



കേരളം കേരल KERALA

DG 768096

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered on 27/12/2021.

BY AND BETWEEN

TKM COLLEGE OF ARTS AND SCIENCE, Karicode, Kollam, Kerala-691005, PG Department of Commerce represented herein by its **Principal Dr. Chithra Gopinath** (hereafter referred as '**First Party/the institution**') which expression, unless excluded by or repugnant to the subject or context shall include its successors –in – office, administrators and assigns).

AND

LOGIC MANAGEMENT TRAINING INSTITUTES PRIVATE LIMITED, a Private Limited Company Registered under Companies Act, 1956 with GSTIN 32AABCL8151B1Z1 carrying on business at 4th Floor, Metropolis Complex. Civil Lane road, Palarivattom, Kochi, Kerala 682025 represented herein by its Director, Santhosh Kumar K.R (hereinafter referred to as '**Second Party**', company which expression, unless excluded by or repugnant of the subject or context shall include it successors – in-office, administrators and assigns).

no 12156
22/12/21

Principal T.K.M.C. J.G. UTHAMAN
Special Vendor Licent
KILIKOLLOOR



(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as Party')

WHERE AS:

A. **TKM COLLEGE OF ARTS AND SCIENCE** the First Party, is a pre-eminent educational institution located at KOLLAM , Kerala . The First Party provides degree and post graduate programmes and extensive research activities in the field of arts, science and commerce. They desire to collaborate with the Second party in providing coaching for professional finance courses for their students along with their degree and post graduate classes (hereinafter 'the purpose');

B. **LOGIC MANAGEMENT TRAINING INSTITUTES PRIVATE LIMITED**, the Second Party, desires to imbibe coaching for various professional finance courses for the Students admitted to the institution of the First Party;

C. The Parties intent to cooperate and focus their efforts on achieving the purpose;

D. Both Parties, desire to sign an MOU for advancing their mutual Interests;

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, the Parties agree as follows:

**CLAUSE 1
CO OPERATION**

- 1.1 Both parties are united by common interest and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2. First Party will provide co-operation and opportunities to effectively conduct awareness for the professional courses through the Second Party
- 1.3. Second Party will facilitate and provide coaching and support for the students of the First Party interested to pursue the professional courses and add on courses offered by the Second Party
- 1.4. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as maybe required to give effect to the actions contemplated in terms of this MOU. The term of definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1. The budding graduates from the institutions could play a key role in the development, up-gradation, innovation and competitiveness of an industry. Both Parties believe that close co-operation between the two would be of major benefit to the student community to enhance their education, skills and knowledge.
- 2.2. **Courses:** The Second Party will provide training/teaching for the Professional courses shown interest by the students of first party. The Second Party will have the freedom to introduce new courses as and when required which are beneficial to the students of the First Party.
- 2.3. **Admissions:** The Second party will be responsible for the admission process and marketing for the professional courses which will be supported by the First Party. The Second Party has the right to conduct screening during the admission process for the professional courses offered by the Second party. The First Party will not be responsible for the admission procedures and fee collection of the courses offered by the Second Party.
- 2.4. **Fees:** The Professional courses and add on course fees will be collected by the Second Party only which will be informed to the interested students at the time of orientation and admission. The fees once collected will not be refunded under any circumstances. The fees will change periodically according to the respective batches. The Board Fees, Examination Fees, Registration Fees will need to be paid directly by the students of the First Party to the respective Board applicable.
- 2.5. **Class Timings and Coaching :** The Class timings for courses offered will vary according to the courses selected. All the classes offered will be **Hybrid Model**. The First Party will be responsible for the teaching of the degree and post graduate programmes and the Second party will be responsible for the coaching of the Professional and short term courses only.
- 2.6. **Outreach and Extension:** Second Party may actively engage in outreach and extension activities in collaboration with the First Party. The Second Party has the right to market the professional and short term courses offered along with the First Party on prior approval of the content and marketing materials. All the expenses of marketing activities and advertisements initiated by the Second Party should be settled by the Second Party and the Invoices should be in the name of the Second Party.
- 2.7. Second Party need to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programmes (ie; Approval for Professional courses and short term courses should be updated from the regulatory bodies) on the terms specified herein and sign separately negotiated terms of engagement before commencing the items mentioned in the scope of this MoU.
- 2.8. **Revenue Sharing:** The Second Party will share 20% of the respective coaching fees collected (excluding GST) with the First Party for any programme mentioned in the MOU undertaken by the students of the First Party during the academic years which agreed.

