



उत्तर प्रदेश UTTAR PRADESH

EZ 470027

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding is made on 02nd day of March, 2020 BETWEEN

"EMPLOYMENT EXPRESS VERBAND LLP" is a company incorporated and registered under the provisions of the LLP Act and having its registered office at B-701, Balaji Foster Heights, Crossing Republik, Ghaziabad-201016 hereinafter referred to as the "FIRST PART"

AND

"Swami Vivekanad Subharti University" having its Registered office at :NH-58, Delhi Haridwar Bypass Road, Subhartipuram, Meerut, hereinafter referred to as the "SECOND PART"

Ankit Sharma

[Signature]

WHEREAS the party's of the first part and the party of the Second part are desirous of entering into a agreement with each other in respect of business related to placement, skill development, spoken & written classes, personality development & professional classes with the help of multiple Companies, skill development centre, human resource professional, human resources consultant & top level employees of various institutions. regarding the terms and condition of this agreement as mentioned below & the continued herein;

THEREFORE THIS INDENTURE WITNESS AS UNDER

- (1) WHEREAS, the Party of First Part engaged in the business related to placement, skill development, spoken & written classes, personality development & professional classes with the help of multiple Companies, skill development centre, education institution, human resource professional, human resources consultant & top level employees of various institutions & Party of Second Part is a registered collage/ University Swami Vivekanad Subharti University.
- (2) WHEREAS, the Party of SECOND PART agreed to Provide Department wise list of Student/jobseeker (Total Student & Final Year)and has to pay one collective amount (Total amount to be paid = (No. of Students) × 200 INR of Registration for all the students and then after Party of first part will provide customize Registration Link for Student/jobseeker.
- (3) WHEREAS, the Party of SECOND PART agreed with terms and condition for jobless allowance ,job loss allowance as

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discuss with Party of FIRST PART & also responsible to intimate the said terms & condition to JOBSEEKER.

(4) WHEREAS, the Party of SECOND PART agreed & responsible to intimate to the said terms & condition to Student/JOBSEEKER (CANDIDATE)as mentioned below.

- 4.1 JOBSEEKER must Complete registration process & attend career counseling session after registering with Party of FIRST PART and before appearing in any interview.
- 4.2 JOBSEEKER will be aligned for 30 interview appointments within 100 Days after career counseling.
- 4.3 JOBSEEKER must attend 25 interviews out of 30 interviews.
- 4.4 JOBSEEKER job aspiration must be realistic as per skills and qualification.
- 4.5 JOBSEEKER must visit interview as per advised address up for interviews.
- 4.6 JOBSEEKER is supposed to suggest us 5 cities as per their choice for job recommendations, minimum 2 cities from category C, 2 cities from category B and 1 city from category A cities.
- 4.7 HR recommends for any professional training, JOBSEEKER must attend or join the training.
- 4.8 if HR suggest JOBSEEKER for personality development classes, spoken English classes or resume writing to improve skills and present ability, JOBSEEKER must adopt the suggestion to ensure we can serve JOBSEEKER smoothly and in line with our goal of JOBSEEKER's placement in companies.
- 4.9 Personality and Interview skill sessions are provided free of cost. JOBSEEKER need to attend them if required , suggested by HR or Counselor.

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- 4.10 If Jobseeker recommended for another department or job profile by 5 Interviewers (HR), their next interview will be aligned according to the recommended positions. Same will be in the case of salary slab references by interviewers.
- 4.11 if Aspirant is employed, Working part time or full time or has a side business or have any valid source of income or Aspirant is getting any government benefit for unemployment then JOBSEEKER/ Aspirant is not entitled for Jobless Allowance .
- 4.12 Jobless Allowance is Rs.2000/- per month till JOBSEEKER get the job.
- 4.13 JOBSEEKER must obey all the Terms & Conditions for avail job Less Allowance from party of FIRST PART (Employment Express).
- 4.14 If company needs to change any Terms and Conditions as per circumstances, Company has the right to change, alter or terminate any rule or Term and Conditions without any prior notice.
- 4.15 JOBSEEKER must be a registered to avail job loss allowance and registration should be 365 days prior to avail job Loss allowance.
- 4.16 JOBSEEKER must give notice to Employment Express before 15 days of leaving present job.
- 4.17 JOBSEEKER must update Resume every month.
- 4.18 JOBSEEKER need to attend interview after 1 week of leaving the previous job and JOBSEEKER need to attend minimum 2 interviews every week.
- 4.19 for 10 Interviews in next one month and JOBSEEKER have to take 8 interviews our of 10, If JOBSEEKER still don't get job 30 days JOBSEEKER will get job loss allowance from us. If new job is Expectations must be realistic.
- 4.20 Salary demand should be realistic and not above 20 % higher than previous job.

