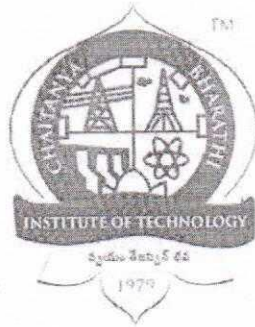
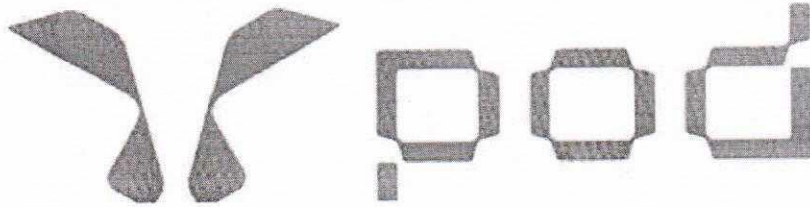


Memorandum of Understanding For



**Chaitanya Bharathi Institute of Technology**

**Hyderabad**

**08th June, 2023**

**Building Careers,  
Digitizing Campuses.**



Respected Dr. N. L. N. Reddy,  
Director - Career Development Center,  
Chaitanya Bharathi Institute of Technology, Hyderabad

Thank you for your interest in using Pod.ai, 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 POD or related to the MoU.

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

Sincerely,

Mr. Rishu Gupta  
POD - Co-founder & Director

Mr. Raviteja Botta  
Sr. Manager - Academia Solutions  
+91 9311159742

## MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** (this "MoU"), is made on the \_\_\_\_ day of June 2023 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 **Chaitanya Bharathi Institute of Technology**, Gandipet, Hyderabad, Telangana, (hereinafter referred to as "**Institution**").

### 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 **Pod.ai** for use by the **Institution** for their convenience and as a tool to help them perform their job in a more efficient manner.

**CHAITANYA BHARATHI INSTITUTE OF TECHNOLOGY**, established in the Year 1979, esteemed as the Premier Engineering Institute in the States of Telangana and Andhra Pradesh, was promoted by a Group of Visionaries from varied Professions of Engineering, Medical, Legal and Management, with an Objective to facilitate the Best Engineering and Management Education to the Students and contribute towards meeting the need of Skilled and Technically conversant Engineers and Management Professionals, for the Country that embarked on an Economic Growth Plan. WHEREAS the Institution desires to engage with **CALYXPOD** to use its product **Pod.ai**. 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**

- 1.1 **CALYXPOD** will provide its product **POD.ai** over the internet. **POD.ai** 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:
- 1.2 **Institution** will be provided its own **Community** on **Pod.ai** with a URL like <https://Community.pod.ai>.
- 1.3 **Institution** will be able to update its contact details & logo.
- 1.4 **Department Team Members** and the **Students** will be able to update their individual passwords.
- 1.5 **Individual students** will be able to edit / update the following details in their profile and generate their Resumes.
  - 1.5.1 **Personal Details** (excluding the Name, Course, Roll Number)
  - 1.5.2 **Contact Details** (excluding the Primary Email Address)
  - 1.5.3 **Academic Details** (College Academics if permitted by the Department settings as decided by the Department Head)
    - 1.5.4 **Project Details**
    - 1.5.5 **Professional Experience Details**
    - 1.5.6 **Seminar / Training Details**
    - 1.5.7 **Research / White Paper Details**
    - 1.5.8 **Achievements, Extra Curricular Activities, Personal Interests / Hobbies.**
    - 1.5.9 **References**
- 1.6 **Students** will be able to view the various placement event opportunities for which they are eligible.
- 1.7 **Institute** will be able to see the placement event opportunities which can also be passed on to the students

## 2. SUBSCRIPTION PACKAGE

CALYXPOD will provide Pod.ai 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. CALYXPOD will provide Pod.ai for use by the Institution for one academic year (2023-24) from the date of signing at no cost till 30th June 2024. The pricing of Rs. 150 + 18% GST is applicable post the end of free subscription in the next academic year starting from 1st July 2024.

Features provided are mentioned below:

