



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
(Set up by an Act of Parliament)

Western India Regional Council

To,

Dr. Vasudev Iyer

I/C Principal

Tolani College of Commerce (Autonomous)

150-151, Sher-E-Punjab Society Guru Gobind Singh Marg,
Mahakali Caves Rd, Andheri East, Mumbai 400093.

LETTER OF COLLABORATION

Between WIRC of ICAI and Tolani College of Commerce (Autonomous), Mumbai

The Institute of Chartered Accountants of India (ICAI) is the Nation's vital partner in economic growth.

The Western India Regional Council (WIRC of ICAI), with its office in Mumbai, is the largest Regional Council amongst the five Regional Councils of ICAI, with a membership of approximately 1,70,000 CAs and about 2,50,000 students. The WIRC of ICAI has been instrumental in providing Continuous Professional Education to its Members and to the students by organizing various seminars, workshops, intensive study courses, modular training courses covering diverse areas of professional interest. As a testimony of its continuous effort the WIRC of ICAI has been consistently adjudged as the best Regional Council of ICAI.

The WIRC of ICAI organizes many activities related to the members and students which is an ideal platform for the Chartered Accountants in practice and service, to participate and gain the benefit of the doyens of the profession addressing the Conference on topics ranging from subjects on GST, Industry, Technology, Financial Services, and matters related to Professional Development.

With respect to the Collaboration between WIRC of ICAI and Tolani College of Commerce (Autonomous), Mumbai the areas of support are:

- ✓ WIRC will provide the program structure and syllabus for the training.
- ✓ WIRC will nominate the resource person for imparting training.
- ✓ WIRC will conduct the training under Train, Earn & Learn Scheme.
- ✓ WIRC will conduct evaluation after the completion of training.
- ✓ WIRC will facilitate the placement of students for internship with CA. Firm for a period of one year.
- ✓ Blockchain Platform if the College may require.



The College shall:


- ✓ Popularise the program.
- ✓ Form batches of 125-150 Students
- ✓ Monitor the payment of fees by each student and collect the participation fees and collectively give one cheque in name of "WIRC of ICAI".

The Letter of Collaboration (LOC) will be effective for TEL training period as from the date of signing.

This LOC does not constitute any financial commitment by either institution.

The Letter of Collaboration is solely for the purpose of imparting for Skill development for the students of the college and is not intended to be legally binding.

With Regards,


CA. Arpit Kabra
Chairman WIRC of ICAI

Kindly acknowledge and give your acceptance.

Name:

Designation:

College Name:

Dr. Vasudev Iyer
I/c. PRINCIPAL
Tolani College of Commerce (Autonomous)
Andheri (East), Mumbai - 400 093

Sign:

Date: 30 June 2023



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
(Set up by an Act of Parliament)

Western India Regional Council

To,

Dr. Vasudev Iyer

I/C Principal

Tolani College of Commerce (Autonomous)

150-151, Sher-E-Punjab Society Guru Gobind Singh Marg,
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College Name:

Dr. Vasudev Iyer

I/c. PRINCIPAL

Tolani College of Commerce (Autonomous)
Andheri (East), Mumbai - 400 093

Sign:

Date: 30 June 2023





THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

(INCORPORATED UNDER THE COMPANIES ACT, 1956)

Western India Regional Council

The total number of hours of the TEL program are 36 hours Skill Enhancement Program [Train, Earn & Learn] i.e. 12 days of 3hrs each session.

The mode of conduct of the lectures of TEL program will be Online Platform i.e. Bluejeans App, bluejeans link which will be provided by WIRC office.

The resources required by the learners at the time of attending the lectures will be through Mobile or Laptop for technical sessions.

The fees ICAI will be Rs. 200/- + 18% GST per student.

The format of the certificate that will be issued to the learners after successful completion of the TEL program is enclosed.



SKILL ENHANCEMENT PROGRAM FOR UNDERGRADUATES
WESTERN INDIA REGIONAL COUNCIL OF ICAI

TITLE OF THE COURSE: Train Earn and Learn [TEL]

OBJECTIVE: Skill based training programme with internship for Commerce Students

FACULTY: Lectures will be conducted by qualified and experienced Chartered Accountants.

OUTCOME / GAINS:

Course provides opportunities to the students to earn while they are learning through the part-time jobs and the entrepreneurial projects thus preparing them to shoulder professional assignments along with their academics.

TABLE OF CONTENTS:

- I. Business Communications**
 - a. Effective Verbal Communication
 - b. Active Listening
 - c. Business Communication via skype, phone and email
 - d. Barriers to Effective Communication
 - e. Nonverbal Communication - Body language improving postures & gestures

- II. Personality Development**

Social Technology – Personality Branding

- III. Social & Business Etiquette**
 - a. Social Etiquette
 - b. Business & Meeting Etiquette
 - c. Interview Etiquette
 - d. Telephone Etiquette
 - e. Email Etiquette

- IV. Effective Office Management**
 - a. E-filing under Income tax
 - b. GST
 - c. Knowledge of Excel – Audit Tool & Analysis
 - d. Tally accounting
 - e. TDS under IT

TEACHING TECHNIQUES: Theory, Case studies, activities

DURATION: 36 Hours (12 sessions of approximately 3 hours each)

CERTIFICATE:

All the participants have to undergo an **EVALUATION** of 100 marks MCQ format test after completion of the course.

Certificate of participation will be issued by Institute of Chartered Accountants of India (ICAI) to participants on successful completion of the course and clearing exam.

INTERNSHIP:

WIRC will organise placement for the participants for internship of one year in CA firm. Interested participants will fill in the placement form after successful completion of the course, which will be forwarded to the participating CA Firms.

The participant's placement depends on their performance at the Interview Process.

ELIGIBILITY: Under graduate Commerce students (B.Com / BAF / BMS / BBI)

REQUIREMENT: Participants must have laptop / desktop / mobile with good internet connection.

FEES: Rs. 413 (all inclusive)

COURSE COORDINATOR: Dr. Saleem Khan (Deputy Director) & Rupesh Mhadlekar (Clerical Assistant)

Email: saleem.khan@icai.in | wirctel@gmail.com

ENTIRE COURSE IS CONDUCTED ON VIRTUAL MODE

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made and entered into on 25th October 2023, between Anudip Foundation represented by **Mr. Tanmay Mukherjee, VP - Operations, Anudip Foundation** Authorized Signatory In One Part having its head office at Mira Towers, 8th Floor, Block DN, Sector V, Salt Lake, West Bengal 700091 and **Tolani College of Commerce (Autonomous)**, represented by **Dr. Vasudev Iyer, I/c Principal**, having its premises situated at 150-151, Sher-E-Punjab Society, Guru Gobind Singh Road, Andheri East, Mumbai, Maharashtra 400093, in Second Part. Hereinafter referred to as "Tolani College,"

Background of Anudip Foundation:

Anudip Foundation for Social Welfare, set up in 2007, is a Section 8 non-profit company as per Companies Act, 2013 having its head office at Vishnu Chambers, 2nd floor, J4, Block GP, sector-V, Salt Lake, Kolkata-700 091, Anudip creates livelihood opportunities for marginalized women and youth of India.

Over the past 16 years Anudip has worked with international and national agencies, government units, corporations and community based organizations to offer sustainable livelihood programs for disadvantaged groups residing in the rural and semi-urban West Bengal, Odisha, Jharkhand, Andhra Pradesh, Telangana, Tamil Nadu, Rajasthan, Maharashtra, North East and Delhi. Anudip aims at improving the socio economic status of these people and locality by developing their employability and entrepreneurial skills for IT-enabled jobs and businesses.

Background of Tolani College of Commerce (Autonomous)

Tolani College was established in 1989, having its objective to educate students and provide them an opportunity for all-round development, empower them for a constructive and sustained engagement with society. The College is engaged in providing progressive, liberal and relevant education to students from all sections of society. Tolani College is also committed to enhancing the employability of its students and preparing them for a successful career in the job market by establishing links with industry and explore placement opportunities for the students of the College.

Training Methodology:

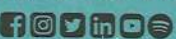
Anudip's digital livelihoods program follows a technology-driven, blended learning methodology that has evolved based on employer and student feedback, team evaluation, and impact studies conducted externally and internally. Anudip team continuously tries to align with changing job markets, digital trends, employer demand, and the state of the training technology worldwide. Anudip utilizes its multimedia and game based learning programs which allows them to retain the learnings more effectively. This industry-aligned digital skills training



Anudip Foundation for Social Welfare

Mira Towers, 8th & 9th Floor, Block DN, Plot 27, Sector-V, Salt Lake City, P.S. Bidhannagar, Kolkata-700091, West Bengal

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program will train these youth through customized and digitized multimedia content in video, audio, presentation, and game formats, which will enable students to be attracted to and enjoy their classroom experience on a Pilot Basis for onwards successful placement. After completing the training, students will get a chance to place in MNCs. Anudip foundation will Provide 100% Placement Assistance.

Curriculum:

The sector-specific job-oriented skills require special curriculum built to enhance student's employability skills. Anudip's curriculum team works at developing and adding new components to the customized curriculum based on the market demand and job requirement.

Beneficiaries' Profile:

Minimum age for the target group is 18 years and maximum age is 30 years.

Table 1: List of Programs/Course Offered

Sr. No.	Name of the Course	Duration	Minimum Eligibility
1)	Advanced Program in Hardware & Networking	4 months (in all 289 hours)	Passed XII Standard Equivalent Examination
2)	Advanced Program in Web Designing	4 months (in all 248 hours)	Passed XII Standard Equivalent Examination
3)	Advanced Program in Accounting & Tally. (4 months duration)	4 months (in all 289 hours)	Graduate in any discipline or should be in the final year of graduation.
4)	Certificate course in Excel specialization and Digital education.	3 months (in all 174 hours)	Passed XII Standard Equivalent Examination

Class Schedule:

Anudip would impart training to each batch of students as per the mutual consent of Tolani College. Total training period for each batch of students would be is stated in Table 1.

