



தமிழ்நாடு தமில்நாடு TAMILNADU

14.12.2023

Dr. N.G.P. Arts and Science College
cb

DV 046098

N. SUMATHI
STAMP VENDOR
SARAVANAMPATTY
COIMBATORE - 641035
Ref. No: 5409/B1/2013

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into and effective as of December 14, 2023


By and Between

KC Global Edutech Private Limited incorporated and registered in India with Company's CIN number U80901HR2020PTC085664, whose registered office is at H. NO. 1122, SECTOR 3, BALLABGARH, FARIDABAD, HARYANA, INDIA 121004 hereinafter called as the KC Global Edutech Private Limited ('KC GlobEd' or 'Company'),

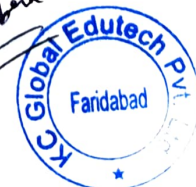
And

Dr. N.G.P Arts and Science College, Coimbatore (hereinafter referred to as "Institutional Partner"), having its office at Dr. N.G.P. Kalapatti Road, Coimbatore - 641048 represented by Prof. Dr. K. Ramamurthi, Principal, hereinafter referred to as "Authorized Personnel of Institutional Partner") of the SECOND PARTY.

For the purposes of this Agreement, "KC GlobEd" and "Institutional Partner" have been individually referred to as a "Party" and collectively as "Parties".


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Principal
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DEFINITIONS

"Courses" means **US Enrolled Agent (US EA) and US Certified Public Accountant (US CPA) courses** and any other course as may be mutually agreed time to time, which will be offered to students and faculties of institutional partner. "Course" will mean individual course.

"Candidate" means every prospective person who enquired and showed intent to enroll for the courses offered by the Company.

"Territory" refers to parts of world/ cities in which the entity operates.

"Student" means every enrolled candidate for the courses offered by the institutional partner under the MOU.

1. Objective of MOU

- a. Provide **US Enrolled Agent (US EA), US Certified Public Accountant (US CPA)** and any other course as may be mutually agreed time to time to the students of institutional partner.
- b. Create new placement opportunities for qualified students of institutional partner.
- c. Generate and share revenue among both parties as agreed in this MOU or any addendum thereof, which may be entered from time to time.

2. Responsibilities of KC GlobEd

- a. Provide learning material, course training and related support services to each registered student for the respective course as mentioned in **Annexure - A for US Enrolled Agent and Annexure B - US Certified Public Accountant (US CPA)** of this MoU.
- b. Training to institutional partner counselling, admission and marketing team to promote and support on boarding of students.
- c. Faculty development program to effectively run these programs at institutional partner.
- d. Invite corporates for on-campus and off-campus hiring for the qualified students registered under this MoU

KC GlobEd may introduce new courses in future which may be extended to the institutional partner at mutually agreed consideration.

3. Responsibilities of Institutional Partner

- a. Promote the courses amongst the existing students and prospective students.
- b. Include courses details in collaboration with KC GlobEd on website, promote courses on electronic media, social media, internal students & faculties groups, ensure print promotional activities like brochures, flyers, standees etc.
- c. Time to time organize courses information sharing seminars and webinars along with KC GlobEd team with existing and potential students, encourage them to join these courses.


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- d. Nominate counselling, admission and marketing team for training on these courses from KC GlobEd team and assign responsibilities for smooth execution of respective activities.
- e. Provide one point of contact to KC GlobEd team for admission, marketing, operational support and fee collection
- f. Fee collection from registered students and timely payment to KC GlobEd, as agreed in **Annexure - A for US Enrolled Agent and Annexure – B for US Certified Public Accountant (US CPA)** of this MoU.
- g. Any other support needed to promote and enroll students in respective courses.

4. Commercial Consideration

For commercial consideration and payment terms refer:

- **Annexure A – US Enrolled Agent**
- **Annexure B - US Certified Public Accountant (US CPA)**

Attached with this MOU for respective courses.

