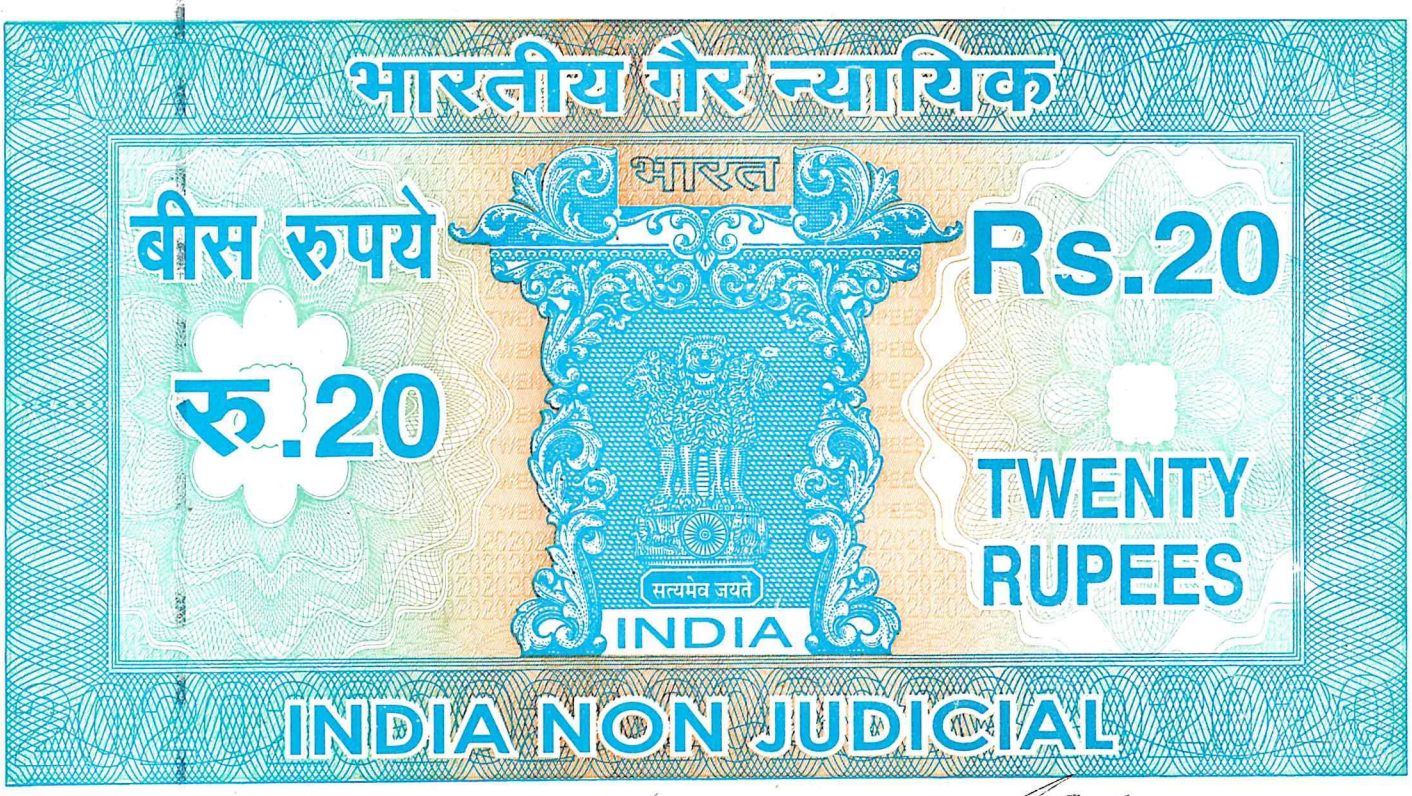

தமிழ்நாடு तमिलनाडु TAMIL NADU 26AC 440226

12.09.2022

K. திலா S.V. No. 1186/85
எண். 3, இ.சா.ப. அலுவலகம்,
டவுன்ஹால், திருச்சி-2.

Memorandum of Understanding (MoU)

Between

J.J. College of Engineering and Technology

and

Zalaris - Chennai

Oct 16, 2023

zalaris

Simplify work life.
Achieve more.

October 16, 2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MoU**") is entered into at J.J. College of Engineering and Technology as on October 16, 2023, by and between

J.J College of Engineering and Technology, an institution having its office at Ammapettai, Poolangulathupatti Post, Trichy-620 009 (hereinafter referred to as "**Institution**", which expression unless repugnant to the context or meaning hereof, be deemed to mean and include its successor and assignees);

AND

ZALARIS HR SERVICES PRIVATE LIMITED, a private limited company incorporated under the Companies Act 1956 and having its registered office at 2nd Floor, Block B Global Infocity Park, Chennai Tamil Nadu – 600096 (hereinafter referred to as "**Zalaris**", which expression unless repugnant to the context or meaning hereof, be deemed to mean and include its successor and assignees)

Institution and Zalaris shall hereinafter be individually referred to as "**Party**" and collectively as "**Parties**", as the context may so require.

RECITAL

Institution is, *inter alia*, engaged [J.J College of Engineering].

A. Zalaris is, *inter alia*, engaged in providing payroll human resource solutions in order to simplify its customer's work life and support to create their sustainable business.

B. Zalaris is desirous to provide highly specialized training to the student of the Institution and the Institution has expressed the desire to collaborate with Zalaris for the purpose of enhancing the on-the-job skills and knowledge of the Students as per the curriculum (as detailed in **Annexure A)** (hereinafter referred as "**Curriculum**") during the course of education of the Students with the Institution in accordance with the terms stipulated hereunder.

C. The Parties have accordingly agreed enter into this MOU to record certain understanding with regard to this collaboration.

NOW THEREFORE THIS MOU WITNESSES AND IN CONSIDERATION OF THE PREMISES, MUTUAL PROMISES, COVENANTS, WARRANTIES SET FORTH HEREINAFTER, IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS UNDER:

1. Notwithstanding anything stated herein, Zalaris shall enter into a separate agreement with respective students ("**MoU with Students**") who intend to obtain training as per the Curriculum modified by the Parties from time to time ("**Interested Candidates**"). In this regard, Institution shall cooperate with Zalaris to ensure that the interested students enter into a separate agreement for the given purpose.

2. Institution agrees and acknowledges that Zalaris shall be providing sufficient time and incurring substantial expenditures in order to conduct training activities and providing best infrastructure to these Interested Candidates under the MoU with Student and any failure of such Interesed Candidate to complete training and join employment with Zalaris as per the terms of the MoU with Student shall cause substantial loss and damage to Zalaris.

3. Pursuant to clause 3 above, the Parties hereby agrees that the Interested Candidate shall pay (and Institution shall ensure that the Interested Candidate shall pay) an amount of INR [3,75,000] (Rupees Three Lakhs Seventy Five thousands Only) ("**Loss Amount**") to Zalaris if the Interested Candidate fails to join employment of Zalaris upon completion of the training period as per the terms of the MoU with the Students.

4. This MOU places no financial obligations or supplementary funding commitments on either party. Such activities will be defined through separate training program agreements (as specified in clause 3 and clause 4 above) that detail the commitment of each Party. Subsequent training program agreements must be approved in writing by the authorized representatives of both Parties.

5. This MOU shall come into effect on Effective Date and shall remain valid for a period of [3] years or till the period of validity of any such training program agreement entered by the Parties pursuant to clause 5 above, whichever is later. The MOU maybe extended by mutual consent of the Parties in writing for further tenure.

6. Any modifications to the terms of this MOU shall be only effective upon mutual consent of the Parties incorporated through an addendum in writing.

7. In all respects, this MoU shall be governed by the laws of India and the courts of Chennai, Telangana, India shall have exclusive jurisdiction over matters relating to this MoU. Any disputes or differences whatsoever between the Parties, which cannot be settled by mutual discussions within thirty (30) days from the date of dispute raised, shall be referred to the arbitration of a sole arbitrator to be appointed by the Company under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as re-enacted or amended from time to time). The arbitration proceedings shall be conducted in English language and the seat of arbitration shall be at Chennai, Tamil Nadu, India.

8. The Parties have read and understood this MOU and agree that this MOU supersedes all proposals, representations, understandings including any prior agreement whether oral or written and all other communications between them relating thereto.

9. In the event that any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable, to such an extent, such terms, conditions or provisions shall be severed from the remaining terms, conditions and provisions and such remaining terms, conditions and provisions shall continue to be valid to the fullest extent permitted by law, provided however if such invalid, unlawful or unenforceable terms, conditions or provisions may be made legal, valid and enforceable by limitation or modification thereof, then the term, condition or provision shall be revised and reformed to make it legal, valid and enforceable to the maximum extent provided by law.

10. This MOU may be signed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties above named have executed these presents in the presence of the witnesses attesting hereunder.

For and on behalf of
J.J College of Engineering & Technology, Trichy

Signature: _____
Name: Dr. P. MATHIYALAGAN
Designation: PRINCIPAL

In witness thereof

Signature: _____
Name:
Relation:

For and on behalf of
ZALARIS HR SERVICES PRIVATE LIMITED

Signature: _____
Name: KARTHIKEYAN DURAI
Designation:

In witness thereof

Signature: _____
Name:
Relation:

COLLEGE OF ENGINEERING & TECHNOLOGY ★ J.J. TRICHY