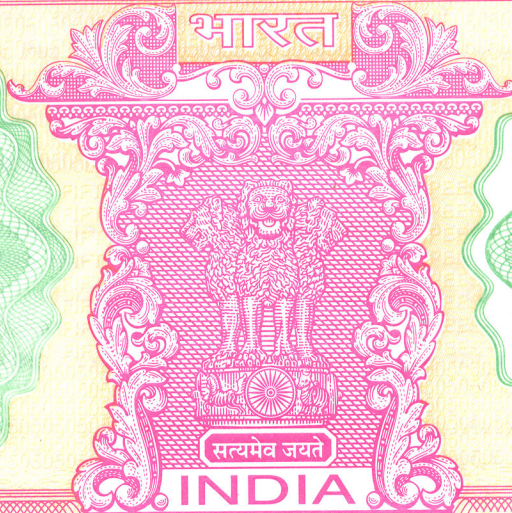


भारतीय गैर न्यायिक

पचास
रुपये
₹.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

കേരളം केरल KERALA

BD 085601

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

FINMARK TRAINERS INDIA PVT LTD

AND

CHRISTIAN COLLEGE, CHENGANNUR

For FINMARK TRAINERS INDIA PVT. LTD.


DIRECTOR

9232 DATE: 3/5/17

50 SOLD TO: Fin Mark Trainers India (P) Ltd.
Kalamassery.



This Memorandum of Understanding (MOU) is a service agreement to provide content for the courses both offline and Online, offer training to students and conduct certification exams between **Finmark Trainers India Pvt Ltd (Finmark)**, a company registered in India and having its Registered Office at No 19, Shanti Nagar, Rajagiri P O, South Kalamassery, 683 104, Kochi, Kerala, India and the Christian College, Chengannur.

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

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

B. Christian College, Chengannur is owned and managed by the Malankara Mar Thoma Syrian Church and is affiliated to the University of Kerala. Founded in 1964 by Rt. Rev. Dr. Mathews Mar Athanasius, Christian College, Chengannur towers high as a centre of excellence in education on a hill top with pristine beauty. The college always had its focus on academic excellence and formation of character and emphasis on spread of spiritual truth and trust in god so as to produce intellectually well-trained, morally upright, socially conscious and spiritually inspired young men and women. The aim of the college is to provide higher education in Arts & Science of the highest standard encouraging sound learning, building up character and upholding moral and spiritual values. Creation of employment oriented skills is an additional goal.

The Commerce and Economics departments of Christian College, Chengannur are reputed in securing programs which supplement and complement the Graduate and Post Graduate Degree programs

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

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

- I. FUNDAMENTALS OF CAPITAL MARKET
- II. MUTUAL FUNDS
- III. SECURITIES OPERATIONS AND RISK MANAGEMENT
- IV. INVESTMENT ADVISOR

D. Finmark shall assist Christian College, Chengannur to run both online and offline certification programs for their Commerce, Economics, BBA and other students (who may be interested) across all the years of the UG and PG programs.

E. RESPONSIBILITIES: Finmark will be responsible to provide the content (both offline and online). The online content will be provided in two stages. In the initial stage, only offline content would be provided. In the second stage, a complete E-Learning module will be provided to Christian College, Chengannur. Further, Finmark will offer training to the students and prepare and sit for both offline and online exams. Till the Online modules are ready for offer, all the Modules will be offered to the students only in offline mode. In the offline mode, Finmark will depute suitably qualified and experienced trainers to handle the sessions. Finmark will also let its brand be used to issue a co-branded certification from Christian College, Chengannur.

For FINMARK TRAINERS INDIA PVT. LTD.


DIRECTOR

Christian College, Chengannur on its part will be responsible to promote these courses among students and also ensure that they sign up. Christian College, Chengannur will be responsible in hosting the content and pricing of the courses in consultation with Finmark.

F. FINANCIAL AGREEMENT: Finmark and Christian College, Chengannur agree to the revenue sharing structure as per the **Schedule** mentioned in Page # 5 of this MOU.

G. PAYMENT: Christian College, Chengannur shall pay the course fee to Finmark as soon as the same is collected from the students. Finmark will formally produce an Invoice for the same.

H. TERM: Terms of this MoU shall be for the course of **Three years**, commencing on the 1st of May, 2017. The MoU can be renewed for a further period of three years on terms agreed by the parties at that time.

