

Salahkaar Consultants

Human Resource Services
HR Consulting | Training | Recruitment | Testing | Education

Pune Branch

09372447708/020-40027772

Email : enquiry@salahkaarconsultants.com

Dated:

Salahkaar Consultants (Firm Name),

Second Floor ,

Plot no. 25 , Siddhant Classic A

Viman Nagar,

Pune – 411 014

Memorandum of Understanding with Consultants and Trainers for Conducting / Undertaking Assignments with Salahkaar Consultants on Job Basis

This Agreement is between Consultants and Trainer for conducting / undertaking assignments with Salahkaar Consultants (hence forth will be called the "Company") on "Job to Job" basis.

This Agreement is entered into as the Company wishes to engage the Consultants and Trainers from time to time, during the term of this Agreement, to assist the Company in carrying out various assignments in the areas of consulting and different kinds of training. The Consultant(s) agrees to be engaged by the Company on a kind of partnership basis for the above mentioned works only and this is not a permanent partnership.

For the purpose of this agreement, the Consultant and the Trainer namely _____ will be called "Partner Consultants" (PC) here in after in this document having _____ address _____ entering into this agreement.

The Company and the "Partner Consultant" (PC) have agreed upon the under mentioned terms and conditions for the different engagements as and when it/ they come and to be carried out.

(a) During the term of this Agreement, as and when such work(s)/ assignment(s) come and is to be carried out, as and when such request is made by the Company the Partner Consultant (PC) shall assist the Company in carrying out the assignments.

(b) The following general policy regarding **rates** of payment will operate with the Partner Consultants (PC)

Policies regarding Rates of Payments to PC For Consulting/Training Assignments

- 1) If the PC brings the assignment to the Company, coordinates fully and delivers the required training or consulting. Only brand name of the Company is used, payment after deducting the expenses of income tax and other taxes on actual basis will be in the ratio of 80:20 of the surplus (80% to PC).**
- 2) Income tax will be deducted @ 20% of the total sum received from the client minus the expenses. This is because after payment made to PC the Company will make tax payments.
- 3) If the assignment has come to Salahkaar Consultants and is forwarded to the PC for carrying it out on behalf of the company (Salahkaar Consultants) payment will be made on per day basis.
- 4) For the above, assignment given by company on per-day rates, it will be as per our mutual written agreement.
- 5) For bulk assignments, like a consulting/training for more than 3 days in a go, fee will be fixed on a lump sum basis with mutual written agreement.
- 6) In case more than one PCs are involved on a particular day for an assignment, the fees will be shared among them. The rate of individual share will be decided on the basis of discussion between the involved parties and the Company.
- 7) Reimbursement of one Economy (the lowest fare available) Air Ticket/IIAC (Mumbai-Place of workshop and back) and other actual reasonable expenses like hotel expenses will be born by the client or the SC.
- 8) One single room for each faculty/consultant in hotel for actual number of nights required with all meals (B/L/D) will be born by the client or the SC.
- 9) PC to bear own incidental expenses-telephone, entertainment, laundry, business center secretarial expenses, etc.
- 10) All payments to PC will be made after the SC receives the payment from the client.

PC's RESPONSIBILITY

- **Design and deliver the contents of the workshops and consulting related material.**
- **Design an evaluation method to ensure the transfer of skills and knowledge at the end of each assignment/program.**
- **Provide a soft copy of all materials to SALAHKAAR CONSULTANTS 20 days prior to the commencement of the workshop(s)/consulting assignment(s) for distribution to the participants.**
- **Any business leads derived from the workshop(s)/consulting assignment(s) shall be directed back to the SALAHKAAR CONSULTANTS, PUNE, INDIA.**
- **PC's are not allowed to give their contact details to the participants as well as the concerned company.**

RESPONSIBILITIES OF SALAHKAAR CONSULTANTS (SC).

- SC shall manage the process of design and printing of promotional brochures for the workshop and other activities.
- The company shall provide follow up promotional and seminar administration, services such as registration, confirmation, fee collection, venue coordination and evaluation for the programme.
- The company will do all administrative work including entering into contract and collection of revenue / billing amount.

Proprietary Rights:

All intellectual property rights, including copyright and proprietary, confidential information in the training materials provided by the PC, shall belong to PC and the company shall undertake and agree not to reproduce or permit the reproduction of the materials or use or permit the use of the materials in any manner or form not specifically authorized and considered to in writing by the PC. The company shall keep the materials in secured storage to ensure that they are accessible only to authorized persons.

TERMINATION OF THIS AGREEMENT

In the event that a PC or the Company decides to terminate this agreement they shall notify the other party at least two months in advance in writing.

All disputes between the PC and the company for a sum of less than INR 50,000 will be settled by mutual discussion and none of the party will go to court for settlement of its grievances. The PC shall not be entitled to and shall not make any representations or warranties of any nature to anyone to the effect that, or lead anyone to believe that, consulting assignment or training work of any nature with the Company is assured.

