



தமிழ்நாடு தமிலநாடு TAMIL NADU Rs. 20/-

04AC 101142

ST. XAVIER'S COLLEGE
(Autonomous)
PALAYAMKOTTAI - 627 002.

27 JAN 2023



ST. XAVIER'S COLLEGE,
PALAYAMKOTTAI,
TAMILNADU, INDIA



INTERNATIONAL SKILL
DEVELOPMENT CORPORATION [ISDC],
BENGALURU, KARNATAKA

MEMORANDUM OF UNDERSTANDING (MoU)

Between

INTERNATIONAL SKILL DEVELOPMENT CORPORATION [ISDC],
BENGALURU, KARNATAKA

And

ST. XAVIER'S COLLEGE (AUTONOMOUS), PALAYAMKOTTAI, TAMILNADU

This Agreement is made on the 8th day of June, 2023 between International Skill Development Corporation [ISDC], Bengaluru for represented by its Regional Head - Partnerships Mr. C. R. Aravind herein after referred to as "ISDC" or the first party and St. Xavier's College (Autonomous), Palayamkottai (SXCP) represented by its Principal, Rev. Fr. Dr. S. Mariadoss, (herein after referred to as "SXCP" or as the second party.



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Both Parties as above have expressed a desire of entering a Memorandum of Understanding to meet their respective objectives, which are set out herein below.

WHEREAS


- a. The First Party - ISDC, a Skill Development & Education Company having expertise in Professional and Vocational Education and is interested in associating with the Second Party to develop, promote and deliver B.Com Honours with ACCA which is integrated with the ACCA Professional Qualification and accredited by the ACCA (Association of Chartered Certified Accountants); the Global Body for Professional Accountants.
- b. The Second Party –SXCP, on its part is interested in associating with First Party for using their expertise to develop, promote and deliver B.Com Honours with ACCA as the Undergraduate program of SXCP with their Academic Autonomy which helps students to access ACCA Professional Qualification along with their Undergraduate degree from Manonmaniam Sundaranar University.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.

This Memorandum of Understanding (“**MOU**”) is not intended to be, legally binding except as specifically set out below.

1. The First Party shall support the Second Party to develop the B.Com Honours with ACCA program and the students enrolled for the B.Com Honours with ACCA can access ACCA Professional Qualification along with their Undergraduate Degree from Manonmaniam Sundaranar University.
2. It is the responsibility of the Second Party to get the necessary approvals for running the program at SXCP. The final approved syllabus by the Board of Studies and Academic Council of the institution for B.Com Honours with ACCA Programme with the exemptions availed from ACCA through accreditation process will be given as Annexure 2.




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3. The First Party can use the name of the Second Party for promoting this Partnership. The Second Party can also use the name of First Party for advertisements and promotional purposes.
4. The admission criteria and the number of seats for the above said program are fixed by the Second Party in consultation with First Party.
5. The First Party facilitates train the trainer program to the Faculties of the Second Party, as per mutually agreed time schedule.
6. The First Party provides digital version of the relevant Learning Materials to the students enrolled.
7. The First Party provides additional training support/ master classes to the students enrolled for B.Com Honours with ACCA and the number of hours per subject / per module is given in the Annexure 1.
8. All responsibilities regarding registration of the students with ACCA should be dealt with, by the First Party. The students have to follow the Rules and Regulations of ACCA to appear the examination and pursue the qualification/ membership and designation.
9. The relevant fee to ACCA has to be paid by the students directly as per the rules and regulations set by the ACCA time to time as per Annexure 2.
10. Out of the Tuition Fees Collected, the Second Party has to make the necessary payment to the First party as per the table given below:

Courses/Offerings	ISDC Fees
B-Com Honours with ACCA - UK	<p>One time payment of INR 36,000 Per Student for the Whole Course Fees to be paid in two installments</p> <ul style="list-style-type: none"> • INR 18,000 to be payable before 30th Oct 2023 • INR 18,000 to be payable before 28th February 2024




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Please note:


