



R1 RCM Global Private Limited
(Formerly known as Accretive Health Services Private Limited)
Candor Gurgaon One Realty Projects Private Limited
IT/ITES SEZ, 2nd, 3rd, 4th & 5th Floor, Building No. 1, Village Tikri
Sector 48, Gurugram - 122018 Haryana, India
Tel : + 91 124 4686400 | CIN:- U74900DL2009PTC187041
Website: www.r1rcm.com

05/02, 2019-2020

To,

Sub: Memorandum of Understanding ("MoU") to engage the Shambhunath Institute
('Institution') for conducting the recruitment drive. Eng. & Tech. Prayag

Dear Sir / Ma'am,

Referred below are the terms and conditions for proposed Recruitment Drive ("Recruitment") for which R1 RCM Global Private Limited ("the Company") is seeking an association with your esteemed Institution for conducting employment activities pertaining to hiring graduates.

This Memorandum of Understanding ("MoU") details the modalities and general conditions regarding collaboration between the Institution and the Company for the purpose of Recruitment Drive for conducting employment activities pertaining to hiring graduates.

Basis the mutual discussion the Institution and the Company have deliberated and come to a mutual consensus on the basis of which this MoU is being entered into, between the Company and the Institution. Please note that the purpose of this MoU is to set out the broad terms and conditions that have been agreed between the parties.

Each party above named shall be referred to as a "Party" when referred to individually and shall be referred to as the "Parties" when referred to collectively.

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Shambhunath Group of Institutions
Jhalwa, Prayagraj

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GAIN FAR MORE THAN REVENUE

Registered Office : 17, Subhash Marg, Darya Ganj, New Delhi - 110002



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1.	THE COMPANY	<p>R1 RCM Global Private Limited a company incorporated under the Companies Act, 1956 and presently having its Registered Office in India at 17, Subhash Marg, Darya Ganj, New Delhi – 110002.</p> <p>Corporate Office- 2nd to 5th Floor, Building No. 1, Candor Gurgaon One Realty Projects Private Limited IT/ITES SEZ, Village Tikri, Sector 48, Gurugram 122001</p> <p>The Company is engaged into the business of Information Technology enabled services (ITES) in the outsourcing Industry.</p>
2.	INSTITUTION	
3.	SCOPE	<p>The Company shall conduct recruitment drive at the Institution to hire fresh graduates for various premises of the Company.</p> <p>Institution shall provide all necessary support to the Company in order to have smooth recruitment drive.</p> <p>Once a candidate/student has been selected and offered an appointment with the company, and the candidate has accepted such offer, the institution shall ensure that the said candidate is not permitted to appear for any subsequent interview for job with any other company/organisation.</p>
4.	TERM	<p>The Recruitment drive shall be conducted in a periodic manner depending upon the availability and requirement of the Company.</p> <p>MoU is effective from _____ till _____.</p>
5.	CONFIDENTIALITY	<p>The parties have already executed a Non-Disclosure Agreement (NDA). The terms of the said NDA are not repeated herein for the sake of brevity but the same be read as part of this MOU as well.</p> <p>The Confidentiality obligations set forth under this clause shall survive termination or expiry of this MoU.</p>

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6.	ETHICS & CORRUPT OR FRAUDULENT PRACTICE	<p>The Institution agrees and undertakes that the Institution, its directors, employees, personnel, contractors, Service Provider shall observe the highest standard of ethics during the execution of the obligations and shall not engage in 'Corrupt Practice' or 'Fraudulent Practice'.</p> <p>The Institution will not violate any law or regulation, particularly those relating to trade secrets or unfair competition, bribery or ethical standards (including but not limited to employment of child labour) during the execution of the obligations under this MoU. Nor shall the Company be liable to make payment or offer any favour, in cash or kind to the institution.</p>
7.	INDEMNIFICATION AND LIMITATION ON LIABILITY	<p>The Institution agrees to indemnify, and keep indemnified, the Company, its directors and affiliates against any and all liability, loss, fines, penalties, fees, damages, costs, amounts and expense arising out of any obligations, claims (including third party claims), actions, suits, judgments, orders, litigations, enforcements and/or proceedings arising from breach by such Party of any material terms and conditions of this MoU and/or its employees', personnel's, contractors, services providers' negligent acts, misconduct, commissions and/or omissions.</p> <p>The Company shall not be responsible for obtaining any insurance of the premises of the institution, its staff or students at any time during the tenure of this MoU and shall not be liable for any claim for the damages caused to the Institution, its staff or students. The Institution agrees to take care of all the required insurance.</p> <p>Under no circumstances is the Company liable for Institution's loss of, or damage, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings).</p>

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8.	RELATIONSHIP	<p>It is expressly agreed between the Parties that both Parties are acting under this MoU as independent contractors and the relationship established under this MoU shall not be construed as partnership, joint ventures or agency relationship. The Institution is not authorised to use the Company's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the Company, without the prior written consent of the Company. The appointments offered by the Company under this MOU to the students shall be as per Company policy and at its sole discretion.</p> <p>The Institute shall not represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the Company, to pledge the Company's credit, or to extend credit on behalf of the Company.</p>
9.	CONFLICT OF INTEREST	<p>Neither the Institution, nor its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this MoU, which conflict with or could potentially conflict with the object of the MoU.</p>
10.	SEVERABILITY	<p>In case any clause or term in this MoU is found to be unenforceable or illegal by any court of competent jurisdiction, the remaining of this MoU shall be held to be enforceable and read as if such clause did not exist. However, such clause so deemed to be illegal or unenforceable shall be replaced by a clause to give the same effect.</p>
11.	NOTICE	<p>Any notice to any party hereto shall be in writing and sent to their address as mentioned hereinabove or the address from which a notice is received.</p> <p>Any notice shall be sent in writing by registered post and be deemed served within 7 days from it being sent.</p>
12.	TERMINATION	<p>The Company shall be entitled to forthwith terminate this agreement in the event the Institution is in breach of any of the terms and conditions of this agreement.</p> <p>The Company shall be further entitled to terminate this Agreement by giving thirty (30) days prior notice in writing to the Institution for any reason whatsoever.</p> <p>The Institution shall be entitled to terminate this Agreement by giving Ninety (90) days prior notice in writing to the Company citing the reasons for the same.</p>

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13.	DISPUTE RESOLUTION	Any dispute and/or difference arising out of or relating to this MoU including interpretation of its forms will be resolved through joint discussion of the Authorized Representatives of the concerned Parties. However, if the disputes are not resolved by the discussions then the matter will be referred for the Arbitration to the sole Arbitrator appointed by the Company in accordance with the Indian law. The place of the Arbitration will be at Gurgaon and the language will be English. The decision of the Arbitrator shall be final and binding on the both Parties.
14.	MoU TO BE BINDING IN NATURE	That this MoU is binding on both the parties.
15.	GENERAL	The Institution shall not disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the Company shall have been obtained in advance.

This MoU is made out induplicate. As a confirmation of your acceptance of the terms as stated herein, we request you to sign one copy of the MoU and return the same to us.

SIGNED AND DELIVERED by the

Within named
R1 RCM Global Private Limited

By the Authorised Signatory

Name: Vaibhav Pratap Singh
Designation: Head, HR

SIGNED AND DELIVERED by the

Within named

Prof. Pankaj Tiwari Director, HR
Shambhunath Group of Institutions
Jhalwa, Prayagraj
SHAMBHUNATH INSTITUTE OF ENGINEERING
AND TECHNOLOGY.

By the Authorised Signatory

Name: Pankaj Tiwari
Designation: Head, HR

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