

Collaborations, Faculty, and Student Exchange Activities Policy

Purpose: The purpose of this policy is to establish guidelines for collaborations, faculty, and student exchange activities between the University and other institutions, organizations, and individuals.

Introduction: The university recognizes the importance of collaborations, faculty, and student exchange activities in promoting academic and research excellence, cultural understanding, and internationalization. This policy is designed to ensure that these activities are carried out in a safe, ethical, and manner that aligns with the university's vision of "nurturing creative thinkers who will drive positive change." The policy is in line with our goal of creating leaders for a knowledge-based economy who understand the ethical demands of a society-based approach, and who can deliver multi-, inter-, and cross-disciplinary modular programs with technology-enhanced teaching-learning processes.

Collaborations:

1. The University encourages collaborations both nationally and internationally, with institutions, organizations, and individuals that share its academic values and mission. All collaborations are to be proposed and recommended by the Dean / Director / OSA and approved by the Vice chancellor and must align with the University's strategic goals and objectives.
2. Collaborations shall be based on mutual benefit and shall promote academic and research excellence.
3. Collaborations may include joint research projects, joint academic programs, and joint publications.

Faculty Exchange:

1. The University encourages faculty exchange programs with other institutions to promote academic and research excellence.
2. Faculty exchange programs must be approved by the appropriate University authorities.
3. Faculty exchange programs may include teaching and research visits, sabbaticals, and joint research projects.
4. Faculty exchange programs shall align with the academic interests and needs of the participating faculty members and the University.
5. Faculty members interested in participating in such programs should obtain approval from their Head of department or school, and should follow the relevant guidelines and procedures as stipulated by the Directorate of Partnerships. The university may provide support to faculty members participating in exchange programs, including travel expenses and accommodation. Financial support may be considered on a case-to-case basis.

Student Exchange:

1. The University encourages student exchange programs with other institutions to promote global awareness, cultural understanding, and academic excellence.

2. Student exchange programs must be approved by the appropriate University authorities.



CMR University: # 2, 3rd C Cross, 6th A Main,
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3. Student exchange programs may include short-term and long-term study abroad programs, international internships, and research programs.

4. Student exchange programs shall align with the academic interests and needs of the participating students and the University.

5. Students interested in participating in such programs should obtain approval from their department or school, and should follow the relevant guidelines and procedures as stipulated by the Directorate of Partnerships. The university will provide support to students participating in exchange programs, including in academic credit transfer, planning travel and accommodations. Financial support may be considered on a case-to-case basis.

Responsibilities:

1. The Director Partnerships is responsible for recommending all collaborations, faculty, and student exchange programs for approval by the vice chancellor and for ensuring their alignment with the University's strategic goals and objectives.

2. The faculty members and students participating in collaborations and exchange programs are responsible for representing the University in a professional and ethical manner and for adhering to the policies and regulations of both the University and the host institution.

3. The University administration and participating faculty members and students must ensure compliance with all legal, regulatory, and ethical requirements related to collaborations and exchange programs.

Safety and Security: The university takes the safety and security of its faculty and students seriously. All collaborations, faculty and student exchange programs should be conducted in a manner that is safe and secure, and that complies with all relevant laws and regulations. The university will provide appropriate support and resources to ensure the safety and security of its faculty and students.

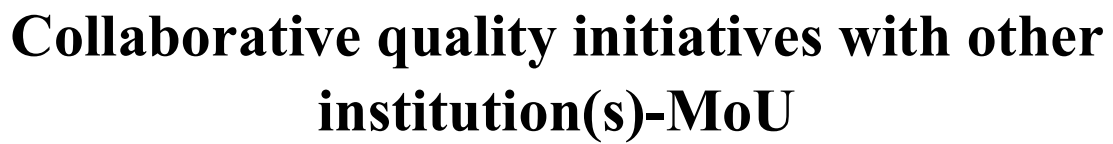
Enforcement: Violations of this policy may result in disciplinary action, up to and including termination of employment or enrolment.

Ethical Conduct: The university expects all faculty and students to conduct themselves in an ethical and professional manner while participating in collaborations, faculty and student exchange activities. All activities shall adhere to the highest standards of academic and research integrity, and should not compromise the university's reputation or values.

Monitoring and Evaluation: The university will monitor and evaluate all collaborations, faculty and student exchange activities to ensure that they are consistent with the university's policies and strategic priorities. The university will also seek feedback from faculty and students participating in these activities, and will use this feedback to improve its programs and services.

Revision: This policy may be revised as per requirement to ensure its alignment with the University's strategic goals and objectives and with changes in legal, regulatory, and ethical requirements related to collaborations and exchange programs.

Conclusion: This policy outlines the university's commitment to promoting collaborations, faculty and student exchange activities that are safe, ethical, and consistent with the university's values and mission. The university will provide support and resources to ensure the success of these activities and will monitor and evaluate them to ensure their ongoing effectiveness.



Memorandum of Understanding

Between

CMR University, Bangalore, Karnataka

And

Association of Chartered Certified Accountants



pursue globally relevant qualifications to enhance their future career prospects and ultimately to maintain and develop the profession and the wider economy

- D. ACCA and CMR University recognise that joint collaboration and efforts in exploring opportunities and establishing a cooperative relationship would benefit the Parties and students pursuing qualifications offered by both CMR University and ACCA.
- E. This MoU sets out below the general framework and intentions of the Parties for collaboration for facilitation of further definitive agreement(s).
- F. In achieving the objectives of this MoU, the Parties shall work on the basis of reciprocity in areas of mutual interest within the parameters of their laws, constitutions, regulations and/or policies.

NOW IT IS HEREBY UNDERSTOOD as follows:

1. Purpose of this MoU

- 1.1 The purpose of this MoU is to set out the understanding between the Parties without any intention to create legal relations, rather in the spirit of mutual cooperation. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements.
- 1.2 ACCA and CMR University will endeavour to assist and support each other in the functioning of this MoU to mutually benefit the Parties, such as to, among others:-
 - a) promoting ACCA's suite of qualifications and the ACCA designation at the campus of the CMR University to their students (current and prospective)
 - b) collaborate with each other to develop specific programmes that create opportunities for students to achieve the ACCA qualifications. Such collaborations shall be agreed by the Parties and form part of further agreements.

- c) disseminating information in collaboration with each other, to students, about the accounting profession and the opportunities available to accounting and finance professionals
- d) joint seminars, conferences, common research projects and publications on ACCA and the accounting profession whilst other forms of co-operation may be arranged by the parties during the period of this agreement
- e) exchanging, by mutual agreement, academic and examination materials to facilitate teaching and training and preparing students taking ACCA examinations
- f) bring together mutual networks of employers to maximise placement opportunities for ACCA students atCMR University.
- g) promote this collaboration across the Parties' global networks. The scope and content of the promotional activities shall be discussed and mutually agreed by the Parties; and
- h) undertake any other activities that shall be mutually identified and agreed by both Parties at a later stage.

1.2 This MoU shall form the basis of consensus for the Parties to examine the feasibility of the collaboration until such time when any other manner of agreement is entered into by the Parties upon terms and conditions to be mutually agreed upon.

2.1 ***General responsibilities of the Parties:***

- a) The Parties shall use their respective best endeavours to promote and implement the collaboration to the best advantage of the Parties.
- b) The Parties agree that the collaboration shall be undertaken and carried out by the Parties in such manner as may be deemed necessary and appropriate in the circumstances and as the Parties may agree upon.
- c) The Parties shall where feasible utilise their existing and mutual relationships globally and nationally to support further relationships and associations for the benefit of both Parties

2.2 ***Responsibilities and agreements of ACCA***

ACCA shall, with regard to its obligations in respect of the collaboration, offer the following opportunities to CMR University

- a) providing support to CMR University faculty and lecturers with relevant train-the-trainer events and support from ACCA learning and content partners
- b) update CMR University on ACCA research and insights programme and initiatives, including funding opportunities for projects that would be of relevance and interest to the industry, and of beneficial to both Parties;
- c) contributing articles or case studies to be published in ACCA magazines on an annual basis

2.3 ***Responsibilities and agreements of CMR University***

CMR University shall, with regards to its obligations in respect of the Programmes, be responsible for:

- a) providing platforms for ACCA to promote the ACCA suite of qualifications,

- b) promoting ACCA as its professional accountancy partners of choice
- c) consider the necessary requirements to promote and / or deliver ACCA based programmes at their campuses
- d) sharing business intelligence and networks with ACCA for both Parties' mutual benefit

3. Costs

The Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

4. Confidentiality

The Parties agree to keep confidential any information which is disclosed or obtained and which is not publicly available or already known and not to disclose such information to third parties, otherwise than in accordance with the consent of the other party or as required by law or any relevant regulatory authority duty.

5. Validity and Renewal of the MoU

5.1 This MoU is valid and shall remain in effect for three (3) years from the date of this MoU and may be renewed upon the mutual agreement of the Parties, such renewal to be expressly agreed in writing by both Parties before the end of the initial three (3) year period.

5.2 Either Party may terminate this MoU by giving three (3) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this MoU, the obligations of the Parties in any definitive agreement that is negotiated and executed in accordance with as a legally binding contract shall survive and remain binding on the Parties in accordance with the terms of that agreement.

Any notice or communication between the Parties shall be delivered to the address / sent to the facsimile number or emailed to the following:

ACCA

Address: Head of International Development
ACCA, 29 Lincoln's Inn Fields
London
WC2A 3EE
Indiainfo@accaglobal.com

CMR University

Address: Registrar
CMR University
2, 3rd 'C' Cross, 6th 'A' Main,
HRBR Layout, 2nd Block, Kalyana Nagar,
Bangalore-560043
admn@cmr.edu.in

7. Anti-bribery measures

7.1 The parties warrant and undertake to each other that they shall:

- 7.1.1 comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 ("the Act") and applicable laws in India;
- 7.1.2 comply with each party's anti-bribery and gifts and hospitality policies as may be amended from time to time. ACCA's policy will be provided to CMR on written request;
- 7.1.3 procure that any person who performs or has performed services for or on his behalf ("Associated Person" within the meaning of the Act) in connection with this MOU complies with this part 7;
- 7.1.4 from time to time, at the reasonable request of either party, confirm in writing that he has complied with the undertakings contained in this Part 7 and will provide any information

reasonably requested by the party in support of such compliance; and

7.1.5 notify each other, as soon as practicable, of any breach of any of the undertakings contained within this Part 7 of which it becomes aware.

7.2 Breach of this part 7 shall be deemed to be a material breach and either party may terminate the MOU by written notice immediately.

8. Variation

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

9. Name and Logo

Neither Party shall use, nor permit any person or entity to use the name nor logo (or any variation thereof) of the other Party without first obtaining the written consent of the other Party.

10. Non-Binding Nature of the MoU

The Parties acknowledge and accept that:

9.1 This MoU shall not constitute any partnership between the Parties.

9.2 Notwithstanding the statements and obligations herein, this MoU shall not create a legal relationship between the Parties, except for clauses 4 (Confidentiality) and 7 (Anti-bribery). The Parties shall not be legally bound until unless a definitive agreement has been negotiated and duly executed by the authorised representatives of CMR University and ACCA.

11. Mutual Cooperation and Relationship

11.1 The Parties realise that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein.

11.2 The parties understand that their reputations are of critical importance and undertake not to take any action, in relation to this MoU or otherwise, which might damage the reputation of the other party.

PRAVEEN R

IN WITNESS WHEREOF ACCA and CMR University hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY
For and on behalf of

In the presence of

Association of Chartered Certified Accountants



Ilham Punjani
Head of Business Relations - Education
ACCA



Sebtain Sultanali

SIGNED BY
For and on behalf of

In the presence of

CMR University



Dr. Praveen. R
Registrar
CMR University,
Karnataka, India



Dr. K.S. Venkateshappa
Director-Academic
CMR University,
Karnataka, India

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING signed and executed at **CMR University** on the 5th of March, 2015.

BETWEEN

CMR University

(Herein after referred to as "CMRU"), # 2, 3rd 'C' Cross, 6th 'A' Main, HRBR Layout, 2nd Block, Kalyana Nagar, Bangalore-560043, Karnataka, INDIA.

PARTY OF THE FIRST PART

AND

Chartered Institute of Management Accountants, represented by its India liaison office at Sunshine Towers, 32nd Floor, 616, Senapati Bapat Marg, Dadar (W), Mumbai 400013 (hereinafter referred to as "CIMA") and Head Office at 26 Chapter Street, London SW1P 4NP, United Kingdom

(Herein after referred to as "CIMA")

PARTY OF THE SECOND PART

Both CMRU and CIMA shall together be referred to as "Parties" and individually as "PARTY".

WHEREAS CMRU is CMR University is established under CMR University Act 2013 and notified by Government of Karnataka (No. ED 91 UNE 2013 dated 12 Nov 2013), promoted by CMR Jnanadhara Trust, which has over 20 years of Experience in Academic Excellence & Leadership.

AND WHEREAS CIMA is a leading membership body that offers a globally recognized professional Management Accounting qualification. The CIMA professional qualification has an emphasis on accounting for business. It is committed to upholding the highest ethical and professional standards of members and students, and to maintaining public confidence in management accounting;

AND WHEREAS CMRU and CIMA are desirous of working together;

AND WHEREAS CIMA has approached CMRU requesting it to offer CIMA qualification to the students of CMRU.

AND WHEREAS CMRU has accepted the offer made by CIMA and has agreed to conduct a Program called "**Bachelors of Commerce (Honors) in Risk and Management Accounting**" [Hereinafter referred as the "program"] through its Schools/Group of Institutions.

CMRU will conduct the Program, from 2015 for students who will be interested in a CIMA qualification and will incorporate a part of the content, curriculum of the CIMA qualification in the **Bachelors of Commerce (Honors) in Risk and Management Accounting** program. Students enrolling for CIMA and completing the program, would receive a dual qualification, of a **Bachelors of Commerce (Honors) in Risk and Management Accounting** from CMRU and a level of the CIMA qualification (as per course completion), provided they have passed the assessments set out and examinations conducted by CMRU & CIMA on the terms and conditions hereinafter appearing;

[The training of this program is to be offered by CMRU and all the privileges and obligations arising out of this MOU shall be Mutatis Mutandis applicable to CMRU and CIMA]

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. CMRU shall conduct the said program and provide training for the said program to the enrolled students. The enrolment of students shall be as per standard enrolment procedure of CMRU.
2. **Eligibility criteria:** The Eligibility Criteria for admission to the said program has been detailed in **Annexure - B** annexed hereto.
3. **Program Fee:** The program fee shall have two components - one payable to CMRU and other payable to CIMA.
 - a) **CMRU Program Fees:** The program fee for each student shall be INR 84,000/- per year. All Fees should be paid (as per CMRU norms)
 - b) **CIMA program fee:** The program fee shall be payable in **GBP** by students enrolled for the "program", directly to **Chartered Institute of Management Accountants, UK** as per their norms.

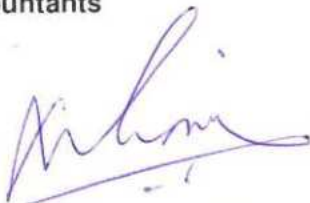
4. Students enrolled by CMRU shall have to abide by all academic, administrative other conditions and policies laid down by CMRU from time to time and provided to the enrolled students.
5. CMRU and CIMA shall jointly design and develop the Curriculum for the program
6. This MOU shall be effective from the Date mentioned on the first page of this document and remain valid for a period of **3 years** unless earlier terminated by either party by giving sixty (60) days advance written notice to the other party. CMRU and CIMA shall agree to complete the remaining semesters upon termination of the MOU.
7. CMRU shall indemnify CIMA and keep CIMA indemnified against any loss or claim or damages that any other persons whomsoever may make against CIMA in respect of any act of omission or commission which CMRU or its representative(s) have done which is contrary to or in breach of the terms of this MOU and / or any instructions that may be given by CIMA. CIMA shall not be liable to indemnify or be liable or responsible for any loss or damages (both direct and indirect damages), including any costs, and expenses which may have incurred/suffered for any reason whatsoever, further agrees that it shall not sue (or allowed to be sued either directly / indirectly) any of the students, officers, or persons associated with CIMA in this regard. Similarly CIMA shall indemnify against any loss or claim or damages that any other persons whomsoever may make against in respect of any act of omission or commission which CIMA have done which is contrary to or in breach of the terms of this MOU.
8. This MOU is exclusive to the parties and either party shall not assign its rights hereunder to any person or party without the explicit prior written mutual consent in this regard.
9. This MOU represents the entire scope between the parties and shall be capable of variation only in writing by a note of amendment signed by both parties in this regard.
10. Any points not specially covered in this MOU and pertaining to the conduct of this 'program' by CMRU shall be sought to be resolved by mutual discussions and amicably. In the event of failure of resolution of such points or any other issues arising out of or relating to this 'program' these shall be referred to Arbitration and Arbitration and Conciliation Act, 1996 shall apply.

Parties hereto, however, agree that such dispute or differences shall not be permitted to adversely affect the 'ongoing' programs or 'classes'.

IN WITNESS WHEREOF the parties hereto have signed, executed this MOU on the date above written.

Chartered Institute of Management Accountants

By:

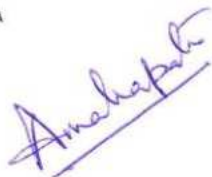


Name: **Mr. Debasish Biswas**
Designation: **Country Head**
Address:
CIMA India Liaison Office
Sunshine Towers, 32nd Floor,
616, Senapati Bapat Marg,
Dadar (W), Mumbai – 400013

Date: 05-03-2015

Witness:

Name: Mr. Ayan Mahapatra
National Head - Academic Relations
CIMA



Signature

Address:
CIMA India Liaison Office
Sunshine Towers, 32nd Floor,
616, Senapati Bapat Marg,
Dadar (W), Mumbai – 400013

CMR University

By:



Name: **Dr. Praveen R**
Designation: **Registrar**
Address: # 2, 3rd 'C' Cross, 6th 'A' Main,
HRBR Layout, 2nd Block,
Kalyana Nagar, Bangalore-560043
Karnataka, INDIA
admn@cmr.edu.in

Date: 05-03-2015

Witness:

Name: Dr. K.S. Venkateshappa
Director-Academics
CMR University



Signature

Address: # 2, 3rd 'C' Cross, 6th 'A' Main,
HRBR Layout, 2nd Block,
Kalyana Nagar, Bangalore-560043
Karnataka, INDIA
admn@cmr.edu.in

Annexure - A

This annexure is for program structure and sanctioned annual intake, details will be added once they are developed and finalized.

Annexure-B

Eligibility Criteria

Candidates who have secured 50% of marks in aggregate in 10+2 / PUC or Equivalent, with a minimum of 65% marks in English and a minimum of 65% of marks either in Accountancy or Mathematics or in any other subject related to commerce.

Annexure-C

Evaluation Methodology, Assessment & Standard of Passing 'program' (CMRU)

The Details of the Annexure will be added once they are developed and finalized.

Evaluation Methodology, Assessment & Standard of Passing for (CIMA)

- (i) First year
 - Certificate in Business Accounting 5 papers
- (ii) The CBA Examination is conducted all around the year through a computer based exam
- (iii) CBA centers are available in CMRU
- (iv) Students shall need to travel to one of the CBA centers to appear for CBA exam
- (v) The current structure of CBA Examination is :
 - Duration: 2 hours
 - Marks: 100
- (vi) Any change in the CBA Examination shall be communicated by CIMA in advance to the students as well as to CMRU.
- (vii) Award of CBA: Students are required to pass the CBA level examination conducted by CIMA.

From hereafter as per the CIMA Professional Qualification Syllabus 2015

Memorandum of Understanding (MoU) *between*



and



For

Collaborative / Integrated Education Programs, Innovative
Teaching Techniques, Research Projects, Publications and
Academic Interventions

MEMORANDUM OF UNDERSTANDING (MoU)

This **MEMORANDUM OF UNDERSTANDING** is entered at Bangalore on this **7th** day of February **2015**

between

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA (Statutory Body under an Act of Parliament)- (hereinafter referred to as "ICAI"), **Headquarters: CMA Bhawan, 12, Sudder Street, Kolkata-700016** represented by its **President**

hereinafter called the **PARTY OF THE FIRST PART,**

AND

CMR UNIVERSITY, Bangalore, established under CMR University Act 2013 and notified by Government of Karnataka (No. ED 91 UNE 2013 dated 12 Nov 2013), promoted by CMR Jnanadhara Trust, which has over 20 years of Experience in Academic Excellence & Leadership, and having its office at **Bangalore** at # 2, 3rd 'C' Cross, 6th 'A' Main, HRBR Layout, 2nd Block, Kalyana Nagar, Bangalore-560043, (hereinafter referred to as "CMR University" or "CMRU") and represented by its **Vice Chancellor** (which expression shall include its representatives, successors and assignees),

hereinafter called the **PARTY OF THE SECOND PART,**

It is effective upon signing and shall remain in effect for a period of five years or until termination by either party with 30 days written notice whichever is earlier. This agreement may also be extended/modified at the end of the fifth year after review and need is felt for extension of the agreement. *

ICAI and CMRU Memorandum of Understanding (MoU)

This memorandum of understanding is designed to reflect the understanding between **CMR UNIVERSITY, Bangalore** and **THE INSTITUTE OF COST ACCOUNTANTS OF INDIA - under supervision of Headquarters of the Institute coordinating through its constituted offices.**

Following the successful co-operation between the two institutions hereby confirm their wish to the Memorandum of Understanding on education, training, skill development programs and research collaborations. Both institutions agree to the development of joint activities to address issues of mutual interest designed to foster and promote collaboration in the field of education, training research and projects training scholarship through the following activities to promote Micro, Small & Medium enterprises in the country.

The parties to this Memorandum have the following common objectives:

1. To assure right delivery of the quality services at the appropriate time by the competent resource persons to the stakeholders;
2. To assure the application of services in a systematic way to have fruitful benefits to the stakeholders, and
3. To ensure always effective and efficient services for welfare and benefit of the stakeholders.
4. To offer Collaborative / Integrated Education Programs, Innovative Teaching Techniques, and undertake Research Projects, Publications and Academic Interventions of mutual interest and competency

WHEREAS,

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:-

1. Scope : Area and Method of Co-operation.

The area of co-operation includes any programme offered by either of the participating parties determined to be desirable and feasible for developing co-operative relationships.

ICAI and CMRU Memorandum of Understanding (MoU)

The methods of co-operation include, subject to availability of funds and the approval of each institution, research, training and academic activities or collaborative / Integrated / Joint programs such as :-

- a) **To integrate and implement the curriculum of ICAI on selected areas for the UG (viz., B.Com. Hons, B.Com, BBA) & PG (M.Com & MBA) students of CMRU**, to prepare the candidates for Foundation and Intermediate exam of ICAI and as a value-added learning to PG students.
- b) To undertake **joint research projects and joint publications** of scientific papers and educational materials resulting from the collaboration. in CMA (Cost & Management Accountants) Profession in general and **in the emerging areas of Financial Management, Cost Accounting and related disciplines** and with special reference to Innovative teaching techniques, Industry Integrated Education and best practices in Higher Education..
- c) To **implement internships / summer projects / project work / practical learning etc.** including exchange programs and fellowships for the students of CMRU and ICAI will support CMRU through its Regional Council and ICAI Banaglore Chapter.
- d) To organize and co-hosting of lectures, meetings, **Seminars / Conferences / Symposia / FDPs (Faculty Development Programs) / MDPs (Management Development Programs) / Trainings**, etc. on subjects / domains of mutual interest for the faculty, students & academic fraternity, and CMA Professionals at large.
- e) **CMR University will accord recognition of CMA Qualification as Post-Graduate Degree for pursuing Ph.D. at CMRU.** CMR University proposes to exempt Course work in domain area related to research, in case the candidate has registered for Ph.D. in Financial Management, Cost & Management Accounting and related areas. It also includes development of joint Ph.D programs for research scholars, when required.
- f) **ICAI to support CMRU in sourcing the practicing Cost & Management Accountants (CMAs)** in Bangalore / from other parts of India, to involve as Adjunct / Visiting Faculty to make distinct & unique education programs at CMRU.



ICAI and CMRU Memorandum of Understanding (MoU)

- g) To provide opportunity to the Engineering (BE / B.Tech) students to take-up Cost Engineers Program, in collaboration with ICAI
- h) To impart the oral coaching center for conducting Training programs on Cost & Management Accounting Programs.
- i) To provide free of cost training programs & workshops on cost & management accounting.
- j) To exchange of materials, publications and other information, within limits of legal rules and regulations.
- k) To make Joint applications for funding for collaborative projects from relevant funding agencies.
- l) To collaborate in other areas that foster research training and educational co-operation.
- m) Both ICAI and CMRU shall mutually agree to use other party's name, logo, co-designed knowledge with suitable citations and acknowledgements. This would help in creating awareness of the programme.

