Think Ahead ACCA

# Memorandum of Understanding

**Commencement Date:** the last date of signature **by both parties of this document being 27.04.2023**

**Between** **K R Mangalam University** acting itself or through its parent Sohna Road, Gurugram, Sohna Rural, Haryana 122103 ("COMPANY")

and

**STRATEGIC EDUCATIONAL PROFESSIONALS PRIVATE LIMITED,** a company established by the Association of Chartered Certified Accountants (SEPPL) to conduct and deliver its operations in India which is incorporated under the Companies Act, 2013 and having its registered office at 503A, 5th Floor, Worldmark-3, NH-8, Aerocity, New Delhi - 110037, India (hereinafter referred to as "SEPPL" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

Partner and SEPPL shall hereinafter be collectively referred to as the "**Parties**" and individually referred to as "**Party**".

## 1. Background

1.1. This Memorandum of Understanding (MOU) made between the K R Mangalam University and SEPPL provides for the establishment of a mutual co-operation between these two institutions.

1.2. Recognising the value of promoting mutual co-operation for the advancement of their respective members and the accountancy and tax professions, K R Mangalam University and SEPPL agree to the following terms as set out below.

## 2. Purpose

2.1. The purpose of this MoU is to set out the understanding between the Parties without any intention to create legal relations, rather in the spirit of mutual cooperation. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements. The purpose of this MoU is to explore opportunities for collaboration to



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their mutual benefit, to set out the respective roles and responsibilities of the Parties in working cooperatively to further each other's and their mutual interests.

2.2. No funding will be required from either Party except as mutually agreed from time to time. The Parties agree that all financial arrangements will be negotiated for each specific case prior to commencement of the activity and will depend on the availability of funds.

**3. Duration and Termination**

3.1. This MOU will be deemed to have come into force and effect on the Commencement Date and will continue for a period of three (3) years from that date. The parties agree to monitor and review the operation and effectiveness of this MOU at least annually and may revise or end it upon giving reasonable written notice to the other.

3.2. This MOU may be amended upon the mutual written agreement of both parties.

**4. Specific areas of co-operation**

SEPPL undertakes to work together with K R Mangalam University in the following areas:

4.1. Provide access to ACCA professional development and learning resources

4.2. Learning and development initiatives - e.g. competencies, skills and training mapping, etc.

4.3. Jointly develop strategies and marketing campaigns to promote the global collaboration between K R Mangalam University and ACCA

4.4. Work collaboratively and carry out joint engagement and outreach to promote and create awareness about ACCA trainings, Qualification, ACCA-X, master's programme and other relevant trainings

4.5. Joint partnership programmes supporting the training and development of students to prepare them for successful careers in accountancy and finance;

4.6. Explore and create new pathways for students to further their education and enhance their careers in accountancy and finance;

4.7. Enhance the employability of students through capacity building initiatives;

4.8. Tap into one another's networks of professional and industry contacts to support the above objectives

4.9. K R Mangalam University acknowledges and agrees that with respect to undertaking the above activities, K R Mangalam University



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shall be subject to applicable SEPPL policies and guidelines (collectively, the "**Guidelines**") which SEPPL shall communicate to K R Mangalam University from time to time as and when required and depending on the activity being undertaken. K R Mangalam University agrees to abide by and adhere to the Guidelines, the terms of which are incorporated herein by reference and which shall be read as part of this MOU. As an example, if an advertisement with respect to the activities referred herein is proposed to be published in any media, then K R Mangalam University shall be subject to SEPPL's guidelines on advertisements and shall undertake such activity in compliance with the terms referred therein. In the event of any inconsistency/conflict between the MOU and the Guidelines, the later shall prevail to the extent of the inconsistency/conflict.

**5. Other areas of co-operation**

K R Mangalam University and SEPPL will also explore other potential areas where co-operation would be of mutual benefit.

**6. Confidentiality**

The parties agree to keep confidential any information which is disclosed or obtained and which is not publicly available or already known and not to disclose such information to third parties, otherwise than in accordance with the consent of the other party or as required by law or any relevant regulatory authority.

**7. Anti-Bribery and Anti-Slavery Measures**

7.1. Each Party undertakes to the other to comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption and each other's respective anti-bribery and gift and hospitality policies (where applicable) as may be amended from time to time, copies of which will be provided on written request.

**8. Intellectual Property Rights**

8.1. Any intellectual property content that is developed jointly by the Parties after the commencement of this MOU will be jointly owned by the Parties and subject to any other terms and conditions that will be worked out on a case-to-case basis, as may be agreed upon in writing.

8.2. Any intellectual property that is owned by either of the Parties, pre-dating this agreement, and is exploited or modified under this MOU, will remain the sole property of that Party. It will therefore not be reproduced or transmitted in any other form or by any other means, electronic or mechanical, including photocopying, recording on any storage or retrieval system, without the prior permission and written consent of the intellectual property owner.



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8.3. Use of logos, trademarks, intellectual property, copyright materials, etc. will be in accordance with each party's guidelines. Neither Party shall use, nor permit any person or entity to use the name, logo (or any variation thereof), intellectual property, copyright materials, etc. of the other party without first obtaining the other Party's written consent.

**9. Form of Understanding**

9.1. This MOU outlines the areas of co-operation that have been agreed between K R Mangalam University and SEPPL, however nothing in this MOU should be construed as creating legal obligations between the two parties, except for clauses 6 (Confidentiality), 7 (Anti-Bribery and Anti-Slavery Measures) and 8 (Intellectual Property). This MOU supersedes any previous agreement between the parties relating to its subject matter.

**10. Good Faith**

10.1. In entering into this MOU, the parties recognise that it is impractical to make provisions for every contingency that may arise during the course of the MOU.

10.2. Accordingly, the parties declare it to be their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of anyone and if any dispute arises, the parties shall use reasonable endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause or causes of the same.

Mahajan

Signed for and on behalf of **K R Mangalam University**

Registrar
K.R. Mangalam University
Sohna Road, Gurgaon
Haryana - 122103

Name: GP. Captain Praveen Mahajan
Position: Registrar
Date 27.04.2023

Signed for and on behalf of **STRATEGIC EDUCATIONAL PROFESSIONALS PRIVATE LIMITED**

Name: Prabhanshu Mittal
Position: Head of North, East and West
Date: