

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**Between**  
**INDIAN INSTITUTE OF BANKING & FINANCE (IIBF), MUMBAI**  
**And**  
**GHANSHYAMDAS SARAF COLLEGE OF ARTS & COMMERCE, MUMBAI**

This Agreement made on **16<sup>th</sup> Day of October 2023** between **INDIAN INSTITUTE OF BANKING & FINANCE (IIBF)**, a Company incorporated and registered under the Indian Companies Act, 1913 having its Registered Office at 2<sup>nd</sup> Floor, Tower 1, Commercial II, Kohinoor City, Kiro Road, Kurla West, Mumbai 400 070, in the State of Maharashtra, hereinafter referred to as "**IIBF**" (which expression shall unless the context otherwise requires, include its successors and assigns) of the One Part

**AND**

**Ghanshyamdas Saraf College of Arts & Commerce**, located at Rajasthani Sammelan's Educational Complex, Swami Vivekananda Road, Mandlik Nagar, Sunder Nagar, Malad West, Mumbai, Maharashtra 400064, hereinafter referred to as "**Authorised Institute**" and represented herein by the Chairman of Governing Council Mr. Ashok M Saraf and the Principal Dr. Ashwat Desai (which expression shall unless the context otherwise requires, include its successors and assigns of the Other Part )

WHEREAS, IIBF is a "Not for Profit" professional body of Banks and Financial Institutions with a mission to develop professionally qualified and competent bankers and finance professionals, primarily through a process of education, training, examination, consultancy/counselling, and continuing professional development programmes.

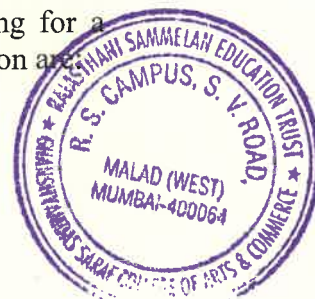
The major activities of IIBF are:

1. Education and Training
2. Testing and Certifying
3. Continuous Professional Development
4. Publications
5. Research Activities
6. Consultancy Services.

WHEREAS, IIBF has, in order to develop industry and job-ready candidates employable by banks and financial institutions launched a Diploma in Banking and Finance course equivalent to its JAIIB course in a distance learning mode.

IIBF also offers various certificate/diploma examinations covering niche and contemporary areas. Some of these courses which bankers/candidates opting for a career in banking & finance need to know and which will provide value addition are:

- AML/KYC
- Prevention of Cyber Crimes and Fraud Management
- Digital Banking
- Certificate course for NBFCs



- Certificate for Small Finance Banks
- Advanced Wealth Management
- Diploma in International Banking & Finance
- Diploma in Treasury, Investment & Risk Management
- Diploma in Retail Banking
- Diploma in Banking Technology
- Emerging Technologies
- Certificate Examination In Foreign Exchange Facilities For Individuals
- Certificate Course on Resolution of Stressed Assets with Special Emphasis on Insolvency and Bankruptcy Code, 2016 for Bankers
- Certified BFSI Professional

And whereas IIBF desires to provide counselling, coaching and conducting tutorial classes for the candidates/students enrolled for the said courses and to enable the candidates/students to prepare for the examinations being conducted by IIBF, by collaborating with and authorizing a few reputed academic/professional Institutes designated as "Authorised Institute".

WHEREAS, the "Authorised Institute" has found value in offering the Diploma in Banking and Finance and other certificate/diploma courses to its graduate/undergraduate students as value addition and to increase their employability and agreed to provide coaching and conduct the tutorial classes to the students/candidates registering with IIBF for taking up examination for the said DB&F and other Certificate /Diploma courses on the terms and conditions hereinafter set forth.

NOW, THESE PRESENTS WITNESSETH and "IIBF" & "Authorised Institute" hereby agree as follows:

#### **I. DEFINITIONS: For the purpose of this MOU**

- "Authorisation" means the process whereby, the Authorised Institute has been granted recognition to encourage, to enrol candidates and conduct Tuitions/preparatory classes for the Diploma in Banking and Finance and other certificate/diploma courses conducted by IIBF, through established standards of quality, as determined through an initial and periodic study and evaluation by IIBF.
- "Approval" means the process whereby, the Authorised Institute is granted a right to conduct specifically the tuition classes in accordance with the guidelines framed by IIBF.
- "Diploma / Certificate" means an award conferred by IIBF representing successful completion of the program and/or course of study.
- "Tuition" means a formally organised, structured series of classroom discussions/meetings with the students for a fee.
- "Intellectual Property" shall mean and include any, trade mark, copyright, right to extract or exploit data, database rights, any similar rights protected in any jurisdiction, whether now existing or coming into existence at some



*[Handwritten signature]*



future date, any application for any of the above, and any accrued rights of action in respect of any of the above;

- (f) "Intellectual Property Right" shall mean and include the Right in Intellectual Property that is vested or deemed to be vested with IIBF or is licensed to IIBF.
- (g) "Trade Mark." shall mean, The trademarks, names, and logos of IIBF, whether used individually or collectively including trademarks that Authorised Institute may use in connection with the said DB&F and other Certificate /Diploma courses from time to time;

