



महाराष्ट्र MAHARASHTRA

● 2020 ●

BB 671709



*[Signature]*  
Sub Treasury Officer  
Kalyan

- 1 NOV 2021

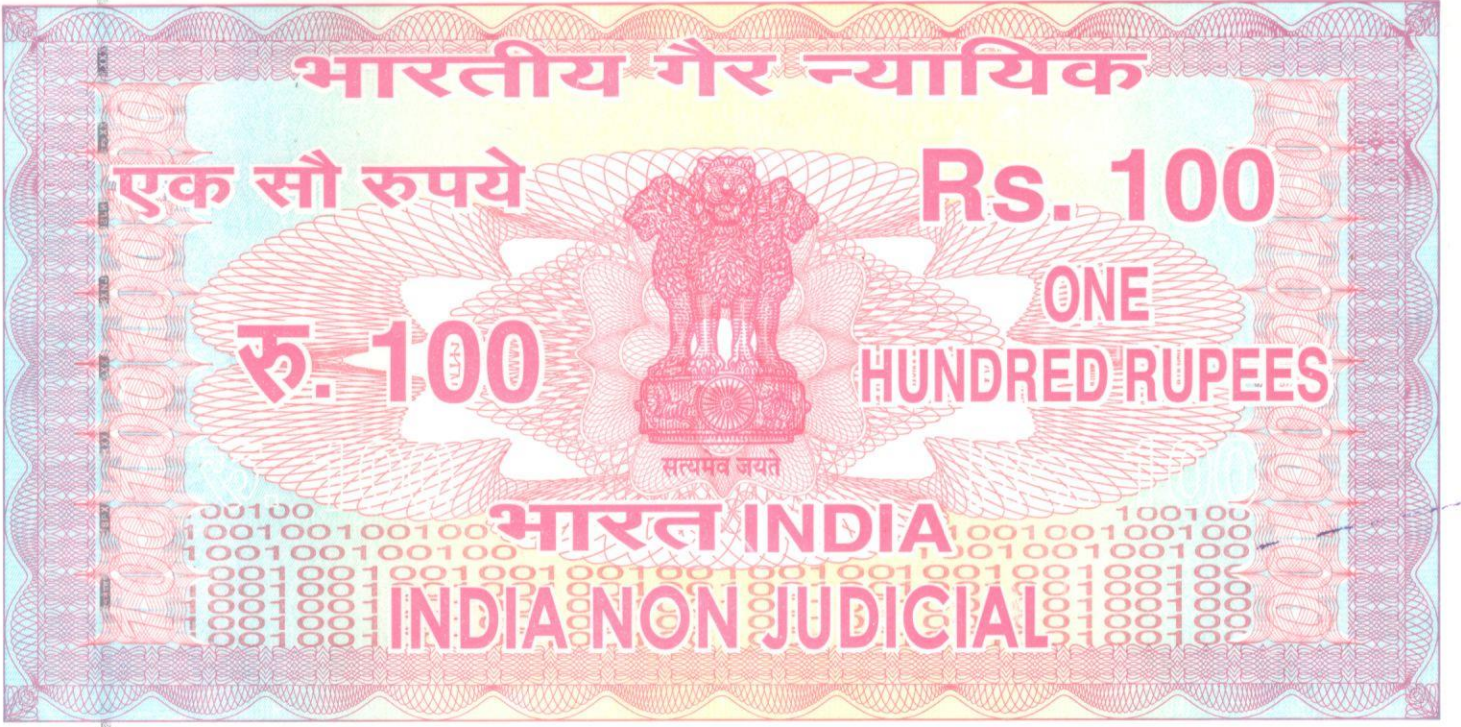
#### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as 'MOU' is an agreement made at Mumbai on the 16<sup>th</sup> day of November 2021, between AV Financial Experts Network Private Limited (FinX), a company incorporated under the Companies Act 2013 and having its Office at Unit 320, Champaklal Udyog Bhavan, Near Telephone Exchange, Sion (E) Mumbai - 400022 hereinafter referred to as '**FinX**' which expression shall include its successors and assignees on the One Part;