Module	Includes features
<b>Branding</b> Make Pod Your own	<ul style="list-style-type: none"> <li>• Private Customized Sub-Domain [Your own URL]</li> <li>• Company Registration Page - Standard</li> <li>• Assistance in Integrating College Website with POD.AI</li> <li>• College / Department Specific Logos</li> </ul>
<b>Community/Network - Set Up Details</b> Helps the college authorities manage their platforms based on Departments and Students.	<ul style="list-style-type: none"> <li>• Number of Courses - Unlimited</li> <li>• Number of Departments - Unlimited</li> <li>• Number of Batches - Unlimited</li> <li>• Number of Placement Team Members - Unlimited</li> <li>• Number of Faculty + Management - Unlimited</li> <li>• Multiple Campuses</li> </ul>
<b>Student - Registration &amp; Information</b> Helps maintain and manage student data and access rights.	<ul style="list-style-type: none"> <li>• Students to be able to register / sign-up (with approvals)</li> <li>• Ability to manage student access permissions (active, suspend etc)</li> <li>• Ability to control who can edit academics</li> <li>• Upload / update student data using excel sheet</li> <li>• Master download for student data (along with resumes)</li> <li>• Send notes to students (on both web &amp; mobile)</li> <li>• Send Note to Students</li> <li>• Use advanced resume builder to generate standardized resumes</li> <li>• Students can maintain multiple resumes</li> </ul>
<b>Placement Events - Job/Internship</b> Used to create and manage new internship and job opportunities and their data.	<ul style="list-style-type: none"> <li>• Create &amp; Manage Job/Internship Opportunities</li> <li>• Job/Internship Opportunities Registration &amp; Scheduling</li> <li>• Ability to Share Interested Students Data with Companies</li> <li>• Automated Reminders - Registration Deadline/Change in schedule</li> <li>• Maintain Job/Internship Offers</li> <li>• Download Job Offers Data</li> <li>• Maintain Details of Corporate partners - Emails, Number</li> <li>• Email + Push Notifications on App - Job/Internship Opportunities</li> <li>• Categories Companies - Based on Package and Number of Offers</li> <li>• Ability to Check Offers Acceptance/Joining Status.</li> </ul>



<p><b>Faculty + Management Onboarding</b> Used to onboard faculty and management members on the platform.</p>	<ul style="list-style-type: none"> <li>• Faculty + Management Onboarding</li> <li>• Course Wise Access to Faculty Coordinators</li> </ul>
<p><b>Reports - Placements/Internship &amp; Company Specific</b> Used to get departmental, course, and student-specific insights and placement information.</p>	<ul style="list-style-type: none"> <li>• Digitizing Previous Years Placement Data - ₹1500/Batch updated</li> <li>• Placement Report for Each Batch</li> <li>• Placement Report for Each Department</li> <li>• Placement Report for Each Course</li> <li>• View Trends of Placements across Multiple Years</li> </ul>
<p><b>Communicate + Share + Announce</b> Used to communicate, share and announce events, knowledge, updates and much more</p>	<ul style="list-style-type: none"> <li>• Ability to chat with among the active members on the platform</li> <li>• Ability to Maintain Group Chats</li> <li>• Push Notifications for Messages on Mobile App</li> <li>• Create Post - To Share content with students</li> <li>• Administration Rights to Forums</li> <li>• Public + Private Forums</li> <li>• Forums on Mobile</li> <li>• Automated Forums on Placement Events / Interview Experiences</li> <li>• Email Notifications on Publishing Placement Events</li> </ul>
<p><b>Mobile App - iOS &amp; Android</b> For real-time updates, easy and fast access to information</p>	<p>Available for all the user types</p>
<p><b>Security</b> To ensure confidentiality and security for all the users</p>	<ul style="list-style-type: none"> <li>• Private Community</li> <li>• Secure Connection - HTTPS Protocol</li> <li>• Full Control / Admin Privileges</li> <li>• ISO Certification - 27001:2013 &amp; ISO 9001:2015</li> <li>• History Trail - All Activities - For 30 Days</li> <li>• TnP Helpline (9 AM to 6 PM - Weekdays)</li> <li>• Student Email Support (9 AM to 6 PM - Weekdays)</li> <li>• Dedicated Account Manager / Team</li> <li>• Faculty Email Support (9 AM to 6 PM - Weekdays)</li> <li>• Online Training &amp; Support</li> <li>• On Campus Training &amp; Support - 2 Visits Free (Rs.2500 Per Visit thereafter)</li> </ul>

### 3. DATA SECURITY

As per this agreement all the details collected from the students and all data stored and retained in **Pod.ai** 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 **Pod.ai** in accordance with 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. **ISO Certified** – 27001:2013 & 9001:2015
3. **Team Management / Access Control System:** No user can misuse the system.
4. **Complete Admin Rights:** No Other Party Involvement
5. **History Trail:** All activity of various Actions and Downloads are captured.
6. Deployed on one of the **best Secure Cloud Environments** in the World.
7. **Data shall not be distributed or sold by CalyxPOD to any third party for commercial reasons.**
8. **Data shall be stored on secured servers located in Maharashtra, India.**

#### 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 **one year 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 Pod.ai.

#### 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 Hyderabad Telangana, India.**

#### 6. MISCELLANEOUS:

- 6.1 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.
- 6.2 All claims regarding this Agreement are governed by and construed in accordance with the laws of Telangana 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 Telangana State jurisdiction as per mutual agreement.

6.3 This Agreement binds and ensures 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 & Behalf of  
Calyxpod Talent Solutions Pvt. Ltd.

Yours sincerely,  
For CALYXPOD TALENT SOLUTIONS PVT. LTD.

  
Rishu Gupta Director  
Calyxpod Talent Solutions Pvt Ltd

Mr. Rishu Gupta, Co-Founder & Director  
(Authorized Signatory)

For & Behalf of  
Chaitanya Bharathi Institute of Technology



Dr. P. Ravinder Reddy  
(Principal)

**Principal**  
Chaitanya Bharathi Institute of Technology  
(Autonomous)  
Gandipet, Hyderabad-500 077

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