



St. Joseph's College of Commerce (Autonomous)

Affiliated to Bengaluru City University

Accredited with A⁺⁺ Grade by NAAC in 4th Cycle (CGPA of 3.57/4)

College with Potential for Excellence

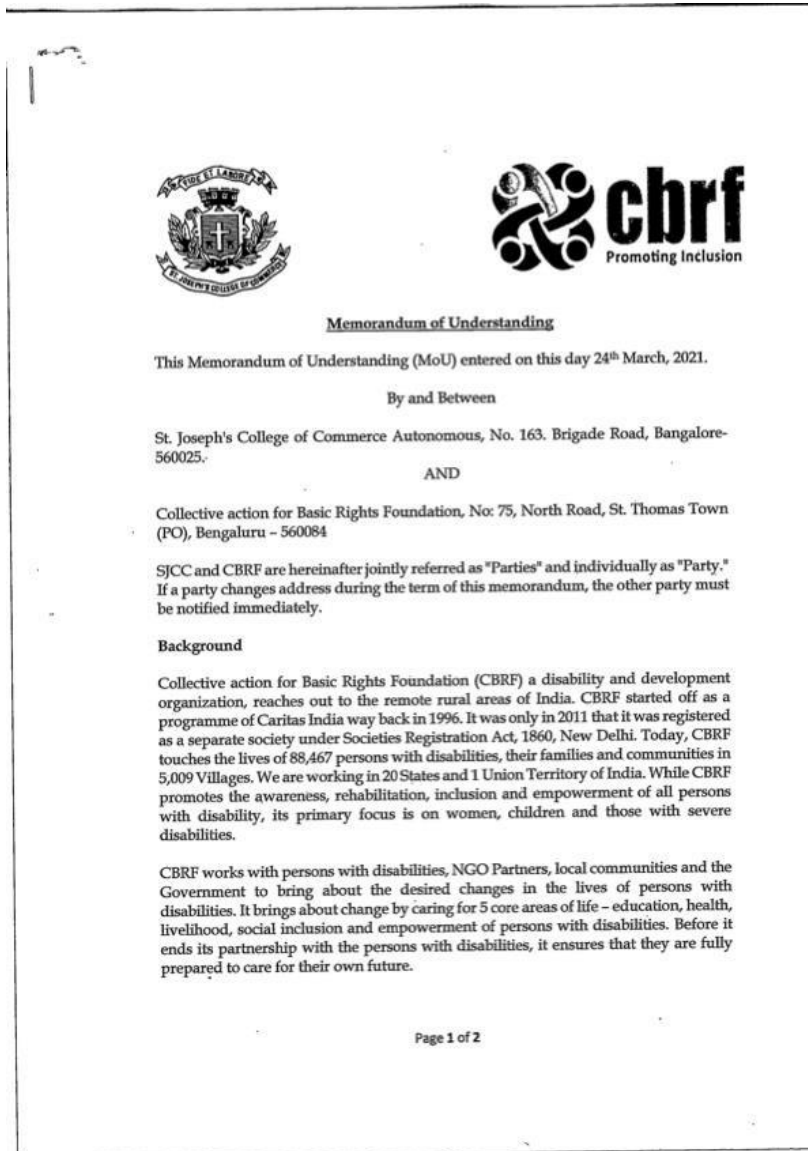
Ranked 74th in NIRF 2021 by the Ministry of Education, Government of India

#163, Brigade Road, Bengaluru - 560025, Karnataka, India

AQAR 2021- 22

3.7.2 Functional MoUs with institutions of national and/or international importance, other universities, industries, corporate houses

Scanned copies of functional MOUs with National Institutions



Goals of Partnership:

Collective action for Basic Rights Foundation will provide a platform for the students of St. Joseph's College of Commerce to intern in the organization for 4-6 weeks. Collective action for Basic Rights Foundation will provide this platform by conducting an orientation for the students.

Whereas,

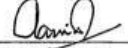
Now therefore, in consideration of the mutual promises set forth in this MoU, the parties here to agree as follows,

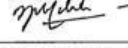
- a) SJCC will be responsible for organizing the students to be present for the orientation.
- b) The programme coordinator, and the concerned representative from Collective action for Basic Rights Foundation will communicate as and when required to monitor the attendance of the students involved.
- c) Collective action for Basic Rights Foundation will take the responsibility of providing adequate training to the students and equip them to perform the tasks at their internships and live projects.
- d) Collective action for Basic Rights Foundation will provide certificates to those students who work for 4-6 weeks and maintain 75 percent attendance.
- e) Collective action for Basic Rights Foundation will provide a report at the end of the internship period to the college with the number of hours each student has contributed and the learning experience gained.

This MoU will remain in force with effect from the date of signing of this MoU until and unless there is a reason for termination. The signature of each party's duly authorized representative below shall evidence the agreement of such party that this MoU accurately summarizes its understanding with respect to the subject matter hereof.

The parties have executed this memorandum of understanding in duplicate on this day in the presence of witnesses indicated below.

Signatures Signed By


Dr. Daniel Fernandes, SJ
Principal
St. Joseph's College of Commerce
(Autonomous)
#163, Brigade Road,
Bangalore - 560 025


Mr. Nicholas Guia Rebelo
Executive Director
Collective action for Basic Rights
Foundation,
No: 75, North Road, St. Thomas Town
(PO), Bengaluru - 560084

Date: 24th March 2021



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
DIGITAL MARKETING TRAINING PROPOSAL 2020 - 2021

60 hours training program
(Skill Development certificate course)

AND

St. Joseph's College Of Commerce (Autonomous),
#163, Brigade Road, Bangalore - 560 025

Greetings from Digital Highflyers!!!

It gives me immense pleasure to be associating with your esteemed institution for the 2nd consecutive year as your digital marketing training partner. Thank you for this opportunity. It has been a wonderful journey with enriching experience where the learning has been both ways.

Introduction

Thank you for taking the time to discuss with us the Digital Marketing training requirements of your esteemed college. Based on our experience at Digital Highflyers, we are confident we can significantly contribute to giving the students a very strong foundation in understanding Digital Marketing and its various platforms.

Digital Highflyers is a start-up that provides digital marketing training services to students, colleges, working professionals, and entrepreneurs. We also provide consulting services to businesses to help them build, develop, and sustain their digital footprint. We run orientations and seminars that educate the audience on the 'what', 'why' and 'how' of digital marketing. We have been successfully conducting orientation sessions and follow-up training programs in colleges in Bangalore for the last one year.

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Digital marketing has gained rapid momentum in the last few years and has revolutionized the way businesses are carrying out their operations and marketing strategies. This has opened up digital marketing as a vast stream of career and business opportunities. The digital marketing industry in India is very promising with an annual growth rate of 35% to 40%. To cater to your requirement, I would like to run digital marketing orientation seminars in your college for students. These seminars provide the students with a strong fundamental knowledge of digital marketing and help them decide on pursuing digital marketing as a career, interest, job, or even a business.

Programmes Offered

Digital Highflyers offers a wide range of digital marketing training programs that are customized to suit the requirement of the college and the objective of the trainings. There are programs that serve as a foundation and they are extensive advanced training programs that focus on building on that foundation like advanced modules, Specialization modules, Job oriented modules, Placement specific modules with varied durations.

Course Details – 60 hours program focusing on skill development

Lesson Plan – 30 hours odd semester

Module	Key Objective	Topics	Duration
Marketing and Digital Marketing (DM)	Provide strong foundational knowledge about Marketing and DM to enable further learning	<ul style="list-style-type: none"> Why Marketing? Traditional Vs. DM Benefits of DM 	1 hour
User Search Behaviour	To gain an in-depth understanding of the user online behaviour	<ul style="list-style-type: none"> What is user online behaviour How to categorize their behaviour Behaviour Analysis 	2 hours
Introduction to Digital Marketing Ecosystems	Understand various platforms available for digital promotions	<ul style="list-style-type: none"> Understanding the complete gamut of various channels of online marketing 	12 hours
Social Media Marketing	Learn Marketing using social media channels – FB, Insta, LinkedIn.	<ul style="list-style-type: none"> What is SMM How to create Ads How to write Ad copies The tools for successfully doing this An overview of budget 	1 hour
Google Ads	To gain an understanding and	<ul style="list-style-type: none"> What are Google Ads Types of Google Ads 	12 hours

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	learn to advertise on Google Ads	<ul style="list-style-type: none"> • When to use Google Ads • Budget over view 	
Analytics	To draw strategies from the data and analytics	<ul style="list-style-type: none"> • Overview of understanding data available for SMM and Google Ads 	1 hour

Lesson Plan - 30 hours Even semester

Module	Key Objective	Topics	Duration
Refresher on modules complete	Students return from vacation break	Refresh topics completed	2 hours
Search Engine and Domain-hosting	Provide understanding on how Search Engine works and understand Domain and Hosting structure	<ul style="list-style-type: none"> • What is a Search Engine and its types • Understand what constitutes a Domain • Selecting a Domain name • Hosting and various types of hosting • Sync domain and hosting 	2 hours
Keyword Research and Competitor Analysis	To be able to conduct keyword research and competitor Analysis	<ul style="list-style-type: none"> • How to do Keyword research • Tools to help in keyword research • Conduct competitor Analysis 	3 hours
Search Engine Optimization	To learn a few basic techniques used to optimize websites	<ul style="list-style-type: none"> • SEO • On-page • Off-page 	2 hours
On-page SEO	To identify techniques that help in effective On-page SEO	<ul style="list-style-type: none"> • Website structure • Website Analysis • Website Audit • Recommendation and report 	5 hours
Off-page SEO	To learn how to effectively build offpage SEO strategies	<ul style="list-style-type: none"> • Build backlinks • Directory submission • Article submission • Comments & guest postings 	4 hours
Content Writing and content curation	To gain an in-depth understanding of Content in DM	<ul style="list-style-type: none"> • Types • Importance • Tools to help 	2 hours
Content Management	To learn the basics of building websites	<ul style="list-style-type: none"> • Word Press • Dashboard 	3 hours

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systems	using CMS	<ul style="list-style-type: none"> • Structure • Basic settings 	
Analytics	Understanding data online to build effective strategies	<ul style="list-style-type: none"> • Google Analytics • Google Search Console • Google Ads Analytics • Facebook Analytics • Pixels • Tracking codes and cookies 	3 hours
		UTM parameters	
Blogging and affiliate marketing	How to Monetize using DM platforms	Blogging AdSense Affiliate marketing	2 hours
Various DM certifications	Understand all certifications online		Google Hubspot Facebook
Conclusion	Recap and Revisit	Summarize the learning	1 hour

The curriculum listed in the table above is designed keeping in mind the audiences that would soon be graduating and will be in the lookout for a job or an assignment for internship. This training will enable the audience to learn the roles and responsibilities expected to be performed by a fresher, beginner, intern as a Digital Marketer. The knowledge and skills acquired through this 60 hour program would make them job ready in the job market.

Today's generation lives in a digital era! With so much advancement in technology and the consumers embracing digital lifestyle, it's important to have in ones kitty any skillset that is associated with digital mediums to give oneself an edge over others in the job market. Also, the digital skill set can be used as a source to create a passive income channel once you establish your identity in the market.

This course entitles the participants to a certificate of course completion at the end of successful 60 hours. The participants will also be trained and assisted to take Google Ads certification online. The Google Ads certificate will be awarded by Google.

Training resources to be provided by college

1. Training will be delivered online. The platform will be of college's choice
2. Students to have access to internet and a device
3. Required student material will be shared for topics delivered




Pricing

The program cost is on a per-participant basis. 2*30 hours program, priced at Rs.2500/- (including 18% GST) per participant.

(The same program when completed in a training institute outside is priced between Rs.20000/- Rs. 25000/-)

Revenue Sharing - College will be paid Rs.500/- for every participant that enrolls for the program and has made full payment of the course fees.

Trainer Profile - Mrs. Ashwini Karthik

Ashwini is a B.com graduate from Mount Carmel College Bangalore. She has gained over 11 years of work experience, working with Infosys BPO and the Presidency group of institutions. Ashwini has specific digital marketing training and consulting experience of over 3 years. She has delivered more than 1200 hours of classroom training for companies like Digital Academy 360 and DigiTechniks in Bangalore, for students, working professionals, business-owners and entrepreneurs. On average, Ashwini has earned a feedback score of 4.7/5 as a trainer. She also supports her clients with their digital marketing strategies and promotional activities. Some of her recent and current clients include Sugar Knocker, Intuceo, DigiTechniks, Samhita Academy, Lead Now, and Digital Vantage. She also has some very encouraging reviews and recommendations from students and clients on her LinkedIn Profile.

Ashwini is certified by Digital Academy 360, a Google Partner, for successfully completing the "Advanced Digital Marketing Certification Program" which included working on live projects and case studies. She is also certified by DigiTechniks for successful completion of the "Integrated Digital Marketing Certification Program". Ashwini also has to her credit, certifications from Google for completing the "Google Adwords Search" and "Display Network" certifications. She has a certificate of course completion from Udemy for "Building a Facebook Chatbot in Chatfuel". She is also certified by IBM on "How to build a chatbot without coding" program on Bluemix platform using Watson Conversation.

In the last 24 months we have oriented and trained 2500+ students from SFS degree college, Jyoti Nivas College, Mount Carmel college, Smt. Kamala Bai girls Education institution, Maharani Lakshmi Ammani College, Malleshwaram, successfully.

Also, trained 150 students from Maharani Lakshmi Ammani College, Malleshwaram on the fundamentals of Digital Marketing- 10 hours program in the month of Jul-Aug 2019.



