

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING, herein after referred to as "MOU" is a mutual understanding made at Mumbai on the 27th day of January 2022 by and between Monster.com India Private Limited, a company incorporated under the Indian Companies Act, 1956, having its registered office at 7-1-79,79/5,6,7 & 7-1-80, 1st Floor, Capital Building, Ameerpet, Hyderabad-500016, Telangana, 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

Brahmdevdada Mane Institute of Technology, Solapur (A unit of Society Kai. Amdar Brahmdevdada Mane Shikshan Va Samajik Prathishthan, Belati) organized under the Indian Laws having its principal place of business Solapur-Mangalwedha-Kolhapur State Highway, Belati, Tal. North Solapur, Dist. Solapur, Maharashtra represented by Prof. S.G Kulkarni, I/C Principal 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 Monster is inter alia in the business of e-recruitment solutions and is responsible for the functioning of its websites www.monsterindia.com and Monster First Job webpage and Institute is in the business of 'Education Provider' and is desirous of taking service from Monster as described hereunder to facilitate Monster's online recruitment solution for opportunity to registered users ("users") at Monster First Job Program, on the terms agreed and contained herein;

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

1. Responsibilities of Monster

Monster shall provide to Institute post 60% registration of total student strength:

- a) Recruiter attention on the Monster website to students registering on Monster India portal
- b) Invitation to 'Open to all' Virtual Career Fairs (VCF), Webinars, and any other events organized by Monster India
- c) Internship/ Live Projects/ Final placement opportunities from and at Monster India portal
- d) Fresher job alert mailers to registered students throughout the process
- e) Launch, manage and promote the College Ambassador programme
- f) Webinar of 1.5 hours on one topic related to 'Becoming Corporate Job ready' by Industry Experts
- g) Discounted paid career services, assessment tests and external training, if any, as per college requirement will be charged on mutually agreed rates as per the deal under Monster First Job Program
- h) Institute shall provide the details of its authorised representative ("SPOC"/ "TPO") to Monster for the Service operation. Monster will provide the details to SPOC after execution of this Agreement. SPOC shall be responsible for providing the Institute's Candidates / Students information to Monster.
- i) The Service provided for the period mentioned above is currently without any financial consideration to the Institute except for a paid career services and other paid

services as per sub para g) above. Any additional services involving financial consideration during the above period shall be undertaken with mutual consent of both parties. The Institute has the sole responsibility to obtain all the consent and acceptance from its students for engaging any of the programs/projects within the ambit of this MOU.

a. Monster's Obligation:

- a) To assist Institute for online recruitment solution of registered users along with any required training session as per Service subscribed. Enhance visibility of the Institute as a brand on Monster 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 Monster websites as per between the Parties.
- b) Monster will provide a unique link to Institute for registration of its students on Monster portal. The tracking will happen through this link. Registered students need to complete their profile by regularly updating all relevant details (i.e. Upload Resume, Educational Qualifications, Skills etc.) required during the registration process to enhance visibility on the Monster portal and among recruiters.
- c) Monster will provide communication to Institute for circulation among registered users to create awareness and prevent fraudulent calls/ emails from any third party. Monster does not charge candidates in cash or kind for job placements, attending Virtual Career Fair, Webinars or arranging job interviews. Monster will not be responsible for any monetary transactions done by the students to recruiters to get placement. The Institute is responsible to communicate the provisions of this sub clause to its students to avoid any online fraud to its students.
- d) Provide informative articles and content delivered through platform and to improve chances of user's employability.
- e) Monster does not guarantee or offer any warranty for any response from any employer or recruitment consultants to Institute after the Services commenced by Monster under this Agreement. Monster neither guarantees nor offers any warranty about the credentials of the prospective employer/organisation, which would receive the information and subsequently contact the Institute and/or candidates. Monster reserves its right to reject any insertion or information/data provided by the Institute in the Monster First Job webpage without assigning any reason, Breach any provision of this Agreement by the Institute may lead to discontinuance of subscribed service by Monster and /or pursue all other available remedies under applicable laws.

2. Institute's Obligation:

- a. Institute shall provide Monster the name of its authorized representative (SPOC) who shall serve as single point of contact with Monster and ensure submission of Candidates / users' data within the agreed timelines.
- b. Verification of the users' data by SPOC of Institute. 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 Agreement. Institute shall be solely responsible for the submission of any wrong, incomplete or incorrect users' data or profile in the Monster India portal/Monster First Job webpage and the authorized representative of Institute shall be responsible for incorpo-

rating the users' data on the Monster website and make changes from time to time in the event of any change in the users data and profile.

c. The Institute shall be responsible for appropriate use of the Services subscribed under this Agreement

d. Institute shall be solely responsible for the Monster First Job Program Services appropriated by it under this Agreement to users and / or candidates. Institute further undertakes that the Services subscribed by it under this Agreement is solely for the purpose of its proper appropriation to the users and/or candidates and not for its commercial use / purpose.

e. By posting user data ("User Content") to any Monster Site, User / Candidate and Institute automatically grant, and represent and warrant that they have the right to grant, to Monster an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such User Content and to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses thereof.

f. No unauthorised / fraudulent use of user content: Institute shall ensure the usage of content for lawful purposes and only for the purposes as permitted under the scope of this Agreement. Promotion of any illegal activity or marketing of products and other service purposes or spamming of the content by it except for the facilitation of services under this Agreement are also prohibited. Monster shall have the sole right to decide as to what constitute as a breach of these requirements by Institute.

g. Institute undertakes and warrants that the Mobile No./Email id of the candidates provided/uploaded either by Candidate/Institute/Monster to Monster's website for communicating them for the career/tests related information/communication is verified by Institute candidate before submission and is correct and Institute further warrants that the candidates have consented to use their Mobile No./ Email id provided/uploaded by it to Monster's website for communicating them through SMS by Monster and/or its service providers for the provision of the Services agreed between the Parties. In the event of any complaint at the end of candidates with respect to DND and other issues, Institute shall provide all the relevant details desired by Monster for resolving any such issues.