I. TERMINATION: This MOU may be terminated by either party by notice in writing from the party not at fault if the other party is in breach of this MoU and fails to remedy the breach within thirty (30) days from receipt of notice in writing from the first party specifying the breach.

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

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

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

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

N. ALTERATION: Alterations and supplements to this MOU must be made in writing to hold validity.

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

P. REGISTRATION FOR THE PROGRAM: Christian College, Chengannur shall nominate one its Faculty as the Course Coordinator for this program. Christian College, Chengannur shall notify the admission date for its First Year Degree students to Finmark fifteen days before the admission date. A Finmark employee and the Course Coordinator shall be present on the admission day at a designated desk. All parents and students will be directed to the designated desk to understand the details of the Finmark program and to register for the program. All First year Degree and First year PG students will be encouraged to sign up for two modules in the First Year. When these students progress to the Second Year, they will be encouraged to enroll for the third and fourth modules.

For FINMARK TRAINERS INDIA PVT. LTD.


DIRECTOR

For the second year Degree students, two modules will be completed during the second year and two modules will be completed during their final year.

The Final Year Degree and Final Year PG students for Academic Year 2017-18 will be asked to enroll for all the four modules.

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

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

The third and the fourth modules for these students shall be completed either during the Third Semester or during the Summer Holidays or in the First Semester of their second year in the Degree or Post Graduate program.

For the Final year Degree and Final year PG students of academic year 2017-18, all the four modules shall be completed during the course of the academic year 2017-'18.

The exact date shall be finalized jointly by Finmark and Christian College, Chengannur one month before the actual training dates.

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


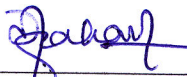

S. EMPLOYMENT OPPORTUNITY: When the students complete their Final year degree or PG, Finmark shall use its good offices to bring potential employers to Christian College, Chengannur or otherwise render help to the students (who have completed all four modules) to find suitable jobs.

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

U. EXAM: At the end of each training module, Finmark shall conduct a test. The test date unless otherwise agreed shall be on the last day of the training for each module. If any student fails or misses the exam for whatever reason, Finmark shall organize a retest. The student concerned will have to pay a retest fee of Rs.400 per exam.

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

DECLARATION: IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES, BY THEIR DULY AUTHORIZED REPRESENTATIVES BELOW, HAVE EXECUTED AND ENTERED INTO THIS MOU AS EFFECTIVE OF THE DATE SIGNATURE.

| CHRISTIAN COLLEGE, CHENGANNUR | | | | FINMARK TRAINERS INDIA PVT LTD | |
|-------------------------------|---|-----------|---|--------------------------------|---|
| SIGNATURE |  | SIGNATURE |  | SIGNATURE |  |
| NAME | DR. ACHAMMA ALEX | NAME | Dr. SUSAN ABRAHAM | NAME | PRADEEP CHANDRASEKARAN |
| TITLE | PRINCIPAL | TITLE | Course Co-ordinator | TITLE | DIRECTOR |
| DATE | 1-May-17 | DATE | 1-May-17 | DATE | 1-May-17 |




DIRECTOR




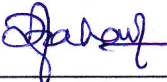

SCHEDULE**REVENUE SHARING MODEL**

| | Cost Per Module (Rs) |
|----------------------------------|----------------------|
| Total | 1080 |
| Share of Finmark | 800 |
| Share of Christian College | 240 |
| Incentive for Course Coordinator | 40 |

FEES TO BE COLLECTED FROM THE STUDENTS (IN INDIAN RUPEES)

| | |
|------------------|------|
| Year 1 Beginning | 2160 |
| Year 2 End | 2160 |
| Total | 4320 |

In case the students choose to pay the entire fees of Rs.4320 at the beginning of the year itself, Finmark shall offer a discount of Rs.200. In such a case, the student fee payable to Finmark for all the four modules will only be Rs.3000. The fees payable to Finmark includes Service Tax.

| CHRISTIAN COLLEGE, CHENGANNUR | | | | FINMARK TRAINERS INDIA PVT LTD | |
|-------------------------------|---|-----------|---|--------------------------------|---|
| SIGNATURE |  | SIGNATURE |  | SIGNATURE |  |
| NAME | DR. ACHAMMA ALEX | NAME | Dr. SUSAN ABRAHAM | NAME | PRADEEP CHANDRASEKARAN |
| TITLE | PRINCIPAL | TITLE | Course Co-ordinator | TITLE | DIRECTOR |
| DATE | 1-May-17 | DATE | 1-May-17 | DATE | 1-May-17 |