- 2.9. The First party will not be allowed to conduct the same professional courses and/or short term courses provided by the Second party in the same premises or in any of the allied premises of the First party.
- 2.10. In case of any other professional courses or short term courses are to be added or removed in the future between the two parties it will be discussed and agreed on mutual consensus.
- 2.11. Each and every admission of the candidates from Second Party will be confirmed on completion of all admission and fee procedures
- 2.12 The Second Party will assist to availing applicable discounts and scholarship for the respective courses prescribed subject to the respective Board approval. The Second Party will also provide orientation at the beginning of the academic year for all the programs offered.
- 2.13 The Second Party will assist in arranging loans on the coaching fees with the respect to approval from the financial institution

Admission Procedures:

- a. Submission of application form
- b. Payment of Admission Fee and Coaching Fees
- c. Interaction with the Academic Team along with parents

**CLAUSE 3
INTELLECTUAL PROPERTY**

- 3.1. Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know – how, inventions, patents, copyrights and designs) of the other Party. Both parties may, in their brochures or website or other documents use the name and logo of the other party for the purpose of mentioning the existence of their contractual relationship.

**CLAUSE 4
VALIDITY**

- 4.1. This MOU will be valid until it is expressly terminated by either Party.
- 4.2. This MOU will be for a period till 31st March, 2024 from the date of commencement of coaching for the courses offered by the Second Party.

- 4.3 Both Parties may terminate this MOU with 2 months notice in writing. In the event of Termination, both parties shall discharge their obligations accrued before the termination.
- 4.4 Both the parties are liable to complete the course tenure, in case of prior termination of the contract.

CLAUSE 5 RELATIONSHIP BETWEEN PARTIES

It is expressly agreed that **College of Commerce** (First Party), and **LOGIC MANAGEMENT TRAINING INSTITUTES PRIVATE LIMITED** (Second Party) are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party, except for the purposes as agreed herein. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

CLAUSE 6 DISPUTE SETTLEMENT

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at Kollam. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction of the Courts at Kollam except jurisdiction for any injunctive relief, which shall lie to appropriate courts having jurisdiction.

CLAUSE 7 MISCELLANEOUS

This Agreement will bind and inure to the benefit of the Parties and their successors and assigns. This document contains the entire agreement between the Parties with respect to the subject matter of this Agreement. No Party will have any obligation, express or implied by law, with respect to trade secret or proprietary information of any other Party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by writing signed by both Parties. Both parties hereby expressly agree that they will not use this association for any other purposes other than for those mentioned in this agreement and will not create any debts/mortgages/other charges using this association. This Agreement represents the entire Agreement and supersedes any and all previous agreements and understandings between the parties relating to the subject matter hereof, and may be amended only in writing, signed by both parties.

CONTACT INFORMATION

Department Of Commerce TKM College of Arts & Science	LOGIC SCHOOL OF MANAGEMENT
Contact Details: 0471 2712240	Contact Details: Nithin N 9072467555
E-Mails: tkmart@gmail.com	E-Mail: nithin@logicpacma.com
Web: https://tkmcas.ac.in	Web: www.logiclearn.com

SEAL OF PARTIES

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and delivered by its duly authorized representative on the date mentioned above.

For and on behalf

For and on behalf

TKM College of Arts and Science, Kollam

**LOGIC MANAGEMENT TRAINING
INSTITUTES PRIVATE LIMITED**

Dr. Chithra Gopinath
Principal

Santhosh Kumar K.R.
Director

Witnesses: (Name & Address)

Witnesses: (Name & Address)

1.
Dr. SHEHNAZ-S.R.
Assistant Professor
2.
Dr. Sumalekshmy S.
(IQAC Coordinator)

1. Alan Philip
2. Dr. Divreshkumar K.V.

Kollam, Kerala

Kollam, Kerala

Date: 27/12/2021

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