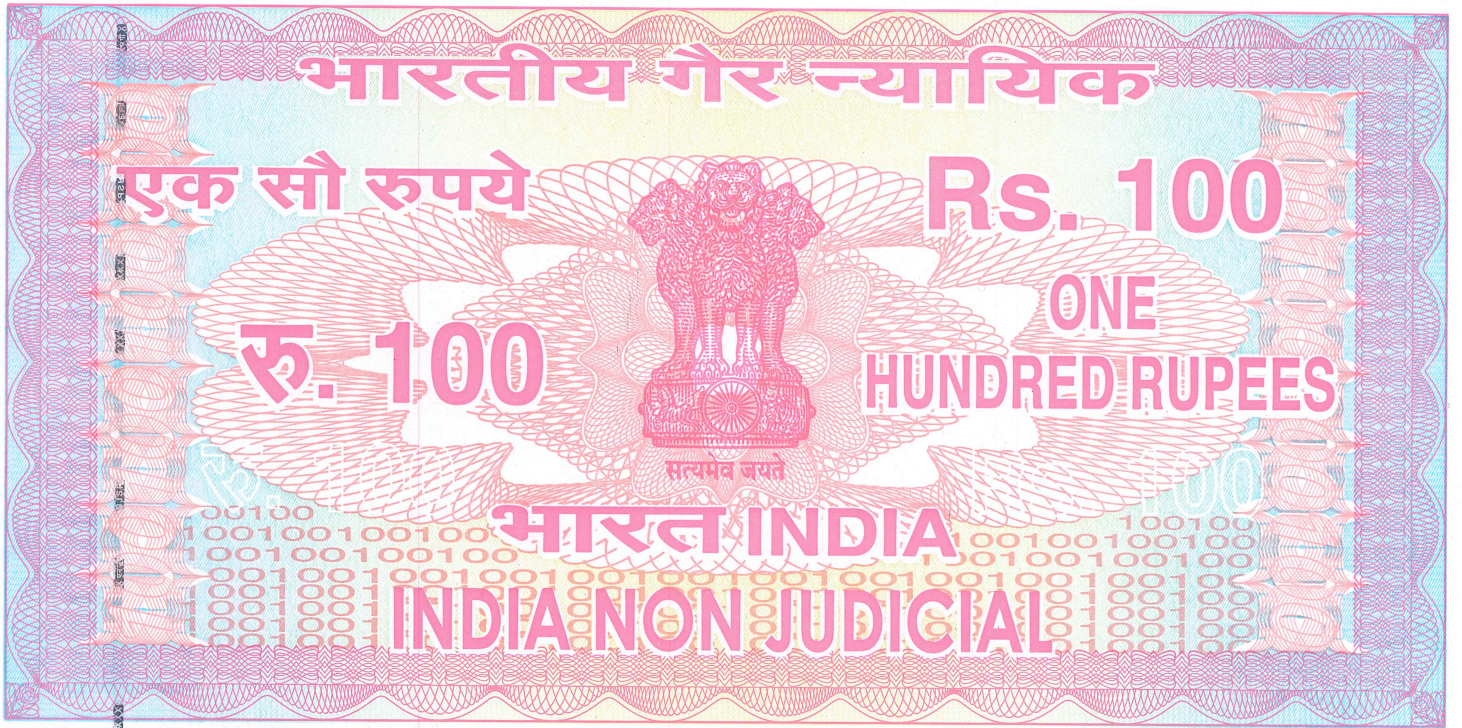




தமிழ்நாடு தமிழ்நாடு TAMILNADU

7.7.2026 (100/-)

Dr. N.G.P. Arts and
Science College
CBE

எம். சுகாசிணி
ஸ்டாம்பு எக்ஸ்சேஞ்சர்
உரிமம் எண். 20057/பி1/95-2
சார்புத்வாளர் அலுவலகம்
காந்திபுரம், கோவை. 9894049349

FM 612971



MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the "Document") is made on 10/07/2026

BETWEEN:

Dr.N.G.P. Arts and Science College (Dr. NGPASC), an organization of Dr. NGP Research and Educational Trust, a Charitable Educational Trust duly constituted under the Indian Trusts Act 1882 and registered as such with the Registrar of Assurances, Coimbatore having its registered office at Dr.N.G.P. - Kalapatti Road, Coimbatore - 641048, Tamil Nadu, India and represented by its Trustees (hereinafter referred to as "Dr. NGPASC") which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors-in-interest and assigns.

