

**MEMORANDUM  
OF  
UNDERSTANDING**

**KIET  
&  
AIESEC in Delhi IIT**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding is between AIESEC in Delhi IIT and , KIET

Both Parties have decided to work for mutual benefit in line with the terms mentioned below-

### **1. Terms:**

This partnership has been agreed by both the parties and may be extended on such terms as mutually agreed by KIET and AIESEC in Delhi IIT.

### **2. The Obligations of AIESEC in Delhi IIT:**

- Global Volunteer opportunities and Global Talent opportunities shall be provided to the students of this Institute. The induction Seminar will be organized in the college as per availability and time.
- The cost of these programs are as follows - Global Volunteer - 18,000 INR Global Talent - 21,500 INR inclusive of taxes which would include Visa support, logistical help with tickets, airport pickup, departure support, the first day of work, CV development, making students ready for an interview, and accommodation in some opportunities.
- Discount shall be offered to the students if they form groups and intern - for 3 interns or more = 10% discount, For 5 interns or more = 20% discount, For 7 interns or more = 30% discount.
- We will be recruiting students to form a team wherein students will work under the flagship of AIESEC in Delhi IIT and they will be given a chance to develop themselves through our learning opportunities and working environment.
- Students will get opportunities to attend 4 local conferences throughout the year and 4 national conferences hosted all over India. These conferences aim to develop the delegates where they get a lot of experience and exposure.
- KIET get further discounts and benefits for students with AIESEC in Delhi IIT if they achieve 25 exchanges in one year effective from the date of signing.
- AIESEC in Delhi IIT will send invites to events to KIET for our free events, and discount coupons will be provided for paid events

### **3. . The Obligations of the Institute:**

- Proper circulation of mails and opportunities within the database of students.
- The Institute DOES NOT have to pay anything in monetary terms.
- Collaborating in the event engagement.
- Intense internal faculty promotions and recommendations should happen in the college regarding the Global Talent and Global Volunteer opportunities.



- Recruit a team of campus ambassadors for the AIESEC in Delhi IIT promotions. Assist in the communications effectively with the team.
- Parent engagement seminars when the new batch starts.
- Permission to conduct information seminars and also adhoc in the Institute for Interaction with the students in every six months.
- Permission to conduct small scale activities/workshops in the events organized by the Institute.
- Admin will circulate the OGX opportunity over mail and official placement whatsapp groups to all the students.

#### **4. Termination and Post Termination Obligations:**

- The agreement can be terminated by either party by giving written notice.
- Upon termination of the agreement, the services/obligations will cease to exist.

**Purpose:** : The purpose of this Memorandum of Understanding is the establishment KIET as an Institute Relation of AIESEC in Delhi IIT.

#### **Following is the description of services to be provided by the organizations entering into an agreement:**

We both agree to move forward to set up a university relationship between AIESEC in Delhi IIT and KIET . We really appreciate all activities of the students of your Institute.

Universities are engaged in and also acknowledge their willingness towards the international internships and other AIESEC related activities.

In this context, AIESEC in Delhi IIT would facilitate the functioning of exchange programs in KIET .It would also induct/facilitate the international internship opportunities in the college. Through AIESEC, many students are participating in Exchange Programs and are contributing effectively in bridging cross-cultural gaps.

KIET is entering into this contract with one sole intention of furthering the learnings and career prospects of its students without any consideration whatsoever and has tied up with AIESEC in Delhi IIT only because of past experience and mutual understanding

The following will be available to KIET after the partnership:

#### **Exclusivity:**

- **KIET** would be permitted to facilitate the exchange programs of AIESEC in their institution under the governance of AIESEC in Delhi IIT. The institute shall be given an appropriate amount of resources to engage students in various internship opportunities across different countries and thus help in creating a global community.



- KIET would be permitted to come up with its own working model after consultation with AIESEC in Delhi IIT. would be introduced as the education partner to AIESEC in Delhi IIT and hence would be marketed on all avenues that AIESEC in Delhi IIT would explore.

**Exchange and Membership:**

- All exchanges done by KIET would be finally under the banner of AIESEC in Delhi IIT and the responsibility of the product is entirely on AIESEC in Delhi IIT.
- AIESEC in Delhi IIT would be responsible for recruitment, selection, orientation, training, and development of the college's membership.

**Effective Date:**

This document becomes effective upon the date of the last approving signature and would remain in effect indefinitely until superseded, rescinded, or modified by written mutual agreement with the consent of both parties. Both parties shall have equal rights and obligations effectively from the execution day of this MoU.

**Acceptance of Agreement**

**AIESEC DELHI 2**

*Mohit*

**AUTHORIZED SIGNATORY**

*Rajiv*

**KIET Group of Institutions,  
Ghaziabad, UP**

*AIESEC in India*  
*Incoming Global Talent*

**Recruitment Services &  
Engagement Agreement**

## RECRUITMENT SERVICES & ENGAGEMENT AGREEMENT

This Recruitment Services and Engagement Agreement (the "**Agreement**"), made and executed at KIET Group of Institutions, Delhi NCR , Ghaziabad **on 24th July 2023 between:**

**Association Internationale des Étudiants en sciences Economiques et Commerciales**, a youth running organisation "**AIESEC in Delhi IIT**" having its local office address at Block A, House 266 Shivalik Colony Malviya Nagar (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**

KIET Institute an organization incorporated under the laws of India having its registered office address at KIET Group of Institutions, Delhi NCR, Ghaziabad - Meerut Road, Ghaziabad- 201206 through Mr./Ms. Dr. Preeti Chitkara duly authorised vide board resolution dated 24th July 2023 (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 Organization and AIESEC are hereinafter individually referred to as "Party" and jointly as "Parties".

### **WHEREAS:**

- A. The Organisation is inter alia engaged in Engineering, Management and Computer Application.
- B. AIESEC is the world's largest youth run organisation, which provides a platform for youth leadership development, international internship, and provides a global learning environment.
- C. The Organisation as a Private Institute is desirous of seeking the services of AIESEC to find prospective candidates and AIESEC has agreed and is willing to assist the Organisation for the same.
- D. Intern is referred to as "Exchange Participant" or "EP", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assignments.

**NOW THEREFORE THIS AGREEMENT WITNESSED 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. **COMMITMENT OF AIESEC:** AIESEC is committed to provide the following services to the Organisation:
  - 1.1. Promoting the internship offer(s) by the Organisation and finding a qualified candidate for the position offered by the Organisation from its pool of candidates.
  - 1.2. Collecting resumes from various sources, by way of their internal databases, industry contacts and advertising, screening and forwarding the prospective candidate profile/s to the Organisation for final short-listing. It is agreed between the Parties that AIESEC shall send profiles of prospective candidate(s) intending to intern for a period of 45 (FORTY FIVE) Days with the Organisation.

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**AIESEC**  
Block-A, House 266, Shivalik Colony,  
Malviya Nagar, New Delhi, Delhi-110017