Also, completed a 60 hours certificate program successfully for the students of St. Joseph's College of Commerce (Autonomous) Bangalore, during the Academic year 2019 – 2020.

Training visiting faculty at:

National Institute of Digital Marketing, Bangalore
IODED – Digital Marketing Training
Digitechniks – Digital Marketing Agency

Workshops, Orientations & Seminars

A 4 hours Digital marketing overview workshop conducted in SFS degree College, Electronic city, Bangalore Successfully oriented students of SJCC, Bangalore on the topic "Marketing in Digital World"

A 2 hours Digital marketing orientation program for the students of SFS degree college, Electronicity, Bangalore Oriented the students of Department of Entrepreneurship, SJCC College, Bangalore, on the essence of Digital Marketing in today's Entrepreneurial journey.

LinkedIn profile URL: <https://www.linkedin.com/in/ashwini-karthik/>

Company: Digital Highflyers

Contact person: Ashwini Karthik

Contact number: +91-8431452143 / +91-9886657430

Email: ashwini@digitalhighflyers.in





MEMORANDUM OF UNDERSTANDING
BETWEEN

eigoPaathshala®

AND

ST. JOSEPH'S COLLEGE OF COMMERCE[AUTONOMOUS], BANGALORE,
INDIA

This Memorandum of Understanding (MOU) sets for the terms and understanding between eigoPaathshala® and St. Joseph's College of Commerce[Autonomous], Bangalore, India (hereon SJCC) to participate in a Cultural Exchange Program between India and Japan.

Background

This joint collaboration among other activities, would include:

- Programs for study and/or service primarily as student exchange programs for studying and experiencing culture, languages, and promoting exchange of ideas
- A cultural exhibition to provide an opportunity for the fusion/experience of culture and traditions of both the countries
- Exchange of invitations to scholars to participate in conferences, lectures and seminars
- Joint research activities, publications and library exchanges
- Exchange of faculty members and students for study, teaching and research

Purpose

The objective of this MoU is to express willingness of both parties to engage in an effort to promote cultural ties between the two countries as well as to develop and expand relationships between Indian and Japanese students. It also aims at exposing the students of each country to the culture and traditions of the other.

The above goals will be accomplished by undertaking the following activities by SJCC:

- A student exchange program to be organized to facilitate exchange of ideas.
- A cultural exhibition to be organized for the exchange students on the college campus.
- Invitation letters to be issued to the participating students.
- A group of volunteers (student organizers) chosen by the college to come together and work with foreign students on organizing the cultural exhibition.
- The infrastructure to be provided, as needed (a projector, classroom for holding discussions etc.
- Participation certificates to be awarded to the organizing/participating students.
- Safety and well being of the foreign students to be ensured on campus.

Services to be rendered by eigoPaathshala® include:

- Providing a brief profile of the Exchange students, their expectations, and beliefs.
- List of cultural events that could be organized as a part of the cultural exhibition.
- List of stalls to be put up during the cultural exhibition along with the details of the items to be sold/displayed.
- Necessary arrangements for the foreign exchange students' stay in India.
- Facilitating language learning and ensuring the foreign students settle down and warm up to the new country's environment in order to ensure smooth and active participation during the exhibition.
- The expenses incurred on the exhibition arrangements other than the ones mentioned as part of the infrastructure needed.

Funding

This MoU agrees to collaboration of both parties to facilitate and promote a healthy exchange of culture and ideas and is based on academic intentions. All activities are subject to specific agreements and shall not be considered to confirm the intent of financial contribution. This Agreement is not considered to be a contract creating legal and financial relationships between the parties.

Duration

This MOU may be modified by mutual consent of authorized officials from eigoPaathshala® and SJCC. This MOU shall become effective upon signature by the authorized officials from eigoPaathshala® and SJCC and will remain in

Functional Memorandum of Understanding

AY : 2021- 2022

effect for five years until modified or terminated by any one of the partners by mutual consent.

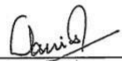
Addendum

Any addendum to this MOU shall be in writing and signed by both the parties.


The terms and provisions of this agreement are subject to specific binding agreements and can be modified only through mutual agreement between both the parties.

For St. Joseph's College of Commerce

For eigoPaathshala®



Dr. Daniel Fernandes, SJ Principal
Principal
St. Joseph's College of Commerce
(Autonomous)
163, Brigade Road, Bangalore-25



Kunal, HR Head,
eigoPaathshala

2-March, 2020


2 March, 2020

Date

Date



St. Joseph's College of Commerce (Autonomous)



Ernst & Young LLP
Golf View Corporate Tower - B
Sector-42, Sector Road
Gurgaon -122 002
Haryana, India

Tel : +91 124 464 4000
Fax: +91 124 464 4050
ey.com

SCHOLARSHIP AGREEMENT

This agreement (hereinafter referred to as the “**Agreement**”) is made on this 8th day of March, 2018 (hereinafter referred to as the “**Effective Date**”) at **St. Joseph's college of Commerce, Bangalore BY AND BETWEEN**

ST. JOSEPH'S COLLEGE OF COMMERCE, BANGALORE No-163, Brigade Road, Bengaluru, Karnataka 560025

AND

Ernst & Young LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having its registered office at 22, Camac Street, Block 'C', 3rd Floor, Kolkata - 700016, West Bengal, India (hereinafter referred to as “**EY**”).

Both College and EY may hereinafter be referred individually as “**Party**” and collectively as “**Parties**” as the context may so require.

WHEREAS:

- A. EY with a view to encourage goods students and popularise the EY Brand by creating visibility among students wishes to support the skills development of a student of Commerce and Humanities stream of the College by providing him/her scholarship amount of INR 1,00,000/- and an opportunity to intern at EY for a period of 2 months (hereinafter referred as “**EY Scholarship**”). This would encourage deserving students understand EY values, work culture and make them understand why EY is one of the top most professional service provider in India.
- B. College has represented to EY that it will encourage its students to apply for EY Scholarship.
- C. The Parties are desirous of reducing, in writing, mutually agreeable terms and conditions of their understanding in this Agreement.

Ernst & Young LLP is a Limited Liability Partnership with LLP Identity No. AAB-4343
A member firm of Ernst & Young Global Limited, Regd. Office at 22 Camac Street, 3rd Floor, Block C, Kolkata - 700016



NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Term and Validity

- 1.1 This Agreement shall come into effect on the day it is signed by both Parties and shall be valid for a period of 3 year, and may be extended for additional terms of one year each upon mutual consent in writing by both Parties prior to termination of this Agreement or the extended terms.
- 1.2 The EY Scholarship will be awarded to only one student per annum from the College.

2. Selection Process

- 2.1 **Business Case Submission** - All the students who will apply for the EY Scholarship will be required to submit a business case for their entrepreneurial idea in a format provided by EY.
- 2.2 College shall appoint a member of the Commerce or Humanities Faculty and a student member within the second year of the Commerce or Humanities stream who, together, shall serve as the "College Coordinators" of this program from the College.
- 2.3 EY will share with the College Coordinators the time allowed for submission of the business case and the means of submitting the same to EY.
- 2.4 Each student will be required to submit the completed business case by the stated due date using the method prescribed by EY and shared with the College Coordinators.
- 2.5 **Shortlisting Round** - The Evaluation committee of EY will short-list 5 students for the final round of the personal interview.
- 2.6 **Final Selection Round** - Each short-listed student will be required to present their business case through a presentation to the selection panel comprising of EY representatives and two College professors.
- 2.7 Only one student will be selected from the pool of short-listed candidates in the Final Selection Round in a year and will receive the scholarship amount of INR 1,00,000/- (Rupees One Lac only)



and internship with EY for a period of 2 months (hereinafter referred as the "EY Scholar").

2.8 Winning certificate will be provided to the EY Scholar at the end of the Final Selection Round.

2.9 The decision of EY for selection of EY Scholar shall be final and binding on the Parties, and the College or the College students shall not make a claim against the decision.

3. College Responsibilities

3.1 College will ensure students applying for the EY Scholarship do not have any disciplinary proceedings initiated against them and who bear good moral character.

3.2 College will give wide publicity to EY Scholarship program within the College campus.

3.3 College will provide adequate space or logistics support in their campus, as and when required for the purpose of introducing the program, enrolling participating and final selection of a student for Scholarship.

3.4 College will organize an event and invite all students of the Second Year program in Humanities and Commerce stream to attend a one hour introductory talk on the scholarship program and selection process.

3.5 College will organize the event and shall invite all students of the College to be spectators of Final Selection Round.

3.6 College will support EY in organizing student engagement activities, such as quiz, contests, or other interactive sessions with the audience on the day of the Final Selection Round.

4. EY Responsibilities

4.1 EY will provide the Scholarship Student with an opportunity to intern at an EY firm in India, as per the terms and conditions set by EY.

4.2 EY will pay the agreed scholarship amount to Scholarship Student upon being selected as the successful candidate after due selection process as mentioned in Clause 2 above.

4.3 EY will conduct student engagement activities on the day of the event, eg. EY quiz and Facebook contest



- 4.4 EY will showcase winner, college and the event on its Career page on Facebook.

5. Payment Terms

- 5.1 Cheque of INR 1,00,000/- will be given to the winner within one month of announcement (subject to receiving all the necessary documents including PAN card, bank account details, email id and address from the winner required for preparation of the cheque)
- 5.2 The above payment would be subject to withholding tax as per provisions of section 194C of the Income Tax Act, 1962 since this payment is being made for encouraging goods students, popularising EY Brand and creating visibility among students.

6. Confidentiality

The Parties hereby agree that all information received by the Parties in the course of this Agreement will be kept in strict confidence and used only for the purposes of this Agreement. Such information shall not be disclosed, even after expiry or earlier termination of this Agreement, to any third party without the prior consent of the Party to which it relates, except to comply with legal or regulatory obligations of the disclosing party.

7. Amendment

- 7.1 No modification or amendment of any term or condition of this Agreement shall be effective unless mutually agreed upon in writing by both Parties.

8. Anti-Bribery, Corruption and Money-laundering

- 8.1 In the performance of the responsibilities under this Agreement, the College and its shareholders, affiliates, officers, directors and employees and College's agents acting for the College in connection with this Agreement including any business partners, if any, shall comply fully with all applicable anti-corruption, anti-bribery and anti-money laundering laws including without limitation the Indian Prevention of Corruption Act, 1988, the UK Bribery Act, 2010, the U.S. Foreign Corrupt Practices Act, 1997, and the Indian Prevention of Money-laundering Act, 2002, and any laws intended to implement the OECD Convention on Combating



Bribery of Foreign Public Officials in International Business Transaction, and shall refrain from doing any such act, deed or thing that may cause EY to be in violation of such laws (hereinafter referred as "Anti-Corruption Laws").

8.2 In the performance of the proposed responsibilities, the College shall also comply with all applicable laws including without limitation enactments, orders, ordinances, rules, regulations, resolutions, and guidelines as promulgated from time to time and having the force of law (hereinafter referred to as "Applicable Laws").

8.3 Without prejudice to the generality of the preceding clause 8.1, the College shall not offer, give, receive or solicit (and, if an entity, shall cause its personnel not to offer, give, receive or solicit), directly or indirectly, money or anything of value to or from:

8.3.1 any third party to influence their actions or functions improperly or to otherwise gain an unfair advantage;

8.3.2 any of EY's employees, managers, partners or other personnel in connection with the performance of the Services to influence their actions or functions improperly or to otherwise gain an unfair advantage;

8.3.3 any Government Official. "Government Official" means any Indian or foreign government official or employee (including employees of a government corporation or public international organization), any political party, candidate for public office, judicial officer and any Indian public servant (as defined in the Prevention of Corruption Act, 1988).

None of the fees paid pursuant to this Agreement will be paid, directly or indirectly, to any of the EY's employees, managers, partners or other personnel or a Government Official.

8.4 College agrees that EY may disclose the terms of this Agreement, including the College's identity and the payment terms, to any third party who, in the EY's judgment, has a legitimate need to know, including Government agencies.

9. Indemnity

9.1 To the fullest extent permitted by applicable law and professional regulations, College shall indemnify EY, the other EY Firms and the



EY Persons against all losses, damages and claims by third parties or its students against EY under this Agreement.

10. Liability

- 10.1 The aggregate liability of EY under this agreement, or otherwise in connection with the obligations to be performed hereunder, shall in no event exceed the total scholarship amount payable by EY under this Agreement during a year.

11. Termination

- 11.1 Either Party shall be entitled to terminate this Agreement without assigning any reason by giving 30 days prior written notice to the other Party.
- 11.2 EY may terminate this Agreement, immediately upon written notice to the College in the event EY determines that College is in breach of the terms of this Agreement.

12. Severability

- 12.1 The validity of this Agreement shall not be affected should one or more of its terms or conditions be or become legally invalid so long as such term or condition is severable from and not fundamental to the obligations of either Party to this Agreement. In such case, the Parties shall negotiate in good faith to replace the invalid provision(s) with a legally valid and enforceable provision(s) which serves the same purpose or the purpose closest to the invalid or unenforceable provision(s) to the greatest extent possible.

13. Assignment

- 13.1 College shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of EY.

14. Force Majeure

- 14.1 All contractual obligations of either Party will be suspended for so long as and only to the extent that fulfillment of obligations and performance of services is prevented by reason of Force Majeure



like strike, flood, war, civil commotion, lockout or an act of God, provided always that such reason of Force Majeure is beyond the reasonable control of the Parties. The affected Party shall promptly notify the other and shall consult together to find out mutually acceptable solution.

15. Notices

- 15.1 Any notice required or permitted to be given hereunder shall be in writing and sent by prepaid registered mail or by a courier service, in the manner as elected by the Party giving such notice to the following addresses:

To EY	To College
[Golf View Corporate Tower B, Sector 42, Sector Road, Gurgaon , Haryana 122002]	[No-163, Brigade Road, Bengaluru, Karnataka 560025]
Attention: _ Rakhi Bhatia	Attention: Dr. Daniel Fernandes S. J

All notices shall be deemed to have been validly given on the business date of receipt of the courier or registered mail.

- 15.2 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than thirty (30) days prior written notice.

16. Relationship Of Parties

- 16.1 Nothing contained herein shall be deemed to create any partnership, joint venture, or relationship of principal and agent between EY and the College or any of their affiliates or subsidiaries, or to provide either EY or College with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other. Nothing contained herein shall be construed in a manner that prevents EY from entering into similar agreements with other service providers.



17. Independence

17.1 College represents and warrants that as of the date of this Agreement and throughout its duration:

17.1.1 College (and, if an entity, its directors, executive officers and substantial equity owners) are not director(s), executive officer(s) or substantial equity owner(s) in any audit client of any entity in the global network of Ernst & Young firms;

17.1.2 the amount College expects to earn under this Agreement shall not exceed 10% of its total annual revenues; and

17.1.3 College is in compliance with all laws and regulations applicable to its functioning.

18. Governing Law and Jurisdiction

18.1 This Agreement shall be governed by and construed in accordance with the laws of India.

18.2 Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Indian courts.

19. Miscellaneous

19.1 This Agreement supersedes any and all prior agreements either oral or in writing among the Parties in respect of the subject matter thereof.

19.2 Each Party shall bear its own cost and expenses incurred by it in connection with the execution of and completion of this Agreement.

19.3 This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties to this Agreement have signed and executed this Agreement on the date and day first above written in the presence of their respective witnesses.

Functional Memorandum of Understanding

AY : 2021- 2022



FOR AND ON BEHALF OF

[EYLLP]

Sandeep Kohli
Partner | Talent Lead

Witness:

Signature:

Name:

FOR AND ON BEHALF OF

[St. Joseph's College of Commerce]

Dr. Daniel Fernandes S.J.
Principal
St. Joseph's College of Commerce
(Autonomous)
163, Brigade Road, Bangalore-25

Witness:

Signature:

Name: Kunal Dave

St. Joseph's College of Commerce (Autonomous)

**MEMORANDUM OF UNDERSTANDING
BETWEEN**



**ST. JOSEPH'S COLLEGE OF COMMERCE
(AUTONOMOUS), BANGALORE
AND**



**FINMARK TRAINERS INDIA PVT LTD
CHENNAI**



25 FEB 2020

தமிழ்நாடு தமில்நாடு .TAMIL NADU

Finmark Trainers
India Pvt Ltd

V.KALYANE
Licenced Stamp Vendor 73AB 690532
Licence No.3822/17/11/93
17,Sripuram Second Street
Royapettah, Chennai- 600014

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

FINMARK TRAINERS INDIA PVT LTD

AND

ST. JOSEPH'S COLLEGE OF COMMERCE (AUTONOMOUS),
BANGALORE

This Memorandum of Understanding (MOU) is a service agreement to provide content for the courses both offline and Online, offer training to students and conduct certification exams between Fin mark Trainers India Pvt Ltd (Finmark), a company registered in India and having its Registered Office at ACROPOLIS 6TH FLOOR No. 148, Dr. Radhakrishnan Salai, Mylapore, Chennai - 600 004 Tamil Nadu India and the St. Joseph's College Of Commerce (Autonomous), Bangalore.

For FINMARK TRAINERS INDIA PVT. LTD.

G. S. S. S.

Authorised Signatories

To this end the parties operating under this MOU agree as follows:-

A. PURPOSE: Finmark is a leader in financial market education and imparts financial market training across the country. With the capital markets booming, there is a dearth of trained and certified manpower. Finmark conducts short-term, placement-focused skill enhancement trainings across the country. It has strong tie-ups with leading BFSI companies and helps them source knowledgeable and skilled resources that are productive for organizations in the least possible time.

St. Joseph's College of Commerce (SJCC) is a Bangalore University-affiliated college operated by the Jesuits. It is autonomous and has an independent examination and recognition system.

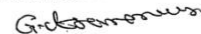
The Commerce, and Business Management departments of SJCC are reputed in securing programs which supplement and complement the Graduate Degree programs

The parties intend to enter into an MOU to Provide Diploma and Certification programs for the students of the College in association with FINMARK as their knowledge and training partner.

B. CERTIFICATION PROGRAM: Finmark will provide course content, train students and conduct offline /online exams for the FINANCE MARKET PROFESSIONAL PROGRAM (FMP). The FMP consists of four modules

- i. Fundamentals Of Capital Market
- ii. Mutual Funds
- iii. Community Finance
- iv. Investment Advisor (Level 1)

For FINMARK TRAINERS INDIA PVT. LTD.



Authorised Signatories

C. Finmark shall run both online and offline certification programs for SJCC for their Commerce, and Business Management discipline and other students (who may be interested) undergoing their 1st year of their UG program.

D. **RESPONSIBILITIES:** Finmark will be responsible to provide the content (both offline and online). Further, Finmark will offer training to the students for both offline and online exams. In the offline mode, Finmark will depute suitably qualified and experienced trainers to handle the sessions. Finmark will also let its brand be used to issue a co-branded certification from SJCC.

E. **FINANCIAL AGREEMENT:** Finmark and SJCC agree to the revenue sharing structure as per the **Schedule** mentioned in Page # 5 of this MOU.

F. **PAYMENT:** SJCC shall pay the course fee to Finmark as per schedule below:

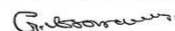
Mode	Month of payment	Payment terms
First payment	November	30%
Second payment	50% syllabus completion	20%
Final payment	End of term	50%

Finmark will formally produce an Invoice for the same.

G. **TERM:** Terms of this MoU shall be for the course of *One year*, commencing on the 19th of October, 2020. The MoU can be renewed for a further period of three years on terms agreed by the parties at that time.

H. **TERMINATION:** This MoU may be terminated by either party by notice in writing from the party not at fault if the other party is in breach of this MoU and fails to remedy the

For FINMARK TRAINERS INDIA PVT. LTD.



Authorised Signatories

breach within thirty (30) days from receipt of notice in writing from the first party specifying the breach.

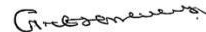
I. CONFIDENTIALITY OF INFORMATION: The parties herewith undertake to treat confidentially all information that they obtain directly or indirectly from each other within the framework of the student mobilization and training engagement. Confidential treatment means that the information obtained may not be made available to a third party and that the information may not be used for the parties' economic purposes or for the purposes of a third party. The parties undertake to use the information obtained solely for the purpose stipulated in the preamble. Any use going beyond that purpose or the conveying of information to a third party requires the written consent of both parties.

J. FORCE MAJEURE: Non-performance of either party (except for payment obligations) shall be excused to the extent that performance is rendered impossible by strike, fire, flood, war, terrorism, act of God, government acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

K. NON-COMPETE and NON- POACH: Finmark and SJCC and its employees should not propose any potential project directly with the Client(s)/ Students for whom work is undertaken as part of this MoU without the formal and written consent of the other party.

L. LANGUAGE: The parties hereto are satisfied that this MoU and all related documents be drawn for training purposes or any other purposes in the English language.

For FINMARK TRAINERS INDIA PVT. LTD.



Authorised Signatories

M. ALTERATION: Alterations and supplements to this MoU must be made in writing to hold validity.

N. Neither of the parties shall do any act which is unethical, immoral or against any prevailing or future Law of India.

O. REGISTRATION FOR THE PROGRAM: SJCC shall nominate one its Faculty as the Course Coordinator for this program. SJCC will induct students from the Commerce and Management discipline. The program will be dealt in two semester. During the First year, students will be encouraged to sign up for four modules.

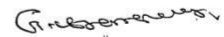
As a mandatory program, SJCC should help in adding students for each of the four modules.

P. CONDUCTING OF THE CLASSES: For the First Year Degree, one /two module shall be completed over a period of two/ four days during the First Semester.

If only one module is completed in the First Semester, then the second module shall be completed in the Second Semester.

The third and the fourth modules for these students shall be completed either during the Third Semester or during the Summer Holidays or in the First Semester of their second year in the Degree. The exact date shall be finalized jointly by Finmark and SJCC one month before the actual training dates.

For FINMARK TRAINERS INDIA PVT. LTD.



Authorised Signatories

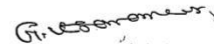
Q. INTERNSHIP : During the summer vacation of the second year students (who have completed all the four modules successfully), Finmark shall strive to use its good offices to try and organize internships for a period varying from 10 days to one month. Finmark and SJCC understand that Internship is subject to Internships being available at that particular point.

R. EMPLOYMENT OPPORTUNITY: When the students complete their Final year degree or PG, Finmark shall use its good offices to bring potential employers to SJCC or otherwise render help to the students (who have completed all four modules) to find suitable jobs.

S. PREPARATION FOR INTERVIEW: Finmark shall organize a two day session (at no cost to SJCC or to the students) to improve the soft skills of the students (who have completed all the four modules) and conduct mock interviews. This session will be open only to Final year degree and Final Year PG students.

T. EXAM: At the end of each training module, Finmark shall conduct a test. The test date unless otherwise agreed shall be on the last day of the training for each module. If any student fails or misses the exam for whatever reason, Finmark shall organize a retest.

For FINMARK TRAINERS INDIA PVT. LTD.


Authorized Signatories

improve the soft skills of the students (who have completed all the four modules) and conduct mock interviews. This session will be open only to Final year degree and Final Year PG students.

T. EXAM: At the end of each training module, Finmark shall conduct a test. The test date unless otherwise agreed shall be on the last day of the training for each module. If any student fails or misses the exam for whatever reason, Finmark shall organize a retest.

U. FEES: The fees paid to Finmark shall not be refundable under any circumstances.

Declaration: In witness whereof, the undersigned parties, by their duly authorized representatives below, have executed and entered into this MOU as effective of the date signature.

St Joseph's College of Commerce (Autonomous)			Finmark Trainers India Pvt Ltd		
Signature		Signature		Signature	
Name	Fr. Daniel Fernandes, SJ	Name	Benila Susan Jacob	Name	Glenn Roger Carr
Title	Principal	Title	Course Coordinator	Title	Director
DATE	19-Oct-20	DATE	19-Oct-20	DATE	

For FINMARK TRAINERS INDIA PVT. LTD.
Authorised Signatories

SCHEDULE

REVENUE SHARING MODEL

	Cost Per student
Total	6000
Finmark	3390
GST 18 %	610
Finmark Total	4000
Share of SJCC	2000





6
For FINMARK TRAINERS INDIA PVT. LTD.

Authorised Signatories



MEMORANDUM OF UNDERSTANDING

This MOU has been made and entered into as of this 24th day of Nov, 2006 between Hutchison Essar South Limited (Hutch) and STCC College.

1. Purpose:

The purpose of the MOU shall be to develop a continuous and rewarding relationship between Hutch and College. Hutch shall offer a host of services collectively called Campus Connect to the Administrative body of College with an intention to reduce, if not eliminate the communication gap between the management and the students and act as a virtual notice board.

2. Term of the MOU:

This MOU shall commence on the date first above written and shall continue in existence until terminated or dissolved by parties to this MOU or as hereinafter provided.

3. Obligations of the Parties:

Both the parties are responsible for carrying out their respective obligations under this MOU in full trust and confidentiality and to the best of their respective abilities.

4. Rights and Duties of the Parties:

A. Hutch

- 1) Hutch shall have full, exclusive and complete authority and discretion in the management and control of the business of the venture, 'Campus Connect', subject whenever to getting prior approval of the college management.
- 2) Hutch shall manage and control the affairs of the venture to the best of its ability and shall use its best efforts to carry out its obligations.
- 3) Hutch shall not disclose telephone numbers of students to third parties for any commercial purposes.
- 4) Campus Connect shall be provided completely free of charge for the first 3 months which shall be reviewed at Hutch's sole discretion.
 - a.. Hutch shall provide this service FREE of charge in a limited manner post the first 3 months in terms of the number of free bulk push sms' per day limited to the mobile enabled student strength which would be reviewed by Hutch after 3 months.
 - i. The institution would still be able to send SMS to the students post this period but the same will appear as an "alert" to the students. The student can then exercise the right to 'pull' the same information by sending the

Functional Memorandum of Understanding

AY : 2021- 2022



appropriate alert code as would be sent to him in the 'alert' sms on his mobile phone.

- b. Hutch shall not charge The College for the development of the application
- c. This FREE SMS part of the service applies for local SMS only.
- d. National and International SMS will not be free at any point in time
 - i. All national SMS will be charged Rs 2/- (Rupees two only) per SMS and International SMS at Rs 5/- (Rupees five only) per SMS.

B. (SCC)

- 1) Messages exchanged by using Campus Connect application are to be restricted to only information pertaining to academic and cultural activities of College.
- 2) There shall be no commercial use of Campus Connect application/ either by the administration or staff or the students of College.
- 3) Non-Disclosure of username and password to anyone other than the Student/Faculty representative shall be strictly adhered to by the administration/staff/the students of the institution.
- 4) Non-Disclosure of "Campus Connect" facility by College to any third party such as other service providers offering the same service shall be adhered to by the administration/staff/the students of College.
- 5) The parties to this MOU shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the venture and such course of conduct did not constitute negligence or misconduct.

