



PARTNERSHIP AGREEMENT

THIS AGREEMENT is made on the _____ at New Delhi and entered into between:

- 1. HUM COMMUNITIES a Partnership Firm under the Partnership Act 1932 having its office at 301A, AWB Rectangle One, Saket, New Delhi - 110017**

(Hereinafter referred to as “Company” which expression shall, unless repugnant to the meaning or context thereof be deemed to mean and include its successors and permitted assigns)

- 2. _____, resident of _____ (hereinafter referred to as “Senior Recruiter”)**

Whereas, the company is a social initiative, founded by Mr. R.K.Vij, and K Malhotra that is working with a mission to engage retirees and senagers gainfully in their second innings across India. Retirees and HUM COMMUNITIES together call themselves as the SENIOR RECRUITER NETWORK OR S.R.N.

NOW, THEREFORE, in consideration of the premises and the mutual co-covenants herein contained and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows –



1) Effective Date; Term, Termination

a) Subject to Section 3 below, the term of this Agreement (the "Term") with respect to the services provided hereunder shall be for a period of 1 year, after which it will renew automatically unless terminated by either party, beginning on _____ (the "Effective Date") up to _____ unless earlier terminated in accordance with this Section 1. This Agreement and the Term may be renewed after the expiry of the Term with the mutual consent of the Parties.

b) This Agreement may be terminated by either Party (such Party, the "Non-Defaulting Party") upon a material default by the other Party (such other Party, the "Defaulting Party") of any of the terms and conditions of this Agreement. The Non-Defaulting Party shall give the Defaulting Party written notice of such failure, stating the nature thereof and a reasonable time (which shall be not less than thirty (30) days in the case of a non-monetary default, any monetary default shall be governed by the provisions of Section 4(b) of this Agreement) to remedy such failure. If the Defaulting Party does not correct the failure within the specified time, the Non-Defaulting Party may terminate the Agreement effective immediately upon expiry of the period stated in the said written notice.

c) Upon termination of this Agreement, the Parties shall take reasonable steps to provide the other Party with any information and records relating to this Agreement to the extent appropriate and necessary to permit the continuing business operations of all Parties with a minimum of disruption.



2) Fees

a) **HUM COMMUNITIES will sign the recruitment agreement with the client & will do the invoices with the client. HUM COMMUNITIES will pay the Senior Recruiter as per the details below-**

Recruiter Share (If Only Screening)	As Mutually Agreed
Recruiter Share (If Screening + Sourcing)	As Mutually Agreed

b) **Fees which shall be paid after the payment realization. If the candidate leaves before the completion of the period as detailed in the Replacement Clause as defined in the contract with the respective client, the Company reserves the right to recover the same amount from the Senior Recruiter.**

c) **Company will have the right to retain any payments under this Agreement that would otherwise be due to the Senior Recruiter where it disputes, in good faith, that the Senior Recruiter has properly performed its obligations under this Agreement.**

d) **Payments of any sums due under this agreement shall be made to the supplier within Ten (10) days of receipts of payment from Client and on the valid invoice raised in accordance with this agreement.**

3) Confidentiality

a) **Confidential Information: The Senior Recruiter shall not either during or at any time after the termination of this Agreement with the Company disclose to anyone any information of a confidential nature relating to the Company, the Company's customers or suppliers and**



shall further not use any such information in a manner which may either directly or indirectly cause loss to the Company.

b) **Non-Disclosure:** The Senior Recruiter shall not disclose to anyone either during the course of your employment or thereafter, any information pertaining to the interest or business of the Company or its clients without the written permission from an authorized officer of Company or its clients.

c) **Nonuse-Obligations:** The Senior Recruiter shall maintain in confidence and shall not disclose, disseminate or use any Confidential Information belonging to Company, whether or not in written form.

4) The Senior Recruiter acknowledges and agrees to-

a) The Senior Recruiter will use their machines/ offices, resources, Telephone, Laptops, etc. for use of their work and the company will not reimburse any expenses related to this.

b) That the Senior Recruiter will be entitled only fees as described for work as agreed by and between parties and no other expenses by what so ever nature will be reimbursed by the company to Senior Recruiter unless agreed in writing.

c) The Senior Recruiter will not use the company name / Brand without prior approval for any use/purpose.

d) **Period of Confidentiality/ Survival:** This Agreement shall govern all communications between the parties. The Senior Recruiter understands that its obligations under Clause 3(a), 3(b), 3(c) and 3(d) (“Confidential Information, Nondisclosure and Nonuse Obligations”) shall survive the termination of any other relationship between the parties.