- 1.3. Submitting profiles of maximum of 5 candidates for 1 position, who match the requirements detailed in the job description specified in the Internship Job Questionnaire, for the Organisation to review.
  - 1.4. Contacting the candidate(s) on behalf of the Organisation and fixing a personal/telephonic interview(s), within 5 days from the date of short listing or such date and time as may be mutually acceptable to the Organisation and the candidate.
  - 1.5. Providing the Organisation with the necessary information about the candidates in order to make a decision to accept or reject the candidates.
  - 1.6. Assisting the selected EP(s) to complete the VISA formalities by providing all VISA related information.
  - 1.7. Providing support to the EP(s) to integrate into the local environment including but not limited to arrangements for pick up from the airport, accommodation, accompanying in the first day of work, travel & integration events.
  - 1.8. Evaluating the EP and internship experience.
2. **COMMITMENT OF THE ORGANIZATION:** In accepting to take an EP(s) through AIIESEC, the Organisation is committing to:
- 2.1. Engage in the services of AIIESEC to assist the Organisation in sourcing and introducing international human resource as prospective EP(s) for an internship within the Organisation.
  - 2.2. Provide with the parameters and/or the Job Descriptions in writing as suggested by AIIESEC in the format of Internship Job Questionnaire (JQ) for the position/s for which the Organisation intends to hire EP(s).
  - 2.3. Short-list the candidates and communicate the same to AIIESEC, within 48 hours of being shown a CV by AIIESEC. Thereafter, AIIESEC shall set up an interview with the short listed candidate. The Organisation is obligated to take interviews of the candidates at the promised time.
  - 2.4. Screen/interview the candidates before hiring them as EP(s) in order to ensure the suitability of the candidate(s) with respect to the JD's in the Organisation.
  - 2.5. Inform AIIESEC within 48 hours, after the interview of the prospective EP(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.
  - 2.6. Respond within 48 working hours, to requests of AIIESEC for selection of candidates, requests for information and to other communications from AIIESEC.
  - 2.7. Deliver development spaces to add on to the development of the intern/s in the first and last week of the EP's arrival.
  - 2.8. If more than 3 applicants are rejected then the Organisation needs to give adequate feedback about the candidates to AIIESEC.

3. **EXCHANGE PRODUCT AND LIABILITIES**

This "RECRUITMENT SERVICES & ENGAGEMENT AGREEMENT", is considered a formal contract and commitment between AIIESEC and the organisation stated on this form. All parties should keep an original copy with signatures of the organisation and AIIESEC. Any changes made after signing this contract should be re-signed by both parties or a new contract should be completed.

3.1. **Aim of the Exchange Product**

3.1.1. **The Exchange Product must aim to provide the intern with:**

- 3.1.1.1. A positive learning experience;
- 3.1.1.2. Interaction with a different social and cultural environment with a view to gaining intercultural competencies;

Handwritten signature: *Mehit*  
KIET Group of Institutions:



AIIESEC in Delhi IIT:

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**AIIESEC**  
Block A, House 22B, Swairi Colony,  
Mayapuri, New Delhi, India-110014

Handwritten signature: *Mehit*

- 3.1.1.3. Development of theoretical and practical leadership skills;
- 3.1.1.4. Opportunity to apply personal and professional skills, knowledge, attitudes and values to work for the organisation as well as the host communities;
- 3.1.1.5. Develop awareness and knowledge of social issues and different practices of the sending and hosting country;
- 3.1.1.6. Opportunity to contribute to personal and professional life goals.

**3.1.2. The Exchange Product cannot aim to:**

- 3.1.2.1. Solely provide an opportunity for the EP to earn money;
- 3.1.2.2. Provide a holiday;
- 3.1.2.3. Act as a permanent career placement or recruitment opportunity. If the organisation decides to extend the program on a permanent basis, AIESEC will have no role in facilitating this;
- 3.1.2.4. Provide permanent residence in the hosting country;
- 3.1.2.5. Be an internal AIESEC leadership position (such as MC/AI/CEED).

**3.2. Understanding of the AIESEC Exchange Product Policies (AEPP)**

This Recruitment Services and Engagement Agreement is aligned to the **AIESEC Exchange Product Policies (AEPP)**, the official legislated document within the International Compendium of AIESEC global association. If any conflict appears between this contract and the AEPP, it is always to follow the statement within the AEPP. The signing AIESEC entity is responsible for providing the relevant document to the organisation.

By signing this contract, both parties agree and commit to all the terms and conditions of the AIESEC Exchange Product Policies, including the responsibility in the delivery of the Exchange Products.

**3.3. Conditions**

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.

**4. 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:**

**4.1. Term**

The date of this Contract shall commence upon the satisfactory conclusion of Opportunity auditing procedure; which shall be within 5 days of this Contract being signed.