AND

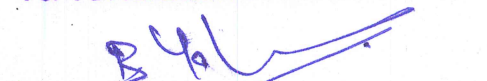
YS ACADEMY PRIVATE LIMITED, a company incorporated under The Companies Act, 1956 having its registered office at No-219, Vivekananda Road, Ramnagar, Coimbatore- 641009, Tamil Nadu, India and represented by its Authorised Signatory Mr. CA B Yogesh Kumar (hereinafter referred to as "YS ACADEMY" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors-in-interest and assigns.

1.


Prof. Dr. S. SARAVANAN
M.Com. MBA., M.Phil., Ph.D
Principal
Dr.N.G.P. Arts and Science College
Dr.N.G.P. Kalapatti Road
Coimbatore-641048

2.

For YS ACADEMY PRIVATE LIMITED


Authorised Signatory

Dr. NGP Research and Educational Trust is a duly constituted Trust with the objects amongst others of establishing schools, colleges and other institutions for imparting education in several disciplines. It has established **Dr. N.G.P. Arts and Science College (Dr. NGPASC)** a co-educational self-financing autonomous institution, affiliated to Bharathiar University, Coimbatore, Tamil Nadu. The College began its educational journey with 4 Under Graduate programmes, now it is emerging as one of the top self-financing colleges in Tamil Nadu.

Dr. NGPASC and YS ACADEMY are hereinafter individually referred to as "Party" and collectively called as "Parties".

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. Purpose:

The purpose of this MOU is to establish the terms and conditions under which YS ACADEMY will conduct CA/CMA FOUNDATION classes for the students of Dr. NGPASC.

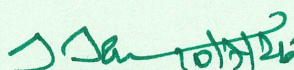
2. Goals and Objectives:

- Provide quality CA Foundation/ CMA Foundation classes via YS Academy to students of Dr. NGPASC who have enrolled for Foundation level exams in the CA/CMA Course.
- The class shall commence from August, 2026 and complete by April 2027 for CA Foundation May 2027 and CMA Foundation June 2027 exams.

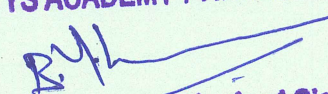
3. Roles and Responsibilities:

- Dr. NGPASC shall ensure a minimum strength of 50-60 in a batch.
- The Admission process shall be entirely handled by Dr. NGPASC.
- YS Academy shall conduct Regular Face-to-Face classes at the premises of Dr. NGPASC as per the following timings:
 - Working days – 3 Hours (2.15 pm to 5.15 pm)
 - Weekends/Holidays – 5-6 Hours
- Combined classes shall only be conducted by YS Academy for CA and CMA Foundation.
- Apart from the Face-to-Face classes conducted at Dr. NGPASC premises, YS Academy shall give the student access to recorded videos in their YS App. In case of negative result in May/ June 2027 attempt, the access to recorded videos will be provided till the next eligible attempt (i.e) Sep 2027/ Dec 2027, free of any cost.
- Dr. NGPASC shall be solely responsible for taking any action to maintain the attendance of students.
- Classes will be conducted for the subjects mentioned in the Foundation course consisting of minimum of 500 Hours, by the faculty team designated by YS Academy and will guide the students till the completion of CA Foundation May 2027 and CMA Foundation June 2027 exams.
- Weekly Class Schedule shall be communicated by YS Academy to the co-ordinator of the course. It is the duty of Dr. NGPASC to communicate the same to the enrolled students on a weekly basis.
- The Test schedule and Question papers shall be given by YS Academy, it shall be the responsibility of Dr. NGPASC to conduct the tests and ensure due attendance of the students.

1.


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2.

For YS ACADEMY PRIVATE LIMITED

Authorised Signatory

- Performance reporting to Parents shall be conducted vide Physical Meetings. It shall be the responsibility of Dr. NGPASC to convene the Parents-Teachers Meet. The Meeting shall be proceeded jointly with the representative of both YS Academy and Dr. NGPASC present.

4. Consideration:

- The Course coaching fees of YS Academy shall be as follows

Course	Our Coaching Fees
CA Foundation + CMA Foundation	Rs. 27,500 (incl GST) per student.

- The above fees for the batch shall be paid by Dr. NGPASC to YS Academy promptly in the following manner:
 - 50% of the Total fees due – By Dec 2026
 - Balance 50% - On Completion of Syllabus
- The students shall have the option to pay the said fees directly to YS Academy.

