



Think Ahead



Memorandum of Understanding

Between

The Yenepoya University, Mangalore

And

Association of Chartered Certified Accountants

ATTESTED

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

Received to be signed through Secy
2/11/18

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MoU”) is made this 10th day of February 2017.

Between the following Parties:

The Yenepoya University Situated at, Deralkatte, Mangalore, Karnataka, India - 575018 (hereinafter referred to as **The Yenepoya**)

And

Association of Chartered Certified Accountants of Adelphi, 1-11 John Adam Street, London, WC2N 6AU United Kingdom (hereinafter referred to as “ACCA”);

ACCA and The Yenepoya, shall hereinafter referred to collectively as “Parties” and individually as a “Party”)

WHEREAS:-

ACCA is a body incorporated by Royal Charter in accordance with the laws of England and Wales. ACCA is the global body for professional accountants and as such, aims to offer business-relevant, first-choice qualifications to people around the world who seek a rewarding career in accountancy, finance and management. ACCA, as at June 2016, has 188,000 members and 480,000 students, who it supports throughout their careers, providing services through a network of 95 offices and centres around the world.

B. The Yenepoya University established in the year 2008 and accredited by NAAC with A grade in the year 2015 and is located at Mangalore, Karnataka.

C. The Parties share common and strong interests in advancement of education and holistic learning and affording the opportunity for individuals of ability to pursue globally relevant qualifications to enhance their future career prospects and ultimately to maintain and develop the profession and the wider economy.

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- D. ACCA and The Yenepoya 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 The Yenepoya 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 The Yenepoya 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 The Yenepoya 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.


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- c) disseminating information in collaboration with each other, to students,
- d) about the accounting profession and the opportunities available to accounting and finance professionals
- e) 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
- f) exchanging, by mutual agreement, academic and examination materials to facilitate teaching and training and preparing students taking ACCA examinations
- g) bring together mutual networks of employers to maximise placement opportunities for ACCA students at The Yenepoya.
- h) 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

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.


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2. Responsibilities and agreements of the Parties

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 The Yenepoya

- a) providing support to The Yenepoya College faculty and lecturers with relevant train-the-trainer events and support from ACCA learning and content partners
- b) update The Yenepoya College 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


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- c) contributing articles or case studies to be published in ACCA magazines on an annual basis

2.3 **Responsibilities and agreements of The Yenepoya**

The Yenepoya College 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 its campus
- 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.


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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.

6. Notices

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
Adelphi, 1-11 John Adam Street, London,
WC2N 6AU
United Kingdom
Indiainfo@accaglobal.com

The Yenepoya University

Address: The Registrar
The Yenepoya University
Deralkatte, Mangalore
Karnataka, India

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University Road, Deralkatte
Mangalore- 575 018, Karnataka


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7. 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.

8. 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.

9. 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 and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated and duly executed by the authorised representatives of The Yenepoya and ACCA.

10. Mutual Cooperation and Relationship

10.1 The Parties realise that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realise their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this MoU in accordance with the spirit of good faith, equity, fairness, close cooperation, mutual assistance and if any dispute arises, the Parties

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shall use their best endeavours to agree upon such action as

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may be necessary and equitable to remove or resolve the cause or causes of the same.

- 10.2 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.

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Yenepoya University



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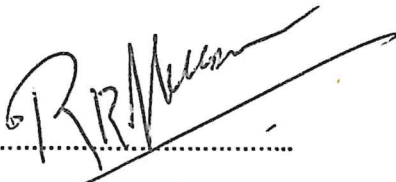
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Mangalore- 575 004, Karnataka

IN WITNESS WHEREOF ACCA and The Yenepoya 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



.....
Mr. Renjith Varma
Head of Partnerships (Emerging Markets)
ACCA

SIGNED BY
For and on behalf of

In the presence of

The Yenepoya University



Registrar
Yenepoya University

.....
Dr. Shree Kumar Menon
Registrar
Yenepoya University
Deralkatte, Mangalore



.....
Dr. Joby E C
Principal
Yenepoya College
Mangalore

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