

MEMORANDUM OF UNDERSTANDING

Between

National Institute of Electronics & Information Technology (NIELIT)

And

KAAM

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on 5th Sep, 2024 ("Effective Date") at New Delhi.

BY AND BETWEEN

The National Institute of Electronics & Information Technology an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, represented by Dr. Madan Mohan Tripathi, Director General, NIELIT, having its office at NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, **hereinafter called "NIELIT"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **first party**.

AND

KAAM Services Pvt Ltd., incorporated under the [Indian] Companies Act, 2013, having its registered office at No-483, Seetha Complex, 16th Cross, 8th Main Road, RR Nagar, Bangalore- 560098 (hereinafter referred to as '**KAAM**', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **second party**.

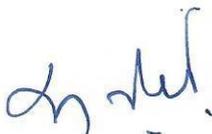
WHEREAS, NIELIT is set up to carry out Human Resource Development and related activities in the field of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry-oriented quality education and training programs in state-of-the-art technologies.

WHEREAS, KAAM is an Online Assessment company which gives Access to state-of-the-art assessment platform and AI Proctoring,

AND, WHEREAS, both the parties have held discussions and have agreed for collaboration with the purpose of synergizing their mutual strengths in public interest and to deliver a larger good for the society.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HEREINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

NIELIT and KAAM have agreed to the following protocols governing their collaboration on placement related activities:



1. Scope of Work

The primary objective of this MOU is to establish a collaborative relationship between NIELIT and KAAM, aimed at enhancing the employment opportunities for students and facilitating effective campus recruitment processes. This partnership will leverage KAAM'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.

2. Roles and responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed engagement are described below:

Roles and responsibilities of NIELIT:

- I. NIELIT shall ensure that the candidates download KAAM's mobile app before taking the test on phone.
- II. NIELIT shall facilitate information related to dedicated NIELIT page on KAAM's platform to NIELIT students to avail the facility. NIELIT students shall be given the opportunity to register voluntarily on KAAM platform.
- III. NIELIT shall actively promote KAAM across all centers, encouraging continual students' registration on the portal.
- IV. NIELIT shall provide a placement officer at each NIELIT center to manage student's data on KAAM, manage the student's activity and promote the jobs to their respective students and engage with respective employers available on KAAM.
- V. NIELIT shall ensure that the service is not resold or transferred to any other person, corporate body, firm or individual.
- VI. NIELIT shall not engage in any conduct prohibited by law or usage of services in any manner to impair the interests and functioning of KAAM or its users which may result in the withdrawal of services.

Roles and responsibilities of KAAM:

- I. KAAM shall provide to conduct an Employability Skill Test for NIELIT students for assessing them before facilitating their placement.
- II. Following the test, KAAM shall furnish an Analytical Skill Report based on the performance of each student.
- III. KAAM shall create a NIELIT Dashboard on its placement portal.
- IV. KAAM shall create a Students Dashboard on its placement portal.
- V. KAAM shall provide platform to NIELIT students for registration and availing of KAAM services without any charges.
- VI. KAAM shall provide VEE Technologies camp.is/ Pooled drive to NIELIT.
- VII. KAAM shall provide NIELIT HQ with Super Admin Free Login Access.
- VIII. KAAM shall allow the addition of 50+ coordinators of NIELIT centers.
- IX. KAAM shall enable connections with companies to "make job opportunities" available for the students on the platform from time to time free of Charge.
- X. KAAM shall conduct a 1-day training session for NIELIT team.
- XI. KAAM shall assist the students in uploading trainee profile/resume.
- XII. KAAM shall assist NIELIT in their employment initiatives and Job Fairs by connecting with relevant companies.

Joint Responsibilities of NIELIT and KAAM:

- I. Ensuring that all the collaboration activities pursuant to this understanding shall be conducted in accordance with the laws and regulations governing/in force with NIELIT and KAAM.
- II. Ensuring that commercial aspects, if any, related to any of the joint activities will be worked out, agreed and put into writing as a separate agreement before the commencement of the program.
- III. Ensure the availability of the resources for the successful completion of the activities as per the terms of the specific

agreements or proposals through which the activities are carried out.

