



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**DYAL SINGH COLLEGE, KARNAL
HARYANA**

&

**VITAL PROFESSIONALS BIZ CONSULTANCY AND
SERVICES PRIVATE LIMITED, KARNAL**

FOR

**SKILL DEVELOPMENT,
OUTCOME BASED TRAINING, PLACEMENT, R&D
SERVICES AND RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING
BETWEEN
DYAL SINGH (P.G) COLLEGE, KARNAL
AND
VITAL PROFESSIONALS BIZ CONSULTANCY AND SERVICES
PRIVATE LIMITED, KARNAL

This memorandum of understanding ("MOU") is entered into and effective as of **24th December,2021**, by and between:

Dyal Singh (P.G.) College, Karnal, Haryana, 132001 and hereinafter unless the context otherwise requires be referred to as "DSC".

And

Vital Professionals And Biz Consultancy private limited a company incorporated under the provisions of the companies act, 2013, and having its registered office at Flat No. I-04, Ground Floor, Tower-8, RAS Residency, Sector 35, Karnal, Haryana 132001, india, and hereinafter unless the context otherwise requires, be referred to as "VPBCS";

Whereas:

DSC and VPBCS have entered into discussions on VPBCS's provision of free recruitment assistance to DSC, for job placements for students of DSC. VPBCS serves as a virtual bridge between recruiters and aspiring applicants especially Of tier-2 and tier-3 areas. VPBCS provides training to students of colleges in different computer technologies and aptitude test

VPBCS and DSC desire to enter into this memorandum setting out the terms and conditions under which the purpose and scope of this MOU will be achieved.

ARTICLE 1

Effective Date

The Parties hereby agree that the Effective date of this MOU shall be the date on which it is signed. The preamble to this Agreement constitutes an integral part thereof.

ARTICLE 2

Purpose and Scope

Purpose: This MOU outlines the mutual cooperation between the two parties for helping in bridging the gap in employability skills by imparting suitable training especially; help the academia understand the gap in skills and support them with industry specific inputs; and provide an opportunity to the all students by connecting them to the right jobs. VPBCS ensures visits of minimum 15 multi-national companies in college from effective date within in a year.

This is a Corporate Social Responsibility (CSR) effort to discover diamonds in students of colleges free of cost.

Role and scope of cooperation: The Parties agree to, in the spirit of mutual cooperation, use best efforts towards fulfilment of their respective obligations in achieving the purpose of this MOU.

This MOU outlines the commitments of both the Parties.

2.1 Commitments of DSC:

- Informing all DSC's departments about VPBCS's services and act as a platform for helping students find employment opportunities by linking industries for hiring.
- Support awareness for training and interviews, by having colleges inform students through e-mail/circular/assembly/bulletin board notices and any other medium that provides similar and suitable academic benefit.
- Support VPBCS by allowing to put posters and other awareness material for colleges to disseminate the information related to academic & professional pursuits to students across campus on bulletin boards, notice boards, emails, etc.

- Provides appropriate campus area, required infrastructure to incoming company while conducting interviews.
- Bear all Hosting expenses of incoming companies.

2.2 Commitments of VPBCS:

- Provide the free offline platform for Students and Recruiters to find the best students for jobs, assuring a minimum of 15 MNC's visit to college campus in one academic session.
- Provide training to all students studying in DSC and help them in getting placements. Three training sessions on Quantity Aptitude, Logical Reasoning and Personality Development will be conducted free of cost prior to the Placement Drive.
- Help academia to understand the gaps in skills and areas of improvement
- Help bridge the gap in specific employability skills and support them with industry specific inputs.
- Support DSC in increasing awareness of among students and colleges by providing the required materials.

ARTICLE 3

Confidentiality

- 3.1 This document is confidential. Both the parties agree to maintain in confidence, and not reveal to any person or body, rights and obligations of the Parties or any information or data which it receives through the other pursuant to this Agreement. The provision of Confidentiality shall survive the termination of this MOU and continue to bind the parties.
- 3.2 Both parties hereby declare that they know that this undertaking will be in force during the validity of this MOU, as well as at any time after this MOU is terminated.
- 3.2 Both parties declare that they know that the undertaking pursuant to this agreement is a pre-requisite for each party to enter into this MOU with the other, and that without this declaration each would not be willing to enter into an agreement with the other.

ARTICLE 4

Intellectual Property

- 4.1 Intellectual Property means all systems, processes, procedures, proposition descriptions, models, copyrights, trademarks, trade secrets, and patents, utility models, methods and other intellectual property

rights recognized in any jurisdiction worldwide, including all applications and registrations.

- 4.2 All Intellectual Property brought-in/used by VPBCS for any of the activities/projects undertaken under this MOU shall belong to VPBCS at all times.
- 4.3 The Materials provided by VPBCS are protected by copyright, including without limitation by Copyright Law and other applicable laws in India.
- 4.4 DSC shall not reveal, make use of or commercialize any of the confidential information provided by VPBCS either during the currency or after termination of the related Agreement for a period of 5 years.
- 4.5 VPBCS will retain the right of ownership to all the Intellectual Property Rights.
- 4.6 DSC shall not use Intellectual Property that is in any way based on the systems, processes, protocols, propositions and models of VPBCS, even though DSC may have amended and added to the foundation Intellectual Property.

ARTICLE 5

General Provisions

- 5.1 Both Parties agree to maintain at all times, a one-point contact for undertaking and overseeing the initiatives listed out in this MOU. Any change in the contacts will be promptly notified to the other Party.
- 5.2 This MOU references good faith efforts by DSC and VPBCS and is an expression of the Parties' current intent and recognizes the fact that the execution of some of the terms of the MOU could require the Parties to enter into definitive agreements. It is understood that without such definitive agreements, the terms of the MOU are not legally binding and will not be relied upon by any party for any purpose and no party is or will be bound by the terms of this MOU, unless and until definitive agreements are signed.
- 5.3 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

- 5.4 Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- 5.5 Applicable Law: The construction, interpretation and enforcement of this MOU shall be governed by the laws of India. The courts of Karnal shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Karnal, Haryana, India.
- 5.6 This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU.
- 5.7 Any notice under this MOU will be in writing and delivered by hand or by registered post acknowledgement due, to the other party at the registered office or as may be substituted by the notice. If any notice sent by e-mail, post will be effective on the date of receipt.
- 5.8 Severability: Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- 5.9 Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU to seek any remedy arising out of a party's

performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinabove written.

Dyal Singh (P.G.) College, Karnal


Principal

Dyal Singh College
Authorised Signatory
KARNAL

Name: Dr. Ashima Gakhar

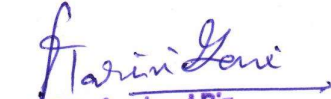
Title: Principal

Ph. - +91-9467996336

dcollege_knl@rediffmail.com

Date: Dec. 24, 2021.

VPBCS Private Limited


Vital Professional Biz

Consultancy and Services Private Limited
Authorised Signatory

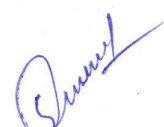
Name: Mr. Tarun Soni **Director**


Title: Director

Ph.-+91-9034020146

vitalproservices@gmail.com

Date: 24/12/21


Witness:
(Sughi Kumar)


Witness:
Sh. Sahil Bhatia