

**AGREEMENT OF COOPERATION**

**Between**

**BRIHAN MAHARASHTRA COLLEGE OF COMMERCE**

**And**

**MILES PUBLICATIONS PRIVATE LIMITED**

## AGREEMENT OF COOPERATION

This **Agreement of Cooperation** (hereinafter referred to as the “**Agreement**”) is signed inter-alia by the herein mentioned Parties and is entered into and executed at Pune, India, on this **18th day of January, 2017** (hereinafter referred to as the “**Effective Date**”) **by and between:-**

**Miles Publications Private Limited**, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No. U22222AP2013PTC085437 and having its Registered Office situated at 38-8/2, Chenna Reddy Nagar, Gandhinagar, Hyderabad 500037 (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**

**Brihan Maharashtra College of Commerce**, located at 845, BMCC Road, Deccan Gymkhana, Shivajinagar, Pune 411004 (hereinafter referred to as “**BMCC**”, 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 “**BMCC**” 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. BMCC 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 mutually 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 BMCC as detailed in Annexure-A in consideration for the commercial terms as detailed in Annexure-A.
- b) Miles will facilitate training as per schedule agreed with and Miles and BMCC from time to time.
- c) Miles will facilitate collaborative research for faculty with the IMA in the areas of accounting and finance.
- d) Miles will assist in promoting the CMA qualification by providing marketing materials and counseling support.
- e) Miles will assist in course design for the IMA endorsement of the program.
- f) Miles will help the students avail special IMA discounts which may be applicable on the official IMA fees via the IMA-Wiley-Miles partnership.
- g) Miles will assist BMCC in campus placements for students who have cleared both the parts of the CMA exams.

**2. Responsibilities and covenants of BMCC:**

- a) BMCC will facilitate all the requisite training and Miles' support to the enrolled students to clear the CMA exams.
  - b) BMCC will recommend the IMA-licensed Wiley CMA Study Materials for the students.
  - c) BMCC 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) BMCC will ensure payment of fee detailed in Annexure-A to Miles on a timely basis.
3. BMCC 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 BMCC.
  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 BMCC 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 Publications Private Limited  
Attention: Mr. Varun Jain  
Designation: Managing Director  
Address: 38-8/2, Chennai Reddy Nagar, Gandhinagar, Hyderabad 500037

**BMCC:**

Name: Brihan Maharashtra College of Commerce  
Attention: .  
Designation: Principal  
Address: Pune

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. The provisions of this Agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the Parties hereto.
12. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment or modification.
13. Nothing contained herein shall or shall be deemed to create any partnership, agency, association, trust, or joint venture between the Parties, or their representatives and employees and nothing herein shall be deemed to confer on either Party any authority to incur any obligation or liability on behalf of the other Party.
14. This Agreement along with its Annexure A shall constitute the entire Agreement as understood between the Parties relating to the subject matter of this Agreement and supersedes all prior writings, negotiations, representations or understandings with respect to the matters referred to herein unless otherwise confirmed in writing between the Parties.
15. The Parties shall not transfer or assign the present Agreement or any right or obligation hereunder, without the prior written consent of the other Party.
16. This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be subject to and be governed by the applicable laws of India, and any conflicts thereon shall be tried by the competent courts of appropriate jurisdiction.
17. The Parties expressly acknowledge that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favour of either Party, but shall be construed in a neutral manner.

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

**Brihan Maharashtra College of Commerce**

**Miles Publications Private Limited**



\_\_\_\_\_  
Name: Mr. Kiran Shaligram  
Designation: CDC Chairman



\_\_\_\_\_  
Name: Mr. Varun Jain, CPA, CMA  
Designation: Managing Director



\_\_\_\_\_  
Name: Dr. Chandrakant Rawal  
Designation: Principal

**Witness:**

\_\_\_\_\_  
Name: Dr. Ashish Puranik  
Designation: Vice Principal

\_\_\_\_\_  
Mr. Fenil Vadakken  
Associate Vice President

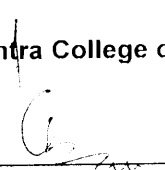
### Annexure A: Commercial Terms

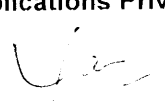
The below stated terms and conditions have been expressly agreed by and between Miles and BMCC:

<b>Sl. Items</b>	<b>Details</b>
a) <b>Miles Offerings &amp; Support</b>	<ol style="list-style-type: none"><li>1. Provide <b>Wiley CMA Study Material</b> and <b>Miles CMA Training Aids</b></li><li>2. Facilitate <b>Train The Trainer (TTT)</b> program.</li><li>3. Facilitate <b>collaborative research</b> for faculty with the IMA in the areas of accounting and finance.</li><li>4. Assist in <b>promoting the CMA qualification</b> by providing marketing materials and Counseling support</li><li>5. Assist in <b>course design</b> for the IMA endorsement of the program.</li><li>6. Help the students avail <b>special IMA discounts</b> which may be applicable on the official IMA fees via the IMA-Wiley-Miles partnership.</li><li>7. Assist in <b>differential campus placements</b> for students who have cleared both the parts of the CMA exams.</li></ol>
b) <b>Price &amp; Payment Terms</b>	<p><b>INR 45000/-</b> per student of which: (Integrated Model)</p> <ol style="list-style-type: none"><li>1. INR 15,000 per student is payable at the beginning of Semester III</li><li>2. INR 15,000 per student is payable at the beginning of Semester IV</li><li>3. INR 15,000 per student is payable at the beginning of Semester V</li></ol> <p><b>INR 45000/-</b> per student of which: (add on Model)</p> <ol style="list-style-type: none"><li>1. INR 26,500 per student is payable at the time of Enrollment</li><li>2. INR 18,500 per student is payable at the beginning of CMA Part II paper</li></ol> <p>IMA Fee will be updated in 4 Party MoU.</p>
c) <b>IMA fees (to be paid directly by the students)</b>	Students would pay for IMA membership, CMA certification entrance and CMA exam fees directly to the IMA. Special discounts may be applicable on these official IMA fees via the IMA-Wiley-Miles partnership.

**Brihan Maharashtra College of Commerce**

**Miles Publications Private Limited**


  
Name: Mr. Kiran Shaligram  
Designation: CDC Chairman

  
Name: Mr. Varun Jain, CPA, CMA  
Designation: Managing Director

Name: Dr. Chandrakant Rawal  
Designation: Principal

**Witness:**

Name: Dr. Ashish Puranik  
Designation: Vice Principal

  
Name: Mr. Fenil Vadakken  
Designation: Associate Vice President