



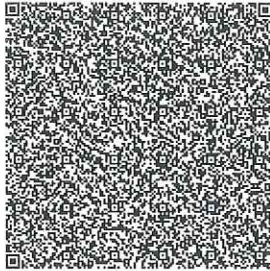
सत्यमेव जयते

INDIA NON JUDICIAL

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Certificate No.	: IN-DL407929287787200
Certificate Issued Date	: 22-Apr-2016 01:40 PM
Account Reference	: IMPACC (IV)/ dl720603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL720603806346096874450
Purchased by	: NIELIT
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NIELIT
Second Party	: MONSTER INDIA PVT LTD
Stamp Duty Paid By	: NIELIT
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MoU") is signed at Delhi on 25th day of April, 2016

BY AND BETWEEN

National Institute of Electronics and Information Technology, Department of Electronics and Information Technology, Ministry of Communications and

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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डॉ. अश्विनी कुमार शर्मा
DR. ASHWINI KUMAR SHARMA
महानिदेशक / Director General
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान

National Institute of Electronics and Information Technology
इलेक्ट्रॉनिक्स निकेतन, 6, सीजीओ कॉम्पलेक्स, नई दिल्ली-3
Electronics Niketan, 6, CCGO Complex, New Delhi-3

Information Technology having its registered office at Electronics Niketan, 6 CGO Complex, Lodhi Road, New Delhi-110003, herein after called the “NIELIT” which expression shall unless repugnant to the context or meaning thereof include its authorized representatives, successors and assigns) of the **First Part**;

AND

Monster.com(India) Pvt Ltd, Monster.com (India) Private Limited incorporated under the Companies Act, 1956 and having its registered office at 8-2-283/82/A/1024 & 1024/1, Road No.45, Jubilee Hills, Hyderabad, Telangana, India. hereinafter, referred to as the “**Monster.com(India)**” which expression shall unless repugnant to the context or meaning thereof include its authorized representatives, successors and assigns) of the **Other Part**

(“NIELIT” and “Monster.com”/ “Monster” shall be individually referred to as a “Party” and collectively as the “Parties”.)

WHEREAS Monster.com(India), *inter alia*, is in the business of providing the job seeking, career management, recruitment and talent management capabilities in the country since 2000, *inter alia*, through its web portal, namely, www.Monsterindia.com (“**Website**”)

Whereas the Monster.com manages its Recruitment Portals and Solutions including providing various services and solutions to inter-alia federal and provincial Governments in more than 40 countries with dedicated portals in India, Middle east and South East Asia region such as Monsterindia.com, MonsterCollege.in, Monstergulf.com, Monster.com.hk, Monster.com.sg, Monster.com.ph, Monster.co.th, Monster.com.vn, Monster.co.id, Monster.com.my amongst others.

Whereas the Monster.com is showcasing the trained candidates to its Employers in its *Skillsmart Search* facility and various other ways as per requirement.

WHEREAS NIELIT, *inter alia*, is an Autonomous Scientific Society under the administrative control of Department of Electronics & Information Technology (DeitY), Ministry of Communications and Information Technology, Government

of India, set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT).

Now, therefore,

It is hereby agreed that both the Parties will make joint efforts, to collaborate with each other or jointly collaborate with the third Parties for increasing employability, assisting placement and/or facilitating job search/opportunities for the persons trained under various skills and vocational training initiatives of NIELIT.

Both Parties shall endeavour to work towards fulfilling their roles and responsibilities.

Roles and Responsibilities of Monster.com(India)

- 1) Monster.com shall share with *NIELIT* the API details/data formats for information exchange with Monster Skillsmart Portal (for regular exchange of data). Initial data of existing candidates can be shared as an excel database.
- 2) Monster.com will take appropriate steps for publishing the **Skilling Calendar** in Monster's **portals** in a conveniently searchable manner to enable interested candidates trained under various skills and vocational training initiatives of NIELIT to apply for skilling.
- 3) Monster will share the interested Skill Seekers data with NIELIT portal as feasible. In the event the candidates/seekers enroll themselves in Monster.com platform services.
- 4) Monster.com shall provide the data structure and other relevant details as required. Monster.com will use its Skillsmart search facility to showcase the said candidates to its large pool of employers. These candidates will be differentiated in Monster's portal(s)/website(s) by tagging with the respective NIELIT scheme marker.
- 5) Monster.com will take appropriate steps for sending periodic snippets to candidates which may include:
 - a) Interview Tips
 - b) Interview Etiquette
 - c) Career Trends

