*This subcontractor contract comes in two parts.*

*The first part is the 'Master Agreement' and is set out on this page.*

*The second part is the 'Project Specific Agreement' that is supplementary to and sits behind the Master Agreement.*

**MASTER AGREEMENT**

This Agreement, made this ………*{date}* by and between:

………*{****Subcontractor*** *business Name and Address}* ( **"The Contractor**")

AND

……….*{* ***Lead Consultant*** *business Name and Address}* ("**"The Company"**").

The Company is ordinarily in the business of providing consulting services to various entities and organizations ("Clients") in the disciplines of ……….*{description of nature of services}*

The Company wishes to engage the Contractor and Contractor wishes to provide consulting services to Clients of The Company based on the terms and conditions set out in this Agreement, hereafter referred to as the "Master Agreement".

Therefore, in consideration of the shared intent, mutual covenants and agreements contained herein, the parties agree to be bound as follows:

1. **Duties**

The Company engages the Contractor and the Contractor accepts the Company's engagement to provide consulting services (hereafter referred to as "Services") to the Clients. The Company and the Contractor will enter into supplementary contracts ("Project Specific Agreements") which will include, but not be limited to, terms specifying the Services to be provided to the Client, start and completion dates, the compensation and the method of payment by the Company to the Contractor.

The Project Specific Agreement will be substantially in the format attached to this Agreement as Appendix A. The Contractor will devote its best efforts as it deems necessary to discharge its duties and obligations under this Master Agreement and any Project Specific Agreements.

2. **Compensation**

The Company agrees to pay the Contractor compensation for the Services agreed upon between the The Company and the Contractor as required by the Client's project and as set out in the Project Specific Agreement.

The Contractor will submit invoices monthly which specify the client, project, consulting days worked, professional fees and related business expenses. The Company will pay such compensation to the Contractor by Direct bank transfer within [ ………. ] days of the date of the Contractor's invoice .

3. **Standards and Deliverables**

The work performed and the resulting deliverables, outputs, outcomes, products or reports produced by the Contractor will be suitable for their intended purpose.

The Contractor will, in the course of performance of the Services, create and maintain files, working papers and records relating to the performance of the Services as directed by the Company. Such files, working papers and records, including any appendices, attachments or supporting information, will be the sole and absolute property of the Company.

4. **Information, Data and Materials**

When requested, the Contractor will promptly disclose and provide to the Company fully and completely, together with all related and supporting data, information, reports, methods, formulae, computer designs, inventions, software specifications, manuals and visual aids (hereafter collectively and individually referred to as "Information, Data and Materials") created, procured, conceived or prepared by the Contractor as a consequence of the performance of the Service referenced in this Master Agreement or under a Project Specific Agreement.

All such Information, Data and Materials will be deemed to be confidential and will be the sole and exclusive property of The Company as set out in Section 5 below.

5. **Ownership of Information, Data and Materials**

Information provided to the Contractor by or at the discretion of The Company or a Client or developed by the Contractor in carrying out its duties under this Agreement and / or a Project Specific Agreement, all Information, Data and Materials will be the property of and be assigned by the Contractor unconditionally to the Company or as the Company may direct, without additional compensation to the Contractor.

6. **Confidentiality Requirements**

The Contractor will maintain confidentiality and will not disclose, use or publish any information relating to the client, the client's business, the Services, the consulting assignment, the Master Agreement or the Specific Project Agreement except as required to carry out its duties to the Client or the Company except in circumstances where prior written consent has been obtained from The Company to allow such disclosure, use or publishing.

Information will include but not be limited to materials concerned with: trade secrets, pricing, commercial contracts, financial models, methods and data, key controls, technical data, product specific information, computer software, documentation and specification and any information concerned with the valuation or trading of any share or security.

Notwithstanding anything in this Agreement to the contrary, the Contractor retains the right to disclose, use or publish any information that is in the public domain or otherwise becomes known to the public through no fault of the Contractor.

This clause will continue in force for a period of ……….*{in figures and words}* years after termination of this Master Agreement and / or the Project Specific Agreement covering the assignment, whichever date being the later.

The Contractor will maintain as confidential all details of compensation or remuneration with, but not limited to the following parties: Client, Client staff, other members of the the Company project team.

