

# Commercial Contract

## AGREEMENT FOR CALL CENTRE SUPPORT



*Empowered lives.  
Resilient nations.*



### Small and Medium Enterprises Development Authority

#### Ministry of Industries & Production

#### Government of Pakistan

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January 2013

# **Agreement for Call Centre Support**

Pro-Gole (Right to do Business)

Legal Services, B&SDS

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## LEGAL SERVICES, SMEDA

The Legal Services (LS) department is a part of Business & Sector Development Services Division of the Small Medium Enterprises Development Authority and plays a key role in providing an overall facilitation and support to the small businesses. The LS believes that information dissemination among the small businesses on the existing legal & regulatory environment and business to business and business to client contracting is of paramount importance and plays a pivotal role in their sustainable development.

In order to facilitate small businesses, the LS, under the Pro-GOLE (Right to do business) project, a joint SMEDA-UNDP initiative for supporting the small businesses, has developed user-friendly contract templates.

## Pro-GOLE, (Right to do Business)

The UNDP has partnered with the Small and Medium Enterprises Development Authority to initiate and execute the Pillar 4 (Right to do business) component of the UNDP PRO-GOLE project which seeks to enhance the legal awareness and mobility of marginalized/ informal businesses. Under the project legal services outreach shall be extended to small businesses including home based enterprises, small shopkeepers, growers, women entrepreneurs, hawking vendors etc. In addition, small business shall be mobilized to access legal services.

## The Need for Commercial Contracts Templates

In an increasingly complex and competitive industry, it is vital that suppliers and purchasers are fully protected against legal and commercial risks. To counter such risks, a viable solution; available as- of the shelf commercial contract templates- will provide the users with first class ready to use support. With obligations properly set out and liabilities accurately defined, the users will be in a far better position to look after their rights and interests and move forward from their marginalized positions to being active players of the economy. The Legal Service Providers can equally take benefit of these templates for their professional and business development.

## Disclaimer

The information contained in this template is meant to facilitate the businesses in documenting transactions with reference to import and export. However, SMEDA, UNDP or any of their employees or representatives accept no responsibility and expressly disclaim any and all liabilities for any and all losses/shortfalls caused by or motivated by recommendations from the information contained within this document. Although SMEDA's ambition is to provide accurate and reliable information; yet, the document is not an alternative to expert legal advice and should ideally be used in conjunction with the same. Any person using this document and or benefiting from the information contained herein shall do so at his/her own risk and costs and be deemed to have accepted this disclaimer.

All information contained in this document may be freely used provided that relevant acknowledgement is accurately quoted with each usage.

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## AGREEMENT FOR CALL CENTRE SUPPORT

THIS AGREEMENT FOR CALL CENTRE SUPPORT (hereinafter referred to as the "Agreement") is made at [insert place] on this \_\_\_\_ (insert date) day of \_\_\_\_\_ (insert month), 20\_\_ (insert year)

BY AND BETWEEN:

M/s [insert Name], a public/private Business incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

(hereinafter referred to as the "Business", which expression shall, wherever the context so provides, include its assigns, nominees, agents and successors-in-interest)

AND

M/s [insert Name], a public/private Business incorporated under the Companies Ordinance, 1984, having its registered office at [insert Address] through its [insert Designation], Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a partnership concern of Mr/Mrs/Ms [insert Name] and Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through its Partner, Mr/Mrs/Ms [insert Name];

OR

M/s [insert Name], a sole proprietorship concern of Mr/Mrs/Ms [insert Name], having its place of business at [insert Address] through Mr/Mrs/Ms [insert Name];

OR

Mr/Mrs/Ms [insert Name], son/wife/daughter of [insert Name], r/o [insert Address] CNIC # [insert Number]

(hereinafter referred to as the "Call Centre", which expression shall, wherever the context so provides, include its agents and successors-in-interest).

(The Business and the Call Centre are hereinafter collectively referred to as the "Parties" and individually as the "Party".)

WHEREAS the Business is based in [insert country], and is engaged in [insert description of products/services] (hereinafter referred to as the "Products").

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AND WHEREAS the Business is desirous of selling its products via telemarketing.

AND WHEREAS the Call Centre is a call centre based in [insert country], and provides call centre support to its clients based in [insert country].

AND WHEREAS the Call Centre has represented to the Business that it has the adequate resources, setup and expertise to provide telemarketing services to the Business, and based on these representations of the Call Centre, the Business has agreed to appoint the Call Centre to perform the telemarketing services (hereinafter referred to as the "Services", and described more particularly in Clause 2 of this Agreement) for the Business.

NOW THEREFORE the Parties have entered into this Agreement on the following terms and conditions:

## 1. APPOINTMENT AND TERM

- (1) Subject to the terms and conditions of this Agreement, the Business hereby retains the Call Center to provide the customer support and telemarketing Services, and the Call Center hereby accepts such engagement.
- (2) The term of this Agreement shall commence on [insert date], and shall continue for a period of [insert number] years, unless terminated earlier by either Party in accordance with the terms of this Agreement.

