



ਪੰਜਾਬ ਪੰਜਾਬ PUNJAB AGREEMENT OF COOPERATION

AD 116972

This Agreement of Cooperation (hereinafter referred to as the “**Agreement**”) is entered into and executed at Mandi Gobindgarh, Punjab, India, on this 09th day of April, 2019 (hereinafter referred to as the “**Effective Date**”) by and between: -

Miles Education Private Limited, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No. U22219TG2011PTC076218 and having its Registered Office situated at Ground -1 Floor, JST - Silicon Towers, Kondapur, Hyderabad 500084 (hereinafter referred to as the “**Miles**”) of the **FIRST PART**.

AND

RIMT UNIVERSITY, located opposite Floating Restaurant, Sirhind Side, Mandi Gobindgarh, Punjab 14730. (hereinafter referred to as “**Institutional Partner**”) of the **SECOND PART**.

For the purposes of this Agreement, “**Miles**” and “**Institutional Partner**” have been individually referred to as a “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. Miles up-skills students and professionals across the world to help them be future-ready and enable their career progression. Founded by Harvard and Stanford alumni, Miles provides training towards globally recognized certifications in finance and accounting, digital marketing, leadership and strategy, business analytics, and emerging technologies. Furthermore:
 - a. Miles is a Platinum Approved Course Provider with the Institute of Management Accountants, U.S. (hereinafter referred to as “**IMA**”) to provide U.S. CMA (Certified Management Accountant) training.
 - b. Miles is a Registered Course Provider with the American Institute of Certified Public Accountants, U.S. (hereinafter referred to as “**AICPA**”) to provide U.S. CPA (Certified Public Accountant) training.
 - c. Miles is the Platinum Approved Training Partner with Wiley to provide training for Wiley Certified Business Analyst (WCBA).
- B. Miles has promoted CareerGraph which is a bridge between the academia and the industry. On the CareerGraph.com platform, students get an opportunity to “experience” and work on projects from companies as part of their “learning”.
- C. The Parties share the common interest of providing holistic learning and education opportunities for students to learn relevant skills and engage in project-based learning to enhance their future career prospects.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in

Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby actually acknowledged), the Parties hereby have entered into this present Agreement.

Responsibilities of Miles –

- a) Miles hereby agrees to provide CMA Study Materials and other support as detailed in Annexure-A in consideration for the commercial terms as detailed in Annexure-A.
- b) Miles hereby agrees to provide Business Analytics Study Materials and other support as detailed in Annexure-B in consideration for the commercial terms as detailed in Annexure-B.

2) Responsibilities of Institutional Partner –

- a) The Institutional Partner will facilitate all the requisite training and Miles' support to the enrolled students to clear the CMA exams. The Institutional Partner will also ensure payment of fee detailed in Annexure-A to Miles on a timely basis.
 - b) The Institutional Partner will facilitate all the requisite training and Miles' support to the enrolled students to clear the Business Analytics exams. The Institutional Partner will also ensure payment of fee detailed in Annexure-B to Miles on a timely basis.
- 3) 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.
- 4) All Notice/s to be given under this Agreement shall be delivered either by (1) Registered Post, or (2) by Courier Service, or (3) by electronic mail to the applicable Party at the contact details indicated below:

Miles:

Name: Miles Education Private Limited
Attention: Mr. Michael Wagner
Designation: Associate Vice President
Address: Ground -1 Floor, JST - Silicon Towers, Kondapur, Hyderabad 500084
Email: michael.wagner@mileseducation.com

Institutional Partner:

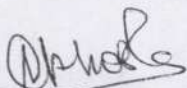
Name: RIMT University
Attention: Prof Rakesh Mohan
Designation: Registrar
Address: Opposite Floating Restaurant, Sirhind Side, Mandi Gobindgarh, Punjab 14730
Email:

- 5) This Agreement is valid for an initial period of 5 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.
- 6) This Agreement may be terminated by either of the Parties by giving not less than 3 months' notice in writing to the other Party.
- 7) 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 Hyderabad jurisdiction.

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

For Miles Education Private Limited

For RIMT University



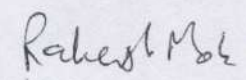
Name: Mr. Vikas Khosla
Designation: General Manager

Witness 1:

Signature: _____

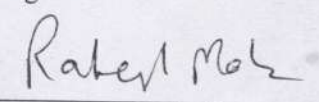
Name:

Designation:


Registrar

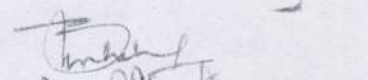
Name: Prof Rakesh Mohan
Designation: Registrar

Witness 2:

Signature: 