## **II. The Authorized Institute will:**

1. Popularise and promote the course(s) and its/their tutorials on its own;
2. Submission of summary and feedback of the candidate to be directly submitted to IIBF.
3. Enrol candidates for the course(s) and Tutorial Classes for the Diploma in Banking and Finance and other Diploma and Certificate offered by IIBF;
4. Conduct classes/tutorials to the students according to the teaching plan/session plan for each subject derived from the syllabus;
5. Submission of summary of feedback received from the candidates on completion of tutorial classes regarding the quality of teaching, difficulties experienced by students, quality of courseware and study materials provided by IIBF, suggestions for improvement;
6. The Authorised Institute agrees to engage qualified faculty (Post Graduates with banking knowledge/CAIIB) who have experience and domain knowledge in the subjects concerned for the conduct of classes. Brief Bio-data/CV of the faculty should be submitted to IIBF.
7. Ensure that students have access to and can effectively use appropriate library resources; and monitor whether students make appropriate use of learning resources.
8. The Authorised Institute should endeavour to make full use of IIBF's courseware and other study support for the Diploma in Banking & Finance course and the Diploma and Certificate courses;
9. The Authorised Institute will register the candidates/students through the URL link using the login credentials provided by IIBF.
10. The Authorised Institute will make bulk payments through NEFT/RTGS to the bank account of IIBF and inform IIBF of the transaction details. The necessary invoice will be made available to the Authorised Institute by IIBF.

## **III. Deliverables from IIBF:**

1. Two sets of books (books covering all subjects of DB&F) developed by IIBF will be supplied to the Authorised Institute free of charge by IIBF.
2. IIBF will make available other related publications such as IIBF Vision and Bank Quest to the Authorised Institute during the currency of the MOU.



*[Handwritten signature]*





3. IIBF will make available the schedule of the suggested teaching plan for completing the course.
4. IIBF will publish the list of successful candidates on its website which may facilitate placement efforts.
5. IIBF would assist the Authorised Institute in the conduct of classes for the students enrolled for the Diploma in Banking & Finance and Diploma and Certificate examinations subject to cost and other terms to be mutually agreed between the two parties on each occasion.
6. Institute will reimburse 15% of the examination fee or Rs.500/- whichever is less on the first enrolment of the candidate for the diploma/certificate course to meet the expenses of the Authorised Institute to promote the course.

#### **IV Course Delivery:**

1. For the Diploma in Banking & Finance examination, each of four papers should have at least a minimum of 45 hours of instruction per term as per the session plans developed by IIBF. The session plan for the certificate /diploma examinations will also be as finalized by IIBF as and when required by the Authorised Institute. The classes could be held during evening hours and/or weekends as per the convenience of the Authorised Institute. The Authorised Institute could cover the content of the syllabus of Diploma in Banking & Finance / certificate/ diploma courses as part of its regular courses also.
2. The entire syllabus should be covered from the angle of imparting knowledge and not from the limited perspective of examination only.
3. The Faculty of the Authorised Institute should assume responsibility for, and exercise control over, the courses ensuring both the rigour of programmes and the quality of instruction.
4. IIBF may hold Trainers Training Programme for the Faculty on a fee basis.

#### **V. Limitation of Liability:**

IIBF specifically disclaims any liability, whether based in contract, tort, or otherwise, for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the publications.

#### **VI. Other Conditions:**

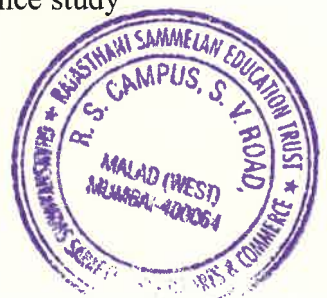
1. IIBF reserves the right to revoke accreditation if the "Authorised Institute" does not meet the required standards.
2. Both IIBF and the Authorised Institute agree not to use the Logo/Name of each other except with specific prior approval.

#### **VII. Validity:**

The Accreditation is valid for a period of three years from **16/10/2023 to 15/10/2026**. It will be, thereafter, extended for a suitable period after a review/due diligence study subject to mutual acceptance.



*[Handwritten signature]*



### **VIII. Intellectual Property Rights:**

1. Parties understand and agree that IIBF is the licensee and/or sole owner of the Intellectual Property Right(s) in developing the said DB&F and other Certificate /Diploma courses. The Authorized Institute undertakes to use such Intellectual Property Right(s) as expressly permitted for discharging the obligations under this Agreement.

1.2. Nothing in this Agreement shall be construed as transferring and assigning the ownership or possession of any Intellectual Property or Confidential Information or other information of one Party to the other Party.

1.3. Authorized Institute will provide IIBF with any reasonable assistance to protect IIBF's intellectual property rights.

1.4. Authorized Institute will undertake confidentiality and non-disclosure undertaking associated with such transactions if any.

1.5. In case of a breach IIBF shall have all rights to initiate legal proceedings including but not limited to Injunction as per CPC, various IPR acts, and other civil and criminal remedies as well.

