



SCMS SCHOOL OF TECHNOLOGY & MANAGEMENT

PROMOTED BY PRATHAP FOUNDATION FOR EDUCATION AND TRAINING

Accredited by NAAC and MBA Programme Accredited by NBA

Approved by the All India Council for Technical Education & Affiliated to M. G. University

This is to certify that Vidyarupa School of Management Studies Private Limited (The first party) and SCMS School of Technology and Management Muttom, Aluva, Cochin (The second party) mutually agreed to provide education and training for the students pursuing Certified Management Accountant (CMA, USA) course which is offered by The Institute of Management Accountancy (IMA, USA) at the college campus. The Terms and conditions will be the same as mentioned in the MoU signed on 25.03.2021.

| | |
|---|--|
| Name of MoU | CMA training |
| Name of institutions / industry with home the MoU is made | Vidyarupa School of Management Studies Private Limited |
| Activities under MoU | On the Job Training |
| Start date | 25/03/2021 |
| End date | 24/03/2023 |


Dr. G Sashi Kumar
Principal- SSTM





SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT

SCMS Campus, Prathap Nagar, Muttom, Aluva, COCHIN- 683 106. KERALA

11. Vidyarupa school of management studies PVT LTD

Memorandum of Understanding (MoU)

Between

**M/s. Vidyarupa School of Management Studies Private Limited,
Thrikkakara**

And

SCMS School of Technology and Management, Muttom

1. Parties:

This Memorandum of Understanding (hereinafter referred to as MoU) is made and entered into between **M/s. Vidyarupa School of Management Studies Private Limited**, Flat No 9 A2, Sunrise Thrikkakara Gardens, Thrikkakara, Changampuzha Nagar (P O), Ernakulam – 682 033 represented by its Managing Director Vidya Balachandran, hereinafter referred to as the First Party.

AND

SCMS School Of Technology And Management, Muttom, represented by its Principal, Dr.G.Sashi Kumar hereinafter referred to as the Second Party.


The First Party and Second Party are individually referred to as Party and collectively referred to as Parties.

2. Purpose:

Whereas, the First Party is in the field of providing education and training of students pursuing Certified Management Accountant, USA (CMA, USA) and has proposed to the Second Party, its desire to conduct classes for the students pursuing Certified Management Accountant (CMA, USA) course which is offered by Institute of Management Accountants (IMA, USA) at the college campuses under the ownership and management of Second Party, and

Whereas the Second Party is a pioneer in the field of providing Graduation/ Post-Graduation courses with modern facility and infrastructure support by way of class rooms, library and training equipment required for facilitation of the training, and is willing to associate with the First Party in conducting classes for the Course as herein below defined, and

Whereas the Parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The Parties now, have therefore, agreed to enter in writing these areas of consensus, under this MoU.



VIDYA BALACHANDRAN
Managing Director



Dr. G. SASHI KUMAR
PRINCIPAL
SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT
1



SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT

SCMS Campus, Prathap Nagar, Muttom, Aluva, COCHIN- 683 106. KERALA

Definitions

"Cheque" refers to bank cheques, bank draft or wire transfers

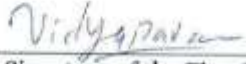
"Course" refers to **Certified Management Accountant (CMA, USA)** provided by **Institute of Management Accountants (IMA, USA)** or any other course as agreed upon from time to time by both the Parties unless specifically mentioned.

"Materials" refers to materials as provided by First Party for the study and preparation of the examination for the Course.

3. Process

Now, therefore, following are the terms and conditions agreed upon between the Parties.