- d) Recommendations
 - e) Alerts for any updates on the portal
 - f) Alerts via SMS/Emails for various job opportunities
- 6) Provide periodic promotion to NIELIT's courses through Monster Skillsmart and other assets for publicity campaign about the program in the manner as mutually agreed to between the Parties, in writing and subject to applicable laws.
- 7) Release of marketing, promotional materials related to the Programme like organising the Job Fairs etc. on being mutually agreed upon and approved by the Parties hereto, in writing.
- 8) Monster.com(India) agrees to extend its support on all the above mentioned at Sr. 1 – 7 on "No-cost-involved" basis to NIELIT or NIELIT students. Also, Monster.com shall not charge any fee from NIELIT or NIELIT students for conducting any test.

Roles and Responsibilities of NIELIT

- 1) NIELIT will facilitate the integration and seamless exchange of database of persons/students trained under various skills and vocational training initiatives of NIELIT.
- 2) NIELIT shall provide verified candidates data. Monster.com may facilitate to verify the contact details of the said skilled candidates submitted by NIELIT, as may be feasible, in order to enable better opportunity for contactability by prospective employers /consultants.
- 3) NIELIT will support this verification process by informing its TPs/Candidates about this process. Monster.com shall provide the data structure etc. as required.
- 4) NIELIT will spread awareness regarding the initiatives taken for enhancing the job opportunities for the passed out candidates by virtue of signing of MoU on Non Exclusive basis with placement agencies like Monster.com.
- 5) Preparation of the programme structure and programme manual from time to time.

Roles and Responsibilities of MONSTER.COM(INDIA) and NIELIT

- 1) This MoU between NIELIT and Monster will not entail any kind of financial transactions between the Parties.
- 2) NIELIT shall advertise with creative inputs from Monster, whereas Monster will leverage its Monster Skillsmart and other Assets to provide publicity to the program at regular intervals on mutual agreement.
- 3) For effective implementation & monitoring of the joint program as envisaged in the MoU, an officer at the level of Deputy Director or higher shall be appointed as Program Officer on behalf of NIELIT and an officer with suitable knowledge and experience shall be nominated as the Program Coordinator on behalf of MONSTER.
- 4) This MoU will be effective up to three years from the date of signing, which may be further extended for another 2 years by mutual consent of both Parties. Implementation of the MoU would be monitored / reviewed on regular basis usually once in a six month by a steering committee comprising of at least two members each from Monster and NIELIT.

Intellectual Property Rights

Each party shall ensure that the Trademarks, Trade Names, Copyrights, Service Marks, Logos, Devices and other Intellectual Property (IP) of the third Parties are obtained by them by ways of written permission of the respective Owners thereof, save and except to the extent necessary to perform their respective obligation as outlined in this agreement (hereinafter collectively referred to as “**Intellectual Property Rights/IPRs**”).

Usage of Intellectual Property

Both the Parties hereby grants a non-exclusive, non-transferable, royalty free right to use the trademarks, brands, trade names, service marks and logos of the both the Parties to each other Each Party's intellectual property provided or otherwise made available to the other party may be used by either party solely for the express purposes described in this MoU during the Term of MoU and under the terms hereof (“Permitted Use of IPRs”). For any avoidance of doubt, each Party will not:

- (a) Copy the intellectual property of other party;
- (b) Distribute copies of any Intellectual Property of other party;
- (c) Modify, adapt, translate, reverse engineer, make alterations, decompile, disassemble, or make derivative works or improvements based on any Intellectual Property of other party;
- (d) Use, rent, loan, sub-license, lease, distribute, or attempt to grant other rights to any Intellectual Property of other party

Both the Parties acknowledge and agree that it do not and shall not, nor shall it be deemed to acquire at any time hereafter any right, title or interest whatsoever in, to or over any of the IPRs of the other Party. Both the Parties hereby agree and undertake that they shall not claim or assert any right, title or interest in, to or over all or any of the other Party's IPRs or take any action which shall or may impair any right, title or interest of the other Party's IPRs.

