**ADMINISTRATIVE SERVICES AGREEMENT**

This **ADMINISTRATIVE SERVICES AGREEMENT** is duly made and organized on [SPECIFY DATE OF EXECUTION] in [SPECIFY PLACE OF EXECUTION]. The parties to this Agreement are as follows:

[SPECIFY COMPLETE NAME] hereinafter referred to as the **Service Provider,** is a company organized and registered under the laws of [SPECIFY STATE]. The Service Provider primarily conducts its business in [SPECIFY PRINCIPAL PLACE OF BUSINESS];

**And**

[SPECIFY COMPLETE NAME] hereinafter referred to as the **Company,** is a company organized and registered under the laws of [SPECIFY STATE]. The Service Provider primarily conducts its business in [SPECIFY PRINCIPAL PLACE OF BUSINESS];

For a reasonable and valuable consideration, the undersigned parties acknowledge and manifest their commitment to comply and adhere to the terms and conditions which are provided below:

**ENGAGEMENT**

The Undersigned Company hereby declares its intention to engage and hire the services of the Service Provider to provide specific administrative services in line with formers [SPECIFY PROJECT NAME]’s execution and implementation. The terms of engagement are embodied in this Agreement.

**SERVICES**

Subject to the terms and conditions of this Agreement, the undersigned Service Provider is duty-bound to perform and render the following services:

1. The Service Provider will provide the needed manpower and human resource who will execute the needed administrative tasks for the Company’s project.
2. The Service Provider will manage and administer company records and other administrative documents that are used and will be used in the company project.
3. The Service Provider must ensure that the company records are stored properly and are conveniently accessible to the authorized officers of the Company.
4. The Service Provider shall provide certain secretarial services, such as organizing meetings, processing documentations, and many more.
5. The Service Provider shall provide inventory monitoring and management.
6. The Service Provider shall establish and outline an administrative plan for the company’s project
7. The Service Provider shall create a comprehensive and dynamic plan that showcases the delineation of tasks and responsibilities of his or her subordinates.
8. The Service Provider shall organize, manage, and consolidate business reports and financial records.
9. The Service Provider shall ensure that the company complies and adheres to the legal standards and statutes, such as environmental standards, operational protocols and standards, labor laws and regulations, health-related policies, and many more.
10. The Service Provider shall supervise and direct equipment management and maintenance.
11. The Service Provider shall represent and act on behalf of the company in government-sponsored seminars, meetings, and workshops.
12. The Service Provider will also create a dispute settlement plan in order to administer and manage project-related disputes in an efficient and convenient manner.

The foregoing list is not exclusive. Other analogous administrative services will also be performed by the Service Provider.

**OBLIGATIONS OF THE COMPANY**

1. Subject to the terms and conditions of this Agreement, the undersigned Company is duty-bound to comply and adhere to the following duties and obligations:
	1. The sums paid by the Company to pay compensation claims and benefits for employees of the undersigned Service Provider shall be saved in an administrator claims bank account, whereupon the administrator should have the authority to issue checks.
	2. The Company should be in charge of cost planning, including expenses owed to the bookkeeper, examiner, statistician, and etc.
	3. The Company is mandated by this Agreement to provide adequate assistance and support to the Service Provider, specifically in cases that require company expertise.
	4. The Company is duty-bound to reimburse the Service Provider for expenses and expenditures incurred in the course of performing and executing their duties.
2. The foregoing duties and obligations are not exclusive. There are other legitimate duties and obligations that the undersigned Company must implement and execute provided that they are sanctioned by law.

**COOPERATION**

The Undersigned Company and Service Provider expressly agree and affirm their mutual duty to cooperate and collaborate with one another in the course of executing and completing the project. They recognize and acknowledge their duty to perform all necessary decisions and actions in executing a task, taking into account that they have common goals and objectives. The following areas are the identified aspects by the parties which will need their mutual support and cooperation:

1. Subject to the terms and conditions of this Agreement, The undersigned parties will collaborate, discuss, and designate particular individuals to specific administrative positions.
2. Subject to the terms and conditions of the Agreement, the undersigned Service Provider will organize and schedule discussions and regular meetings with the Company in order to discuss progress reports, project gaps, and project milestones.
3. [SPECIFY OTHER AREAS FOR COOPERATION AND COLLABORATION]

**COMPENSATION**

1. The undersigned Company is required to provide reasonable and valuable compensation to the Service Provide in return for the administrative services that the latter provides. The compensation is [SPECIFY TOTAL AMOUNT], which is payable on a monthly basis.
2. The undersigned Company is obliged to give the Service Provider a receipt exemplifying the payment breakdown within [SPECIFY NUMBER OF DAYS] days before the due date of the monthly payment.
3. As determined under this Agreement, for payment to be deemed accepted by the Service Provider, the Company must regularly pay through the approved and authorized officers of the Service Provider.
4. Nothing in this Agreement restricts any of the undersigned parties from modifying or adjusting the conditions given that the parties consent to such changes.
5. Payments must be made every [SPECIFY MONTH AND DAY] of each year. In the event that the undersigned Company desires or decides to change the payment terms, the following must be complied with in order for such change to be valid and enforceable:
	1. The notice must be duly accompanied by an explanation as to why there is a need to implement such change.
	2. The undersigned Company must send a notice to the Service Provider within [SPECIFY AGREED DATE] before the scheduled date of payment.
	3. The undersigned Service Provider must notify the Company of its approval or rejection within [SPECIFY AGREED DAYS] days from the former’s receipt of the notification.