1. The First Party shall provide faculty members who are qualified and experienced professionals in corporates, industries and in the field of education relating to finance and accounting to deliver the classes for the students enrolled for the Course and First Party's coordinator to review the classes and further aid the visiting faculty members in the areas of revision and additional classes.
2. The Second Party agrees to permit the First Party to conduct the Course in their class rooms and provide a conducive atmosphere and infrastructure for the smooth functioning of the classes.
3. The First Party and the Second Party will plan and schedule the exact date(s) of commencement of the classes through mutual discussions.
4. To ensure the success of the MoU, the Second Party will provide all necessary support for the marketing and promotion of the Course within their framework and the marketing collaterals and articles shall be prepared by mutual discussion and shall contain in prominence the name of the First Party as Second Party's associate in providing the Course.
5. The fees structure for First Party to be collected from students shall be as mentioned in Schedule – I, and shall be subjected to revision on a batch basis at the discretion of the First Party in consultation with second party. Any revision to the fee structure in Schedule – I shall be promptly informed to the Second Party.
6. The Second Party shall collect no charges by way of rental or other charges for utilities, including but not limited to, water, electricity etc. from the First Party in connection with and as a consequence of this MoU. Further, the Second Party shall provide projector equipped class room space with furniture and fixtures, to the guest faculty members provided by the First Party for the smooth functioning of the class and the cost of the same shall not be charged on the First Party.


Signature of the First Party
VIDYA BALACHANDRAN
Managing Director


Dr. G. SASHIKUMAR
PRINCIPAL
SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT
Signature of the Second Party 2



SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT

SCMS Campus, Prathap Nagar, Muttom, Aluva, COCHIN- 683 106. KERALA

15. The Second Party shall make no efforts to encourage the faculty members provided by the First Party to propagate the Course on their own or through the Second Party. Further, the faculty members of the First Party shall not be approached for conducting CMA (USA) classes for a period of two years from the termination or completion of the MoU.
16. The parties to the MoU shall be bound by the Standard Operating Procedure (SOP) as attached to this MoU as Schedule – I, forming part of this MoU, and shall refer the SOP for removing any kind of ambiguity that may arise during the time of the exercise of the MoU. For any matters not specifically covered by the MoU or the SOP the parties shall mutually discuss the same and reach a consensus, and such agreement shall be documented, signed and shall be attached with the MoU or the SOP for future reference and thereafter shall form part of this MoU. First party will abide by rules of the second party. First party will have to ensure schedules for CMA (USA) doesn't clash with the scheduling of regular classes of the students.
17. Notwithstanding anything contained in this MoU, the MoU may be terminated by three (3) months prior notice in writing by either Party. In case of such termination, both the Parties agree to fulfill their respective obligations under the MoU so as to complete training for any students who have already been enrolled in the Course.
18. This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising under this MoU shall be discussed and mutually resolved by the Parties. If such mutual discussions do not settle the dispute within sixty (60) days, the Parties agree to refer the matter to for adjudication by the relevant courts of India.
19. Each Party shall hold in confidence and refrain from divulging and cause its personnel to hold in confidence and refrain from divulging to any party whomsoever, all data and information about the other Party or concerning the other Party which each Party and/or its personnel may acquire in connection with this MoU, except as otherwise agreed by the Parties. The Second Party undertakes that the knowledge in relation to the Course acquired through the MoU shall not be used for a period of two (2) years from the date of termination of the MoU by either Party.
20. The Second Party undertakes that the Course shall be propagated and exercised only through the First party and no other party shall be approached for the delivery of the Course in any of the campus under the management or ownership of the Second Party, during the term of this MoU.


Signature of the First Party
VIDYA BALACHAN
Managing Director

Dr. G. SASHI KUMAR
PRINCIPAL
SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT

Signature of the Second Party 4



SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT

SCMS Campus, Prathap Nagar, Muttom, Aluva, COCHIN- 683 106. KERALA

7. Both Parties must conduct the whole exercise under this MoU in the most professional and ethical manner in the larger interest of preserving and promoting the reputation of Vidyanupa School of Management Studies Private Limited and SCMS School Of Technology and Management
8. The First Party, on the advance payment of cost of the Materials as provided in Schedule – I, undertakes to provide an individual and exclusive copy for each of the students enrolled for the Course. The Second Party shall get a written undertaking from each of the enrolled student that the copy of the Materials distributed by the First Party shall not be used in violation of the copy rights or in an unauthorized manner. Further, the First Party assumes no obligations on the violation of the unauthorized usage of any Material provided by the First Party.
9. The First Party, based on the current industry review of the CMA (USA) provided Materials in terms of quality of content, support and affordability. Both Parties have come to an understanding that, the First Party shall, at its sole discretion, determine the materials to be promoted under the MoU, however, the First Party shall reasonably ensure the content, support, quality and affordability of the Materials and which are relevant to the course of study.
10. It is necessary to ensure a minimum number of 25 students and only 60 students can be accommodated per batch.
11. This MoU is effective from the date of signing of this MoU and shall continue to be in force for a period of two (2) years, unless terminated earlier in accordance with the terms of this MoU, and thereafter it may be renewed in writing on the same terms on mutual consent.
12. The fees for the above Courses as mentioned in Schedule – I and as revised from time to time shall be collected in the name of second party and will be transferred to first party.
13. Notwithstanding anything contained in the MoU, the First Party shall interact with the students enrolled for the Course and individually collect feedback, written or otherwise, about the classes or faculty.
14. If the First Party or the Second Party fails to timely and fully meet the requirements herein or has been guilty of any misconduct, dishonesty or has violated any terms of this MoU, even after being served a seven (7) days written notice by the aggrieved Party to cure such breach, default or misconduct, then the aggrieved Party reserves its right to terminate this MoU immediately with written notice to the other Party and without incurring any additional liabilities other than any obligations for payments, if any, which are due up to the date of such termination.

Signature of the First Party
VIDYA BALACHANDRAN
Managing Director

Dr. G. SASHI KUMAR
PRINCIPAL
SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT

Signature of the Second Party 3



SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT

SCMS Campus, Prathap Nagar, Muttom, Aluva, COCHIN- 683 106. KERALA

21. The MoU shall be read and exercised in whole and no part of the MoU shall be read and exercised separately. The MoU consists of the MoU and Schedule – I. Schedule – I shall be amended from time to time and such amended Schedule – I shall form an integral part of the MoU.
22. Each Party shall release, protect, defend, indemnify and hold harmless the other Party from and against any and all losses, claims, judgments and awards arising out of i) injury, illness, disease or death suffered by each Party's personnel, and/or ii) damage or loss of each Party's property, arising out of or in any way relating to this MoU, howsoever and whomsoever caused. Each Party shall maintain all insurances required by it pursuant to applicable laws and/or to fulfill its obligations under this MoU.
23. It is expressly understood and agreed that this MoU is entered into as a contractual relation with respect to the conduct of the Courses, which relationship shall not, under any circumstances, be regarded as a corporation or partnership or consortium or joint venture or association of persons or any other entity having a distinct legal personality whatsoever. Each Party shall perform its respective obligations under this MoU in a lawful manner, consistent with the highest ethical and business standards. Parties shall maintain their respective books and records in connection with this MoU in a complete and accurate manner.

Signed this day on 25th March 2019

Date: 25th March 2019

Place: Muttom

WITNESSES

1. Chirayya Murali Chirayya
2. Aadhira S. Nair Aadhira

Vidya Balachandran
Signature of the First Party
VIDYA BALACHANDRAN
Managing Director

Dr. G. SASHI KUMAR
PRINCIPAL
SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT
Signature of the Second Party 5

