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| **AIESEC in Kolkata’s SERVICE ENGAGEMENT AGREEMENT** |
| For participation in AIESEC’s Global Internship Program |
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| This is a formal contract and commitment between AIESEC in Kolkata and [Company Name]. Both parties should keep an original copy with official stamps and signatures of both the company and AIESEC in Kolkata. Both parties should sign changes that are made after signing the contract, or a new contract should be completed and signed. |
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| **AIESEC in Kolkata** |
| **5/7/2014** |
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**Agreement Terms**

This recruitment services engagement agreement (the "Agreement"), made on (1/8/2013) by and between **(Company Name)** a company incorporated under the laws of \_\_\_\_\_\_\_\_\_\_ having its registered office address at \_\_\_\_\_\_ (hereinafter referred to as the “Company”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assigns).

AND

**Association Internationale des Etudiants en sciences Economiques et Commerciales, Kolkata chapter**, a youth run organization having its registered address at 118, Elliot Road, Kolkata- 700016 (hereinafter referred to as the “AIESEC in Kolkata”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assigns)

The Company and the AIESEC are hereinafter individually referred to as “Party” and jointly as “Parties”.

This Agreement is considered a formal contract and commitment between AIESEC and the Company stated in this form. The Agreement sets out the terms on the services which AIESEC offers and governs the totality of relationship between AIESEC and the Organisation in respect of the work to be done as described herein, and is subject to the satisfactory conclusion of AIESEC standard internship job description audit procedures.

**WHEREAS:**

1. The Company is *inter alia* engaged in \_\_\_\_\_\_\_ [***insert the nature of business of the Company].***
2. AIESEC, is the world’s largest youth run organization providing a platform for youth leadership development, international internship, and participate in global learning environment.
3. The Company being desirous of seeking the services of AIESEC to find prospective interns and AIESEC has agreed and willing to assist the Company for the same.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the good and valuable consideration mentioned hereinafter, the receipt and sufficiency whereof is hereby acknowledged, the terms and conditions agreed by the Parties as follows:

1. **AIESEC in Kolkata’s obligations:**
   1. AIESEC in Kolkata is committed to provide the following services:

* Promoting the internship offer(s) by the Company and finding a qualified candidate for the position offered by the Company from AIESEC’s pool of candidates.
* Collecting resumes from various sources, by way of their internal databases, industry contacts and advertising, screening and forwarding the prospective interns ‘profile(s) to the Company for final short-listing. It is agreed between the Parties that AIESEC shall send profiles of prospective interns intending to intern for a period of 6 (six) weeks to 18 (eighteen) months with the Company.
* Submitting profiles of maximum of 5 candidates, at a time, who match the requirements detailed in the job description specified in the Internship Job Questionnaire, for the Company to review
* Communicating on behalf the Company to set up a phone/skype interview with the short-listed candidate, on mutually accepted days and times.
* Providing the Company with the necessary information about the candidates in order to make a decision to accept or reject the candidates
* Preparing VISA application process for the Intern and supporting the Company in the process
* Providing support to the Intern to integrate him/her into the local environment (Pick up from the airport, support in the arrangement of accommodation, travel, integration events etc.)
* Evaluating the Intern and internship experience
  1. AIESEC in Kolkata charges an Initial Processing Fee and Administration Fee for its services. The said fees will be duly payable only post the presentation of an Invoice.

AIESEC in Kolkata shall take responsibility of intimating the company well in time for payments to be made.

AIESEC in Kolkata shall refund the said fees charged to the company in case of default of the terms mentioned below (1.2.1).

* + 1. Inability to set up at least 1 skype/telephonic interview within 2 months of receiving the raise cheque.
  1. In case the trainee working with the company leaves the internship prematurely, AIESEC in Kolkata will find a replacement trainee for the company with the same job-role, salary and duration, free of cost if and only if the previous trainee completed lesser than 2/3rd of his/her pre-decided duration.

This clause shall not be applicable in case of emergency situations such as death, severe disease, risk to property, as per the discretion of the Parties.

In case of dispute between the intern and the company, AIESEC in Kolkata shall be the deciding Party.

* 1. To honour this contract and render its services with full earnestness

1. **Obligations of the Company** 
   1. In accepting to take an Intern through AIESEC, the company is committing to**:**

* Engaging the services of AIESEC in Kolkata to assist the Company in sourcing and introducing skilled professionals as prospective interns for an employment within the Company.
* Accepting to take **1** intern and paying the **initial processing fee of Rs5000/- for each intern** on signing this contract.

If the fee is not paid within 7 days of signing the contract, then the raised form shall be put on hold until the payment is made. A late **surcharge of 2%** per week shall be charged for late payment.

Lapse of payment within 30 days of signing the contract would lead to termination of the contract.

