

Date -28/03/2019

This Agreement is made between the **Narasingha Choudhury Autonomous College Jajpur, Odisha.** and **Talento Manpower Services** with its principal place of business in **Delhi.**

Whereas the College desires to obtain the services of Consultant and Consultant represents it has expertise and experience to provide the services described herein for the benefit of the College student placement with corporate sector therefore the parties agree as follows:

1.0 Scope of Services

1.1 Consultant agrees to perform such professional services as are set forth for placement of student with different corporate clients. to this Agreement which is incorporated herein by this reference. Consultant will perform such services with the standard of hiring process, Consultant agrees to perform as satisfaction of Client.

1.2 The parties may from time-to-time extend the scope of services and deliverables or omit services and deliverables previously agreed to,

and the provisions of this Agreement shall apply to all such additions and omissions. All such additions and omissions must be in a writing executed by both parties in order to be effective.

1.3 Any discrepancy or conflict between the terms or conditions and the terms of this Agreement shall be decided in favor of this Agreement.

2.0 Fees and Expenses

2.1 The total fee, and any reimbursement for incidental out-of-pocket expenses identified in section 2.3, shall be payable upon completion of the work. An application for payment of fees and expenses, accompanied by proper documentation, including receipts, shall be submitted by Consultant to College upon completion of the work, said application to cover and include all fees earned and expenses incurred. Consultant shall be deemed to have waived its right to payment for any fees earned or expenses incurred if not included on the application. College reserves the right to require reasonable additional supporting documentation from Consultant. All applications for payment shall be on forms acceptable to or approved by College.

2.2 Consultant agrees that Consultant is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that College will not deduct such taxes from any payments to Consultant hereunder. Consultant agrees to indemnify, defend, and hold harmless the College and its governing board, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the payment of income, social security, and other employment taxes.

2.4 College shall reimburse the following incidental out-of-pocket expenses:

1. Airplane travel for 2 person(s) (coach only), not to exceed RS-20,000 .
2. One rental car in an amount not to exceed Rs- 1200 per day.
3. Lodging for 2 person(s) for 2 night(s) not to exceed Rs 3000 per day.
4. Meals for 2 person(s) for 3 day(s) not to exceed Rs-500 per day.

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3.0 Term

The services to be rendered by Consultant under this Agreement shall commence not later than 28st March, 2019, and be completed by 27th March, 2020. Time is of the essence of this Agreement. This term may be extended beyond such completion date if College agrees to the extension in writing.

4.0 Contractor's Capacity and Responsibilities

4.1 It is expressly understood that Consultant is an independent contractor and not the agent, partner, or employee of College. Consultant and Consultant's workers are not employees of College and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

4.2 Consultant shall not have the authority to enter into any contract or agreement to bind College and shall not represent to anyone that Consultant has such authority.

4.3 Consultant represents and warrants to College that in performing the services called for hereunder Consultant will not be in breach of any agreement with a third party.

5.0 Confidentiality of Information

5.1 Consultant agrees to keep confidential and not to disclose to third parties any information provided by College pursuant to or learned by Consultant during the course of this Agreement unless Consultant has received the prior written consent of College to make such disclosure. This provision shall survive expiration and termination of this Agreement. This obligation of confidentiality does not extend to any information that: 1) Was in the possession of Consultant at the time of disclosure by College, directly or indirectly; 2) Is or shall become, through no fault of Consultant, available to the general public; or 3) Is independently developed and hereafter supplied to Consultant by a third party without restriction or disclosure.

6.0 Suspension or Termination of Contract

College & Consultant reserves the right to suspend indefinitely or terminate the contract and the services to be rendered by Consultant for any reason upon seven (7) days' prior written notice.

7.0 Notice

Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including Indian Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

The College:

Narasingha Choudhury Autonomous College Jajpur, Odisha.

Abdalpur, Jaipur Town, Jajpur -755001

The Consultant:

Talento Manpower Services

H-289, Madan PurKhadar, Saritavihar, New Delhi- 110076.

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

8.0 Entire Agreement; Modification

This Agreement (and its attachments, if any) constitutes the entire understanding between the parties

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Talento Manpower Services

Regd. Office - H-289, II Nd Floor,
Madanpur Khadar, New Delhi-110076
Ph. :- +91 8826159869

with respect to the subject matter hereof and may not be amended except by an agreement signed by Consultant and an authorized representative of College..

9.0 Mediation / Choice of Laws / Jurisdiction

The parties agree that any disputes that may arise as a result of this Agreement or the provision of products or services as a result of this Agreement will first be attempted to be resolved through discussion between the parties. If the dispute cannot be resolved on terms satisfactory to both parties, the parties shall in good faith enter into mediation to resolve the dispute. Upon failure to mediate any such disputes in good faith, the parties may resolve the dispute through any other legal means available, including arbitration or litigation without requirement of a specific legal forum.

10.0 Severability

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

11.0 Assignment

Consultant may not assign the rights or delegate the obligations under this Agreement without College's prior written consent.

12.0 Compliance with Rules, Regulations, and Instructions

Consultant shall follow and comply with all rules and regulations of the College and the reasonable instructions of College personnel. The College reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

COLLEGE

CONSULTANT:

By Narasingha Choudhury Autonomous College
Jajpur, Odisha.

TALENTO MANPOWER SERVICES

By Talento Manpower Services

Name- Prof.Fakir Mohan Mallick.

Name Sushree Devi Mohanty.

Title – Principal.

Title Director

Name – Dr.Sarada Prasad Mohapatra

Designation –Asst.Prof In Botany.

Title Academic Bursar

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