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GOVERNMENT OF KERALA
e-Stamp

e-Stamp Serial Number : 202627000001619989

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Govt. Reference No.(GRN)	: KL011675825202627E
Purpose	: Bond
Amount of Stamp Paper Purchased in Numeral	: ₹100
Amount of Stamp Paper Purchased in Words	: Rupees One Hundred
Stamp Paper Purchased on	: 06/06/2026 10:52:34
First Party Name	: THE PRINCIPAL
First Party Address	: MERCY COLLEGE ,PALAKKAD
Second Party Name	: RAJEEV RAMNATH H
Second Party Address	: DIRECTOR TRANSPARENT EDU PRIVATE LIMITED ,PALAKKAD
Vendor Code & Name	: 14012299 - KRISHNAKUMARI P K
Treasury Code & Name	: 1401 - District Treasury, Palakkad

Please write or type below this line

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into on this 8th day of June, 2026, at Palakkad, Kerala, by and between:

MERCY COLLEGE, PALAKKAD, a college functioning at Palakkad, Kerala, represented by its Principal and authorized signatory, having office at Pallippuram in Palakkad, Kerala, and such other identification details as may be lawfully required, hereinafter referred to as the "**First Party**" or "**College**", which expression shall, unless repugnant to the context, include its administrators and permitted assigns;

AND

TRANSPARENT EDU PRIVATE LIMITED, also known as **Transparent Academy**, having its registered office at 18/15, Lakshmi, East Fort Maidan, Palakkad - 678001, Kerala, represented by CA Rajeev Ramanath H., Director, hereinafter referred to as the "**Second Party**" or "**Academy**", which expression shall, unless repugnant to the context, include its successors and permitted assigns

Transparent Edu Private Ltd.



N.M. Lams

PRINCIPAL

Mercy College, Palakkad-06

R.V.

Director



This can be verified by https://estamp.treasury.kerala.gov.in/index.php/estamp_search using e-Stamp Serial Number and Verification Code.

In case of any discrepancy, please inform the competent authority.



P. K. KRISHNAKUMARI
STAMP VENDOR
No: 11, VILLAGE, PALAKKAD

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The First Party and the Second Party are individually referred to as a "**Party**" and collectively as the "**Parties**".

1. Purpose

The purpose of this MOU is to establish a collaborative framework between the Parties for the promotion, administration, and academic delivery of the CMA (India) programme for eligible students.

The Parties agree that the Second Party shall provide academic management and programme delivery support for the CMA (India) course, and the programme may be conducted either at the premises of the First Party or at the premises of the Second Party, depending on batch strength and operational feasibility mutually agreed in writing.

2. Scope of Responsibilities

2.1 Responsibilities of the Second Party

The Second Party shall be responsible for the academic and programme management aspects of the CMA (India) course, including the following:

- Identifying, appointing, and scheduling suitably qualified faculty for all relevant CMA subjects.
- Planning and conducting classes in accordance with the applicable syllabus, academic calendar, and timelines prescribed by the Institute of Cost Accountants of India (ICMAI), as applicable.
- Conducting assessments, mock examinations, revision sessions, mentoring, and student performance review mechanisms.
- Providing academic counselling and reasonable administrative support to students in relation to ICMAI registration, examination enrolment, and related formalities.
- Maintaining attendance records, internal test records, and other academic records relating to the programme.
- Ensuring that teaching personnel engaged by the Second Party maintain proper academic standards and professional conduct.



2.2 Responsibilities of the First Party

The First Party shall support the programme by providing institutional and infrastructure assistance, including the following:

- Permitting promotion of the CMA (India) programme among eligible students of the College, subject to internal policies of the College.
- Providing suitable classroom infrastructure, seating, and basic classroom facilities when classes are conducted at the premises of the First Party, particularly where the batch strength is 30 or more students, unless otherwise mutually agreed.
- Extending reasonable administrative coordination for communication with students and scheduling of classes conducted on the College premises.
- Nominating a contact person for operational coordination with the Second Party.

2.3 Joint Responsibilities

The Parties shall cooperate in good faith to ensure smooth implementation of the programme, timely communication with students, and prompt resolution of operational issues affecting delivery.

3. Venue and Batch Strength

Where the number of enrolled students in a batch is 30 or more, the Parties may conduct classes at the premises of the First Party, subject to availability of infrastructure and mutual scheduling.

