

Memorandum of Understanding(MOU)

This Educational Service MOU is made and executed on this 14th day of June, Two Thousand Seventeen [14/06/2017] between

SIDDHANTH LEARNING SOLUTIONS PVT LTD., having its brand named as **TRISHA CLASSES**, having its office at 5th Floor, Essel Towers, Near Bunts Hostel Circle, Mangalore, represented by its Director, CA Gopala Krishna Bhat, hereinafter called the "CONSULTANT", which expression shall, unless repugnant to the context, mean and include its successors-in-office, representatives, administrators, executors and assigns

AND

PADUA COLLEGE OF COMMERCE AND MANAGEMENT, situated at Kadri Hills, Nanthoor, Mangaluru, Karnataka, India, represented by its Correspondent, Rev. Fr. Antony Shera, hereinafter called the "INSTITUTION", which expression shall, unless repugnant to the context, mean and includes its successors-in-office, representatives, administrators, executors and assigns

WHEREAS the Consultant is in the business of providing Education and Training to the Students of Commerce and Financial stream, through Online Platforms, Offline Physical Coaching through Physical classes, Books, etc for course of CA CPT, IPCC and Final which are the three Levels of Chartered Accountancy Examinations in India at present.

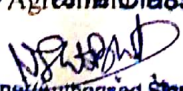
The Institution after evaluating the Course content, Teaching and Training Faculty, the Study material and Instructional Guidelines intends to conduct CA CPT course for its students in their College Premises vide physical classes along with the study material, under the guidance and services of the Consultant.

AND WHEREAS the Consultant and Institution desire to enter into this agreement which sets out the terms and conditions under which the Parties will participate in the joint venture and records the financial, managerial, administrative and other arrangements agreed between them in relation to their participation in conducting the courses.

NOW, THEREFORE, this MOU witnesses as follows:

1. DURATION-

The Term of this MOU shall commence from the 14th June 2017 (Date of signing this Agreement) for a period of 36 months for the present CPT. This MOU is meant for the first year of B.Com students (Academic Year 2017 - 2018) of the Institution. The MOU may be renewed thereafter on the such terms and conditions as mutually agreed by the Consultant and Institution, upon the either party giving written notice of its intention to renew the Agreement one month before the expiry of the term under this clause.

Trisha Classes

 Partner/Authorised Signatory

AS
 Correspondent
 Padua College of Commerce and Management
 Nanthur, Mangalore - 575 004

2. WARRANTY AND REPRESENTATIONS

a. Representations and Warranties of the Consultant

- i. The Consultant has been duly incorporated and organised, and validly exists under the laws of India. The Consultant has the requisite corporate power and authority to carry on the Business as currently conducted and as proposed to be conducted.
- ii. The Consultant has the legal right, corporate power and authority to, as the case may be, execute, deliver and perform this Agreement. The Consultant has taken all necessary corporate actions as applicable to it to authorize or permit the execution, delivery and performance of this Agreement
- iii. The execution, delivery and performance of this Agreement by Consultant will
 1. not violate any provision of the organizational documents of Consultant
 2. conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any material contract to which Consultant are a party or by which Consultant are bound;
 3. violate any court order, judgment, injunction, award, decree or writ against, or binding upon, Consultant or upon its securities, properties or business; or
 4. Violate any law or regulation of India.

b. Representations and Warranties of Institution

- i. Institution is duly incorporated and organized and existing under the laws of India
- ii. Institution has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby. The execution and delivery by Institution of this Agreement have been duly authorized by all necessary authority. Assuming the due authorization, execution and delivery hereof by the other party hereto, this Agreement constitute the legal, valid and binding obligations of Institution, enforceable against Institution in accordance with its terms.
- iii. The execution, delivery and performance of this Agreement by Institution will

For Trisha Classes 1. not violate any provision of the organizational documents of


Partner/Authorized Signator

Institution


Correspondent

Padua College of Commerce and Management,
Nanthur, Mangalore - 575 004.

2. conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any material contract to which Institution is a party or by which Institution is bound;
3. violate any court order, judgment, injunction, award, decree or writ against, or binding upon, Institution or upon its securities, properties or business; or
4. Violate any law or regulation of India.

