

MEMORANDUM OF UNDERSTANDING (MOU)

Between

**The Commissionerate of Collegiate Education
Government of Telangana**

&

The Institute of Cost Accountants of India

MEMORANDUM OF UNDERSTANDING (MOU)

This MoU is entered into on this 18th Day of December, 2021 by and between:

The Commissionerate of Collegiate Education, Government of Telangana, represented by its Commissioner Shri Navin Mittal, IAS which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the **FIRST PARTY**.

AND

The Institute of Cost Accountants of India (Statutory body under an Act of Parliament) having its Headquarters at 12, Sudder Street, Kolkata 700016, India (hereinafter called "Institute"), represented by CMA P. Raju Iyer, President, the Institute of Cost Accountants of India, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns of the **SECOND PARTY**;

WHEREAS The Institute of Cost Accountants of India is a statutory body established by an Act of Parliament (erstwhile The Institute of Cost and Works Accountants of India) and was first established in 1944 as a registered company under the Companies Act with the objects of promoting, regulating and developing the profession of Cost Accountancy. On 28th May, 1959, the Institute was established by a special act of Parliament, namely, the Cost and Works Accountants Act, 1959 as a statutory professional body for the regulation of the profession of Cost and Management Accountancy.

AND WHEREAS the Commissionerate of Collegiate Education, Government of Telangana is created to promote Collegiate Education, giving special attention to the areas located in Backward and Rural areas, to strengthen Women education at undergraduate and post-graduate levels to create educational opportunities for weaker sections of the society and to introduce need-based vocational courses replacing the conventional courses in a phased manner.

Commissionerate of Collegiate Education, Government of Telangana and the Institute are hereinafter referred to singly as **"Party"** and jointly as **"Parties"**.

The aforesaid parties are desirous to carry on and continue **Graduation with CAT & Post- Graduation with CAT Program** and to stimulate and facilitate the development of collaborative and mutually beneficial programs, which will serve to provide various industry relevant and futuristic employable skills to its different target groups.

Both Parties have mutually agreed to enter into this MoU to record the terms and understanding between the Parties and the manner in which the Parties wish to combine their efforts and collaborate with each other in imparting CAT Course of the Institute to the students of the Universities/Colleges along with their Graduation or Post- Graduation or Diploma/Certificate Courses.

NOW, THEREFORE, the Parties hereby record the terms of their understanding as follows:

1. SCOPE OF ASSIGNMENT

Both Parties shall mutually engage to

- a) Motivate the Students of Government Degree Colleges more particularly Commerce Students to pursue CAT Course along with their regular Graduation/Post Graduation Program.
- b) Train initially 50 Faculty members from identified Government Degree Colleges (GDCs) and Physical training may be given for a period of 5 Days.
- c) Each trained faculty has to motivate and see that a minimum of 100 Students may be enrolled in CAT Course, so that on the whole 5000 students shall be enrolled across the state.
- d) The Recognized Oral Coaching Centre (ROCC) may be set up at the Head Office level i.e. at Commissionerate of Collegiate Education,

Hyderabad and study centers may be established at identified Government Degree Colleges.

- e) Provide coaching services, as per relevant standards, training materials, applications or any related infrastructure for the implementation of the programme.
- f) Work out modalities for smooth conduct of courses, examinations, assessments, internships and placement assistance.
- g) Put in all efforts to organise and implement successfully the events/activities/programmes or projects of mutual interest and in the areas as decided by both Parties.
- h) Share revenues as per Schedule A

1.1 **OBJECTIVE**

The parties have agreed to work together to offer Certificate in Accounting Technicians (CAT) Course of the Institute courses to the students pursuing Graduation or Post- Graduation or Diploma/Certificate Courses from Universities/Colleges.

2. Obligations of Commissionerate of Collegiate Education, Government of Telangana(First Party)

In addition to and not in derogation or substitution to any of the obligations, undertaking, terms and conditions or covenants set out elsewhere in this MoU, Commissionerate of Collegiate Education, Government of Telangana shall at its own cost and expense observe, undertake and comply the following obligations;

- a. Commissionerate of Collegiate Education, Government of Telangana shall approve the curriculum provided by the second Party within 15 days of submission by due process.
- b. Commissionerate of Collegiate Education, Government of Telangana shall promote the CAT Course among the target groups and support in mobilizing students for the said Course.

