# Government of Jharkhand

## Receipt of Online Payment of Stamp Duty

**NON JUDICIAL**

**Receipt Number :** 990115335321d38ef77e

**Receipt Date :** 13-Sep-2024 12:36:32 pm

**Receipt Amount :** 100/-

**Amount In Words :** One Hundred Rupees Only

**Document Type :** Agreement or Memorandum of an Agreement

**District Name :** Ranchi

**Stamp Duty Paid By :** BUZZWORKS BUSINESS SERVICES PVT LTD

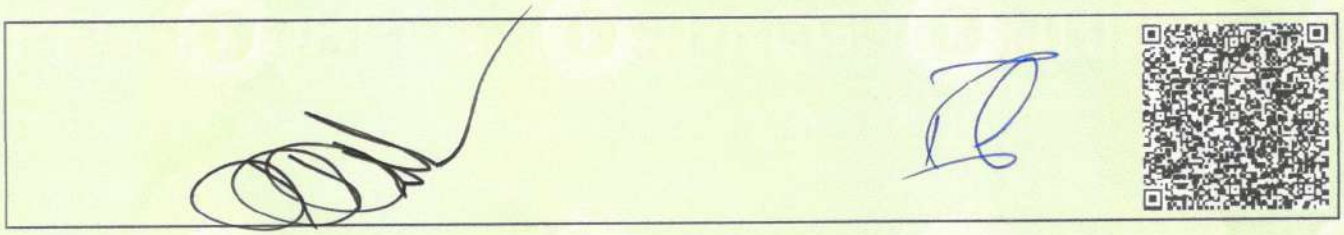
**Purpose of stamp duty paid :** MOU

**First Party Name :** BUZZWORKS BUSINESS SERVICES PVT LTD

**Second Party Name :** JHARKHAND RAI UNIVERSITY

**GRN Number :** 2404159802

-: This stamp paper can be verified in the jharnibandhan site through receipt number :-



This Receipt is to be used as proof of payment of stamp duty only for one document.The use of the same receipt as proof of payment of stamp duty in another document through reprint,photo copy or other means is penal offence under section-62 of Indian Stamp Act,1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

This memorandum of understanding ("**Agreement**") is made and executed at Jharkhand Rai University, Ranchi on this, the 13th day of September, 2024,

**BY AND BETWEEN**

**M/s. Buzzworks Business Services Private Limited**, a company duly incorporated under the Companies Act, 1956, having its Registered Office at Door No.84, 3rd Floor, Murugesa Naicker Building, Greams Road, Chennai-600006, represented by its authorized signatory, Mr. R. R. Prakash, Senior Vice-President, Email: prakash@buzzworks.com, (hereinafter referred to as "**BUZZWORKS**" or **"First Party",** which expression shall, unless repugnant to the context or meaning thereof, mean and include successors-in-interest, administrators, authorised representatives and assigns) of the FIRST PART.

**AND**

**JHARKHAND RAI UNIVERSITY,**( Established under "Jharkhand Rai University Act, 2011" by Jharkhand State Legislature as per section 2(f) of UGC Act 1956 , the first private university in the state of Jharkhand accredited by NAAC and approved by UGC both. **Campus Address - Raja Ulatu, Namkum, Ranchi, Jharkhand – 834010**, represented by its Authorized Signatory, **Prof. (Dr.) Piyush Ranjan** Authorized Signatory **Registrar's** Email: registrar@jru.edu.in (hereinafter referred to as the "**University**" or **"Second Party",** which expression shall, unless repugnant to the context or meaning thereof, mean and include successors-in-interest, administrators, authorised representatives and assigns) of the SECOND PART.

Wherever the context so requires in this Agreement, Buzzworks and University are collectively referred to as "**Parties**" and individually as "**Party**"

WHEREAS

a. Buzzworks, inter alia, is in the business of providing staffing and recruitment solutions to clients and is interested in employing eligible students passing out from universities and colleges situated in India.

b. University offers a wide range of programmes across disciplines and at various levels such as diploma, under-graduate, post-graduate and doctoral programmes with strong emphasis on training and placement of its students with suitable employers to facilitate the career opportunities and growth of its students.

c. Buzzworks has expressed interest and approached the University to participate in the on-campus recruitment program of the University for the purpose of identifying, selecting and employing students of Buzzworks' choice from the eligible students of the University.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

1. **AGREEMENT:** In consideration of Buzzworks participating in the on-campus recruitment of the University for the purpose of identifying, selecting and employing students of Buzzworks' choice from the eligible students of the University, University hereby grants Buzzworks permissions and facilities contained in this Agreement, in accordance with the terms and conditions contained herein.

