Memorandum of Understanding

Between

All India Council for Technical Education
New Delhi

And

Monster.com

22nd March, 2017
This Memorandum of Understanding (MoU) is made on the 22nd day of March, 2017 at New Delhi.

BY AND BETWEEN

All India Council for Technical Education (hereinafter referred to as "AICTE") is the statutory body and a national-level council for technical education, under Department of Higher Education, Ministry of Human Resource Development. Established in November 1945 first as an advisory body and later on in 1987 given statutory status by an Act of Parliament of the First Party

AND

Monster.com (India) Private Limited (hereinafter referred to as the "Service Provider"), incorporated under the Indian Companies Act, 1956 and having its registered office at 8-2-293/82 A. 1024 & 1024/1, Road No. 45, Jubilee Hills, Hyderabad – 500 033, Telangana, India and providing the job seeking, career management, recruitment and talent management capabilities in the country since 2001, which expression shall mean, unless the context otherwise provides its successors, administrators, permitted assigns etc., the Second Party.

PREAMBLE

Whereas both the Parties have under this MOU agreed to collaborate with each other or jointly collaborate with the third Parties for increasing employability, assisting placement and/or facilitating job search/opportunities for the persons (individual Seekers) trained under all Government Colleges/Institutions under All India Council for Technical Education (AICTE) and whereas the following has been agreed to between the Parties to this effect:

1) The Service Provider is willing to offer the MonsterCollege.in Platform services free of Costs to all (AICTE) approved Institutions/Colleges.

2) There is no fee to be paid by the candidates for their registration in the Monstercollege.in website/database or for updating their profile.

3) The Service Provider will showcase the candidates from the database of candidates trained under All India Council for Technical Education (AICTE) to its large pool of employers.
4) These candidates will be differentiated by tagging with the respective All India Council for Technical Education (AICTE) brand logo along with the logo of the affiliated institution or college.

5) Monster.com would like to engage with AICTE, to enable placement support for candidates trained under various skill training programs using its Rozgarduniya platform, where employers will get access to "skills certified" candidates to search and contact for possible employment opportunities.

MONSTER.COM’S OBLIGATION:

1. To provide online customized platform to the Member on www.monstercollege.in (Monster College website) including 24*7 online profiles to attract companies; Inviting companies and other entities to view users profiles online and providing access to its website www.monstercollege.in who have subscribed for the website services.

2. Monster’s dedicated corporate sales team will endeavor to help in making available opportunities from companies as well as small & medium enterprises.

3. To provide awareness through various means thereby resulting into increased chances of employment of user.

4. To provide informative articles and content delivered through Monster College website / platform and to improve chances of users employability.

5. To conduct/allow free mock practice tests as prevalent in Industry along with comprehensive performance report of the users at the price specified for these services. This shall help to identify skill gaps of the users and take proactive measures.

6. Monster.com would list candidates trained under various skill training programs on the Rozgarduniya Platform at "NO COST". AICTE candidates will be accessible by our large pool of employers to search, find and connect with candidates. All candidates will bear the AICTE Logo alongside.

7. Candidates and Recruiters will have access to the Rozgarduniya (Multi-Linguual) Mobile APP.

8. Monster.com shall not further sell or transfer or assign the database supplied to it by AICTE to any other agency without the prior permission of AICTE.
ALL INDIA COUNCIL FOR TECHNICAL EDUCATION (AICTE)'S OBLIGATION:

1. All India Council for Technical Education (AICTE) shall provide Monster the name of its authorized representative who shall serve as point/s of contact with Monster.

2. The All India Council for Technical Education (AICTE) shall takes all steps necessary to communicate to its affiliated institutions and colleges about the Services subscribed under this Agreement and ensure that the candidates register themselves on the platform.

3. All India Council for Technical Education (AICTE) shall be solely responsible for the Monster College Services appropriated by it under this Agreement to users and / or candidates. All India Council for Technical Education (AICTE) further undertakes that the Services subscribed by it under this Agreement are solely for the purpose of its proper appropriation to the users and/or candidates and not for its commercial use / resale purpose.

4. AICTE" will share database of persons trained under various skills and vocational training initiatives of "AICTE".

MISCELLANEOUS PROVISIONS:

1. The Memorandum of Understanding (MOU) as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of AICTE and SERVICE PROVIDER to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either party, nor any constraints be imposed by either party upon the each other, and nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is allowed only, after seeking explicit prior permission in writing by either party.

3. The Memorandum of Understanding or any part thereof may be amended at any time during its tenure only by consent in writing of the parties.

4. The Memorandum of Understanding is not intended to create any legal relation of employer-employee or of principal and agent amongst the parties.
5. This Memorandum of Understanding shall remain valid for a period of TWO years from the date of its signing, and can be extended on mutual terms and conditions.

6. Through this Memorandum of Understanding AICTE and SERVICE PROVIDER affirm their commitment to fulfill and achieve the objectives mutually agreed upon in this Memorandum of Understanding.

IN WITNESS WHEREOF, the Parties hereto have executed this MoU in their corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned.

For All India Council for Technical Education (AICTE)  
Name: Prof. Anil D. Sahasrabudhe  
Title:  
Dated: 22/03/2017

For Monster.com (India)  
Name: Sanjay Modi  
Title:  
Dated: 22-03-2017

1. Signature:  
Name:  
Designation:  
Date: 22/03/2017

2. Signature:  
Name:  
Designation:  
Date: 22-03-2017