



## AGREEMENT

Between

- (1) THE CHARTERED INSTITUTE OF MANAGEMENT ACCOUNTANTS
- and
- (2) RAJASTHANI SAMMELAN EDUCATION TRUST



The Helicon, One South Place, London EC2M 2RB, United Kingdom  
T: +44 (0) 20 7663 5441  
aicpa.global.com | cimaglobal.com | aicpa.org | cgma.org  
9575469 v1



September 21, 2021

THIS AGREEMENT is made on .....

**BETWEEN**

- (1) **THE CHARTERED INSTITUTE OF MANAGEMENT ACCOUNTANTS**, incorporated and registered in England and Wales with company number RC000251, whose registered office is at The Helicon, One South Place, London EC2M 2RP ("**CIMA**"); and
- (2) **RAJASTHANI SAMMELAN EDUCATION TRUST**, Rajasthani Sammelan's Educational Complex, S. V. Road, Malad (West), Mumbai – 400 064, India E-1670 (BOM) (the "**College**")

each a "**Party**" and collectively the "**Parties**"**BACKGROUND**

- (A) CIMA offers certain universities the opportunity to enter into a CIMA College Agreement, which allows students of such universities who are to enrol onto the CGMA Finance Leadership Programme (FLP) to obtain a CIMA Qualification.
- (B) CIMA and the College have agreed to enter into such a CIMA College Agreement, on the terms set out in this Agreement.

**AGREEMENT****1. Interpretation**

- 1.1 In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meanings:

**"Association"**

Association of International Certified Professional Accountants, a company incorporated by the Government of the District of Columbia whose address for service is at 1211 Avenue of the Americas, New York, NY 10036-8775.

**"Business Day"**

Monday to Friday, excluding any public holidays in England and Wales.

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**"CIMA Assessments"**

assessments set by CIMA from time to time to allow CIMA Students to obtain a CIMA Qualification, comprising the in-built continuous learning assessment and case study exams.

**"CIMA Group"**

the Association and CIMA, and each of their subsidiaries and subsidiary undertakings from time to time and any holding company or parent undertaking of any such entity from time to time (including, for the avoidance of doubt, Association (UK) and any subsidiary, subsidiary undertaking, holding company or parent undertaking of any such entity from time to time). "Holding company" and "subsidiary" have the meanings given in section 1159 Companies Act 2006 and "parent undertaking" and "subsidiary undertaking" have the meanings given in section 1162 Companies Act 2006.

**"CIMA Materials"**

documents, information, items and materials in any form, whether owned by CIMA or a third party, which are provided by CIMA to the College in connection with the Services. A reference to CIMA Materials does not include the Programme.

**"CIMA Qualification"**

The Chartered Institute of Management Accountant qualification, which leads to the award of Associate or Fellow membership of CIMA. The qualification comprises academic and experience elements.

**"CIMA Students"**

students of the College who are enrolled on the Finance Leadership Programme and who the Parties have agreed will be entitled to undertake





"Confidential Information"

CIMA Assessments with a view to obtaining a CIMA Qualification.

means all information in whatever form (whether or not marked confidential) provided by one Party to another Party, including, without limitation, information relating to the disclosing party's business affairs, customers, vendors, trade secrets, prices, products, services, accounting, finances, business systems, software and computer programs and any other information that a reasonable person would consider confidential.

"Data Protection Legislation"

all applicable legislation and regulations relating to the processing of personal data and privacy in force from time to time including Data Protection Act 2018, the European Union General Data Protection Regulation 2016/679 and/or any corresponding or equivalent national laws or regulations and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as may be amended or updated from time to time.

"Data Subject"

has the meaning set out in the Data Protection Legislation.

"CGMA Finance Leadership Programme"

The CGMA Finance Leadership Programme owned by the Association and licensed from the Association to CIMA and which meets the academic elements of the CIMA qualification, hereinafter referred to as 'the Programme'.

CGMA Finance Leadership Programme partnership fee

The partnership fee, if applicable, payable annually by the College to CIMA.

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## "Intellectual Property Rights"

patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

## "Personal Data"

has the meaning set out in the Data Protection Legislation.

