

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

FINMARK TRAINERS INDIA PVT LTD

AND

ALBERTIAN INSTITUTE OF MANAGEMENT, ERNAKULAM

This Memorandum of Understanding (MoU) is a service agreement to provide content for the courses both offline and Online, offer training to students and conduct certification exams between **Finmark Trainers India Pvt Ltd (Finmark)**, a company registered in India and having its Registered Office at No 19, Shanti Nagar, Rajagiri P O, South Kalamassery, 683 104, Kochi, Kerala, India and the **Albertian Institute of Management**.

To this end the parties operating under this MoU agree as follows:-

A. PURPOSE: Finmark is a leader in financial market education and imparts financial market training across the country. With the capital markets booming, there is a dearth of trained and certified manpower. Finmark conducts short-term, placement-focused skill enhancement trainings across the country. It has strong tie-ups with leading BFSI companies and helps them source knowledgeable and skilled resources that are productive for organisations in the least possible time.

Albertian Institute of Management (AIM), is one of the major business school based in Kochi, Kerala, India. The school is part of St. Albert's College, established by Archdiocese of Verapoly. AIM is affiliated to Mahatma Gandhi University, Kottayam.

The parties intend to enter into an MoU to Provide Certification programs for the students of the College in association with FINMARK as their knowledge, training and certifying partner.

B. CERTIFICATION PROGRAM: Finmark will provide course content, train students and conduct offline /online exams for the FINANCE MARKET PROFESSIONAL PROGRAM (FMP) as per the NISM syllabi for Module II, III & IV and as per NSE syllabi for Module I. The FMP consists of four modules

- i. FUNDAMENTALS OF CAPITAL MARKET
- ii. MUTUAL FUNDS
- iii. SECURITIES OPERATIONS AND RISK MANAGEMENT
- iv. INVESTMENT ADVISOR (LEVEL 1)

C. Finmark shall run both online and offline certification programs for the nominated MBA students of AIM.

D. RESPONSIBILITIES: Finmark will be responsible to provide the content (both offline and online). The online content will be provided in two stages. In the initial stage, only offline content would be provided. In the second stage, a complete E-Learning module will be provided to AIM. Further, Finmark will offer training to the students and prepare to sit for both offline and online exams. Till the Online modules are ready for offer, all the Modules will be offered to the students only in offline mode. In the offline mode, Finmark will depute suitably qualified and experienced trainers to handle the sessions. Finmark will also let its brand to be used by AIM for their marketing efforts. Finmark will issues certificates at the end of each modules to those students who have successfully completed those modules.

AIM on its part will be responsible to promote these courses among students and will be responsible in hosting the content and pricing of the courses in consultation with Finmark.

E. FINANCIAL AGREEMENT: Finmark and AIM agree to the revenue sharing structure as per the **Schedule** mentioned in Page # 5 of this MOU.

F. PAYMENT: AIM shall pay the course fee to Finmark as soon as the same is collected from the students. Finmark will formally produce an Invoice for the same.

G. TERM: Terms of this MoU shall be for the course of **Three years**, commencing on the 1st of September, 2017. The MoU can be renewed for a further period of three years on terms agreed by the parties at that time.


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H. TERMINATION: This MOU may be terminated by either party by notice in writing with a months' notice period. .

I. CONFIDENTIALITY OF INFORMATION: The parties herewith undertake to treat confidentially all information that they obtain directly or indirectly from each other within the framework of the student mobilization and training engagement. Confidential treatment means that the information obtained may not be made available to a third party and that the information may not be used for the parties' economic purposes or for the purposes of a third party. The parties undertake to use the information obtained solely for the purpose stipulated in the preamble. Any use going beyond that purpose or the conveying of information to a third party requires the written consent of both parties.

J. FORCE MAJEURE: Non-performance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, war, terrorism, act of God, government acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

K. NON-COMPETE and NON- POACH: Finmark and its employees should not propose any potential project directly with the Client(s)/ Students for whom work is undertaken as part of this MoU without the formal and written consent of the other party.

L. LANGUAGE: The parties hereto are satisfied that this MOU and all related documents be drawn for training purposes or any other purposes in the English language.

M. ALTERATION: Alterations and supplements to this MOU must be made in writing to hold validity.

N. Neither of the parties shall do any act which is unethical, immoral or against any prevailing or future Law of India

O. REGISTRATION FOR THE PROGRAM: AIM shall nominate one its Faculty as the Course Coordinator for this program. AIM shall notify the admission date for its First Year Degree students to Finmark fifteen days before the admission date. A Finmark employee and the Course Coordinator shall be present on the admission day at a designated desk.

P. CONDUCTING OF THE CLASSES: The delivery of the programs shall be at the AIM campus at Ernakulam. The exact date shall be finalized jointly by Finmark and AIM one month before the actual training dates.

Q. INTERNSHIP : During the winter vacation of the students, Finmark shall strive to use its good offices to try and organize internships for a period varying from 10 days to one month. Finmark and AIM understand that Internship is subject to Internships being available at that particular point.

R. EMPLOYMENT OPPORTUNITY: When the students complete their MBA program, Finmark shall use its good offices to bring potential employers to AIM or otherwise render help to the students to find suitable jobs.

S. PREPARATION FOR INTERVIEW: Finmark shall organize a two day session (at no cost to AIM or to the students) to improve the soft skills of the students (who have completed all the four modules) and conduct mock interviews. This session will be open only to Final students.

T. EXAM: At the end of each training module, Finmark shall conduct a test. The test date unless otherwise agreed shall be on the last day of the training for each module. If any student fails or misses the exam for whatever reason, Finmark shall organize a retest. The student concerned will have to pay a retest fee of Rs.400 per exam.


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U. FEES: The fees paid to Finmark shall not be refundable under any circumstances.

DECLARATION: IN WITNESS WHEREOF, THE UNDERSIGNED PARTIES, BY THEIR DULY AUTHORIZED REPRESENTATIVES BELOW, HAVE EXECUTED AND ENTERED INTO THIS MoU AS EFFECTIVE OF THE DATE SIGNATURE.



PRADEEP CHANDRASEKARAN
DIRECTOR
FINMARK TRAINERS INDIA PVT LTD



DR. GEO JOS FERNANDEZ
DEAN
ALBERTIAN INSTITUTE OF MANAGEMENT
KOCHI-682018

SCHEDULE

REVENUE SHARING MODEL

	Cost Per Module (Rs)
Total	1240
Share of Finmark	1000
Share of AIM	200
Incentive for Course Coordinator	40

The fees payable to Finmark includes GST.



PRADEEP CHANDRASEKARAN
DIRECTOR
FINMARK TRAINERS INDIA PVT LTD