

### MEMORANDUM OF UNDERSTANDING

1. This Memorandum of Undertaking is made on this day, the 1<sup>st</sup> Day of July 2019, between VRRSP Technologies Pvt Ltd (InterviewAir) herein refer to as InterviewAir having its office at 41/4<sup>th</sup> Floor, Manisha Court, 16<sup>th</sup> Road Khar, Khar (W). Opposite Khar Gymkhana. Mumbai 400052 - India.

(Represented by its Cofounder & CEO on the date of signing the MoU)

AND

Teerthanker Mahaveer University, Moradabad herein referred as TMU having its Office at N.H. 24, Delhi Road, Bagadpur, Moradabad. UP 244001, India.

(hereinafter referred to as TMU represented by its Registrar on the date of signing the MoU.)

2. The Programme for which this MoU is signed is to be known as "InterviewAir: Placement Generation, Interviewing Skill Enhancement & Industry Linkage"
3. Whereas TMU is desirous of undertaking a joint project for the Placement generation, interviewing skill enhancement, training (as and when needed) and handholding component of the said programme with InterviewAir, the party to this Memorandum of Understanding, with the intention of NOT being legally bound and Nonexclusive, accept the following terms and conditions:

4. **Coordination and Contact Points**

- a. InterviewAir for coordination with management team of TMU, staff in all Department premises for promotion of placement activities. The proposed numbers, to start with is 1000 students per year for the next 3 years, across university (all faculties)
- b. TMU for all operational matters which includes allocating key departmental staff and introduction of InterviewAir to various stakeholders in the University as per InterviewAir and TMU mutually agreed guidelines.

5. **Responsibilities**

TMU and InterviewAir shall;

- a) Organize placement generation, interviewing skill development, training, industry linkages and handholding activities under "TMU: Employment Generation (Campus Placements)" program as per the TMU and InterviewAir mutually agreed guidelines.
- b) InterviewAir ascertain for itself the financial viability of the project and shall fund all cost over runs for the project deliverables, if any. TMU is not liable for any extra payments (besides the agreed billing) towards the cost whatsoever to InterviewAir during the course of the program for the duration of this MOU;
- c) InterviewAir shall not make any financial commitment on behalf of TMU, nor shall take loans or create any other financial liability binding TMU under this agreement;





- d) InterviewAir shall have all external employees relating to this project on its payroll or shall invite outside Guest Speakers/Faculty/Staff on its own (as and when needed), TMU shall have no legal, financial or any other responsibility towards them.
- e) InterviewAir will be developing 2 phase activity as mentioned below:

**Phase 1:**

- a. IA will create a branding page of the college/university.
- b. IA team will be visiting the said campus and conduct orientation sessions
- c. IA will register all the interested students on the platform and submit the report of all the registered users.

Once Phase 1 is accomplished, the college/university is liable to pay half the invoice amount.

**Phase 2:**

- d. IA will allocate local resources and collaborate with institutional staff to get the Video Interviews done of the registered candidates. Note: Candidates who have missed out on earlier registration can still be a part of the platform.
- e. Once all the interview profiles are done, IA will start circulating among the companies for Campus opportunities.
- f. The College/University can circulate to companies which are not listed on the platform at no extra cost.
- g. University/College can invite previous year's batches for the hiring programs.

Once Phase 2 is accomplished, the college/university is liable to pay balance invoice amount.

**Commercials:**

The monetary aspect of the MoU shall stand at Rs 500 per student (basic offer price is Rs 1000 per student) along with additional GST, as applicable. The commercials are agreed for the initial part of the MoU (pilot academic season 2018-19) and is subject to changes as per mutual agreement. Both the parties shall be informed, as agreed with the commercials, by appropriate mood of communication prior to the start of the new academic season.

**b) Force Majeure**

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither TMU nor InterviewAir shall be held responsible for any loss or consequential loss.

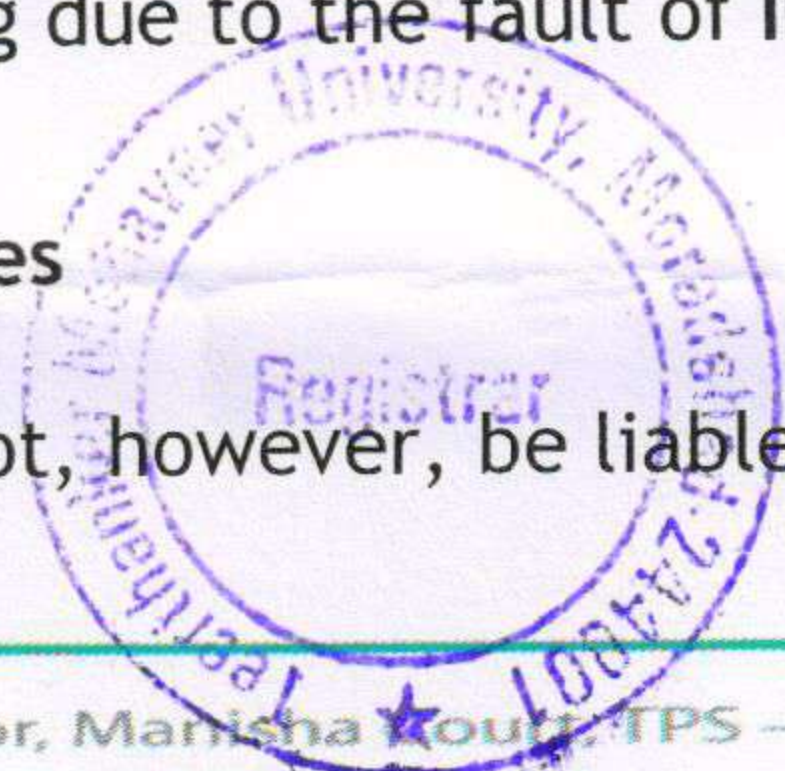
**c) Indemnity**

TMU hereby agrees jointly and severally to indemnify InterviewAir, their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its (TMU) liabilities and all charges, taxes, etc.

