

# NEI CONSULTING PYT. LTD.

H/N-22A, 1<sup>st</sup> First Floor. Opp. CPWD Colony Mother Teresa Road, Geetanagar, Guwahati-781024 Phone: +91 6913005070 & +91 6913005071 Email: neindiaconsulting@gmail.com

## MoU for Collaboration for Placement Assistance

This agreement is made at Guwahati on this 17/03/2020

#### BETWEEN

**Pragjyotish College,** an institution affiliated with Gauhati University, having its registered office at **Pragjyotish Path, Santipur, Guwahati, Assam-781009,** herein referred to as 1 Party.

### AND

NEI Consulting Pvt. Ltd., incorporated under Companies Act 1956, having its registered office at H/N-22A, 1 Floor Opp. CPWD Colony Mother Teresa Road, Geetanagar, Guwahati, 781024, herein referred to as 2 Party.

- 1. Whereas the 1st party is an Educational Institute, in need of suitable employment for the final year students on regular basis. Hereinafter referred to as 'CLIENT'.
- 2. The party of the 2nd part is engaged in the services of providing candidates for various jobs to its 1<sup>st</sup> Party, as and when specific requirement is made for. Hereinafter referred to as 'CONSULTANT'.

Now, therefore this agreement witness as under

#### **Effective Date**

This agreement shall come into force on 17/03/2020 of execution by the parties here to and shall remain in force unless terminated earlier in accordance with the provisions of this agreement.

#### **Agreement for Services**

In consideration of the parties agreeing to be bound by the covenants herein and discharging the obligations hereunder, the CLIENT hereby appoints the CONSULTANT to provide employment to the students of First Party to undertake the roles and responsibilities enumerated in this agreement.

The CONSULTANT accepts its appointment by the CLIENT for the purpose of providing

employment opportunity as and when required to the CLIENT to carry out the placement of the CLIENT in accordance with the terms and conditions contained in this agreement.

## Scope of Work

The CONSULTANT shall provide the following number of employment to the students of final year of the CLIENT as per requirement and specifications given to them by the CLIENT.

The CONSULTANT shall ensure that the employment provided by the CONSULTANT to the CLIENT shall possess the qualifications contained in the scheduled to this agreement.

The quality of service will be the essence of this Agreement and shall from a central factor of this agreement. The CONSULTANT will take all possible steps to ensure consistent good quality employment to be provided to the CLIENT.

## **Payment**

The rate of deployment of employment opportunity will be mutually decided by both the parties. This rate shall be all in cost, including statutory liabilities, other benefits etc. any changes there after shall be intimated in writing and duly accepted by the other party.

A onetime Registration Fee of Rs.200 per student appearing for placements has to be paid to NEI Consulting Pvt. Ltd. and it should be paid before appearing for an interview.

Placed candidates must pay an amount equivalent to 50% of 1<sup>st</sup> month salarywithin 45 days from the date of Joining.

## Confidentiality

The CONSULTANT shall keep all information pertaining to job vacancies, job profile, rewards and compensation details, organization structure and policies strictly confidential and shall not disclose any information, without the prior written consent of company; similarly, the 'CLIENT' agrees to maintain confidentiality of any information provided by the 'CONSULTANT'

#### No Poaching Clause

Both parties agree, not to hire, headhunt, poach, entertain or influence in any manner any employee of the other party, either for themselves or their sister concern for any other client.

## **Arbitration and Jurisdiction**

Any dispute or difference that may arise between the parties in connection with the construction of these terms or in respect of any matter arising thereof, the same shall be referred an Arbitration Tribunal of three (3) arbitrator, the consultant & the company appointing one (1) each & those two arbitrators shall appoint a third (3rd) arbitrator in accordance with and subject to the provision of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof for the time being in course. The venue of the arbitration will be in Guwahati, and it shall be conducted in English language. The agreement shall be governed in accordance with the laws of India and is subject of the jurisdiction of Guwahati, Assam.

We trust you are agreeable to the above terms and conditions. This agreement shall be executed in two counterparts, both of which shall be deemed to be original with each party retaining a counterpart.

Agreement accepted

Authorized Signatory

Date: 17/03/2020

For Pragiyotish College Principal Pragiyotish College Guwahati-781009 Agreement accepted

Authorized Signatory

Date: 17/3/2020

For NEI Consulting Pvt. Ltd.