

Letter of Intent and Memorandum of Understanding Between

Koushal Vikas Foundation ®

(Registered under Indian Trust Act 1882 Vide No: 279/2017-18)

No: 107/1, MKCS Buildings, 2nd Main Road, Mount Joy Extension, Hanumanthanagar,

Bangalore -560019

INDIA

Phone: +91 7019371671

koushal.vikas.foundation@gmail.com

And

S.E.A Group of Institutions

(Registered under Indian Trust Act 1882)

Ekta Nagar, Near Ayyappanagar Circle, Devasandra Main Road, Virgonagar Post, K.R.Puram,

Bangalore-560049,

India

A. PURPOSE

1. The purpose of this Letter of intent and Memorandum of Understanding (hereinafter "MOU") is to document the intention to form a long term Professional relationship beneficial to both the parties, terms and conditions and the consent for the same.
2. The MOU has been entered into by Koushal Vikas Foundation ®, Registered under Indian Trust Act 1882 Vide No: 279/2017-18 represented by their CEO hereinafter referred to as the First Party and M/s S.E.A College of Science Arts and Commerce, Bangalore, represented by their, Director hereinafter referred to as the Second Party.

B. OBJECTIVES

3. This MOU has been entered into by the first party concerning the providing skill development initiatives in the financial services domain at the campus of the second party. The first party to this agreement has the intention of launching skill development programs for the benefit of students, teachers and employees of the college, and also provide awareness programs for members of general public in the area and the second party is willing to provide necessary infrastructure without affecting their routine work.

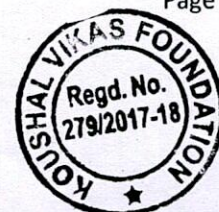


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4. Programs proposed under this MOU.

Sl No	Details of the Program	Target Participants
01	Career Counselling Program for CMA	For B.Com, BSc Students
02	Setting up of CMA Coaching/Support centre at the Campus	For CMA students
03	Knowledge Share Program in GST	For students & general professionals
04	Knowledge share programs in Insurance and Risk Management	For students & general professionals
05	Provide internship camp(s) on specifically agreed terms.	for Commerce Students
06	Conduct Seminars, Workshops, Panel discussions on current issues on agreed basis.	For students
07	Facilitate affiliations with other global professional bodies, through the office of the foundation at the campus, which in turn will help the students of the college.	For students

- List(tentative) of resource persons associated with the first party, for extending the services in programs at the campus of the second party is in the annexure:1
- To facilitate some of the programs onsite, a workstation/room may be essential at the campus of S.E.A group of institutions and the second party will facilitate the same.
- Students of other institutions should also be able to join the programs but priority is for the inhouse students.
- To provide support to students of the college in internship/ projects by providing on hand experience at the office at the campus in areas of finance, accounts, audits, taxation, Insurance, Risk Management etc which form part of the domain expertise of the first party. However, no stipend is provided.
- To add any other program/initiatives under this MOU not limiting to those mentioned herein, through mutual agreement and terms.
- Any surplus generated, out of the proceeds, after meeting all incidental expenses of each program conducted on the campus of the second party, shall be shared between the parties equally.
- Necessary agreements, contracts in this regard can be entered into subsequently, at mutually agreed terms and conditions. This MOU does not bind both the first party and the second party, in anyway on the future terms and conditions.



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C. INTELLECTUAL PROPERTY

No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively defined as "IP") are granted or transferred under this MOU. Any IP exchanged pursuant to this MOU shall be governed by the terms of a separate written sales or licensing agreement.

D. FUNDING

This MOU shall not be used to obligate or commit funds by both the parties. However, both parties shall be compensated for their services as in B(10) above.

E. PROPRIETARY INFORMATION

Recognizing that no IP shall be granted or transferred under this MOU, neither Party shall be obligated to disclose information deemed proprietary, confidential, and/or a trade secret (proprietary information) to the other Party outside of the reporting sales/revenue generated from the transactions arising out of the initiatives on the campus, to the Second Party. Reported sales will be kept strictly confidential and will not be shared with any other organization outside of the Second Party and the Tax authorities.

