

Contractor Agreement

(Independent Contractor – India)

Date: 22 January 2025

Parties:

- **Consortium e-Learning Network Private Limited (Celnnet)**, registered office at A-118, 1st Floor, Sector-63, Noida – 201301 (“Company”)
- **Ms. Aaroohi Chaudhary**, Village & Post Jhitkari, Meerut, UP – 250342, PAN: CKVPC9846B, Mobile: 7037443899 (“Contractor”)

1. Nature of Engagement

- 1.1 The Contractor is engaged on a **principal-to-principal, independent contractor basis**. Nothing creates an employment, partnership, or agency relationship.
- 1.2 Contractor shall not be entitled to PF, ESIC, gratuity, bonus, leave encashment, or any employee benefits.
- 1.3 Contractor shall be responsible for all statutory registrations, taxes (income-tax, GST if applicable), and compliance obligations.

2. Services & Standards

- 2.1 Contractor will provide **Proof Reading, Marketing, Editing, Publication and Coordination of Journals/Books** or as directed by the Company.
- 2.2 Services must be performed professionally, diligently, and to Company’s satisfaction.
- 2.3 Contractor will comply with all **applicable laws** and maintain necessary records.

3. Term & Termination

- 3.1 Agreement commences on signing date and continues unless terminated earlier.
- 3.2 Either Party may terminate by **30 days’ written notice**.
- 3.3 Immediate termination (no notice) if:
 - Breach of confidentiality/IP,
 - Fraud, gross negligence, or misconduct,
 - Insolvency or incapacity,
 - Violation of law or repeated non-performance.
- 3.4 On termination, Contractor shall promptly return all Company material and deliver work-in-progress.

4. Fees & Payment

- 4.1 Compensation: **₹15,000 per month**, subject to performance and visits as verified by Company.
- 4.2 Payment against Contractor’s **monthly invoice** within **30 days**, after deductions for **TDS under Income Tax Act, 1961**.
- 4.3 If GST-registered, Contractor must issue GST-compliant invoices.
- 4.4 Reimbursement of prior-approved expenses on submission of receipts.

5. Intellectual Property (IP)

- 5.1 All work, reports, databases, code, content, and materials created under this Agreement (“Work Product”) are **sole property of the Company**.
- 5.2 Contractor assigns all rights, title, and interest in Work Product to Company upon creation.
- 5.3 Contractor warrants no third-party rights are infringed.
- 5.4 Any pre-existing materials integrated by Contractor are licensed to Company on a **perpetual, royalty-free basis**.

6. Confidentiality

- 6.1 Contractor shall not disclose or use Company’s confidential information during or after engagement for **3 years**.
- 6.2 Confidential Information includes business data, reviewer/author details, pricing, strategies, IP, and trade secrets.
- 6.3 On termination, Contractor must return or destroy all Confidential Information.

7. Non-Solicitation & Business Protection

- 7.1 **During term:** Contractor shall not engage in directly competitive activities with Company’s publishing/marketing operations without prior written consent.
- 7.2 **For 12 months post-termination:** Contractor shall not solicit Company’s clients, reviewers, authors, vendors, or employees with whom Contractor had direct dealings.
- 7.3 Broad post-termination **non-compete clauses** are avoided to remain enforceable under Indian Contract Act §27.

8. Indemnity & Liability

- 8.1 Contractor shall indemnify Company against claims, damages, costs, or penalties arising from Contractor’s breach, negligence, fraud, or IP infringement.
- 8.2 Contractor’s aggregate liability capped at **12 months’ fees or ₹2,00,000 (whichever is higher)**, except for fraud, confidentiality/IP breach, or gross negligence, which are uncapped.

9. Insurance

- 9.1 Contractor shall maintain appropriate liability insurance and provide evidence on request.

10. Force Majeure

- 10.1 Parties excused for non-performance due to events beyond control (natural disasters, strikes, government orders, etc.). Either Party may terminate if such event lasts beyond **30 days**.

11. Governing Law & Dispute Resolution

- 11.1 Governed by **laws of India**.
- 11.2 Disputes referred to **arbitration under Arbitration & Conciliation Act, 1996**, seat at **New Delhi**, sole arbitrator appointed mutually (or DIAC appointment).
- 11.3 Courts at **New Delhi** have jurisdiction for interim relief.

12. Miscellaneous

- 12.1 Contractor cannot assign or subcontract without Company's written consent.
- 12.2 Contractor acknowledges injunctive relief may be sought for breach of IP/confidentiality.
- 12.3 This Agreement is the entire understanding and supersedes prior agreements.

13. Security Deposit (Modified)

Contractor shall provide either:

- 13.1 Security deposit equal to **one month's fee** (refundable after one year), OR
- 13.2 Deduction of equivalent from final invoice if required notice is not served. Retention of original academic documents is **removed** as it may be challenged legally.

Signatures

For **Consortium e-Learning Network Pvt. Ltd.**

Name: Puneet Mehrotra

Title: Managing Director

Signature: _____

Date: _____

For **Ms. Aarohi Chaudhary (Contractor)**

Signature: _____

Date: _____