

HR Service Level Agreement

This HR Service Level Agreement (specified as the "Agreement") is formed and made valid and executed on this [INSERT NUMBER] day of [INSERT MONTH], [INSERT YEAR] (specified as the "Effective Date").

BY AND BETWEEN

[INSERT NAME OF SERVICE PROVIDER COMPANY] (specified as the "HR Service Provider"), a company duly registered and existent in accordance with the laws of [INSERT NAME OF COUNTY/PROVINCE] of the State of [INSERT NAME OF STATE] with its head office located at [INSERT COMPLETE COMPANY ADDRESS]

AND

[INSERT NAME OF CLIENT COMPANY] (specified as the "Client Company"), a company duly registered and existent in accordance with the laws of [INSERT NAME OF COUNTY/PROVINCE] of the State of [INSERT NAME OF STATE] with its head office located at [INSERT COMPLETE COMPANY ADDRESS]

WHEREAS, Client Company and HR Service Provider have entered into [INSERT DETAILS] Agreement (specified as the "Prior Agreement") as of [INSERT MONTH DAY YEAR] in relation to the provision of HR Service Provider to Client Company of [INSERT DETAILS] services (specified as the "HR Services"), considering such, Client Company has the intention of continuing the Prior Agreement subject to the terms and conditions of this Agreement to which HR Service Provider confidently adheres to.

NOW, THEREFORE, in consideration of the preceding statements, Client Company and HR Service Provider hereby agree to the following terms and conditions as presented:

1. Rider Agreement

This Agreement, when signed by both Client Company and HR Service Provider, shall form part of the Prior Agreement and shall immediately change the term of the Prior Agreement to [INSERT DETAILS] as per Section [INSERT NUMBER/LETTER] of this Agreement.

2. Purpose of Agreement

- (a) This Agreement is created for the purposes of:
 - (i) Formalizing the arrangement between Client Company and HR Service Provider with respect to the latter party providing HR Services to the former party who is subject to pay the latter party for such HR Services at an agreed-upon price as per the Prior Agreement;
 - (ii) Ensuring that all the role and responsibilities of HR within Client Company meets expectations of all the stakeholders of Client Company pursuant to the HR policies, practices, and/or procedures followed the aforementioned party and the HR Services performed by HR Services Provider under the Prior Agreement;

- (iii) Quantify and measure the service level expectations in accordance with the Service Level Measurement and Service Credits laid out in this Agreement that is consented by both Client Company and HR Service Provider;
 - (iv) Provide various method and/or mechanism wherein Client Company can achieve meaningful recognition of any failure of HR Service Provider to deliver or to execute the Service Level Measurement for which HR Service Provider has been contracted to.
- (b) Further, any and all terms and conditions that constitute this Agreement is recognized as a result of a condition on the Prior Agreement of the procurement of this Agreement in order to renew and/or to extend the term of the aforementioned Prior Agreement.

3. Scope of Agreement

(a) HR Services and Requests

- (i) HR Service Provider shall be obliged to continue to deliver to Client Company the HR Services stipulated in the Prior Agreement of the aforementioned parties;
- (ii) Upon any request from Client Company concerning any HR-related issues, HR Service Provider shall be responsible to address such issues and to perform the relevant HR Services necessary to solve such;
- (iii) HR Service Provider shall provide the maintenance procedures which are necessary to process and to deliver the HR Services smoothly following standards;

- (iv) The provision of HR Service Provider shall cover regular business hours which cover [INSERT TIME PERIOD RANGE] or any other days requested by Client Company due to uncontrollable and/or unforeseen circumstances.

(b) Service Levels and Service Credits

- (i) During the term of this Agreement as indicated in Section [INSERT NUMBER/LETTER], HR Service Provider shall, at all times, deliver the HR Services defined in the Prior Agreement and in this Agreement and shall meet and/or exceed the Service Level Measurement for each Performance Criterion as defined in the following:

HR SERVICES	PERFORMANCE CRITERION	SERVICE LEVEL MEASUREMENT
Payroll Administration	[INSERT DETAILS]	[INSERT MEASUREMENT]
Employee Funds Service		
Management Information Reports		
Recruitment and Selection		
Internal Training Courses		
Labor Relations Support		
General HR expertise		
Employee Assistance		

