



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as "**The Memorandum**", entered into on 1<sup>st</sup> March 2021.

### **BETWEEN**

**VSS TECH SOLUTION PRIVATE LIMITED (JEEVITAM)**, a company incorporated under the provisions of the Companies Act, 2013 with CIN U72200DL2015PTC277983, having its registered office at 20 National Park, 1st Floor, Lajpat Nagar 4, Delhi, New Delhi 110014 (hereinafter referred to as **JEEVITAM** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **First Party**.

### **AND**

St. Xavier's College, Mahuadanr P.O & P.S-Mahuadanr, Latehar, Jharkhand-822119 (hereinafter referred to as St. Xavier's College, Mahuadanr which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the **Second Party**.

### **WHEREAS,**

- A. The aforementioned Parties desire to enter into the herein described agreement in which they shall work together to accomplish the goals and objectives set forth;
- B. The Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this agreement.
- C. This Memorandum is not intended to be legally binding but is intended to document the expectations.

### **PURPOSE AND SCOPE**

The Parties intend for this Memorandum of Understanding to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to conducting **Digital Campus Placement Drives** using **JEEVITAM's** Proprietary Technology as a part of the Student Livelihood Initiative of **JEEVITAM** & its CSR PARTNER for the students of St. Xavier's College, Mahuadanr as and when agreed as per the document.



The Parties intend to collaborate with each other or jointly collaborate with the third Parties associated with **JEEVITAM** & its CSR PARTNER for assisting placements and or facilitating job search/opportunities, streamlining the screening and job interview process and providing Training/Skill Development Opportunities for the students of the college.

## A. JEEVITAM

**JEEVITAM** is India's leading tech enabled livelihood and an active partner of National Career Services, Ministry of Labour and Employment, Government of India, and have organized Multiple Digital Work Fairs jointly across the major locations of the country.

**JEEVITAM**'s technology for Digital Campus Placement enable the colleges, universities, and other educational institutions in connecting the students with opportunities in the forms of employment in large and small corporates, and entrepreneurship. **JEEVITAM** conducts these drives by using technologies such as AI, voice to text, video-conference, etc. with a minimal level of human intervention and physical interaction.

## B. St. Xavier's College, Mahuadanr

St. Xavier's College, Mahuadanr is a co-educational Under-graduate institution in Latehar district of Jharkhand, situated amid Nature's exotic scenic beauty. It was established in 2011 by Hazaribag Jesuit Education Society, to impart quality higher education primarily to the underprivileged students. However, being inclusive, the college admits students, irrespective of caste, creed, gender and economic disparities. This is the only institution of higher learning in this tribal dominated rural region. The college possesses 24.46 acres of land: 10 acres in its own name and 14.46 acres in that of the parent body. St. Xavier's College is affiliated to the Nilamber-Pitamber University, Medininagar, Palamau. A significant achievement of the college in year 2018 was going through the process of accreditation by NACC and obtaining "B" grade, despite of location difficulties. The college is imparting undergraduate level higher education in Arts, Science and Commerce streams with honours courses. For effective implementation of its programmes the academic calendar is prepared meticulously and plans are made for outcome-based education. Higher education policy is followed fastidiously. The lesson plans and the progress registers are maintained subject wise and stream wise. The students' feedbacks are obtained periodically. The endeavour of the college is to take higher education to its peak. The college equips the students with new knowledge, skills, understanding and learning habits with positive attitude. Skill oriented certificate courses under UG programme have been introduced. It has been certified by ISO 9001:2015. The IQAC of



the college facilitates it in various extension and co-curricular activities. The holistic development of the students is the objective of the college. Accordingly research methodology has been initiated, motivating the staff and the students to take up research projects. National and International seminars, workshops and youth festivals are conducted at regular intervals. The pedagogy of the college aims at developing creative and critical thinking among the students. Dissemination of high morals and values for integrated development of the students is a major thrust of the college. Exploiting their potentials the students are inspired through the best possible higher education to become learned, service minded and leadership oriented citizens of tomorrow in the constantly changing world. The college envisions quality higher education through promotion of learner-centric environment by quality parameters for holistic development of the students and staff. The college has high quality infrastructure, spacious classrooms, smart class rooms with ICT facilities, library with separate reading rooms with ICT facilities, well equipped science labs, Geography and computer labs, indoors and out door games facilities, well-qualified and dynamic faculty that regularly updates itself to enhance teaching, research and outreach processes. Good education is transformative; hence realizing the responsibility involved in their citizenship through education in our college, they in turn will work for the transformation of the Society and the Nation. Hence the college strives hard and works together with relentless determination. Its emphasis is the all-round development of the students which is achieved through contextualized study through diverse academic activities and competitions which develop entrepreneurial skill, leadership quality, management skill, team spirit, communication and presentation skills, creativity thereby equipping them to plunge into the competitive world. Internship, Field trips and Education trips are arranged that the students may relate the class room knowledge with the outside reality and confidently enter the exciting world of discovery and exploration. Academic and personal counselling is a regular feature of the college; it provides personal direction and developmental guidance. Counselling brings better rapport between the teachers and the students and the students are helped to deal with their personal challenges and their career planning. Accomplishment in the academic and co-curricular activities is a great achievement. There are six University toppers, the result is 100% and the students have become multidimensional. Co-curricular and extra-curricular activities promote the process of creative and critical thinking. They inculcate social and moral values, compassion, pride for one's culture and awareness of one's rights and duties; they also make the students good persons and confident leaders. The college develops versatile personality of the students and fills them with hope and dreams of greater success. The management strives hard to bring the institution to highest point of acme with its relentless efforts.

