**CONSULTANCY AGREEMENT**

This Consultancy Agreement (hereinafter, the “**Agreement**”) is made and entered into on this \_<enter date>\_\_ day of \_ <enter month>\_\_, \_\_\_<enter year>\_\_ (hereinafter, the **“Effective Date”)**

BY AND BETWEEN

\_\_\_\_\_, having its registered office at “100 High st, 16th floor, Boston MA 02110 USA”(hereinafter, referred to as the “**Company**”, which term shall be deemed to include all parent and subsidiary entities and permitted assigns) on the FIRST PART;

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at [**.**] (hereinafter, the “**Consultant**”, which term shall be deemed to include all permitted successors and assigns) on the SECOND PART.

The party of the first part and second part shall be individually referred to as “**Party**” and collectively as “**Parties**”.

**WHEREAS**, the Consultant offers \_\_\_\_\_\_\_.

**NOW THEREFORE**, the Parties, in consideration of the mutual covenants, undertakings and commitments set forth herein, agree as follows:

1. **CONSULTING SERVICES**
   1. The Consultant agrees to provide his expertise to the Company for all things pertaining to the following:

(Hereinafter referred to as the “Services”)

* 1. The Consultant shall provide the Services and/or any other services as mutually agreed upon in writing by the Parties in a diligent and sincere manner, to the best of his abilities.
  2. The Services have been specially assigned and ordered by the Company. To the extent that the Consulting Services include any material subject to copyright, trademark, patent or other form of intellectual property, the Consulting Services are performed as “work made for hire”.

1. **COMPENSATION** 
   1. In consideration for the Consulting Services, the Consultant shall be paid \_\_\_\_, after payment of expenses and other costs, subject to statutory tax deductions.
   2. The Payment will be made every [.]
   3. No other fee or expenses shall be paid to the Consultant, unless the Company has approved such fee or expenses in writing.
   4. The Consultant shall be solely responsible for any and all taxes, social security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes or other legal requirements applicable to such compensation or to the Consultant.
   5. The Consultant hereby indemnifies and holds the Company harmless from any claims, penalties, losses, costs, liabilities, injuries or damages suffered by the Company arising out of the Consultant’s failure with respect to its obligations under this clause.
2. **OWNERSHIP AND ASSIGNMENT**
   1. The Parties agree that the Company shall have complete and sole ownership over any Work Product created as a result Services performed by the Consultant under this Agreement.
   2. The Consultant shall promptly disclose in writing to the Company all works, products, discoveries, developments, designs, innovations, improvements, inventions, formulas, processes, techniques, know-how and data (whether or not patentable, and whether or not at a commercial stage, or registerable under any intellectual property laws) which are authored, made, conceived, reduced to practice or learned by the Consultant (either alone or jointly with others) during the period that Consultant provides the Services to the Company, as a result of performing the Services including any concepts, ideas, suggestions and approaches related thereto or contained therein (collectively, the “**Innovations**”).
   3. All materials, including without limitation any documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the “**Materials**”), which are furnished to the Consultant by the Company, or which are developed in the process of performing the Services, or embody or relate to the Services, Confidential Information (defined below) or the Innovations are the property of Company, and shall be returned by Consultant to the Company promptly at the Company’s request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. The Consultant is granted no rights in or to such Materials, the Company Information or the Innovations, except as necessary to fulfill its obligations under this Agreement. Consultant shall not use or disclose the Materials, Company Information or Innovations to any third party.
   4. The Consultant hereby assigns and agrees to assign to the Company, without royalty or any other consideration except as expressly set forth herein, all worldwide right, title and interest that the Consultant may have or acquire in and to (i) all Materials; (ii) all Innovations (iii) all worldwide patents, patent applications, copyrights, mask work rights, trade secrets rights and other intellectual property rights in any Innovations; and (iv) any and all “moral rights” or right of “droit moral” (collectively “**Moral Rights”),** that Consultant may have in or with respect to any Innovations. To the extent any Moral Rights are not assignable, the Consultant waives, disclaims and agrees that the Consultant will not enforce such Moral Rights.
3. **RELATIONSHIP OF THE PARTIES**
   1. The Consultant and Consultant Personnel shall, at all times, remain independent contractors.
   2. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
   3. The Consultant may not act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.
   4. The Consultant shall not be entitled to any benefits accorded to any employees of the Company or other benefits generally granted to employees including but not limited to insurance, vacation, retirement benefits and sick pay.
4. **CONFIDENTIALITY** 
   1. **Confidential Information:**
      1. The Company owns and may develop, compile and own certain proprietary techniques, trade secrets, and confidential information, which are very valuable to the Company (collectively, “**Confidential Information**”). The Company may disclose or the Consultant may learn the Confidential Information to Consultant during the Consultant's performance of the Services.
      2. Confidential Information is any information relating to the Company that is not in the public domain and not accessible by the general public.
      3. Confidential Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business that the Company is engaged in or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company.
      4. Confidential Information includes, but is not limited to, any and all information concerning the business of the Company, business or product plans, customer, partner or third party details, business contacts, discoveries, developments, designs, improvements, formulas, software programs, strategies, requirements, processes, techniques, know-how, data, research techniques, marketing, sales or other financial or business information, time, effort estimates, costs, technical and business process management tools used; and all derivatives, improvements and enhancements to any of the above. Company Information also includes like third-party information, which is in Company’s possession under an obligation of confidential treatment.
   2. **Non- disclosure and Protection:**
      1. The Consultant agrees that at all times during or subsequent to the performance of the Services, the Consultant will keep confidential and not divulge, communicate, cause to be disclosed, publish, disseminate or otherwise make available or use Confidential Information, except for the Consultant's own use during the Term of this Agreement and only to the extent necessary to perform the Services.
      2. The Consultant further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Confidential Information from the Company, without prior written approval of the Company.
5. **TERM AND TERMINATION**
   1. **Term:** This Agreement shall take effect immediately from the Effective Date and continue to remain in full force and effect until the Consultant has completed the Services (hereinafter, the **“Term”**), unless terminated earlier in accordance with this Agreement.
   2. **Termination:** Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party:

