

MEMORANDUM OF UNDERSTANDING (MoU) between

RIMT UNIVERSITY and HireMee

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered and effective as of 08/05/2019 by and between:

RIMT UNIVERSITY having its registered office at Mandigobindgarh, Distt. Fatehgarh Sahib, Punjab, India and hereinafter unless the context otherwise requires be referred to as "College".

HireMee, a unit of K.A.A.M Services Private Limited a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at No.483, Seetha Complex, 16th cross, RR Nagar, Bengaluru-560098, Karnataka, India, and hereinafter unless the context otherwise requires, be referred to as "**HireMee**";

And

HireMee, a unit of K.A.A.M Services Private Limited a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at No.483, Seetha Complex, 16th cross, RR Nagar, Bengaluru-560098, Karnataka, India, and hereinafter unless the context otherwise requires, be referred to as "**HireMee**";

Whereas:

RIMT UNIVERSITY and HireMee have entered into discussions on HireMee's provision of free technology assistance to RIMT UNIVERSITY, employability assessments and placement assistance for graduate job seekers registered with Employment Offices of RIMT UNIVERSITY. HireMeeserves as a Virtual Bridge between Recruiters and Aspiring Applicants, especiallyfrom Tier-2 and Tier-3 areas. HireMee is an end-to-end Web Portal and Mobile App developed with the intent to reach out to all graduate job seekers, Employment offices, Corporates and Recruiters can register through the HireMee Portal and assessments are directly carried out by HireMee. The entire recruitment process will be seamlessly linked on a chain.

HireMee and RIMT UNIVERSITY desire to enter into this Memorandum setting out the terms and conditions under which the purpose and scope of this MOU will be achieved.

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Article 1 Effective Date

The Parties hereby agree that the Effective date of this MOU shall be the date on which it is signed. The preamble to this Agreement constitutes an integral part thereof.

ARTICLE 2 Purpose and Scope

Purpose: This MOU outlines the mutual cooperation between the two parties for helping in understanding the gap in employability skills through HireMee assessments and also help in offering placement support especially in rural areas; help the academia understand the gap in skills and support them with industry specific inputs; and provide an opportunity to all the students by connecting them to the right jobs.

This is a Corporate Social Responsibility (CSR) effort to discover diamonds among students in rural and urban job seekers free of cost.

Role and scope of cooperation: The Parties agree to, in the spirit of mutual cooperation, use best efforts towards fulfillment of their respective obligations in achieving the purpose of this MOU.

This MOU outlines the commitments of both the Parties.

- 2.1 **Commitments of** RIMT UNIVERSITY:
 - Informing all Employment offices and National Career Service Centers/MCC about HireMee's services and act as a platform for helping Job seekers from graduate, Diploma candidates get assessed with support for employment opportunities by linking companies for hiring.
 - Support awareness for <u>www.hiremee.co.in</u>, byinforming job seekers through e-mail/circular/assembly/bulletin board notices and any other medium that provides similar and suitable benefit.
 - Support HireMee by allowing to put up posters and HireMee link in the Website.

2.2 Commitments of HireMee:

- Provide the free online and app-based platform www.hiremee.co.in for job seekers to find suitable candidates for jobs.
- Provide access to web portal and mobile app for all graduate job seekers who have registered in the NCS and Employment office pan India and help them in getting placements.
- Help bridge the gap in specific employability skills, especially in rural areas and support them with industry-specific inputs.

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ARTICLE 3 Confidentiality

- 3.1 This document is confidential. Both the parties agree to maintain in confidence, and not reveal to any person or body, rights and obligations of the Parties or any information or data which it receives through the other pursuant to this Agreement. The provision of Confidentiality shall survive the termination of this MOU and continue to bind the parties.
- 3.2 Both parties hereby declare that they know that this undertaking will be in force during the validity of this MOU, as well as at any time after this MOU is terminated.
- 3.3 Both parties declare that they know that the undertaking pursuant to this agreement is a pre-requisite for each party to enter into this MOU with the other, and that without this declaration each would not be willing to enter into an agreement with the other.

Article 4

Intellectual Property

- 4.1 Intellectual Property means all systems, processes, procedures, proposition descriptions, models, copyrights, trademarks, trade secrets, and patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 4.2 All Intellectual Property brought-in/used by HireMee for any of the activities/projects undertaken under this MOU shall belong to HireMee at all times.
- 4.3 The Materials provided by HireMee are protected by copyright, including without limitation by Copyright Law and other applicable laws in India.
- 4.4 RIMT UNIVERSITY will not reveal, make use of or commercialize any of the confidential information provided by HireMee either during the currency or after termination of the related Agreement for a period of 5 years.
 - 4.5 HireMee will retain the right of ownership to all the Intellectual PropertyRights.
 - 4.6 RIMT UNIVERSITY shall not use Intellectual Property that is in any way based on the systems, processes, protocols, propositions and models of HireMee, even though RIMT UNIVERSITY may have amended and added to the foundation Intellectual Property.

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ARTICLE 5 General Provisions

- 5.1 Both Parties agree to maintain at all times, a one-point contact for undertaking and overseeing the initiatives listed out in this MOU. Any change in the contacts will be promptly notified to the other Party.
- 5.2 This MOU references good faith efforts by both RIMT UNIVERSITY and HireMee and is an expression of the Parties' current intent and recognizes the fact that the execution of some of the terms of the MOU could require the Parties to enter into definitive, agreements. It is understood that without such definitive agreements, the terms of the MOU are not legally binding and will not be relied upon by any party for any purpose and no party is or will be bound by the terms of this MOU, unless and until definitive agreements are signed.
- 5.3 Term and Termination:

The Terms and Conditions agreed under this MOU shall commence on 08/05/2019 and shall remain in effect until terminated.

This MOU may be terminated by:

a) The execution by the parties of a subsequent agreement or

b) Agreement of all the Parties to terminate or otherwise withdraw from this MOU.

- 5.4 Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- 5.5 Applicable Law: The construction, interpretation and enforcement of this MOU shall be governed by the laws of India. The court of ------ shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be RIMT UNIVERSITY, Punjab, India.
- 5.6 This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU.
- 5.7 Any notice under this MOU will be in writing and delivered by hand or by registered post acknowledgement due, to the other party at the registered office or as may be substituted by the notice. If any notice sent by e-mail, post will be effective on the date of receipt.
- 5.8 Severability: Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

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Third Party Beneficiary Rights: The parties do not intend to create in any other 5.9 individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinabove written.

RIMT UNIVERSITY PUNJAB

HireMee

Raher Mol Authorised Signatory 05/05-19

Authorised Signatory

Name: Er. Rakesh Mohan

Position: Registrar

Date: 08/05/2019

Registrar **RIMT University** Mandi Cobindgarh Name: Deepain Manra

Title: Senior Campus Relationship Manager

Date: 08/05/2019

Witness

Name: Dr. Mohinder Pal

Windola Signature:

Designation: Director Planning & Monitoring

Witness

Name:

Signature:

SHIPRA

Designation: