



**AGREEMENT FOR SERVICES**

This Agreement (“Agreement”) is executed on this the **DD MONTH 201** at Noida, w.e.f. DD-MM-201.

**BETWEEN**

**Mr. Kartik Gilani** through its Founder & Sole Proprietor of M/s. ENNATE GLOBAL SERVICES(EGS) S/o Late Anil Kumar Gilani and Late Shalini Gilani having its Registered Office: F-71, Sector-11, Noida, Distt. Gautam Buddha Nagar, India, represented by its duly authorized signatory (hereinafter referred to as ‘ENNATE GLOBAL SERVICES’), which expression shall unless repugnant to the context mean and include its successors and assigns of the One Part.

**AND**

.....  
Mr. **(NAME)** S/o **(FATHER’S NAME)** and **(Mother’s Maiden Name)** having R/O and Permanent address: **(ADDRESS)** (hereinafter referred to as **‘INTERESTED CONSULTANT/COMPANY’S NAME)**, which expression shall unless repugnant to the context mean and include its successors and permitted assigns of the Other part.

ENNATE GLOBAL SERVICES and **(‘INTERESTED CONSULTANT/COMPANY’S NAME)** are sometimes referred to individually as a “Party” and collectively as “Parties”

A. ENNATE GLOBAL SERVICES is engaged interalia in the business of providing consulting services in the field of Managed Recruitment (including sourcing through **(‘COMPANYS NAME)**). ENNATE GLOBAL SERVICES is also engaged in providing industry specific Tools or developing tools for its client / partners.

B. ENNATE GLOBAL SERVICES, while providing consulting services, may require recruitment services from their affiliated **(‘COMPANYS NAME)** for



some of its clients.

C. **(INTERESTED CONSULTANT/COMPANY'S NAME)** represents that it is in the business of employment procurement/recruitment. **(INTERESTED CONSULTANT/COMPANY'S NAME)** has represented that it has the necessary expertise and infrastructure to offer its services in the manner required by ENNATE GLOBAL SERVICES or its client.

D. Based on **(INTERESTED CONSULTANT/COMPANY'S NAME)**'s representations, ENNATE GLOBAL SERVICES is willing to team with the **(INTERESTED CONSULTANT/COMPANY'S NAME)** and its team members for the purpose of rendering such services together with **(INTERESTED CONSULTANT/COMPANY'S NAME)** and **(INTERESTED CONSULTANT/COMPANY'S NAME)** is willing to provide services to clients identified/referred by ENNATE GLOBAL SERVICES.

**NOW, THEREFORE**, in consideration of the foregoing recitals and of the mutual terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

### **1. Scope**

ENNATE GLOBAL SERVICES shall refer its clients to M/s . XXXX Services for various kinds of recruitment service, with each specific service forming separate Scope of Work (SOW).

### **2. Scope of Work (SOW)**

2.1 Based on the specific need of a client, ENNATE GLOBAL SERVICES shall issue a SOW on the **(INTERESTED CONSULTANT/COMPANY'S NAME)**, which will specify the requirement of a client.



2.2 On receipt of request from ENNATE GLOBAL SERVICES, **(INTERESTED CONSULTANT/COMPANY'S NAME)** shall prepare a written proposal that includes an estimate of any cost and time.

2.3 Each SOW shall be governed by the terms of this agreement, unless specified otherwise by the parties in the relevant, written SOW. If any contradiction arises between the terms herein and the terms of a SOW the terms of the Agreement shall prevail unless otherwise specifically agreed to.

2.4. Changes to SOW -ENNATE GLOBAL SERVICES may at any time request, in writing, change any term of the SOW (Change Notice Request). On such change notice request, **(INTERESTED CONSULTANT/COMPANY'S NAME)** shall inform ENNATE GLOBAL SERVICES of the resulting increase or decrease in the **(INTERESTED CONSULTANT/COMPANY'S NAME)**'s compensation for the affected work and any impact on the time schedule for completion of the affected work.