3. OBLIGATIONS OF CONSULTANT

CA - CPT

- a. To provide Class Room Training of approximately following number of hours -

➤ Portion completion

(2 – papers and 4 subjects) = 300hrs

➤ Mock Test – Chapter wise (20 tests X 1) = 20 hrs

➤ Revision classes (20 days X 6 hours) = 120hrs

➤ Mock Exams (5 papers X 4 hours) = 20 hrs

Total

460 hrs

- b. To Provide Education Material required for CA CPT as detailed in Annexure I which shall be the part and parcel of this Agreement.
- c. Well Experienced & Qualified Faculty will be chosen to deliver the subjects of CA CPT. They will be visiting the Campus according to the Subject Delivery Schedule agreed by the Consultant & Institution.
- d. To upgrade the Education Material in order to keep the standard of the Education Material as may be required in terms of syllabus or procedure as required in relation to CA CPT. The Consultant shall not charge for upgrading or providing additional material under this clause.
- e. Training of Counsellors, or Macro & Micro Scheduling of Classes will be done at a pre-designated time and place at Consultant's disposal
- f. Consultant will not be held liable for any mistake in Delivery of Content, in spite of the utmost care taken by our Professional Team.

g. As a student of CA CPT, a student has to register with ICAI (The Institute of Chartered Accountants Of India) to appear for the exams, but that onus lies

For Tnsha Classes
Partner/Authorized Signator

Correspondent

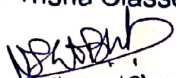
Padua College of Commerce and Management
Nanthur, Mangalore - 575 004

completely on the student and The Consultant is not responsible for the same. The Fees is also borne separately by the student.

- h. Conduction of periodic tests, unit tests and mock tests and providing the results and analysis of the same to the students and the designated persons of the Institution.

4. OBLIGATIONS OF INSTITUTION

- a. To provide classroom, White Board with Marker Pens and an Attendance Register will be provided to monitor the attendance of the students.
- b. Institutions will have to take an active part in Scheduling of the Classes for imparting the knowledge of CA CPT as they understand best about their List of Holidays, Exam Dates, and other Dates on which they would like to keep their Campuses Closed.
- c. As the preparation of CA course is a difficult one and the time available for the completion of the entire course is only few months, so, the Consultant has to arrange some classes on Sundays and Holidays. The Institution will cooperate with the Consultant in this regard and provide the required infrastructure and strictly inform the students to attend the classes conducted by the consultant on Sundays and Holidays.
- d. Institutions will have to continuously monitor the performance of the Consultant, and in case of any issues, it has to be immediately conveyed to the Consultant to take corrective measures, so that there is a smooth implementation of Training Programme.
- e. The Institution along with the Consultant will start the batch on 14th June, 2017 and has to see that the course is completed within the set timeframe, and Scheduling of classes needs to happen according to it.
- f. All Parent Teacher Meetings and Counselling Sessions will be handled by the Institution, and then later communicated to the Consultant.
- g. Take necessary steps in order to protect the IP rights of the Consultant as the situation demands which shall include steps to avoid replication of Education Material, steps to avoid commercial use of Education Material which the proper approval and such other steps as may be necessary to avoid financial loss to the Consultant.
- h. The Institution will be co-operating fully to provide us with the usage of the Infrastructure available, and no charges will be levied on the Consultant for the same.

For Tisha Classes

 Partner/Authorised Signatory


 Correspondent
 Padua College of Commerce and Management
 Nanthur, Mangalore - 575 004

- i. The Institution will have no objection to share the Students Data with the Consultant. A separate form could be sent across by the Consultant to register the student.
- j. To provide access to students by the Consultant at any point of time.
- k. The Institution will not have a problem if the Consultant uses its name in Marketing Collaterals like Print Media, etc to call for Potential Candidates for admission and vice-versa.
- l. The Institution will also not try to influence the Teaching Faculty or Training Staff provided by the Consultant to leave his / her work for the Consultant and be a part of Institution for a period of atleast 3 years from the day of expiry of the contract.
- m. A good guidance and all the necessary inputs should be given to candidates of the B Com Integrated batch B.Com Professional Batch. The institute and consultant will not unduly force the student to join this integrated batch.
- n. It is expected that a student has to prepare for good number of hours for professional courses especially both in the college Campus and in the home for better practice. A very good focussed preparation should happen from student end. Therefore the institute should support in this course during CPT coaching duration.
- o. Although skill development programmes and soft skill training are essential to the CA students, it is expected that the student is allowed freely for his CA preparation during CPT (6months) coaching. Such courses can be planned such a way that it will not hamper the preparation of CA course.
- p. The Institution is obligated to see that the competitions to consultants are not entertained to interact with the students on the campus.

