



No Objection Certificate

This NOC ("Agreement") is entered into, on [Date] and will be effective on [Date] by and between

Association Internationale des Étudiants en sciences Economiques et Commerciales, a society registered under the Societies Registration Act, 1860 having its address at No 708 Ellora Fiesta, Gaondevi Marg, sector 11, Sanpada, Navi Mumbai, Maharashtra, India - 400614. (hereinafter referred to as “AIESEC”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assigns).

AND

EP Name- having its address at [Address] (hereinafter referred to as the “EP Name”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors, affiliates and permitted assigns).

1. PURPOSE

The purpose of this Agreement is to outline the expectations and responsibilities of the Participant during their exchange program please refer to [Documents](#).

2. PROGRAM DETAILS

- Program Name: Outgoing Global Talent
- Host Organization: AIESEC
- Duration: [Start Date] to [End Date]

3. PARTICIPANT RESPONSIBILITIES

The Participant agrees to:

- Attend all scheduled activities and sessions as per the program itinerary.
- Maintain professionalism and adhere to the host organization’s policies and guidelines.
- Communicate any issues or concerns to the designated program coordinator promptly.
- Complete any required reports or evaluations as requested by the AIESEC.

[EP Name _____ AIESEC: _____]



- If he/she is **Accepted** the person has to be **Approved**.
- If he/she is **Approved** the person has to **Realize**.
- If he/she **is Realized** the person has to **Complete his/her Internship**.

[If you are selected for the internship following your interview, you will be required to make a payment of 21,500. Please note that this payment must be completed within 24 hours, and there are no options for cancellation; otherwise, the full program fee has to be paid. Additionally, you will be required to adhere to the previously outlined terms and conditions.]

4. AIESEC'S RESPONSIBILITIES

The AIESEC agrees to:

- Support the Participant in preparation for the exchange program.
- Provide necessary documentation and resources related to the exchange.
- Maintain regular communication with the Participant during their time abroad.

5. REPRESENTATION AND WARRANTIES

Both Parties represent and warrant to each other that:

- a) they are establishment duly and legally organized and validly existing in India and that the responsibilities assumed under this Agreement are legally valid and binding obligations on them and enforceable against them;
- b) they shall comply with or cause to be complied with all legal and valid provisions of statute, law, bye-law, rules, regulations or provisions having the force of law of the central and/or state governments, municipal corporation, municipality, local body or public authority, order of courts or law, and/or revenue or tax authority in so far as the same relates to the part of their obligations/responsibilities mentioned herein and shall keep each other duly indemnified against any non-compliance or breach thereof and all losses, damages, that may be suffered and costs that may be incurred by other party. Without limiting each other's rights and remedies, each party shall indemnify and keep indemnified on demand and hold harmless the other party for any loss suffered or costs incurred by the other party as a result of breach of the warranty set out in this clause.
- c) they are entitled to execute and implement this Agreement in accordance with their terms and all the requisite regulatory and corporate approvals, as applicable have been obtained by them prior to the execution of this Agreement;
- d) they are qualified and competent to perform the services covered under this Agreement;

[EP Name _____ AIESEC: _____]

- e) In case of Event cancellation refund will be provided to the brand
- f) their performance of their obligations as per this Agreement does not and shall not violate or conflict in any manner with any other duty or obligation with any third party.

6. CONFIDENTIALITY

- A. In connection with this Agreement, the Parties may exchange certain confidential information:

Explanation: For the purpose of this Agreement, the term “**Confidential Information**” means all oral or written information that is not generally known and that the receiving party obtained in the performance of its service/duties in relation to the disclosing party. The term “**Confidential Information**” shall include, but shall not be limited to, classified information, inventions, discoveries, know how, ideas, computer programs, designs, algorithms, processes and structures, product information, research and development information, lists of clients, and other information relating thereto, financial data and information, business plans and processes, and any other information that disclosing party may inform to receiving party, or that receiving party should know by virtue of its position or the circumstances in which it learned it, is to be kept confidential. Confidential Information also includes information obtained by the receiving party in confidence from third parties, including, but not limited to, its subcontractors, consultants, or clients and any other information of a private, confidential or secret nature concerning the disclosing party whether or not relating to the business of the disclosing party.

- B. Each Party agrees that during the term of this Agreement it shall: (i) only disclose Confidential Information to those of its employees, officers, directors agents and contractors (collectively “**Representatives**”) with a need to know, provided, the receiving party ensures that such Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure; (ii) not disclose any Confidential Information to any third party without the prior written consent of the disclosing party; (iii) not reproduce Confidential Information in any form except as required to perform its obligations under this Agreement; (iv) not publish, reverse engineer, decompile or disassemble any Confidential Information disclosed by the other party; (v) not directly or indirectly export or transmit any Confidential Information to any country to which such export or transmission is restricted by regulation or statute; and (vi) promptly provide the other Party with notice of any actual or threatened breach of this clause.

- C. The provisions of above clause B shall not apply to:
- i. disclosure of Confidential Information that is or becomes generally available to the public other than as a result of disclosure by or at the direction of a Party or any of its Representatives in violation of this Agreement; or
 - ii. disclosure, after giving prior written notice to the other Party to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required under the rules of any stock exchange or by applicable laws, regulations or processes of any government authority or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement.
- D. All Confidential Information (including copies thereof) shall remain the property of the disclosing party and shall be returned (or, at the disclosing party's option, certified as destroyed) upon written request or upon the receiving party's need for it having expired and, in any event, upon expiration or termination of this Agreement. Both Parties agree that they shall within ten (10) days of written notification return or destroy all documents and tangible items in their possession, which contain any confidential Information and, if requested, provide a certificate of destruction if such confidential Information is destroyed.

7. INDEMNITY

Defaulting Party shall indemnify the affected Party and their directors, officers, employees, agents and associates against any loss, damage, claim, action or expense (including, without limitation, legal expense) which the affected party or any of their directors, officers, employees, agents and associates suffer as a direct or indirect result of any of the following:

- a) Any breach of any term of this Agreement by defaulting Party;
- b) Any warranty given by defaulting Party under this Agreement being incorrect or misleading in any way;
- c) Any negligent act or failure to act by defaulting Party or any of defaulting Party's employees, agents, officers or contractors
- d) All actions, proceedings, claims, demands or prosecutions which may be brought, commenced or instituted against affected Party for the damages, or loss or accident caused to any third party during the continuance of this Agreement and also against all costs, damages, and expenses which defaulting Party may in any way pay or incur in defending or settling the same in consequence thereof.
- e) Consequences arising out of the defaulting party or its representatives, default or negligence or non-adherence to Municipal/ State/ Central Act, Rules, Regulations, Orders or Direction issued from time to time relating to the transaction contemplated herein.

Should affected Party be held liable for any loss, damages, or compensation to third parties arising out of or in relation to business transaction carried on by defaulting Party together with the cost incurred on any legal proceeding pertaining thereto.

- f) Any claim for all employee related liabilities viz. ESIC/Bonus/PF etc. that may be raised on the affected Party by any employee of/or appointed by defaulting Party or any Government agencies under the relevant statutes during the subsistence of this Agreement.

If an indemnity payment is made under this clause, the defaulting Party must also pay the affected party an additional amount equal to any tax which is payable by the recipient in respect of that indemnity payment.

8. EXPECTATIONS:

- The Participant is expected to actively engage in the program and represent the Company positively.
- The Participant should seek to learn and gain new skills relevant to their role within the Company.
- The Participant will be responsible for managing their own accommodation and living expenses, unless otherwise stated.

9. GENERAL PROVISIONS

- a) **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition, warranty or indemnity not set forth herein has been made or relied upon by any Party hereto.
- b) **Additional Documentations:** In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- c) **Governing Language and Law:** The language to be used in connection with this Agreement shall in all cases be the English Language. This Agreement shall be governed by and construed in accordance with the laws of India and the courts of Mumbai shall have exclusive jurisdiction.

- d) **Assignment:** No right or obligation under this Agreement may be assigned or transferred by the Organization or by operation of Law or otherwise without the prior written consent of AIESEC except as otherwise expressly permitted under this Agreement.
- e) **Waiver:** The failure of either Party to enforce at any time the provisions hereof shall not be construed to be a waiver of such provisions nor a waiver of such duty or obligation; nor shall it be construed as estopping such party from taking any action or exercising any remedy permitted in this agreement or under law upon the subsequent occurrence of any similar or identical failure or breach, or upon the failure of the other party to subsequently cure such breach.
- f) **Waiver and Amendment:** Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- g) **Expenses:** Except as otherwise provided in this Agreement, each Party hereto shall bear its own expenses relating to this Agreement and the performance thereof.

10. DATA PROTECTION

- a. In the case of the involvement of a third party, the company is responsible for ensuring the protection of the personal data.
- b. The Contracting Parties agree to undertake all relevant data protection provisions by AIESEC in India, in particular, those regarding any type of personal data processing.
- c. The company agrees that all of the company's information provided in the execution of the contract to other AIESEC sub-organizations in the country and overseas.
- d. All of the clauses relative to Data Protection will remain valid even after the end of the contract.



IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

Signed and delivered for and on behalf of **AIESEC**

Name:

Title: Head of Finance & Legalities

Signed and delivered for **[EP Name]**

Name: **EP Name**

[EP Name _____ AIESEC: _____]

