



ANWARUL ULOOM COLLEGE OF BUSINESS MANAGEMENT

(A MUSLIM MINORITY INSTITUTION)

Affiliated to Osmania University | Approved by AICTE | Permitted by Govt. of Telangana

11-3-918, New Malleshpally, Hyderabad-500001, T. S. India

Ref.:

CONSULTANCY AGREEMENT

Date: _____

This Consultancy Agreement (the "Agreement") is made and entered into this 10th January, 2018. (the "Effective Date")

BETWEEN

Anwarul Uloom College Of Business Management, represented by **Dr. Osman Bin Salam**, with its principal place of business located at **New Malleshpally, Hyderabad - 500001** (the "Client") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part;

AND

Panacea Consulting Group, represented by Ms. Itika Kaushik (Proprietor), with its principal place of business located at B-10, Golden Spring CHS, Sunder Nagar, Kalina, Santacruz East, Mumbai 400098 (the "Consultant") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the Second Part;

The "Client" and The "Consultant" shall, wherever the context so require, hereinafter referred to individually as a "Party" and collectively as "the Parties".

WHEREAS, the Client is in the business of Insitution.

WHEREAS, the Consultant has expertise in the area of business and management consulting including training and recruitment;

WHEREAS, the Client desires to engage the Consultant to provide certain services in the area of Consultant's expertise and the Consultant is willing to provide such services to the Client;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

(a) Engagement. The Client hereby engages the Consultant to provide and perform the services set forth in Exhibit A attached hereto (the "Services"), and the Consultant hereby accepts the engagement.

(b) Standard of Services. All Services to be provided by the Consultant shall be performed with promptness and diligence in a workmanlike manner and at a level of proficiency to be expected of a consultant with the background and experience that the Consultant holds. The Client shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.



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2. Consultancy Period

(a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect and valid for a period of three years from the effective date. The Parties may renew this Agreement by exchange of letters for such further period and on such terms and conditions as may be mutually agreed upon by and between the Parties.

(b) Termination. This Agreement may be terminated by either party, without cause, by giving Sixty, (60) calendar days written notice of such termination to the Consultant. In the event of such termination, the Consultant shall be entitled to be compensated by the Client for the actual amount of work performed under this Agreement, till the date of such termination. This Agreement may be terminated by either Party by giving thirty, (30) calendar days written notice of such termination to the other Party in the event of (iii) the death or physical or mental incapacity of Consultant or any key person performing the Services on its behalf as a result of which the Consultant or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

(c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement. The Confidentiality and Indemnity provisions of this Agreement shall survive the termination of this Agreement. The warranties and indemnities contained in this Agreement are continuing and shall survive in operation notwithstanding termination of this Agreement. Even if the Client terminates the agreement as per Article 2(b) within the validity of the agreement as per Article 2(a), Clause 11 of the Exhibit 'A' "the Services" shall still survive the effects of termination and shall remain valid and in force for the period of three years from the effective date of the agreement.

3. Consultancy Fee and Expenses

(a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Consultant shall not charge any fee from the Client (Refer Exhibit A - the "Consultancy Fee").

(b) Expenses. The Consultant shall not incur any cost on behalf of the Client.

4. Independent Contractor

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create and shall not deem to have created any partnership, joint venture, principal-agent or employer-employee relationship between the Consultant and the Client. This Agreement does not authorize the Consultant to act for the Client as its agent or to make commitments on behalf of the Client.

Osmania

Signature



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5. Force Majeure

Either Party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature.

The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

In the event the interruption of the excused Party's obligations continues for a period in excess of sixty (60) calendar days, either Party shall have the right to terminate this Agreement upon thirty (30) calendar days' prior written notice to the other Party.

6. Non-Publicity

Each of Client and Consultant agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party except: (i) to its advisors, attorneys or auditors who have a need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

7. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the court of competent jurisdiction in the city of Ghaziabad.

8. General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed in accordance with the modified provision.

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9. Survival of Provisions

The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, and 6, Clause 11 of Exhibit 'A' "the Services" and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
Anwarul Uloom College Of Business Management

By:

Name: Dr. Osman Bin Salam

Title: Director

Signed for and on behalf of
Panacea Consulting Group

By:

Name: Itika Kaushik

Title: Proprietor



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Exhibit "A"

Date: _____

The "Services":

The scope of services is exclusively mentioned hereunder:

1. The Consultant is in the business of providing recruitment consulting to its Corporate Clients ("Companies"). The Consultant requires candidates (fresher as well as experienced) for filling the job vacancies in Companies.
2. The Client is an educational institution having students pursuing different courses. The Client wishes to place its students for jobs in Corporate Sector.
3. The Client has approached the Consultant to help in providing job placements to Client's students and the Consultant has agreed to help the Client in this regard.
4. The Consultant shall provide the detail of job opportunities in Companies (along with Company's detail) as and when such opportunities come.
5. The Client shall confirm whether the Client want to explore the job opportunities with the Company specified by the Consultant.
6. If the Client confirm to go ahead with the specified job opportunities, the Client shall provide the detail of its students (as per the format specified by the Consultant) to enable the Consultant to evaluate the student's profile against the specified job opportunities.
7. The Client shall authorize the Consultant to share the relevant details received from the Client, as per the Consultant's discretion, with the Companies.
8. The Consultant shall review the received profiles and shares the suitable profiles with the Companies.
9. The Consultant shall facilitate the interview process for the selected profiles and the Client shall provide its assistance as required during the interview and placement process.
10. The Client shall not, under any circumstances, communicate directly with the Companies specified by the Consultant.
11. The Client, during the validity of this agreement, directly or indirectly through any other personal or organization, except through the Consultant, shall not place its students on the job positions with the Companies specified by the Consultant. If any such event has occurred, it shall be considered a material breach in this agreement and the Client shall indemnify the Consultant by paying 8.33% of the CTC for each of the student placed by the Client with specified company within seven (7) calendar days from the date such material breach has occurred. This penalty shall be paid by the Client to the Consultant for each of such material breach during the validity of this agreement.


The "Consultancy Fee"

1. The Consultant shall not charge any fee from the Client for the services mentioned in this agreement.
2. The Consultant shall not incur any cost on behalf of the Client during the term of this agreement.

Signed for and on behalf of
Anwarul Uloom College Of Business Management

By: 
Name: Dr. Osman Bin Salam
Title: Director

Signed for and on behalf of
Panacea Consulting Group

By: 
Name: Itika Kaushik
Title: Proprietor