



VIGNAN'S
Foundation for Science, Technology & Research
(Deemed to be University)
-Estd. u/s 3 of UGC Act 1956



Memorandum of Understanding (MOU)

Between

VIGNAN'S (Deemed to be University), Guntur.

And

HireMee

This Memorandum of Understanding ("MOU") is entered into and effective as of 1st August 2018, by and between:

HireMee, a unit of KAAM 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

VIGNAN'S (Deemed to be University), having its registered office at Vadlamudi, Guntur Dist., Andhra Pradesh-522213 and hereinafter unless the context otherwise requires be referred to as "VIGNAN'S".

Whereas:

VIGNAN'S and HireMee have entered into discussions on HireMee's provision of free technology assistance to VIGNAN'S, for job placements for students of VIGNAN'S (Deemed to be University). HireMee serves as a Virtual Bridge between Recruiters and Aspiring Applicants esp. of Tier-2 and Tier-3 areas. HireMee is an end-to-end Web Portal and Mobile App developed with intent to reach out to all students, recruiters and colleges across the country in these areas who will benefit from using the HireMee. Students, Colleges, Corporates and Recruiters can register through HireMee Portal, and assessments are directly carried out by HireMee. The entire recruitment process will be seamlessly linked on a chain.

HireMee and VIGNAN'S 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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HireMee

Discover Your Diamond

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 bridging the gap in employability skills by imparting suitable training especially, in rural areas; help the academia understand the gap in skills and support them with industry specific inputs; and provide an opportunity to the all students by connecting them to the right jobs.

This is a Corporate Social Responsibility (CSR) effort to discover diamonds in students in rural and urban colleges 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 VIGNAN'S:

- Informing to VIGNAN'S, Guntur Campus Directors about HireMee's services and act as a platform for helping students find employment opportunities by linking industries for hiring.
- Support awareness for www.hiremee.co.in, by having colleges inform students through e-mail/circular/assembly/bulletin board notices and any other medium that provides similar and suitable benefit.
- Support HireMee by allowing to put posters and other awareness material for colleges to disseminate the information to students across campus on bulletin boards, notice boards, emails, etc.



2.2 Commitments of HireMee:

- Provide the free online and app based platform www.hiremee.co.in for Students and Recruiters to find the best students for jobs.
- Provide access to web portal and mobile app for all students studying in VIGNAN'S – Guntur campus and help them in getting placements.
- Help academia to understand the gaps in skills and areas of improvement
- Help bridge the gap in specific employability skills especially in rural areas and support them with industry specific inputs.
- Support VIGNAN'S Guntur Campus in increasing awareness of www.hiremee.co.in among students, colleges and universities by providing the required materials.

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 VIGNAN'S 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 Property Rights.

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 VIGNAN'S 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.



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5.3 Term and Termination:

The Terms and Conditions agreed under this MOU shall commence on 1st August, 2018 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 courts of Bangalore shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Bangalore, 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.

5.9 Third Party Beneficiary Rights: The parties do not intend to create in any other 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 parties 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.

VIGNAN'S (Deemed to be University)

HireMee

[Handwritten Signature]

[Handwritten Signature]

Authorized Signatory

Authorized Signatory

Name: Commodore Dr.M.S.Raghunathan

Name: D.Gowri Shanker

Position: Registrar

Position: Regional Manager

Date: 01.08.2018

Date: 1/8/2018

Witness

Witness

Name: D.Vijay Krishna

Name: Sayyad Noorjan

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Designation: Dean T&P

Designation: Territory Manager