Vidyarupa school of management studies pvt ltd

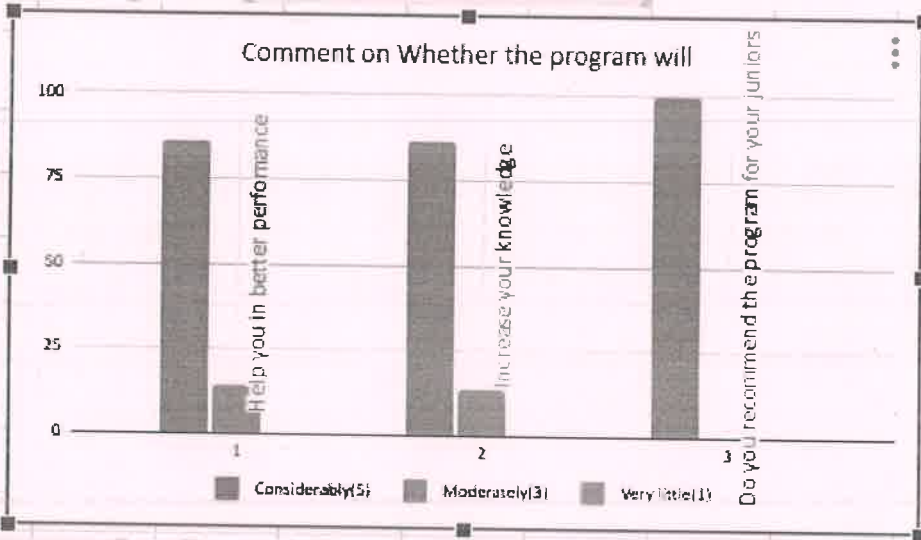
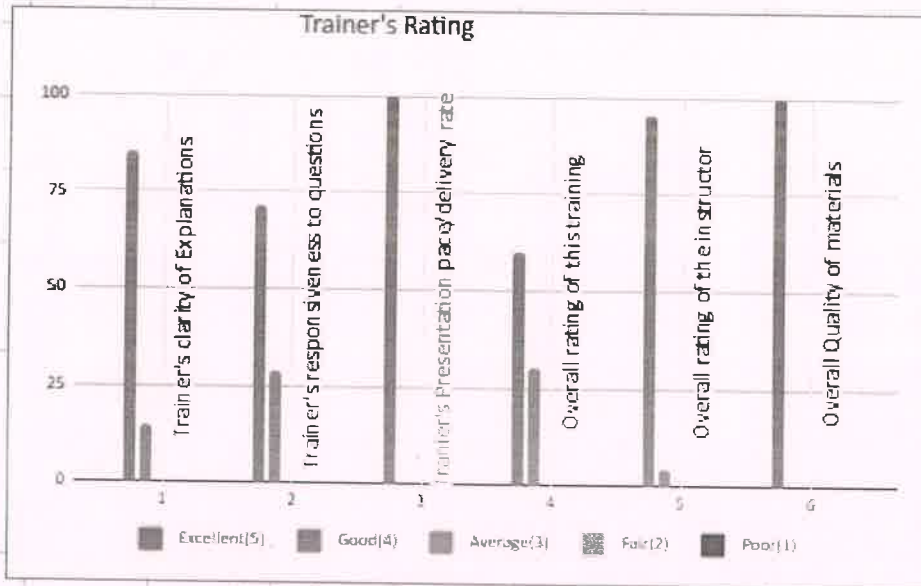
| Trainer's Rating | | | | | | |
|------------------|---|---------------|---------|------------|---------|---------|
| Question No | Question | Response in % | | | | |
| | | Excellent(5) | Good(4) | Average(3) | Fair(2) | Poor(1) |
| 1 | Trainer's clarity of Explanations | 85.25 | 14.75 | 0.00 | 0.00 | 0.00 |
| 2 | Trainer's responsiveness to questions | 71.43 | 28.57 | 0.00 | 0.00 | 0.00 |
| 3 | Tranier's Presentation pace/delivery rate | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 | Overall rating of this training | 60.00 | 30.00 | 0.00 | 0.00 | 0.00 |
| 5 | Overall rating of the instructor | 95.64 | 4.36 | 0.00 | 0.00 | 0.00 |
| 6 | Overall Quality of materials | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| Comment whether the program will | | | | |
|----------------------------------|---|-----------------|---------------|---------------|
| | | Considerably(5) | Moderately(3) | Very litle(1) |
| 1 | Help you in better performace | 85.71 | 14.29 | 0.00 |
| 2 | Increase your knowledge | 86.23 | 13.73 | 0.00 |
| 3 | Do you recommend the program for your juniors | 100.00 | 0.00 | 0.00 |



Dr. G SASHI KUMAR
PRINCIPAL
SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT






Dr. G SASHI KUMAR
PRINCIPAL
 SCMS SCHOOL OF TECHNOLOGY AND MANAGEMENT