## "Services"

the services to be provided by the Parties to each other as set out in Clause 3.

- 1.2 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time from the date of this Agreement and any subordinate legislation made under the relevant statute or statutory provision (as so modified, replaced, re-enacted or consolidated) in force from time to time from the date of this Agreement.
- 1.3 References to any gender include references to each other gender and references to the singular include the plural and vice versa.
- 1.4 The headings of Clauses in this Agreement do not affect their interpretation.
- 1.5 References to Clauses are to clauses of this Agreement.
- 1.6 Any phrase introduced by the term "include", "including", "in particular", "other", or any similar general term is not limited by any particular examples preceding or following those general terms.







## 2. Term and Termination

- 2.1 This Agreement shall commence on the date of the Agreement and shall continue for a period of 3 years unless terminated earlier in accordance with Clause 2.2 or Clause 2.3.
- 2.2 Either Party may terminate this Agreement by giving to the other Party at least 3 calendar months' written notice (save that both Parties shall continue to provide the Services to CIMA Students who have already been enrolled on the Programme at the date of termination until all relevant Services have been provided to that CIMA Student).
- 2.3 Without prejudice to any other rights or remedies to which a Party may be entitled under this Agreement, a Party shall be entitled to terminate the Agreement immediately on written notice to the other in the event that:
- 2.3.1 the other Party ceases to trade, suffers any event of insolvency including bankruptcy, administration, receivership, liquidation, winding-up, voluntary arrangements or any similar event, or otherwise becomes unable to pay their debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or
- 2.3.2 the other Party is in material breach of any other provision of the Agreement and, if the breach is capable of remedy, they have failed to remedy that breach within 14 days.

## 3. Provision of the Services

- 3.1 The parties agree to:
- 3.1.1 Enter into this partnership agreement for the Programme.
- 3.1.2 implement and deliver the Programme.
- 3.1.3 collaborate in accordance with this agreement.
- 3.2 CIMA will grant to the College student subscriptions to the Programme in return for the payments agreed between the College and CIMA as specified in section 6.
- 3.3 In order for the Parties to identify the CIMA Students and facilitate the undertaking of the CIMA Assessments by such students with a view to them obtaining a CIMA Qualification:
- 3.3.1 The College shall:
- (i) Jointly plan with CIMA a strategy for recruiting students and the success of the Programme.





- (ii) Promote the Programme to students and individuals who the College reasonably believes may become enrolled on the Programme.
- (iii) Provide CIMA with all necessary details, in writing, regarding students who have indicated an interest in the Programme.
- (iv) Distribute a voucher to students for use to enrol onto the Programme with CIMA.
- (v) Promptly provide all information that may reasonably be required by CIMA in connection with the Services from time to time.
- (vi) Monitor the performance of students through the dashboard and take appropriate action to support and encourage student to progress.
- (vii) Promote students' annual renewals with CIMA and ensure continued participation beyond the initial period.
- (viii) Collaborate with CIMA to support learners on the Programme.

#### 3.4 CIMA shall:

- (i) Jointly plan with the College a strategy for recruiting students and success of the Programme.
- (ii) Jointly market the Programme with the College, including a launch, to increase the general awareness of CIMA qualification and the Programme pathway.
- (iii) Provide materials to the College, as appropriate.
- (iv) Provide vouchers to the College for distribution to students.
- (v) Provide necessary notifications to CIMA Students that the Programme requires each Party to share personal information regarding such individuals with each other, including information displayed on the Programme dashboard, regarding the results of CIMA Assessments and other relevant assessments and exams.
- (vi) Liaise directly with CIMA Students and the College in connection with the Programme, CIMA Assessments and CIMA Qualification.
- (vii) Facilitate all necessary arrangements to allow the CIMA Students to register for, and undertake the Programme.







- (viii) Facilitate all necessary arrangements to allow the College access to the Programme dashboard.
- (ix) Otherwise provide such support to CIMA Students as is deemed reasonably necessary by CIMA.

#### **4. Intellectual property**

- 4.1 The CGMA Finance Leadership Programme is and shall continue to be wholly owned by the Association and nothing in this Agreement shall be deemed to restrict in any way the Association's right to use or exploit all or any part of the Programme as it deems fit. The Association has licensed to CIMA the CGMA Finance Leadership Programme. The Association shall continue to be the sole owner of any trademarks, copyrights and other intellectual property rights owned by it relating to the Programme. In addition a copyright notice relating to the Programme shall be displayed by the College in the following form:

**CGMA® Finance Leadership Program**

©2020 Association of International Certified Professional Accountants. All rights reserved.

- 4.2 CIMA hereby grants to the College during the term of this Agreement (and during any extended period specified herein) a license to use the CIMA and The Chartered Institute of Management Accountants marks (the "CIMA Marks") in connection with this Agreement. The CIMA Marks will continue to be owned by CIMA. The College will submit to CIMA for its prior approval (not to be unreasonably withheld) all materials in which the CIMA Marks are mentioned or depicted.
- 4.3 The College will ensure that any goods or services bearing the CIMA Marks or offered in connection with them shall be of the same high quality as the services provided by CIMA. All rights, title and interest in and to the CIMA Marks, including all goodwill associated with the CIMA Marks, shall remain vested in CIMA. All use of the CIMA Marks by the College will inure to the benefit of CIMA.
- 4.4 CIMA hereby grants to College during the term of this Agreement (and during any extended period specified herein) a sublicense to use the Association Globe logo and the CGMA Mark (the "Association Marks") connection with this Agreement. The Association Marks will continue to be owned by the Association. The College will submit to the Association for its prior approval (not to be unreasonably withheld) all materials in which Association Marks are mentioned or depicted. The College will ensure that any goods or services bearing the Association Marks or offered in connection with them shall be of the same high quality as the services provided by the Association. All rights, title and interest in and to the Association Marks, including all goodwill associated







with the Association Marks, shall remain vested in the Association. All use of the Association Marks by the College will inure to the benefit of the Association.

4.5 The College will use the CIMA Marks and Association Marks as follows:



4.6 The College hereby grants to CIMA, the Association and the CIMA Group during the term of this Agreement (and during any extended period specified herein) a license to use the logo, or other trademarks representing the College in connection with this Agreement. The College Marks will continue to be owned by the College. With respect to any materials to be provided to any third parties for purposes of this Agreement and promoting the Work, CIMA, the Association or the CIMA Group will submit to the College for its prior approval (not to be unreasonably withheld) all materials in which the College Marks are mentioned or depicted. CIMA, the Association or the CIMA Group will ensure that any goods or services bearing the College Marks or offered in connection with them shall be of the same high quality as the services provided by the College. All rights, title and interest in and to the College Marks, including all goodwill associated with the College Marks, shall remain vested in the College. All use of the College Marks by CIMA, the Association or the CIMA Group will inure to the benefit of the College.

4.7 CIMA, the Association or the CIMA will use the College Marks as follows:



4.8 Nothing in this Agreement shall be construed as (i) a warranty or representation by one party to the other as to the validity or scope of any licensed or sublicensed marks; or (ii) a warranty or representation by one party to the other that any use of the licensed or sublicensed marks under any license or





sublicense granted under this agreement is or will be free from infringement of any trademarks or tradenames of third parties.

- 4.9 Except as to those matters expressly covered by the representations and warranties in this agreement, each party acknowledges that the other party is providing the licensed marks on an "as is, where is" basis, and that each party disclaims all other warranties, representations and guaranties, whether express or implied.
- 4.10 In respect of the College Materials, the College and its licensors shall retain ownership of all Intellectual Property Rights in the College Materials and grants CIMA a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the College Materials for the term of this Agreement, as deemed reasonably necessary in connection with the Services.
- 4.11 In respect of the CIMA Materials, CIMA and its licensors shall retain ownership of all Intellectual Property Rights in the CIMA Materials and grants the College a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the CIMA Materials for the term of this Agreement, as deemed reasonably necessary in connection with the Services.

