



**SRINIVAS
UNIVERSITY**

-- Karnataka State--

CREATING INNOVATORS

MOU's 2019- 2020

SRINIVAS UNIVERSITY

SRINIVAS CAMPUS MUKKA, MANGALORE – 575 001

KARNATAKA STATE – INDIA

www.srinivasuniversity.edu.in

Srinivas University

Number of functional MoUs with institutions/ industries in India and abroad for an internship, on-the-job training, project work, student /faculty exchange, and collaborative research.

MoUs are divided based on the following heads.

1. Teaching Learning
2. Research Quality
3. Skill Development
4. Experience-based Industry Learning

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MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding is executed on 15th November 2019

between

Srinivas University, Mangaluru, Karnataka (*hereafter referred to as a First Party*)

and

Apex Professional University (APU), Pasighat, East Siang, Arunachal Pradesh

(*hereafter referred to as a Second Party*)

PREAMBLE

WHEREAS, Srinivas University, Mangalore, is a Private Research University in Mangalore, Karnataka, India established in 2013 by Karnataka State Act. Srinivas University is the flagship of 18 Srinivas Group of Institutions started by A. Shama Rao Foundation, Mangalore, India, a private Charitable Trust founded in 1988 by an Eminent Chartered Accountant A. Raghavendra Rao. A. Shama Rao Foundation has started many professional colleges in Mangalore which include Srinivas Institute of Medical Sciences and Research Center, Srinivas Institute of Dental Sciences, Srinivas Institute of Technology, Srinivas College of Pharmacy, Srinivas Institute of Nursing Sciences, A Shama Rao Nursing School, Srinivas Integrated Campus, Srinivas College of Hotel Management, Vijayalakshmi Institute of Hospitality Sciences, Srinivas First Grade College, Srinivas School of Engineering, Srinivas Institute of Management Studies, Srinivas College of Physiotherapy, Srinivas School of Business, Srinivas School of Management, Srinivas College of Education, Srinivas Institute of Social Work.

WHEREAS, Apex Professional University (APU) has been established by the Government of Arunachal Pradesh as a Statutory University under the public private partnership (PPP) scheme in accordance with the provisions contained in section 2(f) of University Grant Commission Act, 1956 and empowered to award degrees in terms of section 22 of UGC Act, 1956. APEX Professional University

Mahesh. (U.C. File)

is also recognized by the Bar Council of India (BCI), National Council for Teacher Education (NCTE), Council of Architecture (COA) and Pharmacy Council of India (PCI) for various Degree and Diploma Programmes.

Apex Professional University is a member of the Association of Indian Universities (AIU), ASSOCHAM and Quality Council of India. Forbes Magazine has recognised Apex Professional University (APU) as a "**Great Indian Institute - 2018**" and has been acknowledged as "**Best Education Brand - 2019**" by Economic Times. The University has initiated the process of its accreditation by the National Assessment and Accreditation Council (NAAC).

Apex Professional University has established an Institute of Indian Knowledge (IIK) as a Centre of Excellence to research, standardise and validate Ancient Indian Sciences. IIK conducts courses in **Indian System of Architecture** (Vastu Shastra), **Indian Metaphysical System** (Shad Darshana) and **Indian System of Healing** (Siddha, Ayurveda & Yoga) that equips the students to address the issues of the present world in a rationalized manner.

WHEREAS, this Memorandum of Understanding ("MOU") will establish a mechanism for the Parties to plan collaborative research and educational activities; and

WHEREAS, each Party to this MOU recognizes the areas of cooperation may include, subject to mutual consent, any desirable and feasible activities that would further the goals of each institution.

NOW THEREFORE, Both Parties mutually agree to promote cooperation between the two institutions in education and in academic research, as follows:

ARTICLE 1: SCOPE OF MOU

Both institutions shall encourage interaction between faculty members, students and research scholars through the following arrangements:

- a. Joint guidance of students project / thesis in area of mutual interest as per the prevailing rules and norms in the respective institutes.

- b. Plan collaborative research, educational, and training activities in the area of mutual interest and exchange information on teaching and learning material relevant to their educational and research programmes.
- c. To make available to the public, other researchers and faculty those facts, methods and new findings that are discovered through that research, and to share specialized scientific equipment, physical facilities, and support services in ways that will expand and provide a more cost effective research and education for the Parties.
- d. Jointly organise short term continuing education programmes, seminars, conferences, workshops on topics of mutual interest and to invite each other's faculty to participate therein.
- e. Enhance the capacity of the two Universities to carry out relevant research or training programmes and to secure required external funding for same.
- f. Exchange programme of students, research scholars and faculty for limited period as mutually agreed upon.
- g. Provide access to Library to faculty members, Students of each other institutions as per the prevailing rules and norms in the respective institutes.
- h. The area of cooperation can be extended through mutual consent.

ARTICLE 2: IMPLEMENTATION

- a. Each University shall designate a Liaison Officer to develop and coordinate specific activities or programmes. The terms of cooperation for each specific activity implemented under this MoU for Cooperation shall be mutually discussed and agreed upon in writing by both universities prior to the initiation of that activity. Any such MoUs entered into, as outlined above, will form appendices to this MoU.
- b. Each party shall continue to remain the sole owner of all materials it contributes in any joint project. The parties will work together to negotiate appropriate licensing terms.

- c. Result from collaborative research may be used by either or both the parties with due recognition of each party's contribution.
- d. Financial arrangements for each specific activity will be decided on a case to case basis required subject to approval by each institution.
- e. Rights regarding publications, patents, royalty, ownership etc. under the scope of this MoU shall be decided on a case to case basis.

ARTICLE 3: MOU IS NON-BINDING

- a. This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. Nothing in this MOU is intended to create a legal partnership or joint venture.
- b. Any dispute arising out of this MoU will be resolved amicably by mutual consultation. If such resolution is not possible then the unresolved dispute will be referred jointly to Head of both institutions and both will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility. The out come of the joint decisions of the Head of the Institution, shall be binding upon both parties.

ARTICLE 4: TERM AND TERMINATION

- a. This MoU becomes effective from the day the representatives of both institutions affix their signatures below, and will continue for an initial period of five years, whereupon it shall be reviewed and may be extended by mutual written agreement of both institutions.
- b. This MoU may be revised through the mutual agreement of both institutions and may be terminated by either party upon giving six months' written notice signed by the presiding officer of the notifying party. However, termination of MoU will not, in any manner, affect the progress of any ongoing mutual activity that has been initiated formally with approval of both parties.

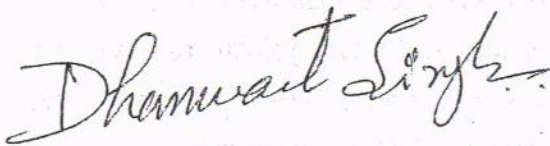
ARTICLE 5: CONFIDENTIALITY

During the term of this MoU both parties shall treat as confidential and shall not disclose to any person the terms of this MoU or any information or materials supplied or made available in connection herewith without the prior written consent of the other party provided, however the party may disclose such information as required by law or to its professional advisers. This provision shall survive termination or expiration of this MoU.

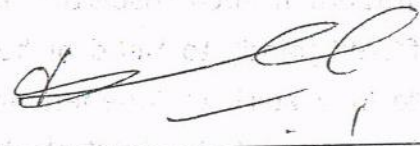
In witness to this agreement, the following individuals append their signatures:

For the **APEX PROFESSIONAL UNIVERSITY**

For **SRINIVAS UNIVERSITY**



Prof. Acharya Dhanwant Singh
Chancellor,
Apex Professional University
Arunachal Pradesh



CA.A. Raghavendra Rao
Chancellor,
Srinivas University,
Mangaluru

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Agreement between

**Bennett, Coleman & Company Ltd.
(For Times Professional Learning Division)**

And

Srinivas University, Mangalore.

TPL and Srinivas University, Mangalore shall hereinafter individually be referred as a "Party" and collectively as "Parties"

WHEREAS

TPL is engaged in the business of imparting vocational training, certifications and corporate education in wide range of subjects and operates learning centers at various locations in India.

SRINIVAS UNIVERSITY is engaged in providing education services and is approved by AICTE.

The Parties are desirous of entering into an engagement whereby TPL would provide its services, as detailed in this Agreement, to Srinivas University in offering MBA in **Banking & Financial Services** program for the students at its campus located at Srinivas Nagar, Mukka, Surathkal, Mangalore, Karnataka 575023 ("**Campus**").

The Parties now wish to reduce their understanding into writing and this Agreement sets forth the terms and conditions of the understanding between the Parties.

This Agreement supersedes all previous discussions between the Parties in respect of the subject matter hereinafter contained.

NOW THEREFORE, IN THE LIGHT OF THE ABOVE, AND IN CONSIDERATION OF MUTUAL COVENANTS EXCHANGED HEREIN AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO/HEREBY AGREE AS FOLLOWS:

1. OBJECTIVE AND SCOPE OF THE AGREEMENT

The objective of this Agreement is to clearly mention the roles and responsibilities of both the Parties and terms and conditions with respect to TPL providing its services to Srinivas University in offering the 2 (Two) years full time MBA (Banking and Financial Services) for the students, as detailed in **Annexure 1** and hereinafter referred to as 'MBA - (B&FS)' or '**Program**'.

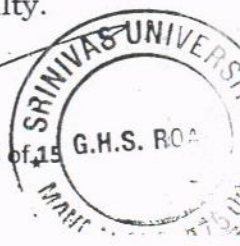
2. OFFERING AND PROGRAM

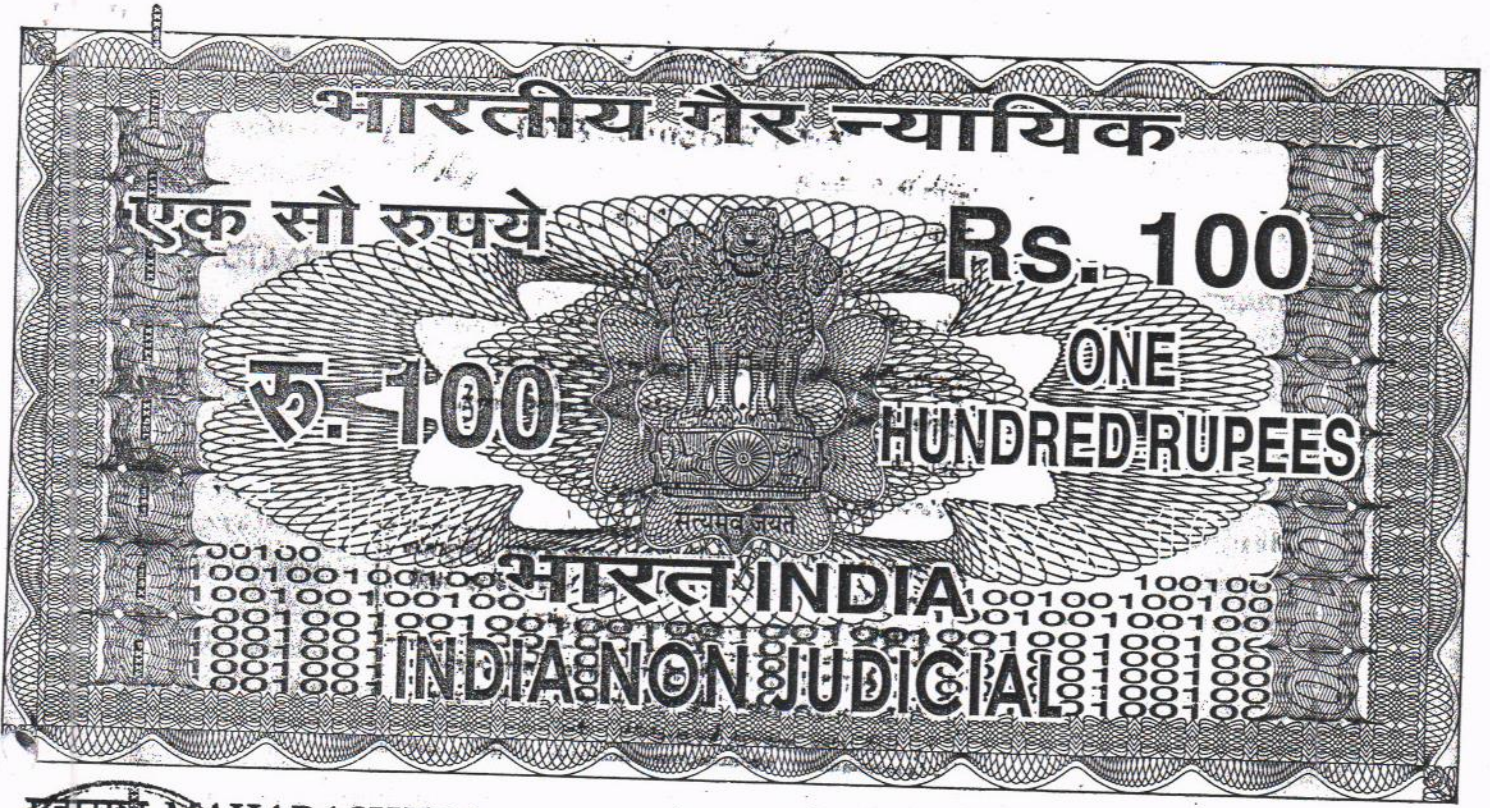
Srinivas University will offer UGC / AICTE approved 2 years MBA (Banking and Financial Services), as per the terms and conditions mentioned under this Agreement. Candidates registering for the Program/s shall be referred as "**Students**". The details of the Program are provided in detail under **Annexure 1** hereto.

3. ROLES & RESPONSIBILITIES OF BOTH PARTIES:

3.1. TPL shall be responsible for:

- a. All the cost for travel, accommodation & food of the Students attending Program in Bangalore to be borne and arranged by the Students themselves. TPL shall provide all possible support to the Students from time to time for the same.
- b. Deliver III Semester of the program at Bangalore through TPL's / visiting faculty.





MAHARASHTRA

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कोषागार कार्यालय, ठाणे

9 JAN 2020

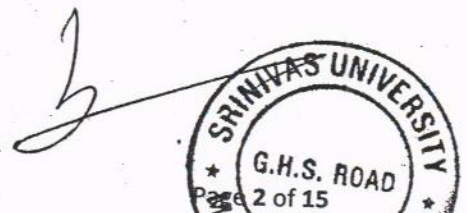
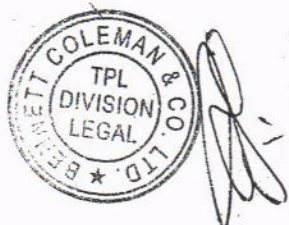
THIS AGREEMENT is executed at Mumbai on this 24th day of January 2020 ("Execution Date")

BETWEEN

Srinivas University, Mangalore is approved by UGC / AICTE Trust Name : A. Shama Rao Foundation, PAN No of the Trust : AAATA1629B, having PAN no. AAAJS5534R and its registered office Srinivas Nagar, Mukka, Surathkal, Mangalore, Karnataka 574146 (hereinafter referred to as the "Srinivas University", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators) of the **ONE PART**;

AND

Bennett, Coleman & Company Ltd., (For Times Professional Learning Division) a company registered under the Companies Act, 1956, (CIN U22120MH1913PLC000391) having its corporate office at Ground floor, Vakratunda Corporate Park, Vishweshwar Nagar, CTS No 256, Goregaon (East), Mumbai-400 063 (hereinafter referred to as "TPL" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and assigns) of the **OTHER PART**.



TPL and Srinivas University, Mangalore shall hereinafter individually be referred as a "Party" and collectively as "Parties"

WHEREAS

TPL is engaged in the business of imparting vocational training, certifications and corporate education in wide range of subjects and operates learning centers at various locations in India.

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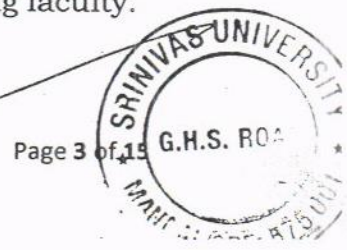
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3. ROLES & RESPONSIBILITIES OF BOTH PARTIES:

3.1. TPL shall be responsible for:

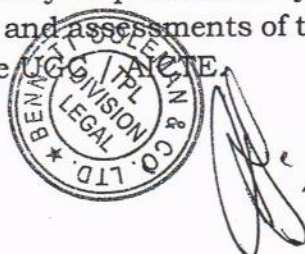
- a. All the cost for travel, accommodation & food of the Students attending Program in Bangalore to be borne and arranged by the Students themselves. TPL shall provide all possible support to the Students from time to time for the same.
- b. Deliver III Semester of the program at Bangalore through TPL's / visiting faculty.



- c. Issue completion certificate bearing TPL brand "TimesPro" on successful completion of 2nd year of the Program by Students, as per the guidelines approved by Srinivas University, Mangalore.
- d. Counseling support at Srinivas University for the Students, each year before launch of Program.
- e. Conducting Program selection process and interviews of the students.
- f. On successful completion of the Program and after obtaining the Completion Certificate from Srinivas University as approved by UGC / AICTE, the Student shall be provided with placement assistance which includes guaranteed/assured 3 job interviews with organizations in BFSI industry by TPL. It is hereby clarified that TPL shall provide only placement assistance to each student, however the ultimate placement will happen only based on student's capabilities and caliber and as per the requirement of the hiring company.
- g. TPL's faculty/trainer would guide the students to appear for NISM certifications. Details of certifications are given in **Annexure 1**.
- h. TPL shall not be under any obligation to commence its services unless, it has received its share of revenue from the fees so collected by Srinivas University.
- i. Provide the content for the curriculum which will be approved duly by Srinivas University in Board of Studies.

