

AGREEMENT OF COOPERATION

This **Agreement of Cooperation** (hereinafter referred to as the "**Agreement**") is entered into and executed at Chennai, Tamilnadu, India, on this **19 day of NOVEMBER, 2018** (hereinafter referred to as the "**Effective Date**") by and between:-

Miles Education Private Limited, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No. U22219TG2011PTC076218 and having its Registered Office situated at Ground -1 Floor, JST – Silicon, Kondapur, Hyderabad – 500084 (hereinafter referred to as the "**Miles**", which expression shall unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors, administrators, executors, representatives and permitted assigns) of the **FIRST PART**.

AND

Loyola College, Sterling Road, Nungambakkam, Chennai, Tamilnadu – 600034, India, which expression shall unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors, administrators, executors, representatives and permitted assigns) of the **SECOND PART**.

For the purposes of this Agreement, "**Miles**" and "**Loyola College**" have been individually referred to as a "**Party**" and collectively as "**Parties**".

WHEREAS:

1. **Miles** is the official partner of Institute of Management Accountants, US (hereinafter referred to as "**IMA**"), and Wiley India Pvt. Ltd. (hereinafter referred to as "**Wiley**") to provide CMA training across India using the IMA-licensed Wiley CMA-excel Learning System (hereinafter referred to as the "**Wiley CMA Study Material**") and Miles' proprietary CMA training videos and notes (hereinafter referred to as the ("**Miles CMA Training Aids**") and all these partner parties are jointly referred to herein as "**Participating Associates**".
2. **Loyola College** is an educational institution, and is desirous to enter into this present Agreement with Miles to impart training on Certified Management Accountant (CMA), US, on a non-exclusive basis, as per the terms and conditions of this Agreement at its campuses.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby actually acknowledged), the Parties with intent to be legally bound hereby have entered into this present Agreement.

1. Responsibilities and covenants of Miles:

- a) Miles hereby agrees to provide Wiley CMA Study Material, Miles CMA Training Aids and other support to Loyola College as detailed in Annexure-A in consideration for the commercial terms as detailed in Annexure-A.
- b) Miles will facilitate faculty development program for the CMA program.
- c) Miles will facilitate classes and guest lectures by Miles faculty and/or industry experts as per schedule agreed from time to time.
- d) Miles will facilitate collaborative research for faculty with the IMA in the areas of accounting and finance.
- e) Miles will assist in promoting the CMA qualification.
- f) Miles will assist in course design for the IMA endorsement of the program.
- g) Miles will help the students avail special IMA discounts which may be applicable on the official IMA fees via the IMA-Wiley-Miles partnership.
- h) Miles will assist Loyola College in differential campus placements for students who have cleared both the parts of the CMA exams.

2. **Responsibilities and covenants of Loyola College:**
- a) Loyola College will facilitate all the requisite training and Miles' support to the enrolled students to clear the CMA exams.
 - b) Loyola College will recommend the IMA-licensed Wiley CMA Study Materials for the students.
 - c) Loyola College will encourage students to take CMA exams which would help them in their career progression besides making them eligible for the differential campus placements.
 - d) Loyola College will ensure payment of fee detailed in Annexure-A to Miles on a timely basis.
3. Loyola College hereby agrees not sell, distribute or cause to sell/distribute the Wiley CMA Study Material and/or Miles CMA Training Aids to re-sellers, distributors or any others other than students undergoing the CMA course under the enrolment data of Loyola College.
4. The Parties undertake to keep confidential and not disclose the contents of this Agreement, as well as all information disclosed to or obtained by the Parties from each other pursuant to this Agreement, and other information or documents that may come into the possession of the Parties in connection with performance of their obligations under this Agreement.
5. The Parties hereby acknowledge that any and all of the copyrights, trademarks, trade names and other intellectual property rights subsisting in or used in connection with the Parties or with IMA or Wiley are and shall remain the sole and exclusive property of the respective owners in perpetuity, both during and after the term of this Agreement. Nothing in this Agreement shall be deemed or construed to mean or imply that any intellectual property rights subsisting in Wiley CMA Study Material or Miles CMA Training Aids is transferred or transmitted to either Loyola College or to any other third party whomsoever.
6. The Parties further acknowledge that either party acquires no rights, title and interest in any of the proprietary materials of the other including of their Participating Associates and either party shall not have any right to register, display or advertise any trademarks, copyrights and other intellectual property rights of the other together with its own or under its own name and all goodwill in the names and trademarks of the respective Party shall pertain to and remain exclusively with the respective owners during or at any time after the expiry or termination of this Agreement.
7. The Parties further agree and acknowledge that either of them shall be entitled to terminate this Agreement with immediate effect by giving a Notice in writing to the other at any time if it finds out, discovers or comes to know of any violation/infringement of copyrights and other intellectual property rights of the other including that of Participating Associates.
8. All Notice/s to be given under this Agreement shall be made in writing in English and shall be delivered either by (1) Registered Post, or (2) by Courier Service or (3) by electronic mail (to the herein specified email id/s) scanned with duly signed written confirmation to their respective following addresses, unless otherwise designated or changed by written notice by the Parties hereto.

Miles:

Name: Miles Education Private Limited
Attention: Mr. Michael Wagner
Designation: General Manager
Address: Ground -1 Floor, JST – Silicon, Kondapur, Hyderabad – 500084
Email: michael.wagner@mileseducation.com

Loyola College:


Name: Loyola College
Attention: Mr Daniel Augustus
Designation: Director LIAC
Address: Sterling Road, Nungambakkam, Chennai, Tamilnadu – 600034, India,
Email: danielaugustus1@gmail.com


9. This Agreement is valid for an initial period of 3 years from the date of execution and is renewable for further additional periods through a written Addendum duly signed by both the parties at the time of renewal. This Agreement is executed in two counterparts. Each counterpart shall be deemed to be original and each party shall have/retain one original.
10. This Agreement may be terminated without any reason/cause by either of the Parties by giving not less than 3 months' notice in writing to the other Party at the address given in the Agreement.
11. In case of termination of agreement by either party, both parties agree and ensure that the present batch course & classes would not be affected by any means till its completion.


IN WITNESS WHEREOF, the Parties to this Agreement have hereunto subscribed their respective hands by its authorized signatories on the date first above written/mentioned, in presence of the Witnesses.


For Miles Education Private Limited

For Loyola College,


Mr. Michael Wagner
General Manager


Rev. Dr. F. Andrew S.J
Principal
LOYOLA COLLEGE
CHENNAI - 600 034

Witness 1:
Signature: 
Name: Harish Arjunan
Designation: Manager –IR

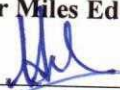
Witness 2:
Signature: 
Name: Mr. Daniel Augustus
Designation: Director LIAC
DIRECTOR
Loyola International Academic Collaboration
LIAC
Loyola College, Chennai - 34.

Annexure A: Commercial Terms

The below stated terms and conditions have been expressly agreed by and between Miles and Loyola College:

Sl.	Items	Details
a)	Miles Offerings & Support (Core curriculum)	<ol style="list-style-type: none"> 1. Provide Wiley CMA Study Material and Miles CMA Training Aids 2. Miles Faculty will take the CMA program. 3. Facilitate classes and guest lectures by Miles faculty and/or industry experts as per schedule agreed from time to time. 4. Facilitate collaborative research for faculty with the IMA in the areas of accounting and finance. 5. Assist in admission counseling for the program. 6. Assist in course design for the program. 7. Help the students avail special IMA discounts which may be applicable on the official IMA fees via the IMA-Wiley-Miles partnership. 8. Assist in campus placements for students who have cleared both the parts of the CMA exams.
b)	Price & Payment Terms (Core curriculum)	<ol style="list-style-type: none"> 1. IMA fee for study materials - $\\$525 \times 74 = \text{INR } 38,850$ 2. Miles Training Fees = 40,000 (with 30% discount) = 28,000 + GST 18% = INR 33,040 <p align="center">Total $33,040 + 38,850 = \text{INR } 71,890$</p> <p>Payable to Miles Education Pvt Ltd: INR 71,890 over 4 semesters. Miles would pay to Loyola college INR 10,000 + 18% GST per student towards infrastructure & Maintenance costs of providing classroom, power & support services to conduct classes/ training</p> <p>Miles would offer 10 scholarships to the top 10 students based on a test. These students will be waived the IMA membership fee of 50\$ (Fifty US dollars) for two years & certification exam fee of 405 \$ (Four hundred & five US dollars only)</p> <ol style="list-style-type: none"> 1. INR 17,973 payable per student is payable at the beginning of Semester I 2. INR 17,973 payable per student is payable at the beginning of Semester II 3. INR 17,973 payable per student is payable at the beginning of Semester III 4. INR 17,973 payable per student is payable at the beginning of Semester IV
c)	IMA fees (to be paid directly by the students)	<p>Students would pay directly to IMA:</p> <ul style="list-style-type: none"> • At the time of enrolment - IMA 2-year membership = \$50 (discounted from \$78) • At the time of exams - CMA certification entrance & exam fees at 50% discount (currently, \$405 as discounted from \$810)

For Miles Education Private Limited


Mr. Michael Wagner
 General Manager

Witness 1:
 Signature: _____

Name : Harish Arjunan
Designation: Manager – IR

For Loyola College


Rev. Dr. F. Andrew S.J
 Principal

Witness 2:
 Signature: _____

Name : Mr. Daniel Augustus
Designation: Director LIAC

Principal
LOYOLA COLLEGE
CHENNAI - 600 034
DIRECTOR
 Loyola International Academic Collaboration
LIAC
 Loyola College, Chennai - 34.