**4.2. Obligations of AIESEC and AIESEC Administration and Service Fees:** AIESEC is committed to provide the following services:

- 4.2.1. Promoting the internship offer(s) by the Organisation in Global Information System;
- 4.2.2. Finding a qualified candidate for the position offered by the Organisation from AIESEC's pool of candidates;
- 4.2.3. Pre-screening all applicants and submitting profiles of minimum of 3 candidates, who match the requirements detailed in the job description specified in this Contract;
- 4.2.4. Assist and coordinate any necessary tests, evaluations, interviews between the Organisation and the applicants;

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8204-A, House 246, Gurgaon Colony,  
Mahindra Nagar, New Delhi, India-110047





- 4.2.5. Providing the Organisation with the necessary information about the candidates in order to make a decision to accept or reject the candidates;
  - 4.2.6. Preparing Visa application process for the intern;
  - 4.2.7. Supporting the Organisation in visa application process upon Organisation's request; and
  - 4.2.8. Providing support to the Exchange Participant to integrate him/her into the local environment (support in the arrangement of accommodation, bank account, insurance, local registration, reception in airport, etc.).
- 4.3. AIIESEC will charge the Organisation an amount of 10,400 per position for providing the above scope of services as the "Recruitment Fee". Any additional service not listed above shall be subject to additional fee, and the additional fee and services shall be subject to the agreement between the Organisation and AIIESEC prior to the commencement of the additional service and with reasonable notice in advance.
- 4.4. An Administration Fee of **INR 5,000 per position** is payable upon presentation of our first invoice when the company agrees to sign the Contract & Job Questionnaire. The remaining Recruitment Fee is payable upon our second invoice issued when the EP has commenced working in the Organisation. Properly submitted invoice upon which payment is not received within thirty (30) days from the date of the invoice shall accrue a late charge of 5% per month, in each case compounded monthly. AIIESEC shall have the right to halt or terminate entirely its services until payment is received on a past due invoice.
- 4.5. In the event that AIIESEC presented at least three (3) suitable candidates who match the requirements detailed in the Job Questionnaire and/or the Exchange Participant selected by the Organisation has accepted the offer, and the Organisation withdraws from the contract, **the Organisation shall be liable for the entire Administration Fee per position;**
- 4.6. In the event that the Organisation withdraws from the Contract after the Visa application for the selected Exchange Participant has been submitted by AIIESEC, the Organisation shall be liable for the entire Administration Fee per Position. The Organisation shall be liable for the travelling expenses of the Exchange Participant incurred upon the request of the Exchange Participant.
- 4.7. In the event that the Organisation withdraws from the Contract after the Exchange Participant starts working in the organisation; and ONLY under the circumstances where:
- 4.7.1. The Exchange Participant is breaking the law; or
  - 4.7.2. The Exchange Participant is continuously breaking the internal regulation of the company; or
  - 4.7.3. The Exchange Participant falsified qualifications related to his academic background, work experience or language ability
- The Organisation, upon request will be entitled to a compensation of **50%** of the Recruitment Fee from the Exchange Participant. AIIESEC, upon request is liable for presenting at least three (3) suitable candidates who match the requirements as detailed in the Job Description for the purpose of replacing the Exchange Participant; In the event that no other suitable candidates can be presented, the Organisation can request to have the other 50% of the Recruitment Fee refunded.
- 4.8. In the event that the Organisation withdraws from the Contract under any condition other than conditions stated in 4.7, and

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Main Vya Nagar, New Delhi, Delhi-110017

*Mohit*

- 4.8.1. If the Exchange Participant has only worked in the organisation for 4 weeks or less than 4 weeks, upon request AIESEC is liable to present at least three (3) suitable candidates for substitutions within the first 2 months of EP's contract termination who match the requirements as detailed in the Job Description for the purpose of replacing the Exchange Participant for the first time; Otherwise the Organisation will be entitled to a refund of **50%** of the Recruitment Fee per position from AIESEC; or
- 4.8.2. If the Exchange Participant has been working in the Organisation for more than 4 weeks, or the Exchange Participant is a substitute for the position, AIESEC is not liable for replacing the Exchange Participant with another candidate and the Organisation will not be entitled to a refund of any description.

