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Memorandum of Understanding

Between

Calyxpod Talent Solutions

&

Invertis University, Bareilly

#Digital-India | #Skill-India | #MakeinIndia

Santosh

Registrar
Invertis University
Bareilly

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANING** (this "MoU"), is made on the _____of August 2022 between **CALYXPOD Talent Solutions Pvt. Ltd**, having its office at #861, Phase 5, Udyog Vihar, Gurugram, Haryana - 122016, INDIA (hereinafter referred to as "**CALYXPOD**") and **Invertis University,** having its location at Invertis Village, Delhi Lucknow Highway NH-24, Bareilly, Uttar Pradesh Pin - 243 123, India Haryana (Hereinafter referred to as "**INSTITUTION**".)

RECITALS

CALYXPOD 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.

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

WHEREAS the **Institution** desires to engage with **CALYXPOD** to use its product **CALYXPOD**.

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:

AGREEMENT

1. **SCOPE of CALYXPOD**

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

   1.1 **Institution** will be provided its own **Community** on **CALYXPOD** with a URL like https://Community.Calyxpod.Com.
   1.2 **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 **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.
   1.5 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.
   1.6 Department team member as per the role & permission assigned to it, as defined by CALYXPOD, will be able to invite Students to **CALYXPOD**.
   1.7 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.
   1.8 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.
   1.9 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.

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1.10 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.

1.11 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to mark which students are eligible for a placement event.

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

1.13 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:
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.

1.14 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.

1.15 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.

1.16 Department Team Members and the Students will be able to update their individual passwords.

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 (College Academics if Permitted by the Department settings as decided by the Department Head)
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 Students will be able to view the various placement event opportunities for which they are eligible.

1.19 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.

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

1.21 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.

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2. **SUBSCRIPTION PACKAGES**

CALYXPOD will provide **CALYXPOD** for use by the **Institution**. 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. **The Core Placements Package is provided to the Institution for one Academic year (2023) free of cost on trial basis from the date of signing with the below mentioned features.**

Features	Core
Number of Courses	15
Number of Departments	5
Number of Batches	4
Number of Active Batches	2
Number of Placement Team Members	20
Assistance in Integrating College Website with Calyxpod	Yes
College / Department Specific Logos	Yes
Student Registration & Approvals	Yes
Students Access Control	Yes
Control Over Academics Data	Yes
Excel Upload for Students Data	Yes
Advanced Downloads	Yes

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Send Note to Students	Yes
Standardized Resumes with College Logos	Yes
Ability to Maintain Multiple Resumes	Yes
Resume Field Re-Ordering	Yes
Create & Manage Placement Events	Yes
Placement Events Registration & Scheduling	Yes
Share Data with Companies	Yes
Automated Reminders	Yes
Job + Internship Offers	Yes
Download Offers Data	Yes
Send Notes to Eligible / Shortlisted Students	Yes
Create & Manage Company Contacts	Yes
Personal Lists, Not Shared	Yes
Automatically Updates from Placement Events	Yes

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Digitizing Previous Years Placement Data	Rs.1500 Per Batch
Placement Stats for Each Batch	Yes
Placement Stats for Each Department	Yes
Placement Stats for Each Course	Yes
Customized Reports	Yes
Mobile Application For Students	Yes
Mobile Application For Training & Placement Departments	Yes
Private Community	Yes
Secure Connection	Yes
Full Control / Admin Privileges	Yes
History Trail - All Activities	Yes
TnP Helpline (9 AM to 6 PM - Weekdays)	Yes
Student Helpline (9 AM to 6 PM - Weekdays)	Yes
Dedicated Account Manager / Team	No

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Faculty Helpline (9 AM to 6 PM - Weekdays)	No
Online Training & Support	Unlimited
On Campus Training & Support	2 Visits (Rs.2500 Per Visit thereafter)

If the **Institutes** wishes to opt for additional services other than the above mentioned then the implementation of it would be discusses and for that a new proposal would be shared by **CALYXPOD.**

3. 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 **CALYXPOD** to any third party for commercial purposes.

That **CALYXPOD** 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 with all prevalent and established internet protocols.

Below are the few steps we take to ensure the Data Security

1. **HTTPS Connection:** The URL is Secure.
2. **Team Management / Access Control System:** No user can misuse the system.
3. **Complete Admin Rights:** No Other Party Involvement
4. **History Trail:** All activity of various Actions and Downloads are captured.
5. Deployed on one of the **best Secure Cloud Environments** in the World.
6. **Data shall not be distributed or sold by CalyxPOD to any third party for commercial reasons.**
7. **ISO 27001:2013 & ISO 27001:2013** Certified.

4. TERM, TERMINATION and REVIEW

This Agreement is valid from the Effective Date (date of signing of the agreement) outlined herein and is valid for one year 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.

The Institution may choose to end this agreement at their will at any date before the expiry of the agreement period. CALYXPOD on receiving a notification from the Institution for ending the contract will disable the Institution's Community on CALYXPOD.

5. 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 both the parties 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.

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

6. 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 **Institution** in whole or in part without the prior consent of **CALYXPOD**. Any transfer, assignment, delegation, or sublicense by **Institution** done otherwise without consent is invalid.

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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:

For and on behalf of

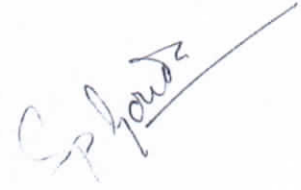**CALYXPOD Talent Solutions Pvt. Ltd.**

for and on behalf of

Invertis University

CALYXPOD TALENT SOLUTIONS PVT. LTD.

...................Director

Mr. Rishu Gupta

Co-Founder/ Director
(Authorized Signatory)

........................Director Corporate Relations
Invertis University
Bareilly

Invertis University
(Authorized Signatory)

(The validity of the Memorandum of Understanding and the feature details are valid until further revisions)

Registrar
Invertis University
Bareilly

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