2.5 The **(INTERESTED CONSULTANT/COMPANY'S NAME)** shall not proceed with the implementation or assume / accept of any Change Notice Request unless it receives a specific approval of the same by ENNATE GLOBAL SERVICES.

2.6 Duplicate check and cool off period will be followed as per customer's existing practices and ENNATE GLOBAL SERVICES will provide the details about the same along with the customer's introduction at the beginning of every assignment. In general, ENNATE GLOBAL SERVICES proposes a 3 month time frame of both duplicate check and cool off period to its customers and the same will be liable in absence of any formal communication.

### **3. Term and Termination**

3.1 The initial term of this Agreement shall commence on the date first set forth above and shall continue for 12 months/year (the "Term"). The parties have an option to extend this agreement for further periods upon mutual consent.



### 3.2. Termination

ENNATE GLOBAL SERVICES may terminate this Agreement (a) at its convenience upon 15 days written notice to **(INTERESTED CONSULTANT/COMPANY'S NAME)**; (b) immediately in its sole discretion upon **(INTERESTED CONSULTANT/COMPANY'S NAME)**'s material breach of the terms herein without any notice.

**(INTERESTED CONSULTANT/COMPANY'S NAME)** may terminate this Agreement forthwith upon ENNATE GLOBAL SERVICES failure to commence rectifying a breach dispute 15 days prior written notice.

### 3.3. Effect of Termination

Upon expiry or earlier termination of the Agreement in accordance with this clause or earlier as requested by ENNATE GLOBAL SERVICES, **(INTERESTED CONSULTANT/COMPANY'S NAME)** will deliver to ENNATE GLOBAL SERVICES any and all, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any ENNATE GLOBAL SERVICES information, Third Party Information or Proprietary and Confidential Information of ENNATE GLOBAL SERVICES including resumes, resume list, databases, list of prospective candidates, compensation structure, packages and all other confidential material furnished to **(INTERESTED CONSULTANT/COMPANY'S NAME)** or collected by **(INTERESTED CONSULTANT/COMPANY'S NAME)** to render services under this Agreement. **(INTERESTED CONSULTANT/COMPANY'S NAME)** further agrees that any property owned by ENNATE GLOBAL SERVICES, including disks and other storage media, files shall belong exclusively to ENNATE GLOBAL SERVICES and the **(INTERESTED CONSULTANT/COMPANY'S NAME)** shall return the same forthwith.

**(INTERESTED CONSULTANT/COMPANY'S NAME)** will get credit of all the offers resulting from their sourcing efforts till one month after the termination.



All the offered but pending to join candidates however will be covered for routine commercials.

3.4. The termination of this Agreement at any time for any reason shall have no impact of the **(INTERESTED CONSULTANT/COMPANY'S NAME)**'s continuing obligations under any outstanding SOW, unless ENNATE GLOBAL SERVICES specifies otherwise.

3.5. Termination of this Agreement and any specific SOW for any reason whatsoever shall not affect any right or obligation of ENNATE GLOBAL SERVICES that has accrued or vested prior to such termination and any provision of this Agreement or any SOW relating to any such right or obligation shall be deemed to survive the termination of this Agreement or such SOW.

#### **4. Payment/Commercials**

4.1 The **(INTERESTED CONSULTANT/COMPANY'S NAME)** shall pay ENNATE GLOBAL SERVICES a cutout of the amount that becomes payable to **(INTERESTED CONSULTANT/COMPANY'S NAME)** from ENNATE GLOBAL SERVICES or it's client for every new candidate who joins the client. Both **(INTERESTED CONSULTANT/COMPANY'S NAME)** and ENNATE GLOBAL SERVICES shall keep each other informed regarding a successful placement i.e., joining of new candidate in ENNATE GLOBAL SERVICES identified client, within one day of receiving confirmation from client / candidate.