So agreed and executed this 24th day of Nov, 2020.

For The Institution

(Dr. F. Daniel Fernandes sj)

For HUTCHISON ESSAR SOUTH LTD

(Vino Matthal)
Vino Matthal
(Head Marketing OPS)

(Vidya Natarajan) 9448477198

Hutchison Essar South Ltd., Maruthi Infotech Centre, Ground Floor, B Block, 11/1, 12/1, Koramangala Intermediate Ring Road, Amar Jyoti Layout, Bangalore - 560 071.
Tel: +91 (0) 80-4119 3000 Fax: +91 (0) 80-4130 0520. www.hutch.in

St. Joseph's College of Commerce (Autonomous)



Memorandum of Understanding

This Memorandum of Understanding (MoU) entered on this day 24th March 2021

By and Between

St. Joseph's College of Commerce No. 163, Brigade Road, Bangalore- 560025.

AND

Ingenious Faces, 5th Floor, A163/1, HK House, opp. Indian Handicraft Emporium, Lado Sarai, New Delhi, Delhi 110030.

(SJCC and Ingenious Faces are hereinafter jointly referred as "Parties" and individually as "Party") If a party changes address during the term of this memorandum, the other party must be notified immediately.

Background:

Ingenious Faces is an ecosystem of students, entrepreneurs and young professionals from around the world that enables learning unhindered by boundaries. Using 'Experiential Learning' and 'Entrepreneurial Mindset' as principle tools to unlock Employability Skills, Ingenious Faces enables each individual to find their own 'Genius'.

Goals of Partnership:

Ingenious Faces will provide a platform for the students of St. Joseph's College of Commerce to access remote internships, work from home skill building programmes and global study tours. Ingenious Faces will provide this platform by conducting an orientation for the students.

Whereas,

Now therefore, in consideration of the mutual promises set forth in this MoU, the parties hereto agree as follows,


- a) SJCC will be responsible for organizing the students to be present for the orientation.

- b) The Internship coordinator, and the concerned representative from Ingenious Faces will communicate as and when required.
- c) Ingenious Faces will take the responsibility of providing adequate training to the volunteers and equip them to perform the tasks at their internships and live projects.
- d) Ingenious Faces will provide certificates to those students who work for 4-6 weeks and maintain 75 percent attendance.
- e) Ingenious Faces will provide a report at the end of the internship period to the college with the number of hours each student has contributed and the learning experience gained.

This MoU will remain in force with effect from the date of signing of this MoU until and unless there is a reason for termination. The signature of each party's duly authorized representative below shall evidence the agreement of such party that this MoU accurately summarizes its understanding with respect to the subject matter hereof.

The parties have executed this memorandum of understanding in duplicate on this day in the presence of witnesses indicated below

Signatures Signed By


Dr. Daniel Fernandes SJ
Principal
St. Joseph's College of Commerce
(Autonomous)
163, Brigade Road, Bangalore-25


Apoorv Bamba
Co-founder & CEO
Ingenious Faces

Date: 24th March 2021

Functional Memorandum of Understanding

AY : 2021- 2022



To

Date: 15 th Sept 2020

The Principal

St. Joseph's College of Commerce

Brigade Road

SUB: MOU to deliver IT4U Certified Professional Program in Aviation, Tourism and Hospitality management training program the students of SJCC

Dear Sir,

IT4U Services (India) Private Limited, is the Business Partner of Aptech Aviation academy and is based in Vikas Towers, 3rd Floor, # 36 Castle Street (Off Brigade Road), Ashok Nagar, Bangalore - 560025. We Glad to have been Authorized to conduct the Aviation, Tourism and Hospitality management courses for the students of St Joseph's College of Commerce.

We wish to sign the MoU with St . Joseph's College of Commerce Institutions to deliver above program at your College premises for the period of 60 Hrs for BBA Students of 2020-21 batch .

For IT4U Services (India) Pvt Ltd
For IT4U Services (India) Pvt. Ltd

Director

Director



Centre Office: Vikas Towers, 3rd Floor, #36 Castle Street, Ashok Nagar, Bangalore-560025
Mobile: +91-9686227924, Email:geetu@it4uservices.net

St. Joseph's College of Commerce (Autonomous)



Memorandum of Understanding (M O U)

This Memorandum of understanding (MOU) entered on this day the 15th day of Sept 2020, by and between IT4U Services (India) PVT Ltd, a Franchisee for Aptech Learning Academy having office at Vikas Tower, 3rd Floor, Castle Street, Ashok Nagar, Bangalore - 560025 (Herein after to as "IT4U")

AND

St. Joseph's College of Commerce its College Campus in Brigade road , Bangalore -- 560025 (Herein after referred to as "SJCC ")

IT4U and SJCC are hereinafter referred as "Parties" collectively and "Party" individually.

Now therefore, in consideration of the mutual promises set forth in this MOU, the parties hereto agree as follows

Clause 1: Cooperation and Objectives

- 1.1 Both the parties are united by common interest and objectives of providing Certified professional in Aviation tourism and hospitality in the ONLINE platform mentioned by SJCC College as an extended classroom for which IT4U is authorized for.
- 1.2 SJCC permitted online software will be utilized as extended class room only, has no claim on IT4U services
- 1.3 The Parties agree that they shall co-operate to offer the following courses:



Centre Office: Vikas Towers, 3rd Floor, #36 Castle Street, Ashok Nagar, Bangalore-560025
Mobile: +91-9686227924, Email:geetu@it4userVICES.net



Clause 2: Obligations of SJCC

SJCC shall be responsible *inter alia* for the following:

- 2.1 Responsible for providing the login ID for the online platform Classroom and other support Infrastructure in case of offline classes(1 Projector for the classroom) for conducting regular classes in their premises.
- 2.2 Responsible for collecting the courses fees from student and remit the same to the IT4U.
- 2.3 Responsible for collecting the necessary documents from the students as per requirement for admission process and share photo copies of all documents with IT4U.
- 2.4 Should support IT4U in ensuring maximum attendance of students during Aviation classes.

Clause 3: Obligations of IT4U

IT4U shall be responsible *inter alia* for the following:

- 3.1 Responsible to deliver training program for 60 hrs as per course details given in **Annexure-A**.
- 3.2 Responsible to provide time to time updates of the various deadlines and other updates about the courses.
- 3.3 Responsible for maintaining students attendance , Attendance of the classes conducted will have to be credited on the ERP and also in manual copy
- 3.4 Responsible for delivering course materials in soft copy .
- 3.5 Since the UG students are under CBCS (Choice based credit system) which has been divided into below component of assessment criteria. The below scored marks are converted into grades later.
IT4U is expected to conduct assessment separately for your course at the end of each semester as the same will be appearing in their mark sheet.
Aviation Management

AY 2020 - 21

a) Odd semester:



Centre Office: Vikas Towers, 3rd Floor, #36 Castle Street, Ashok Nagar, Bangalore-560025
Mobile: +91-9686227924, Email: geetu@it4uservices.net



(b) Even semester:

The scheme of evaluation can be at your discretion but the same has to be communicated to the coordinator via email.

(a) CIA - Continuous Internal Assessment (30 marks)

(b) ESE - End Semester Exam (70 marks)

Total: 100 marks

ESE Dates:

The evaluation must be completed and the results must be submitted via email on or before march 31st 2021 or As dates given by college. The format and dates must be strictly followed.

3.6 Responsible to provide Certificate for the student after completion of the course end of even semester.

Clause 4: Joint Obligations of the Parties

The parties agree to the following:

- 4.1 The parties agree to obtain all consents, approvals and permissions from competent bodies in respect of their individual obligations as outlined in this MoU for giving effect to this MoU.
- 4.2 Defining and sustaining the quality and delivery of the programs. Monitoring and supervising in running the course in such a manner that the standards and excellence for which the parties are known are maintained

Clause 5: Financial Terms

- 5.1 SJCC and IT4U agreed to the following Fee Structure and Payment Terms mentioned below. (total cost of this program is 7000/- INR per student out which sharing basis is 60% vendor IT4U and 40% SJCC)
- 5.2 Payment can be made through cheque in favor of "IT4U Services India Pvt Ltd" or through NEFT transfer to the given bank account details:

Account Name: IT4U Services India Pvt Ltd
Account Type: Current Account
Bank Name: HDFC Bank, Electronic City Phase-1 Branch



Centre Office: Vikas Towers, 3rd Floor, #36 Castle Street, Ashok Nagar, Bangalore-560025
Mobile: +91-9686227924, Email: geetu@it4uservices.net



Account No. : 05497630000280
IFSC Code: HDFC0000549

5.3 The pricing for such intense and qualitative training programs are based on the number of students, course and number of hours of training to be conducted.

Cost per Student IT4U 60% which is : Rs. 4200/- (Rs Four thousand two hundred per student , for 60 hours) tax deduction applicable

The above cost is worked with the minimum volumes of students being taken into consideration within the Fee Structure.

Payment term:

Purchase Order with 30 % from the overall cost is advance payment as Enrolment Fee to be done before start of classes and 20% at the end of odd semester with IT4U liable to oblige adhering to upload the attendance and marks uploading / sending to the concerned authority by (odd semester end date of submission of marks) failing of the same IT4U stands to refund the said amount.

Remaining fees 50% (At end of even Semester) upon submitting the marks and attendance to the concerned college authority on the specified date

Clause 6: Dispute Resolution

- 6.1 In the event of any dispute under this MoU, authorized representatives of IT4U and SJCC shall meet not later than seven (7) working days after receipt of notice by either party of request for dispute resolution and shall enter into good faith negotiations aimed to resolve the dispute.
- 6.2 If the representatives are unable to reach mutually satisfactory resolution of dispute within the next fifteen working days, each party shall, within seven (7) working days, designate a top management executive who will attempt, over the next fifteen (15) days, to resolve the dispute.



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- 6.3 It is agreed by both the parties that any difference or dispute in this connection shall be referred to sole arbitrator to be nominated by both the parties under the provision of the Arbitration and conciliation Act 1996
- 6.4 Award so given by the Arbitrator will be wholly binding on both the parties and shall not be questioned under any circumstances.
- 6.5 It is also agreed by both the parties that the courts at Bangalore alone will have the jurisdiction.

Clause 7: Confidentiality

- 7.1.1 All materials and information provided to a party by the other party or acquired by a party on behalf of the other party, whether oral, written, recorded magnetic media, cards or otherwise, shall be regarded as confidential information in accordance with the applicable laws, and ethical standards.
- 7.1.2 Each party shall take all necessary steps to safeguard the confidentiality of such materials or information. Neither party shall use the confidential information of the other party for purpose other than those contemplated hereunder.

Clause 8: Intellectual Property

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 intellectual property (including but not limited to know-how, inventions, patents, copy right and designs) of the other party.

Clause 9: Validity of the MoU

This MoU is valid for a period of Three Years with effect from the date of signing of this MoU and can be renewed further for a specified period by mutual consent.

The signature of each party's duly authorized representative below shall evidence the agreement of such party that this MoU accurately summarizes its understanding with respect to the subject matter hereof.



Centre Office: Vikas Towers, 3rd Floor, #36 Castle Street, Ashok Nagar, Bangalore-560025
Mobile: +91-9686227924, Email: geetu@it4uservices.net

Functional Memorandum of Understanding

AY : 2021- 2022



Signed on the behalf of

Signed on the behalf of

IT4U Services (India) Pvt. Ltd.
For IT4U Services (India) Pvt. Ltd.

St. Joseph's College of Commerce

Director
[Signature]

[Signature]

(Director)

(Principal) / (Vice Chairman)



Annexure-A :Program Details

Certified professional in Aviation tourism and hospitality by IT4U :

This program is ideal for students who wish to pursue their career in any area of Finance data analysis. It covers certain aspects pertinent to certified professional in Aviation tourism and hospitality and grooms the students to perfection.



Centre Office: Vikas Towers, 3rd Floor, #36 Castle Street, Ashok Nagar, Bangalore-560025
Mobile: +91-9686227924, Email: geetu@it4uservices.net

St. Joseph's College of Commerce (Autonomous)



Program Duration: 2 Semesters, Total of 60 hrs

Eligibility: Applicable to Students who have passed 10+2 exams in any stream and are pursuing Graduation.

Program Structure:

Semester-1: 30 hrs

Airport and Aviation Operations

Fares and Ticketing Basic

Inflight Service, Safety and Security basics

Semester-2: 30 Hrs

Passenger and Baggage Handling

Travel Desk

**Reservation Desk
& Guest Services Basics**

Course Highlights:



Centre Office: Vikas Towers, 3rd Floor, #36 Castle Street, Ashok Nagar, Bangalore-560025
Mobile: +91-9686227924, **Email:** geetu@it4uservices.net



-
- ✓ 2 internal exams with evaluation and even semester exams and certification at the end of even semester
 - ✓ E-Books for all modules & lot of reference material
 - ✓ Projects & Activities during the course duration
 - ✓ Interaction with the Industry Experts



Centre Office: Vikas Towers, 3rd Floor, #36 Castle Street, Ashok Nagar, Bangalore-560025
Mobile: +91-9686227924, Email: geetu@it4uservices.net

Functional Memorandum of Understanding

AY : 2021- 2022



To

Date: 15 th Sept 2020

The Principal

St. Joseph's College of Commerce

Brigade Road

SUB: MOU to deliver IT4U Certified Finance Data analysis training program the students of SJCC

Dear Sir,

IT4U Services (India) Private Limited, is the Business Partner of Aptech Learning and is based in Vikas Towers, 3rd Floor, # 36 Castle Street (Off Brigade Road), Ashok Nagar, Bangalore - 560025. We Glad to have been Authorized to conduct the Finance Professional courses in the field of Finance Data Analysis for the students of St Joseph's College of Commerce.