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4.21 Job allowance is not a Government aid it's only a social Responsibility as Employment Service Provider So JOBSEEKER

Need to join our referred organization otherwise JOBSEEKER

Needs to return job loss allowance.

4.22 JOBSEEKER must obey all Terms & Conditions mentioned above for job Loss Allowance. If JOBSEEKER do not follow above rules and regulations, JOBSEEKER's registration will be cancelled & JOBSEEKER's all services and benefits from Employment express will be stopped /forfeited.

4.23 In special case of taking gap from employment JOBSEEKER must take prior approval from Employment Express to make sure that JOBSEEKER's registration is not cancelled.

(5) Whereas the party of first part is responsible to conduct carrier counseling for the entire student as per list provided by party of second part.

5.1 Whereas, the party of first part agreed that to conduct interaction/training session for the entire student JOBSEEKAR as planned and with consent of university.

5.2 Whereas, the party of first part agreed to conduct pre-screening drill for all the students.

5.3 Whereas, the party of first part agreed to assign a dedicated placement specialist manage all the training & placement activities.

5.4 Whereas, the party of first part agreed to provide placement assistance for a the student as per the list as mentioned in para no : 4 .

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- 5.5 Whereas, the party of first part agreed that the student interaction /training session with first part.
- 5.6 First party will ensure that all Jobseekers are paid with notified minimum wages at least as per law.
- (6) WHEREAS, the Party of SECOND PART agreed to provide Space for any events conducted by the party of FIRST PART related to training, carrier counseling etc further both the parties agreed to use one another's logo advertisement and marketing purpose.
- (7) WHERAS, Party of first part is a Limited Liability Partnership company so most of the our policy, terms & conditions are on the website and social media platforms, so if student/ jobseeker come to know about terms and condition as mentioned in point no.4 form web site and social media in that situation the party of first part shall not responsible.
- (8)WHEREAS, this agreement shall be effective beginning from the 02/03/2020 either the party may terminate this agreement by giving a written notice of (15)days, This agreement may be terminated at any time by mutual consent by both the parties .
- (9) WHEREAS, if both the parties mutually agreed to make amendment, modification, alteration in the present agreement if required.
- (10) WHEREAS In the event of any disputes and differences between the parties, the courts at Meerut alone shall have jurisdiction to try and entertain the same.

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Dispute Resolution

Any lack of understanding to the spirit and implementation of this MOU will be resolved by mutual consultation between Managing Director of "The LLP" or his designated nominee and the Registrar of "The University" or his designated nominee. In case parties fail to resolve the dispute by mutual consultation, same will be resolved through Arbitration in terms of clause below.

Arbitration

Any controversy or claim arising out of or relating to this MOU or the breach thereof may be settled by arbitration administered by the Indian Council of Arbitration, ("ICA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator shall be binding and may be entered in any court having jurisdiction thereof. Arbitrators consist of the following members:- a) Ombudsman of University, b) Dr. Reena Vishnoi, Professor, Subharti Law College and c) Sh. Manu Sharma, Advocate.

IN WITNESSTH WHERE OF partners have put hereunto set and subscribed their respective hands/ signatures on the day, month and year, first written hereinabove.

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SIGNED, SEALED & DELIVERED BY WITHIN

(1) NAMED: Ankit Sharma, Partner Employment express verbend LLP.

EMPLOYMENTEXPRESS VERBAND LLP

Ankit Sharma
Designated Partner

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(2) NAMED : D.K. Saxena, Registrar, SVSU, Meerut



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WITNESS

1. _____

2. _____