The scope of coverage of above areas or activities will be applicable to the UG / PG students & Research scholars, faculty & academic fraternity of CMR University and CMR Group of Institutions (CMRGol), Bangalore.

Terms of each activity or program including budget for each program and activity, shall be discussed and agreed upon in writing by both parties prior to the initiation of the particular program or activity. All terms shall be negotiated on a mutual basis and documented in a project or program agreement. Such joint programs and resulting agreements shall specify the specific responsibilities and obligations of each party.

2. Terms of Co-operation

a) Length of Agreement

This Memorandum of Understanding will remain in force for a period of five years. Visiting participant/resource persons not limited to travel and comprehensive medical insurance coverage. The host institution cannot be responsible for any damages suffered or caused by a visiting participant.



ICAI and CMRU Memorandum of Understanding (MoU)

- b) Visiting participants/resource persons will abide by the institutional policies, procedures and regulations by which the host Party abides and by the local laws.

c) Accountability

An activity report shall be submitted on an annual basis by the designated co-ordinators to each party and appended to this agreement.

d) Amendments

Any amendment to the Memorandum of Understanding will require written approval of each of the parties. After the initial five year period, this Memorandum of Understanding may be renewed by mutual consent.

- e) If during the operation of MoU, circumstances may rise which call for alteration / modification to this MoU, such alteration / modification shall be mutually discussed and agreed upon in writing with the approval of the appropriate authority of "CMR University", and ICAI. Such changes will be formalized in writing as an 'Addendum' to this MoU.

f) Intellectual Property Rights

Both the parties to the MoU shall honour the Intellectual Property Rights on such intellectual properties developed by either of the parties. However, at mutually agreed terms they may be shared for the greater benefit of its stakeholders.

g) Termination

Either party reserves the right to terminate this Memorandum of Understanding upon 30 days written notice. Any program or activity that has already commenced shall be completed to the best of both parties.

h) Language

This agreement is created in duplicates in English, each of those duplicates being deemed original.

i) Signature

Two signed originals of this Memorandum of Understanding will be produced, one to reside with each party.

- j) This MOU shall not create any legal obligation on either party and a separate agreement shall be entered into between the parties of this MOU in respect of execution of the work agreed under this MOU.



ICAI and CMRU Memorandum of Understanding (MoU)


k) Settlement of any legal disputes arising out of this MoU shall be under the jurisdiction of Kolkata High Court.

l) The above MOU is valid for five years from the date of signing .

CMR UNIVERSITY (University established by an Act of State), Bangalore, and THE INSTITUTE OF COST ACCOUNTANTS OF INDIA, (Statutory Body under an Act of Parliament), Headquarters: CMA Bhawan, 12, Sudder Street, Kolkata - 700016 hereby agree to all of the above and enter into a joint agreement until such time that either party shall amend or review the said agreement in writing.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SIGNED ON THIS DAY, MONTH AND YEAR ABOVE MENTIONED.

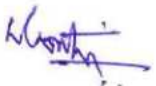
PARTY OF THE FIRST PART
**The Institute Of
Cost Accountant Of India (ICAI)**


**CMA Dr. A. S. Durgaprasad
President**

Seal:



WITNESSESS


1. CMA D.L.S. SRESTHI
Chairman, T&EF Committee


2. CMA CHIRANJIB DAS
Joint Director, Head - Academics Dept
Secretary, T&EF Committee

PARTY OF THE SECOND PART
CMR University (CMRU)

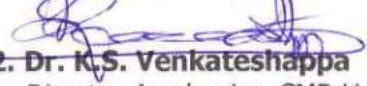

**Dr. Anand K. Joshi
Vice Chancellor**

Seal:



WITNESSESS


1. Dr. Praveen R
Registrar, CMR University


2. Dr. K.S. Venkateshappa
Director-Academics, CMR University


3. Dr. B.S. Patil
Director-Centre for Research & Consultancy
CMR University

Memorandum of Understanding (MoU)

Between

IT-ITeS Sector Skills Council NASSCOM

And

CMR University

For

**Integration of 'Global Business Foundation Skills'
(GBFS) Courseware in B.Com, BBM & M.Com
Programs**

PRAVEEN R





THE MoU WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. Objective of the MoU

To introduce the Global Business Foundation Skills (GBFS) courseware developed by NASSCOM / SSC NASSCOM in **CMR University's B.Com. BBM and M.Com. programs.**

2. Period of MoU

This MoU shall come into force on 7th May 2014 and shall be valid for 3 years, but is open to mutual revision annually.

3. Scope of Work

CMR University (and its affiliated colleges) agrees to integrate and teach the GBFS courseware in the **CMR University's B.Com. BBM and M.Com. programs**, in order to enhance student employability.

4. Responsibility of SSC NASSCOM / NASSCOM

- NASSCOM member companies constituting the GBFS Industry Council (henceforth referred to as the 'Council'), will support the integration of the GBFS program, both curricula and content, in the curriculum of **CMR University's B.Com. BBM and M.Com. Programs**. IP for the GBFS program's content and courseware will lie with SSC NASSCOM / NASSCOM.
- Facilitate, via the authorized assessment agency (on a chargeable basis), administration of NAC (NASSCOM Assessment of Competence), both pre and post GBFS training.
- Provide guidelines/recommendations w.r.t. related aspects of the GBFS program such as faculty selection for TTT, student selection, infrastructure for training and for the test, etc.
- NASSCOM / SSC NASSCOM shall have the right to review and audit the conduct of GBFS training sessions at "CMR University" and its affiliated colleges, primarily for feedback regarding the quality of the training sessions, any amendment to the program's design, and also to track the number of students undergoing the program.
- NASSCOM / SSC NASSCOM shall conduct 'Train-the-Trainer' program for college faculty involved in this project. Only faculty thus trained will be able to train students on the GBFS program, timelines for which are to be mutually agreed upon.

PRAVEEN R


CMR University
2, 3rd 'C' Cross, 6th A Main Road,
2nd Block, HSRP



5. Responsibility of CMR University

- Integrate, in totality, the GBFS courseware in the first year of its **B.Com. BBM and M.Com.** programs.
- Conduct NAC (NASSCOM Assessment of Competence), which is an integral part of the GBFS program. NAC is conducted, both pre and post the GBFS training.
- Provide infrastructure, both for GBFS training and for the NAC assessment (basis the guidelines issued by NASSCOM / SSC NASSCOM).
- GBFS structure, in its delivery model, may scope multiple modes of content dissemination, not limited to hard copy, digital content, e-content etc.
- Mobilize trainers/faculty to undergo the 'Train-The-Trainer (TTT)' program, to be facilitated by NASSCOM / SSC NASSCOM.
- For the duration of the TTT, address the travel, boarding and lodging of their own college faculty undergoing the TTT.
- Facilitate teaching-learning support for pursuance of the said courses to enhance student employability.
- GBFS courseware is not to be shared with any 3rd party, except when required for its intended use, as defined above..

6. Placement

NASSCOM partner companies shall have the first right to offer employment to the eligible candidates at any time during or after completion of the course concerned.

7. Trademark

The parties agree that NASSCOM logo, as shared by NASSCOM, shall be used in all promotion documents only post formal approval of the content concerned by NASSCOM.

8. Intellectual Proprietary rights in NASSCOM material

- The proprietary rights in relation to the material provided w.r.t. GBFS shall rest with NASSCOM/SSC NASSCOM, however "CMR University", shall have the right to use the course material in

PRAVEEN R

accordance to the terms of this MoU post consultation and approval from NASSCOM / SSC NASSCOM

- NASSCOM is the owner of all the intellectual proprietary rights with regard to the training material thus developed (teacher & the taught), and neither this MoU nor the training material shall directly or indirectly create for "CMR University", its affiliated colleges any right, title or interest therein.
- "CMR University", acknowledges and agrees that NASSCOM owns all rights, title/s and interest in NASSCOM/SSC NASSCOM training material/s, including, without limitation, all intellectual property rights and goodwill therein. "CMR University", will not delete or alter in any manner the copyright, trademark and other proprietary rights, notices etc. appearing in the training material.

9. Jurisdiction and Arbitration

- In the event of any dispute or difference between the Parties hereto, the courts in Delhi alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Delhi as mutually decided at that time for this purpose.
- Any dispute arising about any aspect of the MoU shall be settled through mutual consultation and agreement, by the Parties to this MoU. In case a settlement is not arrived at, the dispute/s will come under the purview of the Arbitration and Conciliation Act, 1996 of India and the area of jurisdiction will be Delhi as mutually decided at that time.

10. Termination

- Either Party shall have the right to terminate the MoU, if the other Party commits a material breach of any of the terms and conditions of the MoU concerned and fails to rectify the same within 30 days of being requested to do so.
- In the eventuality of termination or non-renewal of MoU on expiry of MoU, it would be the responsibility of "CMR University", to complete and provide its services to all students admitted as per the regulation of "CMR University", for the 'Program/ Course'. In such an eventuality, "CMR University", will continue to use the learning material for students already enrolled for the 'Program', subject to the official intimation of the anticipated day of closure.

11. Amendment of the MoU

If during the operation of MoU, circumstances may rise which call for alteration / modification to this MoU, such alteration / modification shall be mutually discussed and agreed upon in writing with the approval of the appropriate authority of "CMR University", and NASSCOM/SSC NASSCOM. Such changes will be formalized in writing as an 'Addendum' to this MoU.

PRAVEEN R

CMR University



12. Force Majeure

Notwithstanding anything contained elsewhere in the contract, NASSCOM/SSC NASSCOM shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure

13. Dispute resolution

The contents of this MOU shall be governed by the laws of India and that any dispute arising under this Agreement shall be resolved amicably through mutual discussions held between the senior officials designated respectively by the Parties.

This MoU is prepared as two originals (one for NASSCOM/SSC NASSCOM and one for "CMR University" and comes into force on the day written in the doc and when both Parties have signed it.

CMR University

Signature

Name: **Dr. Anand K. Joshi**
Title: **Vice Chancellor**

Address: #2, 3rd 'C' Cross,
6th 'A' Main, HRBR Layout,
2nd Block, Kalyana Nagar,
Bangalore-560043,

Seal

Dr. Anand .K. Joshi
Vice Chancellor
CMR University
Bangalore-560 043

NASSCOM / SSC NASSCOM

Signature

Name: **Dr. Sandhya Chintala**
Title: **Vice President – NASSCOM &
Executive Director-SSC NASSCOM**

Address: 4E – Vandana Building
4th Floor,
11, Tolstoy Marg
New Delhi -110001

Seal



MEMORANDUM OF UNDERSTANDING

This legally binding Memorandum of Understanding (hereinafter referred to as the "**MOU**") is made and executed on the 30th August 2016 **BY AND BETWEEN:**

1. **CMR UNIVERSITY**, Represented by its Registrar (established by an Act of State) with its administrative office at No.2, 3rd C Cross, 6th A Main, 2nd Block, HRBR Layout, Kalyan Nagar, Bangalore - 560 043 is established and incorporated as a University under an Act of Karnataka State and notified [hereinafter referred to as "**CMRU**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns] of the **FIRST PART**;

AND

2. **M/s. NICT Computer Education Pvt. Ltd**, Represented by its Managing Director, Mr. P.S. Kiran Kumar having its corporate office at #791, 9th Main, 4th Block, Jayanagar, Bangalore-560 011. [hereinafter referred to as "**NICT**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns] of the **SECOND PART**.

WHEREAS:

- A. CMRU is a university entitled to offer education programs and corporate education programs and award Degrees/Diplomas/Certificate across various faculties;
- B. **M/s. NICT Computer Education Pvt. Ltd** approached CMRU that it has the requisite expertise to provide educational programs in the Business Management Solution Software Tally.ERP 9 as a Knowledge Partner.
- C. CMRU has represented to M/s. NICT Computer Education Pvt Ltd. that it has the requisite competency, permissions, wherewithal and is entitled to offer Graduate, Post Graduate and Certificate programs in accordance with CMR University Act, Notification of the Government of Karnataka and also as per UGC Act 1956;
- D. CMRU proposes to offer the course Tally.ERP 9 from the academic year 2016-17 and NICT has represented to take the responsibility for content, curriculum, faculty recruitment [subject to approval of CMRU] teaching, internal and continuous evaluation etc. as necessary to run a successful course. NICT has agreed to offer the services to CMRU under this MOU subject to the terms and conditions set out in this MOU.