Name: RAKESH MOHAN

Designation: Registrar

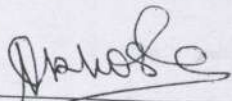

Registrar
Dr. Rajiv Kumar
Dean Secy
RIMT University

Annexure A: Commercial Terms for Integrated CMA

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

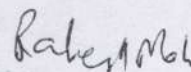
Sl.	Items	Details
a)	Miles Offerings & Support (Core curriculum)	<ol style="list-style-type: none"> 1. Provide CMA Study Materials. 2. Provide support including course design, admission counseling, train-the-trainer programs and guest lectures for the CMA program. 3. Help the students avail special IMA discounts which may be applicable on the official IMA fees. 4. Assist in campus placements for students who have cleared both the parts of the CMA exams.
b)	Price	<ol style="list-style-type: none"> 1. CMA Study Materials = INR 39,000 2. CMA Training & Support Fees = INR 21,000 + GST as applicable
c)	Payment Terms	<p>Payable by the Institutional Partner to Miles:</p> <ol style="list-style-type: none"> 1. CMA Study Materials = INR 39,000 per student is payable over four semesters <ol style="list-style-type: none"> (i) INR 9,750 per student is payable at the beginning of Semester I (ii) INR 9,750 per student is payable at the beginning of Semester II (iii) INR 9,750 per student is payable at the beginning of Semester III (iv) INR 9,750 per student is payable at the beginning of Semester IV 2. CMA Training & Support Fees = INR 21,000 + GST per student is payable over four semesters <ol style="list-style-type: none"> (i) INR 5,250 + GST per student is payable at the beginning of Semester I (ii) INR 5,250 + GST per student is payable at the beginning of Semester II (iii) INR 5,250 + GST per student is payable at the beginning of Semester III (iv) INR 5,250 + GST per student is payable at the beginning of Semester IV
c)	IMA fees (to be paid directly by the students)	<p>Students would pay directly to IMA:</p> <ul style="list-style-type: none"> • At the time of enrolment - IMA 2-year membership = \$50 (discounted from \$78) • At the time of exams - CMA certification entrance & exam fees at 50% discount (currently, \$405 as discounted from \$810)

For Miles Education Private Limited



Name: Mr. Vikas Khosla
Designation: General Manager

For RIMT University



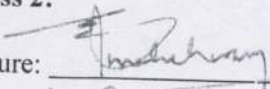
Registrar
RIMT University
Mandi Gobindgarh

Name: Prof Rakesh Mohan
Designation: Registrar

Witness 1:

Signature: _____
Name: _____
Designation: _____

Witness 2:

Signature: 
Name: Rajiv Kumar Maheshwari
Designation: _____
Dear,
School of Management
RIMT University.

Annexure B: Commercial Terms for Business Analytics

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

Items	Details
) Miles Offerings & Support (Core curriculum)	<ol style="list-style-type: none"> 1. Provide Business Analytics Study Materials. 2. Provide support including course design, admission counseling, train-the-trainer programs, guest lectures and classroom sessions for the Business Analytics program.
) Price	<ol style="list-style-type: none"> 1. Business Analytics Study Materials = INR 30,000 2. Business Analytics Training & Support Fees = INR 30,000 + GST as applicable
) Payment Terms	<p>Payable by the Institutional Partner to Miles:</p> <ol style="list-style-type: none"> 1. Business Analytics Study Materials = INR 30,000 per student is payable over four semesters <ol style="list-style-type: none"> (i) INR 7,500 per student is payable at the beginning of Semester I (ii) INR 7,500 per student is payable at the beginning of Semester II (iii) INR 7,500 per student is payable at the beginning of Semester III (iv) INR 7,500 per student is payable at the beginning of Semester IV 2. Business Analytics Training & Support Fees = INR 30,000 + GST per student is payable over four semesters <ol style="list-style-type: none"> (i) INR 7,500+ GST per student is payable at the beginning of Semester I (ii) INR 7,500+ GST per student is payable at the beginning of Semester II (iii) INR 7,500+ GST per student is payable at the beginning of Semester III (iv) INR 7,500+ GST per student is payable at the beginning of Semester IV
Exam fees (to be paid directly by the students)	Students would pay the WCBA Certification and Exam Fees of \$200 at the time of taking the exams.

Miles Education Private Limited

Vikas Khosla
 Name: Mr. Vikas Khosla
 Designation: General Manager

Witness 1:

Nature: _____
 Name: _____
 Designation: _____

For RIMT University

Rakesh Mohan
 Name: Prof Rakesh Mohan
 Designation: Registrar

Rakesh Mohan
 Registrar
 RIMT University
 Mandi Gobindgarh

Witness 2:

Rajiv Kumar Maheshwari
 Signature: _____
 Name: Dr. Rajiv Kumar Maheshwari
 Designation: Dean
 School of Management
 RIMT University