ENNATE GLOBAL SERVICES will pay the **(INTERESTED CONSULTANT/COMPANY'S NAME)** as soon as they receive the payments from the customers /client and may use online/NEFT or cheque payment medium to transfer money as quickly as possible.

**(INTERESTED CONSULTANT/COMPANY'S NAME)** shall raise an invoice on ENNATE GLOBAL SERVICES for each candidate. Non payment of invoice amount shall be treated as material breach and **(INTERESTED CONSULTANT/COMPANY'S NAME)** reserves its right to terminate this agreement forthwith.



4.2 In the event the parties decide on payment or payment schedule other than what is agreed above in 4.1. then the same shall be mentioned/agreed to under the relevant SOW.

4.3 For every customer's requirements, ENNATE GLOBAL SERVICES will go with the approach of differential payment for different categories (Volume, Niche, Super Niche and Senior). The rates and charges may vary from one customer to another & will be communicated to the **(INTERESTED CONSULTANT/COMPANY'S NAME)** by ENNATE GLOBAL SERVICES along with the requirements, beforehand itself. However in the absence of a formal, written communication from ENNATE GLOBAL SERVICES, the following rates will be applicable by default:

a. 10 % from the billing amount would be deducted for **(INTERESTED CONSULTANT/COMPANY'S NAME)**.

Please find Annexure 1 for Accenture –CEP Rates.

## **5. Confidential and Proprietary Rights**

5.1. During the term of this Agreement, **(INTERESTED CONSULTANT/COMPANY'S NAME)** and its team members will have the opportunity to acquire and/or obtain access to confidential and/or proprietary information and trade secrets of ENNATE GLOBAL SERVICES. Confidential Information shall mean and include all confidential and/or proprietary information and trade secrets that the **(INTERESTED CONSULTANT/COMPANY'S NAME)** and its team members obtains or acquires knowledge of incident to performance of its obligations under this Agreement, including but not limited to the existence and contents of this Agreement, marketing strategies, strategies for acquisition of talent, analysis of data, compensation packages, information regarding induction programme for freshly, experienced recruited candidates, technical information, hardware and software design (including source code, if any) and development information regarding ENNATE GLOBAL SERVICES intellectual property, personnel information and financial information of ENNATE GLOBAL SERVICES and its affiliates / customers.



5.2 **(INTERESTED CONSULTANT/COMPANY'S NAME)** and its team members shall neither disclose Confidential Information to any third party, nor permit Confidential Information to be disclosed by or to any consultant, employee or contractor retained by **(INTERESTED CONSULTANT/COMPANY'S NAME)** not involved directly with the performance of **(INTERESTED CONSULTANT/COMPANY'S NAME)** and its team members obligations under this Agreement, without ENNATE GLOBAL SERVICES prior written permission.

5.3 **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members undertakes to bind itself and its team members to a confidentiality agreement in a format acceptable to ENNATE GLOBAL SERVICES which will restrain **(INTERESTED CONSULTANT/COMPANY'S NAME)** and its team members from disclosing the Confidential Information of ENNATE GLOBAL SERVICES. **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members shall take all reasonable efforts to protect the confidentiality of the information which is consistent with the efforts exercised by it with respect to its own Confidential Information of like kind or importance, and shall exercise no less than reasonable care in the enforcement of this obligation

5.4. The obligation of the **(INTERESTED CONSULTANT/COMPANY'S NAME)** and its team members shall survive the termination or expiration of this Agreement for a minimum period of 11 Months.

## **6. Warranty**

6.1. **(INTERESTED CONSULTANT/COMPANY'S NAME)** warrants it has the right to enter into this Agreement and that it has not and will not enter into any agreement, either written or oral, in conflict with this Agreement. **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members warrants that it will act at any time in a professional and diligent manner. **(INTERESTED CONSULTANT/COMPANY'S NAME)** warrants that it maintains and will maintain for the duration of the Agreement insurance for professional liability and accident for its personnel.