#### **AREAS OF COOPERATION -**

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote the following-



- 1) **JEEVITAM** shall conduct digital campus placements for final year and relevant students using its technology platform and proprietary Turbo-Hire algorithm to screen and match appropriate candidates with the job opportunities from the employers.
- 2) This shall be conducted once every month on a date and time mutually agreed upon by both the parties for a period of 12 months or as deemed appropriate.
- 3) All the Students getting registered will be offered Livelihood Opportunities in the Campus Placement Drive
- 4) All students interested in Training/Skill Development for the CSR PARTNER courses will be referred to CSR PARTNER Training Partners through a dashboard. The CSR PARTNER Training Partners will Train/Charge Fees from only those interested Students.
- 5) St. Xavier's College, Mahuadanr shall aid **JEEVITAM** in this process by establishing a placement committee with required faculty and students heads specifically for this purpose.
- 6) St. Xavier's College, Mahuadanr shall share the data of relevant students in the formats required by **JEEVITAM** along with the approval to promote Training/Skill Development Courses by the CSR PARTNER and others for Livelihood Opportunities to the student data shared by St. Xavier's College, Mahuadanr.
- 7) St. Xavier's College, Mahuadanr shall ensure maximum participation of eligible students in the Digital Placement Drives and webinars/ Training/Skill Development Courses circulated to the college by encouraging faculty members and students to participate.

## **RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES**

**The Responsibilities of JEEVITAM (in association with it's CSR PARTNER) are as follows -**

1. Digital registration of all open work profiles by participating companies on the **JEEVITAM** platform.
2. Digital registration of all candidates willing to participate in the Digital Campus Placement will be done by calling on a pre-specified number or by submitting information through a link or vide a prescribed format in a MS Excel File.

3. Job matching of available profiles, using our Turbo-Hire algorithm and Automated Robo calls will go to the registered students with skill development & Livelihood Opportunities they are eligible for.
4. Matching candidates to be assigned to each participating employer and vice-versa .
5. Shortlisting and Interview to be done through audio or video mode on the pre-specified date and time.
6. Provisional Offer Letter/ Letter of Intent to be issued online by the employer at the press of a button to all shortlisted candidates.
7. All students who opt for available skill development/Training opportunities will be mapped to the CSR PARTNER Training Partners. Also Online follow up to take place with all participating employers on the final selection status.
8. Real-time Dashboard and reports on - how many available, how many attended, how many interviewed, how many selected for each job profile shall be generated by **JEEVITAM**. The CSR PARTNER Training partners shall be given access to the dashboard of student leads who shall provide training to interested candidates on a chargeable basis from the Students/College Authorities.
9. All the Training & Certification will be provided by the CSR PARTNER Training Partners.
10. The Digital Campus Placement process will ensure complete privacy and data confidentiality.

**The Responsibilities of <College Name> are of as follows -**

1. St. Xavier's College, Mahuadanr shall assist **JEEVITAM** in organizing and conducting Digital Campus Placement Drives which shall be held once every month on a date and time mutually agreed upon by both the parties.
2. St. Xavier's College, Mahuadanr shall aid **JEEVITAM** in this process by establishing a placement committee with required faculty and students heads and members. If a placement committee already exists in the college, the appropriate faculty and students shall be designated specifically for this purpose.

3. St. Xavier's College, Mahuadanr shall provide **JEEVITAM** the name of its authorized College Placement Coordinator (Faculty) and a Campus Ambassador (Student) who will be responsible for Execution & coordination with **JEEVITAM**, CSR PARTNER, College Placement Committees & College Authorities .
4. The authorized college placement coordinator (Faculty) and The designated Campus Ambassador (Student) shall jointly organize and be responsible to hold not less than 2 meetings per month in order to decide the proposed date of the monthly digital campus placement drive and to develop, plan assign responsibilities and coordinate the specific activities agreed upon in the agreement.
5. The authorized college placement coordinator (Faculty) and The designated Campus Ambassador (Student) shall maintain themselves or instruct another college placement committee member to maintain the Minutes of the said Meeting's which shall be shared with authorized personnel of **JEEVITAM**.
6. The students of the said Established College placement committee shall be issued a certificate of merit duly signed by St. Xavier's College, Mahuadanr and **JEEVITAM/CSR PARTNER** upon successfully organizing a minimum of 3 digital campus placement drives in association with **JEEVITAM**.
7. St. Xavier's College, Mahuadanr shall share the database of students in the formats required by **JEEVITAM** for registering students/candidates on the **JEEVITAM** platform and also allow **JEEVITAM** the rights to register its students for Training/Skill Development Opportunities through it's CSR PARTNER and other training partners on the basis of the data provided by the aforementioned college with the fees as applicable by the said training partners.
8. St. Xavier's College, Mahuadanr shall take all steps necessary to communicate the aforementioned objectives under this Agreement to all its students.