3.2. Srinivas University shall be responsible for:

- a. Shall be solely responsible for acquisition of the Students at its own cost.
- b. Conduct and deliver training program during Semester I & II through faculties of Srinivas University.
- c. Conducting I and II semester and assessment examination at Srinivas University campus as per the syllabus duly approved by Srinivas University as per the UGC / AICTE Guidelines.
- d. Running the Program in association with TPL as per **Annexure 1 and Annexure 2** and the terms and conditions provided under this Agreement and as may be mutually agreed upon.
- e. Conduct and deliver I and II Semester of the program commencing from July/August 2020 through Srinivas University's faculties / visiting faculty led training.
- f. Conduct and deliver the Program as per the norms of the UGC / AICTE.
- g. Promote the Program in the education fraternity and run marketing activities as per mutually discussed terms with TPL to popularize the Program.
- h. Provide necessary infrastructure such as - classrooms, library, mess facilities, food arrangements, technologically equipped laboratories required for the Program, hardware and software requirements, and such other requirements as have been specified under **Annexure 2** to this Agreement, and are mutually agreed upon for conducting the Program, Journals, e-journals, as per UGC/AICTE norms.
- i. Issue the degree of '**MBA - Banking & Financial services**' as per the UGC norms, on the successful completion of the 2 years course by the Students and completion of such other requirement as may be prescribed by UGC / AICTE.
- j. Conducting the examinations and assessments of the Students and issuing mark-sheets as per the norms of the



- k. Schedule regular classes of the Program as may be mutually discussed and agreed to between the Parties.
- l. Conduct assessments and issue mark sheets for both the years, as per the requirements of UGC / AICTE.
- m. Shall at its own cost, seek necessary permissions and approvals to ensure compliance with all regulatory requirements.
- n. Srinivas University shall be responsible for collection of fees from the Students
- o. Provide the faculty / trainer accommodation in University campus / outside the campus where the faculty / trainer is traveling for any kind of training.
- p. Srinivas University shall have regular and constant co-ordination with TPL with respect to the details related to the Students enrolling/enrolled for the Program.
- q. Srinivas University shall open a special escrow account for this Agreement for collection of Course Fees and enter into an agreement with such bank, providing it the standing instructions in such mode as is acceptable to the said bank, for transfer of Course Fees collected for the Program from the Students and remit the same in the designated bank accounts of Srinivas University and TPL, immediately on actual collection basis the proportion stated under Annexure 3 of this Agreement.
- r. Srinivas University shall ensure that an Escrow account is opened, with aforesaid instruction, prior to the collection of any fees from the Student.
- s. If an Escrow account is not opened and Srinivas University collects Course fee from the Student, then the share of TPL shall be transferred within five (5) working days from the date of receipt of the Course fee in the designated account as informed by TPL. If Srinivas University fails to pay the share of TPL within due date, then TPL shall be entitled for an interest at the lending rates of SBI from the date it is due till the actual realization of the payment.
- t. Shall within one (1) working day inform TPL about collection of Course fee from the Students. Informing the collection of Course fee is compulsory and binding on Srinivas University.
- u. Facilitate registrations and remittance of Course Fee.
- v. Srinivas University further undertakes to provide such facilities and provisions as have been detailed under **Annexure 2** of this Agreement.
- w. Batch scheduling in collaboration with TPL for the relevant Semesters of the Program.
- x. Srinivas University will not revise the Course Fee and/or charge anything extra apart from the agreed Course Fee under this Agreement from the Students of the Program without consultation and concurrence of TPL.
- y. Srinivas University understands and acknowledges that it shall have no right over any IPR related to the Program and shall not have any right to edit/amend the content received from TPL without prior written consent of TPL
- z. Srinivas University acknowledges and agrees that the two years training for the Program shall be delivered in collaboration with TPL as per the calendar and approval of Srinivas University. As mutually agreed, upon, Srinivas University will deliver I and II Semester of the course solely with its faculties or visiting faculties as is necessary.
- aa. Srinivas University will provide enough and suitable space for TPL's faculty and counselors in its campus. Further it is agreed between the Parties



Srinivas University will provide only the accommodation assistance to the TPL Trainers and will not provide travelling allowances.

- bb. Srinivas University shall, before collecting fee, inform to the Students that the course may not commence, if minimum number of required Students (10 students) do not enroll for the Course and their entire amount will be refunded without any deduction and without any interest.
- cc. Assist in providing accommodation to the students.

4. PROGRAM MODEL

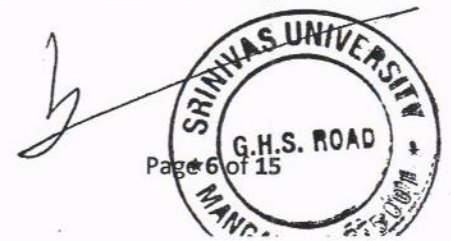
The Parties hereby understand and agree that the Program would be conducted in the campus of Srinivas University and Learning Centre of TPL (Bangalore), as specifically detailed under **Annexure 1** of this Agreement. On successful completion of the Program, the Students shall be awarded the UGC / AICTE approved MBA – Banking & Financial services degree by Srinivas University, subject to satisfying all the conditions laid down by UGC / AICTE. The details of work sharing by each party, is listed in **Annexure 4**.

5. INVOICING AND PAYMENTS

- a. Srinivas University shall collect the Course Fee as mentioned under **Annexure 3** (hereinafter to be referred as “**Course Fee**”) from each Student registered for the Program and issue the receipts to the concerned Students.
- b. Srinivas University will deposit all such sums collected as Course Fee in a separate bank account designated for this purpose. This account shall act as the ‘**Escrow Account**’ and all Course Fee collected by Srinivas University in connection with the Program shall be collected and deposited only in this Account.
- c. Srinivas University shall give standing instructions to the concerned bank as per Clause 3.2 (n) above. Such standing instructions once agreed to/upon between the Parties and communicated to the bank, shall not be changed unless mutually agreed to/upon between Srinivas University and TPL in writing.
- d. TPL shall be entitled to such proportion of Course Fees as stated in **Annexure 3** for this Agreement for the services rendered by it under this Agreement (“**Service Fees**”).
- e. TPL shall raise an invoice on Srinivas University within 15 (fifteen) days from the last date on which Srinivas University has collected the Course Fees from the Students, either as an annual fees or semester fees. The Invoice shall be with respect to the service fees attributable to TPL in accordance with **Annexure 3** of this Agreement and shall additionally include GST.
- f. Srinivas University shall collect the Course Fees vide cheques/RTGS/Demand Draft/NEFT or bank to bank transaction or any other legally permitted mode of collection, provided all such amounts are received/ deposited in the Escrow Account.
- g. Notwithstanding anything stated herein above, TPL shall have the right to get the information or access to relevant the documents, records, etc. time to time which will be maintained by Srinivas University with respect to the Program. And at no point of time Srinivas University will deny the same. Further it is not mandatory for TPL to give the advance notice for the same.



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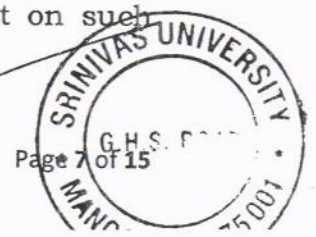
- h. Once the Escrow account is operational, the amount so collected by Srinivas University shall not be deposited in any account, other than Escrow account, failing which the same be treated as breach of contract.

6. CONFIDENTIALITY AND IP

- a. At all times during the course of this Agreement and at all times thereafter, all the Confidential Information of TPL shall solely vest in TPL and at no point Srinivas University will create the ownership on the same. Doing the same will amount to IPR infringement and TPL will take the appropriate action on the same.
- b. **"Confidential Information"** is defined as all information and materials (in whatever form or media) provided to Srinivas University by or on behalf of TPL. TPL Information includes, but is not limited to: marketing collaterals, client information and commercials, details of TPL's methodology letters, course curriculum, reports and other presentations; software, including underlying source and object code, and instructions embedded in any form of documents (such as in Microsoft® Excel), owned by or licensed to TPL and installed or delivered by TPL on Srinivas University's computers or included in diskettes or CDs or other media furnished to SRINIVAS UNIVERSITY or otherwise used in connection with the provision of the Services; all data, information, or material residing on TPL's computer servers; TPL's responses to Srinivas University's requests for proposal or other proposal related documentation; TPL's standard materials and derivatives thereof and related materials; and TPL's generalized practices, techniques, business processes, and know-how regardless of whether developed in connection with the Services or engagements with other TPL clients.
- c. The Parties will use reasonable efforts to cause its respective agents, employees, and representatives to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party.
- d. Each Party shall maintain all of the other Party's Confidential Information in strict confidence and in a secure environment and shall protect such information with the same degree of care that such Party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. Except as provided in this Agreement, a Party shall not use or disclose any Confidential Information of the other Party without the expressing prior written consent of such Party.
- e. If the Receiving Party is required to disclose the Confidential Information of the Disclosing Party as part of a judicial process, government investigation, legal proceeding, or other similar process, the Receiving Party will give prior written notice of such requirement to the Disclosing Party. Reasonable efforts will be made to provide this notice in sufficient time to allow the Disclosing Party to seek an appropriate protective order, or modification of any disclosure, and the Receiving Party will reasonably cooperate in such efforts.
- f. All and any CD-ROMS and/or floppy disks and/or magnetic tapes and/or any other media containing such data (together with all and any copies thereof) shared by TPL with Srinivas University will be returned to TPL by the Srinivas University and Srinivas University shall provide the written certification to that extent. Srinivas University acknowledges that they shall not have any right on such



A handwritten signature in black ink, appearing to be "R. Srinivas" or similar.



content or any related IPR of the Program and all the IPR including without limitation the Program, shall vest solely in TPL.

- g. In this clause 'intellectual property' means all industrial and intellectual property rights of any kind including copyright, trademarks, design, moral rights and other proprietary rights.
- h. This clause shall survive any termination of this Agreement, howsoever occurring.

7. USE OF PROPRIETARY MATERIALS/ BRAND

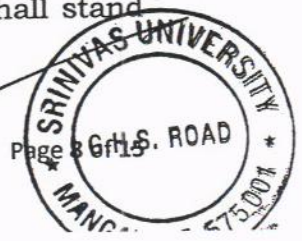
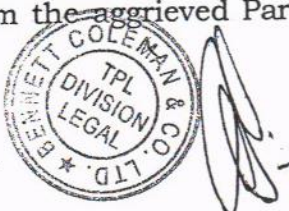
- a. All TPL training, which comes under the purview of this Agreement, will be presented as coming from TPL solely. SRINIVAS UNIVERSITY or any of its associates will not use any proprietary TPL material, including copyright, logo, publicity materials and brand in any form except as specifically permitted under this Agreement, without the prior written approval of TPL. Srinivas University shall not represent TPL in any way to an individual or organization until prior written consent is obtained from TPL. Institute will not translate/ use any proposal, agreement or any other TPL communication in any language without the prior written approval of TPL.
- b. TPL shall have the right to use the name, brand name of SRINIVAS UNIVERSITY during the marketing activities for the promotion of the Program; however TPL shall take prior written approval of the Institute before releasing the marketing campaign for the Program. Similarly, Srinivas University shall have right to use the name, brand name and trademark of TPL for the purpose of marketing and promotion of the Program, subject to prior written approval of TPL, before using its name in any marketing campaign.

8. Spirit OF COLLABORATION AND NON-COMPETITION

The spirit of the collaboration would be that of association for the Program between the Parties. Both Parties agree that due to the underlying affiliation, the Parties hereby agree that during the subsistence this Agreement, Srinivas University shall gain access to the Confidential Information of TPL thus it is agreed upon by both Parties that till the arrangement under this Agreement stands valid, SRINIVAS UNIVERSITY shall not run any other course similar to the Program in any of its campuses.

9. Term and TERMINATION OF THE AGREEMENT:

- a. The term of this Agreement will be for a period of **five (5)** years from the date of execution of the Agreement, which may be extended in writing on mutual agreement.
- b. Termination for convenience: Either Party can terminate this Agreement for convenience, by giving at least three (3) months prior written termination notice to the other Party.
- c. Termination for cause: In case of any material breach of the terms of this Agreement, the aggrieved Party may terminate this Agreement by a prior written termination notice of 30 (thirty) days. If the other Party does not cure the breach within aforementioned period of 30 (thirty) days of receiving a written notice specifying the breach from the aggrieved Party, then the Agreement shall stand



terminated at the close of the 30th day from the date of receipt of notice from the aggrieved Party.

- d. Notwithstanding anything contained in this Agreement, the Parties hereto agree to act in good faith and to fully cooperate to provide an orderly completion of ongoing batches of the Program for such time after termination as may be required by subsisting obligations under contracts/subcontracts and respective commitment to Students who have been registered on or prior to such termination.
- e. SRINIVAS UNIVERSITY shall promptly return (list of return of the confidential information should be send by Srinivas University at the time of returning the information) or destroy (and certify in writing to such destruction signed by an officer of Institute), all confidential information of TPL.

10. NON-SOLICITATION

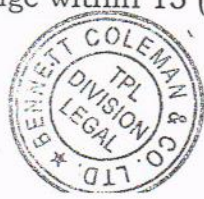
The Parties shall not directly or indirectly solicit, interfere with or endeavor to entice away employees from the other Party either on their own account or for any other person or entity, during the continuation of this Agreement and for a period of 1 (one) year after the termination of this Agreement for whatever reason.

11. DISPUTE RESOLUTION

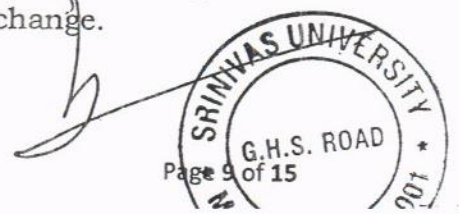
Dispute Resolution: Each Party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The Parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement and in the event of failure on the part of the Parties, to amicably resolve the disputes arising out of or in connection with this Agreement shall be finally settled by arbitration which shall be held in Mangaluru, Karnataka and/or Vashi, Navi Mumbai, Maharashtra, India in accordance with the laws of India and Arbitration and Conciliation Act, 1996 (As amended) then in effect. The arbitration award shall be final and binding for the Parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law. The Seat and Venue shall be at Mangaluru, Karnataka and/or Mumbai, Maharashtra, India. The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version. Agreement between TPL and the Institute shall be subject to the laws of India under jurisdiction of the courts of Mangaluru and Mumbai, India

12. NOTICES:

Any notice or other information required by this Agreement to be given by a Party to the other Parties may be given by hand or sent by first class pre-paid registered post reputed courier service to the other Parties at the address as mentioned in the title of this Agreement. Either Party may change its address by notifying in writing to the other Party about the change within 15 (fifteen) days of such a change.



A handwritten signature in black ink.

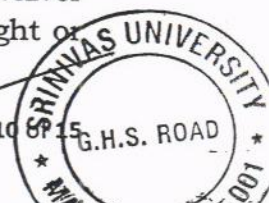
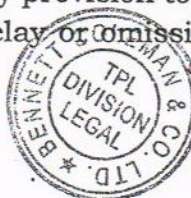


13. INDEMNIFICATION:

Subject to the provisions of, and limitations contained in, this Agreement, both the parties shall upon demand indemnify, hold harmless and defend the other party and its respective directors, officers and employees from and against any claim, loss (including reasonable legal costs and expenses) or liability incurred or suffered by any of the aforementioned indemnified persons arising out of or in connection with this Agreement, or arising out of non-compliance with any applicable law and rules or regulations related to its obligations under this Agreement or due to non-arising from any suit, action or proceeding by any 3rd party against any of the indemnified persons, as a result of or in consequence of any act or omission of whatsoever nature of the Institute, its employees, representatives and staffs, including without prejudice to the generality of the foregoing, any complaint or loss or damage or claim for compensation arising out of the infringement of third party IPR or for providing incorrect or misleading content or for breach of its obligations by the Indemnifying party. Notwithstanding anything contained in this Agreement, neither party shall be liable to other for indirect, incidental or consequential losses. This Clause shall survive any termination or expiration of this Agreement.

14. MISCELLANEOUS:

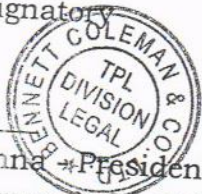
- a. No addition to or change in the terms of this Agreement or service will be effective or binding on either of the Parties unless reduced to writing and executed by the respective duly authorized representative of each of the Parties.
- b. This Agreement and any Annexure/s hereunder may be executed in two counterparts, each of which will be deemed an original for purposes of this Agreement.
- c. In the event any change in any law, or the passage of any law, rule or regulation affect, or in either Party's reasonable determination, may affect, either Party's performance or obligations under this Agreement, the Parties shall work together in good faith to amend this Agreement so as to minimize or eliminate, the impact of such Changes in Law on a Party's performance or obligations under this Agreement.
- d. Both the Parties represent and warrant to the other Party that all the corporate or other actions or conditions required to be taken to authorize the execution including additions or changes to the terms of the agreement in future of this agreement, and to exercise its rights and perform its obligations under this Agreement have been duly taken and satisfied. Further the execution and performance of this Agreement will not violate any law or any Agreement. If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.
- e. This Agreement, including any Annexure, materials incorporated herein, constitutes the entire Agreement of the Parties and supersedes all previous oral or written negotiations, understanding, letter of intent and agreements relating to the subject matter hereof. There have been no representations or statements, oral or written, that have been relied on by any Party hereto except those expressly set forth herein.
- f. A waiver of a breach of any provision to this Agreement will not constitute a waiver of any other breach. A delay or omission by either Party to exercise any right or



power under this Agreement will not be construed to be a waiver thereof. Whenever possible, each provision of this Agreement, as well as any Annexure, will be interpreted in such manner as to be effective and valid under applicable law, order, code, rule or regulation, but if any provision, or Annexure is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or attached hereto.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives as of the date first written above.

Authorized Signatory



Anish Srikrishna *President
Bennett, Coleman & Co. Ltd.
(For Times Professional Learning Division)



Srinivas University.