#### 4.9. Obligations of the Organisation

- 4.9.1. The Organisation is committed to respond quickly and fulfil AIESEC's requests for selection of candidates, requests for information and to other communications from AIESEC.
- 4.9.2. The Organisation agrees to provide AIESEC with information and document of the Organisation within 10 working days starting from the first contact date for the visa application and processing to be completed before the Internship start date, including but not limited to:
- 4.9.2.1. Business Registration Certificate;
  - 4.9.2.2. Audited Financial Report;
  - 4.9.2.3. Completed Visa Application ID 992 (B);
  - 4.9.2.4. Signed Visa Application Undertaking Letter and Supporting Letters;
  - 4.9.2.5. Working Schedule/ Calendar of the Exchange Participant.
- 4.9.3. The Organisation agrees to provide AIESEC any other information and documents necessary for dealing with the internship affairs AIESEC deemed necessary.
- 4.9.4. The Organisation agrees to provide at least one space to align the Job Description with Exchange Participant personal goals on the first day of the work and one space to debrief on the last day of the work.

#### 4.10. Termination of the Contract by the Exchange Participant

- 4.10.1. In the event that Exchange Participant withdraws from the Contract where
- 4.10.1.1. The position provided by the Organisation is seriously deviated from the job description specified in this Contract and the Organisation Acceptance Note; or
  - 4.10.1.2. The Organisation is not paying the Exchange Participants according to the salary stated in this Contract without further formal agreement with the Exchange Participant; or
  - 4.10.1.3. He/she is discriminated by colour, race, sex or age at his/her workplace; or
  - 4.10.1.4. He/she is sexually harassed at his/her workplace; or
  - 4.10.1.5. The Organisation has committed any other offences against the Employment Law in India.

AIESEC is not liable for replacing the Exchange Participant with another candidate and the Organisation will not be entitled to a refund of any description. The Organisation is responsible for the expenses (which shall cover the accommodation, food and transportation expenses within India) during the Exchange Participant's stay in India for 30 days, counting from the date where the Exchange Participant withdraws from the Contract. The Organisation is also responsible for the Exchange Participant's travel expenses back to his/her country upon the request of the Exchange Participant;



- 4.10.2. In the event that Exchange Participant withdraws from the Contract within the first 4 weeks of working when
- 4.10.2.1. The Exchange Participant having an emergency in his/her family, which proof of the emergency is provided; or
  - 4.10.2.2. The Exchange Participant becomes ill and can be dangerous for his/her health, with proof from a medical professional is provided; or
  - 4.10.2.3. The Exchange Participant in danger due to a formally declared emergency, such as war, natural disasters, terrorism attacks, etc.

The Exchange Participant is not liable to pay any compensation and he/she will be liable for his/her own travelling expenses. AIESEC will be liable to provide at least three (3) suitable candidates who match the requirements detailed in the Job Description, upon the request from the Organization for the purpose of replacing the Exchange Participant.

- 4.10.3. In the event that the Exchange Participant withdraws from the Contract at any point before the Exchange Participant starts working in the Organisation, AIESEC is liable for presented at least three (3) suitable candidates who match the requirements detailed in the Job Description upon the request from the Organization for the purpose of replacing the Exchange Participant; Otherwise the Organization will be entitled to a refund of the 50% amount of the Administration Fee paid per position.