5) Governing Law

The laws of India, as relevant, shall govern this Agreement. The courts at New Delhi, India shall have exclusive jurisdiction over any matter arising from this Agreement. In the event that any term or provision of this instrument is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this instrument and the agreement which it evidences shall remain in full force and effect.

6) Injunctive Relief

A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/ or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

7) Entire Agreement

This Agreement and the Annexures attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof. No representation, warranty, promise, inducement or statement of intention has been made by either Party which is not embodied in this Agreement and neither Party shall be bound by, or be liable for, any alleged representation, warranty, promise, inducement or statement of intention not embodied herein or therein. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.



8) Miscellaneous Provisions

a) Waiver: A waiver of any breach of this agreement, or of any of the terms or conditions by either Party thereto, shall not be deemed a waiver of any repetition of such breach, or in any way affect any other terms or conditions thereof. No waiver shall be valid or binding unless it shall be in writing, and signed by the respective Party.

b) Force Majeure: Neither Party shall be liable for any failure or delay in performance of any obligation, under this contracts to the extent such failure and/ or delay is due to a Force Majeure Event. The Party having any such cause shall promptly notify the other Parties in writing of the nature of such cause and the expected delay.

For the purpose of this Contract, a “Force Majeure Event” includes fire, earthquake, flood, epidemic, strike, lockout, labor controversy, riot, civil disturbance, war, civil commotion, acts of God, acts of terrorism, omissions or acts of public authorities preventing or delaying performance of obligation relating to acts of public authorities, including changes in law, regulations or policies of the government, or other regulatory authority acts which are beyond the control of any Party.

c) Rules and Regulations: The Senior Recruiter shall not be obligated to abide by the rules and regulations of the Company and any changes therein. However, it is important that the Senior Recruiter does inform the company about any leaves exceeding 5 days, in advance.

d) Income Tax: Income tax shall be deducted at source from the Senior Recruiter’s fees as per applicable under Income tax laws.



e) Counterparts: This Agreement may be executed in two (2) counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the day and year first above written.

For HUM COMMUNITIES

(Senior Recruiter)



ANNEXURE 1
Service Level Agreement

Sno.	Process	Description	Responsibility	Timeline
1	Job description (JD) sharing	Manpower Structure with Specification. JDs for all positions with timelines	HUM COMMUNITIES	On the day of getting the mandate
2	JD Clarity	Recruiter reads the JD & KYC	Senior Recruiter	Day 0
3	Sourcing	Mapping the market & sourcing the relevant profiles	HUM COMMUNITIES & Senior Recruiter	Day 1- 3
4	Screening	Telephonic Screening	Senior Recruiter	Day 1- 3
5	Screened profiles Confirmation	Agreeing on Screened profiles after mutual discussion	HUM COMMUNITIES & Senior Recruiter	Day 3
6	Assessment Submission	Recruiter to share 'Senior Recruiter Assessment sheet' with HUM COMMUNITIES	Senior Recruiter	Day 5



7	Shortlisting	Feedback from the client to be given to the recruiter	HUM COMMUNITIES	Day 5-7
8	Interview Schedule confirmation	Availability of Interview panel members for 2-3 rounds, venue, etc	Senior Recruiter	Day 6-8
9	Collection of Feedback	Summarization of feedback of the interviews	HUM COMMUNITIES	1-day post interview
10	Salary Negotiation	Confirmation of final CTC, benefits, DOJ	HUM COMMUNITIES & Senior Recruiter	Day of the offer
11	Candidate acceptance	Date of joining(DOJ) & offer acceptance	Senior Recruiter	Offer + 1 day
12	Offer process	All offered candidates to be spoken with every Tuesday and Friday till they join.	Senior Recruiter	Till DOJ
13	Joining	Joining confirmation sent by the recruiter	Senior Recruiter	On the DOJ
14	Joining	Joining confirmation sent by HUM COMMUNITIES to client	HUM COMMUNITIES	On the DOJ



15	Invoicing	HUM COMMUNITIES to raise the invoice and share with Finance	HUM COMMUNITIES	10 days of DOJ
	Payment follow- up	Payment follow-up with the client	HUM COMMUNITIES	10days of prior to the due date