Page 1 of 14



For CMR University



For NICT and Tally Institute of Learning

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREINAFTER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITION:

- 1.1. **"Working Day"** means a day on which CMR University is open for normal functioning;
- 1.2. **"CMRU Campus"** means an education center as part of the CMR University that can be utilized to conduct the programs;
- 1.3. **"Confidential Information"** means any and all in relation to each Party (for the purposes of this definition, the **"Disclosing Party"**) means:-
 - 1.3.1. all information relating to or used by the Disclosing Party, including know-how, trade secrets, ideas, marketing strategies and operational information documents, databases, files, reports, drawings, plans, sketches, equipment and the like related to or concerning past, present or future research, development, business activities or affairs, finances, properties, methods of operation, processes and/or systems of the Disclosing Party;
 - 1.3.2. all information concerning the administrative affairs (including programs, services, students and suppliers) or property of the Disclosing Party; and/or
 - 1.3.3. any and all algorithms, routines, source code, software programs, export programs, computer processing systems and techniques employed or used by the Disclosing Party and any related items such as specifications, layouts, flow charts, manuals, instruction books and other like documentation together with all data and know-how, technical or otherwise, including functions and/or enhancements thereof; and/or
 - 1.3.4. any other information disclosed by or on behalf of the Disclosing Party (including information disclosed by or on behalf of its Affiliate), including any such information made available to the Disclosing Party by any Third Party in connection with the performance of this MOU, including without limitation in respect of any information of its Affiliates, Students etc., but excluding any information:-
 - 1.3.4.1. which is publicly known;
 - 1.3.4.2. which is disclosed to the other Party without restriction by a Third Party and without any breach of confidentiality by the Third Party; or

- 1.3.4.3. *which is developed independently by the other Party without reliance on any of the Disclosing Party's Confidential Information;*
- 1.3.4.4. *which is or which becomes generally available to the public, other than as a result of disclosure by the Receiving Party;*
- 1.4. **"Course"** means a course of study under the Program delivered face-to-face and/or online or under any other mode of instruction to the Students pursuant to this MOU;
- 1.5. **"Courseware"** means without limit any Course material or method, any educational aid or device or method or any other tangible expression in print or electronic form relevant thereto offered to the Students which is not plagiarized;
- 1.6. **"Disclosing Party"** means a Party to this MOU which discloses any Confidential Information to the other Party to this MOU;
- 1.7. **"Faculty"** means a Course facilitator deployed and authorized by NICT Computer Education who is competent as certified by CMRU, in delivery of the Courses mentioned under the Program and includes the core faculty of CMRU;
- 1.8. **"Intellectual Property Rights or Intellectual Rights"** means the exclusive rights in all present and future inventions, registered designs, design rights, format rights, database rights, copyrights, rights in mask works, trade mark, service mark, application to register any of the aforementioned rights, rights in the nature of any of the aforementioned rights, trade secrets, rights in unpatented know-how, right of confidence and any other intellectual or industrial property rights of any nature whatsoever recognized in any part of the world, [including but not limited to, rights in computer software], know-how and trademarks [whether registered or not] including but not limited to the archival rights and the goodwill therein and applications for any of the same and any right or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world in various formats and mediums;
- 1.9. **"Partner Fee"** means the FEE payable to NICT by CMRU; Rs.1800/- + Service Tax per student.
- 1.10. **"Party"** means CMRU or NICT Computer Education individually;
- 1.11. **"Parties"** means CMRU and NICT Computer Education collectively;
- 1.12. **"Course"** means and includes the Courses presently mentioned in the Annexure-I, or those that may be subsequently added by the Parties hereto by mutual consent;



- 1.13. *"Course Fee" means the fee paid per year by each Student for undergoing any Program;*
- 1.14. *"Receiving Party" means the Party to this MOU which receives any Confidential Information from the other Party to this MOU;*
- 1.15. *"Student" means the student enrolled with CMR University for undergoing any Program;*
- 1.16. *"Territory" means the territory within the geographical boundaries of the state of Karnataka;*

2. SCOPE:

- 2.1. *NICT Computer Education may conduct the Course by utilizing the CMRU Campus or its constituent campus as appropriate and by utilizing the Courseware and Faculty of NICT for delivery of the Course.*
- 2.1.1. *CMRU shall transfer Partner Share Fees within (7) seven Working Days after the commencement of the classes for the course;*
- 2.1.2. *CMRU while transferring the Partner Share Fee shall deduct Income-Tax, as per the provisions of the Income-Tax Act, 1961.*

3. COVENANTS OF THE PARTIES:

3.1. Covenants of CMRU:

- 3.1.1. *It shall list Institute of Tally Learning and NICT Computer Education as a knowledge partner at appropriate places on brochures, websites etc. for the Program.*
- 3.1.2. *It shall ensure the legal validity of the course.*
- 3.1.3. *Program director and Program co-ordination team will be assigned for monitoring Program execution and quality assessment.*
- 3.1.4. *Campus infrastructure along with auditorium, whenever required. Classroom and campus infrastructure will be available to students in its program outside working hours as needed*

- 3.1.5. *State of the art classrooms and unrestricted access to Library for the Students and for NICT's use. Classroom, labs and campus infrastructure will be available to students in its course outside working hours as needed.*

3.2. ***Covenants of NICT***

- 3.2.1. *It shall determine the size of batches of the Students and communicate the same to CMRU.*
- 3.2.2. *It shall govern the entire process of the course design in accordance with CMRU Program regulation, teaching learning process, effective classroom management, internal and continuous evaluation, grade and other academic processes necessary to run the course. These shall be shared with CMRU in advance for approval by the Board of Studies and Academic Council of the CMRU.*
- 3.2.3. *NICT shall also provide the details of the faculty members for the records of CMRU.*
- 3.2.4. *It shall award co-branded duly authenticated certification from Tally solution.*

4. ***GRANT OF LICENSE***

- 4.1. *CMRU hereby further grants to NICT during the term hereof a royalty free, an exclusive, revocable license and right to use logo, slogans, name, service mark of CMRU in promoting the Course. NICT shall be entitled to use the logo, slogans, vision statement, name and service mark in its promotional materials for the sole purpose of promoting the course and to make public announcements. Any such printed or electronic promotion material shall have the official consent of the CMRU before its publication, to avoid violation of regulatory laws and thereby punitive action from the regulators.*

5. ***COST AND CONSIDERATION:***

- 5.1. *The Course fee for future identified Course shall be fixed by CMRU after consultation with NICT Computer Education. The same shall be recorded and approved in writing by the representatives of CMRU and NICT Computer Education. The Course fee for all existing and future courses will be revised from time to time by CMRU in consultation with NICT to account for inflation and increased costs.*
- 5.2. *The Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MOU.*



6. SUPPORT:

- 6.1. *CMRU shall appoint a one point contact for providing support to NICT during conduct of the Program.*
- 6.2. *Such one point contact of CMRU shall handle and solve the queries raised by the NICT operations team via e-mails or social networking or any other way which may be beneficial or in the interest of the Students.*
- 6.3. *CMRU shall provide all the necessary support and assistance, wherever possible with its contacts to NICT for promoting the courses.*
- 6.4. *NICT will take sole responsibility for any support related activities regarding the course directly.*
- 6.5. *NICT shall execute Course design, international tie ups, marketing and branding, Course delivery and teaching, delivery schedule and monitoring, assessment and evaluation and internships/projects, in accordance with Regulations of the CMRU.*
- 6.6. *The Engagement Model in support for the execution of the course and the responsibilities of both the parties are listed in Annexure-II*

7. INTELLECTUAL PROPERTY RIGHTS:

- 7.1. *CMRU acknowledges and agrees that the ownership over all Intellectual Property in the content of the Courseware to be provided by NICT Computer Education to the Participant under the course shall solely and exclusively belong to NICT.*
- 7.2. *In the Course of performance of the obligations by the Parties under this MOU, if any Intellectual Property is jointly developed by the Parties, each Party shall have equal right to use such Intellectual Property for their respective purposes unless otherwise agreed between the Parties before the commencement of such development.*

8. TERM, RENEWAL AND TERMINATION:

- 8.1. *This MOU is valid and shall remain in effect for three [3] years from the date of this MOU and may be renewed upon the mutual agreement of the Parties, such renewal to be expressly agreed in writing by both Parties before the end of the initial three (3) year period.*

For CMR University

For NICT and Tally Institute of Learning

- 8.2. *Either Party may terminate this MOU by giving three (3) month's written notice to the other Party. Notwithstanding the expiry or the earlier termination of this MOU, the obligations of the Parties in any definitive agreement that is negotiated and executed in accordance with as a legally binding contract shall survive and remain binding on the Parties in accordance with the terms of that agreement.*
- 8.3. *The termination or expiration of this MOU shall not affect or impair the rights of CMRU to meet the academic demands of the Program on its own or through an alternative knowledge partner.*

9. CONSEQUENCES OF TERMINATION:

- 9.1. *Upon termination CMRU shall immediately proceed with preparing a true and proper reconciliation statement of accounts and the same will be completed within a period of ten (10) calendar days. Contemporaneously, CMRU will without contestation or demur pay all sums due to NICT Computer Education.*
- 9.2. *Both Parties shall immediately cease to directly/ indirectly operate the license granted under this MOU. Further, the license granted shall stand cancelled forthwith and all claim, interest, or privilege granted shall revert automatically to the Party that conferred the same without any further act or action on the part of the Parties.*
- 9.3. *CMRU and NICT shall immediately cease to use the name of each other in all advertising or promotional material and specifically all mention of NICT or CMRU in their catalogues, brochures, marketing material, website etc.*
- 9.4. *All Courseware, teaching aids, Confidential Information etc. prepared by NICT for the Course shall forthwith be returned to NICT and CMRU shall not maintain any copies of the same in any mode, medium or format.*

10. CONFIDENTIALITY

- 10.1. *Receiving Party shall treat Confidential Information of the Disclosing Party with at least the same degree of care as Receiving Party uses for its own Confidential Information, and in any event not less than reasonable care, and shall not use, disclose, commercially exploit, duplicate, copy, transmit or otherwise.*

11. WARRANTIES OF CMRU TO NICT Computer Education:

11.1. CMRU hereby represents and warrants to NICT that:

- 11.1.1. The Government of Karnataka notified the CMR University Act, 2013 in Karnataka State Gazette Notification dated 16th May, 2013, The Govt. of Karnataka, Higher Education Department vide its Notification No. ED 91 UNE 2013, dtd. 12-11-2013 has accorded its approval to the promoting body CMR Jnanadhara Trust, No.2, 3rd C Cross, 6th A Main Road, 2nd Block, HRBR Layout, Kalyan Nagar, Bangalore- 560 043 in accordance with Sec.4(2) of CMR University Act 2013, to establish and commence a Private University in the name and style "CMR University" at Bangalore.
- 11.1.2. Its execution and delivery of this MOU, consummation of the transactions contemplated hereunder, and performance of or compliance with the terms and conditions thereof, will not conflict with its organizational documents and will not result in a breach of, or constitute a conflict or default under, any material contract, MOU or instrument to which it is a party or by which its assets are bound.