### **TERMS AND CONDITIONS**

1. St. Xavier's College, Mahuadanr shall perform the role independently and not in employment to **JEEVITAM**.
2. All activities related to livelihood will be jointly taken up by **JEEVITAM** and St. Xavier's College, Mahuadanr under the provisions of this MOU. Any activity outside the scope of livelihood will not be binding on the other party.



3. **JEEVITAM** will attempt to map livelihood options to participating students based on the information provided by St. Xavier's College, Mahuadanr on a best effort basis and **CANNOT** Guarantee placement of students.
4. The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.
5. If at any time either party is unable to perform their duties or responsibilities under this Memorandum of Understanding consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.
6. The terms of co-operation may be extended beyond the terms mentioned in this MOU, on the basis of discussion & upon mutual agreement.

### **CONFIDENTIALITY**

The Parties agree and acknowledge that any unpublicized knowledge known through the signing and implementation of this MOU, and the information exchanged pursuant to this MOU is confidential information, which shall not be disclosed to any third parties or used for other purpose that is irrelevant to this MOU without the prior written consent of the other party and any party who breaches the confidentiality obligations shall bear the corresponding legal responsibility. Termination of this MOU shall not relieve either party of any obligation with respect to confidential information disclosed under this MOU prior to such termination.

### **AUTHORITY**

Each of the parties warrants that it has all necessary rights, authority, and power to enter into this agreement and that it has obtained all necessary approvals to do so.

### **LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum of Understanding.



### **INDEMNITY**

Both parties shall indemnify each other, from and against any costs, losses, liabilities, and expenses (including legal costs) that may arise from party's breach of this agreement, any thirdparty claims, or any non-compliance with the law.

### **EXCLUSIVITY**

At the time of signing the agreement St. Xavier's College, Mahuadanr pledges to not have any other affiliates of similar nature for the project. Each party will however not bind into an exclusivity agreement as the Non-Disclosure Agreement will serve as the binding terms for implementation of the project.

### **FUTURE OF THE PARTNERSHIP**

Both parties aim to build a long standing partnership where the support from each party will be in benefit to this project or any future projects which may arise from the partnership.

### **TERMINATION**

The MOU may be terminated earlier upon the occurrence of any of the following events:

- (a) By written agreement between the parties; or
- (b) When either party notifies the other in writing electing to discontinue the negotiations and discussions in respect the purpose; or
- (c) Incase of discontinuation of funding received by JEEVITAM from the CSR PARTNER, the Campus Placement drives shall cease to continue for the aforementioned Educational Institution.

### **COSTS**

The Cost of JEEVITAM'S Digital Campus Placement Drive is Rs.10,000 (+ GST as applicable) per month/per drive. As of now, the costs of these Digital Campus Placement Drives are being sponsored by JEEVITAM'S current CSR PARTNER.

Hence JEEVITAM'S CSR PARTNER shall fund the cost of the Digital Campus Placement Drives for St. Xavier's College, Mahuadanr and therefore no charge shall be levied on St.





Xavier's College, Mahuadanr. These Drives shall be conducted once every month for a period of 12 months except for a time period otherwise mutually agreed by both the parties.

The Campus Placement Drives being conducted for St. Xavier's College, Mahuadanr shall cease once JEEVITAM'S CSR PARTNER discontinues its funding to JEEVITAM .In this scenario, it is the discretion of St. Xavier's College, Mahuadanr to discontinue the Digital Campus Placement Drives OR continue conducting Digital Campus Placement Drives as per the aforementioned cost.

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this memorandum and in connection with the performance of its obligations under this memorandum.

No licensing fee shall be issued by JEEVITAM for the technology provided.

### **GOVERNING LAW**

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India & Indian Courts of Delhi having exclusive Jurisdiction with respect to technology usage infringements.

### **ASSIGNMENT**

Neither party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non assigning party, which approval shall not be unreasonably withheld.

### **ENTIRE UNDERSTANDING**

The herein contained Memorandum of Understanding constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto shall supersede and preempt any conflicting provision of this Memorandum of Understanding whether written or oral.

### **AUTHORIZATION AND EXECUTION**

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.



This Agreement is valid and binding on the successors-in-title and permitted assigns of the respective Parties.

IN witness whereof, the parties hereto have executed this MOU in their corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned.

For and on behalf of 1st Party	For and on behalf of 2nd party
(Authorised Signatory)	(Authorised Signatory)
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WITNESS:  1. KG Mohan  2. Vikas Jain	WITNESS:  1. Sr. Kaslin Juliet  2. Fr. John Tirkey

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