3. Fee: If Parties envisage any project requiring payment of fees then both the Parties will sign a separate addendum on project-to-project basis.

4. Duration of Engagement:

- a) This Agreement will be in force for an initial period of Three (3) Years from the date of this agreement and expire on _____. Upon expiry of the initial term, this agreement shall stand renewed automatically for a further period of one (1) year (Renewed Term), unless terminated by either Party to this agreement by giving one (1) month advance notice to the other Party.
- b) Either Party may terminate this agreement wholly or in part at any time without providing any reasons after giving prior written notice of one (1) month to the other Party.
- c) In the event of termination of this agreement, either Party shall ensure that any confidential information, data, assets, documents, etc., belonging to the other Party, which is in its possession, shall be either returned or destroyed or deleted from its systems, as instructed in writing by the other Party. This shall be followed by a written confirmation of destruction or deletion duly signed by an authorized official of such Party.

5. Intellectual Property Right

Ownership of any and all intellectual property created or developed through collaborations under this MoU will be determined between parties through mutual consultation and recorded in writing as an addendum/amendment/ agreement separately on a case-to-case basis prior to start of work.

6. Governing Law and Arbitration

In case any dispute/ claim arises between the parties with respect to the MoU, including its validity, interpretation, implementation, or alleged material breach of any of its provisions or regarding a question, including the question as whether the termination of this MoU by one party hereto has been legitimate, both parties hereto shall endeavor to settle such disputes amicably. If the parties fail to bring about an amicable settlement within a period of 10 (ten) days, the dispute shall be referred to the sole arbitrator appointed mutually by both parties. The arbitration procedure shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made thereunder, or any legislative amendment or modification made thereto. The venue of arbitration shall be Delhi. The award given by the arbitrator shall be final and binding on the parties. The language of arbitration shall be English. The common cost of arbitration proceedings shall be initially be borne equally by the parties and finally by the party against whom the award is passed. Any other costs or expenses incurred by a party in relation to the arbitration proceedings shall ultimately be borne by the party as the arbitrator may decide. The Courts in Delhi shall only have exclusive jurisdiction to try entertain and decide the matters covered under the Arbitration and Conciliation Act.

7. Other Terms & Conditions:

Amendment: The MOU shall be amended only by written mutual consent of both the Parties to the MOU.

No Relationship: Nothing in this MOU shall constitute or be deemed to constitute a partnership between the Parties, nor render one the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority, to assume, create or have the power to bind the other Party to contract or create any liability or obligation, expressed or implied, against, in the name of, or on behalf of another party.



Force Majeure: A Party shall be excused from performing its obligations under this MOU to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of God, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MOU with immediate effect.

Notices: All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) the date of transmission by telecopy or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day as in (i), or confirmation of receipt is received, or (ii) the date of receipt by any other means of delivery.

The address for service of notice to the respective Parties is as given below:

NIELIT

NIELIT Bhawan,
Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077

KAAM

KAAM 4th Floor NO 483, Seetha Complex,
16th Cross, 8th Main Rd, Ideal Homes Twp,
Rajarajeshwari Nagar, Bengaluru, Karnataka 560098

8. Confidentiality

The Parties shall keep all data or information disclosed by each other in connection with this MOU, confidential, use it only for the purpose of this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each of the party must intimate the other party of such disclosure at least Five (5) days before submitting the information to the statutory bodies.

The Parties shall not during or after the termination of the MOU disclose to any third party any confidential information arising from the MOU (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with prior written permission from the other Party.

For the purposes of this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, financial, legal, administrative business or technical matters of both Parties.

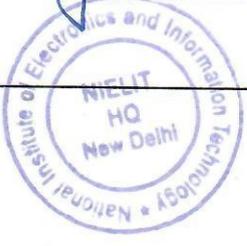


IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as on the date first written above.

For NIELIT, Delhi

Name: Dr. M. K.

Designation: Registrar

Stamp: 

For KAAM, Bengaluru

Name: W. Ramana

Designation: SVP & HEAD

Stamp: _

Witness:

1. Agrawal
(Alpna Agrawal)
Scientist 'E'

Witness:

1. Subha Mahata.