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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Kanpur Institute of Technology

AND

**ZAPHIRE INFORMATION TECHNOLOGY AND
SERVICES PRIVATE LIMITED**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 27 July 2022 by and between

Kanpur Institute of Technology, the First Party represented herein by its **DIRECTOR Dr. Brajesh Varshney** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

ZAPHIRE INFORMATION TECHNOLOGY AND SERVICES PRIVATE LIMITED (U72900TN2021PTC140751), **THE SECOND PARTY**, and represented herein by its **DIRECTOR DIVAN GAMALIEL**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') and

WHEREAS:

The First Party & Second Party (Kanpur Institute of Technology, Kanpur Institute of Technology and Pharmacy, Kanpur Institute of Higher Education) believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities to benefit students and job seekers.

The Parties intend to cooperate within the area of Skill-Based Training and Placement

Assistance and Internships.

Now, therefore, in consideration of the mutual promises set forth in this MoU, the parties hereto agree as follows:

1. SCOPE OF THE MOU

1.1 Co-operation and Collaboration: The students from the institution can play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge and career prospects.

1.2 Placement of Trained Students: The Second Party will actively engage to help in the placement of the students of the First Party in suitable jobs and internships.

1.3 There is no financial commitment on the part of either party in the scope of these assisted placement initiatives offered by the Second Party. The placement assistance offered is subject to the following terms:

- 1.3.1 To be considered for placement assistance /Internship, students must be registered in the Zaphire platform.
- 1.3.2 Students must create a VIDEO resume using the available templates on the Zaphire app.
- 1.3.3 All VIDEO resumes must be in English, and meet the minimum quality criteria as ascertained and checked by Zaphire's representatives regarding aspects like completeness, the accuracy of the information, quality of audio and video etc.
- 1.3.4 Zaphire's computer algorithm and its representatives will screen and shortlist the students for various available opportunities based on skills, experience, job location, and any other fitment parameters necessary.
- 1.3.5 While the intent is to place as all qualified students as possible, there is no assurance from the Second Party on placement outcomes since this depends on a host of factors and fitment criteria.
- 1.3.6 If a student is successfully placed in a job/program/internship in which the client trains students / invest money in skill up-gradation but chooses to leave the job/program within 3 months from the start date for whatever reason OR is asked to leave for reasons of performance, conduct or any other reason, the First Party agrees to offer a suitable replacement candidate as soon as possible.

2. INTELLECTUAL PROPERTY

- 2.1 Nothing contained in this MOU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

3. VALIDITY

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, both Parties will take effective steps for implementation of this MOU. Any act on the part of either party after termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU.
- 3.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, both parties must discharge their obligations as mutually discussed.

4. NON-CIRCUMVENTION

- 4.1 The First Party agrees not to engage with, directly or indirectly, the clients of the Second Party while the MOU is active.

5. RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU

as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

5.2 It is also agreed that the First Party agrees to have the Second Party use the logo and branding for marketing purposes on the website, brochures, social media, and other media events to help get the required visibility and exposure for the students.

First Party

Second Party

Kanpur Institute of Technology A-1, UPSIDC Industrial Area, Rooma, Kanpur, Uttar Pradesh - 208001	Zaphire Information Technology and Services Private Limited Shakthi Towers - 1, 766 Anna Salai Chennai Tamil Nadu 600002
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Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the Second Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Chennai.

AGREED:

For

Kanpur Institute of Technology
KANPUR INSTITUTE OF TECHNOLOGY


For

**ZAPHIRE INFORMATION
 TECHNOLOGY AND SERVICES
 PRIVATE LIMITED**

Prakash
18/22

 Director

Raman Ganesan



Authorized Signatory
 Kanpur Institute of Technology
 A-1, UPSIDC Industrial Area, Rooma
 Kanpur 208001

Authorized Signatory

Kanpur Institute of Technology	ZAPHIRE INFORMATION TECHNOLOGY AND SERVICES PRIVATE LIMITED
Address: A-1, UPSIDC Industrial Area, Rooma, Kanpur, Uttar Pradesh - 208001	Address: Shakthi Towers - 1, 766 Anna Salai Chennai

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1/8/22

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