

This Memorandum of Understanding ("MoU") is effective as of

Date: 28th Apr 2023

BETWEEN



Imarticus Learning Pvt Ltd.

AND



**Sree Narayana Gurukulam Centre for Advanced Studies & Training
(SNGCAST)
(Managed by Sree Narayana Gurukulam Charitable Trust)**

This is the Memorandum of Understanding ("MOU") which is being executed on 28th April 2023, between Imarticus Learning Pvt Ltd, a company incorporated under the provisions of the Companies Act, 1956 with CIN-U73200UR2020NPL011644 having its registered office at 501-502, CTS No- 115, 5th Floor, Raj Chambers, R K Paramhans Marg, Andheri (E), Mumbai, Maharashtra 400069 (Hereinafter called as "Imarticus", which expression shall include unless it be repugnant to the context or meaning thereof mean and include their successors, representatives, assigns, promoters etc.) and represented through its authorized signatory of the FIRST PARTY.

AND

Sree Narayana Gurukulam Centre for Advanced Studies & Training (SNGCAST), an educational institution offering programs in engineering, business, finance & management, having its registered office at Kadayiruppu P.O, Kolenchery, Emakulam dist., Kerala. Pin 682311, (hereinafter referred to as "SNGAST", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) and represented through its authorized signatory, of the SECOND PARTY.

WHEREIN Imarticus & SNGCAST recognize the mutual benefits of institutional collaboration on innovation, marketing, training & development and events to explore the opportunity for marketing, counselling, admissions and training for Certified Management Accountant program offered by the Institute of Management Accountants , IMA USA, herein after referred as US CMA or CMA USA US CMA program

(1) PURPOSE OF THIS CONTRACT

The purpose of this contract is to formalize an intent to collaborate on events and network facilitation to explore opportunities for US CMA related partnerships between Imarticus & SNGCAST with an emphasis on:

1. Establishing US CMA as a core program with the Centre for Advances Studies /SNGCAST .
2. Sourcing US CMA aspirants and training them at SNGCAST

(2) SCOPE OF COOPERATION

1. Imarticus and SNGCAST will work on US CMA program marketing and training together with the roles broadly divided as below :

A- Role of Imarticus

a. Counselling & Outreach

Having a counsellor on payrolls of Imarticus who would do program counselling and also be a part of marketing and promotional activities
Providing Marketing materials for US CMA program
Doing outreach to other colleges in nearby areas in association with SNGCAST

b. Student Onboarding

Getting admissions to the program, putting them into batch, helping them with admission formalities
Giving learning management platform

c. Training Delivery

Giving students Course Books (imported from Gleim USA) & Study Materials
Live classes by faculties (can be at campus or online)
Mock exam, Practice Sessions for preparing students
Any online infra needed for offering any online classes or sessions
Discount on IMA Board fees to students
Assist SNGCAST in getting 5 Scholarships from IMA USA per year for students

d. **Placement Bootcamp**

Providing Soft skills training to US CMA learners
Preparing US CMA qualified students for Interview
Assisting with Placement opportunities and drives

e. **Manpower**

Counsellor / Program advisor to be there from Imarticus
Faculties and trainers for US CMA would be arranged by Imarticus.
Additional manpower needed for any Outreach activities will be arranged by Imarticus.
Industry Experts for Guest Lectures / Presentations

B- Role of SNGCAST

a **Infra Support**

SNGCAST will offer proper Counselling room for US CMA program.
SNGCAST will give dedicated workstationS for Counsellor/ team of imarticus
SNGCAST will offer Classroom (capacity of 40-50) for offering physical classes in campus.
SNGCAST will facilitate all the other logistics such as Whiteboard, Projector etc for the delivery of classes.

b **Ancillary facilities**

The allocated classrooms, counselling rooms and office space has to be with air conditioning and must have uninterrupted power, drinking water etc.

c **Marketing Connect**

SNGCAST will put proper Boards, Banners and signages at display in and around the campus for US CMA program.
SNGCAST will be making CMA program a part of all the events at the college to create more awareness and visibility.
SNGCAST will arrange program presentations, talks, sessions and counselling to it's students by Imarticus from time to time.
SNGCAST will be sharing references and connects of all colleges, students, faculties and other parties with Imarticus which Imarticus can leverage on for US CMA program promotions.