ANNEXURE 1
DETAILS OF BUSINESS UNDERSTANDING (PROGRAM MODEL)
PART A
PROGRAM MODEL

Program Name: MBA (Banking and Financial Services)
 Program Objective: Training graduates for Banking & Financial services
 Program Duration: 24 Months

PART B
SEMESTER WISE CONTENT STRUCTURE OF THE PROGRAM
PGDM (B&FS)

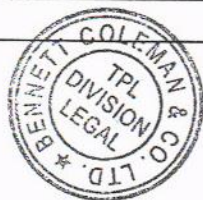
Course Structure

Semester I (To be inserted)

Subjects	No. of Credits	No. of hours
Business Economics	3	30
Corporate Finance	3	30
Banking Law & Practice (DBF - I)	4	40
Accounting for Bankers (DBF - II)	4	40
Principles and practices of Management	3	30
Financial Products and Services Sales Management	3	30
Excelling with Excel – I	2	20
Business Research Methods	3	30
PEARL – I	2	20
Customer Service, Centricity & Ownership	3	30
Total Credits	30	300

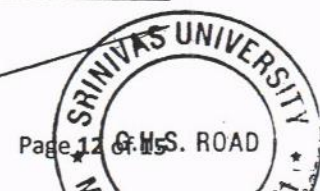
Semester II (To be inserted)

Subjects	No. of Credits	No. of hours
Retail Banking	3	30
Legal & Regulatory Aspects of Banking (DBF III)	4	40
Technology in Banking Management	3	30
Treasury And Foreign Exchange Management	3	30
Excelling with Excel – II	3	30
Corporate Banking	3	30
PEARL – II	3	30
Sales Management	3	30
Customer relationship Management	3	30
Banking needs assessment survey	1	10
Immersion Program - Branch Banking	1	10
Total Credits	30	300



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Semester III (to be delivered at Bangalore)

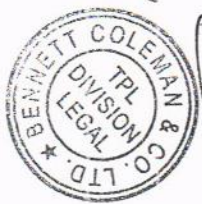
Subjects	No. of Credits	No. of hours
Credit and Risk Management	04	40
International Trade Finance	04	40
Financial Planning and Wealth Management	04	40
Financial Markets and Services	04	40
Financial Derivatives	04	40
Core Banking – Finacle	04	40
ET FINPRO – Series I and Advance	04	40
Total Credits	98	280

Semester IV

- Dissertation Project 6 credits

**PART C
DETAILS OF CERTIFICATIONS**

1. NISM Series VA – Mutual fund distributors examination
2. NISM Series VII – Securities operations and risk Management
3. NISM Series VIII – Equity derivatives certification examination
4. NISM Series XV – Research analyst certification examination



ANNEXURE 2
INFRASTRUCTURE SUPPORT TO BE PROVIDED BY INSTITUTE

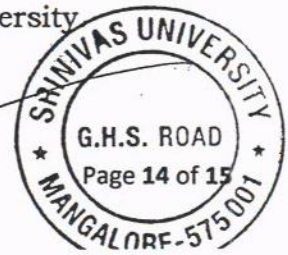
- 1) Support in conducting selection test and interview
- 2) Support in managing program delivery Infrastructure
- 3) Classroom (1 classroom each for a batch of upto 60 students)
- 4) Classroom should be as per UGC /AICTE norms
- 5) The classrooms should be well lit and airy with commensurate number of lights, fans and air-conditioning (includes Branding done by _____ Institute as per TPL branding)
- 6) Each classroom should have a head table, a computer (with AV / sound card, CD / DVD drive and multimedia speakers), a LCD projector, flip chart board with white chart papers and permanent markers, and a white board with white board markers and duster
- 7) Information Technology Laboratory (Laptops / PC should possess the following configuration)
- 8) 4 MBPS internet broadband lease line + 4 MBPS MPLS as a back-up
- 9) High-speed Wi-fi enabled classroom
- 10) Laptops / Desktops should possess the following configuration: i5 processor, 4 GB RAM, 500 GB hard-disk, HD web camera
- 11) Srinivas University shall provide for a designated area in the Campus for conducting the classes for this program which would be suitably earmarked
- 12) Srinivas University would provide hostel facilities to the students undergoing this Program as per its norms for other students of Srinivas University.
- 13) Education loan for students
- 14) Library access for students
- 15) Doctor on call for students
- 16) Security in campus and hostel

ANNEXURE 3

COURSE FEES AND TPL SERVICE CHARGES
PART A

	Percentage	Rs.
Course Fees Per student		4,50,000
TPL Share (inclusive of GST)	49.12%	2,21,040
Srinivas University's share	50.88%	2,28,960

TPL will receive INR 2,21,040/- (Rupees Two Lakhs Twenty- One Thousand and Forty Only) per student including GST amount from Srinivasv University



ANNEXURE 4

Details of work sharing

Activity	Srinivas University	TPL
Marketing activities		
Student acquisition	✓	
Conducting personal interviews	✓	✓
Academic Activities:		
Semester delivery	I and II Semester at University Campus	III Semester at TPL Learning Centre
ET Finpro		✓
Finacle		✓
Internal assessment	For I & II Sem. Delivery	For III Sem delivery
Conduct of final examination and assessment	For I & II Sem. Delivery	For III Sem delivery
Preparation for NISM & DBF examination		✓
Case studies	For I & II Sem delivery	For III Sem delivery
Placement activities		
Pre- placement activities		✓
Placement Assistance of students		✓
Miscellaneous		
Taxation		✓

Note: ✓ indicates responsibility



**BOSCH**

Dr. P. S. Aithal
Vice-Chancellor
Srinivas University
Srinivas Group of Colleges Campus
Srinivas Nagar, Mukka, Surathkal
Mangalore - 574 146, Karnataka
Mobile: 93433 48392

Your ref/date

Our ref

Bosch Limited
Post Box. No. 3000
Hosur Road, Aduodi
Bangalore - 560 030
India
www.boschindia.com
CIN : L85110KA1951PLC000761

Tel. :

Fax :

Date 20-08-2020

Dear Dr. Aithal,

Sub: Establishment of Industry-Academia Collaboration Center

Greetings and hope this letter finds you safe and well.

Thank you for sending the signed copies of the MoU from your University. We are happy to welcome your institution to collaborate with Bosch on skill development as per your chosen area(s) of collaboration. I am sure you will agree that this opportunity of working together on skill development has come at a very opportune time when the Government of India has announced its New Educational Policy (NEP), which emphasizes the strategic and sustained inclusion of vocational skills in all educational spectrums.

With Bosch's expertise in skill development since 1961, reinforced by the President of India's "Best Establishment Award" 54 times (18 times in a row) for its technical trade training programs, followed by prestigious awards such as the FICCI CSR Award for Livelihood and Skill Development for our flagship program "BRIDGE", we are confident to be a reliable partner in your efforts on skilling the youth. Subsequent to the Industry-Academia Collaboration Lead (IACL) Orientation held in January 2020, we reconnected with your IACL recently and completed a discussion to take our plans forward. Bosch proposes to establish an Industry-Academia Collaboration Center in your campus for conducting Bosch-supported Skill Development programs.

The proposed "Industry-Academia Collaboration Center" is envisaged by Bosch to be a simple platform to invite more collaborations into your university, such as from other companies, NGOs, MSMEs and the trainers on skill development. While Bosch proposes to offer basic support to this center by way of providing Bosch branding and some upgradation (furniture and IT paraphernalia), your University can build on it as per your preferences. For the purpose of establishing this Collaboration Center, a well-ventilated classroom of 500 to 600 sq. ft. (minimum) will be required. The list of the standard equipment for this Center is provided in the Annexure, each of which shall be supplied and installed by Bosch through a Bosch-approved vendor. The cost for upgrading this classroom (offered only to select universities) will be entirely borne by Bosch.

The above has been discussed with your IACL, Prof. Pradeep M. D. If you agree to this proposal, we request you to send a signed copy of this letter back to us, both digitally and by post. My colleague Mr. Prashanth Appuswamy who is already in touch with Prof. Pradeep will update on the further procedures and planning. We look forward to an impactful journey ahead irrespective of the challenges posed by the pandemic.

Counting on your steadfast support and cooperation!

With warm regards,

For Bosch Limited

Dr. O. P. Goel
Senior General Manager
Head - Bosch India Foundation,
CSR & Skill Development

Project: BOSCH-INDIA

Dated: 20-8-2020

Collaboration center Item List 2020-2021

Sl.no.	Item	Quantity
1	Wooden Branded Podium	1 No.
2	Bosch branded mouse pad	25 Nos
3	Windows curtain	1set
4	Bridge Hoardings	1set
5	Bosch branded writing board	1set
6	Bosch branded Notice board	1set
7	Back light sign board	1set
8	Bosch Branding sign board	5sets (inside the class room)
9	Acrylic Tray	1 set
10	Eco friendly cloth banner	4 set
11	Round discussion table	2 set
12	Bosch branded name board	1 set
13	Bosch branded folders	100 Nos
14	Bosch std. sip cards	1set - Powder coating
15	Bosch std. sip cards	1set - same as Bosch std. design
16	Marker with 3 colors	3 boxes - Any three colors
17	Collaboration certificate	1set - standard stand size 450x300x30mm
18	Laptop H.P. Make	1set
19	Portable PA System PWMA200	1set
20	Sony video recording-USB	1set
21	LED 55" LG Smart TV	1set - 55 SM 8100
22	Video conferencing camera	1set
23	Cannon make Printer/scanner	1set
24	Revolving executive chair	25Nos
25	4'x2' modular conference table	1set (13Nos) - Storage unit: 1275x900x450
26	Training table 1200x600x750	1set with fixed pedestal
27	Trainer revolving chair	1set
28	HDMI cable 10mts with AUX	1set

Draft Letter of Intent

To

Prof. Dr. P.S. Aithal
Srinivas University
Karnataka

Dear Prof. Dr. P.S. Aithal,

Sub: Bosch's Intent for Industry-Academia Collaboration on SKILL DEVELOPMENT with Your University

Thank you for your response to our invite for the VC's conclave scheduled on the 8th November 2019 at Bosch in Bengaluru. We look forward to welcoming you indeed.

Soon after the conclave, Bosch and Srinivas University can work together in one or more areas of skill development, which are of mutual interest. At this juncture, I am pleased to present to you the eleven possible areas of collaboration with Bosch as follows:

1. AREAS OF COLLABORATION

1.1 Setting up of BRIDGE Centre in the University:

Setting up a BRIDGE center in the university campus on cost sharing basis. The center can be used for offering short-term skill based courses to the students of the university or the students from other universities or other learners from the society.

1.2 Organizing Bosch Training of Trainers (ToT) Programs in the University

University Partner to work as a nodal point for Bosch's well-known and successful Train the Trainer program, which Bosch is planning to scale up its across different states. There is an opportunity for the university to be a nodal point for this activity for the state or part thereof. The trainers can be offered accommodation in the hostel, food, classroom and the other facilities on subsidized cost basis. University teachers can be engaged in delivering the training as applicable.

1.3 Capacity Building workshops for the NGOs

Bosch is planning to organize capacity-building workshops for NGOs on a sustained basis and at different locations. University Partner will have an opportunity to host such workshops.

1.4 Offering Industry-oriented CSR module to the Master degree students (MSW / MBA / MA or others)

In view of the introduction of CSR Act (Section 135 of the Companies Act, 2013), there is a change in the skill sets needed among the social work professionals seeking job opportunities in the CSR departments as compared to earlier aspirations of working with an NGO. Bosch is interested in offering an industry-oriented course, which can be offered as an optional subject to the master degree students. This can improve the employability of the students of the university.

1.5 Offering internships to Master degree students – locally at BRIDGE centers and at Bosch locations (like Bangalore)

Bosch would like to offer limited no. of unpaid internships in the domain of CSR or skill development to the interested master degree students at the BRIDGE students operating in the state. If approved, Bosch will provide internship certificates to all those students who complete their internships successfully.

1.6 Offering social entrepreneurship course to Master students

Bosch is in the process of designing a social entrepreneurship course for those students who want to pursue self-employment with a motive to serve the society as a major purpose. Would like to explore the possibilities of offering this to the University students jointly.

1.7 Organizing research paper competitions – Post doctoral, Doctoral and Master students

Bosch would be interested in organizing research paper competitions on the matters related to CSR, skill development and entrepreneurships. University may work as a partner with Bosch to organize such competitions at local or state level.

1.8 Possibility of offering joint course for the trainers – Distance learning or blended learning mode

Bosch is interested in developing a long-term NSQF Level - 8 course for the development of vocational skill trainers in the country. This course is planned to be delivered in a blended mode – online, face-to-face, assignments, project work etc. University may host few face-to-face training modules and also explore to offer a degree/certificate to the students who complete the course.

1.9 Joint Content Development for new courses including eLearning

Bosch is interested in developing course contents for new modules, especially for delivery through eLearning mode. University may participate in the process as per the expertise available.

1.10 Offering trainings for MSMEs

Bosch has been delivering courses for MSME employees across various levels. University may find it interesting to join hands and offer this course for benefit of local industry.

1.11 Offering Social Fellowships

Bosch would like to explore the possibilities of offering a fellowship program on CSR domain. This will be fieldwork based and with research component built-in. May lead to a certificate or a doctoral degree, as per the prior qualification and eligibility of the candidates. University may participate to offer part of this program or offer the certificate/degree.

2. PURPOSE OF THIS LETTER OF INTENT

2.1 The purpose of this letter of intent is to serve as an MOU to explore the possibilities of Industry-Academia Collaboration between the parties in one or more of the areas listed above,

2.2 This understanding is *not binding* and has *no commercial intent* by any of the parties. If in future, if any specific area is identified and agreed by both the parties (BOSCH LIMITED, a company incorporated under the Companies Act, 2013 and having its registered office at Post Box No. 3000, Hosur Road, Aduodi, Bangalore-560030 & SRINIVAS UNIVERSITY, represented by its Chairperson or Vice Chancellor) for collaborating a separate MoU with agreed roles / responsibilities and terms / conditions will be signed.

3. TERMS

3.1 This Letter of Intent shall be valid from the date of signature (and exchange of copies) and shall remain in force till 30th of June, 2020 from the Effective Date of execution, unless terminated. Within this period, a separate MOU can be entered into by both the Parties in the interested area(s) of collaboration. Any matters of dispute arising hereunder shall be mutually resolved by the Parties through good faith discussions failing which the competent courts of Bangalore shall have exclusive jurisdiction to adjudicate.

Please sign and return with the seal of your University.

Best regards,

(to be signed)

Dr O P Goel
Senior General Manager
Head – Bosch India Foundation,
CSR & Skill Development

Acknowledgement

I have gone through and understood the document and agree to follow company terms and guidelines.

Name: Dr. P. S. Aithal



Seal & Stamp:
The Vice
Srinivas University
Mangaluru

Date: 07/11/2019



Signature by University Vice-Chancellor / Registrar

The Vice Chancellor
Srinivas University
Mangaluru



VICE CHANCELLOR'S CONCLAVE

ON SKILL DEVELOPMENT

Date: 8th November 2019 (Friday)

Agenda

Time	Activity	Venue
By 11:00 am	Arrival of all invitees	Bosch Vocational Centre (BVC)
11:00 am to 11:30 am	Walkthrough	BVC + CSR Corner
11.30 am to 11.45 am	Tea/Coffee	
11:45 am to 01:45 pm	Interaction led by Dr O P Goel, Senior General Manager & Head- Bosch India Foundation	Bosch Conference Hall
01:45 pm to 01.55 pm	Signing and Exchange of MoU	Bosch Conference Hall
01.55 pm to 02.00 pm	Photograph	Bosch Conference Hall
02.00 pm to 02:45 pm	Lunch	
02:45 pm to 04:00 pm	Visit to BRIDGE Center (Optional)	CHRIST University



SRINIVAS UNIVERSITY

(PRIVATE UNIVERSITY ESTABLISHED UNDER KARNATAKA STATE ACT NO.42 OF 2013)

City Office : G.H.S. Road, MANGALURU - 575 001. Karnataka State, INDIA.

Phone No.:0824-2425966, 2444891, Fax : 0824 - 2442766

E-mail:info@srinivasgroup.com website:www.srinivasuniversity.edu.in

MEMORANDUM OF UNDERSTANDING (MOU) between Srinivas University, Mukka, Mangalore (Party A) and Dr. P. Dayananda Pai P.Satish Pai Government First Grade College, Mangalore (Party B).

Parties to MOU:

This is an agreement between Srinivas University, Mukka, Mangalore and P.Dayananda Pai P. Satish pai Government First Grade College, Mangaluru.

The Memorandum of Understanding (MoU) is entered into on the 28th February 2020 and is valid from 28th February 2020 to 28th February 2023 by and between Srinivas University, Mukka, Mangalore and Dr. P. Dayananda Pai P. Satish pai Government First Grade College, Mangaluru.

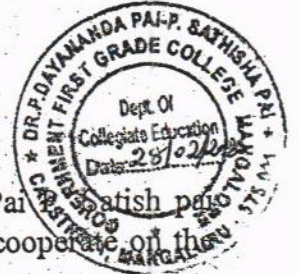
Areas of Collaboration:

Srinivas University, Mukka, Mangaluru and Dr. P. Dayananda Pai P. Satish pai First Grade College agree to collaborate in the following areas :

1. To facilitate participation in national and international research conferences and publications in peer reviewed journals.
2. To give preference in enrollment to research courses and doctoral programs of Srinivas University.
3. To offer student development programmes on knowledge enhancement, professional skill and soft skills development.
4. Participation opportunities for talent enhancement areas, cultural and co-curricular and extra-curricular programmes.
5. To facilitate faculty development through faculty development programmes, guest lectures and resource persons exchange initiatives.
6. For provision of preference in admission to our courses and scholarships on merit cum means basis
7. To collaborate for counselling of students and faculty through trained counsellors in association with M.Sc. (Psychology and Counselling Department).

TERMS OF COLLABORATION AND UNDERSTANDING

Srinivas University, Mukka, Mangalore (Party A) and Dr. P.Dayananda Pai P. Satish pai Government First Grade College (Party B) will have an understanding to cooperate on the areas of collaboration mentioned here above.



RELATIONSHIP OF THE PARTIES

For the purposes of the MoU, both the parties are independent constituents. Neither this MoU nor any activities described herein shall be deemed to creating a partnership, joint venture, franchisee, agency or any other obligation. Neither party is authorized in any manner to make any endorsement or to bind the other party.

TERMINATION

Either Party may terminate this MoU by giving a 90 days' notice in advance to the other party. On termination each Party shall return to the other party all such confidential and proprietary information, documents and reference materials and copies thereof the other party in its possession.


This MoU can be extended or terminated by mutual consent of the parties in writing.

ENTIRE AGREEMENT

This MoU, along with schedules and exhibits, if any, attached hereto, sets forth the entire agreement between the parties. No modification or amendments to this MoU shall be binding upon the parties, unless made in writing and duly executed by authorized official of both the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this MoU to be duly executed by a duly authorized representative of such party as of the date first above written.


For Dr. P. Dayananda Pai P. Satish Pai
Government First Grade College
Mr. Rajshekar Hebbar.C
Principal


Signature: DR.P.DAYANANDA PAI-P. SATHISHA PAI
GOVERNMENT FIRST GRADE COLLEGE MANGALOR
Date & Time : CARSTREET MANGALURU 575 001



For Srinivas University
Dr. P. S. Aithal
Vice-Chancellor




Signature:
Date & Time : 28/02/2020
4.00 PM



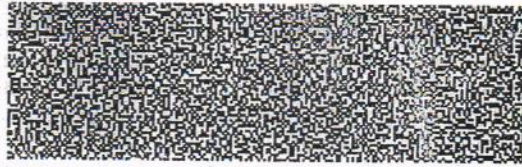
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA56114725565573S
 Certificate Issued Date : 09-Jun-2020 04:45 PM
 Account Reference : NONACC (FI)/ kacrsf108/ HAMPANKATTA/ KA-DK
 Unique Doc. Reference : SUBIN-KAKACRSFL0818339740321693S
 Purchased by : SRINIVAS UNIVERSITY
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRINIVAS UNIVERSITY
 Second Party : N A
 Stamp Duty Paid By : SRINIVAS UNIVERSITY
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is entered on the 22nd day of May, 2020.

