



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), hereinafter referred to as "The Memorandum", entered into on **17<sup>th</sup> February, 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**

**VIVEKANANDA COLLEGE**, College with Potential for Excellence, Residential & Autonomous – A Gurukula Institute of Life Training, Re-accredited (3rd Cycle) with 'A' Grade (CGPA 3.59 out of 4.00) by NAAC, Affiliated to Madurai Kamaraj University, Tiruvedakam West, Madurai - 625234, Tamil Nadu (hereinafter referred to as **VIVEKANANDA COLLEGE** 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.

<b>Office Address:</b> VSS Tech Solution Pvt. Ltd. 20 National Park, 1 <sup>st</sup> Floor, Lajpat Nagar-IV, Delhi-110024 Website: <a href="http://www.JEEVITAM.com">www.JEEVITAM.com</a> DPIIT Certificate No.: DPIIT33495	<b>Office Address:</b> Vivekananda College Tiruvedakam West Madurai – 625 234 Tamil Nadu, India.
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It is one of the leading autonomous colleges affiliated to Madurai Kamaraj University with distinct features of Residential and Gurukula system. Besides the core subjects in various disciplines, we offer specialized subjects under autonomy to make our students capable of meeting the requirements of the employers.

The students here undergo life-training from dawn to dusk encircling upon physical, mental and spiritual development. The character of honesty, integrity and sincerity are inculcated in them in the daily routine. The college was recognized as College with Potential for Excellence by UGC.

The Career Guidance and Placement Cell activities are administered by assessing the caliber of the students and by matching with their desire and strengths. The students are given a clear picture about the Job market, job opportunities in various sectors. This activity focuses on building an effective career of the students by developing the skill sets for getting success in that particular job. The influence of personality upon the functional efficiency of a student its impact in building her career is well understood and hence the Cell organizes periodic career guidance and personality development programs.

#### **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 College 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

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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 VIVEKANANDA COLLEGE are of as follows-**

1. **VIVEKANANDA COLLEGE** shall assist **JEEVITAM** in organizing and conducting Digital College Placement Drives which shall be held once every month on a date and time mutually agreed upon by both the parties.
2. **VIVEKANANDA COLLEGE** 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. **VIVEKANANDA COLLEGE** 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.

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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.

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**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 **VIVEKANANDA COLLEGE** and therefore no charge shall be levied on **VIVEKANANDA COLLEGE**. 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 **VIVEKANANDA COLLEGE** shall cease once JEEVITAM'S CSR PARTNER discontinues its funding to JEEVITAM .In this scenario, it is the discretion of **VIVEKANANDA COLLEGE** 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.

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For and on behalf of 1st Party	For and on behalf of 2nd party
	 17/12/2021
(Authorised Signatory)	Principal
Name: Munish Chawla	Name: Swami Vedananda
Designation: Director	Designation: Secretary
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Email: <a href="mailto:munish@jeevitam.com">munish@jeevitam.com</a>	Email: <a href="mailto:principal@vivekanandacollege.org">principal@vivekanandacollege.org</a>
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