

### Memorandum of Understanding(MOU)

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

Siddhanth Learning Solutions Pvt. Ltd., having its registered office at # 47, 2<sup>nd</sup> floor, 15<sup>th</sup> Cross Road, Margosa Road, Malleshwaram, Bengaluru - Karnataka-56003 and its head office at Udupi, Karnataka, PIN - 576101, represented by its Director, Copala 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 assignees

AND


ST. ALOYSIUS COLLEGE(Autonomous), situated at Light House Hill Road, Kodlabail P B 720, Mangalore, Karnataka-575003 India, represented by its Principal, Rev. Fr. Praveen Martins S J hereinafter called the "INSTITUTION", which expression shall, unless repugnant to the context, mean and includes its successors-in-office, representatives, administrators, executors and assignees


WHEREAS the Consultant is in the business of providing Education and Training to the Students of Commerce and Financial stream under the Brand name "Trisha Classes", through Online Platforms, Offline Physical Coaching through Physical classes, Books, etc for course of CA, CS, CMA etc.

WHEREAS the Institution after evaluating the Course content, Teaching and Training Faculty, the Study material and Instructional Guidelines intends to conduct coaching classes for CA CPT and IPCC courses 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 Memorandum of Understanding which sets out the terms and conditions under which the Parties will

For Trisha Classes

  
Authorized Signatory

  
Principal  
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MANGALORE-575003

participate in the joint efforts and records the financial, managerial, administrative and other arrangements agreed between them in relation to their participation in conducting the coaching classes.

NOW, THEREFORE, this MOU witnesses as follows:

1. DURATION-

The Term of this MOU shall commence from the 01<sup>st</sup> of June, 2017 for a period of 36 months. This MOU is meant for the first year of BCom 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 3 (three) months before the expiry of the term under this clause.

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;

Co. Trisha Classes  
*(Signature)*  
Partner/Authorized Signator

*(Signature)*  
Principal  
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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

1. not violate any provision of the organizational documents of Institution

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.

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Principal

Principal

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### 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) = 250 hrs
- Mock Test - Chapter wise (20 tests X 1) = 20 hrs
- Revision classes (20 days X 6 hours) = 120 hrs
- Mock Exams (5 papers X 4 hours) = 20 hrs

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Total

410 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 & Trained 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 at par with 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.

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*Principal*  
Principal

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- g. As a student of CA CPT, he/she has to register with ICAI (The Institute of Chartered Accountants Of India) to appear for the exams, but that onus lies completely on the student and The Consultant is not responsible for the same. The Fees is also borne separately by the student.
- h. Conducting 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.
- i. To provide Class Room training for CA Foundation If new CA curriculum is Introduced by ICAI, after consulting the Institution with changes in syllabus, additional hours and the required change in Finance part.

#### CA - IPCC

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

- Portion completion  
(8 papers -11 subjects together) = 1000hrs
- Mock Test - Chapter wise (30 tests X 1.5) = 45hrs
- Revision classes (15 days X 10 hours) = 150hrs
- Mock Exams (8 papers -2 each X 3 hours)= 48hrs

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Total

1233 hrs

- k. To Provide Education Material required for CA IPCC as detailed in Annexure I which shall be the part and parcel of this Agreement.
- l. Well Experienced & Qualified Faculty from different places will be chosen to deliver the subjects of CA IPCC. They will be visiting the Campus according to the Subject Delivery Schedule agreed by the Consultant & Institution.
- m. 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 IPCC. The Consultant shall not charge for upgrading or providing additional material under this clause.

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Principal  
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- n. Training of Counsellors, or Macro & Micro Scheduling of Classes will be done at a pre-designated time and place at Consultant's disposal
- o. Consultant will not be held liable for any mistake in Delivery of Content, in spite of the utmost care taken by our Professional Team.
- p. As a student of CA IPCC, a student has to register with ICAI (The Institute of Chartered Accountants Of India) to appear for the exams, but that onus lies completely on the student and The Consultant is not responsible for the same. The Fees is also borne separately by the student.
- q. Conducting 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.
- r. It is agreed that Consultant i.e. Trisha Classes is responsible for the coaching and guidance only till CA IPCC and not beyond it.

#### 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 and IPCC, 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. Institution 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.

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*Principals*  
Principal

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- e. The Institution along with the Consultant will start the batch on 06<sup>th</sup> 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 with to provide the Consultant with the usage of the Infrastructure available, and no charges will be levied on the Consultant for conducting CPT classes.
- 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 and the Consultant will do all that is necessary as agreed upon for marketing the coaching centre conducted in the Institution.