6.2. **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members shall provide sufficient candidates to meet the requirements of clients identified by ENNATE GLOBAL SERVICES, in a timely and professional manner at a location, place and time which ENNATE GLOBAL SERVICES or its client deem appropriate.

6.3. After matching such résumés, and identifying the prospective candidates, **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members shall conduct preliminary screening interviews and if in its opinion find the candidate qualified, forward the résumés together with all relevant documents regarding the candidate to ENNATE GLOBAL SERVICES/its client, as instructed by ENNATE GLOBAL SERVICES. While providing such services the **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members shall adhere to the standards set out by ENNATE GLOBAL SERVICES prior to the commencement of each SOW.

6.4. The **(INTERESTED CONSULTANT/COMPANY'S NAME)** shall render services at such locations, as instructed by ENNATE GLOBAL SERVICES or its client. The **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members shall refer all screened candidates for interviews by ENNATE GLOBAL SERVICES or its client. ENNATE GLOBAL SERVICES or its client may be a part of the screening and selection process. **(INTERESTED CONSULTANT/COMPANY'S NAME)** shall coordinate interview schedules with ENNATE GLOBAL SERVICES or its client, as instructed by ENNATE GLOBAL SERVICES from time to time.

6.5. The **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members undertakes not to infringe on intellectual property rights of any third party while rendering services under this Agreement.

6.6. ENNATE GLOBAL SERVICES represents and warrants that all the information and data provided by it to the **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members does not infringe upon the rights of any third party.

## **7. Non Solicitation**





7.1. Neither Party shall directly solicit or induce to hire, recruit, or hire, directly or indirectly solicit or attempt to solicit, induce, hire or otherwise cause any employee or consultant of the other to terminate his or her employment, contractual or any person who is or shall have been an employee of the other party to leave the employ of such party. Such prohibition will be in effect during the term of this Agreement and for Eleven (11) months after termination. For the purpose of this clause, employee or consultant shall mean any person who is presently employed or was employed by either of the parties in the immediately preceding (6) months.

7.2. **(INTERESTED CONSULTANT/COMPANY'S NAME)** also agrees that until 11 Months following the termination of this Agreement, it shall not induce or attempt to induce any customers, suppliers, distributors, resellers, or independent contractor to either to terminate existing relationships, or to take any action that would be disadvantageous to the business of the ENNATE GLOBAL SERVICES, to the extent that such inducement is based upon the use of any confidential information or report provided to it by the ENNATE GLOBAL SERVICES.

7.3. **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members specifically acknowledges that such restraint is necessary to avoid any dilution of the goodwill of ENNATE GLOBAL SERVICES as the works.

### **8. Audit Rights.**

The **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members shall keep ENNATE GLOBAL SERVICES informed in writing of every personnel who joins ENNATE GLOBAL SERVICES identified client. For a period of at least 12 months following the date of joining of candidate under this Agreement **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team Members agrees to maintain accounting records necessary to verify the basis for all charges billed to ENNATE GLOBAL SERVICES/ identified client under all the SOWs. ENNATE GLOBAL SERVICES will have the right to audit such records during normal business hours upon giving reasonable notice. However if there is a discrepancy in information provided to ENNATE GLOBAL



SERVICES then **(INTERESTED CONSULTANT/COMPANY'S NAME)** is liable to pay a penalty of double the discrepancy amount and also make good the amounts due.

## **9. Indemnity**

**(INTERESTED CONSULTANT/COMPANY'S NAME)** hereby indemnifies and holds harmless, ENNATE GLOBAL SERVICES from and against any and all injury, loss, damage, claims and/or loss incurred or suffered by ENNATE GLOBAL SERVICES due to any act or inaction by it, including but not limited to a third party intellectual property claims.

