CALYXPOD Talent Solutions Pvt. Ltd.
861, Phase 5, Udyog Vihar,
Gurugram, Haryana,
INDIA - 122016

Dated: 19-04-2022

Principal

Pallavi Engineering College

Hyderabad, Telangana

Thank you for your interest in using CALYXPOD, a product designed & provided by CALYXPOD Talent Solutions (Pvt.) Ltd.

Attached is the Memorandum of Understanding (MoU) for your kind reference. We are available to answer any requests you may have either on the various features of CALYXPOD or related to the MoU.

We at CALYXPOD are committed towards providing a forward looking and a best-in-class solution to enable continuous growth of your esteemed institution. We look forward towards a perennial successful relationship with your esteemed institute.

Sincerely,

For CALYXPOD TALENT SOLUTIONS PVT. LTD

Director

Rishu Gupta
Director
Calyxpod Talent Solutions Pvt Ltd

Mr. Rishu Gupta

Director

M: +91-8143341114

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MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANING** (this "MoU"), is made on the 19th day of April, 2022 between **CALYXPOD Talent Solutions Pvt. Ltd**, having its office at #861, Phase 5, Udyog Vihar, Gurugram, Haryana - 122016, INDIA (hereinafter referred to as "**CALYXPOD**") and **Pallavi Engineering College,** having its location at Kuntloor Village, Abdullapurmet Mandal, Nagole, Hyderabad, Telangana - 501505.

RECITALS

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.

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

WHEREAS the **Institution** desires to engage with **CALYXPOD** to use its product **CALYXPOD**.

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:

AGREEMENT

1. SCOPE of CALYXPOD

   CALYXPOD will provide its product **CALYXPOD** over the internet. **CALYXPOD** 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:

   1.1 **Institution** will be provided its own **Community** on **CALYXPOD** with a URL like https://Community.Calyxpod.Com.
   1.2 **Institution** will be able to update its contact details & logo.
   1.3 **Institution** will be able to define and manage any number of courses or degrees that it offers to the students.
   1.4 **Institution** will be able to add any new team member to its **Community** on **CALYXPOD** or suspend any team member from its **Community** on **CALYXPOD**. **Institution** will also be able to manage the permissions and roles of each individual team member on its own.
   1.5 **Institution** will be able to define and manage up to twenty (20) departments on **CALYXPOD** for managing their placement activities across different courses offered by it. **Institution** will be able to associate any number of courses or degrees with each of the departments.
   1.6 **Institution** will be able to add and manage up to twenty-five (25) active members in each department defined by it.

1.7 Each Department team member as per the role & permission assigned to it, as defined by CALYXPOD, will be able to add and manage students belonging to various courses linked to the Department.

1.8 Department team member as per the role & permission assigned to it, as defined by CALYXPOD, will be able to invite Students to **CALYXPOD**.

1.9 Institution, as defined by CALYXPOD, will be able to decide if the students can update their academic details by themselves or only the Department team members must be allowed to update the academic details of various students.

1.10 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to download an Excel of the various students being taken care of by it.

1.11 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to view and download various resumes submitted by the student.

1.12 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to define and manage various placement events being organized by them for the students.

1.13 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to mark which students are eligible for a placement event.

1.14 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to define the registration dates for the various placement events being organized by them.

1.15 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to view / download the following lists of students:
1. Students who are eligible for a placement event.
2. Students who have registered for the placement event.
3. Students whose applications have been approved for being sent to the Company.
4. Students whose applications have been shortlisted by the Company for appearing in the placement event.
5. Students who have been selected for offers by the company in the placement event.

1.16 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to view the list of all the Placement Events being organized for a batch.

1.17 Department Team Members as per the role & permission assigned to them, as defined by CALYXPOD, will be able to view the list and the details of all the offers made to the students of a batch.

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

1.19 Individual students will be able to edit / update the following details in their profile and generate their Resumes.
1. Personal Details (excluding the Name, Course, Roll Number)
2. Contact Details (excluding the Primary Email Address)
3. Academic Details (College Academics if Permitted by the Department settings as decided by the Department Head)
4. Project Details
5. Professional Experience Details
6. Seminar / Training Details
7. Research / White Paper Details
8. Achievements, Extra Curricular Activities, Personal Interests / Hobbies.
9. References

1.20   Department Heads can decide if they would like to make it mandatory for students to seek approval on their resume content before they can submit the resume at the time of registering for a Placement event or if the students can directly submit the newly generated resumes without seeking approval from the Department.

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

1.22   Students will be able to register for the Opportunities they are eligible for. Student can do so only within the period the Department has opened the Registration. Department will be allowed to change the dates of Registration as per their requirements.

1.23   Students must be able to see the details of the Job / Internship offer received by them.

1.24   Notifications will be generated on CALYXPOD to keep students informed of the various placement events schedule being organized by the Department. These Notifications will be based on the details provided by the Department Team Members.

2.   SUBSCRIPTION PACKAGES

CALYXPOD will provide CALYXPOD 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 platform (Forums, Placements & Messages) shall be provided for free for (2022-23 batch) only till 31st August 2022.** After the free trial of platform ends on 31st August 2022, the platform will be continued to work on the payment Basis after mutual discussion between both the parties on the commercials on per student basis.

CALYXPOD will also permit the Institution to be able to add & invite its per-final year students and manage their internship opportunities without any cost to the Institution.

CALYXPOD commits to let the Institution use CALYXPOD as per the package chosen by the Institution and an agreement shall be signed between both the parties on mutual agreement.

CALYXPOD will provide a capability to the Institution to send SMS Notifications to Students via CALYXPOD. However, the same will be chargeable based on the number of SMS Notifications sent by the Institution. The cost for SMS Notifications can be shared if required.

3.   DATA SECURITY

As per this agreement all the details collected from the students and all data stored and retained in CALYXPOD 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 CALYXPOD in accordance to 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. **Team Management / Access Control System:** No user can misuse the system.

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

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

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

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

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 two years 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 CALYXPOD.

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 Meerut, India.

6. MISCELLANEOUS:

a) 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.

b) 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.

c) This Agreement binds and inures 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.
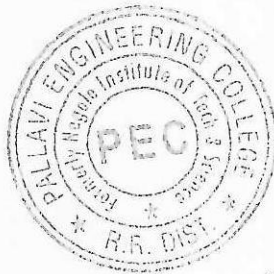
Signed and Delivered by The Authorized Representative of Parties to this Agreement:

For and on behalf of

CALYXPOD Talent Solutions Pvt. Ltd.
Gurgaon

for and on behalf of

Pallavi Engineering College
Hyderabad

For CALYXPOD TALENT SOLUTIONS PVT LTD

Rishu Gupta   Director
Director
Calyxpod Talent Solutions Pvt Ltd

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Mr. Rishu Gupta

(Authorized Signatory)

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Principal
PRINCIPAL
PALLAVI ENGINEERING COLLEGE
(Authorized Signatory)
(Formerly Nagole Institute of Technology & Science)
Kuntloor (V), Abdullapurmet (M)
Jorabad, R.R. Dist-501505, Telangana

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

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