- c. Commissionerate of Collegiate Education, Government of Telanganashall collect fee from the students, if required and as mutually agreed.
- d. The fee collected from the students will be remitted to the Second Party as mutually agreed between the Parties and within the time line.
- e. Classes will be conducted through online mode unless otherwise specified.
- f. Commissionerate of Collegiate Education, Government of Telanganawill make available coaching space with class room infrastructure in case of off line classes.

3. OBLIGATIONS OF THE INSTITUTE. (Second Party)

In addition to and not in derogation or substitution to any of the obligations, undertaking, terms and conditions or covenants set out elsewhere in this MoU, the Second Party shall at its own cost and expense observe, undertake and comply the following obligations;

- a. Provide coaching to the students enrolled for the CAT Course, through the interventions of Commissionerate of Collegiate Education, Government of Telangana.
- b. The course shall be in terms of the curriculum approved by the First Party. Any change in the approved curriculum requires approval of Commissionerate of Collegiate Education, Government of Telangana. Besides any new course should be approved by Commissionerate of Collegiate Education, Government of Telangana.
- c. Take all possible steps to mobilize students for the courses offered as per the Institute norms and guide/assist First Party suitably for promotional activities for the same, in case of need.
- d. Provide course materials, applications or any related infrastructure for the implementation of the Course

- e. Shall share the revenue with the First Party as mutually agreed and within agreed time line.
- f. Entertain no franchisee arrangements for skill training under this MoU
- g. Shall conduct assessments and issue certificates on successful completion of the course.
- h. Shall provide certification to the students on successful completion of the course.
- i. Shall have necessary industry linkage to provide on the Job Training (OJT) / Internship and placement support as part of the skill training.
- j. Provide knowledge support initiatives like Training of Trainers, guest lecture / workshop by industry experts, webinars, placement grooming etc.

4. VALIDITY & RENEWAL

- 4.1 This MoU shall be effective from the Date of signing the MoU and is valid for a period of three years from the date of signing the MoU.
- 4.2 This MoU will be reviewed two months before the end of the Term or at a time mutually agreed by the Parties for possible renewal before the expiry. Either Party may terminate this MoU at any time by giving the other Party notice of at least 90 (Ninety) calendar days in writing.
- 4.3 Any issue and/or program outside the MoU can be brought into the coverage of the MoU by signing a Supplementary MoU.

5. OTHER COVENANTS

- 5.1 **Representation:** Neither Party shall represent the other Party in any manner. This MoU does not give any authority to either Party to represent or exercise opinion or decision, on behalf of the other Party unless a written consent is received.

5.2 **Successors and Assigns:** The provisions of this MoU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and its connected persons, affiliates, provided that no rights or obligation herein shall be assigned by both the parties without the prior written consent of the other Party.

5.3 **Limits to Arrangement:** The Parties are entering into this MoU in good faith and intention. Neither Party's will be responsible for any liabilities arising out of death, injury or any legal action in respect of field staff, trainees or any other persons associated with the operationalization of this MoU. Both Parties agree and confirm that either Party shall not be liable for any losses, claims, liabilities, damages or costs of any nature whatsoever including any loss in relation to failure of the other Party to meet the objective envisaged in this MoU. For the purpose of this clause, the term 'Party' shall include its employees, trainers, directors, representatives and agents, associated companies and their employees, trainers, directors, representatives and agents. Separate definitive MoU(s) shall be entered into by the Parties in case it is intended to create any legal rights and obligations. Parties shall not be liable to bear any cost/financial obligation (directly or indirectly) under this MoU or matters arising out of the same.

5.4 **Indemnity:** Commissionerate of Collegiate Education, Government of Telangana and the Institute hereby undertakes to indemnify and keep the other Party unconditionally, and its connected persons, affiliates, and their respective employees and agents indemnified against all losses which it may suffer or incur arising from: (i) Any breach of its respective representations, warranties, covenants, undertakings, or obligations under this MoU; or (ii) Non-fulfilment

of or failure to perform any covenant, obligation, MoU or undertaking contained in this MoU

5.5 **Non- Disparagement** - Either Party shall not, at any time during the term of this MoU and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Party, its connected persons, affiliates, its partners or the staff of the other Party or any of its connected persons, subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations. This provision as aforesaid and the non-disparagement obligation as mentioned in this MoU shall survive the termination of this MoU.

