



കേരള KERALA MEMORANDUM OF UNDERSTANDING

DL 097233

This Memorandum of Understanding made on this the 17<sup>th</sup> day of November, 2022

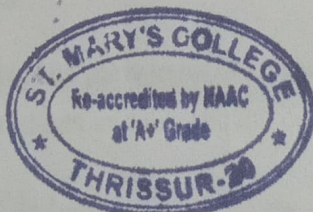
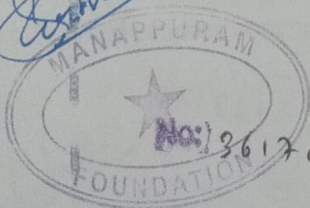
**BETWEEN**

**St. Mary's College (Aided) – Thrissur (SMC TSR)**, having their campus situated at Thrissur, Kerala, India – 680020 and represented by Principal, Dr. Sr. Magie Jose, St. Mary's College (Aided) - Thrissur hereinafter referred to as the "**First Party**" ((which expression shall, unless repugnant to the context or meaning thereof include its executors, successors and assigns) of the **FIRST PART**

**AND**

**M/s MaCampus (Formerly Known as Manappuram Academy of Professional Education)**, a unit of Manappuram Foundation, (Regn. No. 205/IV/2009) registered under the Income Tax Act, 1961 having its campus situated at 3<sup>rd</sup> Floor, Sobha Heights, Agraharam Road, Punkunnam P O, Tcr and represented by its Chief Executive Officer, Mr. George De Das, hereinafter referred to as the "**Second Party**" (which expression shall unless repugnant to the context shall mean and include its successors and assigns) of the **SECOND PART**

*George De Das*

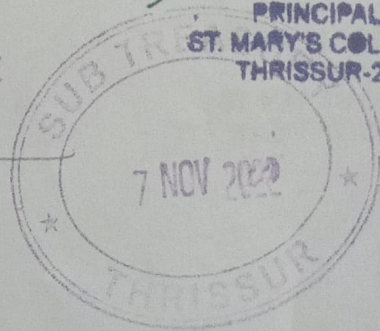


VALUE Rs: 100

C. I. VARGHESE  
VENDOR No: 31  
- 1 - THRISSUR

*Magie Jose*

Dr. Sr. MAGIE J.  
PRINCIPAL  
ST. MARY'S COLL  
THRISSUR-20



Manappuram Foundation - 9 NOV 2022

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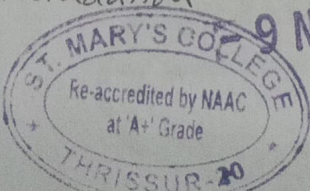
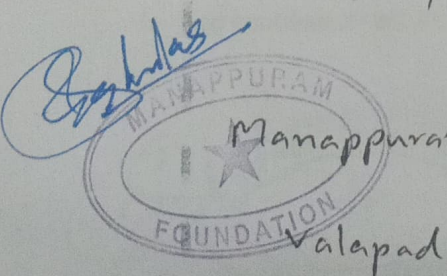
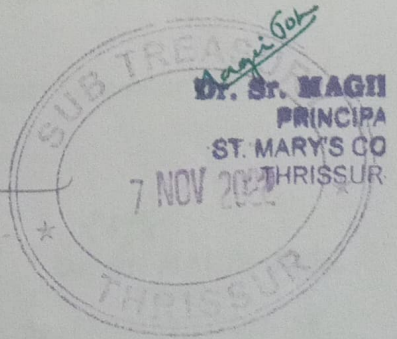
The First Party and Second Party are hereinafter collectively referred to as "Parties" and separately as "Party".

WHEREAS, St. Mary's College, the pioneer First Grade College for women in the district, affiliated to the University of Calicut is situated in the heart of Thrissur, the cultural capital of Kerala. It was established in 1946 with the affiliation of Madras University and administered by the CMC (Congregation of the mother of Carmel) sisters of Nirmala Province in the Roman Catholic Church of Thrissur Archdiocese. It soon grew into a full-fledged First Grade College with two Post-Graduate courses in Economics and English Literature. In 1987, the Management was trifurcated, and St. Mary's and Vimala Colleges remain under the CMC Educational Society, Thrissur, which has a glorious history in the field of education. The college has the distinction of being accredited twice by NAAC with 'A' Grade in 2010 and 2015. In 2022, UGC has re-accredited the college with 'A+' Grade. and Second Part is an Academy, hereinafter referred as "MaCampus" established to Provide Quality Coaching for Finance Professional Courses including company secretaryship.

WHEREAS First party approached the Second party to have an association with MaCampus to provide professional courses coaching to their students and the second party accepted the same.

No: 36169 VALUE Rs: 100/-

C. I. VARGHESE  
VENDOR No: 31  
-2- THRISSUR

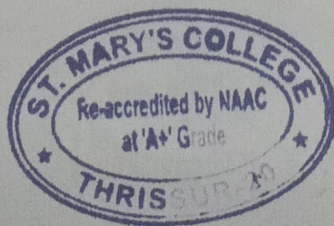
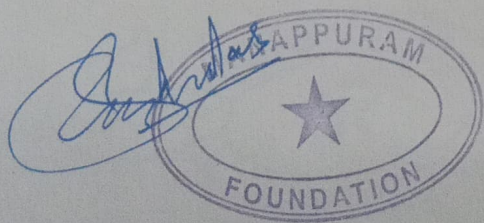


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**WHEREAS** all the Parties have discussed and mutually agreed to the terms and conditions of the understanding and decided to reduce it in writing, by this Memorandum of Understanding as follows

