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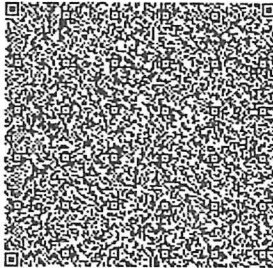
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Second Party : YENEOYA UNIVERSITY
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Authorised Signatory



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Memorandum of Understanding between The Yenepoya University, Mangalore and
ISDC Projects India Pvt Ltd, trading as ISDC- International Skill Development Corporation

ATTESTED

Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.




Registrar
Yenepoya University

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Memorandum of Understanding

Between

The Yenepoya University, Mangalore

And

International Skill Development Corporation (ISDC)

ATTESTED


Dr. Gangadhara Somayaji K S
Registrar
Yenepoya (Deemed to be University)
University Road, Deralakatte
Mangalore 575 018, Karnataka.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into at Mangalore on this, 10th of February in the Year 2017.

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 Head – Strategy for Key markets; Mr. Tom Mannapurathu Joseph here in after referred to as the FIRST PARTY

AND

The Yenepoya University established in the year 2008 and accredited by NAAC with A grade in the year 2015, having its premises at Deralkatte, Mangalore, Dakshina Kannada, Karnataka, India-575018 represented by its Registrar; Dr. Shreekumar Menon, here in after referred to as the SECOND PARTY

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

WHEREAS

- a. The First Party, - ISDC, a Skill Development Company having expertise in Professional and Vocational Education and is an Approved Learning Provider of ACCA (Association of Chartered Certified Accountants), Professional Business & Finance Qualification having the head office in UK, is interested in associating with the Second Party to develop, promote and deliver B.Com in International Accounting & Finance which incorporates ACCA Curriculum.

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- b. The Second Party on its part is interested in associating with First Party for using their expertise to develop, promote and deliver the B.Com International Accounting & Finance which incorporates ACCA Curriculum as an Undergraduate Program of Yenepoya University with their Academic Autonomy.

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 U G Program B.Com in International Accounting & Finance which incorporates ACCA Curriculum to meet the exemptions criteria of ACCA. That is the Students enrolled for this program can avail certain number of paper exemptions towards ACCA Qualification.
2. The Exemption Accreditation of U G Program B.Com in International Accounting & Finance is the discretion of ACCA. First or Second Party has no say on that. It is the responsibility of the Second Party to get the Government /Legal/University approval for running the program at Yenepoya University. After the Final Exemption Accreditation, the final approved syllabus by Board of Studies and Academic Council of Yenepoya University along with the details of exemptions for the program from ACCA will be given as Annexure 1.
3. The First party can use the name of the Yenepoya University for promoting the above program in advertisements and other modes of communications. The Promotion of the said programs has to be taken care jointly by the parties.

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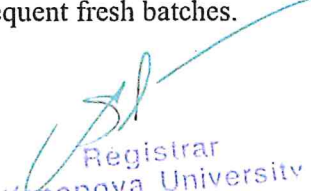
4. The admission criteria and the number of seats for the above said programs are fixed by the Second Party in consultation with First Party.
5. The First Party facilitates necessary train the trainer, consulting and technical support to the faculties of Second Party to deliver the U G Program B.Com in International Accounting & Finance.
6. The First Party provides Electronic Copy of relevant learning materials (For the integrated curriculum of ACCA subjects only) to the students enrolled for the above said Programs.
7. The First Party provides exam oriented training support to the students enrolled for the above program for their external examinations of ACCA. The number of hours per subject / paper/module is given as Annexure 2.
8. The students enrolled for B.Com International Accounting & Finance is given the opportunity to attend the examination of Certificate in IFRS of ACCA as a part of their program.
9. 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 for the examination and pursue the qualifications.
10. The fee to ACCA has to be paid by the students directly as per the Annexure 3.
11. Out of the Tuition Fees Collected, the Second Party has to make the necessary payment to the First party as per the table given below:

Time of Payment	B.Com in International Accounting & Finance
Before the Class Commencement and After the Admission Confirmation	INR 36,000 Per Student

This is for the Batch of 2017-18 while the same will continue for subsequent fresh batches.

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12. The Second Party is not entitled to associate with any other person or company to provide ACCA training during the period of this MoU for this program.
13. 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.
14. It is intended that the terms of this MoU will remain in force for an initial period of Three Years set out above ie, the completion of First Batch or is otherwise terminated in accordance with the provisions of Clause 15. 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.
15. 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.
16. 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 (in equal proportions) by the parties, unless otherwise agreed in writing.
17. 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

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connection with the Collaboration. Any such license will automatically terminate when the MoU is terminated.

18. 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, 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.

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19. 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.
20. In case of any disputes not settled due to arbitration it will be subject to the courts of Mangalore Jurisdiction.

Each party hereby confirms its agreement to the terms contained in this MOU on this 10th day of February, 2017.

On behalf of Yenepoya University


Registrar
Yenepoya University
University Road, Deralakatte
Mangalore, 575 018
Dr. Shreekumar Menon,
Registrar
Yenepoya University

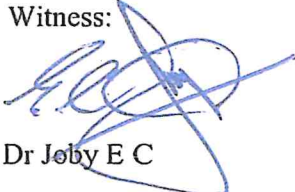
On behalf of ISDC


Mr. Tom Mannapurathu Joseph
Head – Strategy (Kay Markets)
ISDC

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 10th day of February 2017.

Witness:



Dr Joby E C
Principal
Yenepoya college



Ms. Vasumathi Shetty
Asst. Manager – Operations (Mangalore Region)
ISDC


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Annexure 1

Sl.no	Name Of The Subjects
Semester I	
1	English
2	Kannada/hindi/additional english
3	International Financial Accounting-(F3)
4	International Management Accounting-1(F2)
5	Managerial economics(F1)
6	Management theory and practice (F1)
7	Indian constitution
Semester II	
8	English
9	Kannada/hindi/additional english
10	International Management Accounting-II(F5)
11	Financial Reporting (F7)
12	Principles and practice of banking
13	Business mathematics
14	Human rights
Semester III	
15	English
16	Kannada/hindi/additional english
17	International Financial Management (F9)
18	Audit and Assurance(F8)
19	Taxation(F6)
20	Marketing management
Semester IV	
21	English
22	Kannada/hindi/additional english
23	Governance , Risk and Ethics(P1)
24	Corporate Reporting(P2)
25	Taxation II (F6)
26	Indian financial system
Semester V	
27	Business Law(F4)
28	Advanced Financial Management (P4)
29	Business Analysis(P3)
30	Research methodology
31	Human Recourse Management /Consumer Behavior
32	Taxation III(F6)
Semester VI	
33	Advanced Performance Management (P5)
34	Entrepreneurship development
35	Human Resource Development/Advertising management
36	Corporate law
37	Organization behavior
38	Taxation IV (F6)

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Annexure 2


B.Com in International Accounting & Finance

Subjects/Titles	No. of Teaching Hours
F7 Financial Reporting	30
F8 Audit & Assurance	30
F9 Financial Management	30
P1 Governance, Risk and Ethics	30
P2 Corporate Reporting	30
P3 Business Analysis	30
P4 Advanced Financial Management	30
P5 Advanced Performance Management	30

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Annexure 3

B.Com in International Accounting & Finance - ACCA Fees

The ACCA Fees can be found on the URL given below and it is subject to the discretion of ACCA.

<http://www.accaglobal.com/in/en/qualifications/accountancy-career/fees/fees-charges.html?countrycode=India>

Registration and subscription fees Initial registration	£79
Annual Subscription	£95
An exemption fee is charged for each ACCA exam you are awarded exemption from.	
Knowledge exams	
Early entry	£72
Standard Entry	£76
Late entry	£231
Skills exams	
Early entry	£97
Standard Entry	£102
Late entry	£261
Professional exams	
Early entry	£121
Standard Entry	£128
Late entry	£289

Out of the above Fees, the students are getting concession/wavier for Registration and Exemption Fees for the First Six Papers from ACCA. There is no wavier for Annual Subscription and Examinations Fees.

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