Course Fees:


Course fees will be Rs.1500/- (Rs. One Thousand five Hundred Only) per student for Advanced program and Rs.1000/- (Rs. One Thousand only) for all certificate program per Course and Anudip is a NPO under section 8 of Companies Act and therefore it is exempted from GST and will not collect any other extra Charges. The share of the course fee will be Rs.400 per student to




Anudip Foundation for Social Welfare

Mira Towers, 8th & 9th Floor, Block DN, Plot 27, Sector-V, Salt Lake City, P.S. Bidhannagar, Kolkata-700091, West Bengal

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Tolani College. The course fees will not be revised during the period in which the MOU is enforceable. Anudip shall issue a receipt to each candidate for the fees paid. The College share of the fees will be credited to the bank account of the College after completion of atleast 15 days of training..

Fee sharing will be as follows:

Per Student Registration Fees	TCC Share Per Student
Rs. 1500/-	Rs. 400/-
Rs. 1000/-	Rs. 400/-

Partner Bank Details:

Account Name – Tolani College of Commerce – Short Term Courses A/c. Bank Name
Name of the Bank - HDFC Bank,
Branch Name – Sher-E-Punjab Society, Andheri (East) Branch, Mumbai - 400 093.
Account Number- 06691450000092
IFSC code- HDFC0000669

Program Deliverables:

- To impart market aligned skill development and training program for the students of TCC. The entire agreement is to be successfully completed by 31/08/2023. The MOU will remain valid for a period of one year from the date of execution.
- It is clearly understood between the two parties that this MOU is exclusively for the students and / or alumni of TCC and no outsiders can enrol for the training under this MOU.

Training and Training location:


- Details of all the sessions of the courses conducted at Anudip centre should be communicated and conducted with due knowledge of Tolani College.
- Any of the offices or individuals from Anudip Foundation will not directly contact the students and / or alumni of the College for the courses covered under this MoU as well as for any other paid courses or training programs.




Anudip Foundation for Social Welfare

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- It is clearly understood between both the parties that this deed of understanding is only for this project. Tolani College of Commerce is free to identify and conduct any other courses based on similar modules with any other institution(s). Anudip Foundation will not have any objection to Tolani College of Commerce of doing so.
- Anudip Foundation will appoint a training coordinator at their cost, who will be responsible for the overall conduct of the training. Anudip will act as a source point of contact for all logistics and administrative requirements, like monitoring the conduct of lectures, maintaining attendance sheets, progress of the course, and other related matters.
- Anudip Foundation shall be solely responsible for payment of salary, allowances and any other form of remuneration to all the staff appointed by them.
- Any costs related to accommodation, travel, or materials required for the programs shall be borne by Anudip Foundation
- Anudip Foundation will share with the College all information pertaining to attendance, behaviour and progress of the students enrolled for these courses undergoing Training at regular intervals as is mutually agreed, during the duration of the Training Program.
- Anudip Foundation will provide and undertake certification of those students who have successfully passed all course requirements and guidelines. The students will be getting two certificates, one from Anudip Foundation and other from Mettle, Anudip Foundation's partner for conducting examinations and will be as per the format enclosed and marked as Annexure. Duly signed soft copies of the certificates issued to students who have successfully completed all the course requirements will be shared with the College.
- Both the parties are aware that the record of students pertaining to every course, placement and other activities will be shared with the College.
- All the details and information of students will be kept confidential.

Anudip

Placement Policy:


- Minimum 75% attendance in the training session is mandatory.
- For the award of the certificate students should be successful in all the components of evaluation of the course for which he/she has enrolled.



Anudip Foundation for Social Welfare

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- Students should attend all the interviews facilitated by Anudip Foundation for placements till they are placed.

Termination:

Either party may terminate this Memorandum of Understanding by giving 30 days prior notice. It is emphasized that this collaboration is not intended to be a permanent arrangement between the parties.

For:

**ANUDIP FOUNDATION
FOR SOCIAL WELFARE
Mr. Tanmay Mukherjee,
(VP – Operations)**

**ANUDIP FOUNDATION
FOR SOCIAL WELFARE**
Tanmay Mukherjee
Authorised Signatory

Signature: _____

Stamp:



Date

Place: Mumbai.

Tanmay Mukherjee
22 DEC 2023

For:

**Tolani College of Commerce

Dr. Vasudev Iyer
(I/c Principal)**

Vasudev Iyer
Dr. Vasudev Iyer

Signature: I/c. PRINCIPAL



TOLANI COLLEGE OF COMMERCE (Autonomous)

Stamp: Andheri (E), Mumbai - 400 093



Date:

22 DEC 2023

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER	
AAATT0085C	
नाम /NAME	
TOLANI EDUCATION SOCIETY	
निगमन/बनने की तिथि /DATE OF INCORPORATION/FORMATION	
24-07-1980	
	
	आयकर निदेशक (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS)

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ANNEXURE 1



[Spl.-CC.BPT 50

No 02542

CERTIFICATE OF REGISTRATION

THE SOCIETIES REGISTRATION ACT, 1860

(ACT XXI OF 1860)

Maharashtra State
Registration No. Bom. U 87/80
C.B.S.D.

IT IS HEREBY CERTIFIED THAT "Tolani Education Society"

At - 1, Pruthi Kutir, 15, Altamount Road, Bombay-26

has this day been duly registered under the Societies Registration Act XXI of 1860.

Given under my hand this 27th day of August 1980



S. H. Kulkar

(S. H. Kulkar)
Assistant Registrar of Societies,
Greater Bombay Region, Bombay

Region.
OF THE TRUE COPY

File : Tolani Education Society
A

Sl. No.	Name of the College	Year of Establishment	Year of Approval
499.	Thakur College of Science & Commerce, Shyamnarayan Thakur Marg, Thakur Village, Kandivli (E), Mumbai-400 101	2019-2020	2019-2020 to 2028-2029
500.	Reliance College of Commerce, 180, 181, 182, Piplali Road, Goregaon (East), Mumbai-400 089	2021-2022	2021-2022 to 2030-2031
501.	Veermata Jyotsna Technological Institute, Matunga, Mumbai-400 019	2011-2012	2019-2020 to 2028-2029
502.	Vidya Prasadk Mandai's B. N. Bhandarkar College of Science, Thane-400 601 Maharashtra	2020-2021	2020-2021 to 2029-2030
503.	Vidyalankar Institute of Technology, Vidyalankar College Marg, Wadala (East), Mumbai-400 037 Maharashtra	2022-2023	2022-2023 to 2031-2032
504.	VPM's K. G. Joshi College of Arts and N.G. Bedekar College of Commerce, Chendani, Bandra Road, Thane-West-400 606 Maharashtra	2020-2021	2020-2021 to 2029-2030
505.	Vivekanand Education Society's College of Arts, Science & Commerce, Shrihti Society, Chembur, Mumbai-400 071 Maharashtra	2021-2022	2021-2022 to 2030-2031

Slater List of Approved Autonomous Colleges

Page 41

Weekly Holiday on SUNDAY

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A/c No. 0669145000092

SB-INSTITUTION

For TOLANI COLLEGE OF COMMERCE S.T COURSES

Payable at via through clearing transfer at all branches of HDFC BANK LTD

Authorized Signatures

Please sign above / यहाँ पर हस्ताक्षर करें

⑈491681⑈ 400240091⑈ 014860⑈ 31

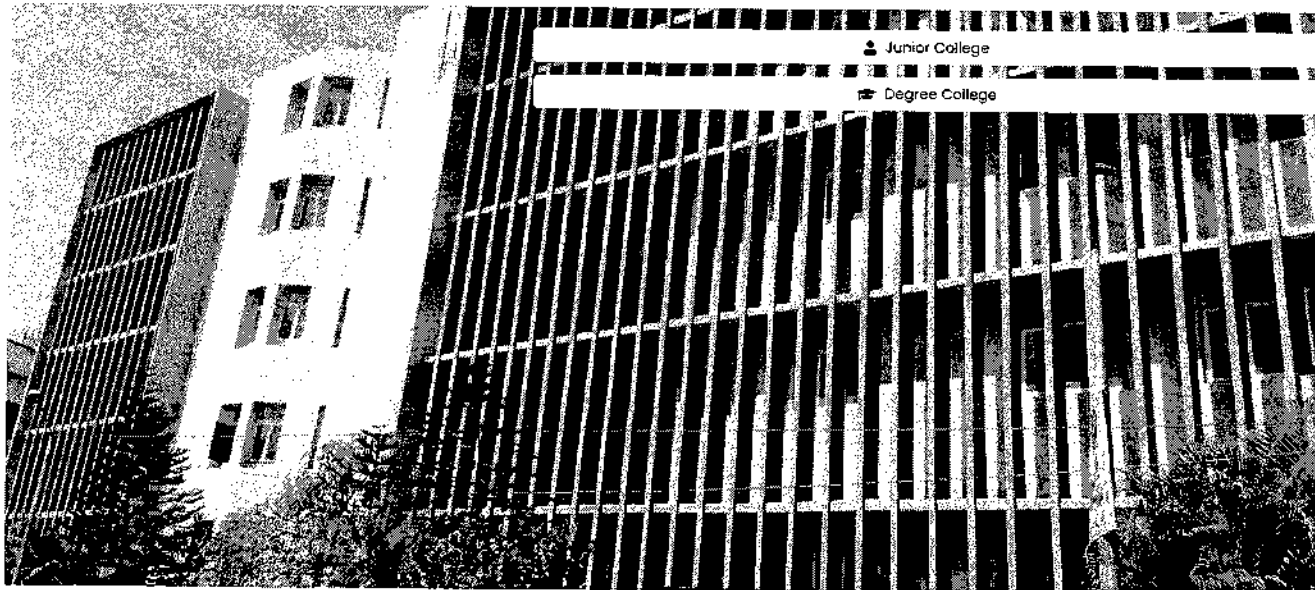


Knowledge is Supreme

Tolani College Of Commerce (Autonomous)

तोलानी वाणिज्य महाविद्यालय (स्वायत्त)

(Sponsored & Managed by Tolani Education Society, Mumbai-400021) (Recognised Uguistic (Sinh) Minority Institution, Affiliated to University of Mumbai) Re-accredited (3rd Cycle) by N.A.A.C. with 'A' Grade (COP# 3.03)



About Us

Tolani College of Commerce (TCC) was established in the year 1989 by the Tolani Education Society with the objective to promote academic activities in the north eastern suburbs of Mumbai. The College is affiliated to Maharashtra State Board of Secondary and Higher Secondary Education and the University of Mumbai.