2. **TERM AND TERMINATION:** The term ("Term") of this Agreement shall be 1 (one) year from the date of its execution and unless terminated in accordance with the terms hereof, this Agreement shall continue to remain in full force and effect for the entire Term. Either Party may terminate this Agreement, without cause, by issuing 1 (one) month prior written notice to the other Party in writing.

3. **BUZZWORKS REPRESENTATIONS, COVENANTS & ENTITLEMENTS:**
   3.1. Buzzworks shall be entitled to participate in the recruitment activity of eligible students of the University and shall be entitled to identity, select and employ students, at its sole choice and discretion.
   3.2. It is hereby explicitly stated that the decision to employ any Student/Candidate onto Buzzworks' payroll rests solely within the discretion of Buzzworks. Buzzworks reserves the right to terminate any recruitment process at any stage,

even subsequent to the selection of a Candidate, upon discovering withheld information or cheating or for any reason deemed appropriate by Buzzworks. Such termination shall be at the absolute discretion of Buzzworks.

3.3. Buzzworks shall be entitled to, at its sole choice and discretion, determine the terms of employment offered to the students of the University.

3.4. Buzzworks is in the business of providing staffing and recruitment services to its clients and any students selected will be on the payrolls and employment of Buzzworks and may be deployed by Buzzworks with any of its clients and University understands and agrees that any selected student, remains at all times, the employee of Buzzworks, unless indicated otherwise expressly.

3.5. Buzzworks shall provide to the University, a detailed description of the job(s) that are currently being offered by Buzzworks. Job Description("**JD**") shall contain the eligibility criteria of the job that is being offered by Buzzworks including the title, location, terms, salary, requirements, and responsibilities of a candidate, and all other necessary information required for a candidate to make an informed decision to take up the job. Buzzworks shall keep the information in JD accurate and update the same and inform University within 48 hours in the event of any change in the same.

3.6. Buzzworks, upon intimation from University of eligible students in this regard, shall select the students for conducting interview and/or tests and/or other selection procedures, as it deems appropriate, and shall issue a formal offer letter of employment to successful candidate containing the terms and conditions of employment. Upon acceptance from such candidate, Buzzworks and such candidate shall enter into a formal contract of employment in writing. The offer letter or contract of employment, as appropriate, shall state the description of work to be performed, and state all relevant details including location, work hours, timings, leave facilities, salary and employee entitlements.

3.7. Buzzworks shall designate a member of its staff to serve as liaison with the University for the purpose of this Agreement.

3.8. Buzzworks shall inform the University, in a timely manner, of any changes pertaining to the recruitment planned, including any changes in the JD, location, timing of selection procedures, etc.

3.9. Buzzworks shall not impose any charges, direct or hidden, upon any of the students / Candidates, provided however that the students / Candidates shall bear their own expenses for participating in the recruitment process, such as travel and any other associated costs.

3.10. Notwithstanding the employment of any candidate by Buzzworks, Buzzworks reserves the right to remove the candidate from work at any time if it determines, at its sole discretion, that the candidate is not capable of performing

the duties required. Buzzworks is under no obligation whatsoever to retain such a candidate. The candidate will be bound by the terms of employment of Buzzworks and can be terminated at any time in accordance with those terms if found incapable.It is hereby agreed between the Parties that Buzzworks does not guarantee any volume of work during the Term of this Agreement.

## 4. APPLICATION PROCESS

4.1. The University shall facilitate / provide applications duly filled by its students ("Candidates") who are interested to take up the job as described in the JD, to Buzzworks within the stipulated time from the date of receiving the JD and shall ensure that only signed and completed Applications are submitted by the Candidates.

## 5. SELECTION PROCESS

5.1. Buzzworks may at its own discretion, schedule an interview for the purpose of recruiting the Candidates, after receiving applications of the Candidates from the University.

5.2. Interview and other selection procedures may be conducted by Buzzworks or any other organization/individual/team authorized by Buzzworks in any of the following two modes, or a combination of both as decided by Buzzworks:

(i) Online

(ii) On-campus

5.3. Buzzworks shall communicate to the University in writing, about the date, location, and other details of the scheduled interview and other selection procedures. University shall duly communicate the same to the Candidates in a timely manner.

5.4. For conducting interview and other selection procedures by Buzzworks, University shall arrange for, and give due access and supporting infrastructure as required by Buzzworks.

5.5. Upon completion of interview and other selection procedures, Buzzworks shall provide the list of Candidates selected to the University and University shall facilitate the communication / communicate the same to the Candidates.

## 6. UNIVERSITY'S REPRESENTATIONS, COVENANTS & ENTITLEMENTS:

6.1. University shall take reasonable steps to confirm the accuracy of information provided by Candidates in their application and ensure that all required supporting documentation accompanies each application.

