



# Destiny Education Zone

206. Ashiyana Tower, Exhibition Road, Patna-800001 Call – 9835566700

Email Id : infodestinyezone@gmail.com

Website: www.destinyeducationzone.in

## EDUCATIONAL CONSULTANT AGREEMENT

**I. The Parties.** This Educational Consultant Agreement ("Agreement") is made effective as of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Educational Consultant:** \_\_\_\_\_ with a street address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_, ("Consultant")

AND

**Destiny Education Zone:** \_\_\_\_\_ with a street address of \_\_\_\_\_, City of \_\_\_\_\_, State of \_\_\_\_\_ ("Destiny Education Zone").

**II. Services.** Consultant agrees to provide the following Services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Services").

**III. Term.** The Services shall commence on \_\_\_\_\_, 20\_\_\_\_, and end: (check one)

- On the date of \_\_\_\_\_, 20\_\_\_\_.
- At completion of the Services performed.
- Upon either party may terminate this Agreement with \_\_\_\_ days' notice.
- Other. \_\_\_\_\_.

**IV. Compensation.** In consideration for the Services provided, the Consultant is to be paid in the following manner: (check all that apply)

- Per Job. Rs. 10000-20000 for the completion of the Services. (Attached detail)

**V. Contingency.** As part of the Consultant's Pay:

- There **SHALL NOT** be a contingency-fee arrangement as part of this Agreement.

**VI. Payment.** Consultant shall be paid, in accordance with section IV: (check one)

- At completion of the Services performed.
- Upon the Destiny Education Zone receiving an Invoice from the Consultant.

**VII. Retainer.** The Destiny Education Zone is: (check one)

- Required to pay a Retainer in the amount of Rs. \_\_\_\_\_ to the Consultant as an advance on future Services to be provided ("Retainer"). The Retainer is: (check one)

- Refundable.

- Non-Refundable.

- Not required to pay a Retainer before the Consultant is able to commence work.

**VIII. Expenses.** The Consultant is: (check one)

- Responsible for all expenses. The Consultant shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant including out-of-pocket expenses.

- Reimbursed for ONLY the following expenses: \_\_\_\_\_.

Destiny Education Zone agrees to pay the Consultant within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon request by the Destiny Education Zone, the Consultant may have to show receipt(s) or proof(s) of purchase for said expense.

- Not required to pay or be responsible for any expense in connection with the Services provided.

**IX. Disputes.** If any dispute arises under this Agreement, the Consultant and the Destiny Education Zone shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator. The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in the District or Session Court of Patna, Bihar.

**X. Legal Notice.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the Indian Postal Service via Certified Mail with return receipt. **If different** from the mailing address in Section I, enter below:

Destiny Education Zone's Address: Destiny Education Zone, 206, Ashiana Tower, Exhibition Road, Patna-800001 (Bihar)

Consultant's Address: \_\_\_\_\_

**XI. Return of Records.** Upon termination of this Agreement, the Consultant shall deliver all records, notes, and data of any nature that are in the Consultant's possession or under the Consultant's control and that are of the Destiny Education Zone's property or relate to Destiny Education Zone's business.

**XII. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XIII. Independent Contractor Status.** The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Destiny Education Zone's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the routes taken, starting and ending times, days of work, and order the work that performed;
- c.) Consultant has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement.
- d.) Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Destiny Education Zone;
- e.) The Services required by this Agreement shall be performed by the Consultant, Consultant's employees or personnel, and the Destiny Education Zone will not hire, supervise, or pay assistants to help the Consultant;
- f.) Neither the Consultant nor the Consultant's employees or personnel shall receive any training from the Destiny Education Zone for the professional skills necessary to perform the Services required by this Agreement; and
- g.) Neither the Consultant nor Consultant's employees or personnel shall be required by the Destiny Education Zone to devote full-time to the performance of the Services required by this Agreement.

**XIV. State and National Licenses.** The Consultant represents and warrants that all employees and personnel associated shall comply with National, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

**XV. Payment of Taxes.** Under this Agreement, the Destiny Education Zone shall not be responsible for:

- a.) Medicare, Social Security, or any other National or State withholding taxes from the Consultant's payments to employees or personnel or make payments on behalf of the Consultant;
- b.) Making national and/or State unemployment compensation contributions on the Consultant's behalf; and
- c.) Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and, if the Consultant is not a business entity, all applicable self-employment taxes. Upon demand, the

Consultant shall provide the Destiny Education Zone with proof that such payments have been made.

**XVI. Employees' Compensation.** The Consultant shall be solely responsible for the following:

a.) Employee Benefits. The Consultant shall not be entitled to unemployment compensation with the Services performed under this Agreement.

c.) Workers' Compensation. The Consultant shall be responsible for providing all workers' compensation on behalf of their employees. If the Consultant hires employees to perform any work under this Agreement, the Consultant agrees to grant workers' compensation coverage to the extent required by law.

**XVII. Indemnification.** Destiny Education Zone reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

**XVIII. Confidentiality & Proprietary Information.** The Consultant acknowledges that it will be necessary for the Destiny Education Zone to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Destiny Education Zone. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Destiny Education Zone without the Destiny Education Zone's prior written permission except to the extent necessary to perform the Services on the Destiny Education Zone's behalf.

**XIX. Assignment and Delegation.** The Consultant may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Consultant recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Destiny Education Zone harmless of any liability in connection with their performed work.

The Consultant shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third (3rd) parties, the Consultant shall be made liable.

**XX. Governing Law.** This Agreement shall be governed under the Indian laws.

**XXI. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XXII. Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Destiny Education Zone and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the Parties here to have executed this Agreement on the dates written hereunder.

**Consultant's Signature** \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Destiny Education Zone's Signature** \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_