MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANING** (this "MoU"), is made on the 2nd day of March, 2017 between **Josh Technology Group**, having its office at #861, Phase 5, Udyog Vihar, Gurgaon, Haryana - 122016, INDIA (hereinafter referred to as **"JTG"**) and Maharaja Ranjit Singh Punjab Technical University, Bathinda, having it principal location at Bathinda (hereinafter referred as the **"University"**).

RECITALS

JTG and **Institution** are hereinafter collectively referred to as the "Parties" and individually referred to as the "Party". Each Party in this agreement has the legal authority and capacity to enter into this agreement.

The individual colleges / institutions associated with the **University** are referred to as **"Institution"**.

WHEREAS **JTG** is providing its product **CALYXPOD** for use by the **University** and its **Institutions** for their convenience and as a tool to help them perform their job in a more efficient manner;

WHEREAS the **University** desires to engage with **JTG** to use its product **CALYXPOD** by itself and its **Institutions**;

Whereas the Maharaja Ranjit Singh State Technical University, Bathinda, a university of high repute, is endeavoured to state of Punjab and the country and Technical Education system as a whole. It is considered as a trend-setter in the area of education and research in the field of Engineering, Technology, Science and Management.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations by the parties hereto, the receipt and sufficiency of which both parties hereby acknowledge, it is agreed as follows:

1. SCOPE of CALYXPOD

JTG will provide its product **CALYXPOD** over the internet. **CALYXPOD** will be offering the following features for use by the **University** and the individual **Institutions** for their convenience and as a tool to help them perform their job more effectively:

1.1 **University** and each of its **Institution** will be provided its own **Community** on **CALYXPOD** with a URL similar to https://Community.Calyxpod.Com.

1.2 **University** and each of its **Institution** will be able to update its contact details & logo.

1.3 **Institution** will be able to define and manage any number of courses or degrees that it offers to the students.

1.4 **University** and each of its **Institution** will be able to add any new team member to its **Community** on **CALYXPOD**, or suspend any team member from its **Community** on **CALYXPOD**. **Institution** will also be able to manage the permissions and roles of each individual team member on its own.

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1.5 **University** and each of its **Institution** will be able to define and manage up to five (5) departments on **CALYXPOD** for managing their placement activities across different courses offered by it. **University** and each of its **Institution** will be able to associate any number of courses or degrees with each of the departments.

1.6 **University** and each of its **Institution** will be able to add and manage up to twenty (20) active members in each department defined by it.

1.7 Each Department team member, as per the role & permission assigned to it, as defined by CALYXPOD, will be able to add and manage students belonging to various courses linked to the Department.

1.8 Department team member as per the role & permission assigned to it, as defined by CALYXPOD, will be able to invite Students to CALYXPOD.

1.9 Institution, as defined by CALYXPOD, will be able to decide if the students can update their academic details by themselves or only the Department team members must be allowed to update the academic details of various students.

1.10 Institute Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to download an Excel of the various students being taken care of by it. University Team Members will also be able to download the Excel if permitted by the Individual Institutes.

1.11 Institute Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to view and download various resumes submitted by the student. University Team Members will also be able to view and download the resumes if permitted by the individual Institutes.

1.12 Institute Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to define and manage various placement events being organized by them for the students.

1.13 University Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to define and manage various pool campus placement events being organized by them for the students. University will be able to invite its Institutes to participate in the same. University will be able to directly shortlist and notify the Institute's Students if permitted by the individual Institutes else the Institute will receive the University's invitation and notification. Post that the Institute will share the list of interested Students with University.

1.14 University and Institute Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to view / download the following lists of students for the placement events organized by them:

1. Students who are eligible for a placement event.
2. Students who have registered for the placement event.
3. Students whose applications have been approved for being sent to the Company.
4. Students whose applications have been shortlisted by the Company for appearing in the placement event.
5. Students who have been selected for offers by the company in the placement event.

1.15 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to view the list of all the Placement Events being organized for a batch.

1.16 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to view the list and the details of all the offers made to the students of a batch.

1.17 Individual students will be able to edit / update the following details in their profile and generate their Resumes.

1. Personal Details (excluding the Name, Course, Roll Number)
2. Contact Details (excluding the Primary Email Address)
3. Academic Details
4. Project Details
5. Professional Experience Details
6. Seminar / Training Details
7. Research / White Paper Details
8. Achievements, Extra Curricular Activities, Personal Interests / Hobbies.
9. References

1.18 Department Heads can decide if they would like to make it mandatory for students to seek approval on their resume content before they can submit the resume at the time of registering for a placement event or if the students can directly submit the newly generated resumes without seeking the approval from the Department.

1.19 Students will be able to view the various placement event opportunities for which they are eligible.

1.20 Students will be able to Register for the Opportunities they are eligible for. Student can do so only within the period the Department has opened the Registration. Department will be allowed to change the dates of Registration as per their requirements.

1.21 Students must be able to see the details of the Job / Internship offer received by them.

1.22 Notifications will be generated on CALYXPOD to keep students informed of the various placement events schedule being organized by the Department. These Notifications will be based on the details provided by the Department Team Members.

1.23 Institute will be able to view the Placements Events Calendar for all the events being organized for its students. University will be able to view the Calendar of each individual Institute if it has the permission to do so.

1.24 University and the Institutes will be able to share the details of the Students with the companies directly from CALYXPOD.

1.25 Students and the Department Team Members will be able to engage with each other via various Forums. They will be able to create public and private forums. Department Team Members will be able to create Forums for Students to share the experience of various placement events. These forums will be open for participation of all other Batch Students also so that they can prepare better for the placement events.

1.26 If a minimum of twenty (20) Institutes / Colleges of the University start using CALYXPOD then the following features will also be provided.

1.26.1 Mobile Application for Students and Department Team Members

1.26.2 Institute will be able to view the reports of various placements event related activities and the offers received by its students.

1.26.3 University will be able to view the Reports of all the Colleges / Institutes provided it has the permission / right to do so as per its understanding with individual Colleges / Institutes.

1.26.4 University and the Institute will be able to open these reports for viewing by Students.

2. SUBSCRIPTION FEES

JTG will provide the features of **CALYXPOD** mentioned in this MoU for use by the University free of cost for engaging with all of its Institutes / Colleges.

JTG will provide the features of **CALYXPOD** mentioned in this MoU for use by the **Institution** free of cost for up to a maximum of thousand (1000) students in one (1) Batch. All students graduating in one calendar year are termed together as a single Batch. These students may belong to any course and the graduating month (in one calendar year) of each course may be different from the other.

Additionally **JTG** will also permit the **Institution** to be able to add & invite its per-final year students and manage their internship opportunities without any cost to the **Institution**.

JTG commits to let the **Institution** use the features of **CALYXPOD** mentioned in this MoU free of cost for the first two (2) years from the date of signing of this agreement. Post the 2 years of using **CALYXPOD**, the price shall be tentatively Rs.50 per student for one year for the features mentioned in this MoU.

JTG will provide a capability to the **University / Institution** to send SMS and EMAIL Notifications to Students via **CALYXPOD**. However the same will be chargeable based on the number of SMS and Email Notifications sent by the **Institution**. The cost for SMS and Email Notifications can be shared if required.

3. New Features

JTG will keep introducing new features on **CALYXPOD** from time to time. It will notify the **University** and the **Institutes** about those features and the terms of use for the same. The features being offered for free will be automatically rolled live for use by **University** and the **Institute**. For paid features the University and the Institute will be able to decide if they want to avail those features.

JTG expects to introduce the following features on CALYXPOD in the calendar year 2017. JTG will notify the University and the Institutes about these features in detail along with their exact schedule when it gets close to making these live for use.

1. Management / Tracking of Projects.
2. Management of Industrial Trainings / Internships.
3. Management of Seminars, Workshops.
4. Placement Event Day Tracker.

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CALYXPOD

4. DATA SECURITY

As per this agreement all the details collected from the students and all data stored and retained in **CALYXPOD** shall not be misused, distributed, and sold by **JTG** to any third party for commercial purposes.

That **JTG** undertakes and ensures that it shall take all optimum steps and shall guarantee to its best capacity and capabilities to provide security and protect the information stored on **CALYXPOD** in accordance to all prevalent and established internet protocols.

5. TERM, TERMINATION and REVIEW

This Agreement is valid from the Effective Date (date of signing of the agreement) outlined herein and is valid until two (2) years from the date of signing of the agreement.

This Agreement will be reviewed once the deadline has expired and may be continued by mutual consent of both parties.

University may choose to end this agreement at their will at any date before the expiry of the two (2) year period. JTG on receiving a notification from the Institution for ending the contract will disable the University's Community on CALYXPOD.

6. DISPUTE RESOLUTION: ARBITRATION CLAUSE

Every dispute, difference, or question which may at any time arise between the parties, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the sole arbitrator appointed by **JTG** and in the event of any failure to commence or to continue arbitration by the arbitrator for any reasons whatsoever, the new arbitrator shall be appointed by **JTG** only.

The arbitration shall be governed by the applicable Indian Laws. The seat of arbitration shall be in Delhi, India.

7. MISCELLANEOUS:

a) The Parties agree to attempt in good faith to resolve any dispute or disagreement of any kind whatsoever between or among them in connection with or arising out of this agreement, including any question regarding its existence, validity or termination ("Dispute") expediently and amicably to achieve timely and full performance of the term of this agreement.

b) All claims regarding this Agreement are governed by and construed in accordance with the laws of Delhi state and central government of India applicable to contracts wholly made and performed in such jurisdiction, except for any choice or conflict of law principles and must be litigated in Delhi state jurisdiction only.

c) This Agreement binds and inures to the benefit of the parties' successors and assignees. This Agreement is not assignable, delegable, sub-licensable, or otherwise transferable by the **University** of the **Institutions** in whole or in part without the prior consent of **JTG**. Any transfer, assignment, delegation or sublicense by **University** or the **Institutions** done otherwise without consent is absolutely invalid.

IN WITNESS WHEREOF the Parties hereto have entered into this Agreement the day and year herein above written.

Signed and Delivered by The Authorized Representative of Parties to this Agreement:

02/03/2017

(Authorized Signatory)

First Party
Josh Technology Group
Royston Botelho
(Business Head)

Witness:

1. _____ 2/3/2017 RISHU GUPTA.

Dated: 02.03.2017

02/03/2017

(Authorized Signatory)

Second Party
Prof. (Dr.) Jasbir Singh Hundal
Registrar
Maharaja Ranjit Singh,
Punjab Technical University, Bathinda

Witness:

2. _____ 02/03/2017
(Dr Ashok kumar Goel)

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