3. TERMS OF AGREEMENT:

This Agreement is between your Institution or company or organization ("You") and Monster.com India Pvt. Ltd. ("Monster") and governs use of the Monster website or websites in which services are subscribed under this Agreement (each a "Site" and, together, the "Sites"). This agreement shall continue and be effective till the validity period of the product and services subscribed by you. If you breach any provision of this Agreement, Monster may (i) discontinue Your service and/or (ii) pursue all other available remedies to protect it. Any extension of services covered under the scope of the Agreement shall be at the discretion of Monster.

You agree to comply with all the applicable laws, including but not limited to the laws relating to contracts, labour and employment laws, data privacy laws, cyber laws and laws relating to intellectual property.

Navigation/Search Engines: Notwithstanding anything to the contrary contained herein, You shall not use or attempt to use, and shall cause each party under your control not to use or attempt to use, any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, avatars or intelligent agents) to navigate or search any Site other than the search engine and search agents available on such Site. The contents of the website (including without limitation all job postings and all resumes), and all elements, which are a part of the foregoing, and all intellectual and other proprietary rights therein, are the property of Monster. Neither you nor any of your employees shall do anything, which would in any way damage, injure or impair the validity of Monster's rights in the contents of the web Site. To the extent permitted by law Monster makes no warranties, express or implied, including the warranties of merchantability, fitness for a particular purpose, or non-infringement with respect to its services or any site, or results of use thereof and all warranties and conditions, express or implied are hereby excluded.

You agree to indemnify Monster, its officers, directors, employees and agents, from and against any claims, actions or demands, arising or resulting from Your breach of this Agreement or from Your provision of any material to any Site, including but not limited to claims of breach of third party intellectual property rights. Neither party will be liable to the other party (nor to any person claiming rights derived from the other party's rights) for incidental, indirect, consequential, special, punitive or exemplary damages of any kind - including lost revenues or profits, loss of business or loss of data - arising out of this agreement, regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility thereof. Your use of the Monster First Job program webpage / site is subject to the Terms of Use, and / or Terms and Conditions of the website available from such web Site's homepage as may be amended from time to time.

This Agreement (i) constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements or understandings relating thereto as well as any purchase orders not supplied by Monster that have been or may from time to time be submitted by you, (ii) may be signed in counterparts, (iii) shall be governed by the laws of India (iv) may not be amended, terminated or waived orally, and (v) may not be assigned, in whole or in part, directly or indirectly, by operation law or otherwise, by you and only comes into existence when signed by You and Monster. Monster will be entitled to assign all or any of its rights and obligations hereunder. Any terms of this Agreement that may be invalid shall not affect the validity of enforcement of the remaining valid terms of this Agreement. The terms and conditions of this Agreement may not be amended without the affirmative written consent of Monster.com India Pvt. Ltd. This MOU will automatically renew on annual basis unless either party gives a 30 days prior notice for its termination before the annual renewal. Monster reserves the right to terminate this MOU immediately in the event any material breach of the terms of this MOU by the Institute including but not limited to breach / infringement of Monster intellectual property rights or any third Party rights or breach of any provisions of the MOU. Every Dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the Sole Arbitrator nominated by the First Part, the award passed by the Ar-

bitrator shall be final and binding on the parties hereto. The venue of Arbitration shall be Hyderabad. All and any disputes shall be subject to the exclusive jurisdiction of the Courts at Hyderabad, India.

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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives in one or more counterparts, each of which shall constitute an original effective as of the day and year set forth above.

The persons signing this Agreement on behalf of the parties hereto certify that they are duly authorized by their respective entities to sign and execute this Agreement for and on behalf of their entities/organizations by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

SIGNED ON BEHALF OF MONSTER:

Sangeetha Shyam Sundar

Name: Sangeetha Shyam Sundar

Designation: Manager – Special Initiatives

Email: sangeetha.sundar@monsterindia.com

Phone: +91 9820124916

SIGNED BY AUTHORISED REPRESENTATIVE OF MEMBER:

Prof. S.G.Kulkarni

Name: Prof. S. G. Kulkarni

Designation: I/C Principal

Email: bmit@bmssp.org

Phone: 9767107059

Witness:

1. Garapati Shanmukh Sai

(Garapati Shanmukh Sai, Asst. Manager – Marketing, Monster

Address: Flat No 304, Lakshmi Apts, Street No 3, Sanath Nagar, Hyderabad - 500018)

2. Prof. R. P. Nagarkar

(Prof. R.P Nagarkar, Training and Placement Officer, 55/49, Bhavani Peth, Solapur. Mobile: 9767107089, Email: tpo@bmssp.org)

Signature: Sangeetha Shyam Sundar
Sangeetha Shyam Sundar (Jan 27, 2022 16:49 GMT+5.5)
Email: sangeetha.sundar@monsterindia.com

Signature: Prof. R. P. Nagarkar
Prof. R. P. Nagarkar (Feb 2, 2022 15:26 GMT+5.5)
Email: tpo@bmssp.org

Signature: Prof. S.G.Kulkarni
Prof. S.G.Kulkarni (Feb 2, 2022 15:12 GMT+5.5)
Email: bmit@bmssp.org

Signature: Garapati Shanmukh Sai
Garapati Shanmukh Sai (Feb 2, 2022 15:28 GMT+5.5)
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MoU - MFJ (Brahmdevdada Mane Institute of Technology Solapur)

Final Audit Report

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