Both the Parties shall co-ordinate with and assist its agency in preparing a suitable logo/signage/mark /pamphlets/other marketing, promotional material stating particulars of the Programme that shall be used for promotion and publication of the Programme.

Indemnity

The parties agree to indemnity and keep each other protected and harmless against any claim or action made by any third party and/ or any loss and damage caused to either party, liabilities, costs and expenses of every kind, that relate to the or arise from as a result of failure on the part of the other party to discharge an obligation arising out of or in relation to this MoU including but not limited to:

- (a) Breach of any of the terms and conditions of the MoU by the indemnifying Party;
- (b) Any acts, commissions, omissions, negligence or contribution of the indemnifying Party, its officers, representatives, employees, agents, contractors or sub-contractors in any manner under any provision of this or in relation to this MoU;

- (c) Infringement of any third party's intellectual property rights on account of any activity carried out by the indemnifying Party;
- (d) Any claim, action, suit, liabilities, loss or any other legal proceeding filed by any other third party against indemnified Party due to its negligence, acts, commissions, omissions of indemnifying Party under this MoU;
- (e) Breach or contravention of any applicable law by the indemnifying Party.

Limitation Of Liability

Nothing in this MoU excludes or limits either party's liability for:

- (a) Death or personal injury resulting from the negligence of either party or their servants, agents or employees;
- (b) Negligence, fraud or misconduct;
- (c) Misuse or unauthorized disclosure of Confidential Information or Monster.com(India) Data;
- (d) Misuse or unauthorized disclosure of Confidential Information or NIELIT's Data;
- (e) Breach of third party intellectual property rights;
- (f) Indemnification obligations hereunder; and
- (g) Matters which cannot be excluded or limited under applicable law.

Subject to the aforesaid, neither Party will be liable under or in connection with this MoU for any special, indirect consequential, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) suffered or incurred by the other party.

Force Majeure

- (a) For purposes of this clause "Force Majeure" means an event beyond the control of the NIELIT & Monster. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The mutual decision of

NIELIT & Monster, regarding Force Majeure shall be final and binding on both the parties.

- (b) Notwithstanding anything contained in the MoU document, both the parties shall not be liable to each other for any delay in performance or other failures to perform their obligations under this MoU, if such Force Majeure is accepted by any of the parties.
- (c) If a Force Majeure situation arises, both the parties shall promptly notify each other in writing, of such conditions and the cause thereof within 15 days of occurrence of such event.

Confidentiality

- (a) Monster and NIELIT agree to keep confidential all information shared with each other and will disclose the same to a third party only after taking prior written consent of the other. This clause excludes information available in Public domain. The confidentiality provisions of this MoU shall remain in full force and effect during the term of this MoU and 12 months thereafter.
- (b) During the continuation of this MoU the Parties may share confidential information with each other. The Parties will not, during or subsequent to the term of this MoU, (i) use or copy the Confidential Information for any purpose whatsoever other than the purpose mentioned under this MoU or (ii) disclose the Confidential Information to any third party. Both the Parties agree that all Confidential Information will remain the sole property of the disclosing Party. The Parties agree to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information, including, but not limited to, having each of Party's employees and contractors, if any, with access to any Confidential Information execute a non-disclosure agreement.

No Joint Venture

It is understood and has been agreed between the Parties that this MoU is entered into by and between the Parties to this MoU on 'principal-to-principal' basis and



nothing in this MoU shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent, between the Parties or any of them.

Return of Materials

Upon the termination of this MoU, or upon completion of the project, both the Parties will deliver to the other Party all of its property, in any form, including but not limited to all promotional material or information, electronically stored information and passwords to access such property, or Confidential Information that recipient Party may have in its possession or control.

Dispute Resolution

In the event of a dispute, either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify. The Parties will use their best efforts to settle such dispute amicably through direct negotiation. Any dispute that is not settled within sixty (60) days from the notified date, then, the same shall be referred to arbitration by an arbitrator mutually appointed by NIELIT and Monster. The applicable law for arbitration will be, The Arbitration and Conciliation Act, 1996 or any of its statutory modifications or enactments thereof for the time being in force.