## **5. Confidentiality and data protection**

- 5.1 The terms of this Agreement, together with all information or materials exchanged between the Parties pursuant to it (including student information) shall be deemed Confidential Information and proprietary to the disclosing party. Each Party shall (i) hold the Confidential Information of the other in confidence; shall use physical, electronic and administrative safeguards to maintain the security of the Confidential Information; and shall not disclose or release such Confidential Information to any other person or entity, using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under this Agreement. This obligation of confidentiality shall not apply to information or materials that the receiving party can demonstrate:
  - 5.1.1 at the time of disclosure, was publicly known or lawfully in the possession of the receiving party;
  - 5.1.2 after disclosure, is published or otherwise becomes publicly known through no fault of the receiving party;
  - 5.1.3 was known to the receiving party prior to disclosure as shown by the receiving party's records;





- 5.1.4 was lawfully disclosed to the receiving party by a third party without any restriction on further use or disclosure; or
- 5.1.5 was independently developed by the receiving party without reference to the other Party's confidential information.
- 5.2 Each Party shall comply with all applicable privacy and data protection laws regarding the processing and storage of any Personal Data (as hereinafter defined) received from the other Party, including the General Data Protection Regulation (GDPR) for any Personal Data originating from the European Union (EU). The term "Personal Data" shall mean any information relating to a living individual which could be used to directly or indirectly identify the individual. Personal Data is considered to be Confidential Information and should be treated as such based on the terms above.
- 5.3 Each party shall ensure that any person(s) authorized to process the Personal Data in accordance with this agreement have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality
- 5.4 Each party shall implement appropriate technical and organizational measures to ensure the security of the Personal Data obtained or processed for the purposes of this agreement.
- 5.5 Each party shall comply with applicable direct marketing laws regarding any promotion or marketing activity performed under this agreement. The College shall only promote CIMA products, services or programs through direct marketing (i.e., email, SMS messaging) to individuals who have explicitly consented to receive such marketing materials.
- 5.6 Upon termination or expiration of this Agreement, each Party shall promptly return or destroy (at the disclosing party's option) all Confidential Information belonging to the other Party in its possession and shall certify to the disclosing party that this provision has been complied with.
- 5.7 For data protection obligations specific to personal data exported by CIMA to the University, please reference the executed Standard Contractual Clauses found in Appendix 1

## 6. Fees and Payment

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- 6.1 The College shall every year recruit a minimum of 10 new students onto the CGMA Finance Leadership Programme and shall encourage all enrolled students already on the Programme to renew.







- 6.2 CIMA shall provide each student with a voucher to be used to register with CIMA. The voucher will require each student to pay the annual fee of £495 for the subscription of the program to CIMA. The fee will include the CIMA student registration fee and the fee for examinations to be taken with CIMA.
- 6.3 Upon completion of registration CIMA shall give the student access to the programme. Where a student does not register with CIMA the university will not enable them to continue the programme.
- 6.4 Students will be charged a fee of £495 for any additional annual renewal of the initial subscription period up to one year after graduation from the College. In respect of the exam credit:
  - 6.4.1 This shall be for a CIMA Student to take 1 attempt for the CIMA case study exam.
  - 6.4.2 CIMA Students must complete the exam within the end date of their Programme subscription. A new subscription to the Programme will be payable before a student may take exams beyond the expiry date of their initial subscription, irrespective of whether or not the students have not used their attempt as set out above.
  - 6.4.3 This will not cover any fees for exam resits.
  - 6.4.4 If the CIMA Student schedules a case study exam and does not cancel it within the stated cancellation period, this will be deemed an exam attempt and resit fees will be charged for any further attempts as required by CIMA's exam policy.

## **7. Assignment and Sub-Contracting**

- 7.1 Neither Party shall assign, novate, sub-contract, transfer or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) save that CIMA may:
  - 7.1.1 assign, novate, sub-contract, transfer or otherwise dispose of any or all of its rights and obligations under this Agreement to any member of the CIMA Group at any time; and
  - 7.1.2 arrange for any other member or members of the CIMA Group to carry out any of its obligations pursuant to this Agreement.







## 8. Notices

- 8.1 Any notice, consent, confirmation or other information required or authorised by this Agreement to be given by either Party to the other may be given by hand or sent by first class recorded delivery post to the other Party at the address specified in this Agreement or such other address as may from time to time be notified in writing to the Party giving such notice or other communication by the Party to whom such notice or other communication is given.
- 8.2 Notices shall be deemed given, in the case of notice given by recorded delivery post or international (signed for) delivery, two Business Days after the date of posting.