## 2. SERVICES

- (1) The Call Centre shall also make calls to the prospective buyers of the Business' Products in the [insert country], for the marketing of the Products.
- (2) The Business shall be responsible to provide the promotional and informative material with respect to the Products specified in Schedule I of this Agreement.
- (3) The Business shall also be responsible to provide the contact information of the prospective customers of the Business before whom the Call Centre shall be bound to market the Business' Products.
- (4) Call Center shall provide teleservices/support to the customers of the Business who have purchased or are interested in purchasing the products of the Business from the Business' website, or in response to the Call Centre's telemarketing pursuant to this Agreement.
- (5) The Call Center shall forward to the Business, with in [insert number] hours of the receipt of such request, any requests for information submitted by the Business' customers. The fulfillment of such requests shall be the sole responsibility of the Business.
- (6) The Call Centre agrees that it shall perform the Services under the Agreement from [insert time] to [insert time] [insert time zone], from [insert day] to [insert day].

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## 3. REMUNERATION

- (1) In lieu of performing the Services under this Agreement, the Business shall be liable to pay to the Call Centre Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (insert amount) per minute of call made to [insert country] in performance of the Services.
- (2) The Call Centre shall provide an invoice to the Business at the end of each month, detailing the amount payable by the Business to the Call Centre.
- (3) The Business shall make the payment to the Call Centre within [insert number] days of the receipt of the invoice from the Business.
- (4) The payments made to the Business shall be in the [insert currency] equivalent of the amounts contained in the Call Centre's invoice.

## 4. CONFIDENTIAL INFORMATION

- (1) Each Party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other Party, including, but not limited to, Preliminary Works (hereinafter referred to as the "Confidential Information"). Each Party, its agents and employees shall hold and maintain in strictest confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations pursuant to this Agreement, or as may be required under the law. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.
- (2) Upon the completion of the Services under the Agreement, the Call Centre shall return to the Business all the materials provided by the Business to the Call Centre for the performance of the Services.

## 5. RELATIONSHIP OF THE PARTIES

- (1) Independent Contractor. The Call Centre is an independent contractor, not an employee of the Business or any company affiliated with the Business. The Call Centre shall provide the Services under the general direction of the Business, but the Call Centre shall determine the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture, and neither Party is authorized to act as agent or bind the other Party, except as expressly stated in this Agreement.
- (2) No Exclusivity. The Parties expressly acknowledge that this Agreement does not create an exclusive relationship between the Parties. The Business is free to engage others to perform services of the same or similar nature to those

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provided by the Call Centre, and the Call Centre shall be entitled to offer and provide services to others, solicit other Businesses and otherwise advertise the services offered by the Call Centre.

## 6. TAXES

The Parties shall be liable to pay their own taxes applicable due to the performance of Services under this Agreement.

## 7. TERMINATION

(1) This Agreement may be terminated, with or without cause, at any time by either Party by giving the other Party a [insert number] days prior written notice.

(2) Upon expiration or termination of this Agreement:

- i. Each Party shall return or, at the disclosing Party's request, destroy the Confidential Information of the other Party; and,
- ii. Other than as provided herein, all rights and obligations of each Party under this Agreement, exclusive of the Services, shall survive.

## 8. GOVERNING LAW AND EXCLUSIVE JURISDICTION

This Agreement in all respects be read and construed and shall operate as a contract, in conformity with the laws of [insert country] and the courts at [insert place] shall have exclusive jurisdiction for adjudicating any dispute arising hereunder.

## 9. RESOLUTION OF DISPUTES

Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules, subject to the exclusive jurisdiction of the Courts of [insert place].

## 10. FORCE MAJEURE

- (1) Force Majeure shall mean any event that is beyond the reasonable control of a Party, or the effects of which adversely affect the performance by such Party of its obligations under this Agreement, including, but not limited to, acts of God, sabotage, insurrection, terrorism, riots, hostilities or war (whether declared or not), acts of the public enemy, civil disturbances, any kind of fire, explosion, flood or accidental damage, epidemics, landslides, washouts, lightning, storms, earthquakes, lockouts, blockades, shortage of labor or material, major equipment failure, or other causes beyond the control of the Party affected.
- (2) Notwithstanding anything contained hereinabove, neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to the occurrence of Force Majeure.

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- (3) The Party affected by the Force Majeure event shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made impossible by the events of Force Majeure.
- (4) Each Party shall give a notice within [insert number] days of the occurrence of the event of Force Majeure and shall promptly thereafter consult the other Party for the purpose of finding a mutually acceptable solution to the Force Majeure event.

## 11.AMENDMENTS

This Agreement may be modified, extended, enlarged or amended from time to time by mutual agreement and consent of the Parties.

## 12.NONWAIVER

The failure of either Party to exercise any right provided in this Agreement shall not be construed as a waiver its right to subsequently enforce such provision or any other provision of this Agreement.

## 13.NON-ASSIGNMENT

In no circumstances whatsoever can a Party assign the benefit of this Agreement to any third person or delegate to a third person its duties to be performed under this Agreement, unless with the written consent of the Parties.

## 14.PARTIAL INVALIDITY

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the Parties have set their respective hands on this Agreement at the place, and on the date, mentioned hereinabove.

\_\_\_\_\_  
For and on behalf of  
The Business

\_\_\_\_\_  
For and on behalf of  
The Call Centre

WITNESS NO. 1

WITNESS NO. 2

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Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE I Products

1. [insert description of the Products]
2. [insert description of the Products]
3. [insert description of the Products]