We wish to sign the MoU with St . Joseph's College of Commerce Institutions to deliver above program at your College premises for the period of 60 Hrs for SJCC Students academic year 2020-21 batch .

For IT4U Services (India) Pvt Ltd

For IT4U Services (India) Pvt. Ltd.

Director

Director



Centre Office: Vikas Towers, 3rd Floor, #36 Castle Street, Ashok Nagar, Bangalore-560025
Mobile: +91-9686227924, Email:geetu@it4uservices.net

St. Joseph's College of Commerce (Autonomous)



Memorandum of Understanding (M O U)

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AND

St. Joseph's College of Commerce its College Campus in Brigade road , Bangalore – 560025 (Herein after referred to as "SJCC ")

IT4U and SJCC are hereinafter referred as "Parties" collectively and "Party" individually.

Now therefore, in consideration of the mutual promises set forth in this MOU, the parties hereto agree as follows

Clause 1: Cooperation and Objectives

- 1.1 Both the parties are united by common interest and objectives of providing Finance Data analysis in the ONLINE platform mentioned by SJCC College as an extended classroom for which IT4U is authorized for.
- 1.2 SJCC permitted online software will be utilized as extended class room only, has no claim on IT4U services
- 1.3 The Parties agree that they shall co-operate to offer the following courses:



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- 2.2 Responsible for collecting the courses fees from student and remit the same to the IT4U.
- 2.3 Responsible for collecting the necessary documents from the students as per requirement for admission process and share photo copies of all documents with IT4U.
- 2.4 Should support IT4U in ensuring maximum attendance of students during Aviation classes.

Clause 3: Obligations of IT4U

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- 3.3 Responsible for maintaining students attendance , Attendance of the classes conducted will have to be credited on the ERP and also in manual copy
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- 3.5 Since the UG students are under CBCS (Choice based credit system) which has been divided into below component of assessment criteria. The below scored marks are converted into grades later.
IT4U is expected to conduct assessment separately for your course at the end of each semester as the same will be appearing in their mark sheet.
Aviation Management

AY 2020 - 21
a) Odd semester:



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Mobile: +91-9686227924, Email:geetu@it4uservices.net



(b) Even semester:

The scheme of evaluation can be at your discretion but the same has to be communicated to the coordinator via email.

(a) CIA - Continuous Internal Assessment (30 marks)

(b) ESE - End Semester Exam (70 marks)

Total: 100 marks

ESE Dates:

The evaluation must be completed and the results must be submitted via email on or before 31st march 2021 or As dates given by college. The format and dates must be strictly followed.

3.6 Responsible to provide Certificate for the student after completion of the course end of even Semester .

Clause 4: Joint Obligations of the Parties

The parties agree to the following:

- 4.1 The parties agree to obtain all consents, approvals and permissions from competent bodies in respect of their individual obligations as outlined in this MoU for giving effect to this MoU.
- 4.2 Defining and sustaining the quality and delivery of the programs. Monitoring and supervising in running the course in such a manner that the standards and excellence for which the parties are known are maintained

Clause 5: Financial Terms

- 5.1 SJCC and IT4U agreed to the following Fee Structure and Payment Terms mentioned below. (total cost of this program is 7000/- INR per student out which sharing basis is 60% vendor IT4U and 40% SJCC)
- 5.2 Payment can be made through cheque in favor of "IT4U Services India Pvt Ltd" or through NEFT transfer to the given bank account details:

Account Name: IT4U Services India Pvt Ltd
Account Type: Current Account
Bank Name: HDFC Bank, Electronic City Phase-1 Branch



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Account No. : 05497630000280
IFSC Code: HDFC0000549

- 5.3 The pricing for such intense and qualitative training programs are based on the number of students, course and number of hours of training to be conducted.

Cost per Student IT4U 60% which is : Rs. 4200/- (Rs Four thousand two hundred per student , for 60 hours) tax deduction applicable

The above cost is worked with the minimum volumes of students being taken into consideration within the Fee Structure.

Payment term:

Purchase Order with 30 % from the overall cost is advance payment as Enrolment Fee to be done before start of classes and 20% at the end of odd semester with IT4U liable to oblige and 100% adhering to upload the attendance and marks uploading / sending to the concerned authority by (odd semester end date of submission of marks) failing of the same IT4U stands to refund the said amount.

Remaining fees 50% (At end of even Semester) upoun submitting the marks and attendance to the concerned college authority on the specified date

Clause 6: Dispute Resolution

- 6.1 In the event of any dispute under this MoU, authorized representatives of IT4U and SJCC shall meet not later than seven (7) working days after receipt of notice by either party of request for dispute resolution and shall enter into good faith negotiations aimed to resolve the dispute.
- 6.2 If the representatives are unable to reach mutually satisfactory resolution of dispute within the next fifteen working days, each party shall, within seven (7) working days, designate a top management executive who will attempt, over the next fifteen (15) days, to resolve the dispute.



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- 6.3 It is agreed by both the parties that any difference or dispute in this connection shall be referred to sole arbitrator to be nominated by both the parties under the provision of the Arbitration and conciliation Act 1996
- 6.4 Award so given by the Arbitrator will be wholly binding on both the parties and shall not be questioned under any circumstances.
- 6.5 It is also agreed by both the parties that the courts at Bangalore alone will have the jurisdiction.

Clause 7: Confidentiality

- 7.1.1 All materials and information provided to a party by the other party or acquired by a party on behalf of the other party, whether oral, written, recorded magnetic media, cards or otherwise, shall be regarded as confidential information in accordance with the applicable laws, and ethical standards.
- 7.1.2 Each party shall take all necessary steps to safeguard the confidentiality of such materials or information. Neither party shall use the confidential information of the other party for purpose other than those contemplated hereunder.

Clause 8: Intellectual Property

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 intellectual property (including but not limited to know-how, inventions, patents, copy right and designs) of the other party.

Clause 9: Validity of the MoU

This MoU is valid for a period of Three Years with effect from the date of signing of this MoU and can be renewed further for a specified period by mutual consent.

The signature of each party's duly authorized representative below shall evidence the agreement of such party that this MoU accurately summarizes its understanding with respect to the subject matter hereof.



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Signed on the behalf of

Signed on the behalf of

IT4U Services (India) PVT. Ltd.
for IT4U Services (India) PVT. Ltd.
Director

St. Joseph's College of Commerce

(Director)

(Principal) / (Vice Chairman)

Annexure-A :Program Details

Certified Professional in Finance Data Analysis by IT4U :

This program is ideal for students who wish to pursue their career in any area of Finance data analysis. It covers certain aspects pertinent to finance Data analysis and grooms the students to perfection.



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St. Joseph's College of Commerce (Autonomous)



Program Duration: 2 Semesters, Total of 60 hrs

Eligibility: Applicable to Students who have passed 10+2 exams in any stream and are pursuing Graduation.

Program Structure:

Semester-1: 30 hrs

Chapter 1: Introduction to Advanced Excel Essentials of Spreadsheet Application Development

Chapter 2: Introducing Visual Basic for Applications

Chapter 3: VBA Programming Fundamentals

Chapter 4: Working with VBA Sub Procedures

Chapter 5: Creating Function Procedures

Chapter 6: Understanding Excel's Events

Semester-2: 30 Hrs

Chapter 7: Introduction to SQL database management system and usage of SQL in Data analysis.

Course Highlights:



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- ✓ 2 internal exams with evaluation and even semester exams and certification at the end of even semester
 - ✓ E-Books for all modules & lot of reference material
 - ✓ Projects & Activities during the course duration
 - ✓ Interaction with the Industry Experts



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MEMORANDUM OF UNDERSTANDING

Between

St. Joseph's College of Commerce (Autonomous), Bangalore, Karnataka.

And

Kongu Arts And Science College (Autonomous), Erode. Tamil Nadu.

St. Joseph's College of Commerce (Autonomous), Bangalore, Kongu Arts and Science College (Autonomous), Erode, agree to strengthen ties of friendship and to promote cultural, educational and scientific cooperation. Both Institutions believe that it is of mutual benefit to encourage direct contact and collaboration among their students, faculty and staff. This could include

- Joint research activities, publications and library exchanges
- Programs for study and/or service
- Exchange of faculty members and students for study, teaching and research
- Exchange of invitations to scholars to participate in conferences, lectures and seminars

All collaborations and activities are subject to the development of specific binding agreements. This Agreement is not considered to be a contract creating legal and financial relationships between the parties.

This Agreement confirms the intent of both parties to explore and facilitate academic collaboration.

This Agreement shall become effective upon the date of signature by the representatives of the Colleges and shall remain in effect for five years from the date of the last signature unless notice of termination or amendment is introduced by either party.

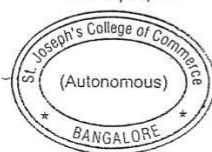
Dr. Daniel Fernandes, SJ

Principal

St. Joseph's College of Commerce
(Autonomous)

163, Brigade Road, Bangalore-25

Date: 15/02/2019





Dr. N. Raman

PRINCIPAL,
KONGU ARTS AND SCIENCE COLLEGE
(AUTONOMOUS)
NANJANAPURAM, ERODE - 638 107.

Date: 15/02/2019



	<p>MEMORANDUM OF UNDERSTANDING BETWEEN ST. JOSEPH'S COLLEGE OF COMMERCE (AUTONOMOUS), BANGALORE AND LOYOLA ACADEMY DEGREE AND PG COLLEGE ALWAL, SECUNDERABAD</p>	
<p>St. Joseph's College of Commerce (Autonomous), represented by Rev. Dr. Daniel Fernandes, SJ, Principal and Loyola Academy Degree and PG College, Alwal, Secunderabad, represented by Rev. Dr. K.S. Casimir SJ, Principal, in recognition of their common interest in developing bilateral relations and convinced that academic cooperation between institutions contributes to academic enrichment and scientific progress, agree to establish the following Agreement of Cooperation.</p>		
<p>1. Purpose St. Joseph's College of Commerce (Autonomous) and Loyola Academy Degree and PG College, Alwal, Secunderabad share common academic interests and seek to develop collaborations in fields of common interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties. This is a non-binding agreement and is intended to elucidate the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties. Each institution will be responsible for managing its own costs.</p>		
<p>To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two parties before work on any of the projects can commence.</p>		
<p>Page 1 of 3</p>		

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5. Student related programme

Both the institutions will strive to designate only well qualified students for participation in the program and that academic background as well as letters of recommendation will be provided to the host institution. Students must meet language proficiency requirements as established by the host institution.

6. Academic Staff related programme

The parties agree that, faculty members of the partner institutions may be invited for short-term teaching and research assignments. Visiting faculty members through the MOU will be provided accommodation by the host institute in guest houses within the campus of the host institute.


7. Research Collaboration

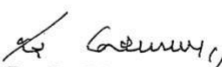
This agreement will provide and encourage inter-institutional research collaborative projects and paper publications in common areas of research. Research scholars and project students can be trained in areas of proficiency of the respective institution. The collaboration can also be on organizing national conferences with resource persons from both the institutions.

8. Authorized Signatures

By the signatures of their respective and duly authorized officials below, both parties acknowledge having read and understood the agreement and agree to be bound by its terms and conditions.

SIGNED:


Rev. Dr. Daniel Fernandes, SJ
Principal
St. Joseph's College of Commerce
(Autonomous), #163, Brigade Road,
Bangalore - 560 025


Rev. Dr. K.S. Casimir S.J.,
Principal;
Loyola Academy Degree and PG
College, Alwal, Secunderabad - 500
010

Date:

27 July 2016

Principal

St. Joseph's College of Commerce
(Autonomous)
163, Brigade Road, Bangalore-25

Date:

27 July 2016

PRINCIPAL

LOYOLA ACADEMY DEGREE & PG COLLEGE
Re-Accredited by NAAC with 'A' Grade 3 of 3
COLLEGE WITH POTENTIAL FOR EXCELLENCE
163, Brigade Road, Bangalore-25

St. Joseph's College of Commerce (Autonomous)

**MEMORANDUM OF UNDERSTANDING (MOU)**

The St. Joseph's College of Commerce (Autonomous) (SJCC), affiliated to Bengaluru City University (BCU) India and the St. Joseph's Institute of Management (SJIM) Bangalore wishing to formalize and intensify existing cooperative relations agree as follows:

PART I**SCOPE OF COOPERATION**

The areas of cooperation shall include, subject to mutual consent any program offered at either institution that is felt to be desirable and feasible and that will contribute to fostering and enhancing collaborative relationships between the two parties. The assistance to be provided by each of the contracting parties may include academic, extra-curricular and such other areas as deemed beneficial by the two institutions.

PART II**AREAS OF COOPERATION**

Collaborative activities shall be carried out, subject to the approval from both parties and would include:

1. Joint development and sharing of resources for staff development and training.
2. Co-operative efforts to conduct and participate in Seminars, Workshops, Conferences and other academic events.
3. Sharing of mutual resources such as library, e-resources, playground and gym facilities, auditoriums, conference halls, board room, computer lab and research facilities for collaborative ventures.
4. Promotion of joint research activities (including, supervision, review moderation of theses/dissertations/manuscripts, field research, action research etc.)
5. Assistance in matters of curriculum
6. Exchanges of academic staff and mutual visits to pursue research and to lecture



7. Exchanges of students to enhance the student experience in curricular and co-curricular activities.
8. Any other meaningful, resourceful and indispensable exchange and collaborative activities

The terms of such mutual assistance and necessary budget for each program and activity shall be discussed and agreed upon in writing by both parties prior to initiation. Each party shall designate a liaison officer to serve as the point of contact to manage the details of event.