*[Signature]*

AND

*[Signature]*



महाराष्ट्र MAHARASHTRA

2020

YB 910615

B. K. Birla College of Arts, Science and Commerce (Autonomous), Kalyan (College) situated Kalyan, Thane - 421301, Maharashtra, India, 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 and other certifications for financial services and it also imparts training for NISM Regulatory Certifications, hereinafter referred to as 'the Course/s' for skilling potential financial Professionals, employees and entrepreneurs on Savings, Protection, Investing and Financing; and

B. The core intents of the Courses 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



Sub-Treasury Officer  
Kalyan

28 OCT 2021

C. The College provides undergraduate, and postgraduate programs or either one or more of them leading to the respective degrees 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 Courses 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, CIEL and such other institutions that may get affiliated in future.
3.	Batch	Means a set of students enrolled for the Course from a College during an Academic Year.
4.	BFSI	Banking, Financial Services, and Insurance.
5.	Certification	A document jointly issued by FinX, CIEL and Affiliated Educational Institution i.e. 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.

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14.	Joint Certification	The certification jointly offered by FinX, CIEL and the Educational 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 Academy.
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.

## 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 course/s as a short term 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 certifications and courses, 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.

### 4. Working Group

#### 4.1. Establishment

FinX shall establish a 'Working Group' comprising the authorized representative of each College associated with each Course. The Working Group shall consist of representative/s of the College nominated as the point of contact and FinX's representative/s. The Placement Officer (or any as nominated suitable member 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 stake holders of the course.

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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 to discuss the progress of the Educational Services (as stipulated in the Scope of Educational Services).

#### **5. Fees, Course Content and Curriculum**

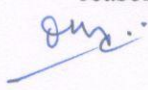
5.1. Finx and the College agree to follow a collaborative approach towards matters including but not limited to the following, and such decisions shall be binding on both the Parties.

- (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.
- (i) 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 manages 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 on the College, enforceable in accordance with its terms except as the enforceability thereof, upon the College and/or the Trust/Society that manages 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 six months' 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.

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. Is 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. 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.

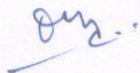




- 11.2. For the purposes of this MOU, the College shall include the College its Personnel, employees, Consultants, and/or other authorized persons.
- 11.3. In no event shall the College be liable for claims arising from or in connection with the sole negligence or willful misconduct of the party seeking 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, failing which the party shall be liable to pay 10 % interest per annum on the pending amount.
- 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);





- 12.3. 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 within 90 days of termination failing which the College shall be liable to pay 10 % interest per annum on the pending amount.
- 12.4. Upon such notification of termination, the College shall immediately discontinue performance of the educational services (unless such notice of termination directs otherwise).
- 12.5. 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 the course fee as agreed as an annexure to 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:

*any.*

*A.*

In the case of FinX:

Attn: Anju Vyapak

Mob.: 9833781100

Email: anju.vyapak@finxpert.org

In the case of the College:

Attn: Mr. Arnold Jathanna

Mob.: 9833949546

Email: arnold.jathanna@bkbirlacollegekalyan.com

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 and 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 16<sup>th</sup> Day of November, 2021

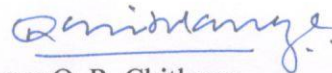
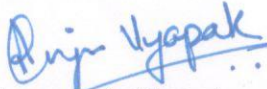
For **AV Financial Experts Network Private Limited** For **B. K. Birla College**

AV Financial Experts Network Private Limited

B. K. Birla College of Arts, Science and Commerce (Autonomous), Kalyan

**Authorised Signatory**

**Authorised Signatory**



Name: Anju Vyapak

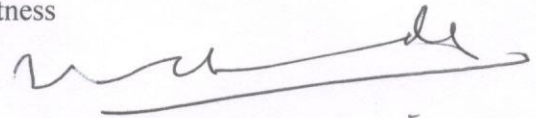
Name: O. R. Chitlange

Designation: Director

Designation: Chairman

Witness

Witness



Name: Nisha Shah

Name: Dr. Naresh Chandra

Designation: Head Strategic Business Initiatives

Designation: Director (Education)



Name: Abhishek Shivalkar



Name: Dr. Avinash Patil

Designation: Sr. Manager Business Development

Designation: Principal

Schedule -1

1. The college shall be paid such fees per student for the services provided to FinX for the different course/s as may be agreed by the College and FinX as and when the courses/ certifications are offered.

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