**REPRESENTATIONS AND WARRANTIES**

1. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY**
2. The undersigned Company makes the following representations and warranties:
3. The undersigned Company represents and warrants that it is legally sanctioned by law to participate into this kind of transaction with the undersigned Service Provider.
4. The undersigned Company warrants that it is a corporation which is duly incorporated and registered under the laws of [SPECIFY STATE].
5. The undersigned Company represents and warrants that it is legally authorized and sanctioned by law to implement the [SPECIFY PROJECT NAME].
6. The undersigned Company represents and warrants that the operation of this Agreement will not contravene any of the parts and provisions of its Articles of Incorporation.
7. The undersigned Company represents and warrants that it will realize and adhere to the terms and conditions of this Agreement in a diligent and legal manner.
8. The Undersigned Company duly agrees to comply and perform any and all obligations that are necessary and essential for the execution of this Administrative Services Agreement.
9. The Undersigned Company acknowledges and emphasizes that the list of representations and warranties provided under this section is exclusive.

1. **REPRESENTATIONS AND WARRANTIES OF THE SERVICE PROVIDER**

The undersigned Service Provider makes the following representations and warranties:

1. The undersigned Service Provider represents and warrants that it is lawfully authorized by law to enter into this kind of transaction with the Company.
2. The undersigned Service Provider represents and warrants that it will adhere to the terms and conditions of this Agreement in a diligent and legal manner.
3. The undersigned Service Provider duly agrees to comply and perform any and all obligations that are necessary and essential for the execution of this Administrative Services Agreement.
4. The undersigned Service Provider acknowledges and emphasizes that the list of representations and warranties provided under this section is exclusive.

**INDEMNIFICATION**

The Company agrees to indemnify the administrator, directors, officers, service providers, and agents against all claims, liabilities, lawsuits, settlements, judgments, damages, costs, penalties, and expenses, including attorneys’ fees and costs.

**TERMINATION**

1. This shall subsist and be implemented for a period of [SPECIFY AGREED TERM]. Regardless of the said term, any of the undersigned parties may commence an action to pre-terminate this Agreement if any of the following conditions transpire:
	1. In the event that the object and purpose of this Agreement is invalidated without fault or negligence from either of the undersigned parties.
	2. In the event that of one or both of the undersigned parties fail to comply with their duties and obligations unless otherwise stipulated in this Agreement.
	3. Failure by one of the undersigned parties to duly comply with a law or statute decree that makes the continued implementation of this Agreement illegal.
	4. In the event that one of the undersigned parties commit an act tantamount to a breach of its warranties and representations.
	5. [SPECIFY OTHER CAUSES FOR IMMEDIATE TERMINATION]
2. Nothing in this Agreement precludes any of the undersigned parties to initiate an action to modify or extend the term of this Agreement provided that the consent and approval of the other party is duly secured. Termination of this agreement shall not cease the rights or obligations of either party prior to the termination of the agreement.

**CONFIDENTIALITY**

1. The undersigned parties agree and confirm that it is inevitable that in the course of implementing and executing this Agreement, they may be exposed to each other’s data and information, which are deemed sensitive and confidential in character. Both parties agree that the preservation and security of their intellectual properties must be upheld and respected at all times. In line with this, the undersigned parties are not, in any way, authorized or permitted by this Agreement to engage in the following activities:
	1. To share and impart the said confidential information to other individuals or entities without the authorization of the owner of such information.
	2. To use the said confidential information without permission.
	3. To create a duplicate copy of the said information without the authorization of the owner of such information.
	4. [SPECIFY OTHER PROHIBITED ACTIVITIES]
2. In the event that one of the undersigned parties violate the rules on confidentiality, the party at fault is liable to pay the injured party with a penalty of [SPECIFY PENALTY/ AMOUNT].
3. This rule on confidentiality shall subsist and survive the termination of this Agreement for a period.

**FORCE MAJEURE**

If the Service Provider is unable to perform its obligations under this agreement by reason of war, fire, insurrection, strike, riot, earthquake, hurricane, natural disaster, or an act of God, this agreement or some portions shall be suspended until such time that the interruption has been resolved. If the suspension continues for more than 60 days, the Company may terminate this agreement upon 30 days prior to a written notice.

**RELATIONSHIP OF THE PARTIES**

In performing its obligations hereunder, Service Provider, its directors, officers, and agents shall be deemed to be acting as independent contractors and not as agents or employees of the Company.

**SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION**

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

**GENERAL PROVISIONS**

1. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other, provided however, that the Service Provider has assigned the agreement to a related entity or to any successor in a corporate reorganization.
2. The Company recognizes and concurs that the Service Provider may allocate, subcontract, or generally appoint any of its capacities or obligations to another qualified entity, given that such task or assignment would not diminish the Service Provider’s commitments and obligations under this agreement. At the Company’s request, the Service Provider will provide notice of any such assignment or delegation.
3. This agreement contains the entire agreement between the parties and may be amended only by writing signed by both parties. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions of this agreement shall remain in full force and effect.
4. Failure to enforce any provision of this agreement does not alter or waive the provision, or affect the future enforceability of the provision.

**SIGNED, AGREED AND UNDERSTOOD BY BOTH PARTIES:**

**SERVICE PROVIDER:**

[SPECIFY NAME AND SIGNATURE]

[SPECIFY TITLE/POSITION]

[SPECIFY DATE SIGNED]

**COMPANY:**

[SPECIFY NAME AND SIGNATURE]

[SPECIFY TITLE/POSITION]

[SPECIFY DATE SIGNED]