12. MUTUAL REPRESENTATION AND WARRANTIES:

- 12.1. This MOU is being executed by the Parties hereto on the basis of their representations and warranties given to each other, including that:-
- 12.1.1. They are fully authorized and entitled to enter into this MOU and are not subject to any obligation or disability which will or might prevent them from complying with and performing all the conditions and obligations to be complied with and performed under this MOU;
- 12.1.2. The Persons executing this MOU on its behalf have express authority to do so, and, in so doing, bind the Party thereto. Further, the performance of this MOU has been duly authorized by all necessary corporate action and this MOU is a valid and binding obligation of such Party, enforceable in accordance with its terms;
- 12.1.3. They will not incur any liability on behalf of, nor pledge the other Party's credit without its prior written approval; nor will they assign this MOU in any manner whatsoever;
- 12.1.4. They will not do anything that would affect or cause any warranty, representation or undertaking by them to be or become untrue or incapable of being fulfilled;



- 12.1.5. *They will not at any time do anything detrimental to the other Party, nor will they indulge in any activity or participate in any transaction which is likely to jeopardize, restrict or diminish the marketability, feasibility of this MOU, nor will they do any act, matter, deed or thing during the term of this MOU which is prohibited by or which is contrary to the provisions of any applicable law, or that is in any manner prejudicial to the interests of each other;*
- 12.1.6. *They have not and will not violate or infringe the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trade mark, copyright or patent rights and shall not violate any applicable law;*
- 12.1.7. *They have not and will not use/copy, trademarks, service marks, any tag line, any text, photos, pictures, images, brand logo, labels, trade dressing, product, services, operation, business and customers of the other Party without its prior written permission, which permission shall not be unreasonably withheld;*
- 12.1.8. *They will diligently safeguard and treat as Confidential Information all technical, commercial, economic, regulatory and business information which may come to their knowledge by virtue of this MOU;*
- 12.1.9. *They will at all times perform their duties and obligations herein to the best of their abilities;*
- 12.1.10. *They will provide the other Party with such information and/or assistance as is reasonably required by the other Party for the performance of its obligations under this MOU;*
- 12.1.11. *They will continue to have all the necessary experience, expertise, ability, infrastructure, personnel and wherewithal during the Term of this MOU to fulfill all their obligations under this MOU;*
- 12.1.12. *They have carefully reviewed this MOU and have consulted with such advisors as they consider appropriate in connection with this and are not subject to any covenants or restrictions, including without limitation any covenants or restrictions which would be breached or violated by entering into this MOU;*
- 12.1.13. *They have obtained all necessary approvals, consents, licenses and authorizations to enter into this MOU and to perform and carry out its obligations hereunder.*

For CMR University

For NICT and Tally Institute of Learning

13. ASSESSMENT

- 13.1. NICT Computer Education will update CMRU on the performance and the progress of each Student semester wise and resubmit all the documents and performance reports to CMRU for the consideration of the appropriate authorities of CMRU.

14. CERTIFICATION

- 14.1. The Student who has successfully completed the Course of study as per the regulations shall be certified to have completed the Course. The certificate of Merit would be awarded by the Institute of Tally learning on the successful completion of the course.

15. MISCELLANEOUS PROVISIONS:

- 15.1. **Dispute Resolution:-** Any dispute or difference of any nature whatsoever arising out of or in relation to this MOU on any manner incidental thereto or any claim, cross-claim, counter-claim or set off regarding any right, liability, act or omission of any of the Parties hereto shall be referred Arbitrator. Such arbitration shall be held at Bangalore. Language of arbitration proceedings shall be in the English Language.
- 15.2. **Entire MOU:-** This MOU set forth the entire understanding between the Parties as to the subject-matter of this MOU and supersedes all prior or simultaneous representations, discussions, and negotiations whether oral or written. This MOU may be amended or supplemented only by a writing that is signed by duly authorized representatives of both Parties.
- 15.3. **Governing Law and Jurisdiction:-** This MOU shall be governed by and construed with solely in accordance with the laws of India, including formation and interpretation. Any proceedings arising out of or in connection with this MOU shall be brought only before the Court of competent jurisdiction in Bangalore
- 15.4. **Notices:-** Any notice provided for or permitted under this MOU will be treated as having been given when
- 15.4.1. delivered personally,
- 15.4.2. sent by confirmed telecopy,
- 15.4.3. sent by commercial courier with written verification of receipt, or



- 15.4.4. mailed postage prepaid by certified or registered mail, return receipt requested, to the Party to be notified, at the address NICT Computer Education forth below or at such other place of which the other Party has been notified in accordance with the provisions of this Clause. Such notice will be treated as having been received upon actual receipt or (3) three days after posting whichever is earlier. For the purposes of this MOU, the respective addresses of the Parties are set forth below:

NICT Computer Education	CMRU
Name: Kiran Kumar P S	Name : Dr. Praveen R
Designation: Managing Director	Designation: Registrar
Address: at #791, 9th Main, 4th Block, Jayanagar, Bangalore-560 011	Address : No.2, 3 rd C Cross, 6 th A Main, 2nd Block, HRBR Layout, Kalyan Nagar, Bangalore -560 043
Phone: Mobile: +917676212345	Phone:080-25426977/88 Fax No: 080-25427840
E-mail:kirankumar@nicteducation.com	E-mail: registrar@cmr.edu.in





Either Party may change its address/phone no. /fax no. /e-mail ID by giving written notice of (15) fifteen days to the other Party.

- 15.5. **Severability:** - If any provision of this MOU is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same effect as the original provision and the remainder of this MOU will remain in full force.
- 15.6. **Survival:** - The provisions of Clauses 7, 9, 10, 11, 12, 13 and 15 shall survive the termination or expiry of this MOU.
- 15.7. **Waiver:** - No term or provision hereof will be considered waived and no breach excused by either Party, unless such waiver or consent is in writing signed by or on behalf of both the Parties.

For CMR University

For NICT and Tally Institute of Learning

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and the year first above written.

For NICT Computer Education Pvt. Ltd		
Signature		Witness Signature 
Name	Kiran Kumar P S	Name: Mr. Jose K J
Designation	Managing Director	Designation: Regional Manager, Tally Education Pvt.Ltd.
Date	30.08.2016	Date: 30.08.2016
Place	Bangalore	Place: Bangalore
For CMR UNIVERSITY		
Signature		Witness Signature 
Name :	Dr. Praveen R	Name: Dr. Geetha M. Rajaram
Designation :	Registrar	Designation: Director, School of Economics & Commerce and School of Management
Date	30.08.2016	Date: 30.08.2016
Place	Bangalore	Place: Bangalore

Annexure-I

[Details of Course – Refer Clause # 1.12]

Additional programs may be proposed from time to time with the approval of CMRU.

Sr. No.	Particulars of the Programs	Name of the Programs	Duration	Fees
1.	Under Graduate Program	BCOM (Honours) – V Semester	30 Hours	
2.	Under Graduate Program	BBA - V Semester	30 Hours	

Note:

1. The course is a part of the V semester BCOM (Honours) and BBA curriculum for two (2) credits.
2. The course Fee shall be payable by the student before the commencement of the academic session of the year.
3. Both the Parties shall incur the expenses for discharge of these responsibilities under the MOU.
4. The eligibility criteria shall be specified by the CMRU.
5. Fees are subject to change based on circumstances but will be fixed in consultation with CMRU

Annexure - II

Engagement Model:

We propose to collaborate with CMR University to market and deliver the proposed course from the University campus located in Bangalore. As a part of joint collaboration effort, **NICT Computer Education Pvt. Ltd.** proposes the following arrangement of responsibilities:

1. NICT Computer Education Pvt. Ltd. responsibilities:

a. Delivery:

- i. Depute requisite number of teaching staff on University campus to deliver the course.
- ii. Work within the University norms on delivery of the program.
- iii. Work with the examination cell of the University to conduct timely examinations and all relevant activities associated with the evaluation process.

2. CMR University responsibilities:

a. Academics:

- i. Approval for the course for BCOM (Honours) and BBA programs in the University Campus.
- ii. Guidance for running the programs within UGC norms.

b. Infrastructure:

- i. Providing required number of classrooms and delivery facilities as mentioned below.
- ii. Providing with computer lab of teaching the course.
- iii. Providing for power and back up requirements for smooth function of the course.

Extension of the MoU

Pursuant to the clause 15 of the MoU dated 5th March 2015 made between:

ISDC and CMR University

Both parties have agreed to extend the relationship and understanding for a further period of Three years from 5th March 2018.

Each party hereby confirms its agreement to the terms contained in the MoU signed on 5th March 2015 (with minor modifications as specified in Annexure I of this MoU) for the extension period of 5th March 2018 to 5th March 2021.

On behalf of CMR University



Dr. Praveen R
Registrar

On behalf of ISDC



Mr. Daya Murthy
Head – Institutional Partnerships

IN WITNESS WHEREOF, the parties hereto have caused this Extension to the MoU to be executed as of the first date set forth above.

On this 5th day of March 2018.

Witness:



Dr. Srinivas KT
Associate Professor
School of Economics and Commerce
CMR University



Kannan S
Regional Sales Manager- Business Development
ISDC

Annexure I

Modifications in Existing MoU signed by CMR and ISDC on 5th Day of March in the Year 2015

Pursuant to the clause 15 of the MoU dated 5th March 2015 made between:

ISDC and CMR University

Both parties have agreed to extend the relationship and understanding for a further period of Three Years from 5th March 2018.

Each party hereby confirms its agreement to the terms contained in the Original MoU except the clause below for the Extension Period.

The Parties agree with effect from the date of this extension the Original MoU shall be varied as follows: -

Page no. 1, para 2 to be read as:

ISDC Projects India Pvt. Ltd', in the place of ISDC Services India Pvt. Ltd, trading as ISDC – International Skill Development Corporation, which is Registered under the Indian Companies Act 1956 (hereinafter referred to as 'ISDC'), and having its Regional Office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka – 560 052 represented by its Executive Director, hereinafter referred to as the First Party,

Page no. 2, Section b to be read as:

Both the parties are interested in associating with each other in developing, promoting and delivering the B.Com. (Hons.) in International Accounting and Finance which incorporates ACCA Curriculum and B.Com.(Hons.) in Risk and Management Accounting which incorporates CIMA Curriculum as the Undergraduate programs of CMR University. However, in case of any conflict the standards laid down by the Second Party shall always be final.


Page no. 3, Clause 8 to be read as:

The students enrolled for B.Com. (Hons.) in International Accounting and Finance and B.Com. (Hons.) in Risk and Management Accounting are given the opportunity to attend the examinations of Certificate in IFRS of ACCA as a part of their program and no additional fee shall be applicable for the same other than examination fees.

Page no. 3, Clause 9 to be read as:

All responsibilities regarding registration of the students with ACCA/CIMA should be dealt with by the First Party, with a minimum of 60 for Bachelors of Commerce (Honours) in International Accounting and Finance (ACCA integrated) and 60 for Bachelors of Commerce (Honours) in Risk and Management Accounting (CIMA Integrated) from Academic year 2018-2019. The students have to follow the Rules and Regulations of ACCA/CIMA to appear the examination and pursue the qualifications. However, their examination is conducted by external third party independently.

Page no. 4, Clause 10 cancelled and subsequent clauses numbers are revised accordingly i.e. in place of clause 11 to 21 the new clause will be 10 to 20.


PRAVEEN R

Page no. 4, Clause 12 (Now Clause 11) to be read as:

- a. The second party, upon payment of fees by the students opting B.Com. (Hons.) in International Accounting and Finance which incorporates ACCA Curriculum and B.Com.(Hons.) in Risk and Management Accounting which incorporates CIMA curriculum programmes, shall pay to First Party the following:

Time of Payment	B.Com. (Hons.) in International Accounting and Finance	B.Com.(Hons.) in Risk and Management
Before the 1 st Year Class Commencement	INR 27,000	INR 27,000
Before the 2 nd Year Class Commencement	INR 25,600	INR 32, 800
Total Amount to be paid	INR 52,600	INR 59, 800

- b. In case, if the student opting for instalment facility, the Second Party would charge at least the component of the fees to be paid to First Party (as in Table, Clause 10 above) and any other amount Second Party deems fit.
- c. The amount of fees agreed by the both the parties (as in Table, Clause 10 above) shall be paid by the Second Party to First Party within 30 days from the last date of payment of fee.

Page no. 4 Clause 13 (Now clause 12) to be read as:

The second Party is not entitled to associate with any other person or company to provide ACCA/CIMA training during the period of this MoU for this programs. However, in case of need, the Second Party can design and deliver its own support programme for ACCA/CIMA.

Page no. 4 Clause 15 (Now Clause 14) to be read as:

It is intended that the terms of this MoU will remain in force for a period of three years set out above or is otherwise terminated in accordance with the provisions of clause 16. The MoU can be extended for further periods after the expiry of Three Years upon the parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both parties on mutual consent.

Page no. 5 Clause 16 (Now Clause 15) (4th point) to be read as:

In the event of the termination of the agreement, the First party agrees to complete the existing batches upon payment of prescribed fees as agreed at the time of admissions.







Extension of the MoU

Pursuant to the clause 15 of the MoU dated 5th March 2015 made between:

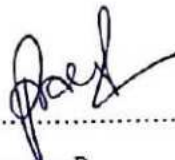
ISDC and CMR University

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On behalf of ISDC


.....

Dr. Praveen R

Registrar


.....


Mr. Daya Murthy

Head – Institutional Partnerships

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On this 5th day of March 2018.