(i) is in material breach of this Agreement and has failed to cure such breach within \_\_\_ after its receipt of written notice of such breach provided by the non-breaching Party;

(ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or

(iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

1. **REPRESENTATIONS**

Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

1. **NON COMPETITION**

During the term of this Agreement and for \_\_\_ after the conclusion or termination of the Agreement, the Consultant shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Company or any of its subsidiaries.

1. **NON SOLICITATION**
   1. During the term of this Agreement and for \_\_\_ after the conclusion or termination of the Agreement, the Consultant will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company’s clients, prospects, employees or contractors.
   2. During the term of this Agreement and for \_\_\_\_\_ after the conclusion or termination of the Agreement, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company’s employees, or contractors for work at another company.
2. **INDEMNIFICATION**

The Consultant shall indemnify and hold harmless the Company, their affiliates, and their agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys’ fees and costs, arising out of, or relating to, the Consultant’s services under this Agreement.

1. **LIABILITY**

Except with respect to the parties’ indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

1. **DISCLAIMER OF WARRANTY**

The warranties contained herein are the only warranties made by the parties hereunder. Each party makes no other warranty, whether express or implied, and expressly excludes and disclaims all other warranties and representations of any kind, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

1. **DISPUTE RESOLUTION**

The Parties agree to first mediate any disputes or claims between them in good faith and resolve the disputes amicably and share the cost of mediation equally. In the event that mediation fails, any controversy or claim arising out of or relating to this Agreement or breach of any duties hereunder shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. All hearings will be held in \_\_\_\_\_\_\_\_\_\_\_\_and shall be conducted in English.

1. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of India only. Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper.

1. **MISCELLANEOUS PROVISIONS**
   1. **Entire Agreement:** This Agreement, and any appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.
   2. **Amendments:** This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).
   3. **Severability**: If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties’ intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
   4. **No Assignment:** This Agreement shall not be assigned by either party without the express, written consent of the other party.
   5. **No Waiver**: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
   6. **Notice:** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier or emailed to the official addresses of the Parties. Such communications shall be effective when the addressee receives them.
   7. **Headings**: The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.

**The Parties have read and understood all the terms herein and are voluntarily, free of any coercion, signing this Agreement on the date stated in the introductory clause.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company)

Name:

Designation:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Consultant

Witnesses:

1.

2.