**4.11. The Organisation also agrees to:**

- 4.11.1. Provide each selected EP(s) with accommodation and Food/Travel covered by the organisation or/and pay a standard stipend of NIL  
. The organisation needs to ensure that if stipend is paid, it is to be paid on a monthly basis, unless differently agreed.
- 4.11.2. In case of preliminary termination of the contract, the Organisation will intimate AIESEC at least 56 days prior to the realisation date. (starting date of the internship). Similarly, in case the internship duration is desired to be lengthened by the Organisation post the arrival of the intern; the Organisation must inform AIESEC at least 21 days prior to the termination of original duration, in written format.
- 4.11.3. Ensure the safety and well-being of the EP including but not limited to protection against sexual harassment at workplace. The Organisation confirms that it has a detailed policy against sexual harassment and the same shall cover the EPs at the organisation.
- 4.11.4. Provide adequate working conditions, accommodation and/or stipend, orientation, guidance and training for the EP to achieve the objectives agreed upon.
- 4.11.5. Assign one or more full-time employees to guide & evaluate the EP and provide monthly feedback about his/her performance during the internship so he/she can learn and improve.
- 4.11.6. Give AIESEC 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.
- 4.11.7. Honour the terms and conditions of this contract and maintain a healthy relationship with AIESEC.
- 4.11.8. In the event, the performance of the EP is unsatisfactory, the Organisation shall provide a written explanation to the EP and AIESEC outlining the areas requiring improvement and shall provide at least 15 days for the EP to improve on such areas. In the event there is no improvement, the Organisation may at its sole discretion remove such EP(s) after taking such advice and consideration from AIESEC. However, in any event, the Organisation fails to provide such explanation; it shall be liable to pay for the flight tickets of the EP and any other charges ancillary to such travel. AIESEC shall not be liable to the Organisation in any manner whatsoever for the unsatisfactory performance of the intern. The



Organisation acknowledges that it has agreed to hire the EP after consideration and consultation of the intern's qualification and suitability. (the Organisation needs to give at least 2 warnings to the EP, in written format)

- 4.11.9. Ensure that the Job Description provided in the beginning is followed throughout the period of the internship. Any changes in the Job Description without the consent of the EP shall make the Organisation liable to refund the ticket amount of the EP and allow him/her to return, in case of any dispute.
- 4.11.10. In the event, that the Organisation hires 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 1 (one year) from the date of their last interview, then such a candidate shall be considered as a person hired through AIESEC and the Organisation would be liable to make payment to AIESEC.

## 5. TERM & TERMINATION

This Agreement shall be effective from 24 July 2023 and shall remain in force till 24 July 2024. However, the term of the agreement may be extended for such a period as agreed between both the Parties in writing.

- 5.1. Either Party shall have the right to terminate this Agreement with immediate effect, if:
- 5.1.1. 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
- 5.1.2. 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.
- 5.2. Either Party may terminate the agreement at will upon giving not less than 56 days prior written notice to the other party.
- 5.3. 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.
- 5.4. 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 15 days of the rendering of the account.

## 6. REMUNERATION TO AIESEC

- 6.1. The Organisation shall pay the following fee to AIESEC which is mentioned in Clause no. 4.3 & Clause no. 4.4, as and what is required from the same clauses through Cheque/Bank Transfer.
- 6.2. The process of getting the candidates will not start until the initial payment is made by the Organisation.
- 6.3. An invoice will be sent a week in advance of the same.
- 6.4. In case TDS is charged by the Organisation, a 16(A) certificate stating the same must be provided to AIESEC along with the cheque.
- 6.5. All cheques must be drawn in favour of "AIESEC DELHI-2". Post-dated cheques for a date within the due limit shall be accepted.
- 6.6. All Bank Transfers must be done to the following account:  
Account Name: AIESEC..DELHI.-.2  
Account Number: 915010038532429

KIET Group of Institutions:  AIESEC in Delhi IIT: 



IFSC Code: UTIB0000384  
Branch Name: BorivaliEast

- 6.7. The aforesaid fee shall be refunded to the Organisation only if AIESEC is not able to provide a single relevant resume of an EP as per the requirements of the Organisation within 3 months from the date of requisition.

7. **REPRESENTATION AND WARRANTIES**

Both Parties represent and warrant to each other that:

- 7.1. 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;
- 7.2. 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.
- 7.3. 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;
- 7.4. They are qualified and competent to perform the services covered under this Agreement; and
- 7.5. 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.