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Associate Professor
School of Economics and Commerce
CMR University



Kannan S
Regional Sales Manager- Business Development
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PRAVEEN R



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Total Amount to be paid	INR 52,600	INR 59, 800

- b. In case, if the student opting for instalment facility, the Second Party would charge at least the component of the fees to be paid to First Party (as in Table, Clause 10 above) and any other amount Second Party deems fit.
- c. The amount of fees agreed by the both the parties (as in Table, Clause 10 above) shall be paid by the Second Party to First Party within 30 days from the last date of payment of fee.

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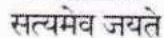
It is intended that the terms of this MoU will remain in force for a period of three years set out above or is otherwise terminated in accordance with the provisions of clause 16. The MoU can be extended for further periods after the expiry of Three Years upon the parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both parties on mutual consent.

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Government of Karnataka

e-Stamp

Certificate No.	: IN-KA27555490426046S
Certificate Issued Date	: 11-Mar-2020 04:55 PM
Account Reference	: NONACC (FI)/ kacrsfl08/ BANASWADI2/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0863661134747752S
Purchased by	: CMR UNIVERSITY
Description of Document	: Article 12 Bond
Description	: M O U
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CMR UNIVERSITY
Second Party	: I B M
Stamp Duty Paid By	: CMR UNIVERSITY
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



Please write or type below this line

CMR University, Bangalore and IBM agree that all discussions between the parties regarding a potential business arrangement are nonbinding unless and until the parties enter into a written, definitive agreement signed by their duly authorized representative, and neither party shall be obligated to enter into such an agreement.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between **IBM India Private Limited ("IBM")** with Registered offices at 12, Subramanya Arcade , Bannerghatta Road, Bangalore - 560 029 and **CMR University, Bangalore** having its office at #2, 3rd 'C' cross, 6th 'A' Main, HRBR Layout, 2nd Block, Kalyan Nagar, Bangalore – 560043.

WHEREAS, CMR University and IBM have entered into discussions concerning IBM's provision of technology products and services for Customer;

PRAVEEN R



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WHEREAS, the parties anticipate that Customer will elect to engage IBM as the primary and preferred technology provider for IT hosting, hardware, software and services.

NOW, THEREFORE, in order to ensure that the discussions and evaluations between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points that require the parties' agreement and will facilitate these evaluations and discussions.

1. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are described in Attachment 1.

2. Termination

This MOU will terminate on 3 years from the date of signing unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations and discussions are terminated. This MOU can be extended upon written agreement of the parties.

3. Confidentiality

The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure as it believes, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.

The parties acknowledge that the exchange of confidential information by CMR University and IBM in connection with this MOU will be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, attached hereto as Attachment 2.

4. Limitation of Liability

The parties agree that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for

any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third party claim.

5. Publicity

IBM and CMR University each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this MOU in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without prior written approval of the other party.

6. Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

7. General

Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

It is understood that this MOU does not purport to cover all aspects of this business relationship.

This MOU supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of each of the CMR University and IBM companies. Any reproduction of this MOU by reliable means will be considered an original of this document.

Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

This Memorandum of Understanding sets forth the understanding of the parties as of

IBM India Private Limited

By: _____

Name:

Title:

PRAVEEN R

CMR University, Bangalore

By: _____

Name: DR. PRAVEEN

Title: REGISTRAR



Attachment 1

Annexure I to IBM Career Education MoU with CMR University (CMRU)

- a) IBM and CMRU, acknowledge the need for IBM Software skills, in the IT education and training sector. The objective is to have a number of graduating professionals skilled on IBM Software. Both IBM and CMRU are keen to cooperate in a way that shall benefit CMRU students pursuing a career in the industry.
- b) CMRU shall rollout Certificate value added Courses with specialization aligned with relevant IBM Software delivering all or any of such Courses to enrolled students and faculty members. IBM shall provide reasonable support as set-forth below to have CMRU commence and conduct this initiative. Such support may include assistance in the form of providing free IBM software products, identified courseware and academic support through Subject Matter Experts. The provision of software, IBM materials and services shall be under a relevant IBM agreement executed by the parties. Such agreement shall govern the use of software, IBM materials by CMRU. IBM's responsibilities under this Agreement are subject to CMRU fulfilling its responsibilities under the MoU.
- c) The curriculum may be provided by IBM or jointly developed by IBM and CMRU designated subject matter experts. There may be additional specialized offerings and curriculum which may be reviewed and updated by IBM and CMRU from time to time with mutual agreement.
- d) Joint Co-ordination Committee - To guide the execution of the activities agreed under this MoU, CMRU and IBM Career Education team may constitute a Joint Co-ordination Committee (hereinafter referred to as "Committee") as follows:
 - Registrar CMRU or his nominee as the Chairperson
 - One representative from each party as members
 - A Project Coordinator from CMRU who shall also be the Convener of the Committee.

Chairperson of the committee may recommend changes in the member's from time to time in consultation with the nominating parties and have the same approved by the Registrar, CMRU. The Committee shall recommend on course curriculum, course content, delivery, determination of fee. The Committee shall monitor and review the activities under this MoU and recommend such decisions with respect to any aspect regarding this MoU for the purpose of removing any impediment, promoting the programs arising from this MoU, approving the content and recommending changes therein, the program prospectus and fee structure.



Following are the proposed roles and responsibilities:

e) IBM

- Appoint member to the committee
- To co-develop and give access for content for the students as required
- Provide orientation workshops for the faculty nominated by CMRU for the Courses.
- Deploy SMEs for covering topics for students as mutually agreed as per the curriculum
- Provide the participation certificates for all the students who have successfully completed the course

f) CMRU

- Appoint members and Program Convener to the Joint coordination Committee
- To help IBM to co-develop the curriculum of the Courses as required
- Promote the program through various channels, develop collateral and market
- Conduct the admissions, deliver courses agreed as per the curriculum, conduct evaluations/assessments and issue degree accordingly
- Provide detailed session plan
- Share the student data with IBM who apply and enroll to the course as per prescribed format from IBM
- Nominate faculty members for the orientation Courses by IBM
- Provide the required infrastructure and other support for running the courses as per IBM's specification to IBM or IBM designated Business Partner resources
- In case of a co-branded Lab setup, provide with a minimum of 30 computers lab that can be designated with appropriate signboards created as provided by IBM, in the campus.
- Confirm and process the payments to IBM in advance on agreed schedule.

IBM Deliverables:

- IBM will provide content
- The certificate will be issued by IBM at the end of the program.



Attachment 2

Agreement for Exchange of Confidential Information

Our mutual objective under this Agreement is to provide protection for confidential information (Information) while maintaining our ability to conduct our respective business activities. Each of us agrees that the following terms apply when one of us (Discloser) discloses Information to the other (Recipient).

1. Disclosure

Information will be disclosed either:

- 1) in writing;
- 2) by delivery of items;
- 3) by initiation of access to Information, such as may be in a data base; or
- 4) by oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information will be identified as confidential at the time of disclosure.

2. Obligations

The Recipient agrees to:

- 1) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order.

3. Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

Student Development Programme - Course Details

Descript ion	Course Fee per Student	Remarks
1. Foundation Course in Business Analytics Audience: BBA (3 rd Year) <ul style="list-style-type: none"> • Training will be conducted by CMR University Faculty members • IBM will provide the courseware and course completion certificate 	INR 4,100/-	N.B. CMR University needs to place an order of Minimum 30 Courseware in each of the categories every year
2. Fundamental Course in Business Analytics & Big Data Audience: MBA (2 nd Year) <ul style="list-style-type: none"> • Training will be conducted by CMR University Faculty members • IBM will provide the courseware and course completion certificate 	INR 6,100/-	Fee to be transferred to IBM by 15th September of that year.

The further student Programmes to be conducted for UG (3rd year) & PG (2nd Year) will be discussed and mutually agreed & documented.

Please note that commercials for IBM SPSS or any other Licenses and any cloud setup/access either on premise or virtual are excluded

The obligation herein is subject to the relevant Statement of Work (SoW) being shared and signed between the parties.

4. Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) already in its possession without obligation of confidentiality;
- 2) developed independently;
- 3) obtained from a source other than the Discloser without obligation of confidentiality;
- 4) publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) disclosed by the Discloser to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Discloser's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

5. Disclaimers

THE DISCLOSER PROVIDES INFORMATION WITHOUT WARRANTIES OF ANY KIND.

The Discloser will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Discloser.

6. General

This Agreement does not require either of us to disclose or to receive Information.

Neither of us may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so is void.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

- 1) providing to others products or services which may be competitive with products or services of the Discloser;
- 2) providing products or services to others who compete with the Discloser; or
- 3) assigning its employees in any way it may choose.

The Recipient will 1) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and 2) unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

Only a written agreement signed by both of us can modify this Agreement.

Either of us may terminate this Agreement by providing one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Both of us consent to the application of the laws of India to govern, interpret, and enforce all of our and our rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

PRAVEEN R



[Handwritten signature]

This Agreement is the complete and exclusive agreement regarding our disclosures of Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below for our respective enterprises, each of us agrees to the terms of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

Agreed to:

CMR University, Bangalore

By:

Authorized Signature

Name (type or print): DR. PRAVEEN R

Date: 16/03/2020

Identification number:

Address: #2, 3rd 'C' cross, 6th 'A' Main,
HRBR Layout, 2nd Block, Kalyana Nagar,
Bangalore - 560043

Agreed to:

IBM India Private Limited

By:

Authorized Signature

Name (type or print):

Date:

Agreement number:

IBM address:

No. 12, Subramanya Arcade, Bannerghatta Road,
Bangalore 560029, India.

After signing, please return a copy of this Agreement to the "IBM address" shown above.



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into at Bangalore on this 17th day of Sep. in the Year 2021.

BETWEEN:

ISDC Projects India Pvt. Ltd., trading as "ISDC - International Skill Development Corporation" and having its Regional Office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka - 560052 represented by its Manager – Institutional Partnerships; Mr. Rajesh Poonia, hereinafter referred to as "ISDC" or FIRST PARTY.

AND

CMR University - Bangalore, Established and Incorporated as State Private University vide CMR University Act; conducting Graduate, Postgraduate and Research Programmes having its premises and campus at - # 2, 3rd C Cross, 6th A Main Rd, Kalyan Nagar, Bengaluru, Karnataka 560083, represented by its Registrar; Dr. R. Praveen hereinafter referred to as "CMR" or SECOND PARTY.

Both Parties as above have expressed a desire of entering a Memorandum of Understanding to meet their respective objectives, which are set out herein below.

WHEREAS

- a. The First Party - ISDC, an Education & Skill Development Company having expertise in Professional & Vocational Education and is interested in associating with the Second Party to develop new courses or update / upgrade the existing courses and further promote & deliver those as mentioned in the Annexure 1 of this MoU.
- b. The Second Party – CMR; on its part is interested in associating with First Party for using their expertise to develop new courses or update / upgrade the existing

courses and further promote & deliver those as the Undergraduate Programs of CMR University with their Academic Autonomy and Degree Awarding Power.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.

This Memorandum of Understanding (“**MOU**”) is not, and is not intended to be, legally binding except as specifically set out below.

1. The First Party shall support the Second Party to develop the Undergraduate Courses/Offerings mentioned in the Annexure 1 of this MoU. The students enrolled for these courses/offerings can access additional Qualifications/Memberships/Designations/Accreditations from the respective External Professional Organisations mentioned in the Annexure.
2. It is the responsibility of the Second Party to get the necessary approvals for running the program at CMR University. The final approved syllabus by the Board of Studies and Academic Council of CMR University for the courses/offerings given in Annexure 5.
3. The First Party can use the name of the “CMR University” for promoting this partnership in advertisements and other modes of communications. The Promotion of the Courses/Offerings must be taken care jointly by the Parties.
4. The admission criteria and the number of seats for the programs are fixed by the Second Party in consultation with the First Party.
5. The First Party provides digital version of the relevant Learning Materials to the students enrolled.

6. The First Party provides Master Classes (training support) to the students at the campus; provided a minimum number of 30 students enrolled for each program. The number of hours per subject / per module is given as Annexure 2. If the batch size is below 30; then the training will be done through Online mode.
7. All responsibilities regarding registration of the students with the Professional Body should be dealt with by the First Party. The students must follow the rules and regulations of the respective Professional Body to appear for the examination and pursue the qualification/membership and designation.
8. Out of the Tuition Fees Collected, the Second Party has to make the necessary payment to the First Party as per the Annexure 3.
9. The relevant fee to the Professional Body must be paid by the students directly as per the rules and regulations set by the professional body from time to time as per the Annexure 4.
10. The complete list of Students of the course shall be provided to the First Party by the Second Party. Changes in Students if any, shall be communicated by the representative of the Second Party to the First Party immediately.
11. The First Party would conduct necessary screening and assessment of the students who have completed the professional papers / external examinations and the eligible students thereby will be provided placement assistance. The First Party will provide 100% placement assistance by facilitating maximum opportunities in the respective domain areas to all eligible students within their final semester-end examinations.