## 9. Liability

- 9.1 Except as expressly and specifically provided in this Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this Agreement.
- 9.2 Nothing in this Agreement limits or excludes the liability of either Party for:
- 9.2.1 death or personal injury caused by negligence;
  - 9.2.2 fraud or fraudulent misrepresentation; or
  - 9.2.3 any other liability which cannot be excluded or limited by law.
- 9.3 Neither Party shall in any circumstances be liable for, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent) or otherwise arising under or in connection with this Agreement:
- 9.3.1 loss of revenue;
  - 9.3.2 loss of profit;
  - 9.3.3 loss of business;
  - 9.3.4 depletion of goodwill or similar losses;
  - 9.3.5 loss of anticipated savings;
  - 9.3.6 loss or corruption of data, information or other materials; or
  - 9.3.7 any indirect or consequential loss.
- 9.4 Subject to clause 9.2, CIMA's total aggregate liability in contract, tort (including negligence), breach of statutory duty, misrepresentation (whether innocent or negligent) or otherwise arising under or in connection with this Agreement shall in all circumstances be limited to the All Fees paid by the Students to CIMA





under this Agreement in the 12 months preceding the date on which the claim arose.

- 9.5 The College acknowledges and agrees CIMA cannot guarantee whether a CIMA Student will pass the Assessments or not and accordingly is not liable in any way in respect of a CIMA Student failing to obtain a CIMA Qualification as a result of or otherwise in connection with this.

## 10. Anti-Bribery

### 10.1 Both Parties shall:

10.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

10.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

- 10.2 The College shall have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate. The College shall without undue delay notify CIMA (in writing) if it becomes aware of any breach of 10.1, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of this Agreement.

- 10.3 Neither Party shall engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

## 11. General

- 11.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or to authorise either Party to act as agent for the other, and no Party shall have authority to act in the name, or on behalf of, or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).





- 11.2 This Agreement will supersede all other agreements or discussions whether written or oral between the Parties and comprise the entire agreement between the Parties with respect to the subject matter of this Agreement.
- 11.3 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of this Agreement and the remainder of the affected provisions shall continue to be valid.
- 11.4 Unless otherwise expressly provided elsewhere in this Agreement, this Agreement may be varied only in writing by both of the Parties.
- 11.5 The Parties agree that a failure by either Party to enforce the performance of any provision in this Agreement shall not constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.
- 11.6 Except as otherwise expressly provided in this Agreement, a person who is not a Party to this Agreement or a permitted assignee has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 11.7 Neither Party will be liable to the other for any delay in performing or failure to perform any of its obligations (other than a payment obligation) under this Agreement as a result of any cause outside its reasonable control, including but not limited to (i) fire, flood, explosion or other natural disaster; (ii) interruption or failure of any utility services or (iii) civil unrest, hostilities (whether declared or not) or an act of terrorism.
- 11.8 Subject to the affected Party promptly notifying the other Party in writing of the cause and the likely duration of the delay or non-performance and provided that the affected Party shall use reasonable endeavours to limit the effect of such event on such other Party, such delay or failure, to the extent affected by the cause will not constitute a breach of the Agreement. Notwithstanding the remainder of this clause, if performance is not resumed within 90 days after the notice, the non-affected Party may by written notice, terminate this Agreement with immediate effect.
- 11.9 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when executed and delivered shall be an original.



## 12. Governing Law

- 12.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or any term of it (including non-contractual disputes or claims) shall be governed by the laws of England and Wales.
- 12.2 The courts of England and Wales shall have exclusive jurisdiction to settle any disputes (including non-contractual disputes or claims), which may arise out of or in connection with this Agreement. The Parties irrevocably agree to submit to that jurisdiction.

## 13. Execution

This Agreement is executed on the date stated at the beginning of this Agreement.