5.6 **Exclusivity** - Nothing contained herein shall restrict the right of Commissionerate of Collegiate Education, Government of Telangana or the Institute to enter into negotiations, business arrangements, partnerships, MoUs, and the like with third parties of its choice so long as such business arrangements, partnerships, MoUs, and the like do not affect the performance of the obligations of the respective parties under any definitive MoU/s the parties shall enter into and as may have been envisaged under this MoU Nothing contained in this MoU shall restrict either Parties from offering same or similar courses elsewhere, adhering to the norms, if applicable.

5.7 **Relationship**: It is agreed between the Parties that nothing in this MoU shall be deemed to create a partnership, joint venture, or agency relationship between the Parties. No relationship of employer and employee is created between Commissionerate of Collegiate Education, Government of Telangana and the Institute and / or any person engaged by Commissionerate of Collegiate Education, Government of Telangana and/or the Institute.

5.8 Publicity: All materials intended to publicize the initiatives and activities resulting from the Parties discussions will be approved by both Parties prior to release. Upon the other Party's prior written consent (which may be via email), either Party may use the other Party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, and website listings for the purpose of publicizing the initiatives and activities resulting from this Arrangement. No Party may acquire any right, title or interest in any other Party's trademarks under this Arrangement and no Party shall use the trademarks of the other Party without prior written consent.

5.9 Amendment and Waiver: No Amendment for change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the Parties hereto. Further, any waiver of any of the terms hereof shall be valid if made by mutual consent of the Parties.

5.10 Confidentiality: Subject to the exceptions provided in this clause hereinafter, Parties agree that they will keep all information pursuant to this MoU confidential and shall not disclose to any third Person any Confidential Information with respect to the MoU unless specified in clause 5.11 here under.

5.11 Exceptions: Party may disclose Confidential Information:

5.11.1 to the extent to which it is required to be disclosed pursuant to Applicable Law;

5.11.2 to the extent to which it is specifically permitted by the other Party in writing;

5.11.3 to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under Clause 5.10

5.11.4 to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

5.12 Disputes: Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. All disputes, differences or questions arising out of this MoU including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the Party under this MoU or of any matter whatsoever arising under this MoU which have not been mutually settled, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Hyderabad. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this MoU.

5.13 Implementation: The responsibility for the implementation of activities pursuant to the framework established by this Arrangement lie with the Parties, each of which has designated a representative by written notice or e- mail to the other Party. Each Party may designate different or additional persons as its representatives.

5.14 Ownership of Materials/Intellectual Property: Each Party acknowledges and agrees that the other Party owns the intellectual property rights that it owned or controlled prior to or created separately during but unrelated to this Arrangement, including any modifications thereto. Any work by the Parties resulting in the creation of new intellectual property will be governed by the applicable Definitive MoU(s) that addresses intellectual property ownership. No jointly owned intellectual property is intended to be created by the Parties under this Arrangement. No right or license is granted to either Party or its affiliates under this Arrangement to any Confidential Information, know-how, or other intellectual property right owned or controlled by the other Party or such other Party's affiliates.

5.15 Force Majeure: If the performance of any obligations by any Party as specified in this MoU is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove, the Party affected shall be excused from its performance to the extent of such performance related to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this article "Force Majeure" means and includes fire, explosion, cyclone, floods, war, revolution, blockage, pandemic or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.



5.16 Notices and notifications: Any notice or notification required to be given under the provisions of this MoU must be given in writing.

5.17 Matters not provided in: If any doubt arises as to the interpretation of the provisions of this MoU or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.

5.18 Governing Law and Jurisdiction: This MoU and any matter relating to this MoU shall be governed by and construed in accordance with the laws of India, and shall be subject to exclusive jurisdiction of the courts at Hyderabad.

5.19 Counterparts: This MoU may be executed in counterparts, each of which shall be deemed to be the original and all counterparts shall collectively constitute a single instrument.

BOTH THE PARTIES HAVE SET THEIR HANDS IN THE PRESENCE OF THE WITNESS ON THE SATURDAY OF December 18, 2021, AS MENTIONED ABOVE.

Commissionerate of Collegiate Education, Government of Telangana	The Institute of Cost Accountants of India
Name and Designation of Authorized Signatory: Sign:  Date: 18-12-2021 Witness: Name and Signature:	Name and Designation of Authorized Signatory: Sign:  Date: Witness: Name and Signature: