

MEMORANDUM OF UNDERSTANDING

THIS MOU is entered into and executed in Mumbai, India on 1st day of August of 2023 between

Gleco International Private Limited, trading as **IRM India Affiliate**, a company incorporated under the provisions of the Companies Act, 2013 and, having its registered office at Office No. 907,908,909,9th Floor, Corporate Park II, Near Swastik Chambers, Chembur, Mumbai - 400071 (hereinafter referred to as "**IRM India Affiliate**"), which expression shall, unless repugnant to the context, mean and include its successors-in-interest and permitted assigns).

AND

Jai Hind College, Education institution managed by Sind Educationists Association, a registered charitable trust, A road Churchgate, Mumbai

(IRM India Affiliate and Institution each are individually referred to as a '**Party**' and together as the '**Parties**')

WHEREAS:

- (A) IRM, headquartered in the United Kingdom, with members present across 143 countries, is the world's leading professional body for Enterprise Risk Management. IRM provides globally recognised qualifications and memberships from Level 1 to Level 5 in the field of Enterprise Risk Management, being IRM's Qualifications as defined below, training and publishes research papers and guidance and sets professional standards in respect thereof. IRM works with various universities and colleges in India through IRM India Affiliate, to offer its courses in Enterprise Risk Management;
- (B) Gleco International Private Limited trading as "**IRM India Affiliate**" is the exclusive India Affiliate of IRM for the provision of IRM's training programs / courses in enterprise risk management in India including academics, strategy, administration, management and collection of fees for enrolments for IRM and / or IRM affiliated courses, trainings, examinations and qualifications. The website of the IRM India Affiliate is www.theirmindia.org
- (C) Institution is an educational institute providing educational degrees at graduate and postgraduate level in various streams and is an Empowered autonomous institution affiliated to University of Mumbai..

Based on Institution's leadership in India's education sector, IRM India Affiliate has invited the Institution to join IRM India Affiliate's Scholarship Programme by providing the Institution students (only those who are currently studying at the Institution in any

course) a scholarship in IRM's examinations/ qualifications, the details and terms of which are set out in "**Scholarship Schedule**"

NOW IT IS HEREBY AGREED as follows:

• **IRM India Affiliate shall:**

- provide a set of electronic marketing collaterals / materials to Institution (as IRM India Affiliate may deem necessary) for informing Institution students about the examination deadlines. Such collaterals, marketing materials etc. shall not, under any circumstances whatsoever, be modified /altered by Institution;
- conduct seminars / workshops / info-sessions (as per availability of IRM India Affiliate) for Institution students to educate them about IRM's Qualifications and the Scholarship Programme
- add Institution and its logo as "Academic Partner" on IRM India Affiliate's website;
- offer a scholarship as per "Scholarship Schedule"
- share revenue per student enrolment (for IRM's Level 1 ERM Exam) with the Institution as per "Scholarship Schedule"
- raise an invoice on the Institution for fees collected by the Institution towards the IRM's Level 1 ERM Exam as per the "Scholarship Schedule"
- provide all relevant study material, training and support as per the inclusions of the IRM's Level 1 Examination mentioned on www.theirmindia.org/level1

• **Institution shall**

- use all its communication platforms to inform students about IRM's ERM exams and Scholarship Programme as per content provided by IRM India Affiliate
- communicate IRM exam deadlines on periodic basis to its students
- add information pertaining to IRM's exams and Scholarship Programme along with IRM logo on its website and all platforms as per the pre-approved content provided by IRM India Affiliate
- provide opportunity to IRM India Affiliate to conduct webinars and info-sessions virtually or on campus for all streams as may be mutually decided
- not alter, modify, tweak any marketing materials, communications used for marketing purposes, without approval from IRM India Affiliate
- support in creating batches by creating awareness about IRM's ERM pathway and ERM as a career opportunity
- collect fees for the IRM's Level 1 ERM exam as per "Scholarship Schedule"
- honour the invoice raised by IRM India Affiliate and remit the fees (after deducting the revenue share as per the "Scholarship Schedule") to IRM India Affiliate within 15 days of the date of invoice in order for IRM India Affiliate to release the exam slip and materials to the students

Nothing in this MOU is intended to, or operates to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party

has authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

All the Intellectual Property Rights with respect to IRM's Qualifications and study materials provided by IRM or IRM India Affiliate given to the students etc. are owned by IRM India Affiliate and/or IRM, as the case may be, and shall solely belong to IRM India Affiliate and/or IRM, as the case maybe and cannot be used without the previous written consent of IRM India Affiliate and/or IRM.
IRM India Affiliate represent and warrant as under:

- 1.1.1 It is legally constituted under the applicable laws and is competent to enter into this Agreement with Institution;
- 1.1.2 The execution of this Agreement is not in contravention to the laws to which IRM India Affiliate is subjected to;
- 1.1.3 All the necessary approvals for execution of this Agreement have been obtained and all such approvals are valid and subsisting on the date of this Agreement.

Institution represents and warrants as under:

- 1.1.4 It is legally constituted under the applicable laws and is competent to enter into this Agreement with IRM India Affiliate;
- 1.1.5 The execution of this Agreement is not in contravention to the laws to which Institution is subjected to;
- 1.1.6 All the necessary approvals for execution of this Agreement have been obtained and all such approvals are valid and subsisting on the date of this Agreement.

During the currency of this MOU and twelve (12) months from the date of termination of this MOU, neither Party shall solicit any employee of the other Party who is, or was, involved in the discussions or any subsequent collaboration between the Parties.

This MOU shall be valid for such period as may be mutually agreed between both Parties. Each Party shall have the right at any time by giving not less than thirty (30) days' written notice to the other Parties to terminate this MOU.

It has been mutually agreed between the Parties that:

- (a) Mr. Kosha Parekh (Academics Office of IRM India Affiliate) and/or any person nominated by IRM India Affiliate, shall be the authorised person for IRM India Affiliate, for all matters in regards to this MOU;

(b) **Dr Rakhi Sharma- Academic Head , Jai Hind College** from Institution and/or any person nominated by the Institution, shall be the authorized person for Institution, for all matters in regards to this MOU; and


This MOU contains the entire understanding and agreement between the Parties as to the subject matter hereof, including the treatment of the Confidential Information, responsibilities and the scope. This Agreement supersedes all communications, negotiations, commitment agreements, or understandings prior to the date hereof, pertaining to the subject matter of this Agreement.

Scholarship Schedule

(not to be disclosed publicly but only communicated to students through private Institution platforms)

Level	Fees	Condition for availing special fees by the Institution / students	Special Fees for Institution Students to be collected by Institution	Fees to be remitted to IRM India Affiliate per student
1 Foundation ERM Examination	INR 29,500	None	• INR 26,000	• INR 21,000 including GST

Signed and Delivered
By the within named "IRM India Affiliate"
Through its CEO
Mr. Hersh Shah
in the presence of


01/08/2023

Dabholkar
1/8/23

Signed and Delivered
By the within named "Jai Hind College"
Through its' **Principal**
Dr Vijay Dabholkar
in the presence of