

**FOREIGN WORK AGREEMENT**

This Agreement made at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 2012

**BETWEEN**

**A Ltd** a company incorporated in India under the provisions of the Companies Act, 1956 and having its registered office at \_\_\_\_\_, hereinafter referred to as the **PARTY OF THE FIRST PART** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its representatives and assigns)

**AND**

Mr. \_\_\_\_\_  
Age about \_\_\_\_ years, Occupation: \_\_\_\_\_,  
Residing at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Hereinafter referred to as the **PARTY OF THE SECOND PART** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs and legal representatives)

**WHEREAS** Party of the First Part is engaged in the \_\_\_\_\_

**AND WHEREAS** the Party of the Second Part is in employment with the Party of the First Part on the terms and conditions contained in the Appointment Letter bearing No. \_\_\_\_\_ dated \_\_\_\_\_.

**AND WEREAS** The Party of the First Part has selected the Party of the Second Part to explore market and bring business from the clients of the Party of the First Part at \_\_\_\_\_.

**AND WHEREAS** the Party of the Second Part has agreed to travel and the Party of the First Part has agreed to bear all the expenses to be incurred during the tour abroad of the Party of the Second Part upto Rs. \_\_\_\_\_/- (per day/ for the total period).

**AND WHEREAS** the Party of the First Part is spending a considerable amount on the Party of the Second Part. The Party of the First Part therefore desires that the Party of the Second Part during the visit to \_\_\_\_\_ bring good business & market and work for the benefit of the Party of the First Part only.

**AND WHEREAS** the Party of the Second Part after returning from \_\_\_\_\_ agreed to work for Party of the First Part for a minimum period of \_\_\_\_\_ years.

**AND WHEREAS** the Parties hereto decided to reduce into writing the terms and conditions under which the Party of the Second Part shall travel abroad to \_\_\_\_\_ and the terms and conditions under which the Party of the Second Part shall continue in employment of the Party of the First Part.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:**

1. The Party of the First Part shall bear all necessary expenses required for marketing and increasing sales and other related aspects of the Party of the Second Part upto Rs. \_\_\_\_\_/- (per day/ total tour)
2. The Party of the Second Part undertakes to sell the products developed by/for the Party of the Second Part as well as other information technology products regularly during the said period and shall not absent himself from the office duty of Party of First Part during the said period.
3. The Party of the Second Part undertakes that upon returning to India sent by the Party of the First Part, the Party of the Second Part shall serve the Party of the First Part for a minimum period of \_\_\_\_\_ years from the date of return to India.
4. The Party of the Second Part hereby agrees that if he resigns from employment with the Party of the First Part before completion of \_\_\_\_\_ years from the date of return to India, he shall be liable to pay to the Party of the First Part an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only). The Parties arrived at figure of Rs. \_\_\_\_\_/- as a cost. The cost

is arrived at on the basis of expenses of Traveling and staying abroad, the cost likely to be incurred if the job is left in by Party of the Second Part within \_\_\_\_\_ years and cost of replacement of Party of the Second Part in case of separation. The Party of the First Part shall be entitled to recover the amount so mentioned above and terminate the services of the Party of the Second Part if required for misconduct or for any act subversive of discipline.

5. If the Party of the Second Part resigns from the employment of the Party of the First Part within \_\_\_\_\_ years from the date of return to India, the Party of the First Part shall be at liberty to recover an amount of Rs. \_\_\_\_\_/- from the dues to be paid to the Party of the Second Part.

6. The Party of the Second Part hereby undertakes not to disclose to any outsider any information whatsoever that has come to his knowledge, directly or indirectly, during the employment and the visit to \_\_\_\_\_ relating to the Party of the First Part and the Party of the Second Part shall keep all such information strictly confidential.

7. The Party of the Second Part, upon ceasing to be in the service of the Party of the First Part before the completion of \_\_\_\_\_ years from the date of return to India, shall not accept any service with any other employer whether an individual, a Partnership Firm or a Company or Corporation carrying on similar business as that of the Party of the First Part till the completion of the period of \_\_\_\_\_ from the date of leaving of job.

8. The Party of the Second Part undertakes that during the period of visit to \_\_\_\_\_, shall not indulge into any activity in contravention to the laws prevailing in that Country and the agreed terms and conditions of employment and this agreement and the Party of the Second Part shall be wholly responsible for the liabilities, damages and prosecution for any act subversive of discipline.

9. The Party of the First Part shall not be responsible for any damages or liabilities incurred due to activity or act on part

of the Party of the Second Part in contravention to the Law prevailing in the said Country.

10. This Agreement is supplemental to the Letter of Appointment No. \_\_\_\_\_ dated \_\_\_\_\_ issued to the Party of the Second Part and all the terms and conditions therein are binding on the Parties. The parties agreed that the rest of the terms and conditions of employment ..... as set-out herein the contract shall continue to remain in force during the period of this contract and thereafter. The parties agreed that the employment shall continue even after \_\_\_\_\_ years as per applicable terms.

IN WITNESS WHEREOF the Parties hereto have set their respective hands on the date herein above mentioned.

Signed and delivered for and on ]  
behalf of \_\_\_\_\_. by Shri ]  
\_\_\_\_\_ of ] PARTY OF THE FIRST PART  
the Company.

Signed, sealed and delivered by ]  
Shri. \_\_\_\_\_ ]  
\_\_\_\_\_ ]  
PARTY OF THE SECONDPART

IN THE PRESENCE OF

1. \_\_\_\_\_ ]  
\_\_\_\_\_ ]  
\_\_\_\_\_ ]  
\_\_\_\_\_ ]  
2. \_\_\_\_\_ ]  
\_\_\_\_\_ ]  
\_\_\_\_\_ ]

WITNESSES