**AGREEMENT BETWEEN A COMPANY AND A CONTRACTOR FOR SUPPLYING LABOUR**

This **Labour Supply** Agreement (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship Contractor")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (the “Company”).

**AND:** [[Entity: Choice(“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship Contractor")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (the “Contractor”).

Preamble

Whereas the contractor being desirous of performing the work of supplying labour to company have submitted his offer and whereas the contractor agreed to perform the duties described the following terms and conditions, now this deed witnesseth the parties hereunder do mutually agrees as follows:

1. RELATIONSHIP OF THE PARTIES- INDEPENDENT PARTNERS

The Parties agree that the Parties shall be considered independent partners and not agents or employees of the other Party. Neither party shall have authority to make any statements, representations or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

1. PAYMENT

The Company shall make the payment to the Contractor every [[Number]] months.

1. DUTIES AND OBLIGATIONS OF THE COMPANY
2. That on termination of the agreement the accounts shall be settled within a fortnight.
3. The Company shall pay the Contractor Rs [[Amount]] per each casual worker supplied by him per day.
4. The company shall provide Contractor paid weekly offs and organization notified holidays.
5. [[Additional Clause: Type Information Here]]
6. DUTIES AND OBLIGATIONS OF THE CONTRACTOR
7. The Contractor shall supply casual labour in each shift as per the requirement of the organization.
8. The Labour employed by the Contractor shall follow the safety norms strictly including prohibiting smoking inside the premises.
9. Labour supplied by the Contractor shall be in the age group of 20 to 25 years and should know works of [[Description of work]].
10. The Labour supplied by the Contractor shall not join any union or participate in the union activities inside or outside of the factory and the labour deployed by the Contractor will functionally be under the administrative control of the contractor and the labour however would perform duties as per the norms and instructions of the management.
11. The Contractor shall make his own arrangements for the transportation forsupply of lzbour at the site and the Management will not make any arrangements for the same
12. The contractor shall be responsible to supply adequate Labour for fulfilling the work entrusted to him within the time stipulated by the company failing which the company at its discretion and without terminating the agreement shall be at liberty to make alternative arrangements to get the work fulfilled at the risk and cost of the contractor who shall be liable to make good to the company all additional charges, expenses, costs etc. that the company may incur or suffer thereby. The contractor shall not however be entitled to any gain resulting to the company from the making of alternative arrangements. The decision of the company in this matter shall be final and legally binding on the Contractor.
13. The Contractor shall not sublet or transfer the whole or part of the functions under this agreement or assign of the benefits under this agreement to any other person, firm or company without the previous approval of the company.
14. [[Additional Clause: Type Information Here]]
15. CONFIDENTIALITY.

The Contractor shall not, in any fashion, form, or manner, either directly or indirectly:

* 1. Disclose or communicate to any party any information relating to the Company’s business or the Product including (but not limited to) customer lists, price points, or marketing plans (the “Confidential Information”);
  2. Duplicate any Confidential information;
  3. Use any Confidential Information other than solely for the benefit of the Company; or
  4. Assist a third party in using any Confidential Information in any manner but solely for the benefit of the Company.
  5. All disclosures of Confidential Information by one Party to the other are made solely on a confidential basis and as trade secrets. Accordingly, each Party shall maintain the confidentiality of all Confidential Information during the Initial Term and any Renewal Term and at all times thereafter, irrespective of the manner or method in which it is terminated.
  6. [[Additional Clause: Type Information Here]]

1. MANDATORY OBLIGATIONS OF THE PARTIES.
   1. not disclose any Confidential Information to any person except to its employees or authorized agents who have a "need to know" to enable the Party to fulfil its obligations hereunder, except with the other Party’s specific prior written authorization;
   2. advise each such employee or agent before he or she receives direct or indirect access to such Confidential Information of the obligations of the Party under this Agreement, and ensure that each such person to whom Confidential Information is thus disclosed enters or has entered or is otherwise bound by a written confidentiality agreement which extends the Party’s obligations hereunder to such person;
   3. take strict precautions, at a minimum those as the Party affords its own most secret or highly confidential information, to safeguard and protect from direct or indirect disclosure to any other person all Confidential Information disclosed to it by the other Party, or otherwise received by it; and
   4. immediately return to the other Party or, upon the other Party’s written request destroy, all tangible materials concerning Confidential Information, including, but not limited, to memoranda, notes, reports, agreements, documents, drawings, hardware, disks and tapes, as well as all copies or extracts thereof, whether such material was made or compiled by the receiving Party or furnished by the disclosing Party.
   5. The foregoing obligations shall not apply to Confidential Information: (a) that becomes publicly known through no act of the receiving Party contrary to this Agreement; (b) that is received in good faith by a Party from a third party having legitimate possession of the information disclosed and the right to make such disclosure; (c) that was in the receiving Party’s legitimate possession prior to disclosure hereunder; (d) that is approved for disclosure by express written approval of the disclosing Party; or (e) that is disclosed pursuant to a legal requirement.
2. FEES AND EXPENSES
   1. The Contractor shall not be entitled to reimbursement for any expenses except those that have been previously approved in writing by the Company. The fees and payment for Contractor shall be made according to the terms and conditions mentioned in this agreement.
3. INDEMNIFICATION AND CLAIMS
4. The contractor shall indemnify the company, for any loss or damage sustained by it due to the improper performance of the work by the Contractor, under this agreement such loss sustained by the company may be recovered from the bills payable to the Contractor under this agreement, should the above sums not sufficient to cover the full amount recoverable, the contractor shall pay to the company on demand the balance amount.
5. The company will have the right to appropriate and set off any sum of money payable to the contractor under this agreement against any claim by the company against the contractor should the above sums be not sufficient to cover the full amount of the claims, the contractor shall pay the company on demand the balance amount due.
6. The contractor shall be responsible to any third party for any damage or injury caused to the misfeasance, nonfeasance, or malfeasance of the contractor.
7. NOTICE
   1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [[Minimum number of Days for Service of Notice: Number]]days after normal service resumes.
   2. Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.
   3. Addressing and delivery is to be made as follows:
      1. If to: Company

[[Company Address]]

* + 1. If to : the Contractor

[[Contractor Address]]

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address affected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.