1. The parties agree that this Memorandum of Understanding shall be valid for a period of 3 Years effective from the date of execution. Each party has the right to terminate this contract without cause with a minimum of 30 days written notice prior to termination.
2. That the First Party do hereby agrees and undertakes to
  - a) Students Registration of Graduation
  - b) Provide Classes for Graduation
  - c) Fees Collection from Students
3. That the Second Party do hereby agrees and undertakes to
  - a) Registration of Students with ICAI (CMA), ICAI (CA) and ICSI(CS)
  - b) Provide classes for CMA, CA and CS Course
  - c) Arrange Articleship and Placement
4. That, If First Party wishes to change or discontinue services, First Party may then terminate this contract with no further obligation to Second Party except for services rendered prior to the date of Termination Notice. Second Party can also terminate / withdrawal discounted benefits if payment is delayed beyond the agreed period of 30 days with no confirmation or reasons for delay.
5. Minimum number of students required to start each batch at college premises will be 20(Twenty)
6. Ms. Jinu Josy, Placement cell co-ordinator/any authorized person shall be coordinate this program/MOU
7. That in the event of dispute arising between the parties hereto, relating to this MOU, the same shall first be attempted to be resolved by Conciliation. The Conciliator shall be a person mutually appointed by the Parties. In case of failure to resolve the dispute amicably by way of conciliation within 30 days from the date of occurrence of the dispute, the dispute shall be referred to Arbitration of sole arbitrator, to be mutually appointed by the Parties whose decision shall be final and binding on both parties. The expenses for the same shall be borne by both the parties equally. The venue of the arbitration shall be at Thrissur and the arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The award shall be final and binding on the parties subject to the applicable laws in force and the award shall be enforceable in any competent court of law, within the jurisdiction of Thrissur District.
8. This MOU can only be amended by a document in writing specially referring to this MOU and duly signed by each of the parties, as an Addendum.
9. Fee concession will be considered for BPL students as per Manappuram Foundation's Policy



*Magie Jose*  
**Dr. St. MAGIE JOSE**  
PRINCIPAL  
ST. MARY'S COLLEGE  
THRISSUR-20



10. Coaching Fees for the courses per student to be paid by the first party to the second party as per the structure mentioned below plus Applicable GST from time to time

01 - Course: Cost & Management Accountancy (CMA)

Level	Fees*
CMA Foundation	6600
CMA Intermediate	21000
CMA Final	27000

02 - Chartered Accountancy (CA)

Level	Fees*
CA Foundation	16900
CA Intermediate	27100
CA Final	38100

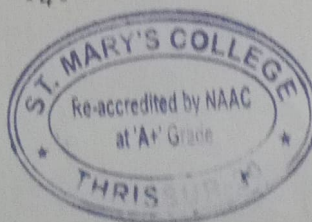
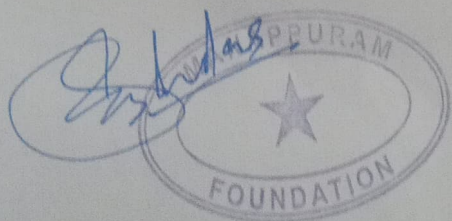
03 - Company Secretaryship (CS)

Level	Fees*
CS Entrance	6600
CS Executive	21000
CS Professional	27000

The above fees can be revised at any time by mutual agreement

11. First party will be responsible to ensure the students studying as per this agreement are complying the rules and regulations of MaCampus throughout the course period. MaCampus reserve the right to take any disciplinary action including termination if student breach the rules and regulation described by the second party from time to time.
12. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts, pandemic or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.
13. The parties have signed this Memorandum of Understanding after reading and understanding all its contents and admit that this transaction is being entered into by them voluntarily and without any outside pressure, coercion and/or un-due influence. Further, this Memorandum of Understanding supersedes all prior oral or written arrangement(s)/

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*Maggi Jose*  
Dr. Sr. MAGIE JOSE  
PRINCIPAL  
ST. MARY'S COLLEGE  
THRISUR-20

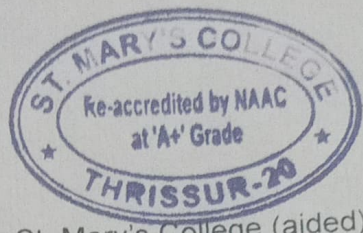


correspondence etc. and having 5 pages. If any, and records the entire arrangements between the parties fully.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, in this memorandum of understanding, on this the 17<sup>th</sup> day of November, 2022.

For St. Mary's College (Aided) – Thrissur

*Magie Jose*  
**Dr. Sr. MAGIE JOSE**  
PRINCIPAL  
ST. MARY'S COLLEGE  
THRISSUR



(Represented by Dr. Sr. Magie Jose, Principal, St. Mary's College (aided), Thrissur)

For MaCampus (Formerly Known as M/s Manappuram Academy of Professional Education)

Mr George De Das  
(Represented by its Chief Executive Officer)



Witness 1: *Ramabrahmanian. T.N*

*T.N. Ramass*

Witness 2: *Binu Varghese*



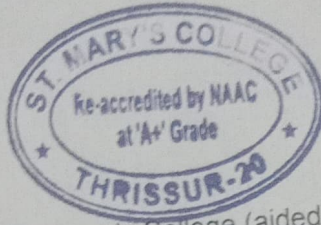
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THRISSUR



(Represented by Dr. Sr. Magie Jose, Principal, St. Mary's College (aided), Thrissur)

For MaCampus (Formerly Known as M/s Manappuram Academy of Professional Education)

Mr George De Das

(Represented by its Chief Executive Officer)



Witness 1: *Ramesubrahmanian T.N*

*T.N. Ramass*

Witness 2: *Binu Varghese*