MEMORANDUM OF UNDERSTANDING

BETWEEN

SRMCEM
Tiwariganj, Faizabad Road,Lucknow

and

CALYXPOD Talent Solutions Pvt. Ltd.

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into   February 2024 **SRMCEM, Lucknow** by and between **CALYXPOD Talent Solutions Pvt. ltd, Gurugram**,

SRMCEM, Lucknow the First Party represented herein by Dr. Om Prakash, Director(T&P) **SRMCEM, Lucknow** and **CALYXPOD Talent Solutions Pvt ltd, Gurugram having its registered office at 861, Phase 5, Udyog Vihar, Gurugram, Haryana.** The second party and represented herein by its **Director** Mr. Rishu Gupta.

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and policies from time to time in force, shall endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

Hereinunder,Calyxpod shall be referred to as Company and SRMCEM shall be referred to as College.

WHEREAS:

A) First Party is a Higher Educational Institution named: **SRMCEM, Lucknow**

B) **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.

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

D) WHEREAS the **Institution** desires to engage with **CALYXPOD** to use its product **Pod.ai**.

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:

1. SCOPE of CALYXPOD

1.1 CALYXPOD will provide its product POD.ai over the internet. POD.ai 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:

1.2 Institution will be provided its own Community on Pod.ai with a URL like https://Community.pod.ai.

1.3 Institution will be able to update its contact details & logo.

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

1.5 Individual students will be able to edit / update the following details in their profile and generate their Resumes.

1.5.1 Personal Details (excluding the Name, Course, Roll Number)

1.5.2 Contact Details (excluding the Primary Email Address)

1.5.3 Academic Details (College Academics if Permitted by the Department settings as decided by the Department Head)

    1.5.4 Project Details

    1.5.5 Professional Experience Details

    1.5.6 Seminar / Training Details

    1.5.7 Research / White Paper Details

    1.5.8 Achievements, Extra Curricular Activities, Personal Interests / Hobbies.

    1.5.9 References

1.6 Students will be able to view the various placement event opportunities for which they are eligible.

2. SUBSCRIPTION PACKAGE

CALYXPOD will provide **Pod.ai** 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** free of **cost for six months** from the date of signing the MoU. MoU renewal on the same services will only be done if the **Institute's** level usage of **Pod.ai** is high as per **CALYXPOD's** evaluation.

Features provided are mentioned below:

Module	Includes features
Branding Make Pod Your own	• Private Customized Sub-Domain [Your own URL] • Company Registration Page - Standard • Assistance in Integrating College Website with POD.AI • College / Department Specific Logos
Community/Network - Set Up Details Helps the college authorities manage their platforms based on Departments and Students.	• Number of Courses - Unlimited • Number of Departments - Unlimited • Number of Batches - Unlimited • Number of Placement Team Members - Unlimited • Number of Faculty + Management - Unlimited • Multiple Campuses
Student - Registration & Information Helps maintain and manage student data and access rights.	• Students to be able to register / sign-up (with approvals) • Ability to manage student access permissions (active, suspend etc) • Ability to control who can edit academics • Upload / update student data using excel sheet • Master download for student data (along with resumes) • Send notes to students (on both web & mobile)

	• Send Note to Students • Use advanced resume builder to generate standardized resumes • Students can maintain multiple resumes
Placement Events – Job/Internship Used to create and manage new internship and job opportunities and their data.	• Create & Manage Job/Internship Opportunities • Job/Internship Opportunities Registration & Scheduling • Ability to Share Interested Students Data with Companies • Automated Reminders – Registration Deadline/Change in schedule • Maintain Job/Internship Offers • Download Job Offers Data • Maintain Details of Corporate partners – Emails, Number • Email + Push Notifications on App – Job/Internship Opportunities • Categories Companies – Based on Package and Number of Offers • Ability to Check Offers Acceptance/Joining Status.
Faculty + Management Onboarding Used to onboard faculty and management members on the platform.	• Faculty + Management Onboarding • Course Wise Access to Faculty Coordinators
Reports – Placements/Internship & Company Specific Used to get departmental, course, and student-specific insights and placement information.	• Digitizing Previous Years Placement Data – ₹1500/Batch updated • Placement Report for Each Batch • Placement Report for Each Department • Placement Report for Each Course • View Trends of Placements across Multiple Years
Communicate + Share + Announce Used to communicate, share and announce events, knowledge, updates and much more	• Ability to chat with among the active members on the platform • Ability to Maintain Group Chats • Push Notifications for Messages on Mobile App • Create Post – To Share content with students • Administration Rights to Forums • Public + Private Forums • Forums on Mobile • Automated Forums on Placement Events / Interview Experiences • Email Notifications on Publishing Placement Events
Mobile App – iOS & Android For real-time updates, easy and fast access to information	Available for all the user types
Security To ensure confidentiality and security for all the users	• Private Community • Secure Connection – HTTPS Protocol • Full Control / Admin Privileges • ISO Certification – 27001:2013 & ISO 9001:2015 • History Trail – All Activities – For 30 Days • TnP Helpline (9 AM to 6 PM – Weekdays) • Student Email Support (9 AM to 6 PM – Weekdays) • Dedicated Account Manager / Team

	• Faculty Email Support (9 AM to 6 PM - Weekdays)
	• Online Training & Support
	• On Campus Training & Support - 2 Visits Free (Rs.2500 Per Visit thereafter)

3. DATA SECURITY

As per this agreement all the details collected from the students and all data stored and retained in **Pod.ai** 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 **Pod.ai** 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. **ISO Certified** – 27001:2013 & 9001:2015

3. **Team Management / Access Control System:** No user can misuse the system.

4. **Complete Admin Rights:** No Other Party Involvement

5. **History Trail:** All activity of various Actions and Downloads are captured.

6. Deployed on one of the **best Secure Cloud Environments** in the World.

7. **Data shall not be distributed or sold by CalyxPOD to any third party for commercial reasons.**

8. **Data shall be stored on secured servers located in Maharashtra, India.**

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 six months 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 Pod.ai.

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:

6.1 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.

6.2 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.

6.3 This Agreement binds and ensures 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.

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 & Behalf of   For & Behalf of
Calyxpod Talent Solutions Pvt. Ltd.   SRMCEM,Lucknow

For CALYXPOD TALENT SOLUTIONS PVT. LTD.

Director

Mr. Rishu Gupta, Co Founder & Director   Dr. Om Prakash, Director(T&P)
(Authorized Signatory)   (Authorized Signatory)

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

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