

Memorandum of Understanding

PREAMBLE: The recent Indian educational policy framework, including the National Education Policy 2020, underlines the need for building skill-based capacity in the Indian youth through leveraging the capacity and capability of different institutions. To harness the same, it is important to enter into formal collaboration and MOUs with reputed institutions and industry for capacity building. There is a need for a strong collaboration between the universities and industries to come up with innovative ideas in research along with investments in R&D. The industry-academia collaboration has enhanced knowledge, innovation and creativity and has played a decisive role in the economic growth of every nation. This agreement aims to facilitate effective job placement of skilled candidates in the job roles as per the market demand and create a career for aspiring candidates.

ABOUT NIELIT:

National Institute of Electronics & Information Technology, here in after referred to as “NIELIT” is an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry-oriented quality education and training programs in the state-of-the-art areas.

ABOUT EREKRUT HR AUTOMATION SOLUTIONS PVT LTD:

Erekrut is an innovative online recruitment platform that seamlessly connects job seekers, recruiters, and educational institutions. With a robust database featuring over 4.6 million candidates and partnerships with over 700 campuses, Erekrut offers a comprehensive range of services including tailored pre-hiring assessments, a vast pool of job listings, and direct campus engagement. Dedicated to transforming the hiring landscape, Erekrut provides an efficient, user-friendly experience, ensuring precise candidate-job matching and fostering a dynamic employment ecosystem on a single, integrated platform.

This Memorandum of Understanding (here in after called as the ‘MOU’) is signed on 13th Feb 2024 at NIELIT, Dwarka, Delhi, India.

By and between

The National Institute of Electronics & Information Technology, NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, hereafter, referred to as “NIELIT” which expression, unless repugnant to the text or context thereof shall include its successors and permitted assigns of the First Party.



AND

Erekrut HR Automation Solutions Pvt. Ltd, Delhi, represented by its Vice President-Ms. Praveen Chauhan (Hereinafter referred to as "Second Party") which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns on the SECOND PARTY (Hereinafter referred to as "second party") which expression shall, unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns on the SECOND PARTY.

And have hereby decided that both parties would adhere to the following responsibility charter of listed below:

Section-1.0: MoU Signatories:

The signatories of the MoU will be NIELIT and EREKRUT.

Section-2.0: Objective:

The primary objective of this MOU is to establish a collaborative relationship between NIELIT and EREKRUT, aimed at enhancing employment opportunities for NIELIT students and facilitating effective campus recruitment processes. This partnership will leverage Erekrut's innovative online recruitment platform to connect the institution's students with a diverse range of potential employers, thereby aiding in achieving optimal placement outcomes.

Section-3.0: Engagement and Scope:

The scope of the Memorandum of Understanding is as under –

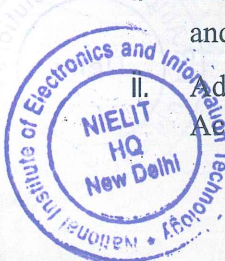
Roles and Responsibilities of NIELIT

- i. Information Sharing: NIELIT shall facilitate information related to dedicated NIELIT page on Erekrut's platform to NIELIT students to avail the facility. NIELIT students shall be given the opportunity to register voluntarily on Erekrut platform.
- ii. Promotional Rights: Allow Erekrut to use the institution's logo for promotional purposes related to the scope of the MoU only.
- iii. Actively promote Erekrut across all centers, encouraging continual student registration on the portal.
- iv. Center Coordinators: NIELIT to align placement officers at each NIELIT centers to manage student's data on Erekrut and managing the student's activity and promoting the jobs to their respective students and engaging with respective employers available on Erekrut.

Roles and Responsibilities of Erekrut

- i. Platform: Erekrut shall provide platform to NIELIT students for registration and availing Erekrut services without any charges.

ii. Admin Access: Provide NIELIT HQ with Super Admin Free Login Access.



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- iii. Coordinator at NIELIT Centers: Allow the addition of 50+ coordinators of NIELIT Centers.
- iv. Company Connections: Enable connections with companies Free of Charge.
- v. Dedicated Support: Provide a Single Point of Contact (SPOC) for handling queries and issues.
- vi. Promotional Rights: Allow NIELIT to use EREKRUT logo for promotional purposes on their all social handles.
- vii. Training Provision: Conduct a 1-day training session for the NIELIT team.
- viii. Assistance in Profile Uploads: Help in uploading trainee profiles/resumes.
- ix. Employment Initiative Support: Assist NIELIT in their employment initiatives and Job Fairs by connecting with relevant companies.

Section-4.0: Intellectual Property:

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs, and all other Intellectual Property or other proprietary rights (“Intellectual Property”) owned by one Party prior to the date of this MOU will continue to be owned by that party. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party.

Section-5.0: Duration of Engagement:

This MOU will be valid for a period of **03 years** from the date of signing. Once the initial period of 3 years is over, the MOU may be extended for a further period of 3 years, with suitable changes (as per applicability) with mutual consent. If for any reason, any one entity of the MOU is desirous not to continue with the engagement, the same can be done by giving advance notice of one month.

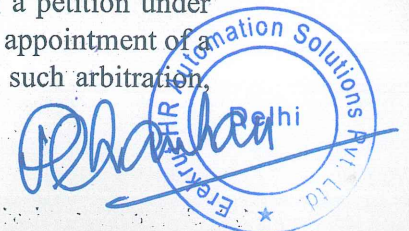
Section-6.0: Governing Law and Dispute Resolution:

This MOU shall be governed by and constructed in accordance with the laws of India, in the following manner:

- a) The Parties shall attempt to amicably settle all disputes arising out of this MoU and the obligations hereunder (“Dispute”). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between EREKRUT, Delhi and NIELIT in connection with this MoU shall be referred to the designated officials of EREKRUT, Delhi and NIELIT for mutual discussions and negotiations.
- b) If no settlement can be reached through mutual discussions and negotiations within [15 days] or If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, the either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration,



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the following provisions shall apply:

- i. The arbitration proceedings shall be conducted in English;
- ii. The place of arbitration shall be Delhi;
- iii. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
- iv. The costs of arbitration shall be borne as determined in the arbitration award;
- v. The decision of the arbitrator(s) shall be final and binding on the Parties.

Section-7.0: CONFIDENTIALITY:

NIELIT and EREKRUT agree to hold in confidence all information/data designated as confidential, which is obtained/ disclosed from the disclosing Party and will not disclose the same to any third party without the written consent of the Party except that provided for under the Right to Information Act, 2005. Both the Parties undertake to keep confidential the contents of this Agreement, as well as all information, content and materials disclosed to or obtained by the Parties from each other pursuant to this Agreement, and other information or documents that may come into the possession of the Parties in connection with the performance of their obligations under this Agreement, specifically marked "Confidential".

The Parties shall not themselves utilize or share with any third party and ensure that their respective employees do not utilize such information for any purpose other than purposes as are contemplated by this Agreement.

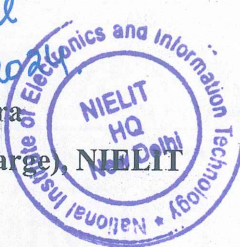
In Witness whereof, the Parties have set their hands and seals here to on the day and date first mentioned.

For NIELIT, New Delhi

For EREKRUT, Delhi


By: Ms. Sheetal Chopra
Title: Registrar (Incharge), NIELIT

13/2/2024



By: Ms. Praveen Chauhan
Title: Vice President

13/2/2024



Witness:

1. J. Mohan Keli
Joint Director (T)
NIELIT.

Witness:

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