BETWEEN

Srinivas University, Mukka Mangalore 574 146 Dakshina Kannada established in the year 2013 by an Act of Legislation of Karnataka Government as a State Private University with the right to confer academic degrees, India, hereinafter referred to as "SU" which expression shall unless repugnant to the context be deemed to mean and include its successors) of the First Part

Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at www.shcllestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Signature

File it in agreement

AND

Future Sharp Skill Limited, a company incorporated under the Companies Act, 1956, having its registered office at Knowledge House, Jogeshwari Vikhroli Link Road, Jogeshwari East, Mumbai-400060 which hereafter referred to as "**FSSL**" which expression shall unless repugnant to the context be deemed to mean and include its successors) acting through its Chief Executive Officer; of the OTHER PART.

WHEREAS:

1. FSSL was incorporated in 2011 to improve and create livelihood opportunities through skilling and upskilling in various trades and also support the group companies for their human resource capability building and recruitment of required talent for the entire Future Group and others. It is a leading player in the field of corporate, academic and vocational learning, training, skilling and development.
2. SU is an autonomous State Private University which offers various graduate, post graduate and other courses and curriculums including MBA in Retail Management & has necessary approvals, grant and permission from Statutory or other authorities to provide such courses.
3. SU now proposes to add specialized MBA course / Certificate Course with a focus on retail and management. Since FSSL has expertise in these fields and thus, FSSL has agreed to work with SU in the manner hereinafter appearing.

NOW THEREFORE THIS MEMORANDUM WITNESSETH AND IT IS AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

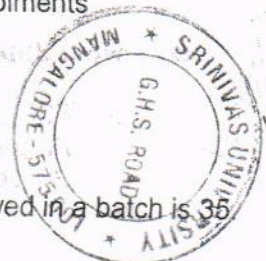
1. **FSSL shall:**

- a. Provide guidance and consultation to SU for the introduction of MBA / Certificate in Retail Management / Certificate Courses to be offered (hereinafter referred to as "the Proposed Programs")
- b. Development of Course Design, Curriculum Content and Delivery of the Agreed Modules for the Proposed Programs.
- c. Create workbooks for the sessions agreed by FSSL to be delivered in the Proposed Programs
- d. Arrange for FSSL Faculty / Trainers to facilitate Classroom Sessions and Assessment for the Proposed Programs. The Food Charges, Travel and Conveyance Expenses of the Trainers will be borne by FSSL.
- e. Arrange experts from the industry (as honorary visiting faculty) to visit SU campus for providing guest sessions for students participating in the Proposed Programs
- f. Support in Organizing store visits for students participating in the Proposed Programs
- g. Conduct 'Retail Yatra' the Value Chain Journey (optional) and Warehouse Visit for the students of the Proposed Programs
- h. Provide internships and facilitate OJT during the course period as per the academic requirement. Provide placement assistance in FG brands for eligible candidates.
- i. FSSL Representative(s) shall be at your campus during admissions to counsel and train your faculty and other persons nominated by you to run a campaign to attract students. FSSL will equip the faculty and mobilizing staff in canvassing students, conducting orientation on the FSSL programs during the course of admission process.
- j. FSSL shall host Karm Rekha Sessions wherein experts on 'Retail' will speak and potential outside students can be invited to attend that sessions for possible enrolments

2. **Srinivas university shall:**

a. Launch the Proposed Programs, subject to availability of students.

b. Ensure batch size minimum 25 students per batch. Max. Students allowed in a batch is 35



- c. In case of students more than 35, there need to be parallel batches deployed.
 - d. Do all admission related activities to select students for the Proposed Programs
 - e. Promote and source students for the Proposed Programs.
 - f. Pay to FSSL the fees specified in Annexure 1 for various course related activities
 - g. Make available all infrastructure facilities required for the Proposed Programs in SU campus
 - h. Depute faculty/trainers for teaching and conducting the sessions of specific subjects mutually agreed on in the Proposed Programs
 - i. Organize lodging arrangements for all the Trainers / Faculty / Industry Experts of this Proposed Programs at the cost of SU.
 - j. In case of 'Karm Rekha' sessions where senior business leaders from well-known brands will be addressing the students, the cost of boarding and lodging will be taken care by Srinivasa University. FSSL shall take the travel and local conveyance cost for the delegates travelling.
 - k. Issue a Joint certification (Signed by competent authorities of both the parties) to all students successfully completing the Proposed Programs.
 - l. Prepare monthly session schedule and share it with FSSL, 30 days prior to the start of the sessions to enable FSSL to organize faculty for facilitation of the sessions
 - m. Give 2 weeks of prior notice to FSSL in the event of cancellation of session
3. This MoU is applicable only to the launch of Proposed Programs. A separate MoU will be signed for each new program that both FSSL and SU plan to launch jointly.
 4. The Course Fee and Admission Process for the Proposed Programs shall be determined and administered by SU
 5. SU shall pay FSSL, specific fee as mentioned in the Annexure.
 6. Payment to FSSL shall be made within 30 days of the receipt of Invoice, failing to which FSSL shall have right to charge interest @ 18% p.a. on outstanding amount, if the payment remains outstanding for more than 30 days. FSSL shall also have right to terminate this arrangement in case of non payment on time.
 7. All applicable taxes will be charged additionally at applicable rates, over and above the agreed upon fees.
 8. This MoU would come into force on the date of signing and will remain valid till 31-Mar-2021 from the date of enforcement of this Agreement and may be reviewed on mutually agreeable terms.
 9. The professional fee mentioned in Annexure 1 would be reviewed post 12 months of signing this agreement with not more than 10% increment in fees as proposed by FSSL post review.

10. Other Legal Terms

a. Non-Exclusivity:

FSSL shall have right to enter into similar arrangement with third parties for product or service during the terms of this Agreement.

a. Ownership of Rights:

- i. FSSL shall have exclusive right and ownership in perpetuity over the Intellectual Property Rights in the Training materials, training methodology, module, Case Studies/Role Play/Scenarios/ Process/Video /Audio in case of co-created content



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or content exclusively developed by FSSL. The Other Party shall not claim any right, title, interest in it.

ii. SU also agrees that FSSL shall remain the sole owner of any new content, collateral created for MBA in Retail Management Program or other courses. SU shall not claim any right, title, interest over the intellectual property rights of other.

iii. Any Intellectual Property Rights developed, created by FSSL independent of this Proposed Programs but used in pursuance of this agreement shall also be owned by FSSL.

b. Confidentiality:

Any information and knowledge in written, printed, oral or other forms furnished or made available by SU and FSSL, to each other or to any third party under this agreement are for each of the party's own use. Both the parties shall keep such information and knowledge strictly confidential and shall not disclose the same to any third party without prior written consent of the other, except insofar as they are made public otherwise than as a consequence of a breach of the obligation herein undertaken not to disclose them. This obligation shall be complied with by both the parties during the existence of the agreement and until 3 years after the expiration of the agreement.

c. Termination:

Either Party shall be entitled to terminate this Agreement by giving 3 months advance notice in writing in case the other Party fails to fulfil its obligations enumerated in this Agreement and upon failure of the other Party to cure such failure within the said 3 months of the said other party being given a written notice of the same by the said Party.

Each party may terminate this agreement earlier in the event of material breach of any of the terms and conditions contained herein by the other, provided the same has not been rectified satisfactorily by such other party, within 60 days of such material breach. Such material breach is required to be intimated in writing by one party to the other.

THAT this clause does not affect any obligations of the parties arising prior to termination AND THAT such obligations would continue even after termination of this agreement.

d. Indemnification:

Each party shall protect and indemnify the other party against any direct damages, claims, suits, actions, judgments, costs and expenses directly arising out of or in any way connected with any act/ omission arising in relation to this Agreement or in case said party fails to fulfil its obligations enumerated in this Agreement or breach of representation and warranty provided in the agreement.

e. Arbitration:

All disputes and differences howsoever arising out of or in connection with this MoU shall be submitted to arbitration by sole arbitrator mutually appointed by both the Parties. It is further agreed that until the arbitration proceedings are complete, the Parties shall not take their disputes to a court of law. The arbitration shall in all matters be governed by the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai.

f. Severability:

If any term or provision of this agreement shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

g. Assignment:

This Agreement or any rights, obligation under this agreement shall not be assigned by any party to a third party without prior written consent of the other party. However, each party shall have right to assign this agreement to any of its affiliates, associates, group



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companies with prior intimation to the other party. Further any party shall have right to sub contract part of its obligation requiring special skill, technology for fulfilment to third party.

h. Force majeure:

In the event that any of the terms and conditions and obligations under this agreement cannot be executed for reasons beyond the control of the parties hereto such as, but not limited to: wars, fires, explosions, strikes, floods, earthquakes, riots, the Parties hereto shall be excused from any non-performance of any obligations hereunder to the extent such non-performance of any obligation is due to any such reasons beyond the control of the Parties hereto, provided that performance is promptly resumed upon termination of such cause of non-performance.

i. No Agency, Partnership or Joint Venture:

Nothing contained herein shall constitute or be deemed or is intended to constitute any agency, partnership or joint venture between the parties hereto. None of the parties shall at any time by any act, pledge or credit of the other party, impose contractual obligations on the other party, except the provisions of this agreement.

j. Warranties:

Each Party warrants to other Parties that

- i. it has full right, power and authority to enter into this Agreement and carry out its obligations under this Agreement;
- ii. its entry into this Agreement and its performance of its obligations hereunder will: (a) not conflict with Applicable Laws or any agreement by which it is bound; and (b) not infringe the Intellectual Property Rights or other rights of any third party; (c) each party has obtained and shall maintain required approval, permission, consent, from Statutory or other authorities as required to perform obligation under this MOU.

k. Jurisdiction:

If any dispute or difference of any kind whatsoever arising between the two signatories in connection with or arising out of this MOU, the parties shall resolve them within a period of three months in the first instance by mutual discussions. If the dispute cannot be settled within the three months as provided herein, regular courts at Mumbai only will have the jurisdiction to adjudicate upon the matter. No amendment shall be made to this MOU unless the same is in writing and signed by both the parties involved.

l. Legal Notices:

Any notice, demand or request under this agreement shall be in writing and shall be delivered or sent by Registered Mail to the addresses as indicated below:

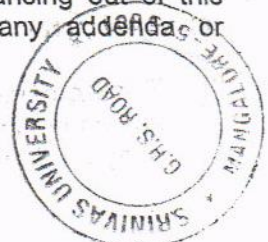
FSSL:

10th Floor, Tower C, Embassy 247, LBS Marg, Vikhroli (W), Mumbai 400 083.

Srinivas University, Srinivas Nagar, Surathkal, Mukka, Mangalore – 574 146.

m. Limitation of Liability:

Notwithstanding anything contained in these Terms & Conditions, neither FSSL nor Srinivas University shall in no event be liable for any special, indirect, consequential or incidental damages (including but not limited to damages for loss of business profits, business interruptions, loss of business information, and the like) arising out of this arrangement, MoU, any documents referenced this MOU, or any addenda or amendment hereto.



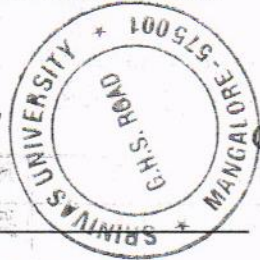
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IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

Signed and Delivered

For Srinivas university





CA A. RAGHAVENDRA RAO
Chancellor
SRINIVAS UNIVERSITY
Corp. Off.: G.H.S. Road
MANGALORE - 575 001

Authorized Signatory

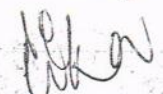
In the presence of Dr. P.S. Athal

Place: Mangalore

Date: 15/06/2020

Signed and Delivered

For Future Sharp Skills Limited


Mrs. Eika Banerjee
(Chief Executive Officer)

In the presence of _____

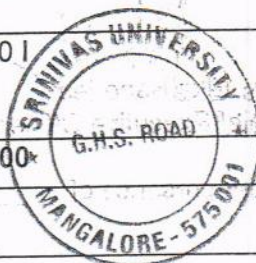
Place: Mumbai

Date: May 22, 2020

Annexure 1

**MBA-Future Retailing
Industry Integrated Program with Future Sharp Skills Limited
(A learning initiative of Future Group)**

Semester 1				
Code	Subjects	H/W	C	Marks
20MBAR11	Economic Analysis for Business Decisions	4	4	[50 I+50E] = 100
20MBAR12	Business Statistics and Analytics	4	4	[50 I+50E] = 100
20MBAR13	Principles of Management	4	4	[50 I+50E] = 100
20MBAR14	Organizational behavior and Managerial Communication	4	4	[50 I+50E] = 100
20MBAR15	Financial Reporting and Cost Control	4	4	[50 I+50E] = 100
20MBAR16	Business Law	4	4	[50 I+50E] = 100
20MBAR17*	Corporate Communication Basic 1	1	1	50 I
20MBAR18*	Corporate Communication Advance 1	1	1	50 I
	Total	26	26	700



*Handled by FSSL (Total Number of hours 20)

Semester 2				
Code	Subjects	H/W	C	Marks
20MBAR21	Marketing Management	4	4	[50 I+50E] = 100
20MBAR22	Production & Supply Chain Management	4	4	[50 I+50E] = 100
20MBAR23	Financial Management	4	4	[50 I+50E] = 100
20MBAR24	Operations Research	4	4	[50 I+50E] = 100
20MBAR25	Human Resource Management and Audit	4	4	[50 I+50E] = 100
20MBAR26	Business Research Methods	4	4	[50 I+50E] = 100
20MBAR27*	Corporate Communication Advance 2.	1	1	50 I
20MBAR28*	Introduction to Retail Business.	1	1	50 I
		26	26	700

*Handled by FSSL (Total Number of hours 20) Project on Catchment Analysis. On Retail Business.- Unorganized or Organized.

Semester 3				
Code	Subjects	H/W	Credits	Marks
20MBAR31	Management Information System and analytics	4	4	[50 I+50E] = 100
20MBAR32	Entrepreneurship and new venture creation	4	4	[50 I+50E] = 100
20MBAR33	Accounting for decision making	4	4	[50 I+50E] = 100
20MBAR34*	Retail Operations Excellence	4	4	[50 I+50E] = 100
20MBAR35*	Store Hygiene & Visual Merchandising	4	4	[50 I+50E] = 100
20MBAR36*	Retail Value Chain Management	4	4	[50 I+50E] = 100
20MBAR37*	Category Management – Community & Product Approach	1	1	50 I
20MBAR38*	Retail Business Analytics.	1	1	50 I
		26	26	700

*Handled by FSSL (Total Number of hours 140)

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Code	Subjects	Credits	Marks
20MBAR41	Internship in Industry, Dissertation and Viva-voce	26	700 (500-FSSL 200 Srinivas)

- Student Industry Internship
- 6 Hours for 60 days (Monday to Friday) across three months. (360 hours)*
- *Internship provided by FSSL

Marking scheme

FSSL -500

- (Parameters – 1. Attendance
2. Daily report sheet.
3. Mentor's assessment sheet.
4. Student's Identification and formulation of any one real time challenge at the internship format and review of research literature on the identified problem
5. Designing and implementation of solution to the identified problem and collation of research report.)



Commercials:

The course fee for the total programme will be Rs. 70,000/- (Rupees Seventy Thousand Only) per student. GST will be charged additionally at applicable rates.

Each student will be paid back Rs 15,000/- (Rupees Fifteen Thousand Only), i.e. Rs. 5,000 per month for 3 months for their internship.

Facilitation fee of Rs 10000 will be charged for each of the Karam Rekha sessions (Will be done on request from the University)

Retail Yatra will be charged additionally at Rs. 15,000/- (Rupees Fifteen Thousand Only) per student for which student will have to pay the fee upfront. GST will be charged additionally at applicable rates.

Additional Note for MBA in Retail

Only lodging of the trainers to be arranged by Srinivas University. Travel, Conveyance, Food Expenses of trainers will be borne by FSSL. GST will be charged additionally at applicable rates.

Billing and Payment Terms

1. Bills would be raised as per the following terms:
 - a. Invoice for the 40% of batch value/ course fees as mentioned in the Commercials Para above will be raised 15 days prior to the batch start date.
 - b. Invoice for the next 40% of the total batch value/ course fees will be raised 15 days prior to the start of internship of the students.
 - c. Invoice for the remaining 20% of the total batch value/ course fees will be raised 15 days prior to batch completion
 - d. Invoice for the Retail Yatra will be raised immediately once the minimum no. of students required for the same is confirmed.
1. SU would release the payment against the bills within 30 days of receipt of the bills
2. For Retail Yatra the students will have to pay the fee upfront along with their confirmation at least a month prior to the start of the program.
3. For Retail Yatra, a minimum group size of 16 is mandatory and a maximum number per group is 24.
4. Payment to FSSL shall be made within 30 days of the receipt of Invoice, failing to which FSSL shall have right to charge interest @ 18% p.a. on outstanding amount, if the payment remains outstanding for more than 30 days. FSSL shall also have right to terminate this arrangement in case of non-payment on time.
5. All applicable taxes will be charged additionally at applicable rates, over and above the agreed upon fees.

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SRINIVAS UNIVERSITY

(PRIVATE UNIVERSITY ESTABLISHED UNDER KARNATAKA STATE ACT NO.42 OF 2013)

City Office : G.H.S. Road, MANGALURU - 575 001. Karnataka State, INDIA.

Phone No.:0824-2425966, 2444891, Fax : 0824 - 2442766

E-mail:info@srinivasgroup.com website:www.srinivasuniversity.edu.in

MEMORANDUM OF UNDERSTANDING (MOU) between Srinivas University, Mukka, Mangalore (Party A) and Government First Grade College for Women, Balmatta, Mangaluru. (Party B).

Parties to MOU:

This is an agreement between Srinivas University, Mukka, Mangalore and Milagres College, Mangaluru.