##### 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.15,000/-per student for the academic year 2017-18 including any taxes chargeable by Consultant to the Institute. This amount proportionately increases with the change in CA curriculum i.e CA Foundation based on which increase in chapters, class delivery, hours and others.
- b. There is no fee sharing separately in the above.
- c. Minimum Batch size for the CPT course is 50

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*Srinivas*  
Principal  
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- d. 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
- e. The consultant is responsible to provide its services for the particular CA CPT Dec exam and not for the entire academic year.
- f. In case a student fails in the first examination to be held in December 2017, such student is permitted to attend the revision classes held by the Consultant during April/May 2018 without any additional charge.
- g. If the Institute desires to provide additional classes on a regular basis for the same students who fail in the first or subsequent exam, then the cost of such delivery including materials will be borne by the institute on the agreed hours and the cost from time to time. It is agreed that the Institution shall pay Rs.700 per hour for the classes taken based on a mode agreed by both parties.
- h. With regard to those students who fail in first and the subsequent examination, the institute will provide for full body in the college during the academic year 2018-19 under the overall supervision of course administrator and the Consultant.

#### CA - IPCC

- i. The Tuition Fee for the course and the Cost of each set of Education Material for CA IPCC is Rs 20,000 for 1st group and Rs. 18,000 for second group for the Academic year 2017-18.
- j. The CA - CPT and IPCC fees structure is for the present course and for the immediate relevant exam and not for subsequent exams.
- k. The consultant is allowed to use the class rooms and other services as per the understanding. The user fee for making use of such services will be paid by the consultant to the Institute as agreed upon. It is agreed that the Consultant pay at Rs.600 per day as user fee during the academic year 2017-18. The user fee will be payable proportionately.
- l. The payment shall be made by the Institute to the Consultant for CPT and IPCC coaching on a monthly basis on the basis of the billing done by the course administrator appointed by the Institute.

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#### 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, on account of, any breach by Institution of the provisions contained herein.
- b. If 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, liable to revocation or cancellation, or infringes the rights 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

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Principal  
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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 subsidiaries and assigns during the term of the agreement.

12. 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

13. 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,

For Trisha Classes

Partner/Authorised Signatory

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Principal  
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firm or person which/who is likely to be a competitor or is a sub-contractor or ancillary unit of the Consultant during the term of this agreement.

- 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 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.

#### 14. 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.

#### 15. FURTHER ASSURANCE.

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 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.

#### 16. 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

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For Tisha Glasser

Partner/Authoriser Signature

*Remaiah*  
Principal  
ST. ALOYSIUS COLLEGE (AUTONOMOUS)  
MANGALORE-575 003



of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise

**17. 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.

**18. SEVERABILITY**

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severable and 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.

**19. 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.

**20. 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.

For Trisha Classes

Partner/Authorized Signator

*Principal*  
Principal  
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21. 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>

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Dr. Trisha Gassan

Principal

Principal

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

SIDDHANTH LEARNING SOLUTIONS  
PVT. LTD.

Signature:

*[Signature]*

Witness:

Signature:

*[Signature]*

Name: CA Gopala Krishna Bhat

Title: Director

Date: 14/06/2017

Name: CHANDAN RAO

Date: CENTER HEAD, MANGALORE

Address: 14/06/2017

ST ALOYSIUS COLLEGE  
(Autonomous)

Signature:

*[Signature]*

Name: Rev. Fr. Pradeep S J

Title: Principal

Date: 14/06/2017

Witness:

Signature:

*[Signature]*

Name: Rev. Fr. Pradeep Siqueira

Date: 14-06-2017

Address: Finance Officer  
St. Aloysius College  
(Autonomous)  
Mangalore

For Tisha Classar

Partnership Manager Signature

*[Signature]*  
ST. ALOYSIUS COLLEGE (AUTONOMOUS)  
MANGALORE-575003

Annexure I

COURSE : CA CPT

EDUCATION MATERIAL

- I. 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/Authoriser Signature

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*Principal*  
Principal  
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Annexure II

COURSE : CA IPCC

EDUCATION MATERIAL

7. Study materials of the following subjects of present CA IPCC

1. Accounting
2. Costing
3. Financial Management
4. Law (both company Law and other Laws.)
5. Ethics and communication
6. Income Tax
7. Indirect tax
8. Advanced Accounting
9. Auditing
10. Information Technology
11. Strategic management
12. Economics

8. Detailed micro-schedule (delivery plan) in consultation with the academic team at the INSTITUTION and the complete delivery of CA IPCC classes for till march 2018  
.Chapter wise test papers and the Mock Exams

9. Up-gradation and revision of content as and when required

10. Chapter wise test papers

11. Mock Exams

12. Hand outs for class room distribution

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Principal  
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