

A MEMORANDUM OF UNDERSTANDING

Between



DAYANANDA SAGAR
College of Arts, Science & Commerce

**DAYANANDA SAGAR COLLEGE OF ARTS,
SCIENCE AND COMMERCE, BENGALURU**

AND



**FINMARK TRAINERS INDIA PVT LTD
CHENNAI**



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15.2.2022

MEMORANDUM OF UNDERSTANDING

**DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE
AND COMMERCE, BANGALORE AND
FINMARK TRAINERS INDIA PVT LTD**

This Memorandum of Understanding (MOU) is a service agreement between Finmark Trainers India Pvt. Ltd. (Finmark) and the Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE, Bangalore to provide content for the courses both offline and online, offer training to students and conduct certification exams

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.

Dayananda Sagar Institutions (DSI) is run under the aegis of the Mahatma Gandhi Vidya Peetha Trust, in Bangalore- described as the Silicon Valley of India. Dayananda Sagar Institutions (DSI) are characterized by the quality of education across a broad range of disciplines from pre-university courses to post-graduation and doctoral programs covering Engineering, Dental Sciences, Biological Sciences Arts, Commerce, Sciences, Pharmacy, Nursing, Allied Health, as well as Business Management and Information Technology.

The parties intend to enter into an MOU to Provide Diploma, Certification programs, workshops, guest lecturing etc for the students and FDP for faculty members of department of the College in association with FINMARK as their knowledge and training partner.

- B. **CERTIFICATION PROGRAM:** Finmark will provide course content, train students and conduct offline /online exams for the FINANCIAL MARKET PROFESSIONAL PROGRAM (FMP). The FMP consists of TWO modules
- i. **FUNDAMENTALS OF CAPITAL MARKET**
 - ii. **FUNDAMENTALS OF RESEARCH ANALYSIS**



- C. Finmark shall assist The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE to run both online and offline certification programs for their Business Management and other students (who may be interested) across all the semesters of the PG programs.
- 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 The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE. Further, Finmark will offer training to the students and prepare and 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 well experienced trainers to handle the sessions. Finmark will also let its brand be used to issue a co- branded certification from The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE.

The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE on its part will help Finmark to promote these courses among students and also encourage that they sign up. The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE will be responsible in hosting the content and pricing of the courses in consultation with Finmark.

- E. **FINANCIAL AGREEMENT:** Finmark and The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE agree to the revenue sharing structure on case to case basis.
- F. **PAYMENT:** The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE 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 18 February 2022. The MoU can be renewed for a further period of three years on terms agreed by the parties at that time.



- H. **TERMINATION:** This MOU may be terminated by either party by notice in writing from the party not at fault if the other party is in breach of this MoU and fails to remedy the breach within thirty (30) days from receipt of notice in writing from the first party specifying the breach. However, it is the responsibility of both parties to sustain the MoU in letter and spirit.

Alteration and supplements to this MoU must be made in writing to hold validity.

- 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 (third party does not include the certification authority like NSE or NISM) 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 (except for payment obligations) 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 The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE 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. **PUBLIC STATEMENTS:** Neither of the parties shall do any act which is unethical, immoral or against any prevailing or future Law of India



N. REGISTRATION FOR THE PROGRAM: The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE shall nominate one of its faculty as the Course Coordinator for this program. Finmark will nominate one of their executives as a SPOC (Single point of Contact). Interested students will be directed to understand the details of the Finmark program and to register for the program. These students should be encouraged to take up all the modules.

O. CONDUCTING OF THE CLASSES: The training program will be completed over a period of n number of hours, which would be decided on case to case basis during the course of the academic year 2021-'22.

The exact date shall be finalized jointly by Finmark and The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE one month before the actual training dates.

P. INTERNSHIP: During the summer vacation of the second-year students (who have completed all the two modules successfully), 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 The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE understands that Internship is subject to Internships being available at that particular point.

Q. EMPLOYMENT OPPORTUNITY: When the students complete their Final year of their PG degree, Finmark shall use its good offices to bring potential employers to The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE or otherwise render help to the students (who have completed both the modules) to find suitable jobs.

R. PREPARATION FOR INTERVIEW: Finmark shall organize a one/two-day session (at no cost to The Department of Management Studies, (MBA-BU Programme), DAYANANDA SAGAR COLLEGE OF ARTS, SCIENCE AND COMMERCE or to the students) to improve the soft skills of the students (who have completed the two modules) and conduct mock interviews. This session will be open only to PG students.

S. 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 based on case to case basis.



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.

Dayananda Sagar Institutions				Finmark Trainers India Pvt Ltd	
Signature		Signature		Signature	
Name	Sri Galiswamy	Name	Dr. B.R. Venkatesh	Name	Glenn Roger Carr
Title	Secretary, DSI	Title	Director-MBA-BU	Title	Director
DATE	18 th February 2022	DATE	18 th February 2022	DATE	18 th February 2022

Secretary
DAYANANDA SAGAR INSTITUTIONS
 Kamareswamy Layout Bangalore-75

DIRECTOR
 Dayananda Sagar College
 of Arts, Science & Commerce,
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