### **AGREEMENT FOR SERVICES**

This AGREEMENT FOR SERVICES (hereinafter referred to as "**Agreement**") is executed on date:\_\_\_\_\_\_\_\_\_\_.

BY AND BETWEEN

**ABC, ,** a company incorporated and registered under the laws of the Republic of India (),having its Registered office at ACB, India and its Head Office at 4th Floor, Axis Bank Building, Plot no.227, 2nd Cross, Neeladri Road, Electronic City Phase 1, Bangalore – 560100, Karnataka, hereinafter referred to as the **“First Party”** or **“ABC”** which expression shall unless excluded by or repugnant to the context and meaning thereof, be deemed to mean and include its administrator, legal representatives, successor(s) in business or their interest and permitted assigns

AND

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a Companyhaving its Registered Office at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“**Company**”) (collectively referred to herein as the “**Parties**” and individually as the “**Second** **Party**”), shall unless excluded by or repugnant to the context and meaning thereof, be deemed to mean and include its administrator, legal representatives, successor(s) in business or their interest and permitted assigns

**WHEREAS**

1. ABC is into business of online certification training in various disciplines such as Cloud Computing, Java, Big Data, Project Management, Agile, Linux, CCNA, and Digital Marketing.

2. Second Party is engaged in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. ABC is desirous of engaging the Second Party for delivering/ providing the Services specifically described in **Schedule 1** to this Agreement.

4. The Parties are desirous of terms and conditions agreed between them as particularly set out hereunder.

**NOW THE PARTIES HERETO AGREE AS FOLLOWS:**

1. APPOINTMENT, SERVICES AND TERM

1.1. ABC hereby agrees to engage the Second Party and the Second Party agrees to provide all the Product/ Services that are listed in Schedule 1 hereto (“scope of work”) on the terms and conditions set out in this Agreement. The Parties hereby agree that any changes to the scope of work shall be subject to mutual agreement recorded in writing between the Parties.

1.2. The Second Party shall identify and employ personnel having relevant skill and technical experience in undertaking the scope of work mentioned in Schedule 1. The relevant personnel shall work on an exclusive-basis and may not be transferred/ replaced without the prior approval of the ABC, subject to reasonable exceptions.

1.3. Both Parties agree that time is of utmost essence in this Agreement. The Second Party shall be solely responsible for timely completion of work and delivery thereof in accordance with the timelines agreed upon. For this purpose, the ABC agrees to provide the necessary instructions/ confirmation/ clarifications in order to facilitate the Second Party in timely completion of work under this Agreement.

1.4. This Agreement shall come into effect from the date mentioned in the first line of this agreement and shall be valid for an initial period of 12 months from the Effective Date or till the completion of scope of work, whichever is earlier (“**Term**”), unless renewed or terminated in accordance with the terms of this Agreement.

2. CONSIDERATION AND PAYMENT TERMS

2.1. ABC shall pay to the Second Party an aggregate of the amount specified by the corresponding person from ABC confirmed through email communications for scope of work under this Agreement (“**Consideration**”).

2.2. Applicable Goods and Service Tax or any similar government taxes/ levies may be charged at the prevailing rates in force, over and above the Consideration.

2.3. The Second Party shall issue an invoice compliant with the applicable laws and regulations which shall enable ABC claim the credit for taxes paid, wherever applicable.

2.4. The Second Party shall raise invoices on the ABC ,subject to timely completion of work.

2.5. It is mutually agreed between both Parties that the Consideration specified in Clause 2.1 above is the full and final amount for the scope of work undertaken in accordance with this Agreement and the Second Party agrees not to make any claim for any escalation of consideration for the scope of work under this Agreement, unless otherwise agreed to in writing between both the Parties.

10. Independent contractor

Nothing contained in this Agreement shall be deemed to imply or constitute either Party as the agent or representative of the other Party or both Parties as parties to a joint venture or partners for any purpose and shall not create or deemed to have created any employee-employer or principal-agent relationship between the Parties under any circumstances. The employees of a Party shall not constitute or be considered as employees or agents of the other Party under any circumstances. Both the Parties shall be independent and either party has no authority to bind or make any commitment on behalf of the other Party.

15. COPYRIGHT:

Copyright © 2018 ABC Software Private Limited. All Rights Reserved. Unless otherwise indicated, all content developed by vendors/ authors/ contractors/ employees on the technical content/ description/ any other work are the sole rights and shall always deemed to have been the sole rights of ABC. No part of these contents, either text or image may be used for any purpose other than official use. Therefore, reproduction, modification, storage in a retrieval system or retransmission, in any form or by any means, electronic, mechanical or otherwise, for reasons other than official use, is strictly prohibited without prior written permission by ABC. All the Copyrights of the Company shall remain vested with the Company, unless otherwise agreed in writing.

16. NOTICES

All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the Parties at the addresses set forth below:

**ABC Software Private Limited**

Name :

Address:

E-mail id:

IN WITNESSES whereof, the parties have signed this Agreement on the date, month and year mentioned below:

|  |  |  |
| --- | --- | --- |
| SIGNED for and on behalf of | SIGNED for and on behalf of |  |
| **ABC SOFTWARE PRIVATE LIMITED** | **The Company** |  |
|  |  |  |
|  |  |  |
| …………………………………….. |  |  |
| **Authorised Signatory** |  |  |
|  |  |  |
| ………ABC………….. | …………………………………………….. |  |
| **Print Name** | **Print Name** |  |
|  |  |  |
| …………….. | …………………………………………….. |  |
| **Designation** | **Occupation** |  |
|  |  |  |
| ………………………………….. | …………………………………………….. |  |
| **Date** | **Date** |  |
|  |  |  |
|  |  |  |
| …..ABC Software Pvt Ltd….. |  |  |
| **Common Seal** |  |  |

**SCHEDULE 1**

**A. Scope of Work**

**Content Development**

The Second Party (also referred to as “Developer”) shall be required to develop content for ABC on a “works for hire” basis as under:

· Application/Services Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Specific inclusions**

· Proof reading/ copy editing etc.

· Changes/ rework after feedback from ABC

Upon completion of scope of work (‘**Work**’), developer shall submit the same to ABC for review, confirmation and work acceptance.

**B. Acceptance of Work**

· Upon submission of Work by the developer, ABC shall critically review the same for review and comments. The Work shall go through a series of tests and the developer shall receive detailed feedback on every Work submitted.

· The developer shall be required to undertake reworks/ modifications in case needed based on the feedback received from ABC and resubmit for review and confirmation.

· Where ABC is satisfied with the Work and shall convey its acceptance of the Work.

· Where the content is still deemed unsatisfactory even after rework by developer, ABC holds the right of sending written notice to the developer to modify the content .

**C. Other terms and Conditions**

· All the content developed by the developer for ABC shall be original and not infringe any other party’s Intellectual Property Rights. In case the content is found plagiarized, developer shall be subject to penalty and severe legal consequences.