## **10. Breach**

**(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team agrees that in the event of a breach or threatened breach of any of the provisions of this Agreement, ENNATE GLOBAL SERVICES shall be entitled to approach a court of competent jurisdiction, being the courts in Noida, for an injunction or such other immediate relief restraining such breach or threatened breach, or invoke specific performance, without having to prove actual damages or threatened irreparable harm. Such immediate relief that ENNATE GLOBAL SERVICES may obtain shall be in addition to all the rights and remedies available to ENNATE GLOBAL SERVICES at law or in equity. This provision shall survive the termination/expiration of this Agreement

## **11. Dispute resolution / jurisdiction**

In the event of any dispute arising between the parties in relation to this agreement, such dispute shall be attempted to be settled amicably failing which it shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996, by a single arbitrator appointed by mutual consent. The arbitration shall be conducted in English and held at Noida, India. The parties agree to be bound by the jurisdiction of the courts at Noida only.

## **12. Non assignment**

**(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team shall not assign this Agreement in whole or in part, including any assignment to an



Affiliate or Associate, without the prior written consent of ENNATE GLOBAL SERVICES.

### **13. Notice**

Any notice to be given by either Party to the other shall be sent in writing and shall be deemed to have been delivered if it is delivered by hand or sent either through a registered post acknowledgement due, facsimile, electronic mail with confirmation of receipt. All notices delivered by hand, registered post acknowledgement due or by a courier shall be sent to the address described given at the title above

**14. Compliance with Law** In the performance of this Agreement, **(INTERESTED CONSULTANT/COMPANY'S NAME)** and his Team agrees to comply with all applicable laws, rules, and regulations of duly constituted governmental bodies.

### **15. Waiver**

No failure by either party hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or by the other party of, or to require compliance with, any condition or provision of this Agreement or Statement of Work shall be deemed a waiver of the same or any other provisions or conditions on the same or any prior or subsequent occasion.

### **16. Severability**

In a court of competent jurisdiction or an arbitrator determines that any provision of this Agreement or any SOW is invalid or unenforceable, then the invalidity or unenforceability of any other provision of this Agreement or any SOW and all other provisions shall remain in full force and effect.

### **17. Relationship**

The parties to this Agreement are independent contractors. Neither Party shall have any rights, power or authority to enter into any agreement for or on behalf of or to otherwise bind the other party except as specifically provided by this Agreement. Nothing in this Agreement shall be construed to create an



**ENNATE GLOBAL SERVICES (EGS)**



*(Excel Innovation Beyond Imagination)*

**All Copyrights, Phrases and Logos are Reserved for Ennate Global Services-2011-2016**

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association or partnership or similar relationship between the Parties or to impose any liability attributable to such relationship upon any party nor unless expressly provided otherwise, to constitute a party as an agent of the other party for any purpose. Neither party shall acquire any rights to use in advertising, publicity or other marketing activities, any name, trade name, trademark or other designation of either party, without the prior written consent of the other Party.

### **18. Section headings**

The section and subsection headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

### **19. Entire agreement**

This Agreement and any exhibits annexed hereto, constitute the entire Agreement between the Parties. The Parties agree that no change, waiver, or discharge to this Agreement shall be valid unless it is in writing and duly executed by both Parties. This Agreement supersedes all prior discussions, agreements or exchanges in communication and constitutes the entire Agreement with respect to the subject matter thereof.

**IN WITNESS WHEREOF THE Parties** have put their hands the day and year first herein above mentioned.

ENNATE GLOBAL SERVICES

Staffers

Precision

Witness:



## Annexure 1:

### EGS Slab

No. of Joiners per month	Commercials
1 - 7	3% OF CTC OF SUCCESSFUL CANDIDATE
8 - 15	3.5% OF CTC OF SUCCESSFUL CANDIDATE
15+	4% OF CTC OF SUCCESSFUL CANDIDATE

(This being a computer-generated letter & is valid for all legal purposes)