6.2. University shall communicate the relevant notices and announcements made by Buzzworks to the students / Candidates.

6.3. University shall authorize Buzzworks to enter into its campus for the purpose of conducting information sessions, interviews, etc. and perform all such actions so as to give effect to the provisions of this Agreement, as and when required by Buzzworks.

6.4. University shall assign a member of its staff to serve as liaison with Buzzworks for the purpose of this Agreement.

6.5. University shall provide and/or authenticate educational and other relevant records and reports relating to the students/Candidate(s).

6.6. University shall communicate with Buzzworks forthwith of any safety, ethical, legal, or clinical concerns regarding any of the Candidate(s) or the scheduled interview.

6.7. University shall communicate with Buzzworks at least 5 days in advance of a planned recruitment program of any changes, including any changes in Candidates, timings, location, etc. If Buzzworks has incurred expenses for such a recruitment program, the program cannot be changed without providing a proper reason, or the University will be liable for reimbursing such expenses incurred by Buzzworks.

6.8. University understands and agrees that Buzzworks shall provide employment opportunities only to such students who have passed the final examination or are appearing for the final examination and are on the cusp of completing the program of study with the University.

7. **NOTICE:** All the notices by the Parties to this Agreement shall be in writing and shall be sent through email to the addresses provided in Table No.1 hereunder:

Table No.1

| | |
|---|---|
| BUZZWORKS' COMMUNICATION MAIL ADDRESS | Email: - prakash@buzzworks.com |
| UNIVERSITY'S COMMUNICATION MAIL ADDRESS | Email: cmc@jru.edu.in |

8. **STAMP DUTY:** The stamp duty towards this Agreement shall be borne by Buzzworks.

9. **FORCE MAJEURE**:

9.1. If and to the extent either Party's performance of its obligations under this Agreement is impeded or made unreasonably onerous by circumstances beyond its reasonable control that it could not reasonably have been expected to have taken into account at the time the Agreement was entered into, including **(a)** acts of God; **(b)** flood, fire, earthquake or explosion; **(c)** war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; **(d)** government order or law; **(e)** actions, embargoes or blockades in effect on or after the date

of this Agreement; **(f)** action by any governmental authority; **(g)** national or regional emergency; **(h)** strikes, labour stoppages or slowdowns or other industrial disturbances; **(i)** epidemic, pandemic or similar serious illness; and other similar events beyond the reasonable control of the Impacted Party, or to have avoided or overcome the effects of, such Party shall be released from liability in damages and any other penalties for delay in performing or failure to perform such obligations.

**10. MISCELLENEOUS**:

10.1. Each Party represents and warrants that it has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder.

10.2. This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which, when taken together, shall constitute one and the same instrument.

10.3. Changes and additions to this Agreement must be in writing and duly executed by the Parties.

10.4. If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Should any provision of this Agreement be or become ineffective for reasons beyond the control of the Parties, the Parties shall use reasonable efforts to agree upon a new provision which shall as nearly as possibly have the same effect as the ineffective provision.

10.5. Each of the Parties hereto shall co-operate with the other Party and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

10.6. The terms and provisions of this Agreement that by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive the completion and termination of this Agreement.

10.7. **Non-Exclusivity**: This Agreement does not establish an exclusive relationship between the Parties. Each Party retains the right to engage in similar agreements or arrangements with other parties, whether they are competitors or not, without restriction or obligation to the other Party.

10.8. This MOU is intended to express the mutual understanding of the Parties regarding the subject matter herein. It is not intended to create any legally binding obligations on either Party. Neither Party shall have any liability or obligation to the other except for what is expressly stated in this MOU.

**11. GOVERNING LAW AND DISPUTE RESOLUTION:**

11.1. This Agreement shall be governed by and construed in accordance with the laws of India.

11.2. Parties agree that in the event of any dispute arising between the Parties as to the interpretation or the legal effects of the Agreement, the Parties shall first seek to resolve such dispute through negotiations, and the Parties are obligated to cooperate in reaching a settlement. Further, If a dispute is not resolved through negotiations, the Parties shall then refer the matter to arbitration consisting of a sole arbitrator. If such arbitration does not lead to a resolution, the dispute shall then be subject to the exclusive jurisdiction of the Courts of Ranchi which shall have exclusive jurisdiction.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS MOU ON THE DAY AND DATE AFOREMENTIONED.

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|---|---|
| (Authorised Signatory)<br>**For Buzzworks Business Services Private Limited**<br>Mr. R. R. Prakash<br>Senior Vice-President | (Authorized Signatory)<br>**For Jharkhand Rai University**<br>Prof. (Dr.) Piyush Ranjan<br>Registrar |

13/9/24

Registrar
Jharkhand Rai University
Ranchi