F. ADDITIONAL COMMITMENTS

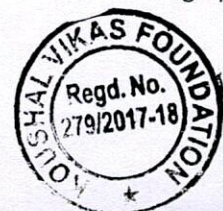
This MOU is not intended to limit or restrict activities of any sector, business unit, division, subsidiary, or affiliate of the Parties. Other organizations may be invited to participate through a subcontract or other arrangement with either of the Parties in pursuing the objectives and scope described in this MOU at mutually agreed terms and conditions.

G. NO AGENCY

This MOU is not intended to directly or indirectly constitute, create, or give effect to or to otherwise imply a joint venture, corporation, partnership, contract, or any form of formal business entity, other than the collaborative relationship set forth herein. Each entity signing this MOU is acting as an independent business entity. Neither Party to this MOU is intended to have, or is granted by the other Party, any authority or control over the other Party nor shall either Party have the power to bind the other Party. Nothing contained in this MOU is intended to be construed as providing for the sharing of profits or losses arising from the efforts of either of the Parties, and each Party will be responsible for bearing the costs incurred by it in performing any activity contemplated hereunder.

H. LIMITATION OF LIABILITY

No rights or limitation of rights will arise from the terms of this MOU. In the event that a Party is damaged through the actions or inaction of the other Party, the injured Party may pursue any and all rights available to it by law, in operation.



A handwritten signature in black ink, appearing to be "Ran".

I. POINTS OF CONTACT

Mr.P. N. Murthy, CEO, of the First Party shall be the point of contact under the MOU.

Prof. K.V.Rao ,Director,of the Second Party shall be the point of contact under the MOU.

J. TERM OF MOU AGREEMENT

- The MOU will become effective from the date of last signature.
- This MOU has been signed at will. However, it can be terminated by either of the parties by servicing a notice of 1 month.
- This MOU is offered for a term of 15days for signature and will automatically get terminated if the work doesn't start. If the work has commenced, then the MOU may deem to have got extended till the completion of the transaction.

K. ENTIRE UNDERSTANDING

This MOU constitutes the entire understanding of the Parties pertaining to matters contemplated hereunder at this time. The Parties signing this MOU intend that any implementing contract, license, or other agreement entered between the Parties subsequent hereto shall supersede and pre-empt any conflicting provision in this MOU.

Signed at Bangalore, on this 25th day of January, 2018



For Poushal Vikas Foundation ®

Title CEO

Date: 25th January 2018

By _____

For S.E.A Group of Institutions

Title Director

Date 1-02-2018

Annexure:1

List (Tentative) of resource Persons for proposed programs

Sl No	Name and Qualification	Specialisation
01	Mr.P. N. Murthy MCom,FCMA,FIII,FLMI,ACII,ARA,MIMA,AIV,AMT	*Cost Accountant *Tax Consultant *Insurance/Reinsurance *Life Underwriting *Valuation *Project Management *Process Re-engineering *Accredited Management Teacher (AIMA)
02	Mr.H N Kumar B.Com, MBA, FCMA	*Cost Accountant *Tax Consultant *Knowledge Share/Training *Event Management
03	Mr.P.Ravi mcom,mba,ACMA	*Cost Accountant *Tax Consultant *Knowledge Share/Training
04	Mr. Ravi Kumar BComACA,acma	*Chartered Accountant * Knowledge Share/Training
05	Mr.Kumara Swamy BcomACS,ACMA	*Cost Accountant *Company Secretary *Tax Consultant *Knowledge Share/Training
06	Mr.Jayakumar	*Insurance Expert
07	Mr.Jaswantsingh G	*Insurance Expert
08	Dr.Vijaya Bhaskar Acharya	*Insurance Expert
09	SubhashNayaik B.ComACA ACS	*Chartered Accountant
10	Jagadeehao Mtechfcmaacs	*Energy Management Expert *Cost accountant
11	Guruprasad	*Chartered Accountant

Note: This is only a tentative list, and other resources will be added on need basis.