MEMORANDUM OF UNDERSTANDING



Between

the VFX Institute

Shop No. 14, 2nd floor, Harmony Mall, Wing C, Bhagat Singh Nagar, New Link
Road, Near Goregaon Bus Depot, Goregaon West, Mumbai – 400 104.

And

Tolani College of Commerce

(Autonomous)

150-151, Sher-E-Punjab Society, Guru Gobind Singh Road, Andheri (East),
Mumbai- 400 093.



महाराष्ट्र MAHARASHTRA

2023

70AA 909738

प्रधान मुद्रांक कार्यालय, मुंबई
प्र.मु.नि.क. ८०००९२
12 SEP 2023
सक्षम अधिकारी

श्रीमती सुषमा चव्हाण

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made entered 26th Sept '23 [Date] between the VFX Institute represented by Mrs. Nidhi Rai, Director, authorized signatory hereinafter referred to as "TVFXI," which term shall, unless repugnant to the context thereof, be deemed to mean and include reference to its successors and permitted assigns of the **ONE PART**.

And

Tolani College of Commerce (Autonomous) represented by Dr. Vasudev Iyer, I/c Principal authorized signatory hereinafter referred to as "the College," which term shall, unless repugnant to the context thereof, be deemed to mean and include reference to its successors and permitted assigns of the **SECOND PART**.

जोडपत्र - १ Annexure - I

कसत प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक पिकत वेगळ्या-बांचे नाव _____

मुद्रांक पिकत वेगळ्या-बांचे रहिवासी पत्ता _____

मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक _____

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[Signature]

SURAJ JAISWAL

(Advocate High Court)

Sepna Building, 1st Floor,

Flat No. 102, Goregaon (W),

Mumbai - 400 104.

मुद्रांक पिकत वेगळ्या-बांचे सही _____

परवानाकारक मुद्रांक विक्रीबाबतची सही _____

परवाना क्रमांक:- ८०००१२

मुद्रांक विक्रीचे ठिकाण/पत्ता: श्री. राजेश जी. मदनानी

२२१/अ. एत.बी. रोड, समोर चोख अफिस, चौहान विल्डींग,

अंधेरी (पश्चिम), मुंबई - ४०० ०५८.

15 SEP 2023

15 SEP 2023

शासकीय कार्यालयासमोर/न्यायालयासमोर प्रतीपात्र सादर करणेसाठी मुद्रांक कागदाची आवश्यकता नाही. (शासन क्रमांक दि. ०१/००/२००४ नुसार)

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्यांचे कारणासाठी मुद्रांक खरेदी केलेबाबत ६ महिन्यांत बापरणे बंधनकारक आहे

WHEREAS,

The VFX Institute is an institute created with the goal of training both students and professionals who want to specialize in visual effects.

TVFXI objective is to give every person, regardless of their circumstances, the opportunity to study in the VFX industry. TVFXI courses are perfect for students who desire an avant-garde, flexible VFX programme.

TVFXI has developed a practical, high quality and cutting-edge training courses to encourage talent and creativity among students. The training contents have been built on the basis of new technologies and new communicative approaches, capable to reach international audiences.

WHEREAS

Tolani College was established in 1989, having its objective to educate students and provide them an opportunity for all-round development, empower them for a constructive and sustained engagement with society. The College is engaged in providing progressive, liberal, and relevant education to students from all sections of society. Tolani College is also committed to enhancing the employability of its students and preparing them for a successful career in the job market by establishing links with industry and explore internship and placement opportunities for the Collegestudents.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1) Objective of the MoU

The purpose of this MoU is to outline the terms and conditions for collaboration between the College and the Institute to offer a vocational course titled "**Introduction to VFX**" comprising 30 hours of instruction.

2) Mode of Conduct and duration of the Course

The course will be conducted in an online mode for 2 hours on alternate days for 15 days.

3) Course Curriculum

The course curriculum is outlined in Table 1:

Table 1: The Curriculum of Introduction to VFX Course

Module	Description	Duration in hours
1	Introduction to Photoshop	2
2	Working with selection tools and layers	2
3	Typography	2
4	Film Poster (artistic colour wheel)	2
5	Gradient	2
6	Blending Modes	2
7	Working with Vector shapes	2
8	Logo Creation I	2
9	Logo Creation II	2
10	Image Restoration and Manipulations	2
11	Introduction to After Effects	2
12	Introduction to Tracking	2
13	Introduction to Silhouette	2
14	Introduction to Mocha	2
15	Introduction to Nuke	2
Total teaching hours		30
A field visit to the Visual Birds Studio (VBS)		2
Evaluation		2

4) Evaluation Parameters

Every student enrolling for this course will be evaluated on the following parameters:

- 4.1 Attendance requirement of 100%. (50% of the marks)
- 4.2 On time submission of assignment report. (20% of the marks)

4.3 Online MCQ based test (30% of the marks)

5) Passing Standards

- 5.1 Students who have successfully passed all course requirements and guidelines will be awarded a joint certificate by the Institute and Tolani College
- 5.2 A student who is unsuccessful in the first attempt will be given one **additional attempt** at no extra cost.
- 5.3 If a student is unsuccessful in the additional attempt too, then the student will have to pay **Rs. 500/- only** (Rs. Five Hundred) for the **second attempt**.
- 5.4 If a student is unsuccessful in the second attempt too, then the **student will have to repeat the course by paying the requisite course fee.**

6) Course Fee

The course fees will be as per the Table 2

Table 2: Introduction to VFX Course Fee

	INR
Basic fee per student	2000
Including 18% GST	360
Share of the Institute including taxes	2360
Facilitation fee per student for the College before taxes	500
Including 18% GST	90
Facilitation fee per student for the College including taxes	590
Total fees to be collected from each student by the Institute (3+6)	2950/- (Rs. Two Thousand Nine Hundred and Fifty Only)

- 6.1 The Institute will collect the fees as shown in Table 2 (point 7) from the students and issue a receipt to each candidate. A copy of the fee receipt issued to students will be made available to the College.
- 6.2 The Institute will pay a facilitation fee as shown in Table 2 (points 6) to the College before the beginning of the course.
- 6.3 The course fee will be revised during the period in which the MoU is enforceable.

7) Course Deliverables

- 7.1 It is clearly understood between the two parties that this MoU is exclusively for the students of the College and no outsiders can enrol for the training under this MoU.
- 7.2 The Institute will appoint a person as a single point of contact.
- 7.3 The College will designate a person as a single point of contact.
- 7.4 The minimum batch size will be of 25 students. The College is under no obligation to ensure the minimum batch size.
- 7.5 Except the field visit, the training session and evaluation will be conducted in an online mode.
- 7.6 The schedule of the online lectures will be prepared jointly by the Institute and the College.
- 7.7 Details of all the sessions of the courses conducted at the Institute's centre will be communicated and conducted with due knowledge of Tolani College.
- 7.8 Students enrolling for the course will require the following configuration of computer hardware and software. This will be clearly communicated to the prospective students during the orientation programmes (Table 3):

Table 3: Minimum Computer Hardware and Software Requirements

Minimum hardware requirements	SSD, Motherboard, CPU, Fan, RAM, Processor and Processor FAN, Power supply, NVidia GTX1650 graphic card
Minimum software requirements	Nuke, Mocha, Silhouette, Photoshop, Katana, Mari

- 7.9 Regarding the minimum hardware and software reuse requirements it is clearly understood that-
- 7.10 The College is under no obligation to provide the above-mentioned requirements to the students enrolling for the course. This will be clearly communicated to the prospective students during the orientation programmes.
- 7.11 Students enrolling for the course would have to bear the cost, if any for the above-mentioned requirements.
- 7.12 The Institute will appoint a training coordinator at their cost, who will be responsible for the overall conduct of the training. The Institute will act as a source point of contact for all logistics and administrative requirements, like monitoring the conduct of lectures, maintaining attendance sheets, progress of the course, and other related matters.
- 7.13 The Institute shall be solely responsible for payment of salary, allowances, and any other form of remuneration to all the staff appointed by them.
- 7.14 Any costs related to publicity, accommodation, travel, or materials required for the course shall be borne by the Institute.
- 7.15 The Institute will share with the College all information pertaining to attendance, behaviour and progress of the students enrolled for these courses undergoing Training at regular intervals as is mutually agreed, during the duration of the course.

8) Joint Certification

- 8.1 Students who have successfully passed all course requirements and guidelines will be awarded a joint certificate by the Institute and the College.
- 8.2 The Institute will share the details including a duly signed e copies of the certificates with the College.