PART III

EFFECTIVE DATE AND LENGTH OF AGREEMENT

This agreement will remain in force until and unless there is reason for termination. Any amendment and/or modification of this agreement will require written approval of the St. Joseph's College of Commerce (Autonomous) (SJCC), affiliated to Bengaluru City University, India and St. Joseph's Institute of Management (SJIM) Bangalore shall be appended here to. Either party reserves the right to terminate this agreement upon six (6) months' written notice to each other.

PART IV

CONTACT POINTS

The program contact points will be the Principal, St. Joseph's College of Commerce (Autonomous) (SJCC), affiliated to Bengaluru City University, India, and the Director of St. Joseph's Institute of Management, Bangalore.

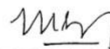
PART V

SIGNATURES

SIGNED BY



Dr. Daniel Fernandes, SJ
Principal
St. Joseph's College of Commerce
(Autonomous)
#163, Brigade Road,
Bangalore - 560 025



Dr. Manoj D'Souza, SJ
Director
St. Joseph's Institute of Management,
No. 28/1, Primrose Road,
Off, Mahatma Gandhi Road,
Bangalore - 560 025

Date: 23/08/2017




Bangalore shall be appended here to. Either party reserves the right to terminate this agreement upon six (6) months' written notice to each other.

CONTACT POINTS

The program contact points will be the Principal, St. Joseph's College of Commerce (Autonomous) (SJCC), affiliated to Bengaluru City University, India, and the Principal of St. Joseph's Boys' High School, Bangalore.

SIGNATURES

SIGNED BY



Dr. Daniel Fernandes, SJ
Principal
St. Joseph's College of Commerce
(Autonomous)
#163, Brigade Road,
Bangalore - 560 025



Fr. Sunil Cletus Fernandes, SJ
Principal
St. Joseph's Boys' High School,
Museum Road,
Bangalore - 560 025

Date: 23rd September 2019



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the 10th day of FEBRUARY, 2020 by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act, 1956 and having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, India (hereinafter referred to as "TCS"), and **St. Joseph's College of Commerce (Autonomous)**, and having its principal office at #163, Brigade Road, Bangalore - 560 025 (hereinafter referred to as "Institute").

TCS and Institute are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

WHEREAS Institute is engaged in providing educational degrees at graduate and/or postgraduate level in various streams and is an autonomous institution or affiliated to Bengaluru Central University;

WHEREAS TCS is *inter alia* engaged in the business of provision of various information technology services, business solutions, consultancy and outsourcing services worldwide; and

WHEREAS, the Parties recognize each other competencies and hereto agree that a strategic relationship between them will benefit each other.

NOW THIS MOU aims to capture the understanding reached between TCS and Institute regarding each other's roles and responsibilities:

I) UNDERSTANDING

This MOU is intended to cover a specific collaborative effort between TCS & Institute under the academic interface program driven by TCS under which TCS will work towards developing and designing and/or providing industry specific application oriented courses ("TCS Designed Course(s)") which can be offered by the Institute as elective courses for specific degree specializations ("Option 1"); and/or as full curriculum specializations streams in Business Process Services / Management and related domains ("Curriculum") at the bachelor's degree level ("Option 2") or post-graduate degree level ("Option 3"), as may be agreed to by the Parties and details outlined in Annexure A. The term 'Curriculum' as used in the MOU shall apply only when Option 2 and/or Option 3 are agreed to in Annexure A.

The agreement between TCS and Institute would be effective from 1st JUNE 2020 and shall be valid up to 31st March 2023

II) ROLES AND RESPONSIBILITIES:

A. Role of TCS:

- TCS agrees to design and develop TCS Designed Course(s) identified in the Annexure A. The final choice of TCS Designed Course(s) to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- TCS role will be restricted only to designing and developing the course contents and curriculum of the TCS Designed Course(s) and/or assisting in designing the Curriculum (if agreed and outlined in Annexure A). After review and sign off by the Institute, the TCS Designed Course(s) / Curriculum (where agreed to in Annexure A) will be taught and administered by faculty from the Institute. TCS will not be involved in the administration and the evaluation of the TCS Designed Course(s) / Curriculum. The administration and evaluation of the TCS Designed Course(s) and other core topics included in the Curriculum (where agreed to be offered in Annexure A) along with conferring of the degree to successful students enrolled in the Curriculum will be done by the Institute. On case to case basis, TCS may also consider the deployment of its experts as trainers for delivering a part of the offered TCS Designed Course(s) / Curriculum.

9/2/20
Gauri

St. Joseph's College of Commerce (Autonomous)

- TCS will consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the TCS Designed Course(s) by incorporating appropriate case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions.
- TCS may provide only suggestion for the evaluation of student performance through various forms of assessments. However the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute and will not be part of TCS responsibility.
- TCS will conduct a Train the Trainer Program ("TTT Program") for appropriate duration where specialists from TCS will transition the knowledge and approach to teach the TCS Designed Course(s) to the nominated faculty of Institute. On successful completion of this Program, all the faculty members will be deemed as TCS certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between TCS and Institute.
- The entire effort from TCS end is voluntary and objective is to work along our stakeholder community (in this case educational Institutions / Universities) to build capability and benefit for the students as well as faculty by way of offering courses in areas of knowledge closer to industry practice.
- There would be no linkage with campus placements as part of this program as these are two distinct activities. The placement activities are separate and the participation of Institute for the TCS Designed Course(s) has no bearing on placement activities that TCS conducts at colleges and universities each year.
- TCS at this point will be providing this course design, content and training sessions as a voluntary effort keeping in mind the Tata Group Philosophy of working towards benefiting the societies and stakeholders with whom we work.
- Outstanding students' contributions in all possibility will be show-cased by TCS at industry level forums along with due acknowledgement to the students concerned.
- At the end of the course, TCS may at its option, reward / recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.

B. Role of Institute:

- Institute shall ensure that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the TCS Designed Course(s) and Curriculum (if agreed to in Annexure A) and the same shall be kept valid and subsisting throughout the period of this MOU or till the completion of the TCS Designed Course(s) / Curriculum, whichever is later.
- Institute will undertake the role of selecting the core topics (that will fit into the Curriculum) and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the TCS Designed Course(s) / Curriculum (at par with all other courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures etc.) to ensure maximum students undertake the TCS Designed Course(s) / Curriculum.
- Institute will set highest standards of selection for the students and ensure that the students who undertake the TCS Designed Course(s) / Curriculum would put in full effort and

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contribution to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.

- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the TCS Designed Course(s) / Curriculum. The faculty will be responsible from Institute side to help TCS team in all administrative and management activities that will be helpful in smooth launch and completion of the course.
- Institute should ensure timely nomination of faculty for attending the TTT Program and delivering the TCS Designed Course(s) in a timely and satisfactory manner and is based on the broad guideline as below. Final choice on the selection of faculty will lie with Institute.
 - a) Post-graduation with solid academic achievements relevant to the TCS Designed Course(s).
 - b) 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)
 - c) Familiar with recent developments in related field
 - d) Effective communication and articulation of scenarios
 - e) Ability to drive interactive sessions
 - f) Willingness to learn and lead
- Institute will own the responsibility of conducting the exams/assessments of student performance for the TCS Designed Course(s) and across all the subjects of the Curriculum. As an input it may consider the assessment criteria as suggested by TCS for assessment to be done through written exams, internal assessments, market visits and take home assignments by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance.
- Institute shall ensure that all the students selected for the TCS Designed Course(s) / Curriculum will sign individual confidentiality undertaking substantially in the format as set forth in Annexure – B hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials that are TCS provided copyrighted material with anyone else. The course material is solely for the students' learning purposes and only students, who undertake the TCS Designed Course(s) / Curriculum shall possess the course material at any time. The course material has to be destroyed / disposed only by shredding, in order to avoid any unauthorized use.
- Institute shall ensure that the faculty from Institute who would be trained through the TTT Program will sign individual confidentiality undertaking, substantially in the format as set forth in Annexure – C hereunder, to ensure that the course material is used appropriately only for the purpose of instruction of the TCS Designed Course(s) / Curriculum. The faculty should not use this course material for other courses or for any other purpose whatsoever and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.
- The faculty trained by TCS would teach the TCS Designed Course(s), only as long as this MOU is valid. Once the validity of this MOU is over, they would need to be recertified with a TTT Program post renewal of the MOU.
- Institute shall ensure availability of all requisite facilities, infrastructure, cooperation, etc. required to seamlessly deliver the TCS Designed Course(s) / Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of the Institute or as decided by Institute. In cases where TCS' assistance is availed by Institute for delivery of the TCS Designed Course(s), TCS and Institute will mutually agree to a schedule for the same. Institute recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the TCS Designed Course(s) / Curriculum in



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time. Any delay or failure in the provision of agreed facilities will hamper the timely completion of the course, and TCS shall not be held liable for the same.

- Institute shall permit the applicable TCS faculty/personnel engaged pursuant to this MOU, reasonable access to the premises of Institute, for the purpose of delivery of the TTT Program or to fulfill its role under this MOU or assist the Institute in any other manner in relation to this MOU.
- At the end of the TCS Designed Course(s) / Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/ procedures followed by Institute.
- At the end of the course Institute shall allow TCS to make pre-placement offers to the students who are part of the course based on a selection criteria defined by TCS. Institute shall also provide first slot to TCS during campus recruitment/ placement and Institute will facilitate the process for students to accept an offer from TCS.

III) OTHER TERMS & CONDITIONS

- TCS and the Institute will jointly evaluate and agree on applicable fees or service charges (if any), to cover the costs of designing, developing, training, branding, delivering and sustaining the TCS Designed Course(s) / Curriculum that may be offered in collaboration with TCS and any costs associated therewith such as travelling, accommodation, etc.
- Upon mutual agreement, TCS and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by TCS under such Definitive Agreement(s).
- For the TCS Designed Course(s) which are agreed to be implemented, TCS will provide one master copy of course material in hard copy form to the Institute, which will be received by the faculty duly designated by Institute in writing to TCS. The said course material may be reproduced in hard copy form only, solely for the purpose of being issued by the duly designated faculty to the students who enroll for the TCS Designed Course(s) / Curriculum for the duration of the course. Except as permitted herein, the course material provided by TCS shall not be reproduced, copied, translated, adapted, broadcasted, hosted or transmitted (including electronically) in any form. The supporting material, if any, for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the TCS Designed Course(s) at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by TCS and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute; and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the TCS Designed Course(s) / Curriculum may access the same.
- For the entire process involved for offering the TCS Designed Course(s) / Curriculum, Institute will seek prior written permission from TCS before publishing any related information regarding this TCS Designed Course(s) / Curriculum offering initiative in collaboration with TCS, in the press, media, social network, blogs, internet and in any other allied public channels.
- Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOU.

IV) INTELLECTUAL PROPERTY RIGHTS

- Institute agrees and acknowledges that any and all intellectual property rights in or to course contents and curriculum of the TCS Designed Course(s) and TTT Program and any and all modifications, enhancements, alterations, additions, adaptations, translations to the

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same, or derivative works thereof, or feedback received with respect to them, shall be done only by or with prior written permission of TCS and vest with TCS and/or its licensors. For the term of this MOU, TCS grants to the Institute a non-exclusive, non-transferable, non sub-licensable, limited right and license to use and reproduce the course material in hard copy form only for the purposes of, and as permitted under, this MOU. All rights not expressly granted herein shall remain with TCS.

- Institute agrees to retain all of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notice on the course material. Institute shall not permit any persons to, remove, alter, obscure or otherwise render illegible any of TCS' logo, trademark, copyright notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to Institute hereunder without prior written approval of TCS. Institute shall include on all copies of all or part of the course material a reproduction of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notices as included in the course material provided by TCS.
- TCS shall also continue to own all and any intellectual property developed prior to, or independently of this MOU.
- By entering into this MOU, Institute covenants and undertakes:
 - (a) To respect TCS' intellectual property;
 - (b) Not to use TCS' intellectual property without the prior express written consent of TCS;
 - (c) Ensure the confidentiality of such intellectual property of TCS within enrolled students and nominated faculty;
 - (d) Not to use or permit use TCS' intellectual property other than for the purpose and duration of this MOU.
 - (e) Promptly report any misuse of the TCS' intellectual property which comes to its notice and assist and support TCS in remedying and/or protecting any misuse/infringement of TCS' intellectual property subject of this MOU.
- Institute agrees that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trade marks, or any other intellectual property or proprietary rights owned by TCS. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU, including all intellectual property rights in or related thereto, and all new inventions, innovations, works or ideas developed by TCS in the course of performance of its activities under this MOU will belong to TCS.
- If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties prior to the commencement of any joint development efforts.
- Neither Party shall use any name, trademark, service mark or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of that other Party. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations and analyst reports and include the existence of this Memorandum in its regular list of academic/industry collaborations. Institute agrees that any and all use of TCS name and trademarks shall be in accordance with the provisions of Annexure – D.