OTHERS:

- 1. This Agreement is entered into between the Company and the PC as principals. Neither party to this Agreement is an agent of the other and there is also no relationship of employer and employee or master and servant as between the Company and the PC.
- 2. The PC shall keep and treat all information relating to and/or in respect of the Company obtained by, or made available to, the PC in the course of dealing with the Company as strictly confidential at all times.
- 3. The PC warrants and represents to the Company and assures the Company that the PC shall not, at any time, attempt to hire away or recruit any of the employees of the Company for him/herself or for any other entity, business or organization or venture of any description whatsoever, or at all induce or encourage the employees of the Company to terminate their employment with the Company.
- 4. The PC agrees to and shall keep the Company indemnified and harmless at all times against any claims, losses, expenses and outgoings of any nature whatsoever, including legal fees and costs, suffered or incurred by the Company on account of breach or violation by the PC of any of the terms and conditions of this Agreement and any other acts of omission or commission on the part of the PC.
- 5. The event shall be confirmed /cancelled by either party with prior notice at least 5 days before the due date.

The PC shall give all training materials and other literature for printing to SC at least 10 days before the commencement of the workshop/consulting programme.

- 6. This Agreement does not grant any manner of exclusivity to the PC, and the Company shall be free to work with any number of PCs for similar services to the Company.

7 (a).Unless earlier terminated, this Agreement will come to an end on the -----

(b). If the PC/Company wishes to renew this Agreement for a further terms on and from the -----
----- or any on other later date it will give notice to the other party to this effect, one month prior to the termination of this agreement, and the Parties hereto will effect renewal on terms mutually agreed to at that time.

(c). The Confidentiality and Indemnity provisions of this Agreement shall survive the termination/end of this Agreement.

- 8. All notices and other written communication between the Parties shall, unless hereafter informed otherwise in writing to each other, be sent to the Parties at the following respective addresses and facsimile transmission:

Company : Salahkaar Consultants

Second Floor ,

Plot no. 25 , Siddhant Classic A

Vimannagar, Pune – 411 014

PC -----

Notices and other communication, if sent by facsimile transmission shall be deemed to have been received by the recipient if the sender has confirmation of proper transmission, and if sent by hand-delivery, upon the sender obtaining acknowledgement of delivery from the recipient, and if sent by courier, upon the sender obtaining proof of delivery bearing the clear stamp and signature of the recipient, and if sent by registered post acknowledgment due, upon receipt by the sender of the acknowledgement due card.

- 9. It is agreed that the competent courts at Pune shall have the exclusive jurisdiction to try any action or proceedings arising out of or in connection with this Agreement, between the Company and the PC.
- 10. This Agreement is subject to and governed by the laws of India.
- 11. The Parties to this Agreement have signed the same on the day, date and year first above

written.

12. (a). The Company is a company incorporated under the provisions of the (Indian) Companies Act, 1956, having its Registered Office at Second Floor Plot no. 25 , Siddhant Classic A Vimannagar, Pune-411014.India carrying on the business. The expression "Company" shall include the successors and assigns of Salahkaar Management & Consulting Company Pvt. Ltd.

(b). The SC is a limited/private limited company, being an existing company within the meaning of a company incorporated under the provisions of the (Indian) Companies Act, 1956, having its Registered Office at Pune, and a business office at Delhi a partnership firm, registered with the Registrar of Firms, Pune, of which Mrs. Mridula Smiriti, is the Managing Partner, having its office at Pune and Delhi and carrying on the business of corporate management consulting, training and recruitment consultancy.

Please confirm your acceptance by signing this MOU and return the duplicate copy to us.

<p>SIGNED AND DELIVERED BY</p> <p>-----by the hands of its Constituted Attorney ----- ----- in the presence of:</p> <p>_____ witness.</p>	<p>_____</p> <p>Signed by the Party/PC</p>
<p>SIGNED AND DELIVERED BY the above named Salahkaar Consultants / Dr. C.N.Daftuar, CMD, by the hands of its Constituted Authorized Signatory.</p> <p>In the presence of:</p> <p>Mr./Ms.</p> <p>Anjali Daftuar _____</p> <p>Witness _____ _____</p>	<p>_____</p> <p>_____ Authorized signatory</p> <p>In the presence of:</p> <p>Mr./Ms.</p> <p>_____ Witness _____</p>

Guidelines for Faculty Members who are PC in below mentioned case:

1. They may have to work out therefore PC's are requested to be present 1 hour before the scheduled time on the decided venue for the workshop. As your early arrival will help us for audiovisual set up before workshops. For any delay in the arrival needs to be informed to only the workshop coordinator.
2. For presentations dress code will be formal suit.
3. PC's will have to prepare their presentations on the basis of
 - Case studies
 - Indian HR scenario
 - Practical applicability
4. Anything too unsatisfactory as per the SC's expectations and pattern of presentation or workshop conduction will have to be changed by PC and submit the same in time to the SC's in Pune, through email. This needs to be seriously noted down by all PC's.
5. PC's will be forwarded their feedback from the participants of the workshop and they will have to take a note of the scope of improvement.
6. We also request you to be regular and punctual in correspondence for smooth functioning.