8. **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.

9. **INTELLECTUAL PROPERTY RIGHTS**

Each Party shall retain all right, 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.

KIET Group of Institutions:



AIESEC in Delhi IIT:

AUTHORISED SIGNATORY  
**AIESEC**  
Block-A, House 228, Emerald Colony

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

10. **CONFIDENTIALITY**

- 10.1. 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.
- 10.2. 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.
- 10.3. The provisions of above clause 10.2 shall not apply to:
- 10.3.1. 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
- 10.3.2. 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.
- 10.4. 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,

KIET Group of Institutions:



AIESEC in Delhi IIT:

AUTHORISED SIGNATORY  
**AIESEC**  
BPO-A, House 210, Shivalik Colony,  
Malviya Nagar, New Delhi, Delhi-110017

*[Handwritten signature]*

provide a certificate of destruction if such Confidential Information is destroyed.

## 11. **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;

- 11.1.1. Any warranty given by defaulting Party under this Agreement being incorrect or misleading in any way;
- 11.1.2. Any negligent act or failure to act by defaulting Party or any of defaulting Party's employees, agents, officers or contractors
- 11.1.3. 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.
- 11.1.4. 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.
- 11.1.5. 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.

## 12. **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.

## 13. **DISPUTE RESOLUTION**

### 13.1. **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 authorised representatives of the Disputing Parties for resolution. The authorised representatives shall promptly meet and attempt to negotiate in

KIET Group of Institutions:



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**AIIESEC/IIIT**  
Block-A, Phase 222, Gurgaon City,  
Mehra Nagar, New Delhi, Delhi-110017

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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.

### 13.2. **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.

### 13.3. **Place, enforcement and proper law of the arbitration**

- 13.3.1. The place of arbitration shall be Mumbai and all the arbitration proceedings shall be conducted in the English language.
- 13.3.2. 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.
- 13.3.3. The proper law of the arbitration shall be Indian law and the award will be made under the laws of India.

## 14. **DATA PROTECTION**

- 14.1. 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.
- 14.2. In the case of the involvement of a third party, the Organisation is responsible for ensuring the protection of the personal data.
- 14.3. The Contracting Parties agree to undertake all relevant data protection provisions by AIESEC, in particular, those regarding any type of personal data processing.
- 14.4. 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.
- 14.5. 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.

## 15. **GENERAL PROVISIONS**

- 15.1. **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.
- 15.2. **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.







- 15.3. **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.
- 15.4. **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.
- 15.5. **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 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.
- 15.6. **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.
- 15.7. **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.
- 15.8. **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.

<b>Organization Name:</b>	KIET Group of Institutions, Delhi NCR, Ghaziabad
<b>AIESEC Local Office Name:</b>	Delhi IIT

<b>Organization representative Name:</b> Dr. Preeti Chitkara <b>Designation :</b> Head PR and International Relations <b>Organization Name:</b> KIET Group of Institutions	Signature along with Organization Seal  
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KIET Group of Institutions:  
 AIESEC in Delhi IIT: 

AUTHORISED SIGNATORY  
**AIESEC INDIA**  
Block A, Phase 2, Connaught Place, Mayapuri Nagar, New Delhi, Delhi-110017

<p><b>AIESEC representative Name:</b> Mohit Nagpal <b>Designation:</b> President <b>AIESEC local office name:</b> Delhi IIT</p>	<p>Signature along with AIESEC Seal</p> <p>AUTHORISED SIGNATORY <b>AIESEC</b> Block-A, House 22C, Saket Colony, Maharaja Nagar, New Delhi, Delhi-110017</p> <p><i>Mohit</i></p>
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Accredited by  
NAAC with Grade "A"



Gold Rating with QS Gauge  
An exemplary role in quality  
education



Banked in Band 'W'  
Among Top 25 Private Colleges  
in India by ARHA 2020 Ranking



Engineering Rank - 176  
Pharmacy Rank Band (76-100)

