



AIESEC in India
Campus Ambassador Program

***Recruitment Services &
Engagement Agreement***

RECRUITMENT SERVICES & ENGAGEMENT AGREEMENT

This Recruitment Services and Engagement Agreement (the "**Agreement**"), made and executed on 25/03/2023 **between:**

"AIESEC in Mumbai", a Local chapter under "AIESEC in India" having its National office address at 708, Ellora Fiesta, Gaondevi Marg, Sector -11, Sanpada, Navi Mumbai, India 400614 (hereinafter referred to as "AIESEC", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assigns) ;

AND

Quest, an Organisation incorporated under the laws of India having its registered office address at Mumbai through Mr. Karan Parikh (hereinafter referred to as the "Organisation", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assigns).

The Organisation and AIESEC are hereinafter individually referred to as "**Party**" and jointly as "**Parties**".

WHEREAS:

- I. The Organisation is inter alia engaged in Product Manufacturing.
- II. AIESEC is the world's largest youth-run organization, which provides a platform for youth leadership development, and international internship and provides a global learning environment.
- III. The Organisation, as a Product Manufacturing, is desirous of seeking the Recruitment Services of AIESEC to find prospective candidates, and AIESEC has agreed and is willing to assist the Organisation with the same.
- IV. The intern is referred to as "Campus Ambassador" or "CA," and the internship is referred to as "Campus Ambassador Program" or "CAP", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assignments.

1. COMMITMENTS OF AIESEC: AIESEC is committed to providing the following services to the Organisation:

- 1.1. Promoting the Campus Ambassador Program by the Organisation and finding qualified candidates for the position offered by the Organisation from its pool of candidates for the client who has agreed to take 3 in Mumbai where AIESEC would be able to service the Organisation.
- 1.2. Collecting resumes from various sources by way of their internal databases and advertising, screening, and forwarding the prospective interns' profile(s) to the Organisation for final short-listing.
- 1.3. Submitting profiles of a maximum of 3 candidates per position who match the requirements detailed in the job description specified in the Job Questionnaire (JQ) for the Organisation to review.
- 1.4. Contacting the candidates on behalf of the Organisation and scheduling personal/telephonic interview/s within 10 days from the date of shortlisting or such date and time as may be mutually acceptable to the Organisation and the candidates.
- 1.5. Providing the Organisation with the necessary information about the candidates in order to make a decision to accept or reject the candidates.

Quest: Karan Parikh
Proprietor

AIESEC:

AIESEC MUMBAI
Anay Jain
AUTHORIZED SIGNATORY

- 1.6. Communication with all the candidates about their selection/rejection with necessary details after the interview.

2. **COMMITMENT OF THE ORGANISATION:** In accepting to take Campus Ambassador(s) through AIESEC, the Organisation is committing to:

- 2.1. Engage in the services of AIESEC to assist the Organisation in sourcing and introducing human resources as prospective Campus Ambassador for the Campus Ambassador Program within the Organisation.
- 2.2. Provide AIESEC with the parameters or the Job Descriptions (JDs) in writing for the positions for which the Organisation intends to hire interns.
- 2.3. Short-list the candidates and communicate the same to AIESEC within 5 days of being shown a CV by AIESEC. Thereafter, AIESEC shall set up an interview with the shortlisted candidate. The Organisation is obligated to take interviews with the candidates at the promised time.
- 2.4. Screen/interview the candidates before hiring them as Campus Ambassadors in order to ensure the suitability of the Campus Ambassador with respect to the JDs in the Organisation.
- 2.5. Inform AIESEC within 5 days after the interview of the prospective Campus Ambassador the outcome of each interview with respect to their prospective date of joining, the emoluments offered or reasons of rejection, withholding their candidature for future hiring, etc.
- 2.6. The Organisation is solely responsible for applying and complying with local rules and standards in the local jurisdiction, including rules related to overtime and work hours or days.

3. **AGREEMENT**

In the first instance, all disagreements and arguments concerning the agreement or its realisation must be addressed by way of negotiation directly between the parties mentioned in this agreement.

THE PARTIES HEREBY AGREES:

- 3.1. The date of this Contract shall commence upon the satisfactory conclusion of Opportunity auditing procedure; which shall be within 3 days of this Agreement being signed.
- 3.2. AIESEC will charge the Organisation an amount of **INR 3500 [Admin+Service] per position** for providing the above scope of services as the "Recruitment Fee". Any additional service not listed above shall be subject to an additional fee, and the additional fee and services shall be subject to the agreement between the Organisation and AIESEC prior to the commencement of the additional service and with reasonable notice in advance.
- 3.3. An Administration Fee of **INR 1,500 per position** is payable upon presentation of our first invoice when the Organisation agrees to sign the Contract & Job Questionnaire. The remaining Recruitment Fee of **INR 2,000 per position** is payable upon our second invoice issued when the CA has been onboarded by AIESEC and handed over to the respective organization. A properly submitted invoice upon which payment is not received within fourteen (14) days from the date of the invoice shall accrue a late charge of 2% per week, in each case compounded weekly. AIESEC shall have the right to postpone or terminate the internship of the selected candidate entirely until payment is received on a due invoice.
- 3.4. In the event that AIESEC presented at least three (3) suitable candidates who match the requirements detailed in the Job Questionnaire and/or the candidate selected by the Organisation has accepted the offer, and the Organisation withdraws from the contract, **the Organisation shall be liable for the entire Recruitment Fee per position.**
- 3.5. In the event that the Professional Participant withdraws from the Campus Ambassador Program after he/she has started working with the Organisation, AIESEC is not liable for replacing the Professional Participant with another candidate and the Organisation will not be entitled to a refund of any description.
- 3.6. In the event, that the Organisation recruits an introduced candidate(s) for themselves or for any other group organization/company/associate or contractor/subcontractor or for some other position altogether, at a later date, within 3 months from the date of their last interview, then such a candidate shall be considered as a person recruited through AIESEC and the Organisation would be liable to make payment to AIESEC.

4. **TERM & TERMINATION**

FOR REQUEST
 Quest: Saran Borkh
 Proprietor

AIESEC:

AIESEC MUMBAI
Anayajais
 AUTHORIZED SIGNATORY

This Agreement shall be effective from 27/03/2023 and shall remain in force till 27/07/2023. However, the term of the agreement may be extended for such period as agreed between both the Parties in writing.

- 4.1. Either Party shall have the right to terminate this Agreement with immediate effect, if:
 - 4.1.1. The other Party fails to perform any material obligations under this Agreement, and such failure continues unheeded for a period of thirty (30) days following receipt of written notice of such failure, or
 - 4.1.2. The other Party should enter into liquidation, either voluntary or compulsory, or become Insolvent, or enter into composition or corporate reorganisation proceedings or if execution be levied on any goods and effects of the other party or the other party should enter into receivership or bankruptcy.
- 4.2. Either Party may terminate the agreement at will upon giving not less than 14 days prior written notice to the other party.
- 4.3. Obligations of the Parties relating to confidentiality, indemnity and intellectual property rights as contained in this Agreement shall survive the expiration or termination of the Agreement.
- 4.4. In the event of termination the Parties shall render a final account to the other of all outstanding actual amounts and the net outstanding shall be paid within 14 days of the rendering of the account.

5. REMUNERATION TO AIESEC

- 5.1. The Organisation shall pay the following fee to AIESEC which is mentioned in Clause no. 3.2 and Clause no. 3.3, as and what is required from the same clauses through Cheque/Bank Transfer.
- 5.2. The process of selecting the candidates will not start until the initial payment is made by the Organisation.
- 5.3. In case TDS is charged by the Organisation, a 16(A) certificate stating the same must be provided to AIESEC along with the cheque.
- 5.4. All cheques must be drawn in favor of "AIESEC Mumbai". Post-dated cheques for a date within the due limit shall be accepted.
- 5.5. All Bank Transfers must be done to the following account:
 All Bank Transfers must be done to the following account:
 Account Name: AIESEC Mumbai
 Account Number: 915010030342806
 IFSC Code: UTIB0000384
 Branch Name: BorivaliEast

6. REPRESENTATION AND WARRANTIES

Both Parties represent and warrant to each other that:

- 6.1. They are establishment duly and legally organized and validly existing in India and that the responsibilities assumed under this Agreement are legally valid and binding obligations on them and enforceable against them;
- 6.2. They shall comply with or cause to be complied with all legal and valid provisions of statute, law, bye-law, rules, regulations or provisions having the force of law of the central and/or state governments, municipal corporation, municipality, local body or public authority, order of courts or law, and/or revenue or tax authority in so far as the same relates to the part of their obligations/responsibilities mentioned herein and shall keep each other duly indemnified against any non-compliance or breach thereof and all losses, damages, that may be suffered and costs that may be incurred by other party. Without limiting each other's rights and remedies, each party shall indemnify and keep indemnified on demand and hold harmless the other party for any loss suffered or costs incurred by the other party as a result of breach of the warranty set out in this clause.
- 6.3. They are entitled to execute and implement this Agreement in accordance with their terms and all the requisite regulatory and corporate approvals, as applicable have been obtained by them prior to the execution of this Agreement;
- 6.4. They are qualified and competent to perform the services covered under this Agreement; and

FOR QUEST
 Quest: Saran Toikh
 Proprietor

AIESEC:

AIESEC MUMBAI
Anayajais
 AUTHORIZED SIGNATORY

- 6.5. Their performance of their obligations as per this Agreement does not and shall not violate or conflict in any manner with any of their duty or obligation with any third party.

7. **INDEPENDENT PARTIES**

It is the express intention of the Parties to this Agreement that AIESEC is an independent contractor. AIESEC is not an employee, agent, joint venture, or partner of the Organisation. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between the Organisation and AIESEC. The Parties hereto understand and agree that the AIESEC may perform services for others during the term of this Agreement.

8. **INTELLECTUAL PROPERTY RIGHTS**

Each Party shall retain all rights, title, and interest in its patents, copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets ("**Intellectual Property Rights**"). No interest whatsoever in the other Party's Intellectual Property Rights is granted by this Agreement and use of any Intellectual Property Rights permitted to one Party by the other Party shall be strictly in terms of this Agreement. The Parties shall not license, sell, publish, disclose, display or otherwise make available the Intellectual Property Rights of the other Party to any person or entity except as provided in this Agreement. To the fullest extent permissible by applicable law or regulations, Parties agree that they shall not, nor shall they allow others to, reverse engineer or disassemble any parts of the other party's Intellectual Property Rights. Neither Party shall use the Intellectual Property of the other Party in any manner whatsoever without the prior consent of the other Party or as provided hereunder.

The provisions of this Clause shall survive the termination of this Agreement.

9. **CONFIDENTIALITY**

- 9.1. In connection with this Agreement, the Parties may exchange certain confidential information: Explanation: For the purpose of this Agreement, the term "**Confidential Information**" means all oral or written information that is not generally known and that receiving party obtained in the performance of its service/duties in relation to the disclosing party. The term "**Confidential Information**" shall include, but shall not be limited to, classified information, inventions, discoveries, know how, ideas, computer programs, designs, algorithms, processes and structures, product information, research and development information, lists of clients, and other information relating thereto, financial data and information, business plans and processes, and any other information that disclosing party may inform to receiving party, or that receiving party should know by virtue of its position or the circumstances in which it learned it, is to be kept confidential. Confidential Information also includes information obtained by the receiving party in confidence from third parties, including, but not limited to, its subcontractors, consultants, or clients and any other information of a private, confidential or secret nature concerning the disclosing party whether or not, relating to the business of the disclosing party.
- 9.2. Each Party agrees that during the term of this Agreement it shall: (i) only disclose Confidential Information to those of its employees, officers, directors agents and contractors (collectively "**Representatives**") with a need to know, provided, the receiving party ensures that such Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure; (ii) not disclose any Confidential Information to any third party without the prior written consent of the disclosing party; (iii) not reproduce Confidential Information in any form except as required to perform its obligations under this Agreement; (iv) not publish, reverse engineer, decompile or disassemble any Confidential Information disclosed by the other party; (v) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (vi) promptly provide the other Party with notice of any actual or threatened breach of this clause.
- 9.3. The provisions of above clause 9.2 shall not apply to:

FOR REQUEST
Quest: Saran Toikh
Proprietor

AIESEC:

AIESEC MUMBAI
Anayajais
AUTHORIZED SIGNATORY

- 9.3.1. disclosure of Confidential Information that is or becomes generally available to the public other than as a result of disclosure by or at the direction of a Party or any of its Representatives in violation of this Agreement; or
- 9.3.2. disclosure, after giving prior written notice to the other Party to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required under the rules of any stock exchange or by applicable laws, regulations or processes of any government authority or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement.
- 9.4. All Confidential Information (including copies thereof) shall remain the property of the disclosing party and shall be returned (or, at the disclosing party's option, certified as destroyed) upon written request or upon the receiving party's need for it having expired and, in any event, upon expiration or termination of this Agreement. Both Parties agree that they shall within ten (10) days of written notification return or destroy all documents and tangible items in their possession, which contain any Confidential Information and, if requested, provide a certificate of destruction if such Confidential Information is destroyed.

10. INDEMNITY

Defaulting Party shall indemnify the affected Party and their directors, officers, employees, agents and associates against any loss, damage, claim, action or expense (including, without limitation, legal expense) which the affected party or any of their directors, officers, employees, agents and associates suffer as a direct or indirect result of any of the following: Any breach of any term of this Agreement by defaulting Party;

- 10.1. Any warranty given by defaulting Party under this Agreement being incorrect or misleading in any way;
- 10.2. Any negligent act or failure to act by defaulting Party or any of defaulting Party's employees, agents, officers or contractors
- 10.3. all actions, proceedings, claims, demands or prosecutions which may be brought, commenced or instituted against affected Party for the damages, or loss or accident caused to any third party during the continuance of this Agreement and also against all costs, damages, and expenses which defaulting Party may in any way pay or incur in defending or settling the same in consequence thereof.
- 10.4. consequences arising out of a defaulting party or its representatives, default or negligence or non-adherence to Municipal/ State/ Central Act, Rules, Regulations, Orders or Direction issued from time to time relating to the transaction contemplated herein. Should the affected Party be held liable for any loss, damages, or compensation to third parties arising out of or in relation to business transactions carried on by the defaulting Party together with the cost incurred on any legal proceeding pertaining thereto.
- 10.5. any claim for all employee-related liabilities viz. ESIC/Bonus/PF etc. that may be raised on the affected Party by any employee of/ or appointed by the defaulting Party or any Government agencies under the relevant statutes during the subsistence of this Agreement.

If an indemnity payment is made under this clause, the defaulting Party must also pay the affected party an additional amount equal to any tax which is payable by the recipient in respect of that indemnity payment.

11. NOTICES

Any communication or document to be made or delivered by one party to the other pursuant to this Agreement, shall be in English (unless that other party has by 15 days written notice to the other party specified change in address) be made or delivered to that other party at the address identified with his description at the signing of the Agreement and shall be deemed to have been made or delivered three business days from the date of the communication. It is clarified that any service by way of facsimile transmission alone will not amount to a valid service unless sent by Registered A/D and/or Courier as well.

FOR QUEST
Quest: Saran Toikh
Proprietor

AIESEC:

AIESEC MUMBAI
Anayajais
AUTHORIZED SIGNATORY

12. DISPUTE

RESOLUTION

12.1. **Negotiation**

Any dispute, difference, controversy or claim among the Parties (each a “**Disputing Party**” and together the “**Disputing Parties**”) arising out of or relating to this Agreement or the breach, termination or validity thereof (“**Dispute**”) shall, upon the written request (“**Request**”) of either Disputing Party be referred to the authorized representatives of the Disputing Parties for resolution. The authorised representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute. In the event that the Disputing Parties are unable to resolve the Dispute through negotiation within 30 (thirty) days after service by a Disputing Party of a Request, then the Dispute shall be resolved in accordance with the provisions of Clause below.