12. It is intended that the terms of this MoU will remain in force for an initial period of Three Years set out above i.e, the completion of First Batch or is otherwise terminated in accordance with the provisions of Clause (13). The MoU can be extended for further periods after the expiry of Three Years upon the Parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both Parties on mutual consent.
13. Either Party shall be entitled to terminate the MOU on 60 days' notice. The MoU will automatically terminate:
- If either Party becomes insolvent or is subject to a change of control;
 - Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
 - Terminates any Binding Agreement for cause.
 - In the event of the termination of the agreement, the First Party agrees to complete the existing batches on agreed terms.
14. All Intellectual Property created by a Party in connection with the collaboration shall remain the property of that Party. The Parties agree that any material jointly created by the Parties for the collaboration shall be jointly owned (based on the Contributions) by the Parties, unless otherwise agreed in writing.
15. Where the collaboration reasonably requires the use by one Party of Intellectual Property that is owned by the other Party (the “**IPR Owner**”), the IPR Owner will license such rights to the other Party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the collaboration. Any such license will automatically terminate when the MoU is terminated.
16. For the purposes of this MoU, “**Confidential Information**” shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of

either Party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including Financial Information, Training & Learning Material, Trade Secrets, University / College Lists, Trade and Commercial Details and Computer Software and Databases, the Contents of all Reports and Documentation prepared by either Party or on its behalf and any other information of a confidential nature designated by a Party as confidential; Each of the Parties shall at all times while this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:

- The Confidential Information was already lawfully known, or became lawfully known to either of the Parties independently.
- Disclosure or use is necessary by either of the Parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
- Disclosure is required by law to any Government, Governmental Department, Agency, Regulatory or Fiscal Body or Authority (whether national or foreign) and their Authorised Agents (including professional advisers);
- The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC Group of Companies.
- Each Party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other Party.

17. All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration, and the final decision of an arbitrator jointly appointed by both the Parties to be agreed upon and appointed by both the Parties, or in case of disagreement as to the appointment of a single arbitrator, two arbitrators, one to be appointed by each Party and if there are two arbitrators, they shall before taking upon themselves the burden of reference appoint a third arbitrator who shall act as Presiding Arbitrator. This submission to the arbitrators shall be deemed to be a submission to arbitration within the meaning of the **Arbitration and Conciliation Act, 1996**, or any statutory modification thereof. The award of the arbitrator or arbitrators as the case may be, shall be final and binding on the Parties.

18. In case of any disputes not settled due to arbitration it will be subject to the courts of Bangalore Jurisdiction.

Each Party hereby confirms its agreement to the terms contained in this MOU on this 17th day of September, 2021.

On behalf of

CMR University



.....
Dr. R. Praveen

Registrar

ISDC



.....
Mr. Rajesh Poonia

Manager-Institutional Partnerships

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

On this 17th day of September, 2021.

Witness

1)

2)

Annexure 1

Courses/Programs	Accreditation/Qualification/Membership/Designation
BBA with Business Analytics	ISDC Certificate in Business Analytics Endorsed by IoA (Institute of Analytics), UK and which leads to Affiliate Membership from IoA to the students.
BBA with Digital Marketing	Accredited by Digital Marketing Institute (DMI) which leads to Digital Marketing Institute Certification to the students.
BCom Strategic Finance	Integrated / embedded with the US CMA (Certified Management Accountant) professional qualification and membership from IMA to the students.



Annexure 2

Courses/Programs	Master classes by ISDC (No of Hours in Total)
BBA with Business Analytics	240 Hours
BBA with Digital Marketing	200 Hours
BCom Strategic Finance	120 Hours

BBA with Business Analytics

Module/Paper	Subject Name	Training Hours
Module 1	Statistics with R	30 hours
Module 2	Python Programming	30 hours
Module 3	SQL	30 hours
Module 8	SaS and Tableau	30 hours
Module 5	Machine Learning & AI	30 hours
Module 6	Social Media Analytics	30 hours
Module 7	Natural Language Processing	30 hours
Module 8	Big Data Analytics	30 hours
	TOTAL	240 Hours

BBA with Digital Marketing

Module/Paper	Subject Name	Training Hours
Module 1	Digital Marketing & Essentials	50 hours
Module 2	Digital Strategy & Innovation	50 hours
Module 3	Digital Channels & Experience	50 hours
Module 4	Digital Marketing Professional	50 hours
	TOTAL	200 Hours

BCom Strategic Finance

Part	Module	Sessions
Part 1	Financial Planning, Performance & Analytics	60 Hrs
Part 2	Strategic Financial Management	60 Hrs
	TOTAL	120 Hours

Annexure 3

Course/Program	ISDC Royalty
BBA with Business Analytics	INR 36,000 Per Student for the Whole Course; to be paid in September 2021
BBA with Digital Marketing	INR 36,000 Per Student for the Whole Course; to be paid in September 2021
BCom Strategic Finance	INR 36,000 Per Student for the Whole Course ; to be paid in September 2021

Please note:

- a) This is for the Batch of 2021-22 while the same will continue for subsequent fresh batches.
- b) The Specified commercials does not include GST or any other tax components.
- c) The mentioned fee to be collected by the University and Paid to ISDC against the Invoice raised.



Annexure 4

Course/Program	Professional Body Fees																											
BBA with Business Analytics	<p>Students in India will get complete fee waivers for Exemptions Fee while they progress to Affiliate Membership. All UG students will have to directly pay for these memberships and subscription. This is not inclusive with the ISDC Fees in the Annexure 3.</p> <p>The IOA Fess can be found on the URL given below and it is subject to the the discretion of IOA.</p> <table><thead><tr><th>Particulars</th><th>Fee</th><th>Remarks</th></tr></thead><tbody><tr><td>Initial Registration</td><td>90 GBP (One-time)</td><td>To be paid to IoA directly at the beginning of the 1st semester</td></tr><tr><td>Subscription (Student Member)</td><td>80 GBP Annually</td><td>To be paid on or before 31st January every year</td></tr><tr><td>Exemption Fees</td><td>60 GBP / Module</td><td>Waived off</td></tr></tbody></table> <p>http://IOAglobal.org/members.php#join-member</p>			Particulars	Fee	Remarks	Initial Registration	90 GBP (One-time)	To be paid to IoA directly at the beginning of the 1 st semester	Subscription (Student Member)	80 GBP Annually	To be paid on or before 31 st January every year	Exemption Fees	60 GBP / Module	Waived off													
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Subscription (Student Member)	80 GBP Annually	To be paid on or before 31 st January every year																										
Exemption Fees	60 GBP / Module	Waived off																										
BBA with Digital Marketing	<p>Student has to pay 250 EUR at the time of Program Commencement. which covers their Registration, Subscription and Certificate Fees to the Digital Marketing Institute.</p> <table><thead><tr><th>Particulars</th><th>Fee</th><th>Timeline</th></tr></thead><tbody><tr><td>Registration, Subscription and Cert Fees</td><td>250 EUR</td><td>To be paid at the Commencement of 2nd Semester</td></tr></tbody></table>			Particulars	Fee	Timeline	Registration, Subscription and Cert Fees	250 EUR	To be paid at the Commencement of 2 nd Semester																			
Particulars	Fee	Timeline																										
Registration, Subscription and Cert Fees	250 EUR	To be paid at the Commencement of 2 nd Semester																										
BCom Strategic Finance	<p>The applicable fees for the professional body to be paid to IMA directly The mentioned IMA fee is valid upto January 2021. IMA fee is as per the discretion of IMA and is subject to change.</p> <p>https://www.imanet.org/cma-certification/getting-started?ssopc=1</p> <table><thead><tr><th></th><th>Particulars</th><th>Regular Fee</th><th>Discounted Fee</th><th>When to Pay?</th></tr></thead><tbody><tr><td rowspan="4">IMA FEE</td><td>IMA - Professional Membership</td><td>\$ 39 Per year</td><td rowspan="2">\$ 100 for 3 years</td><td rowspan="2">At the time of admission in Semester 1</td></tr><tr><td>CMA Entrance Fee</td><td>\$ 188</td></tr><tr><td>Exam fee Part 1</td><td>\$311</td><td>\$ 200</td><td>At the time of taking up the Part 1 Exam.</td></tr><tr><td>Exam fee part 2</td><td>\$311</td><td>\$ 200</td><td>At the time of taking up the Part 2 Exam.</td></tr><tr><td></td><td>Total</td><td>\$ 927</td><td>\$ 500</td><td></td></tr></tbody></table>				Particulars	Regular Fee	Discounted Fee	When to Pay?	IMA FEE	IMA - Professional Membership	\$ 39 Per year	\$ 100 for 3 years	At the time of admission in Semester 1	CMA Entrance Fee	\$ 188	Exam fee Part 1	\$311	\$ 200	At the time of taking up the Part 1 Exam.	Exam fee part 2	\$311	\$ 200	At the time of taking up the Part 2 Exam.		Total	\$ 927	\$ 500	
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	Exam fee part 2	\$311	\$ 200	At the time of taking up the Part 2 Exam.																								
	Total	\$ 927	\$ 500																									

Annexure 5

The final approved syllabus by the Board of Studies and Academic Council of CMR University for the courses/offering will come here.





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka



e-Stamp

Certificate No. : IN-KA93650521577396U
Certificate Issued Date : 13-Apr-2022 11:47 AM
Account Reference : NONACC (FI)/ kacrsf108/ BANASWADI3/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0818107271050418U
Purchased by : ADVAIT LEARNING PVT LTD
Description of Document : Article 37 Note or Memorandum
Description : M O U
Consideration Price (Rs.) : 0
 (Zero)
First Party : CMR UNIVERSITY
Second Party : ADVAIT LEARNING PVT LTD
Stamp Duty Paid By : ADVAIT LEARNING PVT LTD
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on the 31st day of March 2022 and shall be deemed to be effective from the 1st day April 2022, entered into between;

CMR University, # 2, 3rd 'C' Cross, 6th 'A' Main, 2nd Block, HRBR Layout, Kalyan Nagar, Bangalore - 560 043 (hereinafter referred to as "CMR" which expression unless it be repugnant to the subject or its context includes their successors, designees and affiliates) of the FIRST PART.

PRAVEEN R



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AND

Advait Learning Pvt Ltd (PAN - AATCA3567G, CIN - U80302KA2020PTC133089) a company having its office at I.S.R, Basement, 7th cross, Malleswaram, Next to Krishna Sweets, Bangalore 560003 (hereinafter called "Advait Learning" which expression unless it be repugnant to the subject or its context includes its successors and assignees) of the SECOND PART.

KPJ PUBLICATIONS (PAN-AAWFK4597N), a partnership firm having its office at THE MAGIC FARAWAY TREE (TMFT) UNIT 1057, 5TH FLOOR 33/2 KANAKPURA MAIN ROAD NEAR NICE ROAD JUNCTION TALAGHATTAPURA BENGALURU, KARNATAKA 560062 (hereinafter called "Advait" which expression unless it be repugnant to the subject or its context includes its successors and assignees) of the THIRD PART.

The party of the THIRD part is the publication partner of Advait Learning Private Limited

BACKGROUND

WHEREAS CMR is an educational institution with state-of-the-art infrastructure offering commerce, law science and arts courses, to promote educational excellence, leadership and service.

AND WHEREAS Advait is a group of professional coaching institutions offering private coaching to students preparing for the Chartered Accountancy (CA) and Company Secretary (CS) exams and other allied courses in India.

CMR and Advait, in consideration of the mutual representations, warranties and covenants contained herein, and subject to the terms and conditions set forth in this MOU agree to define and establish their roles and responsibilities to achieve the above objective on the following terms and conditions:

1. TERM

This arrangement will remain in effect till March 31, 2025. Thereafter the parties may extend the term of this MOU for such term as may be mutually agreed to between them. However, it is agreed between the parties that they can review and modify the arrangement or any part thereof by mutual consent by giving a notice of 15 days to the other party at any point of time during the term of the MOU.