9) Confidentiality

The Parties shall maintain strict confidentiality in relation to the existence of contents of this Agreement, all information and other material received by it from the other Party or its authorized representatives in relation to this Agreement and which, by their nature are confidential (“**Confidential Information**”).

The parties recognizes, accepts and agrees that all tangible, intangible, non-public and proprietary information which may be obtained from or disclosed by either party to the other and/or its staff, including all details, documents, data, Materials, business / customer information and practices, processes and trade secrets, under or pursuant to this Agreement and / or in the course of performance of the obligations of the parties under this Agreement, shall be treated as absolutely confidential except the information received pertaining to the courses/ seminars and any other information relating to advertisement andfor awareness of the courses.

10) Force Majeure

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, fire or floods, pandemics, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes.

11) Intellectual Property Rights (IPR)

Both the Parties agree to respect each other IPRs.

12) Non-Compete Clause

Both the Parties explicitly agree that the non-compete clause shall only be applicable course titled "Introduction to VFX" of this MoU. The College is free to enter into agreements with other institutions to offer other courses without any prior permission from the Institute.

13) Duration of the MoU

The MoU will be in force for a period of **ONE** year from the date of signing of the MoU.

14) Non-Solicitation

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

15) Dispute Resolution

If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, the Institute and the College shall attempt for a period of thirty (30) days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure, or breach of any terms thereof by either of the Party under this agreement which have not been mutually settled as per the provisions of this clause shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an arbitrator. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

16) Termination

Either party may terminate this Memorandum of Understanding by giving 30 days prior notice.

17) Additional Benefits to Students who Enrol for the Course

Students who successfully complete the course mentioned in the MoU will be eligible for a 15% discount in fees for the Masters Programme in VFX offered by the Institute.

18) Miscellaneous

Both the parties acknowledge and agree that this MoU is not intended to establish an indefinite or permanent relationship. It is specifically agreed that this MoU does not create an employment relationship, partnership, joint venture, or any other legal association beyond the scope of the services specified herein.

By signing below, both the Parties acknowledge that they have read, understood, and agreed to the terms and conditions set forth in this MoU.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as a deed on the day and year first above written.

SIGNED, SEALED AND DELIVERED)

by the within named)

For the VFX Institute

For A1 VFX INSTITUTE PRIVATE LIMITED

Nidhi Beni

DIRECTOR'S

through the hand of its authorized signatory)

Mr./Ms. *Nidhi Beni*

SIGNED, SEALED AND DELIVERED)

by the within named)

For Tolani College of Commerce (Autonomous))

through the hand of its authorized signatory)

Mr./Ms. *Sadhana Venkatesh*

Sadhana

Date: *26/09/23*

For:

TVFXI FOUNDATION
Mrs. Nidhi Rai,
(Director)

Signature:

Nidhi Rai

Stamp:

For A1 VFX INSTITUTE PRIVATE LIMITED
Nidhi Rai
DIRECTOR'S

Date

26/09/23

Place: Mumbai

For:

Tolani College of Commerce
(Autonomous)
Dr. Vasudev Iyer
(I/c Principal)

Signature:

Dr. Vasudev Iyer

Stamp:

I/c. PRINCIPAL
Tolani College of Commerce (Autonomous)
Andheri (East), Mumbai - 400 093



Date:

26/09/2023



महाराष्ट्र MAHARASHTRA

2021

BF 787433

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
10 AUG 2021
सक्षम अधिकारी

Memorandum of Understanding श्री. दि. क. गवई

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU" is an agreement made at Mumbai on the 18th day of August 2021, between **AV Financial Experts Network Private Limited (FinX)**, a company incorporated under the Companies Act 2013 and having its Corporate Office at 1407, 14th Floor, Parinee Crezenso, C-30, G Block, Bandra Kurla Complex, Mumbai-400051 and registered office at A-1703, 1704, Floor-17, Plot-104A, Dosti Elite, Sion Road No. 29, Sion (E) MUMBAI - 400022 hereinafter referred to as "FinX" which expression shall include its successors and assigns on the One Part;



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जाडपत्र-२/ANNEXURE - II

मुद्रांक विक्री नोंद वही अनु. क्रमांक / दिनांक
Serial No. / Date

17 AUG 2021

दस्तावा प्रकार / अनुच्छेद क्रमांक
(Nature of Document)

AGREEMENT

दस्त नोंदणी करणार आहेत का ?

Whether it is to be Registered) Yes/No

मिळकतीचे थोडक्यात वर्णन
(Property Description in brief)

मुद्रांक विकत घेणाऱ्याचे नांव व सही

(Stamp Purchaser's Name & Signature)

- AV Financial Exports Network Private Limited

A-1703, 1704, Dosti Elite,

Sion (E), Mumbai - 400 022.

हल्ली असल्यास त्याचे नांव व पत्ता व सही

If through other person then Name, Add. & Signature)

दुसऱ्या पक्षाकराचे नांव

(Name of the other Party)

मुद्रांक शुल्क रक्कम

(Stamp Duty Amount)

परवानाधारक मुद्रांक विक्रेत्याची सही

JYOTI P. DOOA

LSV No. 8000009

6, Kondaji Bldg. No. 3, Nr. Tata Hospital, Parel, Mumbai - 400 012.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापर न बंधनकारक आहे





महाराष्ट्र MAHARASHTRA

2021

YZ 505511

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००९
10 AUG 2021
सक्षम आंधकारी

AND

श्री. सी. टि. आंबेकर

Tolani College of Commerce (TCC), (College) situated at Andheri, Maharashtra, India, an Educational Institution affiliated to University of Mumbai, hereinafter referred to as "the College" which expression shall include its successors and assigns on the Other Part,

WHEREAS:

- A. FinX has created India's first comprehensive financial expert certificate Course, named Chartered Financial Expert Certification which also includes training for NISM Mutual Fund Distributor Certification, hereinafter referred to as "the Course" for skilling potential financial Professionals, employees and entrepreneurs on Savings, Protection, Investing and Financing; and



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जाडपत्र-१ Annexure

मूद्रांक विकत घेणाऱ्यासाठी Only for Affidavit

AV Financial Exports Network Private Limited

मूद्रांक विकत घेणाऱ्याचे नाव

A-1703, 1704, Dosti Elite,

मूद्रांक विकत घेणाऱ्याचे रहिवासी पत्ता Sion (E), Mumbai - 400 022.

मूद्रांक विकत घेतण्याची नोंद वही अनु. क्रमांक

दिनांक

17 AUG 2021

मूद्रांक विकत घेणाऱ्याची सही

परवानाधारक मूद्रांक विकत घेतण्याची सही

परवाना क्रमांक ८०००००९

मूद्रांक विकत घेणे नाव/पत्ता ज्योती पी. दुआ

६, कॉण्डाजी बिल्डिंग नं. ३, टाटा हॉस्पिटल, परेल, मुंबई - ४०० ०१२

शासकीय कार्यालयासमोर/न्यायलयासमोर प्रमाणित सादर करणेसाठी मूद्रांक कागदाची आवश्यकता नाही. (आराम आदेश दि. ०१/०९/२००९) मुद्रांक

ज्या कारणासाठी ज्यांची मूद्रांक खरेदी केल्या त्यांनी त्याच कारणासाठी मूद्रांक खरेदी केल्यापासून ६ महिन्यांत कायदा बंधनकारक आहे.

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जाडपत्र-२/ANNEXURE - II

17 AUG 2021

मूद्रांक विकत घेणे नोंद वही अनु. क्रमांक / दिनांक

AGREEMENT

AV Financial Exports Network Private Limited

A-1703, 1704, Dosti Elite, Sion (E), Mumbai - 400 022.

(Name of the other Party)

परवाना क्रमांक

परवानाधारक मूद्रांक विकत घेतण्याची सही

JYOTI P. DUA

LSV No. 8000009
6, Kondaji Bldg. No. 3, Nr. Tata Hospital, Parel, Mumbai - 400 012.

ज्या कारणासाठी ज्यांची मूद्रांक खरेदी केल्या त्यांनी त्याच कारणासाठी मूद्रांक खरेदी केल्यापासून ६ महिन्यांत कायदा बंधनकारक आहे



- B. The core intents of the Course are, to (i) spearhead a unique industry initiative by skilling candidates across multiple financial domains; (ii) Create a large scale sustainable entity that provides specialized skilling and enhances employment opportunities for the nation; (iii) Work with non-competing domain experts in the fields of Mutual Fund, Insurance, Banking, Stock Broking other such financial Educational Services, and associate with institutes established by sectoral regulators, learning /training institutes of stock exchanges, and leading management institutes for the purpose of the program; and
- C. the College provides undergraduate, and postgraduates programs or either one or more of them leading to the respective Certifications by the University of Mumbai; and
- D. the College is willing to collaborate with the initiative of making the students industry and job ready through the certification programs offered by FinX and its subsidiary companies.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

Sl. No.	Word/Acronym	Definition
1.	Academic Year:	Means a year comprising 12 months from the end of the University Examinations.
2.	Affiliated Institutions:	NISM, WeSchool, CIEL and such other institutions that may get affiliated in future.
3.	Batch:	Means a set of students enrolled for the Program from a College during an Academic Year.
4.	BFSI:	Banking, Financial Services, and Insurance.
5.	Certification:	A document jointly issued by FinX, NISM, CIEL and We School and Affiliated college as the education partner to the effect that a student has successfully completed the Course.