The Memorandum of Understanding (MoU) is entered into on the 29th day of January, 2020 is valid from 29.01.2020 to 28.01.2022, by and between Srinivas University, Mukka, Mangalore and Government First Grade College for Women, Balmatta, Mangaluru.

Areas of Collaboration:

Srinivas University, Mukka, Mangaluru and Government First Grade College for Women, Balmatta, Mangaluru agree to collaborate in the following areas :

1. To facilitate participation in national and international research conferences and publications in peer reviewed journals.
2. To give preference in enrollment to research courses and doctoral programs of Srinivas University.
3. To offer student development programmes on knowledge enhancement, professional skill and soft skills development.
4. Participation opportunities for talent enhancement areas, cultural and co-curricular and extra-curricular programmes.
5. To facilitate faculty development through faculty development programmes, guest lectures and resource persons exchange initiatives.
6. For provision of preference in admission to our courses and scholarships on merit cum means basis
7. To collaborate for counselling of students and faculty through trained counsellors in association with M.Sc. (Psychology and Counselling Department).

TERMS OF COLLABORATION AND UNDERSTANDING

Srinivas University, Mukka, Mangalore (Party A) and Government First Grade College for Women, Balmatta, Mangaluru (Party B) will have an understanding to cooperate on the areas of collaboration mentioned here above.

TERMS OF COLLABORATION AND UNDERSTANDING

Srinivas University, Mukka, Mangalore (Party A) and Government First Grade College for Women, Balmatta, Mangalore (Party B) will have an understanding to cooperate on the areas of collaboration mentioned here above.

RELATIONSHIP OF THE PARTIES

For the purposes of the MoU, both the parties are independent constituents. Neither this MoU nor any activities described herein shall be deemed to creating a partnership, joint venture, franchisee, agency or any other obligation. Neither party is authorized in any manner to make any endorsement or to bind the other party.

TERMINATION

Either Party may terminate this MoU by giving a 90 days' notice in advance to the other party. On termination each Party shall return to the other party all such confidential and proprietary information, documents and reference materials and copies thereof the other party in its possession.

This MoU can be extended or terminated by mutual consent of the parties in writing.

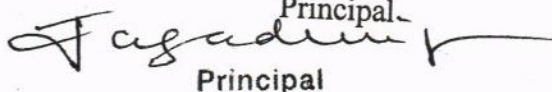
ENTIRE AGREEMENT

This MoU, along with schedules and exhibits, if any, attached hereto, sets forth the entire agreement between the parties. No modification or amendments to this MoU shall be binding upon the parties, unless made in writing and duly executed by authorized official of both the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this MoU to be duly executed by a duly authorized representative of such party as of the date first above written.

For Government First Grade
College for Women, Balmatta, Mangalore

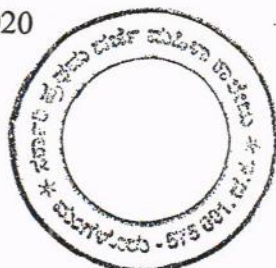
Name & Designation: Dr. Jagadisha Bala
Principal



Principal


Signature: GOVT. FIRST GRADE COLLEGE FOR WOMEN,
MANGALORE-575001, D.K.

Date & Time : 29-01-2020



For Srinivas University

Name & Designation: DR. P.S. AITHA
VICE CHANCELLOR

Signature: 

Date & Time : 29/01/2020

RELATIONSHIP OF THE PARTIES

For the purposes of the MoU, both the parties are independent constituents. Neither this MoU nor any activities described herein shall be deemed to creating a partnership, joint venture, franchisee, agency or any other obligation. Neither party is authorized in any manner to make any endorsement or to bind the other party.

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For Dr. P. Dayananda Pai P. Satish Pai
Government First Grade College


Mr. Rajshekar Hebbar.C
Principal


Signature: DR.P.DAYANANDA PAI-P. SATHISHA PAI
GOVERNMENT FIRST GRADE COLLEGE MANGALOR
CARSTREET MANGALURU 575 00'
Date & Time :



For Srinivas University
Dr. P. S. Aithal
Vice-Chancellor




Signature:

Date & Time : 28/02/2020
4.00 PM



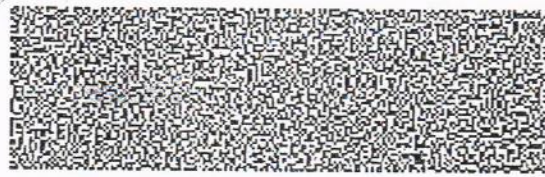
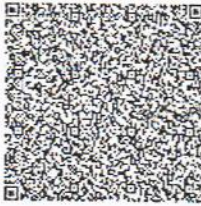
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA32498920244190S
Certificate Issued Date : 18-Mar-2020 12:51 PM
Account Reference : NONACC (FI)/ kacrsfl08/ MANGALORE9/ KA-DK
Unique Doc. Reference : SUBIN-KAKACRSFL0872965048580203S
Purchased by : GREATER KNACK PROFESSIONAL REVIEW R
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : SRINIVAS UNIVERSITY MANGALORE
Second Party : GREATER KNACK PROFESSIONAL REVIEW R
Stamp Duty Paid By : GREATER KNACK PROFESSIONAL REVIEW R
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

This Agreement is made this 18th of March 2020 by and between GreaterKnack Professional Review, Sanmeer Building, #107 Ground Floor, Goods Shed Road, Mangalore, Karnataka—575001 (hereinafter "Provider"), AND the Srinivas University, City Campus, Pandeshwar, Mangalore 575001, collectively "the Parties"

Sanjay Singh

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcllestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ANANDHI MULTIPURPOSE CO. Ph: 428597 Capital Avenue Bldg. Opp: STATE B.A. MANGALURU-1

WITNESSETH

WHEREAS, Provider (GreaterKnack Professional Review) is a USA CMA Program facilitator that provides training of Indian and International Professional Certificates.

WHEREAS, Srinivas University, offering practical education through its interrelated programs of instruction, research and professional service.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Provider to offer USA CMA Program at Srinivas University.

Provider will facilitate Integrated USA CMA Program, more fully described hereto and incorporated herein, in accordance with the needs of institution. The USA CMA Program will be offered to the students of following discipline: UGs & PGs -- Commerce and Management Studies.

2. Services provided by Provider. In providing the USA CMA Program to the Srinivas University, Provider will deliver the following services under the following conditions:

2.1 Instructor. Provider's empaneled instructor, member of IMA & AICPA USA, ICA & ICWA of India from industries will train the students.

2.2 Non-discrimination. Provider does not unlawfully discriminate against any person because of sex, race, disability, national origin, religion or creed.

2.3 Marketing & Promotion. Provider will market and promote the USA CMA Program.

2.4 Student Privacy. Provider will comply with all applicable policy of Institution.

2.5 Course Materials. Provider will use current up to date Course Materials of international reputation for USA CMA program globally.

3. Services Provided by Srinivas University.

3.1 Classroom, Equipment & Technology. College will grant Provider access to, and use of, a classroom equipped with projector.

3.2 College Promotion of Course. The college will promote the USA CMA Program to the students in the manner that the college generally promote its courses with the help of provider.

3.3 Registration. The College will register all students through the college registration process. College could take help of Provider for the registration.

3.4 Instructor as Employee. Instructors will be employee of Provider or freelancer instructor of the USA CMA Program. However, Provider will ensure that Instructors abide by College policies regarding conduct.

Sanjay Singh

4. Fees.

Sl. no.	Descriptions	No. of Students	Price	Taxes	
	*GK Tuition + Studies material		34977 + *33000	12235	
	Partner Institutions (Srinivas University)	No. of students > 40	35,000 +35,000	N.A.	N.A.
	IMA Fee 849 US\$		30—40% off Partner		

Sl. no. 1 & 2. *GK Tuition + Studies material ~ 34,977 + *33,000 + Taxes 12235 Total 80,212 Standard Fee Structure.

Details. (Partner institute agreed fee structure 2020-21)

*GreaterKnack Professional Review Tuition & Study material Fee~ Rs. 35,000 (inclusive tax provision), which includes

- 350+50 hrs. of training and doubt clearing sessions till student clear the 2-part exams.
- Mock-Tests, CMA Online stimulation Tests.
- All administrative support to the students for IMA registration guideline and exams window follows up.
- Prepare qualified students for job interviews to ensure to get the job and assist non qualifier to get the job.

Studies material *35,000

- Includes the entire study material, question bank, software for practice.
- Includes other question bank access and printed materials.

* Srinivas University and GreaterKnack Professional Review Fee sharing Structure

A) Integrated program (All fees are collected by Maps College)

*All fees are collected by Srinivas University i.e. Srinivas University's 3- or 2-year commerce & management studies program along with Integrated USA CMA Program.

Academic year 2020-21- & 3-year UG program

Provider will collect Tuition & Study material fees Rs.70,000/- (seventy thousand) in three (3) installments which are likely Rs.30,000/- (thirty thousand only) before the beginning of 1st semester, Rs. 20,000/- (twenty thousand only) before the beginning of 3rd Semester and Rs. 20,000/- (twenty thousand only) before the beginning of 5th Semester from Srinivas University.

Academic year 2020-21- & 2-year PG program

Provider will collect Tuition & Study material fees Rs.70,000/- (seventy thousand) in two (2) installments which are likely Rs.35,000/- (thirty-five thousand only) before the beginning of 1st semester and Rs. 35,000/- (thirty-five thousand only) before the beginning of 3rd Semester.

**Note: Reference are given in annexure.

Note:
Srinivas University would provide "Provider" space, tools and resources "As and When" for the "Institutional Operation" as per the convenience.

Sl. no. 3. *IMA Fee 849 US \$ and 30—40% off to the students of Partner Colleges.

a) Once the student ready for CMA Exams, he/she will pay IMA's fee directly to IMA which is 849 US \$.

b) 5—10 students, selected by Provider will get complete waiver of IMA's fee under CMA Scholarship Program.

c) Non-Scholarship students will get 30—40% discount on IMA's fees under partner institution category.

d) Waiver of IMA's fee for academics of partner college joining USA CMA Program will be on IMA's discretion.

4.1 In exchange for running the USA CMA Program prep classes and Course Materials, and providing the Services under this Agreement, Srinivas University will pay to Provider the tuition fees and Course Material per student, as described in 4 and in annexure attached hereto and incorporated herein ("Service Fee").

4.2 Invoicing and Payment Terms. The College will forward to Provider the Service Fee due with itemized statement outlining how they have been derived, i.e. Tuition Fees, Materials Fees, etc., after the final date, including 1 installment, paid before 1st month of I- semester, III-semester and V-semester of 3 year UG program and 1st month of I-semester and III-semester of 2-year PG program.

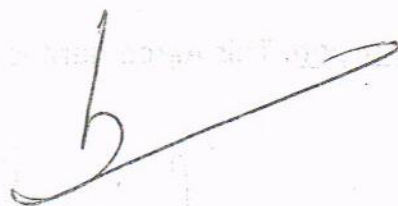
4.3 Refunds Terms. Provider maintains a "no refund policy" after the finalization of class schedule and Course Material Distribution, which fact the College shall convey to all of its students enrolled in the program.

4.4 No Resale of Course Materials. Provider will provide Course Material exclusively. Neither copying or resale of any part of Course Materials are allowed.

5. Intellectual Property. All property created and/or delivered by Provider shall remain the exclusive property of Provider, including, but not limited to, all patents, trademarks and copyrights in the Course Materials, program structure and course, the College shall not have the right to transfer any intellectual property belonging to Provider.

6. Non-solicitation. The Parties agree not to solicit each other's employees, contractors, or instructors to teach or offer courses that are competing courses with the other's courses.

Sanjay Singh



7. Representations of Parties. The parties represent as follows:

7.1 No Guarantee of Technical Competence. The USA CMA Program will prepare student for passing any applicable competency or licensing exam. However, Provider does not guarantee a student's technical competence as a result of taking the Course, or that the student will pass a professional competency or licensing examination.

7.2 Performance Violates No Law or Agreements. As far as the Parties are aware, the execution and performance of this Agreement does not contravene any law, governmental rule or regulation, or any provision of any other agreement to which Provider and College(s) are a party.

8. Services Agreement Term. This Agreement shall commence on the date it is entered into (above), with the Course(s) beginning during the immediate semester following the commencement date.

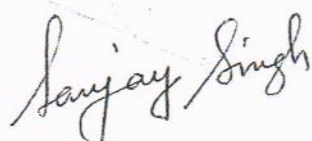
8.1. Three-Year Term. The term of this Agreement is three/two (3 or 2) years. If the term ends in prior to the end of the Course, the term will expire upon completion of the current Course.

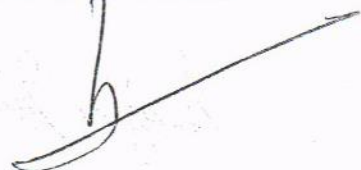
8.2. Auto-Renewal. This agreement shall automatically renew for an additional three (3) year term unless terminated in writing by either party at least thirty (30) days prior to the expiration date of the initial term.

9. Termination. In the event that either party defaults under this Agreement, the non-defaulting party may send written notice to the defaulting party of said default. If the defaulting party fails to correct said default within thirty (30) days of receipt of written notice, then the non-defaulting party may terminate this Agreement and shall be entitled to seek any remedy available at law or in equity. In addition to the foregoing, this Agreement may be terminated upon mutual consent of Provider and the College. Any Termination will go into effect upon completion of the then-currently running Course.

12. Notices. Any notice, request, consent or other communication permitted or required to be given in writing under this Agreement will be signed by an authorized representative of the party providing the communication and may be sent via electronic mail, or regular Indian Postal Mail.

13. Execution. This Agreement is effective as of the date first written above.





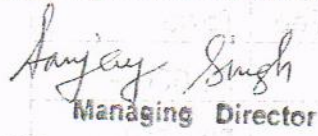
Srinivas University, Mangalore



CA A. Raghavendra Rao, Chancellor

Date

GreaterKnack Professional Review
GreaterKnack Professional Review Pvt. Ltd.


Managing Director

SANJAY SINGH, Managing Director

Date

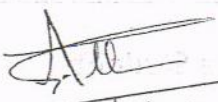


SUJAY KUMAR, Executive Director-Operations

Date

18/03/2020

Witness:

1. Anil Kumar 
Registrar
Srinivas University.
18/03/2020

2.



Annexure:

USA CMA Integrated B.com/BBA Program for Karnataka Students

Year	Srinivas University Fee	GreaterKnack Professional Fee	Total
1 st Year	30,000/-	30,000/-	60,000/-
2 nd Year	20,000/-	20,000/-	40,000/-
3 rd Year	20,000/-	20,000/-	40,000/-

USA CMA Integrated B.com/BBA Program for Non-Karnataka Students

Year	Srinivas University Fee	GreaterKnack Professional Fee	Total
1 st Year	48,000/-	30,000/-	78,000/-
2 nd Year	30,500/-	20,000/-	50,500/-
3 rd Year	30,500/-	20,000/-	50,500/-

USA CMA Integrated M. Com Program for Karnataka Students

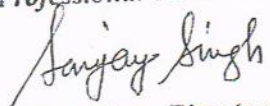
Year	Srinivas University Fee	GreaterKnack Professional Fee	Total
1 st Year	50,000/-	35,000/-	85,000/-
2 nd Year	40,500/-	35,000/-	75,500/-

USA CMA Integrated M. Com Program for Non-Karnataka Students

Year	Srinivas University Fee	GreaterKnack Professional Fee	Total
1 st Year	58,000/-	35,000/-	93,000/-
2 nd Year	50,500/-	35,000/-	85,500/-

Note: Agreed fee structure are applicable for academic year of 2020-21 could be reviewed at the beginning of every academic year.

GreaterKnack Professional Review® Pvt.Ltd.


Managing Director

This Memorandum of Understanding

made on the 7th day of March in the year 2020

between

Srinivas University, Mukka Mangalore, a university established under the Karnataka Act No. 42, located at Srinivasnagar, Mukka, Mangalore 574146 KARNATAKA INDIA (hereinafter referred to as 'SRINIVAS UNIVERSITY'), which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators and assigns, on the First Part

and

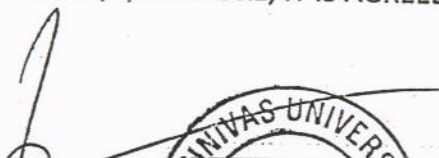

Mahatma Gandhi National Council of Rural Education, Department of Higher Education, Ministry of Human Resource Development, Government of India and having its registered office at ShakkarBhavan, FatehMaidan Road, Basheerbagh, Hyderabad(hereinafter referred to as MGNCRE), which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, on the Second Part, witnesses as follows.

WHEREAS MGNCRE is interested in entering into Memorandum of Understanding (MoU) with well-established academic and Research and Development set upto explore, extend and strengthen mutual relationship for promotion of professional education in rural management by sharing the facilities and expertise available with each of them,

and

WHEREAS SRINIVAS UNIVERSITY is interested in offering professional academic programmes in rural management both at the undergraduate and the post-graduate level for promotion of rural development and capacity building,

NOW, THEREFORE, IT IS AGREED TO BETWEEN THE PARTIES ABOVE NAMED AS FOLLOWS.

 *Amitashai VIT* 

1. Rights and responsibilities of MGNCRE

- (a) Providing the course curriculum developed by the institute to Srinivas University;
- (b) Providing the online course content to the students and faculty members of SRINIVAS UNIVERISTY;
- (c) Allowing the students of SRINIVAS UNIVERISTY to participate in workshops and the faculty members of SRINIVAS UNIVERISTY to participate in Faculty Development Programmes (FDPs) organised by MGNCRE;
- (d) Providing the opportunities of industry-academic meet to the students and faculty members of SRINIVAS UNIVERISTY;
- (e) Helping SRINIVAS UNIVERISTY in arranging field study, summer internship and final placement for their rural management students; and
- (f) Displaying this MoU and the Logo of SRINIVAS UNIVERISTY on the MGNCRE website.

2. MGNCRE agrees that all the above services will be provided to SRINIVAS UNIVERISTY free of charges.

3. Rights and responsibilities of SRINIVAS UNIVERISTY

- (a) Introducing rural management programmes/courses at the Bachelor's and Master's level in the university;
- (b) Promoting the programmes/courses;
- (c) Utilizing the course content and curriculum developed by MGNCRE;
- (d) Participating in workshops and FDPs organized by the MGNCRE free of cost; and
- (g) Displaying this MoU and the Logo of MGNCRE on the SRINIVAS UNIVERISTY website, advertisements and other campaign/publicity material.

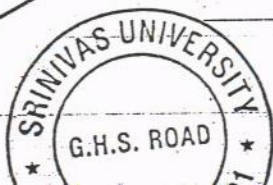
4. Both the Parties seek to enhance relations and recognise the benefits to be derived from increased mutual collaboration, cooperation and interaction for further promotion.



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5. On behalf of the First Party, Dr. Shailashree V. T., Dean, College of Commerce and Management Srinivas University will be the point of contact for further correspondence and coordination.
6. On behalf of the Second Party, Mr. ChethanBabu Chittalkar, Director, Rural Management Programme will be the point of contact for further correspondence and coordination.
7. This Memorandum of Understanding shall enter into force only solely on the basis of goodwill only and shall never be not be legally bound nor financially binded.
8. The MoU is valid for a period of five years from the date of execution and may be renewed for any other period as shall be mutually agreed to between the parties.
9. If either Party does not wish to continue this MoU, then such Party shall provide the other Party of its intention to terminate this MoU by giving 3 (three) months' notice in writing. However, both the parties agree that for consistency of the MoU, the activities implemented before the termination of the Understanding shall be completed even after termination of the MoU.

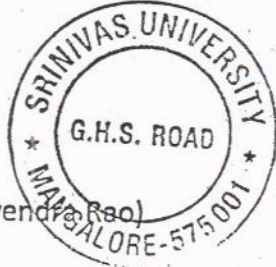
IN WITNESS WHEREOF both the parties have subscribed their respective hands and seals on the date first above written.



Signed, sealed and delivered in the presence of witnesses

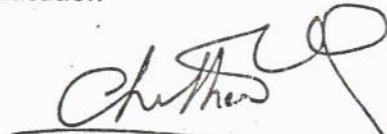
For Srinivas Univeristy, Mukka Mangalore

For Mahatma Gandhi National Council of Rural
Education



(Shri CA A. Raghavendra Rao)

Honourable Chancellor, Srinivas Univeristy,
Mukka Mangalore

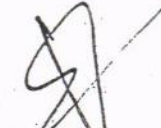


(Mr. Chethan Babu Chittalkar)

Director, Rural Management Programme



WITNESS



WITNESS

MILAGRES COLLEGE

Unit of Catholic Board of Education, Mangaluru

Affiliated to Mangalore University & Recognized by UGC, MHRD, Govt. of India under Section 2(f),

Certified Christian Minority Institutions

Hampankatta, Mangaluru - 575001, D. K. District.

E-mail: milagrescollege@yahoo.com

Web: milagrescollege.edu.in

Tel: 0824 - 2423822/ 9980425382

Accredited by NAAC with B++ Grade

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Srinivas University, Mukka, Mangalore (Party A) and

Milagres College, Mangaluru. (Party B).

Parties to MOU:

This is an agreement between Srinivas University, Mukka, Mangalore and Milagres College, Mangaluru.

The Memorandum of Understanding (MOU) is entered into on the 16th day of January 2020 and is valid from 21.01.2020 to 20.01.2022 by and between Srinivas University, Mukka, Mangalore and Milagres College having its premises at Milagres Cross Road, Mangaluru.

Areas of Collaboration:

Srinivas University, Mukka, Mangaluru and Milagres College agree to collaborate in the following areas :

1. To facilitate participation in national and international research conferences and publications in peer reviewed journals.
2. To give preference in enrollment to research courses and doctoral programs of Srinivas University.
3. To offer student development programmes on knowledge enhancement, professional skill and soft skills development.
4. Participation opportunities for talent enhancement areas, cultural and co-curricular and extra-curricular programmes.
5. To facilitate faculty development through faculty development programmes, guest lectures and resource persons exchange initiatives.
6. For provision of preference in admission to our courses and scholarships on merit cum means basis
7. To collaborate for counselling of students and faculty through trained counsellors in association with M.Sc. (Psychology and Counselling Department).

TERMS OF COLLABORATION AND UNDERSTANDING

Srinivas University, Mukka, Mangalore (Party A) and Milgres College (Party B) will have an understanding to cooperate on the areas of collaboration mentioned here above.

RELATIONSHIP OF THE PARTIES

For the purposes of the MoU, both the parties are independent constituents. Neither this MoU nor any activities described herein shall be deemed to creating a partnership, joint venture, franchisee, agency or any other obligation. Neither party is authorized in any manner to make any endorsement or to bind the other party.

TERMINATION

Either Party may terminate this MoU by giving a 90 days' notice in advance to the other party. On termination each Party shall return to the other party all such confidential and proprietary information, documents and reference materials and copies thereof the other party in its possession.

This MoU can be extended or terminated by mutual consent of the parties in writing.

ENTIRE AGREEMENT

This MoU, along with schedules and exhibits, if any, attached hereto, sets forth the entire agreement between the parties. No modification or amendments to this MoU shall be binding upon the parties, unless made in writing and duly executed by authorized official of both the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this MoU to be duly executed by a duly authorized representative of such party as of the date first above written.

For Milagres College

Name & Designation

Signature:

Date & Time : 16.01.2020

M. J.
Principal

MILAGRES COLLEGE
Hampankatta
MANGALURU - 575 001



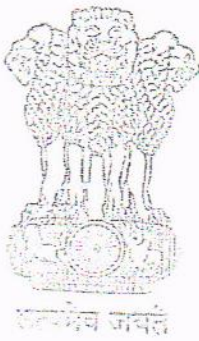
For Srinivas University

Name & Designation:

Signature:

Date & Time : 16/01/2020





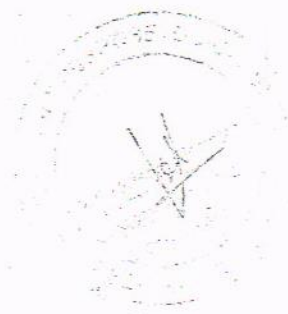
INDIA NON JUDICIAL

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Government of Karnataka

e-Stamp

Certificate No. : IN-KA11982578815238R
 Certificate issued Date : 05-Oct-2019 02:39 PM
 Account Reference : NONACC (FI)/ kaocrf108/ HAMPANKATTA/ KA-DK
 Unique Doc. Reference : SUBIN-KAKACRSFL0844411751994643R
 Purchased by : SRINIVAS UNIVERSITY
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SRINIVAS UNIVERSITY
 Second Party : NEW ZEALAND AVIATION AOTEAROA LTD AND M H COCKPIT
 Stamp Duty Paid By : SRINIVAS UNIVERSITY
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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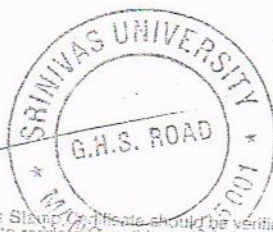
MEMORANDUM OF UNDERSTANDING (MoU)

BY & BETWEEN

Srinivas University, Srinivas Nagar, near NITK, Mukka, Mangalore,

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shloestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders the certificate void.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

KARNATAKA GOVERNMENT OF INFORMATION TECHNOLOGY, BANGALORE. TEL: 080-22993000. WWW.KARNATAKA.GOV.IN

-2-

Surathkal, Karnataka 574146

and

New Zealand Aviation- Aotearoa Limited (NZAA),
457, Corsair lane, Ardmore airport, Papakura, NZ
182 Wiroa Road, Kerikeri airport, Bay of Islands, New Zealand

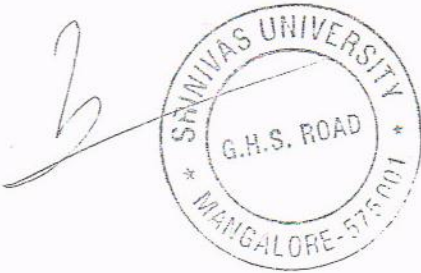
and

MH cockpit, #927, Olympia Tech Park,
Plot no.1, SIDCO Industrial estate, Guindy, Chennai- 600032

FOR

JOINT DELIVERY OF Various Programs related to Aviation Studies

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U.A. dmy

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 05.day of...October. 2019 (Two Thousand and Nineteen), by and between

Srinivas University, Mangalore, Karnataka represented herein by its Chancellor Sri. CA A. Raghavendra Rao (hereinafter referred to as 'First Party', which expression, unless excluded by or repugnant to the subject or context shall include its successors -in-office, administrators and assigns).

AND

New Zealand Aviation Aotearoa Limited (NZAA), represented herein by its CEO – Mr. Robert Willoughby, (hereinafter referred to as 'Second Party', which expression, unless excluded by or repugnant to the subject or context shall include its successors- in-office, administrators and assigns).

AND

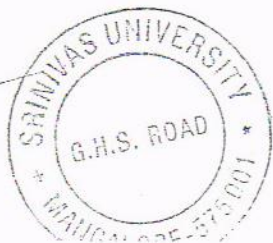
MH cockpit, Chennai, represented herein by its Director – Mr. Ahamed Subair, (hereinafter referred to as 'Third Party', which expression, unless excluded by or repugnant to the subject or context shall include its successors -in-office, administrators and assigns).

The First Party, Second Party and Third party are hereinafter jointly referred to as 'Parties' and individually as 'Party'

WHEREAS:

- A) The First Party, namely –Srinivas University, is a private university established under the Karnataka State Act, and is involved in imparting various courses in Higher education including Engineering, Pharmaceutical sciences, Arts & Science and Medicine in the Srinivasa Group.
- B) The Second Party, namely New Zealand Aviation Aotearoa Limited (NZAA), is approved by New Zealand Qualifications Authority (under the Ministry of Education) to provide Civil Aviation Authority of New Zealand licensed pilot training programmes and other aviation courses.
- C) The Third Party, namely - MH cockpit Pilot training & Aviation Training is a registered training academy engaged in provision of end-to-end aviation training, and also represents New Zealand Aviation- Aotearoa in the Indian sub-continent

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- D) All parties believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- E) The Parties intend to co-operate and focus their efforts on co-operation within the area of Skill Based Training, Education and Research.
- F) All Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

1.1 All Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 All Parties co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of the Second and Third Parties by the first party, providing significant inputs in developing suitable teaching / training systems, keeping in mind the needs of the industry.

1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall co-operate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

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CLAUSE 2 : SCOPE OF THE MOU

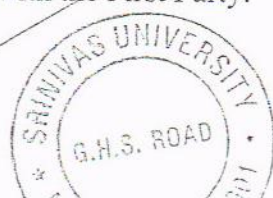
2.1 Courses: The parties have mutually agreed to jointly collaborate in introducing new certificate or Diploma courses of study under Pilot training, Cabin crew training, AME Exchange program/ Indian DGCA, LAME (EASA), B.Sc Aeronautical Science, and initiate Aero Clubs for school students to motivate and develop aviation skills in the minds of young aspirants

2.1.1 This venture provides with an opportunity to gain an insight into all aspects of aviation including Flying, Engineering, and Airport and flight operations management and Cabin crew together with providing a solid foundation in future generation of aeronautical studies.

2.2 Curriculum Design and Training: The Second and Third parties will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.2.1 Training for the mentioned programme will be delivered in full time which is designed for students who have a burning aspiration to be successful leaders in the aviation industry. It has been designed in line with international standards and aims to provide high quality education with strong focus on the aviation industry. The curriculum is designed by industry experts and with their vast knowledge and experience and it is designed to integrate core technical knowledge with more specialized in focusing flying, engineering, legal, operations and management part of an aviation industry that meets the expectations of an employer.

2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.



2.4 Skill Development Programs: The Third Party will train the students of the First Party on the emerging technologies in order to bridge the skill gap and make them industry ready in all locally run programs.

2.5 Guest Lectures: The Third Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.

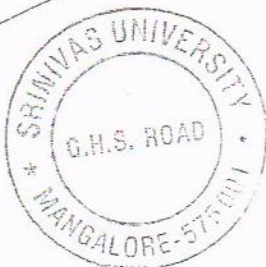
2.6 Faculty Development Programs: The Third Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available. As part of the agreement the first and third party would individually handle their expertise based subjects under the said course.

2.7 Placement of Trained Students: The Third Party will actively engage to help in the delivery and in the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 75% - 85% of the students.

2.8 Approvals and Consents: The First and Third Parties to obtain all internal approvals, consents, permissions, and license of whatsoever nature required for offering/modifying the said course module in India. Whereas, the third party will be responsible for the approval from regulatory bodies like DGCA, the first party will be responsible for all approvals from the affiliating university to run the courses.

2.9 Marketing of the course: The third party will market the courses to obtain at least the minimum number of candidates to run the courses. The first party shall provide support in sharing their student data and also permit the third party to conduct seminars to its students. All the courses mentioned in Annexure I of this MoU shall be included in the advertisements released by the first party and may also be listed in the website of the first party.

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CLAUSE 3 : INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 : VALIDITY & TERMINATION

4.1 This Agreement will be valid for a period of 36 months from the date of signing of this agreement and may be renewed for a similar term on mutual agreement. Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of termination, both parties agree to discharge their obligations under this MoU.

CLAUSE 5 : FACULTY PROVISION

5.1 All Parties have jointly agreed to work on a mutual basis in providing trained, well-experienced faculty in their respective areas of expertise. Both entities shall strive to deliver the best level of training for the students enrolled under the program.

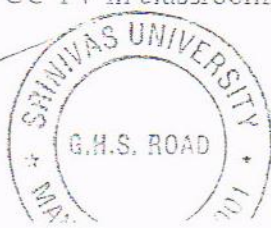
CLAUSE 6 : FACULTY REMUNERATION

6.1 All Parties shall take individual responsibility in remitting the agreed monthly remuneration for their respective faculty members as per their internal pay scale structure.

CLAUSE 7 : FACILITIES & REQUIREMENTS

7.1 As part of this collaboration, the Second Party will deliver the aforementioned course program in this agreement in the premises of the First Party. The Second and Third Parties together shall require the following facilities as mentioned below :

- a. Fully equipped smart class rooms
- b. White boards & flip charts with markers
- c. LCD projectors
- d. CC TV in classrooms



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- e. Flight Simulator Room for fixed base flight simulator console
- f. Lab Facilities As per Regulatory body Standards

CLAUSE 8 : COURSE FEE REMITTANCE

8.1 As all the parties have collaborated under this MoU to jointly impart the aforementioned training, the First Party shall collect the agreed fee from the student and settle the course tuition fee per student to the second party in the ratio of 50% prior to the commencement of the classes for the academic year / session and 50% within 30 days thereof.

CLAUSE 9: COURSE FEE AND SHARE OF FEE

- 9.1 The course fee for the various courses as agreed between the first and Third party shall be a part of the Annexure I of this MoU.
- 9.2 The share of the fee shall be as mutually agreed and will also be a part of the Annexure I mentioned above.
- 9.3 The Second and third parties agree to share the fee on the basis of a mutual agreement (not a part of this MoU) and the First party will not be a party to it or any dispute that may arise between the parties on account of any disagreement.

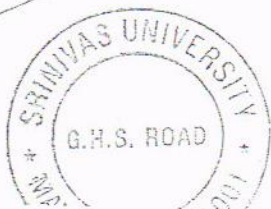
CLAUSE 10 : RELATIONSHIP BETWEEN THE PARTIES

10.1 It is expressly agreed that the parties to this MoU act as joint collaborators, and the relationship established under this MoU shall be construed as a partnership. Each Party is authorized to use the other Party's name for their marketing & co-branding purpose, to make any representations in education exhibition platforms, marketing collaterals, etc. until the validity of this agreement.

CLAUSE 11: ARBITRATION

11.1 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of

Chennai.



A handwritten signature in black ink, appearing to be "V. S. S. S. S." or similar, written in a cursive style.

The parties hereto agree to sign this MoU on the date first mentioned.

For **SRINIVAS UNIVERSITY**
Chancellor/Pro-Chancellor

For NZAA


For MH COCKPIT

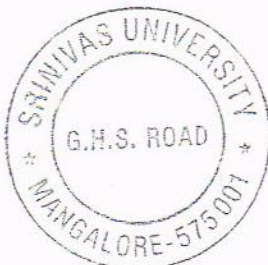
Sri. CA. A. Raghavendra Rao
CHANCELLOR


Mr. Robert Willoughby
CEO

Mr. Ahamed Subair
DIRECTOR

Name of the Institution	Name of the Institution	Name of the Institution
SRINIVAS UNIVERSITY	NEW ZEALAND AVIATION AOTEAROA LIMITED (NZAA)	MH COCKPIT
Address	Address	Address
Mulka, Mangalore, Karnataka State, India	457, Corsair lane, Ardmore airport, Papakura, New Zealand 182, Wiroa Road, Kerikeri airport. Bay of Islands, New Zealand	#927, Olympia Tech Park, Plot no.1, SIDCO Industrial Estate, Guindy, Chennai- 600032
Contact Detail	Contact Detail	Contact Detail
Registrar : Dr. Anil Kumar 0824-2425966 Mob : 9448389651	0064 0800 102 213 0064 09 280 3124	Mob: 93846 64268
E-mail	E-mail	E-mail
registrar@srinivasuniversity.edu.in	robert@nzaa.govt.nz robert.willoughby@fndc.govt.nz	ceo@mhcockpit.com
Website	Website	Website
www.srinivasuniversity.edu.in	www.nzaa.net.nz	www.mhcockpit.com

Witness 1: 
Name: Dr. P. S. Aithal



Witness 2: 
Name: Anon Kumar

Agreement between
Srinivas University, Srinivas Nagara, Mangalore-574146
And

Pragathi Educational Foundation, Polya, Kabaka, Puttur-574220

THIS AGREEMENT is executed at Mangalore on this 13th day of February 2020("Execution Date")

BETWEEN

Srinivas University, Mangalore state private university of Karnataka with its campus at Srinivas Nagar, Mangalore, Karnataka 574146 (hereinafter referred to as the "Srinivas University", which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its permitted assigns and administrators) of the **ONE PART**;

AND

Pragathi Educational Foundation (R) Puttur, having its office at Polya, Kabaka, Puttur- 574220 which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors and assigns) of the **OTHER PART**.

Srinivas University, Mangalore and Pragathi Educational Foundation shall hereinafter individually be referred to as a "**Party**" and collectively as "**Parties**"

WHEREAS

SRINIVAS UNIVERSITY is engaged in providing education services and is empowered to grant degree specified under Section 22 of UGC and Pragathi Educational Foundation is engaged in facilitating training of students.

The Parties are desirous of entering into an engagement whereby Srinivas University would admit students to the following programmes in the premises rented from Pragathi Educational Foundation. Namely,

- i. B.Com.
- ii. BBA
- iii. BCA
- iv. BBA-Logistics and Supply chain Management

NOW THEREFORE, IN THE LIGHT OF THE ABOVE, AND IN CONSIDERATION OF MUTUAL COVENANTS EXCHANGED HEREIN AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO/HEREBY AGREE AS FOLLOWS:

1. OBJECTIVE AND SCOPE OF THE AGREEMENT

The objective of this Agreement is to clearly mention the roles and responsibilities of both the Parties and terms and conditions with respect to the programmes offered by Srinivas University.

2. OFFERING AND PROGRAM

Srinivas University will offer the above mentioned programmes at the Srinivas Campus, Puttur. Candidates registering for the Program/s shall be referred as "Students".

ROLES & RESPONSIBILITIES OF BOTH PARTIES:

2.1. Srinivas University shall be responsible for:

- a. Conduct of the programmes per the University regulations.
- b. Conduct examination at the end of the semester and announce results
- c. Award degrees to candidates who have completed the course
- d. Counseling support for placement

2.2. Pragathi Education Foundation shall be responsible for:

- a. Shall be solely responsible for acquisition of the Students at its own cost.
- b. Promote the Programs of the University in the education fraternity
- c. The foundation will be responsible for collection of fees from the Students and depositing in the specified University accounts.
- d. The tuition fees collected will be shared in the ratio of 85:15 in favour of the foundation as reimbursement for rent and other facilities.
- e. The staff whose salary will be disbursed by the University through its bank accounts.

3. INVOICING AND PAYMENTS

- a. The foundation shall collect the prescribed fee from each Student registered for the Program and issue the University receipts to the concerned Students.
- b. The foundation will deposit all such sums collected as Fee in the accounts of the University
- c. All University fees like will be payable to the University.

4. CONFIDENTIALITY AND IP

- a. At all times during the course of this Agreement and at all times thereafter, all the Confidential Information of Srinivas University shall solely vest in the University and at no point foundation will create the ownership on the same.
- b. "Confidential Information" is defined as all information and materials (in whatever form or media) provided to the foundation by or on behalf of Srinivas University.
- c. The Parties will use reasonable efforts to cause its respective agents, employees, and representatives to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party.
- d. Each Party shall maintain all of the other Party's Confidential Information in strict confidence and in a secure environment and shall protect such information with the same degree of care that such Party exercises with its own Confidential Information, but in no event less than a reasonable degree of care. Except as provided in this Agreement, a Party shall not use or disclose any Confidential Information of the other Party without the expressing prior written consent of such Party.

5. USE OF PROPRIETARY MATERIALS/ BRAND

- a. All training, which comes under the purview of this Agreement, will be coming from SRINIVAS UNIVERSITY. The foundation or any of its associates will not use any proprietary material, including copyright, logo, publicity materials and brand in any form except as specifically permitted under this Agreement, without the prior written approval of Srinivas University.

6. Spirit OF COLLABORATION AND NON-COMPETITION

The spirit of the collaboration would be that of association for the Program between the Parties. Both Parties agree that due to the underlying affiliation, the Parties hereby agree that during the subsistence this Agreement, the foundation shall gain access to the Confidential Information of Srinivas University thus it is agreed upon by both Parties that till the arrangement under this Agreement stands valid, the foundation shall not run any other course similar to the Program in its campus.


7. Term and TERMINATION OF THE AGREEMENT:

- a. The term of this Agreement will be for a period of **Three (3)** years from the date of execution of the Agreement, which may be extended in writing on mutual agreement.
- b. Termination for convenience: Either Party can terminate this Agreement for convenience, by giving at least three (3) months prior written termination notice to the other Party at the end of the year.
- c. Termination for cause: In case of any material breach of the terms of this Agreement, the aggrieved Party may terminate this Agreement by a prior written termination notice of 30 (thirty) days. If the other Party does not cure the breach within aforementioned period of 30 (thirty) days of receiving a written notice specifying the breach from the aggrieved Party, then the Agreement shall stand terminated at the close of the 30th day from the date of receipt of notice from the aggrieved Party.
- d. Notwithstanding anything contained in this Agreement, the Parties hereto agree to act in good faith and to fully cooperate to provide an orderly completion of ongoing batches of the Program for such time after termination as may be required by subsisting obligations under contracts/subcontracts and respective commitment to Students who have been registered on or prior to such termination.

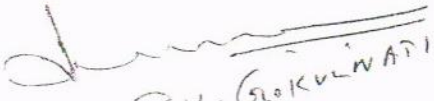
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives as of the date first written above.

Authorized Signatory

For Srinivas University


Anil Kumar
REGISTRAR
SRINIVAS UNIVERSITY
MANGALORE

For Pragathi Education Foundation


P.V. GOKULNATH

PEARSON UNDERGRADUATE ENTRANCE EXAM
Institution Recognition Form

Please complete using **BLOCK CAPITALS** for each recognizing program within your institution.

Fields marked * are mandatory

* Institution ("Institution")	SRINIVAS UNIVERSITY
* Authorizing Contact	Dr. ANIL KUMAR
* Designation	Registrar
* Email	registrar@srinivasuniveristy.edu.in registrar.srinivasuniversity.edu.in
* Telephone (Incl. area code)	0824 2477866
* Institutional Web Address	www.srinivasuniversity.edu.in
* Institution/Organization Address (including CITY, STATE, PINCODE, COUNTRY)	SRINIVAS UNIVERSITY SRINIVAS NAGAR MUKKA MANGALORE - 574 146. D.K. KARNATAKA, INDIA.

* Program Address (if different)

Address1 - As above -

Address2 City - As above -

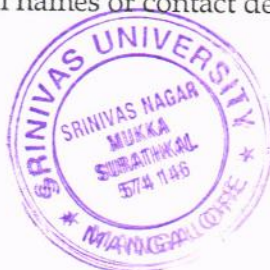
State/Province/County - As above -

Post Code/Zip Code - As above -


To become a recognizing institution please complete your details

Fields marked * are mandatory.

As the admission criteria "Institution" agrees to recognize Pearson Undergraduate Entrance Exam scores to grant admissions to its Undergraduate Courses. The Institution shall treat Pearson Undergraduate Entrance Exam scores at par with any other entrance/admission test scores and subject to candidates fulfilling the eligibility requirements setup by the Institution. Pearson India Education Services Pvt. Ltd (hereinafter referred to as "Pearson" or "Pearson VUE") may use the name and score requirements of Institutions that recognize scores in official Pearson VUE documentation. Pearson VUE will not charge any cost to Institution for providing services under this Agreement. No personal names or contact details will be published.



*By signing this form, I represent that I am authorized to accept Pearson Undergraduate Entrance Exam scores for my institution/s and I accept the terms and conditions of this agreement ("Agreement"). I also accept that I comply with Pearson websites Terms of Use and Privacy Policy.

Institution Signature  Date 24/1/2021

RE-
SHRINIVAS
MANGALORE

Pearson VUE Signature _____ Date _____

Return this completed form to:

Pearson VUE

Ground Floor, SB Tower, 1A/1, Sector 16A, Noida 201301, Uttar Pradesh, INDIA

Attn: Pearson Undergraduate Entrance Exam Help Desk

Pearson Undergraduate Entrance Exam Terms and Conditions for Recognizing Institutions/
Organizations

1. Definitions

1.1 "Calendar Year" shall mean January 1st through December 31st.

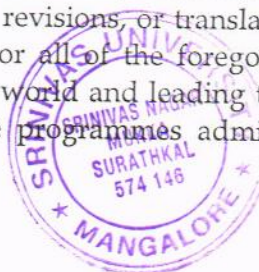
1.2 "Candidate" shall mean any individual who registers with Pearson VUE to take the Pearson Undergraduate Entrance Exam with respect to a possible admission with the Institution.

1.3 "Effective Date" means the date that Pearson VUE signs and dates this Agreement.

1.4 "Intellectual Property Rights" means (i) all rights, benefits, title or interest in or to any Pearson VUE's Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).

1.5 "Institution" shall mean the institution on page one (1) contracting with Pearson VUE to recognize the Pearson Undergraduate Entrance Exam as part of its admission criteria.

1.6 "Pearson VUE's Intellectual Property" means: (a) Confidential Information; (b) copyrights; (c) patents; (d) patent applications; (e) technology and technical information; (f) invention; (g) Trademarks; (h) rights in designs and database; (i) any and all intellectual or proprietary rights in relation to the Pearson VUE, its affiliates or its licensor's software, printed materials, processes, databases, or supporting documentation, including but not limited to, the Pearson VUE, its affiliates or Its licensor's Delivery System, or any part thereof, and includes any and all adaptations, enhancements, improvements, modifications, revisions, or translations to any of the aforementioned and relating to or arising from any or all of the foregoing, and all extensions and renewals thereof in India or anywhere in the world and leading to achieving the same or better results in activities carried out and the programmes administered by



Pearson VUE or its affiliates; in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing whether owned or controlled by or licensed to Pearson VUE or its affiliates.

1.7 "Pearson Undergraduate Entrance Exam " means the Undergraduate Admission Test for Universities, Colleges and Educational Institutions developed and delivered by Pearson VUE.

1.8 "Results" shall mean an individual test taker or a group of test takers qualitative or quantitative measurement(s) attributed to such individual or group's performance on the Pearson Undergraduate Entrance Exam.

1.9 "Testing Center" shall mean a physical facility operated by or on behalf of Pearson VUE used in administering the Pearson Undergraduate Entrance Exam.

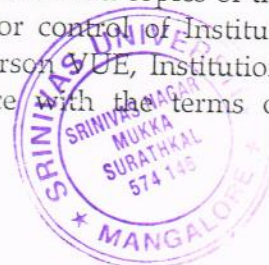
1.10 "Trademark" shall mean a general reference to registered and non-registered trademarks, service marks or certification marks.

2. Use of Intellectual Property.

2.1 The Institution may use the Licensed Materials solely in its printed/on-line information and promotional materials only after express written approval of the same by Pearson VUE. The Institution will not publish or distribute Pearson VUE or Pearson Undergraduate Entrance Exam promotional materials before obtaining Pearson VUE's written consent as set forth in this Subsection. Institution acknowledges that the complete trademark for the Pearson Undergraduate Entrance Exam is "Pearson Undergraduate Entrance Exam by Pearson VUE ". Institution may use either or both trademarks consistent with these terms and conditions, but may not use variants thereof, when referring to the Pearson Undergraduate Entrance Exam.

2.2 The Institution shall not copy, modify, publish, release, lend, sell, rent, provide access to, create derivative works from or otherwise disclose the Results to anyone other than authorized staff within the Institution. Pearson VUE is the sole owner of, and shall retain the entire rights to, any copyrights, trademark, trade secret, and any other rights in the Results.

2.3 Institution will place an appropriate Pearson VUE's Trademark and/or Pearson VUE's copyright notice on the title or copyright page or other appropriate location of each edition or version of Institution's promotional materials containing any reference to or use of the Pearson VUE's Intellectual Property, along with an appropriate tagline attribution to, or such other notice as Pearson VUE may reasonably request and provide in advance. Institution will not contest Pearson VUE's Intellectual Property Rights in the Pearson VUE Intellectual Property and shall not act in a manner that would tarnish, adversely affect or disparage the Pearson VUE's intellectual property rights and its reputation. Without limiting the foregoing, Institution will not, except as expressly permitted by Pearson VUE, use or apply for registration of (a) any of Pearson VUE's Intellectual Property, or (b) any marks or names that, in the opinion of Pearson VUE, are confusingly or deceptively similar to, or that otherwise incorporate Pearson VUE's Trademarks or other design. Upon expiration or termination of this Agreement, Institution agrees to cease all display, advertising and use of Pearson VUE Intellectual Property. Upon termination or expiration of this Agreement, Institution shall forthwith return to Pearson VUE all Pearson VUE Intellectual Property including soft and hard copies of the Pearson VUE Intellectual Property that are in the possession of and/or control of Institution and/or its respective employees and agents. If so requested by Pearson VUE, Institution shall provide written confirmation to Pearson VUE of its compliance with the terms of this Section.



Institution recognizes Pearson VUE's ownership and title to the Pearson VUE Intellectual Property and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the Pearson VUE Intellectual Property will accrue to Pearson VUE only. Institution recognizes the goodwill associated with Pearson VUE Intellectual Property and acknowledges that such goodwill belongs exclusively to Pearson VUE.

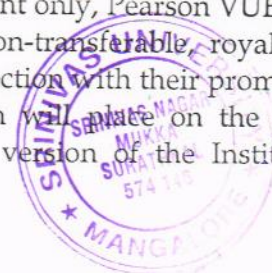
2.4 Access and Use of the Results. Results are only for use by authorized staff members employed by the Institution who have read and agreed to these terms and conditions, Pearson website Terms of Use and Privacy Policy. The Institution agrees to minimize access to the Results to those who legitimately require access to them. Pearson VUE reserves the right to monitor the access and use of the Results by the Institution and its authorized staff members. Pearson VUE reserves the right to discontinue the Institution access to the Results if it is discovered that the Institution has violated the terms and conditions.

2.5 The Institution agrees to access the Results online as directed by Pearson VUE in a secure way, which will not interfere with Pearson's website or its network. Pearson VUE shall share the Results of the candidates who have opted for the Institution while filling their registration form, in a comprehensible format and extend the necessary support in relation to use of the Results.

2.6 Use of the Institution's Trademark/s. During the term of this Agreement, the Institution grants Pearson VUE the right to create Pearson VUE promotional materials using the institution owned materials pursuant to this Agreement, for such promotional materials in relation to Pearson Undergraduate Entrance Exam subject to prior review by the Institution. For such period, the Institution grants Pearson VUE, and Pearson VUE accepts a non-exclusive, non-transferable, royalty-free, worldwide license to use the Institution's Trademarks if such use is in connection with Pearson VUE's promotional activities associated with the delivery of services hereunder. The Institution also grants Pearson VUE the right to create a webpage for the Institution on the Pearson Undergraduate Entrance Exam website using the logos/promotional materials from the Institution owned materials subject to prior review and approval by the Institution for the term of the agreement. Upon expiration or termination of this Agreement, Pearson VUE agrees to cease all display, advertising and use of the Institution's Trademarks. Pearson VUE shall not use for any purpose thereafter any information included in or derived from the Institution's Trademark or Institution's Intellectual Property. Pearson VUE recognizes the Institution's ownership and title to the Trademarks and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the licensed Trademarks will accrue to the Institution. Pearson VUE recognizes the goodwill associated with the Institution's Trademarks and acknowledges that such goodwill belongs exclusively to the Institution and shall not act in a manner that would tarnish, adversely affect or disparage the Institution's intellectual property rights and its reputation.

2.7 Sublicense and Authorization. Institution grants Pearson VUE a non-exclusive, non-transferable, limited, revocable, royalty free, worldwide license during the Term to sublicense to its affiliates and their third-party vendors, the right to use Institution's Trademarks as set forth in Subsection 2.6 above.

2.8 Use of Pearson VUE Trademarks. During the term of this Agreement only, Pearson VUE grants to the Institution, and the Institution accepts, a non-exclusive, non-transferable, royalty-free, worldwide license to use relevant Pearson VUE Trademarks in connection with their promotional activities of its Tests pursuant to this Agreement. The Institution will place on the title or copyright page or other appropriate location of each edition or version of the Institution's



promotional materials containing any reference to or use of Pearson VUE Trademarks, if any, an appropriate tagline attribution to, or such other notice as Pearson VUE may reasonably request and provide in advance. Any use of Pearson VUE's Trademarks will be as approved by Pearson VUE in advance. The Parties agree that the Pearson VUE shall review and approve the promotional material incorporating Pearson VUE's proprietary material proposed to be used by the Institution for promotional purposes under this Agreement. Upon expiration or termination of this Agreement, the Institution agrees to cease all display, advertising and use of Pearson VUE's Trademarks. The Institution recognizes Pearson VUE's ownership and title to the Trademarks and agrees that it will do nothing inconsistent with or adverse to such ownership, and that all use of the licensed Trademarks will accrue to Pearson VUE. The Institution recognizes the goodwill associated with Pearson VUE's Trademarks and acknowledges that such goodwill belongs exclusively to Pearson VUE.

3. Term and Termination.

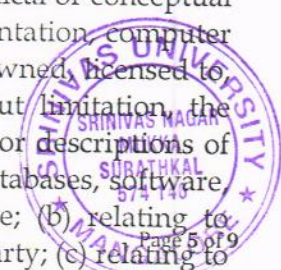
3.1 This Agreement commences on the Effective Date and shall continue, unless terminated as provided in this Agreement, for an initial term of One (01) year ("Term"). Following the initial Term, this Agreement will automatically renew on the same terms and conditions for successive periods of one (01) year each, unless terminated earlier as provided in this Agreement. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

3.2 Termination. Either party can terminate the Agreement by giving thirty (30) days written notice to the other party. Neither party shall terminate the Agreement under clause 3.2 once the Pearson Undergraduate Entrance Exam process starts for the year. Either party can terminate the Agreement under this clause only before first day of October of the year in which the Pearson Undergraduate Entrance Exam registration has started for the successive year. Pearson VUE shall terminate this Agreement with 15 days' notice if Pearson VUE decides not to conduct Pearson Undergraduate Entrance Exam.

3.3 Termination based on Proprietary or Confidential Information. Effective immediately upon written notice to the other party, Pearson VUE may terminate this Agreement, and all rights and licenses granted herein, if the Institution violates or infringes, misappropriates, or otherwise violates the intellectual property, proprietary rights, or any Confidential Information of Pearson VUE, or Candidate.