* Providing AIESEC in Kolkata, with the parameters or the Job Descriptions (JD’s) in writing of the positions for which the Company intends to hire interns.
* Short-listing the candidates and communicate the same to AIESEC in Kolkata, **within 7 days** of being shown a CV. Thereafter AIESEC in Kolkata shall set up an interview with the short listed candidate. The Company is obligated to taking interviews for the candidates at the promised time**.**
* Inform AIESEC in Kolkata immediately after the interview of the prospective intern/s the outcome of each interview in respect to their prospective date of joining, the emoluments offered or reasons of rejection, withholding their candidature for future hiring, etc.
* Responding, **within 7 working days**, to our requests for selection of candidates, requests for information and to other communications from AIESEC in Kolkata.
  1. The company agrees to :
* Providing AIESEC in Kolkata with information and documents of the company in sufficient time for the visa application and processing to be completed before the Internship start date, including but not limited to, **as required** by the Visa process:
* Signed Visa Application Undertaking Letter
* Signed Acceptance Note
* Signed Employment Contract between the Organisation and the Intern
* Working Schedule/ Calendar of the Intern
* In case of preliminary termination of contract, AIESEC in Kolkata must be intimate a minimum of 21 days prior to the realization date. (Starting date of the internship).

Similarly, in case the internship duration must be lengthened post the arrival of the intern; the Company must inform AIESEC in Kolkata 21 days prior to the termination of original duration.

In case of premature termination of the internship by the Company post arrival of the intern, the Company shall receive no refund from AIESEC in Kolkata, and shall be liable to paying the intern **50% of the entire pending salary** amount.

* Paying the Internship **administration fee per intern** to AIESEC in Kolkata payable by the company on the day of realization (start) of the internship according to the table below: ( excluding the raise fee )

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| **Duration** | **Realization Amount (Rs.)** |
| **6 weeks – 3 Months** | **8,000/-** |
| **3 Months – 6 Months** | **14,000/-** |
| **6 Months – 1 Year** | **22,000/-** |

**An invoice will be sent a week in advance of the same.**

In case payment is not made within the stipulated time, a surcharge of 2% of the due amount will be charged per week post the due date. Lapse of payment post 30 days of realization would lead to termination of the internship and all services of AIESEC. Severe measures to recover all dues shall be taken.

In case TDS is charged by the Company, a 16(A) certificate stating the same must be provided to AIESEC in Kolkata along with the cheque.

* Ensuring that the Intern performs the work stated on the Internship Job Questionnaire unless otherwise agreed upon by the Intern and AIESEC in Kolkata

1. Providing adequate working conditions, salary or stipend, orientation, guidance and training for the Intern to achieve the objectives agreed upon
2. Giving the Intern feedback about his/her performance during the Internship so he/she can learn and improve
3. Giving AIESEC in Kolkata feedback on the quality of the service they are providing (prior to, during and after the Internship) so they can continuously improve and enhance their services.
4. Honour the terms and conditions of this contract and maintain a healthy relationship with AIESEC in Kolkata.
5. **Entire Agreement:**

This Agreement constitutes this entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

1. **Amendment:**

This Agreement may be amended or modified only by a written instrument executed by both the Company and AIESEC in Kolkata.

1. **Governing Law:**

This Agreement shall be construed, interpreted and enforced in accordance with the laws of India.

1. **Successors and Assigns:**

This Agreement shall be binding upon, and inure to the benefit of, both Parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to its assets or business.

1. **Termination:**

During the currency of this agreement both parties are at the liberty of terminating this agreement by **giving in writing a notice 15 days** prior to termination. In case of termination of this agreement by The Company, AIESEC in Kolkata is not liable to refund any amount charged previously. A new agreement has to be entered into to avail the services of AIESEC in Kolkata here after. This agreement will be null and void. AIESEC in Kolkata can terminate this agreement without any liability if the Company does not fulfill its obligations.

**As a participant in the AIESEC Internship Programme, we understand and agree with the terms and conditions stated above, and stand to abide by them.**

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| Company Representative Signature  & Organisation Stamp  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Position:  Date: | AIESEC Representative Signature  & AIESEC Stamp    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Aman Ajmera  Position: Vice President-Corporate Relations  Date: |

Please note:

* All cheques must be drawn in favour of “AIESEC Kolkata”
* Post-dated cheques for a date within the due limit shall be accepted
* AIESEC in Kolkata reserves the right to discontinue working with any company as per its discretion.
* In the event that the Company hires an introduced intern/s for themselves or for any other group company / associate or contractor / sub-contractor or for some other position altogether, at a later date, within 1 (one year) from the date of their last interview, then such an intern shall be considered as a person hired through AIESEC in Kolkata.
* 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 Company. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between the Company and AIESEC in Kolkata. The Parties hereto understand and agree that the AIESEC in Kolkata may perform services for others during the term of this Agreement.
* In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.