6. CIEL Centre for investment Education and Learning Pvt.Ltd
7. College Personnel: Members of faculty/management of the Education partner.
8. Course Period: The duration of the course in months.
9. Curriculum: The topics and subtopics being covered in the course.
10. Delivery Schedule: Schedule of classes to be conducted by the College for the successful conduct of the Course.
11. Educational Institution: The alliance partner to which the students/candidates enrolled in CFX program belong.
12. Educational Services: All Services connected with the Course including but not limited to imparting classroom lectures, practical trainings, placement, administrative matters with respect to the conduct of the Program, and support Services like providing of faculties with domain expertise.
13. Faculty: A domain expert who can provide classroom lectures and impart knowledge to the students of the Course on the respective functional area of the BFSI Sector.
14. Joint Certification: The CFX certification jointly offered by FinX, NISM, CIEL and WeSchool with the Institution as Education Partner.
15. Logical Competency: Means the capability of providing strong and sensible reasoning.
16. NISM: National Institute of Securities Market.
17. NSE Academy: National Stock Exchange.
18. Placement: Final job enrolment of the candidates in the On-Job training provider (organization).
19. Professional: Person effectively performing the required role in a specific profile.
20. SEBI: Securities and Exchange Board of India.
21. Skill: Necessary know-how of performing a job.



22. Trainer: A domain expert who can provide practical training to the students of the Course on the respective functional area of the BFSI Sector.
23. Trust / Society: Any Trust or society registered under The Indian Trusts Act, 1882 or The Co-operative Societies Act, 1912 respectively or such other relevant Act as may be applicable in India.
24. University: Any University recognized by the University Grants Commission, to which a college is affiliated.
25. Vocational: Means imparting such education and knowledge which is capable of developing necessary skills and abilities.
26. WeSchool: Welingkar Institute of Management.

2. RESPONSIBILITIES OF THE COLLEGE:

2.1. The College agrees to:

- (i) Support the initiative of skill development and entrepreneurship for its students and collaborate with FinX on creating job ready professionals for the BFSI industry
- (ii) Conduct the NISM Series VA Mutual Fund Distribution Certification course/s as a shortterm Professional Certification/s in addition to the undergraduate/graduate programs of the College.
- (iii) Collaborate with FinX to conduct student surveys, counselling and assessment tests for understanding the behavioural and logical competency of the students.
- (iv) Collaborate with FinX to conduct Group discussion/Personal Interview for the candidates.
- (v) Provide all necessary infrastructure required for the physical delivery of the curriculum throughout the course period, as and when offline lectures are conducted on the basis of availability and mutual agreement. Conduct of offline sessions will be permitted strictly based on the directives of Government of Maharashtra and University of Mumbai pertaining to the lockdown issued from time to time.
- (vi) Consult with FinX and schedule the delivery of the Course based on the availability of students of the graduate/undergraduate programs for which the students have primarily registered with the College.



- (vii) Become a Knowledge Partner for the Joint Certificate issued by the Affiliated institutions and FinX. The name of the College and the Affiliated institutions will be mentioned on the course certificate.
- (viii) The Placement Officer or any suitably designated officer will be the primary facilitator on behalf of FinX. The Principal and Vice Principal shall provide guidance and strategic direction to the students.
- (ix) Participate in scheduling on-the-job training of the students after successfully clearing the tests/examinations forming part of the Course.
- (x) Collaborate with FinX on any new courses (physical, digital or hybrid) launched in future with "learn to earn" philosophy at the discretion of the College.
- (xi) In future, the College may work towards executing the courses of FinX and co-bundling the courses of FinX in the curriculum on the basis of mutual agreement. The College personnel shall be trained by FinX to deliver the course as per the requirements of the Course.
- (xii) In future, collaborate on any digital courses for the benefit of the students for making them job-ready at the discretion of the college.
- (xiii) Collaborate with FinX for any investor awareness programs/regulatory certifications to enhance the workability of the students.
- (xiv) Allow the usage of their brand name and logo in communication material with regard to promoting the courses in accordance with the brand guidelines of the Institution among the students of the College.

3. RESPONSIBILITIES OF FinX

3.1 FinX hereby agrees to take overall responsibility for the Course and further agrees to:

- (i) Work as a bridge between the industry and institutions for creating job ready resources.
- (ii) Train the students on regulatory certifications, behavioural and functional skilling as a part of its certification programs.
- (iii) Ensure maintenance of quality standards for the course.
- (iv) Provide Trainers and Faculties in collaboration with the industry.
- (v) To provide industry interface through dialogue with industry experts during the course of the program.



- (vi) To provide appropriate Trainers to the College as part of the Educational Services. Such Trainers could be in-house Trainers of FinX or from external sources.
- (vii) Provide "train the trainer" program for college personnel for delivery of the program if mutually agreed by the College and depending on the Course structure.
- (viii) Work with Corporate bodies which are willing to support the College students with internship during or after the completion of the Course.
- (ix) Maintain the confidentiality of the current student data of the College.

It is clearly understood between the two parties that the Skill Development Training under this MoU shall be exclusively for the students of **TOLANI COLLEGE OF COMMERCE**, and that no outsider shall be allowed to avail training either during online or offline sessions.

1. FinX fully understands that it is strictly prohibited from any form of promotion/publicity of any other services offered by them not covered under this MoU. FinX shall not under any circumstances publicize or promote any services offered by them to the students of Tolani College of Commerce in general and students undergoing the training in particular either verbally or in writing or in any other form of communication, directly or indirectly.

4. **WORKING GROUP**

4.1. Establishment

FinX shall establish a "Working Group" comprising the authorized representative of each College associated with the Course. The Working Group shall consist of one representative of the College nominated as the single point of contact and FinX's representatives. The Placement Officer (or any suitable member as nominated by the



college) will be the key point of contact on behalf of FinX. The Nominees in the Working Group can be changed by mutual intimation.

The working group will meet at regular intervals, as may be mutually agreed, to evaluate the performance of the course, suggest corrections and improvements in the course and track the progress of the course along with acting upon the feedback of the candidates.

4.2. The College agrees that FinX shall have the right to do the following in relation to its Educational Services under the purview of this MoU:

- (i) to participate in any meeting, discussion or negotiation;
- (ii) to review any technical and related information or decision;

Provided that no exercise of any such right shall give rise to any claim by FinX for a change/suspension, cancellation or modification.

4.3. At least once in each quarter, the College shall hold a meeting with FinX's project management at Mumbai to discuss the progress of the Educational Services (as stipulated in the Scope of Educational Services).

5. FEES, COURSE CONTENT AND CURRICULUM

5.1. Finx and the College agree to follow a collaborative approach towards matters including but not limited to the following, and such decisions shall be binding on the Parties.

- (i) Delivery Schedule for the Course including the number of hours per day the students need to spend in the classroom or Online.
- (ii) Sharing of the cost of infrastructure provided , if any (for example, classrooms) by the College and other administrative expenses as specified in Schedule -1.
- (iii) Appropriate agreements shall be executed between all the parties concerned in respect to the aforesaid matters on such terms as specified in Schedule -1 .
- (iv) Remuneration of college personnel (if they deliver the course) will be decided at a later stage mutually.
- (x) Maintain the confidentiality of the current student data of the College



6. REPRESENTATIONS & WARRANTIES OF THE COLLEGE & FINX

- 6.1. The College shall provide the educational services meeting the quality standards and standards of best practices prevalent in the learning solutions and BFSI industry internationally which shall confirm with the requirements of this MOU.
- 6.2. The College is not in violation of any applicable laws, rules, permits, licenses either individually or in aggregate, which would affect the performance of any obligations under this MOU. There are no pending legal or arbitration proceedings or any other proceedings by or before any governmental or regulatory authority or agency, or (to the best knowledge of The College) instituted against the College which, could reasonably be expected to have a material adverse effect on the financial condition, operations, prospects or business of the College or its ability to perform the obligations under this MOU.
- 6.3. Neither the execution or delivery of this MOU, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof will conflict with or result in a breach of, or require any consent under the charter or by-laws of the College or the Trust/Society that owns the College, any applicable law or regulation, or any order, writ, injunction or decree of any court, or any agreement or instrument or arrangement to which the College is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument or arrangement.
- 6.4. The College has all the necessary power and authority to execute, deliver and perform its obligations under this MOU; and the execution, delivery and performance by the College of this MOU has been duly authorized by all necessary action on its part; and this MOU has been duly and validly executed and delivered by the College and constitutes legal, valid and binding obligations of the College enforceable in accordance with its terms except as the enforceability thereof, upon the College and/or the Trust/Society that owns the College, may be limited by winding up proceedings, bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and general equitable principles.

7. CANCELLATION / SUSPENSION / MODIFICATION OF EDUCATIONAL SERVICES:



7.1. The Education services can be modified/terminated or suspended with a 90 days' notice in writing to the College and the College shall be entitled for payment upto the date of such modification/cancellation or suspension becoming effective. The College can also terminate their services with a 90 days' notice in writing to FinX. The Course and its delivery to students who have enrolled before such modification/cancellation/suspension will be completed by FinX

It is clearly understood that the College has the right to enter into any such MOU/ Agreement / letter of exchange or any such arrangements with any other parties engaged in imparting training in Financial Markets other than the certifications offered under this MOU during the tenure of this MOU .

7.2. Any deliverables related to the educational services that are completed but not yet sent to FinX at the time of such stoppage of work shall be delivered to FinX. Any monies paid by FinX to the College as advances prior to any cancellation or suspension, shall, insofar as they relate to educational services not yet rendered by the College at the time of suspension or cancellation, be forthwith refunded by the College to FinX. Any payment due to the college shall be duly paid as per the commercial terms.

8. **CONFIDENTIALITY:**

8.1. The Parties agree that they shall hold in trust any confidential information received by either Party, under this MOU, and the strictest of confidence shall be maintained in respect of such confidential information.

8.2. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure.

