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EA 274232

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into at Ernakulam on 19th of January 2024.

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 Regional Manager Mr. Arjun Raj, hereinafter referred to as "ISDC" or FIRST PARTY.

AND

Sree Narayana Mangalam (SNM) college Maliankara an affiliated college under MG University conducting Graduate courses; having its premises at near Maliankara, Kerala India, represented by its Principal Dr. Jitha T.H, here in after referred to as "SNM Maliankara" or the **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.

ATS 8113 DT. 04/5/2023
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ISDC Projects India
Pvt Ltd
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WHEREAS

- The First Party - ISDC, a Skill Development & Education Company having expertise in Professional and Vocational Education and is interested in associating with the Second Party to develop, promote and deliver B.Com Plus ACCA which is integrated with the ACCA Professional Qualification and accredited by the ACCA (Association of Chartered Certified Accountants); the Global Body for Professional Accountants.
- The Second Party – SNM College Maliankara, on its part is interested in associating with First Party for using their expertise to develop, promote and deliver B.Com Plus ACCA as the Undergraduate program of SNM Maliankara, which helps students to access ACCA Professional Qualification along with their Undergraduate degree from SNM College Maliankara.

ATTRA. M.A. SLNO. 8114 DT. 04/5/2023
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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 intended to be, legally binding except as specifically set out below.

1. The First Party shall support the Second Party to develop the B.Com Plus ACCA program and the students enrolled for the B.Com Plus ACCA can access ACCA Professional Qualification along with their Undergraduate Degree from SNM College Maliankara.
2. The First Party can use the name of the Second Party for promoting this Partnership. The Second Party can also use the name of First Party for advertisements and promotional purposes.
3. The admission criteria and the number of seats for the above said program are fixed by the Second Party in consultation with First Party.
4. The First Party facilitates train the trainer program to the Faculties of the Second Party, as per mutually agreed conditions and time schedule.
5. The First Party provides digital version of the relevant Learning Materials to the students enrolled.
6. The First Party provides additional training support/ master classes to the students enrolled for B. Com Plus ACCA and the number of hours per subject / per module is given in the Annexure 1.

OR

The First Party provides additional training support/ master classes to the students enrolled for B.Com Plus ACCA through offline mode and the number of hours per subject / per module is given in the Annexure 1. If the number of students enrolled for



the program is less than 10, the training will be done through Online Mode by using the LMS of the First Party.

7. All responsibilities regarding registration of the students with ACCA should be dealt with, by the First Party. The students have to follow the Rules and Regulations of ACCA to appear the examination and pursue the qualification/ membership and designation.
8. The relevant fee to ACCA has to be paid by the students directly as per the rules and regulations set by the ACCA time to time as per Annexure 2.
9. The first party shall collect the total fee from the students. College will not be liable if the students discontinue or make delay to pay the fees. (College share is not included in the below table):

Courses/Offerings	ISDC Fees
B-Com Plus ACCA - UK	INR 36,000 Per Student for the Whole Course Fees to be paid in 2 installments <ul style="list-style-type: none">• INR 18,000 to be payable at the time of admission• INR 18,000 to be payable within 3 months

10. This is for the Batch of 2023-24 while the same will continue for subsequent fresh batches.
11. The Specified commercials does not include GST or any other tax components.
12. The Second Party shall not have any financial liability whatsoever in this Memorandum of Understanding, including in cases where students default in making fee payments or in cases where students discontinue the course offered by the First party.



13. 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 (14). 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.
14. Either Party shall be entitled to terminate the MOU provided on the following conditions:
- 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.
15. 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.
- 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, 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. ISDC shall offer placement assistance for the students on their successful completion towards the advanced diploma in ACCA.

18. All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration as per the **Arbitration and Conciliation Act, 1996** and in case of any disputes not settled due to arbitration it will be subject to the courts of Ernakulam Jurisdiction.



Each party hereby confirms its agreement to the terms contained in this MOU on 19th of January 2024.

**On behalf of
SNM College Maliankara**



Dr. Jitha T H
Principal In Charge
Principal, S. N. M. College, Maliankara

**On behalf of
ISDC**

Arjun Raj
Regional Manager

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

Witness:

SNM College Maliankara

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ISDC

Vipin Babu
Asst. Manager



Model I Finance & Taxation

Annexure 1

Master Training sessions by ISDC Trainers

Subject	Training Hours
Management Accounting (MA)	30 hours
Financial Accounting (FA)	30 hours
Performance Management (PM)	60 hours
Financial Reporting (FR)	60 hours
Financial Management (FM)	60 hours
Audit and Assurance (AA)	60 hours

Annexure 2

ACCA Exam fees		
Exams	ACCA Papers	£
Exempted	Business and Technology (BT)	0
Exempted	Management Accounting (MA)	0
Exempted	Financial Accounting (FA)	0
Exempted	Corporate and Business Law (CL)	0
Exam 1	Performance Management (PM)	117
Exam 2	Taxation (TX)	0
Exam 3	Financial Reporting (FR)	117
Exempted	Audit and Assurance (AA)	117
Exam 4	Financial Management (FM)	117
Total Exam Fees *		468



*The mentioned exam fees are as per standard entry

** Annual Subscription payable separately 112 GBP

Model II Computer Application

Annexure 1

Master Training sessions by ISDC Trainers

Subject	Training Hours
Management Accounting (MA)	30 hours
Financial Accounting (FA)	30 hours
Performance Management (PM)	60 hours
Financial Reporting (FR)	60 hours
Financial Management (FM)	60 hours
Audit & Assurance (AA)	60 hours
Taxation (TX)	60 hours

Annexure 2

ACCA Exam fees		
Exams	ACCA Papers	£
Exempted	Business and Technology (BT)	0
Exempted	Management Accounting (MA)	0
Exempted	Financial Accounting (FA)	0
Exempted	Corporate and Business Law (CL)	0
Exam 1	Performance Management (PM)	117
Exam 2	Taxation (TX)	117
Exam 3	Financial Reporting (FR)	117
Exam 4	Audit and Assurance (AA)	117
Exam 5	Financial Management (FM)	117
Total Exam Fees *		585