- (ii) HR Service Provider hereby agrees to and acknowledges that any failure to meet any of the Service Level Measurement defined in the prior statements shall result to a material adverse impact on the business operations and/or the whole business Client Company and that, following such occurrence, Client Company shall be entitled to its

rights as stipulated in this Agreement which include the right to any Service Credits as follows:

[INSERT DETAILS ON THE SERVICE CREDITS]

(iii) HR Service Provider hereby accede that any Service Credit exercised by Client Company shall refer to a price adjustment which will reflect on the value of any lost delivery on any of the HR Services caused by the failure of HR Service Provider to meet and/or exceed the Service Level Measurement set forth in this Agreement;

(iv) Both Client Company and HR Service Provider agree and acknowledge that the Service Credits is a reasonable method to adjust prices of the HR Services as a reflection of the poor performance and delivery of HR Service Provider of such services to Client Company;

(v) A Service Credit shall be the exclusive financial remedy entitled to Client Company in the instance that HR Service Provider fails to comply or to deliver the HR Services to Client Company other than the termination rights of Client Company set forth in the Prior Agreement of the aforementioned parties.

(c) Performance Monitoring

(i) Client Company shall be accountable in the implementation of any and all measurement and/or monitoring tools and methods in order to accurately measure, monitor, analyze, and report on the performance of HR Service Provider of the HR Services and Service Level Measurement;

(ii) The stakeholders of Client Company, particularly the employees and the audit inspection team, may notify Client Company promptly through writing if HR Service

Provider fails to reach the necessary Service Level Measurement on any of the HR Services within the course of the execution of this Agreement;

(iii) Client Company shall also bear the authority and/or right to look into the following areas when measuring and/or monitoring the performance of HR Service Provider of the HR Services:

(1) Consistency in the provision of high quality HR Services to Client Company;

(2) Application of certain incentives to HR Service Provider for the aforementioned party to diligently comply with and meet the service expectation of Client Company as defined in the various Service Level Measurement set forth in this Agreement.

4. Term and Termination

(a) This Agreement shall commence as of the Effective Date indicated and shall expire after [INSERT NUMBER/PERIOD] specified on [INSERT DETAILS];

(b) Client Company may opt to terminate this Agreement even before the normal expiration of this Agreement in the event that HR Service Provider continuously commits a violation on any of the terms and conditions of this Agreement. Client Company shall provide HR Service Provider [INSERT NUMBER/PERIOD] written notice of termination to be delivered to the latter party.

5. Amendment to Agreement

Any amendment, modification, and/or change to any term or condition of this Agreement shall only be valid and binding when procured by either Client Company or HR Service Provider in writing and duly signed by the aforementioned parties to this Agreement.

6. Notices

Any and all notices and forms of communication between Client Company and HR Service Provider as a result of the aforementioned parties' execution of their respective obligations under this Agreement shall be delivered in writing and shall be recognized as duly given when delivered in person, by certified or registered mail following [INSERT NUMBER/PERIOD] of delivery, or by facsimile transmission evidenced by a written transmission report of such. Such notices and relevant forms of communication shall be delivered to the addresses of Client Company and HR Service Provider stipulated at the beginning pages of this Agreement.

7. Assignment

Similar to the rights and obligations of the parties in the Prior Agreement, Client Company and HR Service Provider shall bear no right or power to transfer or to assign any of its rights and obligations under this Agreement without prior written notice and approval of either of the aforementioned parties consenting such transfer or assignment.

8. Entire Agreement

This Agreement shall constitute the complete and the exclusive agreement between Client Company and HR Service Provider in relation to the subject matter of this Agreement thereof and shall supersede Prior Agreement and any other previous arrangements and understanding of the aforementioned parties relative to the subject matter of this Agreement thereof.

9. Settlement of Disputes, Governing Law & Arbitration

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. The cost of arbitration proceedings shall be equally borne by both the parties.
- f. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

10. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be considered as that of the original instrument, and all of which shall be constituted as one and the same.

11. Headings

The titles and headings provided in this Agreement are only for the purposes of convenience of reference for Client Company and HR Service Provider and shall not in any way affect and/or modify the interpretation of this Agreement.

IN WITNESS WHEREOF, Client Company and HR Service Provider have caused the execution of the terms and conditions of this Agreement, signed and sealed with their respective representatives, on this [INSERT NUMBER] day of [INSERT MONTH], [INSERT YEAR].

SERVICE PROVIDER

Name and Title in Print

Authorized Signature

CLIENT COMPANY

Name and Title in Print

Authorized Signature