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Consultant/Trainer Contract

Trainer's Name: _____

Contact Number: _____

Email ID: _____

Communication Address: _____

Payment Details

Bank Account Number: _____

Bank Branch Address: _____

Bank Branch IFSC Code: _____

Pan Number: _____

Date of signing the contract: _____



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This agreement is entered into between the Incubation India Business Solutions (owner of the portal www.huestraining.com), a proprietorship with registered address at 25/44, Vasant Vihar, Thane – 400610, Maharashtra, herein referred to as IIBS and _____, residing on the address

_____ herein referred to as the trainer, for the purpose of providing in-services training workshops to clients through IIBS.

The Trainer agrees to the following:

1. The Trainer will collaborate with IIBS staff to determine the course outline, training content, methods of presentation and handouts for training session.
2. The trainer will work with IIBS to ensure that training content is culturally specific and promotes technical competence.
3. The trainer will provide the handout materials for review at least 1 week in advance of the workshop.
4. The Trainer will contact IIBS prior to the training to verify and confirm the dates, time and other information related to the training activities.
5. The trainer will assume responsibility for all travel, lodging, and personal arrangements and costs while completing the activities outline in this contract. The travel cost will be borne by IIBS, or the case which arise with the client.
6. The trainer will assume responsibility for payment of all income tax, Service Taxes and social security payment on monies earned in the execution of this contract.
7. The Trainer will immediately notify IIBS of any changes in circumstances which would prohibit or reduce the capacity of the Trainer to carry out the obligation and activities outlined in this contract.
8. The trainer agrees that information regarding the Trainer and feed-back and any other evaluation data regarding this workshop will be entered into and maintained in the state-wide computerized data system .This data will be used by IIBS as part of a Trainer performance evaluation appraisal to identify trainer development needs and as a criteria for decisions regarding future contract employment.
9. The Trainer will be responsible for the reimbursement of lost or damaged training materials borrowed from the IIBS.

Signature of both parties:



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10. The Trainer agrees to submit content outline, bibliography, resource list (if applicable), and proposed handouts for approval to the IIBS according to the timeline for submission. In all cases the content will be customised to the client requirement and it will be a non-disclosure agreement that none of the trainer's material will be used by IIBS for any of our other clients.
11. The Trainer must be familiar with copyright laws governing IPRs, Copyrights and Patents, and including the use of citations and must obtain written permission from the appropriate publisher, author or distribution before including any material covered by such laws, or use as a visual aid during the workshop. The trainer provides complete citations must be footnoted on handouts, PowerPoint, and overhead transparencies.
12. The trainer agrees to arrive at least 30 minutes prior to the start of each workshop day and stay up to 30 minutes after the workshop concludes to answer trainee's questions.
13. If the Trainer is unable to complete a portion or all of the activities listed herein due to illness or other unavoidable personal circumstances, the IIBS reserves the right to either reschedule the Trainer to complete these activities at another time, or to void this contract and enter into contract with a substitute trainer. If the Trainer completes portion of activities, he/she will be paid on a pro-rata basis for the portion of the training successfully completed subject to approval from client.
14. The Trainer understands it is the policy of IIBS not to give any kind of personal endorsements (Visiting cards or personal numbers). The Trainer will not use verbal or written comments from evaluations, letters etc., as individual endorsements with any of IIBS clients.
15. The Trainer will not sell or promote his own organisation, products, materials, or additional workshops. All the content provided by trainer should carry relevant IIBS logo along with trainer code and provided disclaimer text from IIBS
16. The trainer will represent only IIBS and not any other organisation or agency, when involved with the IIBS client for doing any activity on UAS, Consulting, or Training.
17. The Trainer agrees to perform the services described herein as an independent Contractor and attends that he/she is not an employee of IIBS. Trainer shall indemnify and hold IIBS, its officers, agents, and employees harmless from and against all claim and costs (including attorneys fees) for loss or damage to property, or injury, or death to any and all persons, or any course of action of whatever nature that may arise out of or during the performance of this contract.
18. Training materials developed by the trainer and specifically funded by the IIBS are considered a work for hire, and the sole property of IIBS. Training materials include, but are not limited to texts, monographs, curricula, outlines, handouts, booklets, and computer software.

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19. Trainer agrees to attend audio or video conference calls or the trainer meet with the client at least once to have a face to face conversation with the client to understand the training needs, if asked by the client. The trainer will be punctual in providing timely response to such queries.
20. Trainer shall not engage, and shall cause their personal as well as their sub-agencies and their persons to engage, either directly or indirectly, in any or professional activities with the IIBS clients that would account to conflict with the activities assigned to them under this contract.
21. The trainer would give a copy of presentation for updating relevant branding/disclaimer by IIBS before the same is shared with client. This content will not be used by IIBS for any clients, he/she would conduct dry run with advisory member, if required.
22. Trainer needs to send a detailed feedback, within 24 hours of completion of the program.
23. Trainer should also make sure that the feedback score is about 4 out of 5 in every training program.
24. Trainers getting empanelled with IIBS need to produce minimum 3 contact details for us to do the reference check.
25. The trainer would not work with the IIBS client or their contacts for which he/she has been assigned to, directly, for minimum of 2 year after the completion contract, in any of the technology or soft skill areas. In case the trainer learns of an opportunity in the public domain or is approached via another vendor directly, the source of the same must be communicated to IIBS so that we are sufficiently updated to manage our relationship with client. In no case shall the trainer or their sub agencies approach client contacts introduced during course of executing assignments on behalf of IIBS. The activities would include the training, consulting, user adoption services, content development or e-learning services.
26. The fees for the training delivery would be paid to the trainer once the feedback forms are viewed by the IIBS staff.
27. If the training is scheduled outside the trainer's base location as on the communication address, the trainer needs to reach the destination on the delivery date, check-in the hotel, and check out on the completion day of the program.(This is applicable for 1 and above days program).
28. All payments made to the trainer would attract taxes and TDS components.

IIBS agrees to the following:

1. IIBS will pay the agreed amount upon completion activities outlined in this contract. Trainer fees are computed for a training day of eight in-class hours (lunch excluded). This fee will be paid within 30 - 45 days after receiving the invoice from the trainer.
2. IIBS retains the right to review and approve all training plans and materials to be used by the trainer in the implementation of training activities; and to make the final determination of the scope and nature



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of the training services provided by trainer. Above referenced materials shall include, but not be limited to, training curricula, workshop content outline, reference materials and training activities.

Signature of both parties:

- 3. IIBS will make available photocopy services for a limited number of pre-approved hand-outs for workshop participants without any additional cost to trainer.
- 4. IIBS will provide technical assistance to the trainer as needed in the developed and formulation of training content and in implementation of training activities.

The Company reserves the right to cancel or modify this agreement at any time prior to the training should registration activity or other circumstance fail to justify implementation of the training activities outlined herein. The Company will immediately notify the Trainer of any such change.

Signatures below indicate acceptance of the terms of this contract:

_____	_____
Trainer	IIBS

_____	_____
Date	Date

Sign one copy and return to Incubation India Business Solutions.

Reference Check:

Name	Organisation	Contact number
1. _____	_____	_____



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2. _____

3. _____