V) CONFIDENTIALITY

- During the term of this MOU, TCS may disclose to Institute its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential or acknowledged and agreed herein as confidential, except such information as is (a) previously known to Institute at the time of disclosure and not subject to confidentiality under any other agreement between the Parties, or (b) independently developed by Institute and not derived from the Confidential Information supplied by TCS

or the participation of individuals who have had access to Confidential Information of TCS, (c) disclosed to Institute by a third party who lawfully acquired such information without restriction, and is not subject to confidentiality obligations, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process. Institute acknowledges and agrees that course contents and curriculum of the TCS Designed Course(s) and TTT Program is Confidential Information of TCS irrespective of whether it is labelled as confidential or not.

- Institute shall hold such Confidential Information in strict confidence for TCS and shall not use it for any purpose except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by TCS in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOU.
- Institute acknowledges and agrees that a breach of any of its obligations contained herein will result in irreparable injury to TCS for which there will be no adequate remedy at law, and TCS shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of its obligations herein by the Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the obligations but shall be in addition to all other remedies available at law or in equity.
- All Confidential Information is provided as is, without any warranties express, implied or otherwise, regarding its accuracy, completeness or performance.

VI) TERMINATION

- Either Party may terminate this MOU by giving ninety (90) days advance written notice to the other Party. On termination, each Party shall return to the other party all such confidential and proprietary information, documents and reference material and any copies thereof of the other Party in its possession. If the MOU expires or notice of termination is issued during the Academic Year when the TCS Designed Course(s) / Curriculum is/are in progress, the termination shall take effect post completion of the batch(es) that has/have already opted for the TCS Designed Course(s) / Curriculum. New students/batches will not be offered the TCS Designed Course(s) / Curriculum once the termination notice has been issued. The right of each Party to terminate this MOU with immediate effect for material breach of the terms of this MOU (that remains uncured after thirty (30) days of written notice thereof or that are not susceptible to cure) remains unaffected.
- All such obligations and terms of this MOU that are required to survive the expiration or termination of this MOU, including but not limited to, intellectual property rights, confidentiality, limitation of liability, shall survive such termination.
- This MOU can be extended or terminated by mutual consent of the Parties in writing. Notice period not to renew.

VII) PERIODIC REVIEW

- The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by TCS and Institute, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of Institute: Dr. Suganthi Pais

Designation Assistant Professor

Address 1 St. Joseph's College of Commerce (Autonomous),

Address 2 #163, Brigade Road, Bangalore - 560 025

Address 3 Bangalore - 560 025



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Point of contact of TCS: Balanarayanan G
Head-Academia Interface Program,
Tata Consultancy Services Ltd.,
21 Industrial Estate, Ambathur, Chennai 600 058
Ph:+91- 8056201931 / Ph:-44-66166590
Mailto: balanaravan.g@tcs.com

VIII) RELATIONSHIP OF THE PARTIES

- For the purposes of this MOU, both the Parties are independent contractors. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
- Institute will be completely responsible for ensuring compliance towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of Institute, represent as or be construed as employees/agents of TCS.

IX) LIMITATION OF LIABILITY

- Institute agrees that any information or material provided / disclosed by TCS is on "as is" basis without any warranty or representation of any nature whatsoever, as to any matter, including but not limited to, warranty of fitness for a particular purpose or merchantability. TCS shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory.


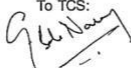
X) GOVERNING LAW/ARBITRATION/VENUE

- The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification/re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the Parties. The venue of Arbitration shall be Mumbai. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this MOU. Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or protection of its intellectual property or from bringing and pursuing legal action to specifically enforce the provisions of this Section X.

XI) NOTICES

- All notices, requests, demands and other communications under this MOU or in connection herewith shall be in writing given to or made upon the respective Parties as follows and will be effective:
- upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or
 - seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.:

To TCS:



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Attention: Balanarayan G,
Head – Academic Interface Program,
Tata Consultancy Services Ltd.,
No 21 Industrial Estate,
Ambattur, Chennai 600 058

With a copy addressed to: General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai - 400 001 (India).

To Institute:

Attention: Dr. Suganthi Pals
Designation Assistant Professor
Address 1: St. Joseph's College of Commerce (Autonomous),
Address 2: #163, Brigade Road, Bangalore – 560 025

Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by registered letter, fax or telegram.

XII) NON SOLICITATION

- During the term of this MOU and for a period of twelve (12) months thereafter, Institute agrees not to hire, recruit, solicit or otherwise employ any employee or representative of TCS involved in the performance of its obligations pursuant to this MOU.

XIII) FORCE MAJEURE

- Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

XIV) AUTHORITY

- Each signatory to this MOU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOU to execute the same in a manner binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

XV) NO WAIVER

- Either Party's failure to exercise any right under this MOU shall not constitute a waiver of any other terms or conditions of this MOU with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOU. In order to be effective, all waivers under this MOU must be in writing and signed by the waiving Party.

XVI) TATA CODE

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- The business activities of TCS are self-regulated by the "Tata Code of Conduct". Institute undertakes that it will ensure compliance with the Code in the performance of this MOU and promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. A copy of the Tata Code of Conduct is available at: <https://www.tcs.com/tata-code-of-conduct>.

XVII) SURVIVAL

- The clauses of this MOU, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

XVIII) SEVERALTY

- If any clause or term of this MOU be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOU shall continue to operate and be binding on the Parties.

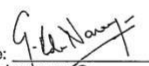

XVI) ENTIRE AGREEMENT


- This MOU, along with the schedules, annexures and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

TATA CONSULTANCY SERVICES LTD.
(TCS)

St. Joseph's College of Commerce (Autonomous),
(SJCC)

Signature: 
Name: Balanarayan G
Title: 
Date: 30 Sep - 2020

Signature: 
Name: Dr. Daniel Fernandes, SJ
Title: Principal
Date: 23rd Sept 2020

St. Joseph's College of Commerce (Autonomous)

ANNEXURE - A

OPTION 1

TCS Designed Course(s) – Offered as Bachelor's degree level full Curriculum specialization

Offering One: 3 year degree program in:

- (i) Bachelors of Commerce (B.Com) in Business Process Services/Management

- TCS agrees to design and develop full curriculum specialization in Business Process Services for Bachelor of Commerce (B.Com) and Business Administration / Management (BBA / BBM) degree courses. The objective is to evolve Business Process Services / Management as a specialization area in the curriculum offered by Institute and provide the students of B.Com and BBA / BBM with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field.

- A bachelor's degree level full Curriculum for students intending to join B.Com with specialization streams in Business Process Services/ Management and for students intending to join BBA or BBM with specializations streams in Business Process Services/Management. TCS will work with the Institute for designing and developing the Curriculum that can be included across the 3 years of the degree courses, which will be offered by the Institute. The Curriculum will include examination/ assessment at the end of each semester / year in TCS Designed Course(s) along with other core topics.
-

ANNEXURE – B (FOR STUDENTS)

INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned _____ Year B.Com/BBA/BBM/BSc Computer Science / BCA student ("I"/ "Student") of <name of college> College, <address>, affiliated to _____ University and Tata Consultancy Services Limited, having its corporate office at TCS house, Raveline Street, 21 D.S. Marg, Fort, Mumbai – 400001, India ("TCS").

WHEREAS in connection with the terms of the Memorandum of Understanding dated _____, executed by and between TCS and _____ (the "MOU"), TCS has agreed to design and develop courses in areas focused around _____ <name of the Designed Course> which is a focused line of business offering within Business Process Outsourcing entity at TCS.

WHEREAS TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material").

AND WHEREAS it being an intellectual property of TCS, the Student hereby agrees to comply with the following obligations with respect to such Course Material:

- I acknowledge that TCS is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.
- I shall not commit any violation, infringement or misappropriation of such Intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.
- I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self study/ training.
- I also hereby undertake to ensure that after completion of the course or upon prior request by TCS, I shall promptly destroy the Course Material by means of shredding.

I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of TCS. I note that TCS is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction, however, that, upon my breach of this Undertaking, TCS reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.

By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.

Signature: _____ Date: _____

Name of Student: _____

College ID Number: _____

Residential Address: _____

ANNEXURE – C (FOR FACULTY)

INDIVIDUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the day of signing, by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act 1956 and having its Corporate Office at TCS House, Raveline Street, Fort, Mumbai 400001, India ("TCS"), and _____ s/o d/o _____, ("Faculty"), a Faculty in the Department of _____ at _____ <College Name & Address of college> (the "Institute")

TCS and Faculty are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require;

WHEREAS Faculty is aware that in connection with the terms of the Memorandum of Understanding dated _____, executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop course contents and curriculum for one or more courses ("TCS Designed Courses") that can be offered by the Institute to its students.

WHEREAS, TCS will conduct a Train the Trainer Program ("Training") where personnel/specialists from TCS will transition the skill, knowledge and approach to the nominated faculty/Faculty to teach the TCS Designed Course(s) viz. _____ <name of the courses for which the Faculty is being trained> (the "Course").

WHEREAS, the Faculty will utilize the material, skill and knowledge learnt during the Training hereto for imparting education thereof only to the students enrolled in Course and at the Institute ("PURPOSE").

WHEREAS, Faculty acknowledges that TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the Course and study material that are provided to the Faculty.

WHEREAS, in the course of Training/such activities it is also anticipated that TCS will disclose to the Faculty all Course material (in form of soft copies and/or hard copies) for the Purpose as set forth above;

NOW THEREFORE, the Parties hereto have entered into the following agreement ("Agreement"):

1. For the purpose of this Agreement "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any Course Material, Training material, methods, product, service, process, invention, improvement or development carried on or used by TCS, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, business strategies, marketing, tenders and any price sensitive information concerning TCS, whether or not labeled as "Confidential Information" and disclosed by TCS in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived from CONFIDENTIAL INFORMATION by the Faculty as well as any modules, samples, prototypes or parts thereof.
2. All Confidential Information disclosed pursuant to this Agreement
 - a. shall be used exclusively for the Purpose of this Agreement, and the Faculty shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by TCS;
 - b. shall not be distributed, disclosed, or disseminated in any way or form by the Faculty to anyone. All CONFIDENTIAL INFORMATION shall be utilised by the Faculty only for the purpose of gaining knowledge and in furtherance of imparting education to the students of the Institute;
 - c. shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;
 - d. shall remain the property of TCS;
 - e. shall not be disclosed to any other third party by the Faculty without the prior written approval from TCS; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement;

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3. The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which:
 - a. the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this Agreement;
 - b. was lawfully in the Faculty's possession prior to receipt from TCS as proven by its written records without the breach of any confidentiality obligations by any third party;
 - c. is independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;
 - d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to TCS immediately upon learning the requirement for disclosure and afforded TCS a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.
4. The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates TCS to disclose any Confidential Information to the Faculty.
5. The Faculty shall indemnify and hold harmless TCS and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Faculty or its representatives or agents.
6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to TCS, TCS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
7. The Faculty confirms that TCS is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.
9. The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
10. All Confidential Information disclosed pursuant to this Agreement shall either be returned to TCS or be destroyed by the Faculty at the option of and sole discretion of TCS. In case of destruction, the Faculty shall confirm in writing such destruction to TCS.
11. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder (or any statutory modification / re-enactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or any one acting on behalf of the Faculty, TCS shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
12. This Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Mumbai having the exclusive jurisdiction.
13. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS : Tata Consultancy Services Ltd
TCS House, Raveline Street,

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Fort, Mumbai 400 001, India.

Attn: General Counsel, TCS

To < Name of Faculty, designation, college name & college address>

or to such other person or addresses as any of the Parties shall have notified to the others in writing.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.

15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

Location:
Date:
on behalf of:
TATA CONSULTANCY SERVICES LTD

Location:
Date:

Sign in the box

Name, Designation & Signature

Sign in the box

Name, Designation & Signature of Faculty

St. Joseph's College of Commerce (Autonomous)

