

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, herein after referred to as "MOU" is a mutual understanding made at Hyderabad on the **27th day of January 2023** by and between **Monster.com (India) Private Limited**, a company incorporated under the Indian Companies Act, 1956, having its registered office at Wing B, 6th Floor, Smartworks, Aurobindo Galaxy, Plot No 01, Sy. No 83/1, TSIC, Hitech City, Raidurg, Hyderabad Telangana 500081 INDIA (hereinafter referred to as 'Monster', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;

And

ARKA JAIN UNIVERSITY, A unit of **ARKA EDUCATIONAL & CULTURAL TRUST** organized under the Indian Laws having its Corporate Office at D-28, Danish Arcade , Opp. Asian Inn Hotel Dhatkidih, Jamshedpur-831001 and Campus at Mohanpur , Opp. Kerala Public School, Gamharia , Dist - Seraikela Kharsawan, Jharkhand -832108 represented by the Registrar, Mr. Jasbir Singh Dhanjal its authorized signatory (hereinafter referred to as 'Institute', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART. (Monster and Institute are hereinafter collectively referred to as "the Parties" and severally as "Party")

WHEREAS Company is inter alia engaged in providing online recruitment solutions, internet services, training solutions including but not limited to online Courses, Services and Products and is responsible for the functioning of its website/platform www.foundit.in (Company platform or Platform) and Institute is in the business of 'Education Provider' and is desirous of taking service from Company as described hereunder to facilitate Company's online recruitment solution for opportunity to registered users ("users"), on the terms agreed and contained herein;

NOW, it is agreed between the parties hereto as follows:

1. Company's Obligation:

- a. To assist Institute for online recruitment solution to the registered users with www.foundit.in along with any required career services as per Service subscribed.
- b. Enhance Institute visibility as a brand on Company platform and marketing communication including online display of Institute's profile to attract companies, as may be feasible; and providing access to its website as stated above and other Company websites as per arrangement between the Parties.
- c. Company to share communication to registered users for completing their profile by regularly updating all relevant details (i.e., Upload Resume, Educational Qualifications, Skills, etc.) required during the registration process to enhance user visibility on the Company portal and among recruiters.

Monster.com (India) Private Limited

Registered Office: Wing B, 6th Floor, Smartworks, Aurobindo Galaxy, Plot No 01, Sy. No 83/1, TSIC, Hitech City,

Raidurg, Hyderabad Telangana 500081 INDIA; Phone No. +91 40 66116000/6100; Fax: +91 40 66116111,

Email: info@monsterindia.com; Website: www.monsterindia.com; CIN U72200TG2000PTC035617



- d. Company will provide communication to Institute for circulation among students to create awareness and prevent fraudulent calls/ emails from any third party. The Institute is responsible to communicate the provisions of this sub clause to its students to avoid any online fraud to its students. Company does not charge candidates in cash or kind for registration on the Company portal, any job placements and, attending Virtual/Offline Career Fairs and, job fair events. Company will not be responsible for any monetary transactions done by the students with any recruiters/employers for any job interview and/or to get placement.
- e. Company will provide job alerts, informative articles and content, invitation to 'Open to all' Virtual Career Fairs, Webinars and any other online/ offline events organised by Company for the registered users and students of the Institute without any fees/charges.
- f. Company neither guarantees nor offers any warranty about the response from or the credentials of the prospective employer/organisation, which would receive the information and subsequently contact the Institute and/or candidates.

2. Institute's Obligation:

- a. Recognise Company as the internship, final placement and career services partner in internal and external communication including but not limited to website, brochure, social media pages, etc.
- b. Institute shall provide Company the name of its authorized representative (SPOC) who shall serve as single point of contact and facilitate student registration and active participation on Company portal.
- c. In the event where SPOK shares Candidate/users data in excel format for uploading on Company portal, Institute shall obtain the prior consent of the candidates/users before uploading their details on Company platform. Users' data shall include name, education qualification, branch, year and contact details. Inability of Institute to register and verify the users' data shall not entitle the users in availing the services under this MOU.
- d. Institute will promote the Company association among all its students to encourage them to register on the Company's portal/s.
- e. The Institute shall be responsible for appropriate use of the Services subscribed under this MOU.

3. Terms of Agreement:

Commercials: This is a non-commercial MOU wherein neither party is required to make any payment to other party for carrying out the responsibilities listed in under this MOU.

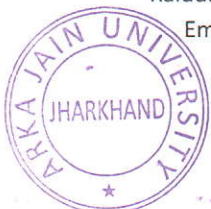
4. Term and Termination

This MOU shall be effective from the date hereof and shall continue to be in full force and effect unless terminated earlier by either party with a One Month notice. Thereafter, this MoU may be renewed for further periods by mutual agreement between both the parties.

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5. Disclaimer & Liability

To the extent permitted by law, Company disclaims any and all the liabilities and all warranties, whether express or implied, including the warranty of merchantability, fitness for particular purpose and non-infringement. Company makes no warranties about the accuracy, reliability, completeness, or timeliness of the services, software, and links. In no event, Company shall be liable for any incidental, indirect, consequential, or special damages or any other liability or any third-party claims.

6. Dispute Resolution

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU promptly by negotiation between authorised representatives of both parties. Courts at Hyderabad, Telangana, India shall have the sole and exclusive jurisdiction.

Signed and Delivered by The Authorised Representative of Parties to this MOU:

FOR AND BEHALF OF Monster.com (India) Private Limited	FOR AND BEHALF OF ARKA JAIN UNIVERSITY
	
Name: Dr. Sangeetha Shyam Sundar	Name: Mr. Jasbir Singh Dhanjal
Designation: Manager – Special Initiatives	Designation: Registrar
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