

**AGREEMENT (MOU)**

**MVP Samaj'S K.T.H.M. College Nashik  
(K.R.T.Arts, B.H. Commence and A.M. Science  
College)  
Gangapur Road Nashik**

**AND**

**Dhanashree Enterprises (Franchisee Holder)  
The Institute Of Computer Accountants Nashik  
ICA Edu Skills Pvt Ltd., Kolkata**

## Agreement

THIS AGREEMENT is made and executed at Nashik on 16<sup>th</sup> December, 2019

BETWEEN

**MVP Samaj'S K.T.H.M. College Nashik ( K.R.T.Arts, B.H. Commence and A.M. Science College )** represented by the Principal having its registered office at Gangapur Road K.T.H.M. Campus Nashik as mention above hereinafter referred to as "**COLLEGE**" (which term shall wherever the context so requires, mean and include its successors and assigns) of the "**FIRST PART**"

AND

**"DHANASHREE ENTERPRISES "FRANCHISEE HOLDER OF THE INSTITUTE OF COMPUTER ACCOUNTANTS**, a unit of ICA Edu Skills Pvt. Ltd., a company registered under the provisions of the Companies Act, 1956 having its Registered Office at 27, N. S. Road, 4<sup>th</sup> Floor, Kolkata- 700 001 (W.B) through its authorized signatory/ CEO which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-office and assigns of the "**SECOND PART**"

**Whereas, Second Party** is owner of brand "ICA" and is in the profession of providing training or education in accountancy and information technology, through the use of computer based systems, through its Nashik ICA College Road Center.

**Whereas, First Part** is a college and it is in a trade of imparting graduation/ post-graduation level education to its students.

**Whereas, Second Part** is owner of brand "ICA" and is in the business of providing training or education in accountancy and information technology, through the use of computer based systems.

**AND WHEREAS** the College has shown interest to have the college tie-up with Second part to enable the college to impart training in the courses of ICA for its students at and from the college premises;

**AND WHEREAS** ICA to impart Training of the courses in full or modular at the college premises itself without however making ICA liable in any manner whatsoever;



NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS -

**1. DEFINATIONS:**

- 1.1. The term "Commencement" shall mean the date of signing of agreement.
- 1.2. The term "Centre" shall mean the Classrooms/Lab at College premises.
- 1.3. The term "Month" shall mean a calendar month and "Year" shall mean an academic year (i.e. from 16<sup>th</sup> December, 2019 to 31<sup>st</sup> March, 2020) subject to completion of the course, if the course is not complete the above period will extend accordingly)

**2. RESPONSIBILITY:**

**FIRST PART:**

- 2.1. The College shall provide the infrastructure like classrooms and computers; if the computers are not available then ICA Nashik College Road location is available for Lab Assitenance to conduct the course.
- 2.2. The College shall provide students for each batch.
- 2.3. The College shall look after the maintenance of classrooms and computers.
- 2.4. The College shall be expected to render full support and co-operation during the Functioning of the entire courses at the College premises.
- 2.5 The College will collect the fees from the students and payment will be made to "Dhanashree Enterprises "

**Second PART:**

- 2.5. ICA Nashik Centre will provide the Notes/Contents and certificates to the students.
- 2.6. It will conduct the Examinations of the students.
- 2.7. If required it will train the Faculties of the First part.
- 2.8. It will be the responsibility of ICA Nashik Centre to provide train faculties for the mention course at college premises

**3. ACADEMIC COMMITTEE:**

An academic committee shall be formed by Second Part to monitor the syllabus, progress of the course and fees structure as may be presently applicable including any increase there at.

**4. ACADEMIC EXECUTION:**

1. The course "**TALLY ERP 9 (LITE) COURSE WITH G.S.T.**" 30 Hrs Course contents as enclosed in the Annexure attached.
2. ICA Nashik College Road Centre will provide contents/notes for the same.
3. College would carry on the internal marketing of the courses to their students, encouraging them to enroll for other courses. Second part would support College for such activities by holding seminars regarding the courses of ICA in their classrooms.
4. In case of any change, modifications or alterations to the above terms the same shall be subject to written approval from both the parties.



## 5. FEES SHARING:

- 5.1 The total fees for the course is Rs. 250/- and the sharing will be the First will get 20% of the fees collected from the students.
- 5.2 The Second part will get 80% of the total gross collection from the students.
- 5.3 The Fees will be collected by the College and it will pay after certificate issue to students, and course completion of each batch, the fees will be paid to "Dhanashree Enterprises"
- 5.4 G.S.T is not applicable in above fees.

## 6. MANPOWER:

- 6.1. The CA Faculty, Computer Faculty is provided by ICA and The Managerial and Non-Teaching staff required for the Centre shall be provided by the College.

## 6.2 SECURITY:

College will have to bear the sole responsibility of the security of the computer and other things of the centre.

## 7. VALIDITY:

- 7.1. This agreement shall come into force from the date of signing and will be valid till 28<sup>th</sup> February 2020.
- 7.2. Negotiations as to any extension of this agreement of another **month** to the terms of any such extension shall be taken up one (1) month prior to the expiry of this agreement subject to the approval of the Governing Body of the College and ICA. The Agreement shall stand NULL & VOID thereupon.

## 8. TERMINATION:

There is no termination clause applicable for this agreement.


## 9. ARBITRATION:

Any dispute or differences, which may arise out of this Agreement or in the institution there are, included any dispute relating to its validity or effect shall be settled under the Arbitration of Dr. V.B. Gaikwad or any other person appointed by **MVP Samaj'S K.T.H.M. College Nashik (K.R.T.Arts, B.H. Commence and A.M. Science College)** Nashik under the provisions of Arbitration & Conciliation Act, 1996.

## 10. JURISDICTION

All Legal Matters will be heard and settled in the City of Nashik Jurisdiction only.

IN WITNESS WHEREOF the parties hereto have hereunto caused their respective Common Seal to be hereunto affixed the day, month and the year first above written.

  
Principal  
K.R.T. Arts, B.H. Commerce &  
A.M. Science College Nashik-2.

Witness:

1. Name: Dr. S.K. Muthal  
Address: K.T.H.M. College  
Nashik

2. Name: Prof. D.G. Pote  
Address: K.T.H.M. College  
Nashik.



For The Institute of Computer Accountants

  
SECOND PART  
Authorized Signatory