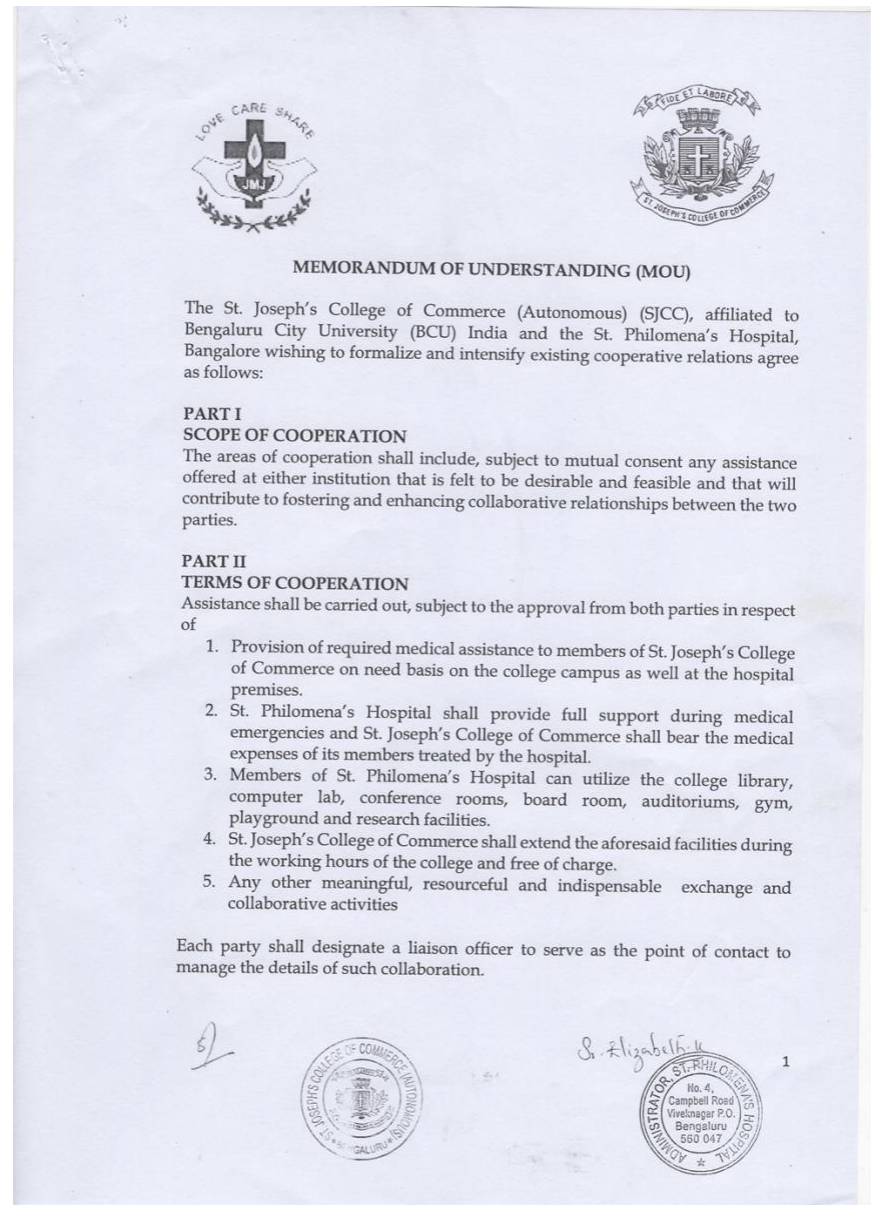
ANNEXURE – D

TERMS AND CONDITIONS FOR USAGE OF TCS MARKS

Any use of TCS or its affiliates' name, trade name, trademarks or service marks (collectively "TCS Marks") as referred to in Section IV of the MOU shall be subject to the following terms and conditions:

1. Institute acknowledges and agrees that any use of TCS Marks shall be with the prior written approval of the first proposed usage from TCS. Any different usage also shall require prior written consent TCS. Institute shall submit samples for approval at email: balanarayan.g@tcs.com. Any change in the contact for submitting samples for approval shall be intimated to Institute from time to time. All use of TCS Marks permitted by this Section shall be in accordance with TCS usage guidelines and/or instructions provided to Institute from time to time. Where such prior written approval is granted as aforesaid, TCS will grant Institute a non-transferable, non-sublicensable, royalty-free, revocable and nonexclusive permission to place or affix permitted TCS Marks belonging to TCS, on or in relation to the approved usage.
2. TCS reserves the right to withdraw such permission and consent at any time with reasonable notice entirely or in relation to particular TCS Marks or particular use, and immediately if TCS become aware of any claim by a third party that Institute use of TCS Marks infringes upon the rights of that third party. Institute acknowledges and agrees that all rights, title and interest in and to TCS Marks shall be and remain sole and exclusive property of TCS and/or its affiliates. Institute will be responsible for ensuring that the use of TCS Marks is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the applicable laws and remains distinct and separate from text, brand marks or any other graphic elements.
3. Institute represents and warrants that they will not at any time:
 - (i) claim any right, title or interest in any of the TCS Marks;
 - (ii) register, seek to register or cause to be registered any of the TCS Marks;
 - (iii) adopt and use any trademark, trade name, business name, fictitious name, internet domain name, logo or designation that might be identical or confusingly similar to TCS Marks or TCS Marks as portion thereof;
 - (iv) attach any other trademark, trade name, logo or designation to TCS Marks or use in combination with any other design, word or words, unless such use is authorized in writing by TCS;
 - (v) use any of the TCS Marks in connection with products / services / context not contemplated herein;
 - (vi) use TCS Marks in any manner that suggests that TCS has endorsed, sponsored or certified the product, components, program or services of the other Party; or
 - (vii) use any of the TCS Marks in a manner that infringes, derogates, dilutes, or impairs rights TCS has in such Marks.
4. Institute will be fully responsible to TCS for any damages or harm caused to TCS by a breach of these terms and conditions by Institute or any of its agents, consultants or affiliates. Institute acknowledge and agree that a breach of any of its representations, warranties or agreements contained herein will result in irreparable injury to TCS and/or its affiliates for which there will be no adequate remedy at law, and TCS and/or its affiliates shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of these terms and conditions by Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of these terms but shall be in addition to all other remedies available at law or in equity.
5. All use of TCS Marks by the Institute as permitted under these terms and conditions and goodwill therein shall inure to benefit of TCS and its affiliates. Any breach of the license/permission granted herein and/or breach of the representations and warranties will cause irreparable loss to TCS and/or its affiliates for which there may be no remedies at law.
6. Permission for Institute to use the TCS Marks under these terms and conditions is only as stated above and it is expressly understood that nothing herein shall grant to Institute any right, title, or interest in the TCS Marks or name (either alone or in association with other words or names), or any part thereof, or in any other marks adopted by TCS, or in any trademark, copyright or good will of TCS and/or its affiliates. Institute agrees upon termination or expiration of this MOU to discontinue use of TCS Marks where such use is based on any rights obtained under these terms and conditions. Any continued, further or other use of TCS Marks shall be subject to execution of separate agreement between the Parties.
7. All materials provided and/or approved by TCS under these terms and conditions (including without limitation the marks and all graphic materials and content relating to the marks) are provided "as is" and without warranty of any kind, express or implied, and TCS and/or its affiliates/licensors hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of reliability, availability, title, merchantability, non-infringement, quiet enjoyment or fitness for a particular purpose.

8. In no event shall TCS and/or its licensors or affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, arising out of or in any way related to the use of or inability to use, or failure to meet any duty including of good faith or of reasonable care, damages for loss of profits, revenue or business interruption, or otherwise under or in connection with any provisions of these terms and conditions regarding use of the TCS Marks, even in the event of the fault, tort (including negligence), strict liability or breach of contract, and even if TCS or any of its licensors/affiliates has been advised of the possibility of such damages.



PART III

EFFECTIVE DATE AND LENGTH OF AGREEMENT

This agreement will remain in force until and unless there is reason for termination. Any amendment and/or modification of this agreement will require written approval of the St. Joseph's College of Commerce (Autonomous) (SJCC), affiliated to Bengaluru City University and St. Philomena's Hospital shall be appended here to. Either party reserves the right to terminate this agreement upon six (6) months' written notice to each other.

PART IV

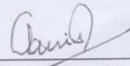
CONTACT POINTS

The program contact points will be the Principal, St. Joseph's College of Commerce (Autonomous) (SJCC), affiliated to Bengaluru City University, India, and Administrator of St. Philomena's Hospital, Bangalore.

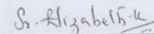
PART V

SIGNATURES

SIGNED BY



Dr. Daniel Fernandes, SJ
Principal
St. Joseph's College of Commerce
(Autonomous)
#163, Brigade Road,
Bangalore - 560 025



Sr. Elizabeth Rani
Administrator
St. Philomena's Hospital
No 4, Mother Theresa Road,
Near Life Style, Vivek Nagar Post,
Bangalore - 560 047

Date: 15th September 2015





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered on this day the 10th April 2019

By and Between:
St. Joseph's College of Commerce located at 163 Brigade Road Bangalore.
Principal/Coordinator (Hereinafter referred to as "SJCC")

AND

"Patrick Academy, # 143/A, 3rd floor, 60 feet Road, 5th Block Koramangala, Bangalore-560095", and represented herein by its Head, (Hereinafter referred to as "PA")

(SJCC and PA are hereinafter jointly referred as "Parties" and individually as "Party")

Whereas

Now therefore, in consideration of the mutual promises set forth in this MOU, the parties here to agree as follows:

Clause 1: COOPERATION AND OBJECTIVES

- 1.1 Both the parties are united by common interest and objectives for providing Academic electives in B.com (Travel & Tourism) subjects for the fifth and sixth semester.
- 1.2 The Parties agree that they shall co-operate to offer two elective papers in Travel & Tourism
 - 1) International Air Fares and Ticketing & EBT in the fifth Semester
 - 2) Air Cargo and Logistics Management in the sixth Semester

Each paper will be handled for a lecture of 60 Hours.

Clause 2: OBLIGATIONS of PA

PA shall be responsible *inter alia* for the following:

- 2.1 Conduct Class regularly according to the class scheduled by SJCC.
- 2.2 Classes will be handled by PA authorized well trained, qualified and Industry Experienced teaching faculty.
- 2.3 PA will be responsible for the conducting & evaluation of Mid Semester Examinations, Continuous Internal Assessments, Setting Exam papers, evaluation for End Semester Examinations and all other examination related procedures.
- 2.4 Travel and Tourism industry interactions in terms of guest lectures and workshops from domain experts at regular intervals.
- 2.5 The Computer Reservation System (CRS) Galileo (30 hours) training would be conducted at SJCC centre.
- 2.6 Providing books or study material as per requirement.
- 2.7 Certificate will be provided by PA for 30 hours CRS (Galileo) program for every student.
- 2.8 Offering internship and placement assistance to the students.
- 2.9 PA will make all arrangements to ensure no classes would be cancelled without the permission of the principal of SJCC.

Clause 3: OBLIGATIONS OF SJCC

SJCC shall be responsible *inter alia* for the following:

- 3.1 Providing equipped class room and lab for training sessions.
- 3.2 Making Payment as per schedule.

Clause 4: JOINT OBLIGATIONS OF THE PARTIES

The parties agree to the following:

4.1 The parties agree to obtain all consents, approvals and permissions from statutory bodies in respect of their individual obligations as outlined in this MoU for giving effect to this MoU.

4.2 Defining and sustaining the quality and delivery of the programs.

4.3 Monitoring and supervising in running the course in such a manner that the standards and excellence for which the parties are known are maintained.

Clause 5: FINANCIAL TERMS

5.1 SJCC agrees to pay PA Rs.700/- per hour for each hour of class conducted for the two elective papers and it will be paid monthly.

5.2 SJCC agrees to pay PA Rs.3,500/- per student for CRS (Galileo) 30hours program.(minimum student requirement : 60 No's)

5.3 SJCC agrees to pay the above payment for CRS as follows: 25% before the commencement of the class, 25% after completing 20hours and 50% at the time of certification.

5.4 PA will make arrangements to provide comprehensive & adequate study material at reasonable rates as per requirement of the students and will be responsible for collection of such remittances towards the study material from the students directly.

5.5 All payment should be in Cheque in favor of "PATRICK ACADEMY"

Clause 6: CONFIDENTIALITY

6.1 All materials and information provided to a party by the other party or acquired by a party on behalf of the other party, whether oral, written, recorded magnetic media, cards or otherwise, shall be regarded as confidential information in accordance with the applicable laws, and ethical standards.

6.2 Each party shall take all necessary steps to safeguard the confidentiality of such materials or information. Neither party shall use the confidential information of the other party for purpose other than those contemplated hereunder.

Clause 7: INTELLECTUAL PROPERTY

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 intellectual property (including but not limited to know-how, inventions, patents, copy right and designs) of the other party for the period of the MoU.

Clause 8: DEFAULT

8.1 PA takes full responsibility in conducting all the classes and completing all their obligations with regard to the syllabus completion, Continuous Assessment and conducting and evaluating of Mid and End Semester Examinations.

8.2 SJCC undertakes to make timely payments to PA as mentioned in this MoU.

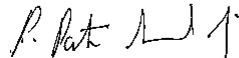
Clause 9: DISPUTE RESOLUTION

9.1 In the event of any dispute under this MoU, authorized representatives of "PA and SJCC shall meet not later than seven (7) working days after receipt of notice by either party of request for dispute resolution and shall enter into good faith negotiations aimed to resolve the dispute.

9.2 If the representatives are unable to reach mutually satisfactory resolution of dispute within the next fifteen working days, each party shall, within seven (7) working days, design a top management executive who will attempt, over the next fifteen (15) days, to resolve the dispute

9.3 It is agreed by both the parties that any difference or dispute in this connection shall be referred to sole arbitrator to be nominated by both the parties under the provision of the Arbitration and conciliation Act 1996 and the Award so given by the Arbitrator will be wholly binding on both the parties and shall not be questioned under any circumstances.

9.4 It is also agreed by both the parties that the courts at Bangalore alone will have the jurisdiction.



Functional Memorandum of Understanding

AY : 2021- 2022

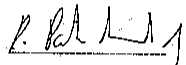
Clause10: VALIDITY OF MoU

10.1 This MoU is valid for a period of Two (2) years with effect from the date of signing of this MoU and can be renewed further for a specified period by mutual consent.

The signature of each party's duly authorized representative below shall evidence the agreement of such party that this MoU accurately summarizes its understanding with respect to the subject matter hereof.

Signed for the behalf of

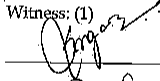
Patrick Academy



Name: Patric Andrews Raj
For PATRICK ACADEMY

~~Patric~~
Proprietor

Witness: (1)



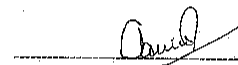
Name: Dr. Suganthi Pans

Address: SJCC

Occupation: Asst. Prof.

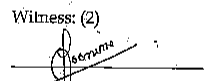
Signed for the behalf of

St. Joseph's College of
Commerce (Autonomous)



Name: Dr. Daniel Fernandes, SJ
~~Principal~~
St. Joseph's College of Commerce
(Autonomous)
163, Brigade Road, Bangalore-25

Witness: (2)



Name: Dr. Poojamma V

Address: SJCC

Occupation: Asst. Prof.