2. Each organization (Imarticus & SNGCAST) will preferably identify a point of contact to facilitate exchange and cooperation.
3. For every batch of US CMA with SNGCAST, Imarticus will assign a Program Coordinator to coordinate the program activities, curriculum and schedule etc.
4. After the prior intimation to Imarticus, SNGCAST is permitted to issue a press release for the purpose of publicizing the partnership arrangement and US CMA course

offering at SNGCAST.

5. Both Imarticus and SNGCAST are permitted to promote the course and events on their websites and other media channels. Advertisement creatives shall need to be approved by Imarticus in advance.
6. All fees from students will be collected only Online using Imarticus payment gateway and no cash or cheque transactions would be accepted with students for US CMA course.
7. All the information of the registered candidates along with the fee details will be provided to SNGCAST on a monthly basis by Imarticus.
8. SNGCAST will be required to list the US CMA Program, along with a brief description of the Program & its association with Imarticus on its website.

(3) FUNDING

1. In accordance with the consent from both parties, for each student of US CMA, Imarticus will collect the course fees from participants through its payment gateway.
2. The fee structure for US CMA program chargeable to participants would be at the sole discretion of Imarticus.
3. The revenue generated through admissions to US CMA at SNGCAST will be shared in a 30:70 sharing model. 1st share of 30% will go in to SNGCAST account and remaining 70% will remain with Imarticus.
4. The sharing of revenue will be on actual collection amount and not the standard course fee.
5. Any discount offered on fee or drop outs from the course will not be considered for the revenue sharing.
6. Since Imarticus has a pass protection offering where the fee collection is 50% initially and balance 50% comes after passing the exams, hence for revenue sharing only the actual collected fee amount would be considered out of the 50% and not the full 50% or 100% fee.
7. Any fee (such as Entrance fee, Membership fee, exam fee etc) which is paid by student directly or indirectly to IMA USA is not a part of Imarticus course fee and revenue at all.
8. SNGCAST will generate an invoice to Imarticus 3 months after the launch of a batch. Imarticus would ensure to make the payment of revenue share to SNGCAST with in one month from the date of receiving the invoice.

(4) TERM AND AMENDMENT:

1. This contract will come into effect on the date first written above and will remain in effect from the start of each batch until the successful completion of the first batch or mutual consent whichever is later.
2. Either party may terminate this contract by giving three month's written notice or prior to start of a new batch.
3. Termination of this contract will not affect the completion of activities initiated before the notification but not yet completed, unless otherwise decided mutually by Imarticus and SNGCAST.
4. SNGCAST will have exclusive arrangement with Imarticus and will not onboard any other training partner.

This contract is not intended to create any legally binding obligations, and does not create any relationship of employment, agency, partnership, or joint venture between the Participants.

Note: Each party will assign a key contact person to be responsible for the execution of this contract:

Key contact person for
Imarticus Learning
Name : Rajesh Singh
Designation : Business Head
E-mail : rajesh.singh@imarticus.com

Key contact person for
SNGCAST
Name : Dr K S Divakaran Nair
Designation : Director
E-mail : drksdnair@gmail.com

Signed on date: 28th April 2023

Agreement signed & executed by

Imarticus Learning

SONYA
AJEET
BARSHIKAR

Name :
Designation :

SNGCAST

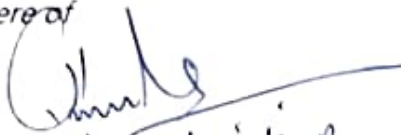
Name :
Designation :



DIRECTOR
SREE NARAYANA GURUKULAM CENTRE FOR
ADVANCED STUDIES AND TRAINING (SNGCAST)
KADAYIRUPPU, KOLENCHERY. 682311



In witness thereof



Witness 1:

Name :

Designation :

E-mail :

Address :

Sadeenandavik R.

Co-ordinator SWGC

Sadeenandavik R. @ gmail.com

c/o SWGC Kadayinippu

Witness 2:

Name : Sajith Kuruci N

Designation : Marketing Manager

E-mail : Sajith.kuruci @ Imarticus

Address : c/o IMARTICUS, KOCHI

Annexure :

The following annexures form a part and parcel of this MoU as they contain relevant information on US CMA program for which this MoU is being entered into.

1. *US CMA Program Brochure of Imarticus which has all the detailed information of program, curriculum, exam pattern and other modalities.*
2. *Annexure of Fees which gives a detailed break of the fees applicable. The fee mentioned here in is subject to change at the discretion of IMA & Imarticus.*