7. **Copyrights**

Any work that is capable of protection under copyright created by the Contractor during the performance of the Services will be the property of the Company as author and owner of the copyright in such work.

The Contractor will, without charge to the Company (except as set out below) execute, acknowledge and deliver to the Company all papers, assignments and applications of copyright registration or renewal, as may be necessary to enable the Company to protect or publish said works by copyright or otherwise in any and all countries.

For a period of ………. years from the latest of the date of expiry or termination of this Master Agreement or the Project Specific Agreement under which the work was created, the Contractor will render all such assistance as the Company may require in any legal or other proceeding or litigation involving the rights in said works provided however that the Company gives reasonable notice to the Contractor of the need for said assistance to the Contractor and provides reasonable compensation to the Contractor for such assistance.

Further, the Contractor agrees to provide similar assistance and support to any nominee, successor, agent or assignee of the Company.

8. **Indemnity**

The Contractor will indemnify the Company, together with its officers, agents, subcontractors, subsidiaries, affiliates and employees, and hold them harmless from any damage, loss, expense or liability arising from all work and activities undertaken by the Contractor in connection with this Agreement.

Said indemnity will extend to include damage to property, injuries to or death of any persons, including but not limited to the Contractor, employees or subcontractors of the Contractor, all other persons undertaking any element of the Services and Client staff arising from or in connection with any act or omission of the Contractor, employees or subcontractors of the Contractor.

The Contractor will, at its sole expense, defend any lawsuits or other actions brought against the Company, its officers, subcontractors, agents, subsidiaries, associate companies, affiliates or employees, on account of any said act or omission, and will pay all expenses and settle any and all judgements which may be rendered against them, in connection with the execution of the services that are the subject of this Master Agreement and any Specific Project Agreement.

9. **Compliance by Contractor**

With respect to Services performed by the Contractor, employees or subcontractors of the Contractor, the parties will:

9.1 *Safety and Security Regulations of the Client:* Comply with all of the security and safety regulations in effect as they apply and are required by the Client.

9.2 *Payment of Taxes and notifications to Tax authorities:* Adhere to and comply with the obligations of the tax authorities, as appropriate to the jurisdiction under which the assignment is undertaken.

The contractor will operate within the requirements of all tax laws and regulations, and interpretations thereof, and be solely responsible for reporting the entire compensation paid under this Master Agreement and any Project Specific Agreements and ensure timely settlement of all taxes and other similar deductions, and all payments or premiums made for workers' compensation cover, including but not limited to Employee Provident Fund, Employee State Insurance, Pension or other payments as required by law.

9.3 *Laws and Regulations:* Comply with all laws and regulations that are applicable to the jurisdiction in which the Services will be provided.

9.4 *Insurance:* Obtain and maintain in force insurance cover of the types and in amounts as follows:

a. Professional Indemnity Insurance with limit of Rs.………. per claim or occurrence.

b. *{any other if required}*

10. **Key Personnel**

The Contractor acknowledges that its selection by the Company as a candidate organization to undertake the Service for the Client was predicated on representations made to the Company by the Contractor prior to the date of the Master Agreement.

And further, it is understood and agreed by the Contractor that any Services performed under this agreement will be performed or directly supervised by certain key personnel of the Contractor business, with those individuals being regarded as essential to the successful delivery of the Service being proposed ("Key Personnel").

The Key Personnel for the each successive project will be named in the Project Specific Agreement. Notwithstanding this requirement, the Contractor retains the right to substitute named Key Personnel for resources of a similar quality and experience.

**Project Manager:** A Project Manager will be assigned by the Company to oversee delivery of the Services and act as a point of liaison between the Client, the Company and the Contractor. The name of the Project Manager will be recorded in the Project Specific Agreement.

11. **Entire Agreement**

This Master Agreement sets forth the entire framework Agreement between the parties and may not be altered or amended except in writing signed by each both parties.

12. **Relationship of Parties**

The Contractor will be engaged or retained by the Company only for the purposes and to the extent set out in this Agreement and any supplementary Project Specific Agreements.

The Contractor's relationship to the Company will be during the period or periods that Services are provided, that of an independent Contractor. During times when the Contractor is not committed or obligated under the terms of this agreement the Contractor will be at liberty to dispose of such portion of its time, skill and energy in any manner that the Contractor sees fit.