5. Term and Termination

The MoU shall be effective from the date of signing and shall remain in force for a period of 3 years. It shall automatically be renewed every three years until and unless terminated by either party in writing.

Either Party shall have the right to terminate the MoU, if the other Party commits a material breach of any of the terms and conditions of the MoU concerned by providing 30 days' notice (including under-payment or non-payment of invoices) and fails to rectify the same within 30 days of being requested to do so in writing.

Either Party shall have the right to terminate this MoU without assigning any reason, by giving 90 days written notice prior to date of termination and paying any due amount.


In the eventuality of termination or non-renewal of MoU or on expiry of MoU, it would be the responsibility of all parties to complete their respective responsibilities and provide its services (except in case of under or non-payment of invoices) as identified in this MoU.

Effects of Termination

In the event of termination both parties must return all the articles, tangible assets, intangible assets, marketing material, data, information and other material shared with each other to perform their duties until the last working days from the termination without any default.

Both parties must delete all the confidential data, information exchanged in hard and soft copies for execution of this MoU in their respective custody before the last working day of termination without any default, except to the extent required by applicable law and regulation.

Termination shall not affect the rights and obligations of the parties arising prior to the effective date of termination including, without limitation, the obligation of either party to pay for full amount dues and fulfilment of responsibilities for timely completion of courses of existing students enrolled prior to the date of termination in accordance with this and subject to the


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terms of this MoU.

6. Confidentiality

The Parties undertake to keep confidential and not disclose the contents of this MoU, as well as all information disclosed to or obtained by the parties from each other pursuant to this MoU, and other information or documents that may come into the possession of the parties in connection with performance of their obligations under this MoU. The Parties will use their best efforts to keep the information provided in the strictly confidential. Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

7. Jurisdiction and Arbitration

This MoU is legally binding to all Parties.

This MoU in English shall be governed and construed in accordance to the laws of India.

Any dispute/ controversy arising out of or relating to this MoU shall be submitted to and settled by arbitration in accordance to the laws of India. An amicable settlement and negotiation shall be attempted within 30 days of arising of the dispute failing to which shall be referred to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

The Parties further agree the followings:


- a. The place of arbitration and litigation shall be at Delhi, India.
- b. The language to be used in the arbitral proceedings shall be in English language.

8. Intellectual Property

The parties agree and confirm that all intellectual training material shall at all times vest in and remain with and belong to KC GlobEd. No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MoU. Any IP exchanged pursuant to this MoU shall be governed by the terms of a separate written agreement by the Parties.

9. Force Majeure

The Parties shall not be liable for any failure to perform any of its obligation under this MoU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of occurrence of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such even, be entitled to terminate the MoU, nor shall either party have any such claims for damage against the other, in respect of such non-


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performance or delay in performance. Provided services under the MoU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

10. Notices

Unless otherwise provided herein, all notices of other communications under or in connection with this MoU shall be given in writing either by (1) Registered Post, or (2) by Courier Service, or (3) by electronic mail to the applicable party at the contact details indicated below:

KC GlobEd:

Name: KC Global Edutech Private Limited
Attention: Mr. Kamal Chhabra
Designation: CEO
Address: 63, Second Floor, Satya Niketan, South Delhi, Delhi 110021
Email: kamal.chhabra@kcglobed.com
Contact No: +91 99209 15132

University/Institution:

Name: Dr. N.G.P. Arts and Science College, Coimbatore
Attention: Prof. Dr. K. Ramamurthi
Designation: Principal
Address: Dr.N.G.P.Kalapatti Road, Coimbatore,
TamilNadu - 641048
Email: principal@drngpasc.ac.in
Contact No: +91 9486262305

11. Counterparts

Each MoU may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this document.

12. Entire MoU

This Clause constitutes the entire MoU between the Parties in relation to the obligations of the Parties under MoU Confidential Information and supersedes any previous MoU, whether express or implied, regarding Confidential Information.