8.3. Confidential Information does not include information which:

- (i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (ii) is independently developed by the recipient without breach of this MOU;
- (iii) information in the public domain as a matter of law;
- (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
- (v) is released from confidentiality with the written consent of the other party.



8.4. In the event that any of the Parties hereto becomes legally compelled to disclose any confidential information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any confidential information or the contents of this MOU without the prior written consent of the other Party. The obligations of this Clause shall survive the expiration, cancellation or termination of this MOU.

9. FORCE MAJEURE:

Notwithstanding anything to the contrary herein contained, nothing herein shall apply if either party is prevented from discharging its obligations hereunder due to any cause arising out of or related to any Act of God or Act of State, war, riot, civil commotion, terrorism, industrial unrest, labour strikes or any order of any governmental, semi-governmental or local authority or similar cause.

10. INTELLECTUAL PROPERTY; TRADE NAMES; TRADEMARKS:

All rights relating to intellectual property, trade names and trademarks in all Confidential Information disclosed by one party to the other and in all media comprising such Confidential Information shall as between the parties remain the property of the disclosing party and nothing in this Agreement shall be taken to represent an assignment, license or grant of other rights in or under such Intellectual Property Rights.

11. INDEMNIFICATION:

- 11.1. The College agrees to indemnify, defend and hold harmless FinX and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without limitation, reasonable attorney's fees), arising before or after completion of educational services, which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with the obligations under this MOU.
- 11.2. For the purposes of this MOU, the College shall include the College its Personnel, employees, Consultants, and/or other authorized persons.



- 11.3. In no event shall the College be liable for claims arising from or in connection with the sole negligence or willful misconduct of the party seeking indemnification. FinX agrees to indemnify, defend and hold harmless the college and its personnel from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without limitation, reasonable attorney's fees), arising before or after completion of educational services, which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with the obligations under this MOU.
- 11.4. FinX agrees to hold harmless and defend the College, at its own cost and expense, from and against all claims arising in connection with or related in any way to the information provided by FinX to the College in connection with the Job.
- 11.5. The responsibility to indemnify set forth in this Clause shall survive the termination of this MOU for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- 11.6. It is intent of the Parties that each party shall be liable to the other Party for any actual damages incurred by the non-breaching Party as a result of the breaching Party's failure to perform its obligations in the manner required under this MOU.

12. TERM & TERMINATION:

- 12.1. This MOU shall be effective from the date hereof and shall continue to be in full force and effect unless terminated earlier by either party with a 6 (Six) months' notice. Thereafter, this MOU may be renewed for further periods ("Renewal Term"), by mutual agreement between the Parties. The rates for the Educational Services under the renewed MOU shall be the same as set out in Schedule -1, unless otherwise agreed. All pending payments with regard to the services will have to be cleared within 90 days of the termination.
- 12.2. If FinX elects to terminate this MOU, the College shall, without prejudice to any other rights or remedies of FinX in this MOU or at law or in equity, do one or more of the following (as directed by FinX):
- (i) promptly hand over all materials, data, drawings, designs, information, products etc. in respect of which FinX shall have the right of ownership to



and/or possession of under the terms of this MOU or which may have been accumulated by the College in performing the educational services, whether any of the same is in a partial state of completion or completed condition, and title to any of said items shall vest in FinX (if not already vested by the provisions of this MOU);

- (ii) Any monies paid by FinX to the College as advances prior to any termination, shall, insofar as they relate to Educational Services not yet rendered by The College (As of now under this MoU, the Educational Services as in delivery of the curriculum/teaching are going to be rendered solely by FinX) at the time of termination, be forthwith refunded by The College to FinX.

12.3. Upon such notification of termination, the College shall immediately discontinue performance of the educational services (unless such notice of termination directs otherwise).

12.4. Notwithstanding anything herein to the contrary, FinX may withhold payments, if any, to the College for the purposes of offset of amounts owed to FinX pursuant to the terms of this MOU until such time as the exact amount of damages due FinX from the College is fully determined.

13. LIMITATION OF LIABILITY:

13.1. The aggregate liability of the College with respect to its performance hereunder, or any claims against the College for indemnification, whether arising out of statute, MOU, negligence, strict liability in tort, or under any warranty, or otherwise, unless occasioned by the College's willful action or failure to act, or the College's indemnity, shall not exceed the total value of this MOU (total value equal to the fees X no. of students enrolled). Similarly, in no event shall FinX's liability to the College, their subcontractors, officer, employees, Consultants or associates for any cause whatsoever, whether arising out of statute, contract, negligence, strict liability in tort, or otherwise exceed the total amount payable by FinX to the College under the provisions of this MOU.

14. NOTICES:



- 14.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 3 days after being given to a reputed courier with a reliable system for tracking delivery, (iii) upon receipt of confirmation receipt when sent by facsimile; or (iv) 14 days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (v) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of FinX:

Attn: Anju Vyapak Tel:9833781100 Email:anju.vyapak@finxpert.org

In the case of the College:

Attn: Vijaya Krishna Tel:9820919302 Email:vijayak@tcc.tolani.edu

- 14.2. A Party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

15. COMPLIANCE WITH LAWS:

- 15.1. In providing the College students, the College agrees to use reasonable and prudent means to comply with the material requirements of all applicable Laws that, to the best of its knowledge and belief, are directly applicable to the College's provision of the College students.
- 15.2. Further, the College shall ensure that the College students operating on FinX premises observe and comply with FinX's rules and policies which govern the conduct of the College student while on such site(s).

16. MISCELLANEOUS:

- 16.1. This MOU shall not be assigned either fully or in part by the College to any third party without the prior written consent of FinX. FinX may, in whole or in part, assign this MOU to any third party with the consent of the College.



- 16.2. The College is serving as an independent entity to FinX hereunder, and this MOU creates no partnership, pooling or joint venture relationship between the Parties, and no employment relationship between FinX and the employees, Consultants, representatives of the College.
- 16.3. This MOU, together with the attachments, shall constitute the entire understanding of the Parties concerning the subject matter hereof and supersede any and all prior oral or written representations, understandings or agreements relating thereto.
- 16.4. No modifications, alterations, amendment or waivers of any provisions herein contained shall be binding on the Parties hereto unless evidenced in writing and signed by duly authorized representatives of both Parties.
- 16.5. If any provision of this MOU is declared or found to be illegal, unenforceable or void, the Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this MOU is not materially affected by such a declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law
- 16.6. The Parties hereto shall comply with all applicable central and state laws, rules, court orders, governmental, regulatory or statutory orders and other regulations as required in connection with the performance of this MOU. The College agrees to comply with Indian laws in the performance of the educational services while in India.
- 16.7. In the event of any conflict or inconsistency within the provisions of the body of this MOU and any Addendum to the MOU, the documents shall be read in the following priority to resolve such conflict or inconsistency:
- FIRST, the body of this MOU; and
SECOND, the Addendums to the MOU.
- 16.8. FinX and/or any person designated by FinX shall at all reasonable times have access to any site where the College or any sub-contractors are performing any of the educational services covered under this MoU and such person shall have the right to



inspect such performance and all documentation related thereto and to make and retain copies of the aforesaid documentation.

- 16.9. FinX may deduct or retain out of any monies, which may be due or become due to the College hereunder or otherwise, any amounts owed by the College to FinX hereunder or otherwise.
- 16.10. The headings given to the Clauses herein are inserted only for convenience and are in no way to be construed as part of this MOU or as a limitation of the scope of the particular Clause to which the title refers.
- 16.11. Any provisions of this MOU which, either expressly or by implication, survive the termination or expiration of this MOU, shall be complied with by the Parties in the same manner as if the present MOU is valid and in force.
- 16.12. FinX shall be responsible to provide the College with educational services, support and facilities as per the Statement of Work.



The persons signing this Agreement on behalf of FinX, and College hereto certify by the said signatures that they are duly authorized to sign this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS MOU TO BE DULY EXECUTED on this **18th Day of August 2021**

For AV Financial Experts Network Private Limited

For Tolani College of Commerce,

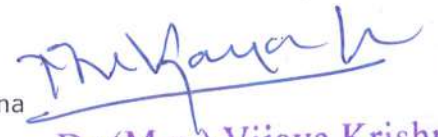
For AV Financial Experts Network Private Limited

Name: Anju Vyapak


Director

Designation: Director

Name: Dr. Vijaya Krishna



Designation: Principal

Dr.(Mrs.) Vijaya Krishna
PRINCIPAL
TOLANI COLLEGE OF COMMERCE
Andheri (East), Mumbai - 400 093.

In the presence of

Nisha Shah

Name: Nisha Shah

Designation: Head Strategy

In the presence of

Jayalal R. Singh

Name: Jayalalshoni Singh

Designation: Assistant Professor

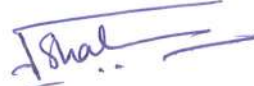
Name:


HIMANSHU VYAPAK

Designation:

MD CIEL

Name:


Ms. J. Shelini . H. Kumar

Designation:

Vice Principal (Aided section)



Schedule -1

1. The college shall be paid a fee of Rs.500 (Rupees five hundred) plus tax per student for the services provided to FinX for NISM Mutual Fund Distributor certification for a tentative batch of 30 students or lesser as agreed by the College and FinX
2. Commercials for any other courses/certifications/programs in future will be decided mutually.



Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is being executed on this 12th day of the month of December of the year 2023 at Mumbai, between

The Party of the First Part

Ursa Minor Consulting Private Limited



through its Founder

Mr. Divesh Mishra

AND

The Party of the Second Part

Tolani Education Society's

Tolani College of Commerce (Autonomous)

(Affiliated to University of Mumbai)

Situated in 150-151, Sher-E-Punjab Society, Guru Gobind Singh Road,

Andheri East, Mumbai: 400093



TOLANI COLLEGE OF COMMERCE

through its Incharge Principal

Dr. Vasudev Iyer

The party of The First Part, hereinafter referred to as Ursa Minor has been founded by a few senior former banking professionals and is engaged in the activity of digitally training youth for the BFSI sector. The training programme constitutes a healthy mix of domain knowledge of fundamental banking, introduction to insurance, required soft skills, training in MS Office and Code of Banking Ethics. The evaluation consists of online tests and the successful candidates are provided course completion certificates. The purpose of this training and upskilling is to make the youth Job Ready. Ursa Minor would arrange for interviews as detailed in point 3(g) below for such successful candidates for internships / employment, however would not guarantee placements.

Therefore the party of the First Part & the party of the Second Part, hereinafter referred to as 'TCC' mutually agree to offer and conduct the online with a few offline contact sessions Certificate Course in Banking and Insurance.

1. TCC agrees to provide a platform to the party of the First Part by allowing representatives of Ursa Minor to address the students of undergraduate and post graduates programs of TCC to create awareness about the Certificate Course in Banking and Insurance. TCC would collect the details of interested students and facilitate interaction with the representatives of Ursa Minor"
2. Fees

Fees for the proposed courses

Sr. No.	Name of the Course	No. Of Hours	Total Fees inclusive of applicable taxes (INR)	Share of Ursa Minor (INR)	Share of TCC (INR)
1	Basic Course in Banking & Insurance	35 hrs online	4000/-	2800/-	1200/-
2	Advanced Course in Banking & Insurance	35 hrs online plus Offline sessions and Interview opportunity	5000/-	3600/-	1400/-

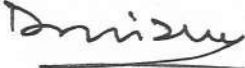
TCC will provide the class room infrastructure with projector if and when required to conduct sessions for the certification programme as and when needed. Ursa Minor shall keep the duly filled forms containing details of the students enrolled for the programs for their records. Ursa Minor hereby indemnifies TCC against the misuse of the student database and any loss caused thereof.

3. Activities and Responsibilities of Ursa Minor are laid down as follows:
 - a. Conducting sessions for students and apprising them of the opportunities in the Banking, Financial Services and Insurance (BFSI) Sector and advantages of a job in the BFSI Sector.
 - b. Explaining the components of the training programme, its advantages and the intended learning outcomes.
 - c. Speaking to the students about the course details, duration, enrollment process and clear advantages of certification.
 - d. Registering the interested students on the website www.ursaminor.in and conducting the course.
 - e. Frequent communication with the registered users undergoing training online and through intervention session to resolve all relevant issues.
 - f. Helping the students in the use of all the tools available on the website: Reading Material/video clips, chat box, blogs, e-mail exchanges and personal discussions.
 - g. Arranging for suitable interviews for internships and placements for the certified students in the relevant industries.
 - h. A maximum of two interviews would be arranged for each certified candidate. The travel cost for attending the interviews would be borne by the candidates.
 - i. The www.ursaminor.in log in rights will be for lifetime for each registered candidate.
4. Ursa Minor and TCC reserve the rights to restrict enrollment for the course and the login rights to students after registration.
5. Students will receive certificates on successful completion of the training and on being declared as successful after the evaluation.
6. This MoU is entered into for a period of one academic year This understanding may be amended by mutual written agreement and may be terminated at any time by either PARTY upon one month's written notice to the other PARTY. However, in the interest of the students enrolled for the course, the terms and conditions will be valid till such students successfully complete the course. The MoU is to be renewed every year and year shall be defined as Academic Year. Term of this MoU shall be from December 12th 2023 till May 31st 2024.
7. Exclusive:, both the parties may offer similar additional short term courses or programs apart from these, but based on mutual consent. Ursa Minor is aware that TCC is offering and will continue to offer the Bachelor of Commerce: Banking and Insurance(B.B.I.)Program affiliated to the University of Mumbai. This MoU does not have any bearing on the B.B.I. Program particularly and all other programs or short term courses being offered or will be offered by the College.

8. TCC may enter into MoUs with other institutions offering similar courses after informing Ursa Minor.
9. Ursa Minor may offer other courses to the students of TCC after obtaining consent from TCC authorities.
10. Non-compete: Both the Parties explicitly agree that the non-compete clause shall only be applicable to course mentioned in above Table (Ref.Point no.2) of this MoU. The College is free to enter into agreements with other institutions to offer other courses without any prior permission from Ursa Minor.
11. TCC will not use the material/course content shared by Ursa Minor for any commercial purposes.
12. Ursa Minor would undertake due care to ensure that students of TCC who enroll for the course do not use the course material/contents shared by Ursa Minor for any commercial purposes. In the event of any student of TCC making use of the course material/contents shared by Ursa Minor for commercial purposes, TCC cannot be held responsible, accountable and liable.
13. Ursa Minor would share reports of student enrollment of TCC for the course and their progress including the placement details with TCC regularly and as and when required by TCC
14. The breach/violation of any of the above mentioned Terms & Conditions of this agreement by any party will render this agreement null & void. However, in the interest of the students enrolled for the course, the terms and conditions will be valid till such students successfully complete the course. However, both parties shall stop enrollment with immediate effect in the event of termination of this MoU.
15. Any dispute that may arise by not acting upon the above mentioned terms or otherwise amongst the parties of both part regarding the affairs of the said agreement or for the meaning of the any conditions of said agreement, the parties of the both part shall be referred to an arbitration under the Indian Arbitration Act or any statutory modification or re-enactment thereof and the parties of both the part mutually settle any dispute between them. Even though any party of the part has to go the Court, the jurisdiction of the said agreement shall be at MUMBAI only.

IN WITNESS WHEREOF the parties has set his hence hereto at Mumbai on the day, month and year hereinabove written.

Signed and Delivered by the
Within named
The party of the First Part
Ursa Minor Consulting Pvt Ltd.

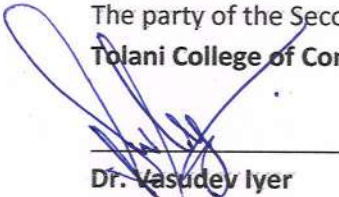


Divesh Mishra
Founder



12 DEC 2023

Signed and Delivered by the
Within named
The party of the Second Part
Tolani College of Commerce



Dr. Vasudev Iyer
Incharge Principal



MEMORANDUM OF UNDERSTANDING

Between

INDIAN INSTITUTE OF GEMS & JEWELLERY



And

**TOLANI COLLEGE OF
COMMERCE (AUTONOMOUS)**



Knowledge is Supreme



हाराष्ट्र MAHARASHTRA

2023

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९५
- 1 JUN 2023
सक्षम अधिकारी

श्रीमती लता सांगळे

Indian Institute of Gems & Jewellery, Mumbai (IIGJ Mumbai) CIN:U80220MH2002NPL134963 is an important initiative of Gem Jewellery Export Promotion Council (GJEPC) for the sustainable development of the Indian gem & jewellery industry, having its registered office at _ Bagmal Laxmichand Parikh Campus, Plot No. 111/2, 13th Road, M.I.D.C., Andheri (E), Mumbai - 400 093 hereinafter referred to as "IIGJ" which term shall, unless repugnant to the context thereof, be deemed to mean and include reference to its successors and permitted assigns of the **ONE PART**

And

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08 JUN 2023

शुद्धीकरण के लिए केवल अधिवक्ता

शुद्धीकरण के लिए केवल अधिवक्ता

शुद्धीकरण के लिए केवल अधिवक्ता

शुद्धीकरण के लिए केवल अधिवक्ता

J. P. TRIPATHI (M.A.L.L.B.)
ADVOCATE HIGH COURT
R/o. Abdul Aziz Chawl, 24,
Room No. 4, J. B. S. Marg, Navpada,
Kurla (West), Mumbai-400 070.

शुद्धीकरण के लिए केवल अधिवक्ता

परमार्थपारक शुद्धीकरण विद्वानियोग मही

शुद्धीकरण के लिए केवल अधिवक्ता

शुद्धीकरण के लिए केवल अधिवक्ता

शुद्धीकरण के लिए केवल अधिवक्ता

शुद्धीकरण के लिए केवल अधिवक्ता

शुद्धीकरण के लिए केवल अधिवक्ता

08 JUN 2023

Tolani College of Commerce (TCC) was established in the year 1989 by the Tolani Education Society, having its registered address at 150-151, Sher-E-Punjab Society Guru Gobind Singh Road, Andheri East, Mumbai- 400093 hereinafter referred to as **"TCC"** which term shall, unless repugnant to the context thereof, be deemed to mean and include reference to its successors and permitted assigns of the **SECOND PART**

WHEREAS,

Indian Institute of Gems & Jewellery, Mumbai (IIGJ Mumbai) is an important initiative of GJEPC for the sustainable development of the Indian gem & jewellery industry. IIGJ Mumbai, with its new curriculum and courses as per the latest requirement of the industry, aims to fulfill the widening gap between demand and availability of skilled professionals for the gem & jewellery industry. IIGJ's endeavor is to harness the full potential of any deserving and ambitious aspirant by providing the latest, industry-relevant and comprehensive curriculum, which includes not only theory but hands-on practical training. IIGJ's efforts in the past 30 years have transformed the lives of more than ten thousand students, who have been absorbed by the crème of industry.

IIGJ and the TCC shall hereinafter jointly be referred to as the **"Parties"** and severally as the **"Party"**, as the case may be.