This Agreement will not establish a partnership, agency or joint venture between the Company and the Contractor. The Contractor will not be considered under this Agreement or otherwise as having the status of an employee or be entitled to participate in any schemes, plans, arrangements or distributions by the Company pertaining to or in connection with any financial benefit or benefit in kind including but not limited to stock options, bonus arrangements, profit sharing or other benefits that may be provided from time to time to the Company's employees.

13. **Assignment of Obligations and Rights**

Obligations or rights under this Master Agreement or supplementary Project Specific Agreements may not be assigned by the Contractor other than with prior written consent of the Company.

14. **Non-Waiver**

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise of said rights will be deemed to constitute a waiver of such right or of any other rights set out in this agreement.

15. **Employment by Client**

The Contractor, Contractor's employees or subcontractors will not be employed or contracted directly or indirectly by the Client for a period of ……... months after the end date of each Project Specific Agreement.

16. **Term and Termination**

Unless otherwise agreed in writing by the parties, this Agreement will terminate upon the first to occur:

a) ………{in figures and word} months/years from the date first written above; or

b) upon the event of termination of the contract between the Company and a Client pursuant to which the Contractor is providing the Services

However, if this agreement would ordinarily terminate as a consequence of either (a) or (b) above, the Company will have the right, at its sole discretion, to extend or modify the term of this Master Agreement and / or any Project Specific Agreements by giving written notice of such extension or variation to the Contractor at the Contractor's address as recorded on the first page of this agreement.

### 17. **Failure of Performance**

If the Contractor, at any time, fails in the performance of the terms, stipulations and agreements of the Master Agreement, Project Specific Agreement or fails to use due diligence in the work awarded them, so as to interfere with or in any way impede ………. *{the company}*, and other Subcontractors, this will be a failure of performance.

Failure of performance will rest solely in the judgment of ……….*{the company}*, which will provide notice to anyone representing the Contractor at the job site or Contractor's place of business. Such notice will state the nature of the violation of the Agreement or contracts.

If the failure is continuing for ………. days after notice to the Contractor, the Company may precede thereupon to complete the work under the terms of the Master Agreement and Project Specific Agreement at the cost and expense of Contractor. The Company, may re-sublet the work, and any monies due the Contractor on that project will be held until the Contractor's portion of the project has been completed by a new contractor. These monies will be paid to the Company, or the new contractor for the work done.

Further, if the Contractor should delay the material progress of the work so as to create any damage or cost overage for which the Company, shall become liable, then the Contractor shall indemnify the Company, for the amount of any damages so caused.

17. **Law**

This Agreement will be governed by and construed in accordance with the laws of India. Any dispute which may arise between the parties concerning this Agreement will be determined by a court of law.

Signed:

On behalf of **The Company** *{lead consultant company}*

……….{*print name*}

……….*{designation}*

……….*{date}*

On behalf of **The Contractor** *{subcontractor company}*

……….{*print name*}

……….*{designation}*

……….*{date}*

**PROJECT SPECIFIC AGREEMENT**

………*{client name and address}* ("Client").

This Project Specific Agreement ("Project Specific Agreement") Dated ……... Between Parties as follows:

……… *{subcontractor business name and address}* ("Contractor")

AND

………*{lead consultant business name and address}* ("The Company").

WHEREAS, the Company and the Contractor entered into a Master Agreement, dated ………*{date of master Agreement}* ("Master Agreement") to provide Services to Clients on an ongoing basis on terms as are defined in the Master Agreement; and

WHEREAS, the Company desires to benefit from the Contractor's skills and experience and utilize its "Key Personnel" as defined in the Master Agreement

WHEREAS, the Contractor wishes to provide Services to the Client of the Company based on the terms and conditions set out in this Project Specific Agreement;

HEREBY, in consideration of the mutual promises and covenants contained in the Master Agreement and the clauses, terms and conditions contained in this Project Specific Agreement, the parties to this agreement undertake and contract as follows:

**1. Master Agreement and Project Specific Agreement**

The Master Agreement and this Project Specific Agreement are intended to be interpreted and applied together.

The Master Agreement sets out the rights and obligations that are integral to the overarching and enduring framework relationship between the Company and the Contractor.

