

FOREIGN TRAINING 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

_____ /
represented by Mr. _____, 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)

... OF THE FIRST PART

AND

Mr. _____
Age about ____ years, Occupation: _____
Residing at _____

_____.

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

... OF THE SECOND PART

WHEREAS Party of the First Part is engaged in the business of _____;

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 WHEREAS the Party of the First Part has selected the Party of the Second Part for the purpose of technical training being imparted to the Party of the Second Part at a location in _____, namely

_____, hereinafter to be referred to as the “**said Office**”;

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 shall, upon the completion of the training in the said Office, continue to remain in the employ of the Party of the First Part for a minimum period as laid down in this Agreement;

AND WHEREAS the Party of the Second Part after returning from the said Office 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 the said Office 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 the technical training, lodging and boarding, and other related aspects of the Party of the Second Part upto Rs. _____/- (per day/ total tour) for the duration of the tour to the said Office, i.e. between _____ to _____, hereinafter to be referred to as the “**Training Period**”.
2. The Party of the Second Part undertakes to attend the training sessions and actively participate in the training programme to be held in the said Office during the said Training Period and shall not absent himself from the training programme during the said Training Period.

3. The Party of the Second Part undertakes that upon returning to India upon the completion of the said training programme, 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 the figure of Rs. _____/- as a cost. The cost is arrived at on the basis of the expenditure by the Party of the First Part on account of Traveling and staying abroad by the Party of the Second Part. 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 within the said period of _____ years, if required, for misconduct or for any act subversive of discipline by the Party of the Second Part.
5. The Party of the Second Part hereby undertakes not to disclose to any third person any information whatsoever that has come to his knowledge, directly or indirectly, during his employment with the Party of the First Part, as well as during the visit to the said Office, relating to the Party of the First Part and the Party of the Second Part shall keep all such information strictly confidential.
6. The Party of the Second Part undertakes that during the period of visit to the said Office, he shall not indulge in any activity in contravention to the laws prevailing in that country, namely _____, nor will the Party of the Second Part violate any of the agreed Terms and Conditions of his 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.

7. The Party of the First Part shall not be responsible for any damages or liabilities incurred due to any activity or act on the part of the Party of the Second Part in contravention to the laws prevailing in the said country, namely _____. The Party of the Second Part hereby agrees to indemnify and keep indemnified the Party of the First Part for any loss or damage caused to the Party of the First Part as a result of, or arising out of, or incidental to, any contravention by the said Party of the Second Part of any laws prevailing in the said country.
8. In addition to and notwithstanding the obligation of indemnity contained in the Clause 7 above, the Party of the First Part reserves the right to terminate the services of the Party of the Second Part if the Party of the Second Part is found to be in contravention of any laws of the said country.
9. 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 agree that the rest of the Terms and Conditions of employment as set-out in the said Letter of Appointment No. _____ dated _____ shall continue to remain in force during the period of this Agreement and thereafter. The Parties agree that the employment shall continue even after the said minimum period of _____ years as abovementioned as per applicable terms, unless specifically terminated by the Party of the First Part, or unless the Party of the Second Part resigns after the said period of _____ years.

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

DRAFT