Where the number of enrolled students in a batch is below 30, the Second Party may, at its discretion, conduct classes at its own premises and directly manage delivery of the programme, while keeping the First Party reasonably informed of batch commencement and student enrolment details.

Any deviation from the above arrangement may be made by mutual written consent of the Parties



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4. Financial Terms

4.1 Fee Collection

The proposed tuition fee for this academic year will be as follows:

Foundation	Rs.20,000/-
Group 1 - Intermediate	Rs.22,000/-
Group 2 - Intermediate	Rs.22,000/-

The above fee is exclusive of GST as applicable from time to time. The fee will be collected on installment basis in accordance with the progress of the batch.

The Second Party may collect programme fees directly from students and shall maintain proper books and records of such collections.

4.2 Revenue Share

The Second Party shall remit to the First Party:

- 5% of the programme fees actually collected from students where classes are conducted at the premises of the Second Party; and
- 10% of the programme fees actually collected from students where classes are conducted at the premises of the First Party.

For clarity, the above percentage shall apply only to tuition or programme fees actually received from students and shall not include statutory levies, taxes, examination fees payable to ICMAI, or amounts collected as reimbursement of third-party charges, unless the Parties expressly agree otherwise in writing.



4.3 Remittance and Records

Any amount payable by one Party to the other under this MOU shall be remitted within 15 days from the end of the month in which the relevant fees are collected, together with a statement of student-wise fee collections, concessions if any, refunds if any, and net amount payable.

Each Party shall maintain proper accounts and supporting records relating to collections, remittances, and refunds under this MOU for at least three years from the date of the relevant transaction, and the other Party may seek reasonable verification of such records upon prior notice.

4.4 Taxes

Each Party shall be responsible for its own taxes, statutory dues, filings, and compliances arising from its income or activities under this MOU.

If any tax is required to be deducted or collected under applicable law, the same shall be done by the Party responsible under law, and appropriate records or certificates shall be furnished to the other Party.

5. Student Administration and Records

The Parties acknowledge that students enrolled in the CMA (India) programme remain students for the limited purpose of this collaboration, and student records relevant to the programme may need to be shared on a need-to-know basis for academic and administrative purposes.

The Second Party shall maintain academic records including attendance, assessment records, and faculty-related delivery records, while the First Party shall maintain its own institutional records maintained in the ordinary course.

Neither Party shall disclose personally identifiable student information to any third party except where required for programme administration, legal compliance, student consent, or performance of obligations under this MOU.



6. Intellectual Property

All pre-existing teaching materials, branding, logos, trade names, content, study materials, presentations, notes, question banks, and other proprietary resources belonging to a Party shall remain the exclusive property of that Party.

No Party shall reproduce, publish, circulate, commercialize, or permit third parties to use the other Party's proprietary content, name, logo, or branding without prior written consent, except to the extent strictly necessary for implementation and promotion of the programme during the term of this MOU.

Any jointly developed promotional material may be used by both Parties only for the purposes of this collaboration unless otherwise agreed in writing.

7. Standards, Compliance, and Conduct

The Second Party shall use reasonable efforts to ensure that the programme is academically delivered in line with the applicable CMA (India) syllabus and examination requirements as may be prescribed by ICAI from time to time.

Each Party shall comply with all applicable laws, regulations, institutional policies, and statutory requirements relevant to its obligations under this MOU.

Neither Party shall make misleading representations to students regarding approvals, guaranteed results, placements, or outcomes.

8. Confidentiality

Each Party shall keep confidential all non-public information received from the other Party in connection with this MOU, including student information, fee information, academic records, business methods, teaching materials, and operational data.

This obligation shall not apply to information that is already in the public domain, lawfully received from a third party without restriction, independently developed, or required to be disclosed by law or competent authority.

The confidentiality obligations under this clause shall survive termination of this MOU for a period of three years.



9. Representations and Warranties

Each Party represents that it has the authority to enter into this MOU and to perform its obligations under it.

The First Party represents that it has the institutional authority to collaborate for the purposes stated in this MOU, and the Second Party represents that it has the organizational capacity to provide the academic support and programme management contemplated herein.

