**IT AGREEMENT**

This IT AGREEMENT, herein referred to as the “Agreement,” is made and entered into on the [NTH] day of [MONTH], [YEAR], by and between:

1. Parties

This IT [Scope of Service] Agreement (“Agreement”) made on [Date Created], is created between [Your Company Name] with its principal place of business at [Your Company Address] (“Company”), and [Your Client Company Name] with its principal place of business at [Your Client Company Address] (“Client”).

The Company and the Client are each referred to as a “Party” and, collectively, as the "Parties" and agree as follows:

2. Services and Payment

[Your Company Name], hereinafter “Company”,has entered into this agreement with [Your Client Company Name], hereinafter “Client”, wherein the Companyshall provide information technology (IT) consultancy services for the Client. Both Parties also hereby agree that the Client shall compensate the Company in accordance with the terms and conditions specified hereunder. [Service Details][Payment Terms]

2.1 Service Details

Outlined below are the IT consulting services, hereinafter “Services”, to be provided by the Company to the Client.

2.1.1 Meet with the Client and discuss current issues, risks, and specific goals related to the Client’s existing IT frameworks and methodologies.

2.1.2 Provide advice and insights on the current trends within the IT industry that shall be useful to the Client in improving its business.

2.1.3 Aid in the upgrade, migration, and scalability of the Client’s IT systems.

2.1.4 Develop disaster recovery strategies for the Client.

2.1.5 Prepare and install technologies and programs necessary for the performance of Services.

2.1.6 Ensure that any technology or software given to the Client is of high quality and fully functional.

2.1.7 Submit regular progress reports and evaluations to update the Client continuously on the results and effectiveness of the proposed solutions or strategies.

2.1.8 Deliver maintenance and support services.

2.2 Payment Terms

2.2.1 The Client must pay the Company 20% of the total amount due for the Services within at least thirty (30) days before the scheduled commencement date.

2.2.2 Within fifteen (15) days upon receipt, the Client shall make invoice payments to the Company for all services rendered satisfactorily.

2.2.3 It shall be the responsibility of the Client to pay any licensing fees or other applicable charges related to any software or technology necessary for the satisfactory performance of Services.

3. Ownership; Rights; Confidential Information

3.1 Ownership and Rights

3.1.1 The Company hereby assigns to the Client all rights, titles, and interests in and to the results and deliverables arising out of or in relation to the Services. The Company further agrees that it shall not have any rights to such copyrightable works and shall not use them in any manner whatsoever without prior consent or approval from the Client.

3.1.2 Both Parties agree and acknowledge that all software and technologies used for the satisfactory performance and completion of Services are owned by their individual companies and may be licensed to the other Party for purposes and obligations set forth herein.

3.2 Confidential Information

3.2.1 The Company hereby ensures that it shall use all confidential information solely for the performance of Services. For no other purposes shall any confidential information be used unless stated otherwise or approved by the other Party.

3.2.2 Any confidential information may be disclosed by the Company to third parties who are necessary for the execution of the Services, provided that the Client has authorized such disclosure.

3.2.3 The Company’s employees are to be made aware of the sensitive nature of all confidential information. Furthermore, authorized employees and third parties shall protect this confidentiality at all times.

3.2.4 The Company shall be held responsible for any breach of confidentiality committed by its employees.

3.2.5 Any breaches or violations of the above provisions may lead to the termination of this Agreement and result in legal actions.

3.2.6 The Company shall return all confidential information in tangible form to the Client upon the termination of this Agreement.

3.2.7 Such confidentiality shall remain in full force even after the termination of this Agreement.

4. Warranty; Relationship; Termination; Notice

4.1 Warranty

4.1.1 The Company warrants that it shall provide high-quality consulting services to the Client. The Company also warrants that it shall not incorporate any material into the Services and corresponding activities that would contravene any of the Client’s rights.

4.1.2 Having read and understood all provisions, both Parties warrant that they are voluntarily entering into this Agreement and that they each have the authority to execute this Agreement in whole or in part, provided that the other Party has authorized or approved such executions beforehand.

4.2 Relationship

4.2.1 The Companyshallsolely operate as an independent contractor in relation to the Client, and not as its employee. Hence, the Client shall not provide any employee benefits to the Company, and the Company shall not have any right to receive such benefits.

4.2.2 Neither this Agreement nor any of its terms and conditions shall not constitute an agency, joint venture, representation, or any other relationship between the Parties.

4.3 Termination

4.3.1 The Client may terminate this Agreement for any identified unsatisfactory performances and outputs delivered by the Company, provided that the Company shall receive a forty-five (45) days’ prior written notice.

4.3.2 Both Parties may terminate this Agreement earlier than the agreed date on the grounds that the other Party has made breaches or violations of this Agreement.

4.3.3 Either Party may terminate this Agreement, provided that a detailed, forty-five (45) days’ prior written notice shall be given to the other Party.

4.4 Notice

4.4.1 Only written notices shall be acknowledged, received, and approved by both Parties or their authorized representatives.

4.4.2 Failure of any Party to present a prior written notice to the other Party shall render corresponding actions or changes null and void.

5. 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.

6. Next Steps

1. Upon the signing of this Agreement, the Company shall then work on a schedule of activities to be reviewed and approved by the Client.

2. Once the Client has approved the schedule, the Company shall immediatelycommence the Services.

3. The Company shall monitor, document, and report any progress and issue to the Client until satisfactory completion of Services.

IN WITNESS WHEREOF, each of the Parties has executed this IT [Scope of Service] Agreement, both Parties by its representative, as of the day and year set forth below.

[Your Company Name]

[Your Company Representative Name]

[Your Company Representative Signature]

[Date Signed]

[Your Client Company Name]

[Your Client Representative Name]

[Your Client Representative Signature]

[Date Signed]