime's interests while maintaining the business relationship.

Now let me also create the complete, legally enhanced agreement document that you should use:

Let me now copy these enhanced documents to your outputs folder so you can easily access them:

```
bash
```

```
cp /home/clause/InTime_BDS_Agreement_*.md /mnt/user-data/outputs/
```

Output

```
exit code 0
```

Summary

I've created two comprehensive documents for you:

1. Enhanced Agreement Analysis

([InTime_BDS_Agreement_NonIT_Enhanced_v2.md](#))

This document provides:

- Key improvements and protections added
- Detailed breakdown of payment structure
- Risk mitigation summary
- Implementation checklist
- Red flags to watch for
- Recommendations for additional protections

2. Complete Enhanced Agreement

([InTime_BDS_Agreement_Complete_Enhanced.md](#))

This is the full legal agreement with:

- **Dual entity structure** (both InTime USA and SyncTime India as clients)
- **Performance-based payment structure** (40% upfront, 30% delivery, 30% performance)
- **90-day warranty period** with clear performance criteria
- **Minimum requirement threshold** (5 jobs within 60 days)
- **Proportionate refund mechanisms**
- **Comprehensive legal protections**

Key Protections Added

1. Payment Structure

Instead of paying everything upfront, you now pay:

- 40% to start each phase
- 30% upon delivery of agreements
- 30% after 30-day performance verification

2. Performance Guarantees

Each client must:

- Share at least 5 job requirements within 60 days
- Respond within 48 hours to communications
- Remain active for 90 days

3. Refund/Replacement Rights

If clients don't perform:

- Supplier must replace within 30 days OR
- Refund proportionate amount within 15 days

4. Legal Protections

- Joint liability between your entities
- Liability capped at amount paid
- No guarantees on business outcomes (placements, revenue)
- Clear dispute resolution process

Next Steps

1. **Review with legal counsel** before signing
2. **Negotiate key terms** with supplier (they may resist some protections)
3. **Set up tracking systems** for performance monitoring
4. **Document everything** from day one

[View Enhanced Agreement Analysis](#)

[View Complete Enhanced Agreement](#)

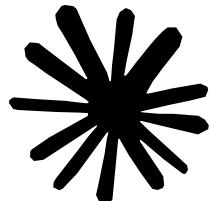
The enhanced agreement significantly reduces your risk while maintaining a workable business relationship. The performance-based payment structure ensures you only pay for results, and the warranty period protects against non-performing clients.

Intime bds agreement nonit enhanced v2

Document · MD

Intime bds agreement complete enhanced

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Claude can make mistakes. Please double-check responses.

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BUSINESS DEVELOPMENT SERVICES AGREEMENT

FOR NON-IT DIRECT CLIENTS (BULK DEAL)

Enhanced Version 2.0 - Comprehensive Terms

KEY IMPROVEMENTS IN THIS VERSION

1. PROTECTION MECHANISMS ADDED

- **Dual Entity Structure:** Both InTime USA and SyncTime India as joint clients for better legal coverage
- **Performance-Based Payments:** 40% upfront, 30% on delivery, 30% after performance verification

- **90-Day Warranty Period:** Each client must remain active and responsive for 90 days
- **Minimum Requirement Threshold:** Each client must share at least 5 job requirements within 60 days
- **Proportionate Refunds:** Clear calculation methods for non-performing clients
- **Replacement Guarantees:** Supplier must replace non-performing clients within 30 days

2. CLEAR PERFORMANCE CRITERIA

- **SPOC Responsiveness:** Must respond within 48 business hours
- **No Ghosting Clause:** Cannot go silent for more than 5 business days
- **Active Engagement:** Must maintain functional business relationship
- **Documentation Requirements:** All parties must maintain communication records

3. PAYMENT SAFEGUARDS

- **Milestone-Based Structure:** Payments tied to specific deliverables
- **Performance Verification:** 30-day evaluation period before final payment
- **Withholding Rights:** Can withhold proportionate amounts for non-performance
- **Refund Mechanisms:** Clear triggers and timelines for refunds

4. LEGAL PROTECTIONS

- **Joint and Several Liability:** Both InTime entities are protected
- **Limitation of Liability:** Caps supplier liability at amount paid
- **No Business Performance Guarantees:** Supplier doesn't guarantee placements or revenue
- **Force Majeure Provisions:** Protection against unforeseen circumstances
- **Comprehensive Dispute Resolution:** Negotiation → Mediation → Arbitration

5. OPERATIONAL CLARITY

- **Phase-Wise Delivery:** Clear timelines for each phase
- **Monthly Reporting:** Required during warranty period
- **60-Day Checkpoint:** Verification of minimum requirements
- **Knowledge Transfer:** Basic support included but limited