12.2. **Arbitration**

tribunal

In the event that the Parties are unable to resolve a Dispute as provided in Clause above, the Dispute shall be finally settled under the Indian Arbitration and Conciliation Act, 1996 as amended from time to time (the “**Rules**”) by a sole arbitrator appointed in accordance with the Rules.

12.3. **Place, enforcement and proper law of the arbitration**

- 12.3.1. The place of arbitration shall be Mumbai and all the arbitration proceedings shall be conducted in the English language.
- 12.3.2. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- 12.3.3. The proper law of the arbitration shall be Indian law and the award will be made under the laws of India.

13. DATA

PROTECTION

- 13.1. The Organisation agrees to keep the personal data of the candidate given by AIESEC only for the purposes of the internship (legitimate interest and legal obligation) and not to pass them on to any third party without the prior explicit consent of AIESEC.
- 13.2. In the case of the involvement of a third party, the Organisation is responsible for ensuring the protection of the personal data.
- 13.3. The Contracting Parties agree to undertake all relevant data protection provisions by AIESEC, in particular, those regarding any type of personal data processing.
- 13.4. The Organisation agrees that all of the Organisation's information provided in the Job Description can be forwarded to the potential candidates and other AIESEC sub-organizations in the country and overseas for the purpose of finding a suitable candidate.
- 13.5. The Organisation agrees to give back or delete all of the personal data as requested by the end of this contract. All of the clauses relative to Data Protection will remain valid even after the end of the contract.

14. GENERAL

PROVISIONS

- 14.1. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition, warranty or indemnity not set forth herein has been made or relied upon by any Party hereto.
- 14.2. **Additional Documentations:** In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

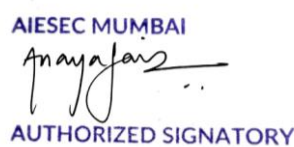
FOR REQUEST
 Quest: Saran Toikh
 Proprietor

AIESEC:

AIESEC MUMBAI
Anayajais
 AUTHORIZED SIGNATORY

- 14.3. **Governing Language and Law:** The language to be used in connection with this Agreement shall in all cases be the English Language. This Agreement shall be governed by and construed in accordance with the laws of India and the courts of Mumbai shall have exclusive jurisdiction.
- 14.4. **Assignment:** No right or obligation under this Agreement may be assigned or transferred by the Organisation or by operation of Law or otherwise without the prior written consent of AIESEC except as otherwise expressly permitted under this Agreement.
- 14.5. **Waiver:** The failure of either Party to enforce at any time the provisions hereof shall not be construed to be a waiver of such provisions nor a waiver of such duty or obligation; nor shall it be construed as estopping such party from taking any action or exercising any remedy permitted in this agreement or under the law upon the subsequent occurrence of any similar or identical failure or breach, or upon the failure of the other party to subsequently cure such breach.
- 14.6. **Severability:** Should any provision of this Agreement be determined to be unenforceable or invalid, or any transaction contemplated hereby determined to be unlawful by any court of law, arbitrator or competent government body for any reason, all other provisions shall continue (except if this Agreement stands terminated) in full force and effect. In the event if any such determination results in a material change in the rights and obligations of either party, the party adversely affected shall have the option to terminate this Agreement by 15 days written notice after the date of such determination.
- 14.7. **Waiver and Amendment:** Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- 14.8. **Expenses:** Except as otherwise provided in this Agreement, each Party hereto shall bear its own expenses relating to this Agreement and the performance thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year set forth above.

Organization Representative Name: Karan Parikh Designation : Co-Founder Organization Name: Quest	Signature along with Organization Seal
Organization Representative Name: Anaya Jain Designation: Vice President Finance and Legal Organization Name: AIESEC in Mumbai	Signature along with AIESEC Seal 

FOR QUEST
 Quest: 
 Proprietor

AIESEC:

AIESEC MUMBAI

 AUTHORIZED SIGNATORY