|  |
| --- |
| **AIESEC in Mumbai’s RECRUITMENT SERVICES ENGAGEMENT AGREEMENT** |
| For participation in AIESEC’s Global Community Development Program |
|  |
| This is a formal contract and commitment between AIESEC in Mumbai and . Both parties should keep an original copy with official stamps and signatures of both the Organization and AIESEC in Mumbai. Both parties should sign changes that are made after signing the contract, or a new contract should be completed and signed. |
|  |
| **AIESEC in Mumbai** |
|  |
|  |

**Agreement Terms**

This recruitment services engagement agreement (the "Agreement"), made on by and between  **,** an Organization incorporated under the laws of

having its registered office address at

 (Hereinafter referred to as the “Organization”, 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, Mumbai chapter**, a youth run organization having its registered address at C/O Satellite Media Group, 106, Stanford Plaza, Plot B/65, Off New Link Road, Andheri(W),Mumbai-400053 (hereinafter referred to as the “AIESEC in Mumbai”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assigns)

The Organization 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 Organization 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 Organization is *inter alia* engaged in
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 Organization being desirous of seeking the services of AIESEC to find prospective interns and AIESEC has agreed and willing to assist the Organization 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 Mumbai’s obligations:**
	1. AIESEC in Mumbai is committed to provide the following services:
* Promoting the internship offer(s) by the Organization and finding a qualified candidate for the position offered by the Organization from AIESEC’s pool of candidates.
* It is agreed between the Parties that AIESEC shall send profiles of prospective interns intending to volunteer for a period of 6 (six) weeks to 8 weeks with the Organization.
* Submitting profiles of maximum of 3 candidates, at a time, who match the requirements detailed in the job description specified in the Internship Job Questionnaire, for the Organization to review
* Communicating on behalf the Organization to set up a phone/Skype interview with the short-listed candidate, on mutually accepted days and times.
* Providing the Organization 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 Organization 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 Mumbai charges an Initial Processing Fee and Administration Fee for its services. AIESEC in Mumbai shall take responsibility of intimating the Organization well in time for payments to be made.

AIESEC in Mumbai shall refund the said fees charged to the Organization 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 Organization leaves the internship prematurely, AIESEC in Mumbai will find a replacement trainee for the Organization with the same job-role, salary and duration, free of cost if and only if the previous trainee completed lesser than 1/2 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, AIESEC in Mumbai shall be the deciding Party.

* 1. To honour this contract and render its services with full earnestness
1. **Obligations of the Organization**
	1. In accepting to take an Intern through AIESEC, the Organization is committing to**:**
* Engaging the services of AIESEC in Mumbai to assist the Organization in sourcing and introducing skilled professionals as prospective interns for an employment within the Organization.
* Accepting to take**\_\_\_\_\_** interns and paying the **initial processing fee of Rs\_\_\_\_\_\_\_/- for each intern** on signing this contract which is a total amount of **Rs /-** .

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 Mumbai, with the parameters or the Job Descriptions (JD’s) in writing of the positions for which the Organization intends to hire interns.
* Short-listing the candidates and communicate the same to AIESEC in Mumbai, within 7 days of being shown a CV. Thereafter AIESEC in Mumbai shall conduct an interview with the short listed candidate.
* Inform AIESEC in Mumbai 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 Mumbai.
	1. The Organization agrees to :
* Providing AIESEC in Mumbai with information and documents of the Organization 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 (if required):
* Registration Certificate
* Signed Visa Application Undertaking Letter (optional)
* Signed Employment Contract between the Organisation and the Intern (Only if Visa issues occur)
* Working Schedule/ Calendar of the Intern
* In case of preliminary termination of contract, AIESEC in Mumbai 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 Organization must inform AIESEC in Mumbai 21 days prior to the termination of original duration.

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

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.

* Ensuring that the Intern performs the work stated on the Internship Job Questionnaire unless otherwise agreed upon by the Intern and AIESEC in Mumbai
1. Providing adequate working conditions, salary or stipend (if included), 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 Mumbai 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 Mumbai.
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 Organization and AIESEC in Mumbai.

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 Organization may be merged or which may succeed to its assets or business.

**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.**

|  |  |
| --- | --- |
| Organization Representative Signature & Organisation Stamp  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Position: Date:  |  AIESEC Representative Signature  & AIESEC Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Position:  Date:  |

Please note:

* All cheques must be drawn in favour of “AIESEC Mumbai”
* Post-dated cheques for a date within the due limit shall be accepted
* AIESEC in Mumbai reserves the right to discontinue working with any Organization as per its discretion.
* In the event that the Organization hires an introduced intern/s for themselves or for any other group Organization / 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 Mumbai.
* 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 Organization. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between the Organization and AIESEC in Mumbai. The Parties hereto understand and agree that the AIESEC in Mumbai 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.