The place of Arbitration shall be New Delhi, Delhi State, India for the purpose of this MoU and the Award shall be binding on the parties. The arbitrator's award shall be binding and final. In case, any of the party is still not satisfied with the decision of the arbitrators, clause mentioned under Governing Laws will be applicable.

Governing Laws

This MoU construed under the laws of India and subject to Arbitration above, the courts situated in New Delhi, Delhi State, India shall have exclusive jurisdiction to adjudicate any disputes under this MoU.

Termination of the MoU

This MoU shall stand terminated on the occurrence of any of the following events:

- (a) At the expiry of the term of the MoU as provided hereinabove if the Parties do not choose to renew this MoU.
- (b) This MoU will be terminated in the event of
- Bankruptcy proceeding has been initiated against any of the Parties.
 - Mutual agreement between the Parties.
 - If any of the Parties commit breach of any of its obligation under this MoU. The Party, committing breach will be notified by the other Party to rectify the breach within a period of fifteen (15) days from receiving of this notice and if such breach is not rectified by the Party within the specified period.
 - On expiry of notice not less than sixty (60) days to be given in writing, such period being reckoned from the date of receipt of the notice by the concerned Party.

Consequences of Termination:

Upon the expiration and/or early termination of this MoU, and unless otherwise provided in this MoU:

- All rights granted to the Parties under this MoU shall stand terminated;
- Parties shall discontinue using any marketing and promotional material provided by other Party under this MoU.
- Parties shall immediately cease all use, reproduction, display and distribution of marketing and promotional material within 15 (fifteen) days preceding the termination of this MoU.
- The expiry or termination of this MoU for any reason shall not affect any rights and / or obligations:
 - accrued before the date of termination or expiry; or
 - expressed or intended to continue in force after termination

MISCELLANEOUS

- (a) Except as otherwise provided in this MoU, Monster.com shall not sell, assign or delegate any rights or obligations under this MoU.
- (b) Entire MoU: This MoU constitutes the entire MoU between the Parties with respect to the subject matter of this MoU and supersedes all prior written and oral MoUs between the Parties regarding the subject matter of this MoU.
- (c) Notices: Any notice or other communication required or permitted by this MoU to be given to a Party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested), to the Party at the address written below or at such other address as the Party may have previously specified by intimating the other Party in advance in writing.
- If to the NIELIT, to the address on the first/signature page to this MoU
 - If to Monster.com(India), to the address on the first/signature page to this MoU.
- (d) Severability. If any provision of this MoU is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
- (e) Amendment. No amendment or change hereof or addition hereto shall be effective or binding upon any of the Parties hereto unless the same is reduced in writing with specific reference to this MoU and executed by the Parties hereto.
- (f) That Annexure (s) to this MoU is/are part and parcel of this MoU and be read in conjunction with this MoU while interpreting the terms and conditions of this MoU.
- (g) This MoU may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same MoU.

This Memorandum of Understanding ("MoU") is a preliminary and confidential draft executed between Monster.com(India) and NIELIT. The terms and conditions outlined in this MoU are not intended to be all-inclusive, but set forth a broad framework for the discussion of the above said bullet points to be structured between Monster.com(India) and NIELIT. Thereafter, both Parties shall enter into a definitive agreement with detailed terms and conditions upon its further negotiation and mutual acceptable agenda & points.

Any dispute between the Parties will be resolved through mutual discussions.

Signed by _____

(Sh. Sanjay Modi)
Managing Director, Monster.com



Signed by _____

(Dr. Ashwini Kumar Sharma)
Director General, NIELIT

DR. ASHWINI KUMAR SHARMA
महानिदेशक / Director General
राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान
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Electronics Niketan, 6, CGO Complex, New Delhi-3

Witness	Witness
1. <i>Sancho Joseph</i> SANCHO JOSEPH REGIONAL MGR- IN/ME/SEA	1. <i>Sanjeev</i> Sanjeev Kumar Gupta Asstt. Director (Tech)
2.	2. <i>Rajeev</i> RAJEEV TALWAR CFO, NIELIT