5. COMMITMENT AND TERMS OF PAYMENT

CA CPT

- a. The Tuition Fee for the course CA - CPT and the Cost of each set of Education Material as mentioned in Annexure I shall be Rs.15000/- including any taxes chargeable by Consultant to the Institute. This amount will be proportionately increased for the new CA-foundation course since the completion of hours will proportionately increase.
- b. There is no fees sharing separately in the above.
- c. The amount specified above is chargeable to CACPT (foundation Course) only. The above amount does not include for any other courses like B.Com or CA IPCC

For Trisha Classes


Partner/Authorised Signatory


Correspondent

Padua College of Commerce and Management
New B. Bangalore - 575 004

- d. The consultant responsibility about conducting classes for the students who prepare for CA CPT - December 2017 exams in the present structure of MCQs for 200 Marks in 4 hours duration and not for the proposed new syllabus.
- e. The Consultant and the institute may have a different arrangement for revisions if the institute feels so for the failed students. Such revision charges are not included in the above amount.
- f. The consultant is responsible to provide his services for the particular CA CPT Dec exam and not for the entire academic year.
- g. The Institution shall pay 50% of Tuition fees at the beginning of the coaching and balance 50% at the end of the Coaching classes.
- h. The above amount chargeable for CA CPT is for the duration of coaching when student appears for the first time. For the repetition of the entire course, the consultant charges half of the fees applicable at the subsequent time.

CA – IPCC COACHING CAN ALSO BE PROVIDED BY TRISHA CLASSES

6. LICENSE AND IP PROTECTION

Consultant grants Institutional nonexclusive non-transferable license to use the provided Education Material. Institution or its student shall not make any printed copy of the Education Material for its/his own use. The Institution or its students, may not 1) use, copy, modify, create derivative works or distribute the Education Material except as provided herein; 2) reverse assemble, reverse compile, or otherwise translate the Education Material except as specifically permitted by Consultant; or 3) sublicense, rent, or lease the Education Material.

7. REMEDIES FOR INFRINGEMENT OF COPYRIGHT

- a. Institution agree and acknowledge that any disclosure of any confidential information prohibited herein or any infringement of copyright of Consultant may result in irreparable injury and damage to Consultant which will not be adequately compensated in monetary damages, that Consultant which will have no adequate remedy at law thereof, and the Consultant may, in addition, to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, order or decrees as may be necessary to protect Consultant against, or on account of, any breach by Institution of the provisions contained herein.

For Trisha Classes
 Partner/Authorised Signatory
 The Institution becomes aware (1) of any actual or imminent infringement of any of the Copyrights, or (2) of any claim or allegation by a third person that any of the Copyrights is invalid or liable to revocation or cancellation, or infringes the rights

Correspondent 6
 Padua College of Commerce and Management
 Northrup, Mangalore - 575 004
 Phone: 0824 222 0000

of any third party it shall promptly advise the Consultant by written notice, giving full particulars thereof. If the Institution becomes aware of such facts, it shall not make any admission or comment to any third party with regard to such issues.

8. TERMINATION

Either Party shall not terminate this Agreement before the expiry of the Term as mutually agreed. However, on subsequent renewals, the parties may terminate this Agreement by giving one month (1 month) written notice to the other party of intent to terminate the Agreement. However, the termination will not be effective until all the courses in process on the date the notice is given have been completed.

9. AMENDMENTS AND WAIVER- No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by or on behalf of the Parties. No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

10. DISCLAIMER

The Consultant has provided the Education Material with the understanding that author/editor and publishers are not responsible for the result of any action taken on the basis of this work not for any error or omission, to any person, whether to purchaser of the said Material or not. Further, Consultant shall not be liable for any direct, consequential or incidental damages arising out of the use of the Education material and goods once sold will not be taken back under any circumstance.

11. NON-COMPETE

The Institution hereby agrees not to directly or indirectly compete with the business of the Consultant and its successors and assigns during the term of the agreement and subsequent to the termination or expiration of term of this Agreement with the Consultant. The Consultant hereby agrees not to directly or indirectly compete with the business of the Institute and its successors and assigns during the term of the agreement and subsequent to the termination or expiration of term of this Agreement with the Consultant.

12. ASSIGNMENT. The Agreement is personal to the Parties and the rights and obligations arising hereunder shall not be assignable by them except to the extent expressly permitted under the Agreement or with the prior written Consent of the other Parties. Notwithstanding anything contained in this Clause, each Party expressly acknowledge and agree that NCBG shall have the unrestricted right to

Trisha Classes
Partner/Authorised Signatory

(Signature)

Correspondent 7

Padua College of Commerce and Management
Hebbur, Mangalore - 575 002

assign to its Affiliate(s), all or any of its rights and interest hereunder without the consent of, or notice to, any other Party.