1. TERM
   1. This Agreement will come into force as of the [[Effective Date]] and will expire on [[Expiry Date]] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement.
   2. At the end of the Initial Term, this Agreement will be automatically renewed for successive [[Number: Number of Years]] year terms (a “Renewal Term”) unless either Party provides written notice to the other Party of its desire to terminate this Agreement in accordance herewith.
2. TERMINATION

In the event of Company/contractor being adjudged insolvent or convicted for criminal misconductor going into liquidation or winding up his business or failing to observe any of the provisions of the agreement, the company/Contractor shall be at liberty to terminate the agreement forthwith without prejudice to any other rights or remedies under the agreement. .

1. DISPUTE RESOLUTION - ARBITRATION:
   1. In the event of any dispute, difference or controversy arising between the Company/Owner and the Contractor in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
   2. The Seat of Arbitration will be in Jaipur and all Arbitration proceedings will be conducted in Jaipur.
2. GENERAL PROVISIONS
   1. Entire Agreement & Amendments

This Agreement hereto constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other agreements, oral or written, made between the parties with respect to such subject matter. Except as provided herein, this Agreement may not be amended or modified in any way except by a written instrument signed by both Parties.

* 1. Assignment

Neither Party shall assign this Agreement or any of its rights or obligations hereunder without prior written consent of the other Party, which consent may be withheld at the other Party’s discretion.

* 1. Incorporated by Reference

The Preamble and all Attachments, Schedules and Exhibits attached hereto are hereby incorporated by reference and made a part of this Agreement.

* 1. Applicable law

This Agreement shall be governed by and interpreted in accordance with the laws of the India, without reference to its conflict of law provisions, and the laws of India applicable therein. All disputes arising under this Agreement will be referred to the courts situated in India which will have jurisdiction, and each Party hereto irrevocably submits to the jurisdiction of such courts (In case arbitration is not opted for by the parties to the agreement).

* 1. Currency

All references to monetary amounts in this Agreement shall be to Indian currency.

* 1. Non-solicitation

Unless given prior written consent by the parties, which consent may require a payment to the party, each Party agrees that it will not, during the Initial Term, knowingly solicit or hire any employee of the other Party who is directly involved in providing the Services herein.

* 1. Absence of presumption

No presumption shall operate in favour of or against any Party hereto as a result of any responsibility that any Party may have had for drafting this Agreement.

* 1. Language clause

It is hereby agreed that both parties specifically require that this Agreement and any notices, consents, authorizations, communications and approvals be drawn up in the English language.

* 1. Interpretation

The headings and section numbers appearing in this Agreement or any Schedule attached hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

* 1. Severability

If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any Party or circumstance is, to any extent, invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to the parties or circumstances shall not be affected thereby and shall be separately valid and enforceable to the fullest extent permitted by law.

* 1. Force Majeure

During force majors i.e. floors, riots, earthquakes, strikes etc., the Company should provide the maximum possible services in the given circumstances. If it should continue beyond fifteen days, services shall be provided on specific mutually agreeable and reasonable terms and conditions, including reasonable demobilization costs. The provisions of this Force Majeure clause shall not operate to excuse any Party from the payment of any fee or other payment when due.

* 1. Waiver

No waiver by either Party of any obligation, restriction or remedy under this Agreement shall be valid unless by specific written instrument. No acceptance by a Party of any payment by another Party and no failure, refusal or neglect of any Party to exercise any right under this Agreement or to insist upon full compliance by the other Party with its obligations hereunder, shall constitute a waiver of any other provision of this Agreement or any further or subsequent non-compliance with the same or any other provision.

* 1. Further Assurances

Each of the parties hereto hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgments or documents, and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

* 1. Binding Nature

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective (as applicable) successors and assigns.

* 1. Counterparts

This Agreement may be signed in counterparts, and by use of facsimile signatures, each of which when signed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

* 1. Merger Clause:

A merger or integration clause states that the current written contract overrides any previous oral or written agreements.

Indemnification Clause: These agreements indemnify (release from liability) the other party in the event that losses or expenses are incurred. These should be used with caution, as they could limit the ability to recover damages for losses

* 1. Non-Waiver Clause:

These protect parties who excuse the other party for non-performance of contract terms. For example, suppose one party only makes payments every other month when the contract requires monthly payments. If the non-breaching party accepts the payments but doesn’t file a lawsuit, the non-waiver clause allows them to recover the missing payments. In other words, the party doesn’t “waive” their full contract rights by accepting non-complying action from the other party.

* 1. Severability Clause:

This ensures that the remainder of the contract is enforceable even if one part of the contract is determined to be invalid. Without such a clause, it’s possible for the entire contract to be invalidated by the court if only one provision is found to be invalid. Also called a savings clause.

Arbitration Clause: States that any legal disputes are to be resolved through arbitration rather than litigation.

* 1. Liquidated Damages Clause:

Allows the non-breaching party to recover damages in the event that actual damages are difficult to calculate. However, the amount of liquidated damages needs to be reasonable in light of the circumstances.

* 1. Attorney Fees Clause:

These state that the losing party shall reimburse the other party for attorney’s fees (and sometimes other court fees and costs).

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

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

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]