2. PURPOSE

This MOU is to form a mutually beneficial synergy between the two parties whereby CMR will provide the necessary state-of-the-art infrastructure to Advait and provide other assistance as specified in this MOU and/or annexure thereof which will enable in achieving the shared vision of providing quality professional education to the students of CMR and other students. Advait will share the academic expertise to CMR and carry out batch/batches of B.Com (Professional) course (or if the nomenclature is changed during the term of this MoU, then by such name) training them for Chartered Accountancy - CA Foundation and CA Intermediate, and other batch/batches Company Secretary Course, if any, by whatever name called, if launched during the term of the MoU, located within the premises of CMR. Advait would also be handling 4 subjects for B.Com (Professional) 5th semester students, which are not part of the CA or CS Curriculum. The total number of hours handled per batch (including revision sessions, if any), across 3 years, would be

PRAVEEN R



approximately 1500 (please refer annexure) The terms of this MOU shall be applicable only to the above services set up/provided by Advait in the premises of CMR .

3. COMMERCIALS

CMR to pay Advait for the academic expertise and services on a progressive basis on the following terms for the B.Com (Professional) batches till the end of the term mentioned in the MoU [(2022-25), (2023-2026), (2024-2027)]

The total number of hours handled per batch (including revision sessions, if any), across 3 years, would be approximately 1500 (please refer annexure)

PAYMENT FOR B.Com (Professional) - 2022-2025, 2023-26, 2024-2027 BATCHES [PER SECTION/CLASS]-

Number of students per batch	Rate per student per annum (in a batch)
40 to 60	25,000 plus GST
Above 60 students	22,500 plus GST

Note - If the batch size is below the minimum number of 40, a mutually decided rate per student per annum to be fixed between parties of the FIRST and SECOND part. Also, if a student drops out of the CA Course, but continues in the B.Com (Professional) batch, there would be no change in the above calculations, since classes would be handled for all students pursuing B.Com. In the rare case of a student dropping out of the integrated B.Com (Professional) program, share would be decided based on mutual discussion at that time

The following installment scheme is proposed for payment to parties of the second part and third part

2022-2025 batch

Batch	Amount to be disbursed
1 st year students of 2022-25 batch	50% within 15 days of commencement of the First Semester in 2022
	50% within 15 days of completion of the First Semester in 2022
2 nd year students of 2022-25 batch	50% within 15 days of commencement of the Third Semester in 2023
	50% within 15 days of completion of the Third Semester in 2023
3 rd year students of 2022-25 batch	50% within 15 days of commencement of the Fifth in 2024
	50% within 15 days of completion of the Fifth Semester in 2024

2023-2026 batch

Batch	Amount to be disbursed
1 st year students of 2023-26 batch	50% within 15 days of commencement of the First Semester in 2023
	50% within 15 days of completion of the First Semester in 2023
2 nd year students of 2023-26 batch	50% within 15 days of commencement of the Third Semester in 2024
	50% within 15 days of completion of the Third Semester in 2024
3 rd year students of 2023-26 batch	50% within 15 days of commencement of the Fifth in 2025
	50% within 15 days of completion of the Fifth Semester in 2025

2024-2027 batch

Batch	Amount to be disbursed
1 st year students of 2024-27 batch	50% within 15 days of commencement of the First Semester in 2024
	50% within 15 days of completion of the First Semester in 2024
2 nd year students of 2024-27 batch	50% within 15 days of commencement of the Third Semester in 2025
	50% within 15 days of completion of the Third Semester in 2025
3 rd year students of 2024-27 batch	50% within 15 days of commencement of the Fifth in 2026
	50% within 15 days of completion of the Fifth Semester in 2026

B.Com (Professional) charges for 3rd year students of 2024-27 batch are not covered under PARA 1 TERM. Will be included in the renewed MoU based on mutual discussion

4. RELATIONSHIP

The relationship between the parties shall be on principal-to-principal basis. Each party is an independent contractor and is not a legal representative, partner or agent of the other party. Neither party shall have any right, power or authority, whether express or implied, to create any obligation on behalf of the other party.



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5. ROLES AND RESPONSIBILITIES

The parties agree to identify their respective roles and responsibilities as under:

5.1 Responsibilities of Advait

- a. Conducting career orientation programmes about CA, CS and other allied courses
- b. Scheduling of classes
- c. Ensuring hiring and retention of professionally qualified faculty
- d. Day-to-day conducting of classes
- e. Online Assessment exams
- f. Payout to faculty
- g. Printing and distribution of specially designed study material
- h. Conducting timely revisions
- i. Monitoring of student performance
- j. Setting question papers (with answer keys) - 2 internal assessments per semester + Final exam

5.2 Responsibilities of CMR

- a. CMR shall be solely responsible to provide infrastructure support. CMR shall provide exclusive classrooms to conduct classes throughout the year. White Boards, projector, screen writing material, and other infrastructural facilities will be provided by CMR. All costs related to the above will solely be borne by CMR.
- b. CMR will provide an earmarked area/ space to Advait for counselling/ registrations and a co-ordinator who would be responsible for collection of forms/ cheques/ fees etc and who would be a single point of contact for the students of the academy should they require any assistance
- c. CMR would provide an opportunity to Advait to carry out career orientation sessions for its students
- d. A help desk of Advait will be provided during admissions to enable them to counsel the students and parents
- e. Evaluation of assessment exams for the B.Com course [Answer keys will be provided by Advait]

6. EXCLUSIVITY AND NON-SOLICITATION

For the duration of the term under Para 1 of the MOU, CMR agrees not to allow any other external or in-house training institute, individual, firm, company, association, group or any other entity or statutory structure to carry out the activities carried stated in Para 2. A breach of this term entitles Advait to sue for damages and claim penal compensation for loss of business.

The parties agree not to employ each other's employees, who are involved in rendering the Services under this MOU, during the term thereof and for period of one year thereafter, without the prior written consent of the other.



7. INTELLECTUAL PROPERTY RIGHTS

- a) Advait warrants that it is and will be the absolute owner of the copyright and other intellectual property rights in material distributed by them to students and of the Service Marks under which they are and will be marketed, or is duly authorized by such owner to use and to grant licenses under such copyright, Services Marks and other intellectual property rights.
- b) Advait shall retain all rights over any material or content provided to CMR and students of the academy as well as any material.
- c) In the event of any party to the MOU suffering a loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages as a result of breach of intellectual property belonging to a third party, as a result of such infringement by the other party to the MOU, the other party to the MOU shall fully indemnify the party to the MOU who has suffered the loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages as a result of such infringement.
- d) In the event of any party to the MOU suffering a loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages as a result of breach of the party's intellectual property, as a result of such infringement by the other party to the MOU, the other party to the MOU shall fully indemnify the party to the MOU who has suffered the loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages as a result of such infringement.
- e) In the absence of express words to the contrary, nothing in this Memorandum of Understanding shall be interpreted as giving either party any rights in the other party's intellectual property rights.
- f) Further, each party agrees not to use the material, contents, services, name, brand name, logo or any other intellectual property of/ or provided by the other party after the end of the period covered under Para 1 "TERM" of this MOU or in the event of termination of this MOU under Para 14, unless the parties agree to renew the MOU by mutual consent

8. ASSIGNMENT

The Parties shall not assign or otherwise transfer their rights or obligations under this MOU except with the prior written consent of the other. However, nothing in the foregoing shall effect in the event of there being a merger, amalgamation or takeover of the business of Advait or CMR.

9. INDEMNITY AGAINST LOSS OF PROFIT OR GOODWILL

In the event of any party to the MOU suffering a loss of profit or goodwill, or any other consequential, incidental, indirect, punitive or special damages as a result of breach of any contract entered into by the other party with a third party, due to fraud, misrepresentation or any breach of provisions of Civil and Criminal Procedure Code including the Indian Penal Code, as a result of such infringement by the other party to



the MOU, the party suffering the loss as mentioned above shall not in any way be held responsible and the other party to the MOU shall fully indemnify the party to the MOU who has suffered the loss of profit or goodwill, or any other consequential, incidental, indirect, punitive or special damages as a result of such breach

10. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or obligations to be performed under this MOU shall give rise to any claim against such party or be deemed to be a breach of this MOU if such failure or omission arises from any cause reasonably beyond the control of the other party.

11. NOTICES

- a) Any notice required to be given hereunder shall be in writing and shall be given by delivering the same by hand at or by sending the same by pre-paid first-class post or other fast postal or courier service or facsimile or Registered Post Acknowledgement Due [RPAD] to the addressor relevant telecommunications number of the relevant party set out in herein above or such other address or number as that party may have notified to the other pursuant to the provisions of this clause.
- b) Any such notice given as aforesaid shall be deemed to have been given or received at the time of delivery or transmission (if delivered by hand or acknowledged as received (if sent by RPAD or courier). In proving the fact of dispatch by post it shall be sufficient to show that the other party acknowledged the receipt of the letter

12. COMPLIANCE WITH LAWS

Each party hereto agrees that it shall comply with all applicable laws, ordinances, codes and regulations in the performance of its obligations or receipt of Services under this MOU. If at any time during the term of this MOU, a party is informed or information comes to its attention that it is or may be in violation of any law, ordinance or code (or if it is so determined by any court, tribunal or other authority), that party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.

13. TERMINATION OF MOU

This MOU shall stand terminated in the following events:

- The other party commits a breach of any obligation of this MOU and fails to rectify the breach within thirty (30) days of receiving a written notice from the other party.
- An encumbrance takes possession of or a receiver is appointed over any of the property or assets of that other party;
- The other party becomes subject to an administration order of a court of competent jurisdiction;



- The other party goes into liquidation or dissolution or ceases to carry on its business.

14. JURISDICTION AND ARBITRATION CLAUSE

The parties agree that the exclusive remedy hereunder with regard to any claims, disputes, or other matters in question between the parties arising from this agreement shall be decided by arbitration as per arbitrators selected by the parties under the Arbitration and Conciliation Act, 1996, within the exclusive jurisdiction in Bangalore.

15. MODIFICATION

No amendment modification, alteration, addition, deletion or waiver of any provisions of this Agreement shall be effective unless the same shall be in writing and signed or executed by both the parties hereto.

16. CONFIDENTIALITY




Neither of the parties to this MOU may disclose to third parties the contents of this MOU or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this MOU may, however, disclose such information or content to the extent that it is disclosed as necessary to enforce their rights under this MOU or is required to be disclosed under applicable law, legal process or professional regulations.

17. MISCELLANEOUS

- If any provision of this MOU (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- Neither party may use or reference the other's name, logos or trademarks without its prior written consent or otherwise than in accordance with this MOU



IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

For CMR University	For Advait
<p>Name:  REGISTRAR CMR University 2, 3rd 'C' Cross, 6th 'A' Main Road 2nd Block, HRBR Layout Bangalore - 560 043.</p> <p>WITNESS :</p> <p>1.</p> <p>2.</p>	<p>Name: Punarvas Jayakumar Designation: Director and CEO</p> <p>Name: Kriti Goel Designation: Director and COO</p> <p>For Advait Learning Pvt. Ltd.</p> <p> CA. Punarvas Jayakumar Director DIN - 06799919</p> <p>For Advait Learning Pvt. Ltd.</p> <p> CA. Kriti Goel Director DIN - 08712551</p>





Confederation of Indian Industry



Confederation of Indian Industry (CII)
No 1086 12 th Main, Hal 2 nd Stage Indiranagar
Bengaluru 56 00 08
T : +91-080-428 89595,
T : +91-124-401 4060 - 67
E : yi.national@cii.in
W : www.youngindians.net

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN

**CONFEDERATION OF INDIAN INDUSTRY
AND
CMR UNIVERSITY**

Agreed and executed on this 8th day of June 2022

Confederation Of Indian Industry ("CII"), a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi -110 003, India (hereinafter referred to as "CII"), represented by its authorised signatory Ms Krupa JK (Yi Chapter YUVA Chair), which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

And

CMR University having its Head Office at Bengaluru (hereinafter referred to as "CMRU") represented by its authorised signatory Dr. Praveen R (Registrar), which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

Hereinafter individually referred to as CII or CMRU, as it may be, and collectively referred to as the Parties.

WHEREAS:

CII is a non-government, non-profit, industry led and industry managed organization, which works to create and an environment conducive to the growth of industries in India through advisory and consultative process CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities through a range of specialized services and strategic global linkages. Young Indians (Yi) is an initiative and integral part of the CII formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 4000 direct members in 57 city chapters, and indirect membership of 29500 through its Yuva. "To become the Voice of Young Indian's Globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story. The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members engage students from across the country in various initiatives that the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.