- a. This is for the Batch of 2023-24 while the same will continue for subsequent fresh batches.
 - b. The Specified commercials does not include GST or any other tax components.
 - c. The mentioned fee to be collected by the college and paid to ISDC against the Invoice raised.
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11. The complete list of Students of the course shall be provided to the First Party by the Second Party. Changes in Students, if any, shall be communicated by the representative of the Second Party to the First Party immediately.
 12. The college will comply by providing the required documents for ACCA Accreditation, academic program guide with details of the integrated syllabi and sample question papers within 30 days from the date of MOU signing.
 13. It is intended that the terms of this MoU will remain in force for an initial period of three years set out above i.e., the completion of First Batch or is otherwise terminated in accordance with the provisions of Clause (14). The MoU can be extended for further periods after the expiry of three years upon the parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both parties on mutual consent.
 14. Either Party shall be entitled to terminate the MOU on 60 days' notice. The MoU will automatically terminate:
 - Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
 - Terminates any Binding Agreement for cause.
 - In the event of the termination of the agreement, the First Party agrees to complete the existing batches on agreed terms.
 15. All Intellectual Property created by a Party in connection with the collaboration shall remain the property of that Party. The Parties agree that any material jointly created by the Parties for the collaboration shall be jointly owned (based on the Contributions) by the Parties, unless otherwise agreed in writing.



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16. Where the collaboration reasonably requires the use by one Party of Intellectual Property that is owned by the other Party (the “**IPR Owner**”), the IPR Owner will license such rights to the other Party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the collaboration. Any such license will automatically terminate when the MoU is terminated.
17. For the purposes of this MoU, “**Confidential Information**” shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either Party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including Financial Information, Training & Learning Material, Trade Secrets, University / College Lists, Trade and Commercial Details and Computer Software and Databases, the Contents of all Reports and Documentation prepared by either Party or on its behalf and any other information of a confidential nature designated by a Party as confidential; Each of the Parties shall at all times while this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:
- The Confidential Information was already lawfully known, or became lawfully known to either of the Parties independently.
 - Disclosure or use is necessary by either of the Parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
 - Disclosure is required by law to any Government, Governmental Department, Agency, Regulatory or Fiscal Body or Authority (whether national or foreign) and their Authorised Agents (including professional advisers);
 - The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC Group of Companies.
 - Each Party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other Party.




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18. All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration as per the **Arbitration and Conciliation Act, 1996.**

19. In case of any disputes not settled due to arbitration it will be subject to the courts of Chennai Jurisdiction.

Each party hereby confirms its agreement to the terms contained in this MOU on this 8th day of June, 2023.

On behalf of

SXCP

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Rev. Fr. Dr. S. Mariadoss, S.J.

Principal

St Xavier's College, Palayamkottai.

ISDC

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Mr. C. R. Aravind

Regional Head - Partnerships.


ISDC

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

On this 8th day of June 2023

Witness:

SXCP

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Dr. R. Nemorias Fernando, Ph.D

HoD, B.Com Honours

Assistant Professor and Head

Dept. of B.Com Honours

St Xavier's College (Autonomous)

Palayamkottai, Tirunelveli


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ISDC

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Mr. M. Divanand

Regional Manager Business

Development

Annexure 1

Master Training sessions by ISDC Trainers through offline mode:

Subject	Training Hours
Financial Reporting (FR)	30 hours
Audit and Assurance (AA)	30 hours
Financial Management (FM)	30 hours


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Annexure 2

ACCA Exam fees		
Exams	ACCA Papers	GBP
Exempted	Business & Technology (BT)	0
Exempted	Management Accounting (MA)	0
Exempted	Financial Accounting (FA)	0
Exempted	Corporate and Business Law (CL)	0
Exempted	Performance Management (PM)	0
Exempted	Taxation (TX)	0
Exam	Financial Reporting (FR)	132
Exam	Audit and Assurance (AA)	132
Exam	Financial Management (FM)	132
Exam	Strategic Business Leader (SBL)	240
Exam	Strategic Business Reporting (SBR)	172
Exam	Advanced Financial Management (AFM)	172
Exam	Advanced Performance Management (APM)	172
	Total	1152

*The mentioned exam fees are as per standard entry

** Annual Subscription payable separately 122 GBP

Please Note:

The ACCA Fess can be found on the URL given below and it is subject to the discretion of ACCA.

<http://www.accaglobal.com/in/en/qualifications/accountancy-career/fees/fees-charges.html?countrycode=India>

In addition to the above Fees, the students will have to pay **20 GBP towards Initial Registration**


The Exemption Fees for the exempted papers from ACCA is waived off. [Benefit for the student is **approx. 600 GBP**]. **There is no wavier for Annual Subscription and Examinations Fees.**


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Annexure 3

The Proposed/Approved Syllabus for B.Com Honours with ACCA – UK is mentioned below


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