AGREEMENT STRUCTURE

PARTIES AND RECITALS

- Clearly defines InTime USA and SyncTime India as joint clients
- Establishes corporate relationship and payment structure
- Defines supplier obligations and limitations

ARTICLE 1: DEFINITIONS AND KEY TERMS

- All critical terms defined upfront
- Payment structure clearly outlined
- Performance metrics specified

ARTICLE 2: CORPORATE STRUCTURE AND AUTHORITY

- **NEW:** Explains dual-entity structure
- Joint and several liability
- Payment authority clarification
- Intercompany arrangements

ARTICLE 3: PERFORMANCE CRITERIA FOR MILESTONE PAYMENTS

- **NEW:** Detailed performance requirements
- Evaluation process
- Proportionate withholding examples
- Clear triggers for payment release

ARTICLE 4: SERVICES AND SUPPLIER OBLIGATIONS

- Comprehensive service description
- Warranty obligations
- Replacement/refund provisions
- Clear limitations on guarantees

ARTICLE 5: CLIENT ACCEPTANCE AND OBLIGATIONS

- Client acknowledgments
- Payment obligations
- Documentation requirements
- Cooperation duties

ARTICLE 6: FORMAL TERMINATION PROCESS

- **NEW:** Structured termination rights
- Valid grounds for termination
- Effects of termination
- Post-termination obligations

ARTICLE 7: PERFORMANCE METRICS AND MONITORING

- **NEW:** Monthly reporting requirements
- 60-day checkpoint process
- Dispute resolution during warranty

- Documentation standards

ARTICLE 8: CONFIDENTIALITY

- Standard confidentiality terms
- 3-year survival period
- Non-disclosure of agreement terms

ARTICLE 9: TERMINATION OF AGREEMENT

- Multiple termination triggers
- Refund obligations
- Effects of termination
- Continuing obligations

ARTICLE 10: GOVERNING LAW AND DISPUTE RESOLUTION

- Indian law governs
- Hyderabad jurisdiction
- Escalating dispute resolution
- Interim relief provisions

ARTICLE 11: FORCE MAJEURE

- **NEW:** Comprehensive force majeure events
- Notice requirements
- Mitigation obligations
- Termination rights

ARTICLE 12: LIMITATION OF LIABILITY

- **NEW:** Caps supplier liability
- Excludes consequential damages
- No liability for business performance
- Market condition protections

ARTICLE 13: GENERAL PROVISIONS

- Entire agreement
- Amendment requirements
- Severability
- Assignment restrictions
- Electronic signatures

ARTICLE 14: PAYMENT TERMS

- Payment methods
- Bank details
- Tax obligations
- Currency specifications

KEY PROTECTIVE CLAUSES

1. PERFORMANCE WARRANTY (Article 4.2.c)

"SUPPLIER guarantees that for a period of 90 (Ninety) Days from the date of delivery of each Direct Hire Agreement and SPOC Details, each Direct End Client shall:

- Have a responsive SPOC who responds within 48 business hours
- Share minimum 5 distinct Non-IT Full Time job requirements within 60 days
- Maintain active engagement throughout the 90-day period"

2. PROPORTIONATE REFUNDS (Article 4.2.e)

"Refunds calculated at Rs. 3,00,000 per Direct End Client (total Phase amount ÷ number of clients)"

3. NO BUSINESS GUARANTEES (Article 4.2.h)

"SUPPLIER provides no guarantee regarding:

- Interview opportunities or placement success
- Revenue generation or profitability
- Long-term continuity beyond warranty period"

4. PERFORMANCE PAYMENT WITHHOLDING (Article 3.2.d)

"If Performance Criteria not satisfied, withhold on proportionate basis: (Total Performance Payment ÷ Number of Clients) × Non-Performing Clients"

5. LIMITATION OF LIABILITY (Article 12.1)

"SUPPLIER's total liability shall not exceed the total amount actually paid by CLIENT"

PAYMENT BREAKDOWN

TOTAL: Rs. 30,00,000 for 10 Clients + 2 Bonus

Phase 1: Rs. 12,00,000 (4 Clients)

- **Milestone 1.1:** Rs. 4,80,000 (40%) - Upon signing
- **Milestone 1.2:** Rs. 3,60,000 (30%) - Upon delivery

- **Milestone 1.3:** Rs. 3,60,000 (30%) - After 30-day performance

Phase 2: Rs. 9,00,000 (3 Clients)

- **Milestone 2.1:** Rs. 3,60,000 (40%) - After Phase 1 completion
- **Milestone 2.2:** Rs. 2,70,000 (30%) - Upon delivery
- **Milestone 2.3:** Rs. 2,70,000 (30%) - After 30-day performance

Phase 3: Rs. 9,00,000 (3 Clients)

- **Milestone 3.1:** Rs. 3,60,000 (40%) - After Phase 2 completion
- **Milestone 3.2:** Rs. 2,70,000 (30%) - Upon delivery
- **Milestone 3.3:** Rs. 2,70,000 (30%) - After 30-day performance

RISK MITIGATION SUMMARY

FOR INTIME:

- Only 40% paid upfront per phase
- 30% held until delivery verified
- 30% held until performance proven
- 90-day warranty on each client
- Minimum 5 requirements guarantee
- Replacement or refund options
- Proportionate withholding rights
- Clear non-performance definitions
- Monthly reporting requirements
- Documentation requirements

FOR SUPPLIER:

- Clear deliverables defined
- Reasonable performance criteria
- No guarantee of business outcomes
- Limited liability
- Payment certainty after warranty
- Dispute resolution process
- Force majeure protection

IMPLEMENTATION CHECKLIST

BEFORE SIGNING:

- Review with legal counsel
- Confirm bank details for both parties
- Set up tracking system for performance metrics
- Prepare template for Direct Hire Agreements
- Establish communication protocols
- Create documentation system

AFTER SIGNING:

- Transfer Milestone 1.1 payment
- Begin Phase 1 tracking
- Set calendar reminders for all milestones
- Create shared tracking spreadsheet

- Establish weekly check-in calls
- Document all SPOC interactions

DURING EACH PHASE:

- Track delivery dates for each client
- Monitor 60-day requirement threshold
- Document all communications
- Conduct 30-day performance review
- Process milestone payments timely
- Address issues immediately

AT 60-DAY CHECKPOINT:

- Count requirements from each client
- Document any non-performance
- Invoke replacement if needed
- Calculate proportionate withholding
- Notify supplier of issues

AT 90-DAY WARRANTY END:

- Final performance assessment
- Close out warranty obligations
- Document relationship status
- Release final payments if due
- Transition to direct management

RECOMMENDED ADDITIONS FOR MAXIMUM PROTECTION

1. ESCROW ARRANGEMENT

Consider holding Performance Payments (30%) in escrow until criteria met

2. PERFORMANCE BOND

Require supplier to provide bank guarantee for upfront payments

3. AUDIT RIGHTS

Include right to audit supplier's communications with clients

4. NON-COMPETE CLAUSE

Prevent supplier from working with competitors during engagement

5. IP PROTECTION

Ensure all client relationships become InTime's intellectual property

6. INSURANCE REQUIREMENT

Require supplier to maintain professional liability insurance

7. BACKGROUND CHECKS

Right to verify legitimacy of Direct End Clients provided

8. PILOT PROGRAM

Consider starting with 1-2 clients before committing to full 10

RED FLAGS TO WATCH

WARNING SIGNS:

⚠️ Delays in providing Direct Hire Agreements ⚠️ SPOC details incomplete or incorrect ⚠️
Clients not responding within first week ⚠️ Requirements below minimum threshold ⚠️ Requests
for additional payments ⚠️ Changes to agreed terms ⚠️ Lack of documentation ⚠️ Unwillingness
to provide reports

IMMEDIATE ACTIONS IF RED FLAGS APPEAR:

1. Document everything
2. Send formal written notice
3. Invoke performance clauses
4. Withhold pending payments
5. Demand replacement/refund
6. Consider termination
7. Seek legal counsel

CONCLUSION

This enhanced agreement provides comprehensive protection for InTime while maintaining a fair business relationship with the supplier. The key improvements include:

1. **Performance-based payment structure** that minimizes upfront risk
2. **Clear performance criteria** with measurable thresholds
3. **90-day warranty period** for each client delivered
4. **Proportionate refund mechanisms** for non-performance
5. **Comprehensive legal protections** including liability limits

The agreement balances the need for business development support with prudent risk management, ensuring InTime's interests are protected throughout the engagement.

NEXT STEPS

1. **Legal Review:** Have your attorney review this enhanced version
2. **Negotiate Terms:** Discuss key changes with supplier
3. **Documentation System:** Set up tracking before signing
4. **Payment Schedule:** Prepare milestone payment calendar
5. **Performance Monitoring:** Establish measurement systems
6. **Communication Protocol:** Define escalation procedures

Remember: The goal is a win-win relationship where both parties succeed, but with appropriate protections for your investment.

Artifacts

Intime bdm agreement enhanced v2.0

Document · MD

Intime bdm agreement final

Document · DOCX

Intime bdm agreement final v2

Document · PDF

Intime bds agreement complete enhanced

Document · MD

Intime bds agreement nonit enhanced v2

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