### **IX. Partnership and Third Parties:**

1. Nothing in this Agreement creates, evidences or implies any partnership or joint venture between the Parties, or the relationship between IIBF and Authorized Institute.

1.2. No third party is entitled to the benefit of this Agreement.

### **X. TERMINATION:**

The "Authorised Institute" further agrees and confirms that

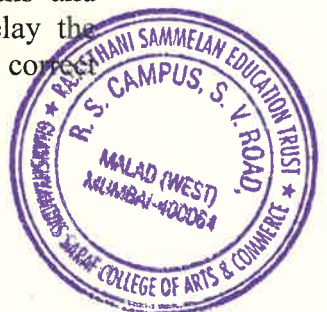
1. the termination or sooner determination of breach of these presents under this Agreement confers upon IIBF an unequivocal right to entrust the conducting of coaching/tuition classes to any other Institute/professional organization duly authorized, as the case may be; and
2. The termination of these presents will bring an end to all the rights and duties/obligations undertaken, and it shall not conduct any such coaching/tutorials or solicit or venture into any commercial enterprise in the name of IIBF or using its name and/or Logo.

### **XI. GENERAL PROVISION:**

Timely and successful completion of coaching/tuition pursuant to the terms and conditions stipulated hereto is the essence of this contract. In case of delay the authorized institute should report to IIBF and make every reasonable effort to correct the situation.



A handwritten signature in blue ink, appearing to be "S. V. ROAD".



## **XII. Confidentiality and Non-disclosure:**

1. Parties will keep confidential, and not use for any purpose except for exercising their rights and performing their obligations under this Agreement, relating to courses, structure, schedule, fees, books, materials, any other specifications etc., and, any other information about each other's business. Either Party will notify the other Party immediately if either Party becomes aware of any unauthorized use of any of the other Party's information by anyone.

2. Parties will not, without first obtaining the other Party's written consent, disclose any of the materials, documents, or information to anyone except:

i. To their employees and then only to those who need to know or to have access to them in order to comply with obligations under this Agreement; or

ii. when disclosure is required under a Court order or any existing statute that the Parties are subject to;

3. Each Party will immediately notify the other Party if either Party becomes aware of any breach of confidence by anyone to whom the Parties disclose any of the materials, documents, or information, and will give the other Party all assistance reasonably required to commence any action or proceedings to protect confidential information from disclosure.

## **XIII. NOTICE:**

All notices or other communications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be sufficiently served if delivered personally or sent by registered post/courier.

## **XIV. Amendments and Entire Agreement:**

This Agreement supersedes all earlier agreements, arrangements and understandings between the Parties whether oral or written in respect of its subject matter, and constitutes the complete agreement between the Parties relating to that subject matter. No addition to, or modification of, any provision of this Agreement will be binding on either Party unless recorded in writing and signed by a duly authorized representative of each Party. It is hereby agreed between the Parties that the Schedule to this Agreement may, if required, be amended or varied independently by mutual consent and will be valid without further reference or amendment to its main body.

## **XV. No Waiver:**

No failure or delay by either Party in enforcing its rights under this Agreement, or at law or in equity will prejudice or restrict those rights. No waiver of any right will operate as a waiver of any other or later right or breach.



#### **XVI. Severability:**

If any part of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement will not be affected.

#### **XVII. APPLICABLE LAW & JURISDICTION:**

The Agreement shall be governed by the Law of the land. Only the competent Courts in Mumbai, in the State of Maharashtra, have jurisdiction to try any dispute arising out of the contract between the Authorised Institute and IIBF.

#### **XVIII. Arbitration and Conciliation clause:**

In case any dispute arising out of the contract between the Authorised Institute and IIBF, both shall appoint an arbitrator by mutual consent or by an application before the Hon'ble Bombay High Court as the seat Arbitration shall be Mumbai.

IN WITNESS WHEREOF, the Authorised Institute and IIBF have signed this Agreement on the day and date first herein above mentioned.

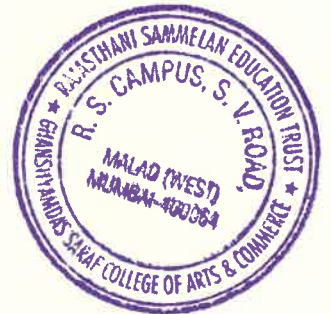
Signed by within named

  
**Shri. Biswa Ketan Das**  
Chief Executive Officer  
**Indian Institute of Banking & Finance**  
Mumbai

**INDIAN INSTITUTE OF BANKING & FINANCE**  
Kohinoor City, Commercial-II, Tower-I 2 & 3rd Floor,  
Off L.B.S. Marg, Kiroli Road, Kurla (West),  
Mumbai-400 070.

Signed by within named

  
**Dr. Ashwat Desai**  
Principal  
**Ghanshyamdas Saraf College of Arts & Commerce**  
Mumbai



Signed by within named

*Ashok M. Saraf*

**Mr. Ashok M. Saraf**  
Chairman, Governing Council, GSCC

**Witness :**

Signed by within named

*Jayant Apte*

**Dr. Jayant Apte**  
Director, Education  
**Ghanshyamdas Saraf College of Arts & Commerce**  
Mumbai

