Training Services

Draft Letter of Contract for small assignment Carried out by Training Service Providers

Subject. (Name Of Assignment)

(Name of Trainer)

1. Set out below are the terms and conditions under which (Name of Trainer) has agreed to carry out for (Name of Client) the above-mentioned assignment specified in the attached Terms of Reference.

2. For administrative purpose (Name of responsible staff of (Client) has been assigned to administer the assignment and to provide (Name of Trainer) with all relevant information needed to carry out the period from the services will be required in (Name of project) for about ________ days/ months. During the period from _______________ to _________________.

3. The (Name of Client) may find it necessary to postpone or cancel the assignment and or shorten or extend its duration. In such case, every effort will be made to give you. As early as possible, notice of any changes. In the event of termination. The (Name of Consultant/Trainer) shall be paid for the services rendered for carrying out the assignment to the date of termination, and the (Name of Consultant/Trainer) will provide the (Name of Client) with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.

4. The services to be performed the estimated time to be spent and the reports to be submitted will be in accordance with the attached Description of Services.

5. This Contract its meaning & interpretation and the relation between the parties shall be governed by the laws of Union of India.

6. This Contract will become effective upon confirmation of this letter on behalf of (Name of Consultant) and will terminate on ________________ or such other date as mutually agreed between the (Name of Client) and the (Name of Consultants).

7. Payments for the services will not exceed an total amount of Rs. ___________
The (Name of Client) will pay (Name of Consultant) within 30 days of receipt of invoice as follows:

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<th>Amount</th>
<th>Currency</th>
<th>Upon receipt of a confirmed copy of this letter and submission of inception report.</th>
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<td>Upon receipt of intermediate Status Report.</td>
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<td>Upon receipt of the Final Report.</td>
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<td>Upon receipt of the Final Report acceptable to (Name of Client).</td>
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The above remuneration includes all the costs related to carrying out the services. Including overhead and any taxes imposed on (Name of Consultants.)

8. The (Name of Consultants/Trainers) will be responsible for appropriate insurance. In this regard the (Name of Consultants/Trainers) shall maintain workers compensation employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance. Including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of or in connection with the services which result from the fault of the (Name of Consultants/Trainer) or its staff. The (Name of Consultant/Trainer) shall provide the (Name of Client) with certification thereof upon request.

9. The (Name of Consultants/Trainer) shall indemnify and hold harmless the (Name of Client) against any and all claims damages, and or judgment of any nature brought against the (Name of Borrower) arising out of the services by the (Name of Consultants) under this Contract. The obligation under this paragraph shall survive the termination of this Contract.

10. The Trainer agrees that, during the term of this contract after its termination. The Trainer and any entity affiliated with the Trainer shall be disqualified from providing
goods. Works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the services.

11. All final plans, drawings, specifications, Designs, reports and other documents or software submitted by the (Name of Consultants/Trainers) in the performance of the services shall become and remain the (property of the Client). The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the client.

12. The Trainer undertakes to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity having due regard to the purpose of the assignment and to ensure that the staff assigned to perform under this Contract will conduct themselves in a manner consistent herewith.

13. The Trainer will not assign this Contract or sub-contract or any portion of it without the Client’s prior written consent.

14. The (Name of Consultant) shall pay the taxes, duties fees, levies and other impositions levied under the applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

15. The (Name of Consultants) also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract shall be for all time and for all purpose regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatever except with the (Name of Client) written permission.

16. Any dispute arising out of the Contract, which cannot be amicably settled between the parties shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996.

Place

Date ........................................ (Signature of Authorized Representative
........................................ On behalf of Consultant/Trainer)

........................................ (Signature & Name of the Client’s
........................................ Representative)