

MEMORANDUM OF UNDERSTANDING

BETWEEN



**SMI Global Learning Pvt. Ltd., Bangalore
(Brands: Stock Market Institute & Stockbyte)**

AND



Date: 6 August, 2022

MEMORANDUM OF UNDERSTANDING

Between

M/s. SMI Global Learning Pvt. Ltd., Bangalore

And

Jyoti Nivas College Autonomous



This Memorandum of Understanding is made on this day of, **6 August, 2022** between M/s. **SMI Global Learning Pvt. Ltd. (Brands: Stock Market Institute & Stockbyte)**, having its registered Office at 2307, 12th Main, 3rd Block Jayanagar, Bengaluru, Karnataka 560011, represented by its Director, **Mrs Victoria D'sa** (hereinafter referred to as the **FIRST PARTY**) and **Jyoti Nivas College Autonomous** having its office in **Koramangala, Bengaluru - 95**, represented by its principal – **Dr. Sr. Lalitha Thomas** (hereinafter referred to as the **SECOND PARTY**).

Whereas the **FIRST PARTY M/s. SMI Global Learning Pvt. Ltd.** Is an established company at Bangalore, offering courses physically under Stock Market Institute and Finance Learning App (Stockbyte) offering various Certificate courses along with certification to Under Graduate and Post Graduate Students.

Whereas the **SECOND PARTY Jyoti Nivas College Autonomous, Bengaluru** is a minority women's educational institution offering Courses in Sciences, Humanities, Arts and Commerce and Management.

AND whereas first party at M/s. **SMI Global Learning Pvt. Ltd.** is willing to join hands as **Industry Partner** with **Jyoti Nivas College Autonomous, Bengaluru**. **BOTH PARTIES** have agreed to enter a **Memorandum of Understanding (MoU)** and also have agreed to accept the following terms & conditions with a common intention of being legally bound by them.

Whereas the **FIRST PARTY** is desirous of offering the following programs to the students of the Second Party, as an **Industry partner**.

Programs offered:

1. Value Added Programs of SMI
2. Certifications on Capital Markets of SMI
3. Free sessions on demand about Understanding Stock Markets and Financial Planning.
4. Bite Size Courses of SMI
5. Students can attend all the Live sessions, Sector Analysis, Stock Dictionary, Master Sessions, Live Market Sessions, Technical Analysis concept Learning, IPO outlook & more
6. Access to Virtual Trading Platform
7. Access to course content/training materials for professional courses, International Qualifications and Certifications etc.

(There is no commercial involvement to subscribe the app for the next 3 years. International qualifications, professional courses that comes under premium course will have a price of theirs at concessional rates.

- Students will have to pay for the assessments and certificates)

The following outlines are responsibilities of both the parties.



Responsibilities of First Party (Stock Market Institute)

1. Create a referral Code to avail the Free subscription
2. Will ensure quality delivery of the programs by trained faculties or industry experts on App or other mediums as agreed upon.
3. Delivery of the programs and Certification Programs on the app for agreed programs/certifications in prior.
4. Issue of certificates to students who successfully complete the course and clear the assessment.
5. Will give access to Live Sessions and Seminars held on app.

Responsibilities of Second Party (Institute)

- a) Complete list of students with their email ID's and mobile numbers to be provided to SMI, for them to create batches and send them invite so that they can download the app and start attending sessions, for joint certification (if required by the institution). Not Mandatory
- b) College/University should give the details of choice of certificates for their students (batch wise) during signing up of the MOU. Any changes in future may not be entertained, as the students details would be enrolled with the respective global bodies and the fee paid towards the same will not be refundable)

Payment Terms

- None

Duration of the agreement

- c) The agreement shall be valid initially for a period of **Three Years (August 2022- July 2025)** and the agreement will be automatically renewed, unless terminated.
- d) Both the parties shall have the right to terminate the MoU in the event of violation of any of the conditions, by giving three months' notice. In such an event, the students already admitted shall be enabled to complete their course of study and appear for the relevant examinations. The obligations of both parties will continue to be in force during such period, irrespective of termination of the MoU.
- e) In case the parties decide against further renewal of the agreement after expiry, it shall be the responsibility of both the parties to ensure that the students already enrolled shall continue and complete the course as per provisions of this MoU and for this purpose the MoU shall be operative.

Program Cycle



Program cycle will be decided as per mutual consent.

Jurisdiction

In the event of any disputes between the parties, only the courts in Bangalore city shall have exclusive jurisdiction. But no court case shall be preferred by either party until Arbitration has been resorted to and proved unfruitful.

Amendment to the MoU

During the operation of the MoU, circumstances may arise which may call for amendment / alteration in the MoU, which shall be mutually discussed and agreed upon in writing and shall form the part of the original MoU.

Arbitration

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultation and written consent by the parties to this MoU.

In case settlement is not arrived at, the dispute will come under the purview and provisions of Indian Arbitration and Conciliation Act 1996 of Government of India and the area of jurisdiction will be Bangalore.

The term 'First Party' and the 'Second Party' aforementioned, unless repugnant to the context shall mean and include their successors in office, authorized representatives and assignees etc.

Having gone through each and every condition of this MoU and having understood it clearly, both the parties affix their signatures below as attesting to this deed on **30 June 2022**

for First Party

Signature: _____

Name: **Victoria D'sa**

Designation: **Director**

SMI Global Learning Pvt. Ltd., Bangalore

Place: **Bengaluru**

Date: **06.08.2022**



for Second Party

Signature: _____

Name: **Dr. Sr. Lalitha Thomas**

Designation: **Principal**

Jyoti Nivas College Autonomous

Place: **Bengaluru**

Date: **06.08.2022**