Similarly, InterviewAir shall be liable to indemnify/compensate TMU on account of any losses arising due to the fault of InterviewAir.

**d) Liabilities**

TMU shall not, however, be liable for:



*[Handwritten signature]*





- a. any payments of claims by trainees, consultants or employees of InterviewAir
- b. Discharging any financial commitments made by InterviewAir.
- c. Any suit on account of demands for infringement of copyright and other laws by InterviewAir which have no nexus with the object of the MoU being entered into.
- e) InterviewAir shall ensure that all its activities are legal. TMU shall not be responsible in any way for any liabilities arising out of unlawful or illegal activities of any kind.

**f) Breach of Agreement**

TMU shall have the right to terminate the agreement with InterviewAir, in case InterviewAir either fails to provide the services successfully as mentioned in the agreement or violates any of the clauses mentioned in the MOU or exploits the students or misuses the partnership with TMU in any way.

**g) Amendment to the Agreement**

The obligation of TMU and InterviewAir has been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications / alterations will be mutually discussed and agreed upon in writing.

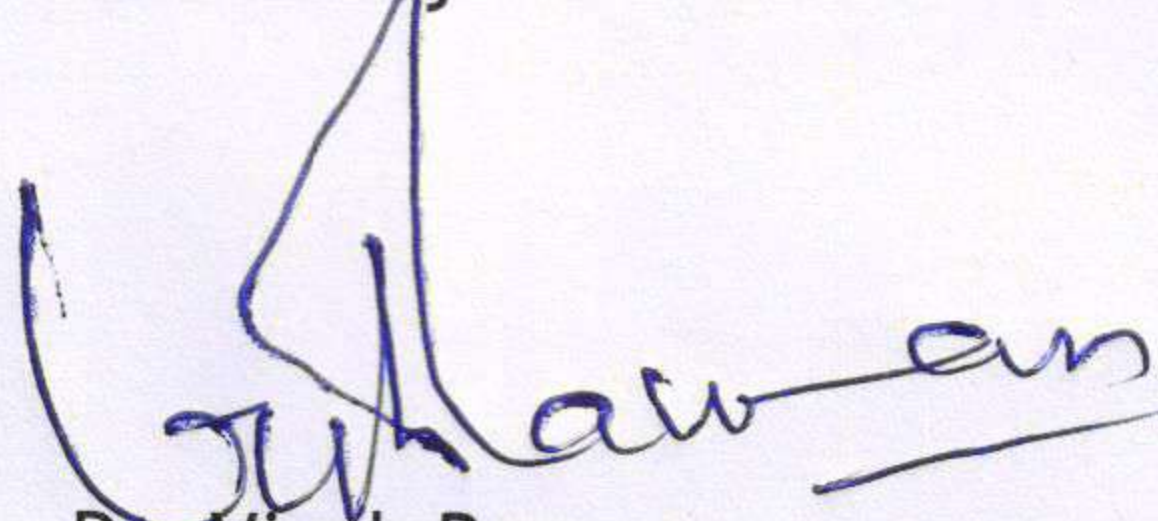
**h) Period of Validity**

This agreement shall be initially valid for two years from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

**i) Arbitration**

Any dispute arising with regards to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement as per the govern laws of State of Maharashtra.

For Teerthanker Mahaveer  
University



Dr. Vivek Raman

Registrar

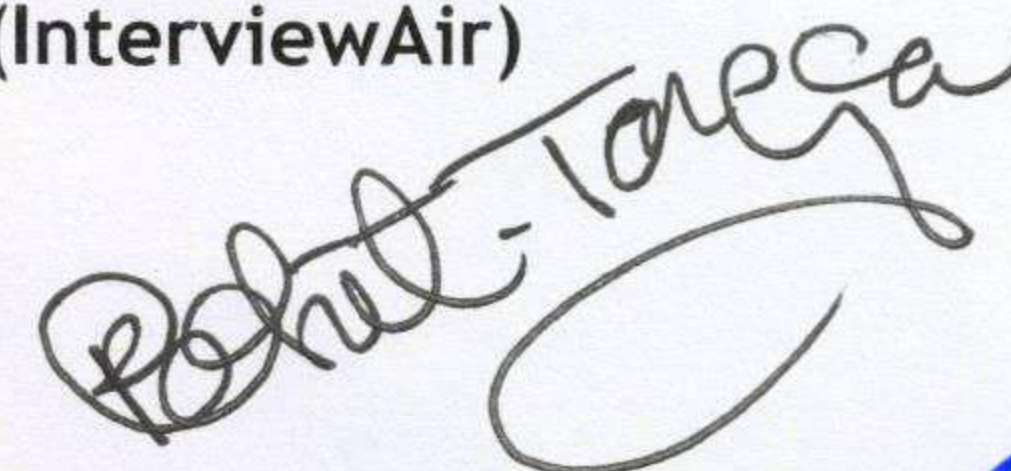
TMU

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For VRRSP Technologies Pvt Ltd  
(InterviewAir)



Mr Rohit S Taneja

Co-founder & CEO

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