Executed by  
**THE CHARTERED INSTITUTE OF  
MANAGEMENT ACCOUNTANTS**

*Baljeet Basra*

.....  
Authorised Signatory

Assistant General Counsel

Baljeet Basra

.....  
Name

Executed by  
**(2) RAJASTHANI SAMMELAN  
EDUCATION TRUST**

.....  
Authorised Signatory

*Ashok Saraf*

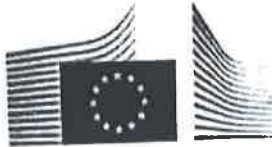
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Mr Ashok Saraf  
President







## Appendix 1



### EUROPEAN COMMISSION DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship  
Unit C.3: Data protection

## Commission Decision C(2004)5721

### SET II

### Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

The Chartered Institute Of Management Accountants ("CIMA") (UK) (company number RC000251)  
The Helicon, One South Place, London EC2M 2RB, United Kingdom ,  
hereinafter "data exporter"

and

Name of the data importing organisation: RAJASTHANI SAMMELAN EDUCATION TRUST  
Address: Rajasthani Sammelan's Educational Complex, S. V. Road, Malad (West), Mumbai – 400 064, India  
hereinafter "data importer"  
each a "party"; together "the parties".

### Definitions

For the purposes of the clauses:

- "personal data", "special categories of data/sensitive data", "process/processing", "controller", "processor", "data subject" and "supervisory authority/authority" shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby "the authority" shall mean the competent data protection authority in the territory in which the data exporter is established);
- "the data exporter" shall mean the controller who transfers the personal data;
- "the data importer" shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;
- "clauses" shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

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## I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

## II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).







- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- h) It will process the personal data, at its option, in accordance with:
- the data protection laws of the country in which the data exporter is established, or
  - the relevant provisions<sup>1</sup> of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data<sup>2</sup>, or
  - the data processing principles set forth in Annex A.

Data importer to indicate which option it selects: **II(h)(iii)**

Initials of data importer;; RAJASTHANI SAMMELAN EDUCATION TRUST

- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
- the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
  - the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
  - data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
  - with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

### III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects

<sup>1</sup> "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

<sup>2</sup> However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.





for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

#### IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(b), which shall apply only if so selected by the data importer under that clause.

#### V. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

#### VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
  - i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);
  - ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
  - iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
  - iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or







- v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

## VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

## VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: September 21, 2021

FOR DATA IMPORTER

Mr Ashok Saraf (President)

*Ashok Saraf*

FOR DATA EXPORTER

*Baljeet Basra*

Baljeet Basra

Assistant General Counsel





## ANNEX A

## DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
  - a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and
  - ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

- b) where otherwise provided by the law of the data exporter.







## ANNEX B

### DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

#### Data subjects

The personal data transferred concern the following categories of data subjects:

- Members, students and customers of the Chartered Institute of Management Accountants

#### Purposes of the transfer(s)

The transfer is made for the following purposes:

- To allow the Data Exporter to fulfill its contractual obligations per this university partnership agreement, which include providing data to the Data Importer to allow them to assist registered students with completing the CIMA Qualification Programme.

#### Categories of data

The personal data transferred concern the following categories of data:

##### Members, students and customers:

- First and last name
- Date of Birth
- Personal contact information (including but not limited to; email, physical address, phone)
- CIMA Contact ID
- CIMA Assessment results

#### Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients: Individuals who are employed by either contracting party whose job responsibilities require them to access the personal data transferred and who are under obligations of confidentiality in line with the terms in this agreement.

#### Sensitive data (if appropriate)

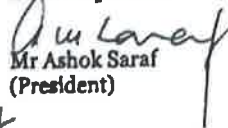
The personal data transferred concern the following categories of sensitive data:  
No sensitive personal data will be transferred.

#### Data protection registration information of data controllers (where applicable)

Data Controller: Chartered Institute of Management Accountants, The Helicon, One South Place, London, EC2M 2RB  
Registration Number: Z6004609

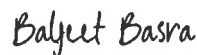
#### Contact points for data protection enquiries

##### Data importer

  
Mr Ashok Saraf  
(President)

k

##### Data exporter



Baljeet Basra

Assistant General Counsel



AMIC 2

MEMORANDUM FOR THE RECORD

DATE: 10/10/77

TO: [illegible]  
FROM: [illegible]  
SUBJECT: [illegible]  
[illegible text]

[illegible text]

[illegible text]

[illegible text]

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