The Project Specific Agreement sets out the information, terms, conditions, mutual rights and obligations as they apply to an individual client assignment that may be undertaken from time to time in the context of the wider framework relationship between the Company and the Contractor as defined in the Master Agreement.

**2. Termination and Substitution**

2.1 Termination

The Project Specific Agreement can be terminated by either party on providing ……... days notice (in writing), however, both parties acknowledge the value of staff continuity and consistency on projects and commit to take all reasonable steps to see the project through to its conclusion.

At the discretion of the Company, this would be superseded if the Client of the Company terminated the contract between the Company and the Client - refer Clause 9.

2.2 Substitution

Where the Contractor or Key Staff of the Contractor wish to meet other commitments, which will entail any absence from the project, the Contractor will ensure that:

a. The Contractor gives the Company and the Client reasonable notice (not less than ……… working days);

b. The absence of the Contractor or Key Staff does not interfere with the performance of the project, the quality of outcomes for the client or the agreed project milestone deliverable timetable;

c. Any substitute offered to continue with the project will be of equivalent skill, experience and expertise to work in the place of the absent resource. The Company has the right to refuse to accept the substitute resource offered on any reasonable ground, and the reserves the right to review the contract and at its sole discretion terminate the Project Specific Agreement.

**3. Project Manager**

The Project Manager ("Project Manager") nominated by the company to oversee the project will be the named person designated below:

………*{name of Project Manager}*

**4. Project Budget**

The project budget will be ……... consulting days.

The Contractor agrees to complete the project activities and produce the deliverables and outcomes detailed at Clause 5, whilst at all times working within the Project Budget specified.

If for any reason additional hours will be required to complete the work the Contractor will undertake the additional work required or secure additional third party resource at the Contractor's own expense to ensure that the deliverables and outcomes are achieved by the agreed Project Completion Date.

No minimum or maximum hours are promised.

The project deliverables and outcomes required under this Project Specific Agreement will be as described in Clause 5 of this Agreement.

**5. Description of Project and Services ("The Project")**

The Project is to support the Company in ……………... *{project description / description of services}* for the ……………*{client name, business division}* and other work as directed by the Company from time to time.

The Project will commence on ………*{start date}* "Project Start Date" and be completed by ……... *{end date}* "Project Completion Date".

The preliminary project plan indicates that the work effort required from the Contractor will be ……... consulting days. At the discretion of the Contractor, the Contractor may work additional days as required to ensure the timely and complete delivery of the project. The project may be completed in advance of the "Project Completion Date" provided all specific deliverables and outcomes are completed to the satisfaction of the Company.

The specific deliverables and outcomes of the Contractor will be:

1. ………*{deliverables / outcomes required from the Contractor}*
2. ………*{deliverables / outcomes required from the Contractor}*

**6. Input to the Project by the Company**

The Company will, at its discretion, provide resources to deliver aspects of the Project as follows:

1. ………*{deliverables / outcomes required from the Company}*
2. ………*{deliverables / outcomes required from the Company}*

**7. Compensation**

The Company agrees to pay the Contractor a fixed fee of Rs.………*{amount in figures and words}* *{inclusive of/exclusive of VAT, Sales Tax, GST}* for the Services that are rendered in connection with the specific deliverables and outcomes of the project.

Payment will be made by the Company to the Contractor within ……… days of receipt of client monies into the bank account of the Company.

The Company shall / shall not reimburse the Contractor for any additional or out-of-pocket expenses incurred as a result of work undertaken in connection with this Specific Project Agreement.

**8. Incorporation**

All terms and conditions of Master Agreement between The Company and The Contractor are hereby incorporated in this Project Specific Agreement.

**9. Termination**

If this contract is terminated prematurely the Company will apply the same terms and conditions to the Contractor as those applied by the Client to the Company.

In circumstances where the Client terminates the project, this Project Specific Agreement can be terminated by the Company with a minimum of ……… days notice but it is the intention of the Company to provide a minimum of ……… days notice wherever possible.

IN WITNESS HEREOF, the parties have caused this Project Specific Agreement to be signed as of the date and year written above.

Signed:

**On behalf of Lead Consultant Company**

…………..*{name}*

…………..*{designation}*

…………..*{date}*

**On behalf of Contractor Company**

…………..*{name}*

…………..*{designation}*

…………..*{date}*