13. General Provisions

- a. All parties have full power and authority to enter into this MoU and take any action, execute any documents required by the terms hereof, and that this MoU entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof, and that the executants of this MoU are duly empowered and authorized to execute this MoU and to perform all its obligations


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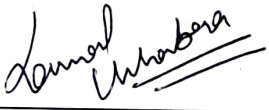



- in accordance with the terms herein.
- b. This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.
 - c. All Parties shall perform their duties in strict compliance with all applicable laws in their territory along with rules and regulations of duly constituted Govt. authorities in their territory and shall obtain all licenses, restrictions or other approval, if any required by laws in respective territory in connection with the services to be rendered hereunder.
 - d. All partners can use logo, trade name, course names, course modules & other related materials for promotion of the courses to be conducted jointly within the scope of this MoU.
 - e. All parties shall promote the arrangement and courses through their respective websites and other social media platforms.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto subscribed their respective hands by its authorised signatories on the date first above mentioned, in presence of the Witnesses.

For KC Global Edutech Private Limited

For Dr.N.G.P.Arts and Science College

Signature: 
Name: Kamal Chhabra
Designation: CEO


Signature: 
14/12/2023
Name: Prof. Dr. K.Ramamurthi
Designation: Principal




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Witness 1:

Witness 2:

Signature: 
Name: Nitish Khatri
Designation: AVP

Signature: 
Name: Dr. S. Saravanan
Designation: Vice Principal

Annexure A: Commercial Terms for US-EA Course

The below stated terms and conditions have been expressly agreed by and between the parties:

Sl.	Items	Details
1.	KC GlobEd Support	<ul style="list-style-type: none">a. Provide EA learning material, course training and related support services to each registered student.b. Training to institutional partner counselling, admission and marketing team on:c. Admission process, PTIN application process for students, enrollment and examination form requirements.d. Promotional activities to promote and support on boarding of students.e. Once in a year faculty development program to effectively run this program at institutional partner for 1-3 faculty.f. Invite corporates for on-campus and off-campus hiring for the qualified students.
2.	Course Duration	12 Months
3.	Price Per Student per year	EA Study Material, LMS Access, Training & Support Fees of INR 15,000 + GST as applicable only.
4.	Payment Terms	100% Advance.
5.	NAEA, IRS & Prometric Center fees (to be paid directly by the students)	Students would pay directly to NAEA, IRS & Prometric Center: <ul style="list-style-type: none">• At the time of enrolment - IRS membership and PTIN• At the time of exams -Prometric Center Note: Change in NAEA, IRS & Prometric Center fee is subject to their respective body discretionary and it is completely out of our control.



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Annexure B – Commercial Terms for US-CPA Course

The below stated terms and conditions have been expressly agreed by and between the parties:

Sl.	Items	Details
1.	KC GlobEd Support	a. Provide CPA learning material, course training and related support services to each registered student. b. Training to institutional partner counselling, admission and marketing team on: <ul style="list-style-type: none"> - Admission process, universities transcript process, NASBA evaluation process, enrollment with state board process, and examination form requirements. - Promotional activities to promote and support on boarding of students. c. Once in a year faculty development program to effectively run this program at institutional partner for 1-3 faculty. d. Invite corporates for on-campus and off-campus hiring for the qualified students. e. Guest lecture as time to time mutually agreed.
2.	Course Duration	24 Months for PG Students of Commerce & Management Only
3.	Price Per Student	US CPA Study Material, LMS Access, Training & Support Fees of INR 30,000 + GST as applicable only.
4.	Payment Terms	100% advance
5.	Fees to be paid directly by the students to respective bodies.	Students would pay directly to: <ul style="list-style-type: none"> • Universities and Institutes for their transcripts and degree attestation • Evaluation fee to NASBA • Enrollment fee to chosen state board of accountancy • Examination fee to NASBA • Examination center fee to prometric center. Note: Change in these fees is subject to their respective management discretionary and it is completely out of our control.



(Signature)
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