**Consultancy Agreement for Software Consultancy**

THIS CONSULTANCY AGREEMENT made this \_\_ day of \_\_\_\_\_ 200- BETWEEN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PVT. LTD. a Company incorporated in India having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereinafter called "the company" of the FIRST PART)AND a Company incorporated under the laws of \_\_\_\_\_\_\_\_\_\_\_ having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereinafter called "the Consultant" of the OTHER PART);

WHEREAS the Company is engaged in the business of Computer Software Programming and Development;

AND WHEREAS the Consultant has \_\_\_\_\_ years of experience in the field of COMPUTER TECHNOLOGY and has considerable technical know how, skill and experience in this field;

AND WHEREAS the Company has requested the Consultant to render to the Company Consultancy Services and other related services to which the Consultant has agreed;

AND WHEREAS the parties hereto are desirous of reducing the terms and conditions of this agreement in writing;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1.     The Company hereby appoints the Consultant to render Consultancy Services in the field of Computer Software Programming and Development and to give the benefit of considerable know how, commercial and technical knowledge, experience and skill. This advice shall include data and assistance to the company.

2.     The Consultant shall keep the company informed of the investment projects or trade opportunities and shall also find foreign party financers for, the Company and shall introduce the company to the relevant authorities, business and individuals as appropriate.

3.     The Consultant shall also render any other consultancy services and shall include all such data as may be useful to the company.

4.     The Consultant shall be required to render the abovementioned services at the office of the Company in India or any such other places outside India as the Company may require. The information and services may be given personally, or by facsimile, courier, telephone, telex etc.

5.     The Company undertakes to provide logistics as required by the Consultant.

6.     In consideration of the services to be rendered and the information to be provided. The Company shall pay to the consultant, a fees of U.S. $ \_\_\_\_\_\_\_\_/- (U.S. Dollars \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) per month for the entire duration of the contract. The company would also reimburse to the consultant any directly related expenditure if approved in advance.

7.     The duration of this Agreement shall be at Will and it can be terminated by either party by giving notice in writing of one month to the Other Party.

8.     The Company agrees to notify the Consultant of their Officer’s travel plans at least quarterly in advance to order to ensure that the Consultants are properly prepared.

9.     The services rendered by the Consultant shall be at the office of the Company or by way of telephone, fax or correspondence from the Consultant in to the Company in India.

10.  The Consultant shall not divulge to a Third Party directly or indirectly any information about the Company either during the subsistence of this Agreement or after its termination.

11.  The addresses given above shall also be the addresses of the party hereto for the purposes of sending notices, letters and other communications.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the within- )

named.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

By its Authorised Signatory\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

In the presence of )

SIGNED AND DELIVERED by the within- named

Consultant’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of )