

AGREEMENT

This Agreement is made and executed on this **29th day of August 2022** at **Jaipur**.

BETWEEN

VibrantMinds Technologies Private Limited having its Registered Office at Third Floor, Tanishq Heights, Renuka Nagar Lane No.2, Warje, Pune – 411058 and Kolkata Office at Awfis Business Space, 4-7th Floor, 50, Chowringhee, Kolkata 700020

Herein after referred to as “**VibrantMinds**”. (Which expression shall unless be repugnant to the context or meaning thereof shall mean and include its heirs, executors, administrators, assignees etc.)

THE PARTY OF THE FIRST PART.

AND

University of Engineering & Management, Jaipur having its registered office at **Jaipur, Rajasthan- 303807** and Institute Address at Gurukul, Sikar Road Near Udaipuria Mod, Jaipur, Rajasthan 303807

Herein after referred to as “**UEM Jaipur**”. (Which expression shall unless be repugnant to the context or meaning thereof shall mean and include its heirs, executors, administrators, assignees etc.)

THE PARTY OF THE SECOND PART.

WHEREAS “VibrantMinds” is **Industry Institute Collaboration Platform Provider** to Education Institutes / Colleges

AND WHEREAS College is “Education Provider” offering courses in **B TECH - CSE / ECE / ME/ CE/EE, M.Tech– CSE/ECE/ME/CE/EE, BBA, MBA, BCA, MCA, BPT, MPT, Ph.D- CSE/ECE/ME/CE/EE, Management** and desirous of taking the service of Industry Institute Collaboration Platform for their Engineering and Undergraduate students, “College” is entering into an Agreement with “VibrantMinds”.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. VibrantMinds’ Obligations: -

- a) **VibrantMinds** will conduct free online pre-placement training for students of partnering Institute for the batch of students graduating in the year 2023. The Training Modules will cover Basics of IT, Aptitude and Soft skills as per Industry Expectations. Total Duration of Trainings would be of 10 Hours



b) **VibrantMinds** would organize Seminars (*Technical and HR*) delivered by Leading Industry houses for students and Faculty Members of the college / academic partner

c) **VibrantMinds** may facilitate Industry Tie-Ups for partner Institution and interested corporates subject to agreement of association by both Industry partner and College / Academic Partner.

d) **VibrantMinds** would Facilitate Campus Recruitment / Fresher's Hiring for 2022 & 2023 Pass-out Batch for **Free / Non-Commercial** basis. The Maximum number of such campus drives would be limited to three (3) per year. Only Those candidates participating in Pre-Placement training organized by VibrantMinds would be allowed to participate in such recruitment drives.

e) Recruitment Drives Facilitated by **VibrantMinds** may be POOLED / EXCLUSIVE / IN CAMPUS / VIRTUAL in Nature and will depend on Recruiters Criterion.

f) In case any drive gets cancelled /postponed due to unforeseen reason, VibrantMinds will not be responsible for any loss incurred but VibrantMinds will surely avoid this kind of situation.

g) **VibrantMinds** may use Partner Institute / College Logo and Name for any branding and marketing purposes and may use the institute's name and logo as VibrantMinds' client in our official website.

2. College Obligations: -

- a) **College / Academic Partner** shall provide the required database of all eligible students by email to the VibrantMinds wherever is required for Pre-Placement Training / Seminars / Placement Drives / Other Purposes and allocate a SPOC (Single point of contact) for coordination purpose with VibrantMinds and the institute.
- b) **College / Academic Partner** would circulate all necessary mailers / information to students from VibrantMinds
- c) **College / Academic Partner** shall not contact DIRECTLY any client of VibrantMinds for Campus Recruitment purposes without written consent / knowledge of VibrantMinds.
- d) **College / Academic Partner** shall not share any contact number of any of VibrantMinds / Client Company representatives/ HR, directly with the student without prior permission.
- e) **College / Academic Partner** would arrange for all In-House Logistics. The college needs to take care of Travel and accommodation in case of Offline Drives for Company Representatives and if required VibrantMinds Representative as and when required for Training / Seminar / Campus Recruitment Purposes



- f) **College/Academic Partner** will have the right to judge the suitability of the company to conduct recruitment.
- g) **College** will verify all the services offered by **VibrantMinds** during this agreement at its end.

3. Commercial Terms:

- a) All Offerings covered within the scope of this MOU are **FREE of COST / NON-COMMERCIAL**.
- b) The partner Institute may opt for an exclusive partnership with VibrantMinds for Training, Consultancy, Assessment and Recruitment services which will have separate commercial terms and conditions

4. Validity and Duration of agreement:

This agreement will be valid for **THREE (3) Years** from the date of signing and may be renewed by mutual consent.

- 5. **TERMINATION:** Either party may terminate this Agreement in whole or in part by **Thirty (30) days** written notice in the event of a default or failure to perform any condition of this Agreement by the other party.
- 6. **INDEMNITY :-** Each of the Parties shall indemnify and keep harmless and indemnified the other Party from and against all losses, damages, claims, costs, expenses, compensations, liabilities, suits, legal proceedings and otherwise, including reasonable attorney fees, legal fees and court fees, howsoever arising from any loss caused by the action or omission of such Party or in connection with the breach of any terms of this MOU by such Party, including but not limited to misrepresentation, fraud, non-delivery etc., by any person, entity or third party, whether anticipated, threatened or claimed against the other Party. This article shall survive the termination of this MOU.

7. ARBITRATION, GOVERNING LAW AND FORUM: -

- a) **College / Academic Partner and VibrantMinds** shall settle any dispute arising out of any clause of this AGREEMENT through mutual consultations. In case a settlement is not arrived at such dispute(s) will be subjected to provisions of Arbitration & Conciliation Act. The jurisdiction of arbitration shall be the city of Pune.
- b) All claims regarding this MOU are governed by and construed in accordance with the laws of India, and the courts of Jaipur, Rajasthan shall have the exclusive jurisdiction for all disputes pertaining to this MOU.



8. FORCE MAJEURE: - Neither party shall be liable for non-performance either in whole or in part of this agreement due to reasons unforeseen and beyond its control. These reasons shall include and be limited to strikes, lockouts, nationalization, acts of God, war and fire. In that event, the other party will be notified immediately in writing detailing full facts of the case and both parties will undertake to arrive at mutually satisfactory solutions to overcome the difficulties arising out of these circumstances.

The Memorandum of Understanding (MOU) is made and signed on this 29th day of August Month, 2022 at Jaipur.

IN WITNESS WHEREOF the parties hereto have signed and executed these presents on the 29th day of August Month, 2022 first above written.

SIGNED AND DELIVERED
By the within named

For VibrantMinds Technologies

Vikas Shinde
Designation: Founder
WITNESS

1.

Name
Designation

2.

Name
Designation

SIGNED AND DELIVERED
By the within named

**For University of Engineering &
Management, Jaipur**
Prof. (Dr.) Biswajoy Chatterjee
Vice-Chancellor

Biswajoy Chatterjee
Name: Prof. (Dr.) Biswajoy Chatterjee
Designation: Vice-Chancellor

WITNESS

1.

[Signature]
REGISTRAR
University of Engineering & Management
Jaipur (Raj.)
Name: Prof. (Dr.) Pradeep Kumar Sharma
Designation: Registrar

2.

[Signature]
Name: Prof. (Dr.) Aniruddha Mukherjee
Designation: Dean Academics