4. Confidential Information. Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating statement of work(s) and/or any Exhibits or future agreements between the parties, a party may learn confidential, trade secret, or proprietary information concerning the other party or third parties to whom the other party has obligations of confidentiality ("**Confidential Information**"). The party receiving Confidential Information will be referred to as the "**Receiving Party**" and the party disclosing its Confidential Information will be referred to as the "**Disclosing Party**".

a) Confidential Information" means any and all information disclosed to the Receiving Party by the Disclosing Party, or its Agents either orally or in writing: (a) of a technical or conceptual nature consisting of or relating to the databases, software, software documentation, computer based test delivery system, systems, products, services or component parts owned, licensed to, developed or being developed by the Disclosing Party, including, without limitation, the information ascertained from plans, drawings, schematics, sketches, models or descriptions of processes, or from an inspection of facilities, or from computer programs, databases, software, computer hardware components, or other components of a similar nature; (b) relating to business plans, marketing plans or business opportunities of the Disclosing Party; (c) relating to



the Disclosing Party's finances, business, or methods or proposed methods of doing business; (d) All candidate data including, but not limited to, Personal data of candidates; or (d) other information that should reasonably have been understood by the Receiving Party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be confidential to the Disclosing Party. Confidential Information shall expressly include any and all information derived from a party's proprietary information and the terms and conditions of this Agreement. Each Party's Confidential Information shall include any intellectual property or licensed materials, except logo, trademark and trade name. Each party acknowledges that it acquires only the right to use the Confidential Information of the other party under the terms and conditions of this Agreement for as long as this Agreement is in effect and that neither party shall acquire any rights of ownership or title in the Confidential Information. Upon termination or expiration of this Agreement, each party will return to the other party or certify that it has destroyed all materials containing any of the other party's Confidential Information that is held by that party or its employees, agents or contractors. If so requested by the Disclosing Party, the Receiving Party agrees to provide written confirmation to the Disclosing Party of its compliance with the terms of this Section.

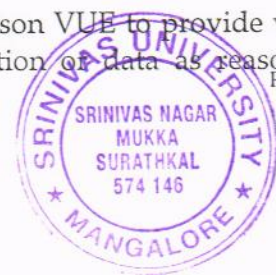
b) Confidential Information does not include information which:

(aa) is or becomes a part of the public domain without breach of this Agreement or another agreement; (bb) is disclosed to the Disclosing Party by third parties without restrictions on disclosure; (cc) is developed independently by the Receiving Party without reference to the Disclosing Party's materials or information; (dd) was in the Receiving Party's possession and the Receiving Party was able to disclose this information without breach of any other confidentiality arrangement before receiving such information from the Disclosing Party; or (ee) comes into the party's possession without breach by that party of any obligations of confidentiality.

c) **Protection of Confidential Information.** The Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Receiving Party uses to protect its own Confidential Information of a like nature. Except as may be authorized by the Disclosing Party in writing or necessary for Pearson VUE to deliver the Pearson Undergraduate Entrance Exam under this Agreement, the Receiving Party will (a) not disclose Confidential Information to any person who is not a party to this Agreement; (b) limit dissemination of Confidential Information only to its Agents having a "need to know"; and (c) have an appropriate written agreement with its Agents requiring that they comply with all of the provisions of this Agreement. Pearson VUE shall not be liable for disclosure of confidential information to a Candidate or as reasonably necessary to perform the services hereunder.

d) In the event that the Receiving Party, or its Agents are compelled to disclose any Confidential Information pursuant to a valid order of a court or other government body, the Receiving Party will promptly notify the Disclosing Party and provide reasonable cooperation and reasonable efforts to the Disclosing Party in connection with the Disclosing Party's efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the Confidential Information in such circumstances, if made in a fashion that maximizes the protection of the Confidential Information from further disclosure.

e) Notwithstanding anything herein, Institution authorizes Pearson VUE to provide with a copy of this Agreement to its affiliates along with other information or data as reasonably necessary to provide the services herein.



4.1 Data Protection. The Institution shall comply with, and shall not act in any way, which may breach, any law or regulation dealing with the processing of privacy and/or personal data relating to any individual or corporation (including without limitation the Information Technology Act, 2000; the (Indian) Contract Act, 1872 and any other applicable law or regulation. The Institution agrees to establish secure safeguards to protect such information from unauthorized use, disclosure and/or misuse. The Institution agrees to immediately inform Pearson VUE of any unauthorized use, breach, loss or disclosure of the Results.

5. Warranty. Both Parties hereby represents and warrants to each other that:

- a) Both Parties have been established and validly existing under the laws of India and Institution has obtained all requisite licenses/ approvals required by it to impart Undergraduate Programs in India
- b) Both Parties have obtained all the approvals, consents and permits necessary or applicable under any applicable law for the execution, delivery and performance by it of this Agreement. The execution and delivery of this Agreement has been duly authorized and approved and does not require any further authorization or consent of any third party
- c) any representation or warranty made by the Parties in this Agreement or in any certificate or other instrument delivered pursuant to this Agreement neither contains any untrue statement nor omits to state any material fact necessary to make the statements contained herein or therein misleading
- d) upon execution, this Agreement will be its legal, valid and binding obligation, enforceable in accordance with its terms.
- e) The Institution represents that it has independently perused the contents, methods of the Pearson Undergraduate Entrance Exam and is satisfied about its efficacy
- f) Both Parties represent and warrant that they will not use each other's IP in such a manner so as to amount to infringement of any third-party IP rights.

5.1 WARRANTY DISCLAIMER: THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY THE PARTIES.

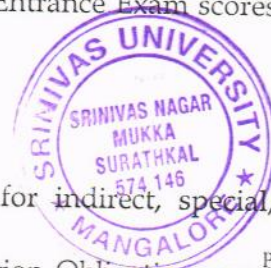
6. Indemnification.

Institution agrees to indemnify, defend, and hold harmless Pearson VUE and Pearson VUE's directors, officers, employees, successors, and assigns from and against any and all third party claims, demands, losses, liabilities, actions, lawsuits, proceedings, judgments, awards, and expenses (including reasonable attorneys' fees) to the extent resulting from Institutions (a) breach of this Agreement; (b) breach of Confidentiality provisions; (c) Violation of Pearson's Website Terms of Use and Pearson Privacy Policy; (d) Violation of Laws (e) infringement of Pearson VUE's Intellectual Property; or (f) failure to accept Pearson Undergraduate Entrance Exam scores subject to candidate fulfilling Institution's admissions eligibility criteria.

7. Limitation of Remedies and Limitation of Liability.

7.1 In no event shall Pearson VUE be entitled to Institution for indirect, special, incidental, or consequential loss or damages

7.2 Regardless of the form of action, except for the Indemnification Obligations contained



herein, either party's aggregate liability in any Calendar Year during the term of this Agreement for damages, claims, costs, settlement amounts, and/or awards will not exceed Ten Lakhs Indian Rupees (INR 10,00,000.00). For the purposes of applying this Limitation of Liability, each instance of liability is applied to the Calendar Year in which the earliest date of the circumstance giving rise to the liability occurs.

8. General

8.1 Non-Exclusive Arrangement. None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties and no Party shall have any authority to bind the other Party otherwise than under this Agreement or shall be deemed to be the agent of the other in any way. Nothing contained in this Agreement shall in any way restrict Pearson VUE's right to provide services or facilities similar to the Services and matters contemplated under this Agreement for any other school, university or institute in India or elsewhere in the world.

8.2 Force Majeure. The obligations of the parties under this Agreement (including all obligations of Pearson VUE relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith because of acts of state or governmental authorities, acts of terrorism, natural catastrophes, fires, storms, floods, earthquakes, riots, insurrection, civil disturbance, sabotage, embargos, blockades, acts of war, acts of God, power failure, failure of Internet access or service, communication line failures, epidemic or any other cause whatsoever beyond a party's control.

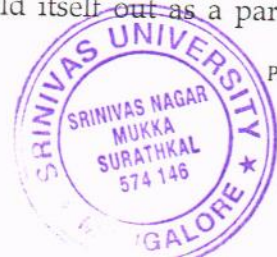
8.3 Failure to Perform. Pearson VUE's failure to perform under this Agreement shall be excused if such failure to perform is due any cause whatsoever beyond Pearson VUE's control. If Pearson VUE decides to not conduct Pearson Undergraduate Entrance Exam for whatever reasons, then Pearson VUE will be excused from its obligation and the agreement shall stand terminated.

8.4 Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof, and supersedes all prior express or implied, negotiations, proposals, bids, orders, communications and agreements. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, through a purchase order or otherwise, except by written amendment duly executed by the parties hereto. The parties acknowledge that they have not been induced to enter into this Agreement by any representations or statements not found in this Agreement.

8.5 Assignment. Institution may not assign this Agreement, by operation of law or otherwise, without the prior written approval of Pearson VUE, which approval will not be unreasonably withheld, conditioned, or delayed.

8.6 Survivability. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive.

8.7 Independent Contractor. Pearson VUE's relationship to the Institution is that of an independent contractor. Neither party shall be deemed to be or hold itself out as a partner, agent, employee or joint venture partner of the other party.



8.8 Governing Law, Venue Attorneys' Fees and Arbitration.

This Agreement and its performance shall be governed by and construed in all respects in accordance with the laws of India. In the event of a dispute relating to any of the matters set out in this Agreement, parties to the dispute shall each appoint one nominee/representative who shall discuss in good faith to resolve the difference. In case the difference is not settled within 30 (thirty) days, it shall be referred to arbitration in accordance with the Arbitration & Conciliation Act, 1996 to a sole arbitrator mutually appointed by the Parties. The place of arbitration shall be New Delhi. The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties.

8.9 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

8.10 Disclaimer.

- a) Pearson does not warrant that access to the Results will be uninterrupted, free of viruses or that the Results themselves will be error free. The Institution is solely responsible for all costs, expenses and damages arising out of its access to the Results on account of such interruptions, viruses or errors. Pearson VUE shall not be liable to the Institution for direct, indirect, special, consequential loss or damages of any nature whether such liability is asserted on the basis of contract, tort or otherwise. Nothing in these terms and conditions shall exclude either party's liability to the as a result of any fraudulent misrepresentation or negligence of the other party.

8.11 How to Contact Us. If you have any questions or concerns about the terms and conditions, please contact us at pvapchannelsales@pearson.com.



RELATIONSHIP OF THE PARTIES

For the purposes of the MoU, both the parties are independent constituents. Neither this MoU nor any activities described herein shall be deemed to creating a partnership, joint venture, franchisee, agency or any other obligation. Neither party is authorized in any manner to make any endorsement or to bind the other party.

TERMINATION

Either Party may terminate this MoU by giving a 90 days' notice in advance to the other party. On termination each Party shall return to the other party all such confidential and proprietary information, documents and reference materials and copies thereof the other party in its possession.

This MoU can be extended or terminated by mutual consent of the parties in writing.

ENTIRE AGREEMENT

This MoU, along with schedules and exhibits, if any, attached hereto, sets forth the entire agreement between the parties. No modification or amendments to this MoU shall be binding upon the parties, unless made in writing and duly executed by authorized official of both the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this MoU to be duly executed by a duly authorized representative of such party as of the date first above written.

Smt. Rukmini Shedthi Memorial
National Govt. First Grade College,
Barkur

For Srinivas University, Mukka,
Mangalore

(VASANTHRAJ SHETTY K)
(Name)
Principal

Principal
Smt. Rukmini Shedthi Memorial
National Govt. I Gr. College Barkur
BARKUR - 576 210. Udupi Dist.

Dr. P. S. Aithal
Vice-Chancellor

Signature:
Date & Time :

Signature:
Date & Time :



SRINIVAS UNIVERSITY

(PRIVATE UNIVERSITY ESTABLISHED UNDER KARNATAKA STATE ACT NO.42 OF 2013)

City Office : G.H.S. Road, MANGALURU - 575 001. Karnataka State, INDIA.

Phone No.:0824-2425966, 2444891, Fax : 0824 - 2442766

E-mail:info@srinivasgroup.com website:www.srinivasuniversity.edu.in

MEMORANDUM OF UNDERSTANDING (MOU) between Srinivas University, Mukka, Mangalore (Party A) and Shree Gokarnanatheshwara College Gandhinagar, Mangalore (Party B).

Parties to MOU:

This is an agreement between Srinivas University, Mukka, Mangalore and Shree Gokarnanatheshwara College Gandhinagar, Mangalore .

The Memorandum of Understanding (MoU) is entered into on the 4th March 2020 and is valid from 4th March 2020 to 4th March 2023 by and between Srinivas University, Mukka, Mangalore and Shree Gokarnanatheshwara College Gandhinagar, Mangalore.

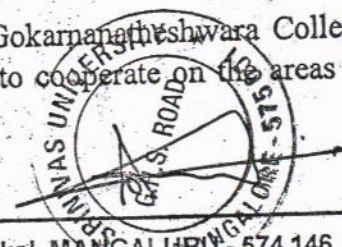
Areas of Collaboration:

Srinivas University, Mukka, Mangaluru and and Shree Gokarnanatheshwara College agree to collaborate in the following areas :

1. To facilitate participation in national and international research conferences and publications in peer reviewed journals.
2. To give preference in enrollment to research courses and doctoral programs of Srinivas University.
3. To offer student development programmes on knowledge enhancement, professional skill and soft skills development.
4. Participation opportunities for talent enhancement areas, cultural and co-curricular and extra-curricular programmes.
5. To facilitate faculty development through faculty development programmes, guest lectures and resource persons exchange initiatives.
6. For provision of preference in admission to our courses and scholarships on merit cum means basis
7. To collaborate for counselling of students and faculty through trained counsellors in association with M.Sc. (Psychology and Counselling Department).
8. To conduct extension activities among the campuses for all round professional development.

TERMS OF COLLABORATION AND UNDERSTANDING

Srinivas University, Mukka, Mangalore (Party A) and Shree Gokarnanatheshwara College Gandhinagar Mangalore (Party B) will have an understanding to cooperate on the areas of collaboration mentioned here above.



Registered Office : Srinivas Campus, Srinivas Nagar, Mukka, Surathkal, MANGALURU - 574 146
Karnataka State, INDIA. Website:www.srinivasuniversity.edu.in, E-mail: info@srinivasuniversity.edu.in

Principal
Shree Gokarnanatheshwara College

• **RELATIONSHIP OF THE PARTIES**

For the purposes of the MoU, both the parties are independent constituents. Neither this MoU nor any activities described herein shall be deemed to creating a partnership, joint venture, franchisee, agency or any other obligation. Neither party is authorized in any manner to *make any endorsement or to bind the other party.*

TERMINATION

Either Party may terminate this MoU by giving a 90 days' notice in advance to the other party. On termination each Party shall return to the other party all such confidential and proprietary information, documents and reference materials and copies thereof the other party in its possession.

This MoU can be extended or terminated by mutual consent of the parties in writing.


ENTIRE AGREEMENT

• This MoU, along with schedules and exhibits, if any, attached hereto, sets forth the entire agreement between the parties. No modification or amendments to this MoU shall be binding upon the parties, unless made in writing and duly executed by authorized official of both the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this MoU to be duly executed by a duly authorized representative of such party as of the date first above written.

For Shree Gokarnanatheshwara College
Gandhinagar, Mangalore.

For Srinivas University, Mukka,
Mangalore


Dr. Renuka K
Principal
Shree Gokarnanatheshwara College
Mangaluru







Signature:

Signature:

Date & Time : 3.05 pm .

04/03/2020
Date & Time :

4/3/2020



SRINIVAS UNIVERSITY

(PRIVATE UNIVERSITY ESTABLISHED UNDER KARNATAKA STATE ACT NO.42 OF 2013)

City Office : G.H.S. Road, MANGALURU - 575 001. Karnataka State, INDIA.

Phone No.:0824-2425966, 2444891, Fax : 0824 - 2442766

E-mail:info@srinivasuniversity.edu.in website:www.srinivasuniversity.edu.in

MEMORANDUM OF UNDERSTANDING [MoU]

This Memorandum of Understanding made and executed on 11/05/2020 between M/s. Zuese Fitness Gym, Surathkal, Mangalore and Srinivas University, Mukka, Mangalore undertake to agree ourselves for supporting each other in mutually beneficial activities.

Parties to MOU:

This is an agreement between Srinivas University, Mukka, Mangalore and Zuese Fitness Gym, Surathkal, Mangalore.

The Memorandum of Understanding (MoU) is entered into on the 11th May 2020 and is valid from 11th May 2020 to 10th May 2023 by and between Srinivas University, Mukka, Mangalore and Zuese Fitness Gym, Surathkal, Mangalore.

OBJECTIVE OF THIS MoU

- To utilize the Gym for Srinivas University students at a special price
- To enable each other to synergize good health know-hows and share joint gym competitions and programs
- To utilize the Gym for Srinivas University faculty members at a special price
- To do research work and project works in the areas of Cardio and fitness tests for experiments and advancement
- To enable Zuese Fitness Gym, Surathkal, Mangalore to recruit Srinivas University student apprentices /interns/freelancers/project trainees/campus ambassadors and achieve Centre of Excellence/Incubation Centre/Industry Lectures and Visits at and from Srinivas Campus.
- To promote the Gym in University Campus and generate more awareness about health consciousness for better mind and spirit in learning their respective studies.

AREAS OF COLLABORATION

- Zuese Fitness Gym, Surathkal, Mangalore agrees to offer Gym Services at 20% discount on the available services for students and faculty members.
- Internships/Apprenticeship/Projects to Srinivas University Students whenever possible.
- Srinivas University and Zuese Fitness Gym, Surathkal, Mangalore to facilitate Research and Development for mutual benefits.
- There would not be any Financial and Legal Commitments in the Collaborations.

TERMS OF COLLABORATION AND UNDERSTANDING

Srinivas University, Mukka, Mangalore (Party A) and Zuese Fitness Gym, Surathkal, Mangalore (Party B) will have an understanding to cooperate on the areas of collaboration mentioned here above.

RELATIONSHIP OF THE PARTIES

For the purposes of the MoU, both the parties are independent constituents. Neither this MoU nor any activities described herein shall be deemed to creating a partnership, joint venture, franchisee, agency or any other obligation. Neither party is authorized in any manner to make any endorsement or to bind the other party.

AMENDMENTS

Any Party may request change in the MoU. Any Amendments must be mutually agreed between both the parties.

TERMINATION

Either Party may terminate this MoU by giving a 90 days' notice in advance to the other party. On termination each Party shall return to the other party all such confidential and proprietary information, documents and reference materials and copies thereof the other party in its possession.

This MoU can be extended or terminated by mutual consent of the parties in writing.

ENTIRE AGREEMENT

This MoU, along with schedules and exhibits, if any, attached hereto, sets forth the entire agreement between the parties. No modification or amendments to this MoU shall be binding upon the parties, unless made in writing and duly executed by authorized official of both the parties.

IN WITNESS WHEREOF, each of the parties hereto has caused this MoU to be duly executed by a duly authorized representative of such party as of the date first above written.

**For Zuese Fitness Gym,
Surathkal, Mangalore**

Name : Ms. Deepa

Signature & Date :

Designation : Owner

For ZUESE FITNESS

Deepa
11/05/2020
Managing Partner

**For Srinivas University
Mangalore**

Name : Dr. P. S. Aithal

Signature & Date :

Designation : Vice Chancellor