WHEREAS

Tolani College of Commerce (TCC) was established in the year 1989 by the Tolani Education Society with the objective to promote academic activities in the north eastern suburbs of Mumbai. Offering a stimulating environment for teaching, both learning and research, Tolani College of Commerce is an autonomous College affiliated to University of Mumbai and provides both Bachelors and Masters programmes Commerce **Hereafter referred as the "SECOND PARTY"** .In the interest of establishing a relationship of mutual benefit to both organisations, **Indian Institute of Gems & Jewellery, Mumbai and Tolani College of Commerce, Mumbai** have agreed to the areas of collaboration on academic and promotional related activities as mentioned in this MoU.

1. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Objectives /Rights and Responsibilities of TCC

- 1.1. To contribute to the vocational credit-hours requirement of **Tolani College of Commerce, Mumbai** students by giving them access to structured professional gem & jewellery courses not leading to a degree provided by **Indian Institute of Gems & Jewellery, Mumbai** for enhancing skills of students/aspirants through skill based vocational training aiming to make them employable on completion of the programme.
- 1.2. To strengthen collaboration between **Indian Institute of Gems & Jewellery, Mumbai** and **Tolani College of Commerce, Mumbai** through provision of capability-enhancement and career-readiness for the gem & jewellery industry of India to the mutual benefit all stakeholders.
- 1.3. To promote collaboration between **Indian Institute of Gems & Jewellery, Mumbai** and **Tolani College of Commerce, Mumbai** in student and/or faculty activities, internal or external, that may be jointly undertaken from time to time.

2. Term

The term of this MOU shall come into force from the date of its execution and will be valid for the period of 3 (Three) years, subject to termination clause as mentioned in clause 6 of this MoU. The term of this MOU can further be extended/ renewed in writing with the mutual consent of both the Parties.

3. Scope of collaboration

The Scope of collaboration on activities in this Memorandum of Understanding includes the following categories:

- 3.1 Awareness creation activities by IIGJ Mumbai in Tolani College premises through Seminars, Webinars, Presentations, Posters display among other initiatives, at the cost of IIGJ.
- 3.2 Preferential access to students of Tolani College of Commerce for IIGJ Mumbai's professional gem & jewellery courses for the purpose of earning academic credit hours.
- 3.3 The scope of collaboration does not include Degree Programmes offered by IIGJ.
- 3.4 Free workshops for faculty members and administrative staff of Tolani College to strengthen the collaboration.
- 3.5 Intellectual property rights of the collaboration work belonging to both parties.
- 3.6 Organising/ participation in Joint symposia, seminars, conferences, workshops etc.

3.7 Promoting such other activities/programmes as mutually agreed from time to time.

3. Participation in the course by students

Students may obtain information / specifics about the courses offered by IIGJ on their website and in the brochures distributed to them. Students can enroll in courses by visiting the IIGJ Institute. The lectures, practicals and examinations for these courses will be conducted on the campus of IIGJ. The Institute will share the list of students enrolled for these courses with TCC.

4. Fees of courses and certificate

4.1 That the fees and applicable taxes charges of the courses will be specified for each course, and that the students will be notified of these facts when they register in the courses of their preference.

4.2 The fees and payment of the courses registered by the student should be paid to IIGJ. IIGJ will pay 5% (Five Percent) of the fees paid by students (before taxes) who enroll for the courses as facilitation charges to TCC.

4.3 The course fees include the exam fees for first attempt. If a student fails to clear the exam in the first attempt, then he/she shall reappear for the exam/s and shall be charged for a re-exam fee of Rs. 1,000 (Rs. One Thousand Only) per attempt.

4.4 At the end of successful completion of a course, students will be given a certificate. The certificate will specify, inter alia, the duration of the course. A course wise list of successful students along with a copy of the certificate will be shared with TCC.

5. Advertising & Publicity

Both the parties will publicly advertise the collaboration under this MoU among students, staff etc., if agreed by the management of TCC, at the cost of IIGJ. Where reasonably possible, in making advertisements or public announcements in relation to these available courses and to avail the course as per the MoU, each organisation shall acknowledge the participation of other organisation and the contribution that other organisation has made if any.

6. Commencement

This MOU shall commence upon affixing the signatures of the representatives of both the organisations.

7. Termination

If either of the party wishes to terminate the MOU before the expiry of the three years'

period or in between the period of three years, it must notify the other party not less than three months prior.

8. Amendment

The event of termination will not affect participants from completing their activities at the host party already initiated or ongoing unless otherwise mutually agreed. This MoU, its renewal and the actions taken under it will be reviewed at any time. Modifications to MoU will be made by mutual consent and any amendment or extension to the MoU will be formalized by the exchange of letters and or emails between the two organizations.

9. CONFIDENTIALITY

The Parties shall maintain strict confidentiality in relation to the existence of contents of this Agreement, all information and other material received by it from the other Party or its authorized representatives in relation to this Agreement and which, by their nature are confidential ("**Confidential Information**").

The parties recognizes, accepts and agrees that all tangible, intangible, non-public and proprietary information which may be obtained from or disclosed by either party to the other and/or its staff, including all details, documents, data, Materials, business / customer information and practices, processes and trade secrets, under or pursuant to this Agreement and / or in the course of performance of the obligations of the parties under this Agreement, shall be treated as absolutely confidential except the information received pertaining to the courses/ seminars and any other information relating to advertisement and for awareness of the courses.

10. FORCE MAJEURE:

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, fire or floods, pandemics, war, riots, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes.

11. Coordinators

Each party agrees to appoint an overall Coordinator who will act as a single point of contact for the administration of this MOU. These coordinators will ensure smooth flow of communication and would be responsible to ensure that necessary approvals are in place for student/faculty exchange, articulation agreement etc. These coordinators will be responsible to ensure the effectiveness and enforcement MOU. Both parties are responsible for keeping their contact details up to date. Contact details and address of the designated coordinators are given hereunder:

<p>For: Indian Institute of Gems & Jewellery, Mumbai Name: Bharat Vaswani Title: Head of the Institute Address: Bagmal Laxmichand Parikh Campus, 111/2, Road No. 13, MIDC, Andheri East, Mumbai 400093, Maharashtra. Telephone: +91 22 4290 6666 Email: hoi.mumbai@gmail.com</p>	<p>For: Tolani College of Commerce, Mumbai Name: Dr. Vasudev Iyer Title: I/c Principal Address: 150-151, Sher-E-Punjab Society Guru Gobind Singh Road, Andheri East, Mumbai, Maharashtra 400093 Telephone: +91 22 6153 5455 Email: vasudevi@tcc.tolani.edu</p>
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12. Resolution of Disputes and Governing Law

In the event of any unforeseen issues or matters not covered herein or any controversy, dispute or difference arising out of or in connection with this MoU, the same shall be resolved amicably by both the parties. This MoU and further agreements will in all respect be governed by and construed in accordance with the laws of Republic of India.

13. ARBITRATION

If any controversy or claim of whatsoever nature ("the Dispute") arises between IIGJ and TCC, relating to terms of this Agreement or breach thereof, the Dispute will be referred to a sole Arbitrator to be mutually appointed by the Parties. The Arbitration shall be administered in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and shall be conducted in English at Mumbai. The arrangement contemplated herein shall be governed and interpreted by the laws of the Republic of India and any disputes arising out of this arrangement, shall be restricted to the jurisdiction of the Mumbai Courts only

14. Waiver:

None of the conditions or provisions of this Agreement shall be held to have been waived

by any act or knowledge on the part of either party, except by an instrument in writing signed by a duly authorized officer or representative of the parties. Further, the waiver by either party of any right or the failure to enforce at any time any of the provisions of this Agreement, or any related rights, shall not be deemed to be a waiver of any other rights or any breach or failure of performance of the other party.

15. Miscellaneous:

- 15.1 Severability. If any provision of this Agreement is declared invalid or unenforceable, this MOU shall endure except for the part declared invalid or unenforceable. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, all other terms will remain in full force and effect until the Contract termination.
- 15.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.3 Entire Agreement. This Agreement supersedes and cancels any previous agreements or understandings, whether oral, written or implied, heretofore in effect and sets forth the entire agreement between the Parties with respect to the subject matter hereof.
- 15.4 Specific Performance. In addition to such other remedies as may be available under applicable law, the parties acknowledge that the remedies of specific performance and/or injunctive relief shall be available and proper if either party fails or refuses to perform its duties or fulfill its covenants hereunder.
- 15.5 Notices. Notices by either party to the other shall be given by personal service, by registered or certified mail, return receipt requested, or by private overnight mail courier services, to the respective addresses set forth on title page or as may be intimated from time to time.
- 15.6 Assignment. Neither party shall assign this Contract or the rights and obligations thereunder to any third party without the prior express written consent of the other Party which shall not be unreasonably withheld.
- 15.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to any choice of law or conflict of law provisions.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as a

deed on the day and year first above written.

SIGNED, SEALED AND DELIVERED)

by the within named)

INDIAN INSTITUTE OF GEMS & JEWELLERY)

MUMBAI)

through the hand of its authorized signatory)

Mr. BHARAT VASWANI)

In the presence of)

Ms. ANANYA BISWAS)

Bharat Vaswani
Ananya Biswas

SIGNED, SEALED AND DELIVERED)

by the within named)

Tolani College of Commerce (Autonomous))

through the hand of its authorized signatory)

Mr. VASUDEV IYER)

In the presence of)

Ms. Sadhana Venkatesh)

Vasudev Iyer
Sadhana Venkatesh

Date: 13 JUN 2023

Bharat Vaswani
Signature
Bharat Vaswani



Title: Head of the Institute
Address: Bagmal Laxmichand Parikh
Campus, 111/2, Road No. 13, MIDC,
Andheri East, Mumbai 400 093.

Vasudev Iyer
Signature



Dr. Vasudev Iyer
Title: I/c Principal of the College
Address: 150-151, Sher-E-Punjab Society
Guru Gobind Singh Road, Andheri East,
Mumbai, Maharashtra 400 093.