10. Indemnity and Liability

Each Party shall be responsible for its own acts, omissions, staff, representatives, and compliance obligations.

Each Party agrees to indemnify and hold harmless the other Party against direct losses, claims, damages, or liabilities arising out of its own breach of this MOU, negligence, willful misconduct, or violation of applicable law.

Neither Party shall be liable to the other for indirect, consequential, or remote damages such as loss of reputation, loss of opportunity, or anticipated profits.

11. Term and Termination

This MOU shall remain valid for a period of three academic years from the date of execution unless terminated earlier in accordance with this clause.

Either Party may terminate this MOU by giving not less than three months' prior written notice to the other Party, provided that the Parties shall take reasonable steps to ensure that students of any ongoing batch are not academically prejudiced.

Either Party may terminate this MOU with immediate effect by written notice if the other Party commits a material breach and fails to cure the same within 30 days of receipt of written notice requiring cure, or if the other Party becomes insolvent, ceases operations, or is legally restrained from performing its obligations.

Upon termination, the Parties shall cooperate in good faith to complete the ongoing batch or implement an orderly transition plan for students, settle outstanding dues, and return confidential information and materials belonging to the other Party, subject to legal retention requirements.



12. Force Majeure

Neither Party shall be liable for failure or delay in performance to the extent such failure or delay is caused by events beyond its reasonable control, including natural disasters, epidemic conditions, government restrictions, civil disturbances, or other force majeure events.

The affected Party shall promptly notify the other Party and use reasonable efforts to mitigate the impact of such event.

13. Dispute Resolution and Governing Law

The Parties shall first attempt to resolve any dispute, difference, or claim arising out of or in connection with this MOU through mutual discussion and good-faith consultation.

If the dispute is not resolved within 30 days, the same shall be referred to a sole arbitrator mutually appointed by the Parties. The seat and venue of arbitration shall be Palakkad, Kerala, and the proceedings shall be conducted in English. The Arbitration and Conciliation Act, 1996, as amended, shall apply.

This MOU shall be governed by and construed in accordance with the laws in force in India, and subject to the arbitration clause above, courts having jurisdiction over Palakkad shall have jurisdiction in respect of matters requiring interim or ancillary relief.

14. Notices

Any notice under this MOU shall be in writing and shall be sent by hand delivery, registered post, recognised courier, or email to the addresses and email IDs notified by the Parties in writing from time to time.

Notice shall be deemed received on delivery if sent by hand, on the date of acknowledgement if sent by registered post or courier, and on the date of transmission if sent by email, unless delivery failure is shown.

15. Non-Assignment

Neither Party shall assign or transfer its rights or obligations under this MOU to any third party without the prior written consent of the other Party, except to a lawful successor in the event of reorganization or restructuring that does not materially affect performance.



16. Entire Understanding and Amendment

This MOU records the broad understanding between the Parties with respect to the subject matter herein and supersedes prior oral discussions or informal communications on the same subject, if any.

Any amendment, variation, or addendum to this MOU shall be valid only if made in writing and signed by authorized representatives of both Parties.

17. Execution

This MOU may be executed in counterparts, and signatures exchanged by scanned copy or electronically shall be treated as valid pending exchange of originals, where legally permissible.

Signature Block

For Mercy College, Palakkad

Name: Merin

Designation: Principal

Date: 08-06-2026

Signature:

Seal:



N.M. L...
PRINCIPAL
Mercy College, Palakkad-06

For Transparent Edu Private Limited (Transparent Academy)

Name: CA Rajeev Ramanath H.

Designation: Director

Date: 08-06-2026

Signature:

Seal:

Transparent Edu Private Ltd.
R...
Director



Witnesses

1. Name: *Ramya John*
2. Name: *Shobha KH*

Signature:

Signature:

[Handwritten signatures]

Notes Before Signing

The original draft contains party-identification wording, fee-collection mechanics, and confidentiality/dispute provisions, and this redraft preserves those commercial fundamentals while clarifying ambiguous language and adding standard contractual safeguards commonly expected in such institutional arrangements.

Before execution, the Parties should fill in the full legal name and address of Mercy College, insert GST and registration details wherever applicable, verify whether the fee-sharing percentage should apply to gross or net tuition receipts, and confirm whether a separate annexure for fee schedule, batch calendar, and operating process is desirable.