13. GOVERNING LAW AND JURISDICTION

Both Consultant and the Institution consent to the application of the laws of India to govern, interpret, and enforce all of Consultant's and the Institution rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles and the Court of Mangalore shall have the jurisdiction with respect to any dispute relating to this Agreement

14. SECRECY AND CONFIDENTIALITY

- a. The Institution undertake not to discuss, disclose or divulge to any competitor or its subsidiary or affiliate or sub contractor or any ancillary unit of or any Company, firm or person which/who is likely to be a competitor or is a sub-contractor or ancillary unit of the Consultant or commence any business using the skill and knowledge obtained through this transaction.
- b. In the event of the expiration or termination of this Agreement for any reason, the Parties shall promptly, at the direction of the owner of such Proprietary Information, cease to use, destroy or return to the owner all documents and data of any nature pertaining to the Proprietary Information owned by such Party or any of its Affiliates, and will not keep or deliver to anyone else any documents or data of any description or any reproduction of any description containing or pertaining to any Proprietary Information.
- c. The Parties also agree with each other to use their, best efforts to assure that all information disclosed in connection with the business under this Agreement and not otherwise generally available shall be kept confidential and shall not be revealed. The Parties shall use their best efforts to have such Persons keep such information confidential.

15. NOTICES.

All notices, statements or other communication required or permitted to be given or made under the Agreement shall be in writing in the English language and delivered by hand, electronic mail or sent by prepaid post with recorded delivery, addressed to the intended recipient at its address set forth below, or to such other address as any Party may from time to time duly notify to the other Parties in writing:

16. FURTHER ASSURANCE.

For Trisha Classes
 Partner/Authorized Signatory
 The Parties shall, with reasonable diligence, do all such things, take all such actions and provide all such reasonable assurances as may be required to consummate the

Correspondent 8

Padua College of Commerce and Management
 Nanthur, Mangalore - 575 004

transactions contemplated by the Agreement, and each Party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of the Agreement and carry out its provisions.

17. INDEPENDENT RIGHTS

Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise

18. RESERVATION OF RIGHTS

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of the Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of the Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of the Agreement, or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in the Agreement.

19. SEVERABILITY

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, to the extent that any provision or provisions of this Agreement are unenforceable, the Parties shall endeavour to amend such clauses as may be necessary to make the provision or provisions valid and effective. Notwithstanding the foregoing any provision which cannot be amended as may be necessary to make it valid and effective shall be deemed to be deleted from this Agreement and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered.

20. RIGHTS OF THIRD PARTIES

Nothing expressed or implied in the Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties any rights or remedies under or by reason of the Agreement or any transaction contemplated by the Agreement.

For Trisha Classes

Partner/Authorised Signatory

Correspondent

Padua College of Commerce and Management

12/2016 - 2017

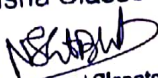
21. NON-PARTNERSHIP.


Nothing in the Agreement shall be deemed to constitute a partnership between the parties or constitute either Party the agent of the other for any purpose.

22. COUNTERPARTS.

The Agreement may be executed in Duplicate, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any Party may execute the Agreement by signing any one or more of such originals or counterparts. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.


<Signature page follows>


For Trisha Classes

Partner/Authorised Signatory


Correspondent
Padua College of Commerce and Management 10
Marthuri, Bangalore - 575 004

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date first above written.

TRISHA CLASSES

Signature: 

Witness:
Signature: 

Name: CA Gopala Krishna Bhat

Name: CH ANDAN RAO


Title: Director

Date: 14/06/17

Date: 14/06/17.

Address: Trisha Classes
Mangalore.

PADUA COLLEGE

Signature: 

Witness:

Signature: 

Name: ANTONY SFERA

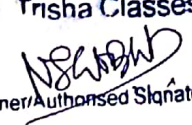
Name: Fr. Alvin Ferris


Title: ~~Principal~~ Correspondent.

Date: 14th June 2017

Date: 14-06-2017

Address: Padua College
Mangalore

for Trisha Classes

Partner/Authorized Signatory


Correspondent
Padua College of Commerce and Management
Mangalore, Karnataka - 575 004

Annexure I


COURSE : CA CPT

EDUCATION MATERIAL

1. CA CPT Study Materials study kit for the following four subjects for CA CPT
 1. Fundamentals for Accounting
 2. Mercantile Law
 3. General Economics
 4. Quantitative Aptitude
2. Detailed micro-schedule (delivery plan) in consultation with the academic team at the INSTITUTION and the complete delivery of CA CPT classes for the December exams 2017
3. Chapter wise tests papers
4. Mock Exams
5. Hand outs for class room distributions
6. Up-gradation and revision of content as and when required

For Trisha Classes

Partner/Authorised Signatory


Correspondent
Padua College of Commerce and Management
Nanthur, Mangalore - 575 014