**AGREEMENT BETWEEN EMPLOYER AND LABOUR**

This **Employer-Labour** Agreement (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_\_(the ‘’Effective Date’’).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_\_(“Employer”, "corporation", "limited liability partnership", "limited partnership", "proprietorship Labour")]], a Employer, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_[[Employer Address]], (the “Employer”), through its \_\_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (the “Employer”).

**AND:** \_\_\_\_\_\_\_\_\_\_\_(“Employer”, "corporation", "limited liability partnership", "limited partnership", "proprietorship Labour")]], (the "Agency"), a Employer, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_\_ [[Employer Address]], (the “Employer”), through its\_\_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (the “Labour”).

**PREAMBLE:**

**WHEREAS,** the labour is desirous of performing the work of \_\_\_\_\_\_\_\_\_\_\_ [[Description of work]] for the Employer;

**WHEREAS,** the Employer also needs the skills and services of the labour;

**WHEREAS**, the Employer and the Labour desire to enter into an agreement whereby the labour will get daily wages on the total quantity of work done on a daily basis;

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree 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 Employer shall make the payment to the Labour every\_\_\_\_\_\_\_\_\_\_\_ [[Number]] months.

1. DUTIES AND OBLIGATIONS OF THE EMPLOYER
2. That on termination of the agreement the accounts shall be settled within a fortnight.
3. The Employer shall pay the Labour Rs.\_\_\_\_\_\_\_\_\_\_\_ [[Amount]] per day with overtime charges extra if applicable.
4. The Employer shall provide Labour paid weekly offs and organization notified holidays.
5. [[Additional Clause: Type Information Here]]
6. DUTIES AND OBLIGATIONS OF THE LABOUR
7. The Labour shall follow the safety norms strictly including prohibiting smoking inside the premises.
8. Labour should know works of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Description of work]].
9. The Labour shall make his own arrangements for transportation to and from the factory premises.
10. [[Additional Clause: Type Information Here]]
11. CONFIDENTIALITY.

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

* 1. Disclose or communicate to any party any information relating to the Employer’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 Employer; or
  4. Assist a third party in using any Confidential Information in any manner but solely for the benefit of the Employer.
  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 Labour shall not be entitled to reimbursement for any expenses except those that have been previously approved in writing by the Employer. The fees and payment for Labour shall be made according to the terms and conditions mentioned in this agreement.
3. INDEMNIFICATION AND CLAIMS
4. The labour shall indemnify the Employer, for any loss or damage sustained by it due to the improper performance of the work by the Labour, under this agreement such loss sustained by the Employer may be recovered from the bills payable to the Labour under this agreement, should the above sums not sufficient to cover the full amount recoverable, the labour shall pay to the Employer on demand the balance amount.
5. The Employer will have the right to appropriate and set off any sum of money payable to the labour under this agreement against any claim by the Employer against the labour should the above sums be not sufficient to cover the full amount of the claims, the labour shall pay the Employer on demand the balance amount due.
6. The labour shall be responsible to any third party for any damage or injury caused to the misfeasance, nonfeasance, or malfeasance of the labour.
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: Employer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Employer Address]]

* + 1. If to : the Labour

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Labour 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 Employer/labour 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 Employer/Labour 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 Employer/Owner and the Labour 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 Employer 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.

First Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESSES:**

1. Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_