5. Terms and Termination:

- This MOU shall commence on July 10, 2026 (the "Effective date") and shall remain in effect until the Foundation classes are fully completed, unless terminated earlier as permissible under this agreement.
- Parties may renew this MOU before the completion of the term, by mutual consent, in writing by separate agreement.
- Either party may terminate this MOU by giving 2 months' prior notice in writing to the other party. However, YS Academy may on such earlier termination be obligated to ensure satisfactory completion of the training program that would be in force on the date of such termination.

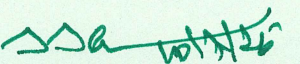
6. Compliance with laws:

- Each Party hereto agrees that it shall comply with all applicable local laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and any other requirements with regard to the Services to be provided hereunder.
- If at any time during the Term of this MOU, a Party is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that Party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each Party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to if from time to time.
- Without limiting the generality of the foregoing the parties hereto represent that they have and will maintain the necessary licenses and permits to provide the Services hereunder.

7. Confidentiality

- Both parties agree that due regard shall be given to the confidentiality of the information which may come their way in the dealings under this MoU. Further, the party of the Second Part is committed to protect all Data and Personal information of the students, faculty and other personnel of Dr. NGPASC and will strive to maintain the privacy of all Data and Personal information that they will have access to.

1.


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 Coimbatore-641048

2.

For YS ACADEMY PRIVATE LIMITED

Authorised Signatory

- The terms of this MOU and the information shared under this MOU are confidential information. Each of the Parties herein agree to maintain and keep confidential and not to divulge or communicate to any person(s) whatsoever, other than those officers of their respective organization or their appointees who need to know the same, all Confidential information of the other including the existence of this agreement and its contents, save for that which is required by law to disclose or in the public domain.

8. Indemnity

- Either Party hereby agrees to defend, indemnify and hold harmless the other party including but not limited to its officers, directors, trustees, shareholders, Board members, representatives, agents, consultants, students, faculties, affiliates, subsidiaries and their respective successors and assigns ('indemnitees') from any and against all third party claims, losses, liabilities, damages, lawsuits, actions, proceedings, arbitrations, taxes, penalties, or interest and other costs incurred by the indemnitees including but not limited to attorneys' fees and costs of suit whether incurred in defending against such claim or enforcing the terms of this MOU, arising as a consequence of:
 - (a) the infringing Party's or its representatives breach of the representations, warranties or covenants set forth herein; and /or
 - (b) a third-party claim or allegation against the indemnitees for infringement of any patent, trademark, copyright or other proprietary or contractual rights of a third party due to the negligence, default, omission or commission of the infringing party's or its employees, agents, directors, shareholders or representatives and / or
 - (c) a breach of contract on account of any negligent act or omission, any breach of its obligations provided in this Agreement or any violation of applicable law, rule or regulation by the defaulting party or its agents during and after the term of the Agreement.

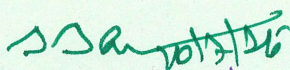
9. Limitation of Liability

- The Parties agree that neither Party or its Affiliates and /or their respective Group shall be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use goodwill, or other intangible losses, resulting from performance of this MOU by either Party hereunder in excess of the amounts payable under this MOU.

10. Force Majeure

- Neither party shall be liable to the other for any delay or failure to perform due to acts of force majeure. For the purpose of this Memorandum of Understanding, acts of Force Majeure shall include fire, earthquake, flood, epidemic, pandemic, act of God, war, civil commotion, riot, embargo, change of law, or other similar event beyond the control of such party. The party prevented from performing an obligation by any such event shall not for such reason become liable to the other for a breach of this Memorandum of Understanding, provided that the affected party notifies the other without delay in writing with supporting evidence of such event.

1.


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 M.Com. MBA.. M.Phil. Ph.D
 Principal
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 Dr.N.G.P Kalapatti Road
 Coimbatore-641048

2. **For YS ACADEMY PRIVATE LIMITED**


Authorized Signatory

11. Independent Service Provider:

- The parties acknowledge and agree that YS Academy would provide the services hereunder as an Independent Service Provider and nothing in this Agreement shall be deemed to constitute a teeming agreement, legal partnership, joint venture, agency relationship or otherwise between the parties.

12. No Assignment:

- Neither party shall assign its rights or obligations under this Memorandum of Understanding without the prior written consent of the other.

13. Amendment:

- Any amendment / modification to this MOU shall be made on the basis of Mutual written understanding duly executed between the parties.

14. Dispute Resolution and Arbitration

- The Parties hereto shall strive to work in a cordial environment to the best extent possible. In the event of any dispute or difference between the parties, hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible then unresolved dispute or differences shall be referred to arbitration which shall be conducted in accordance with the provisions with the provisions of Arbitration & Conciliation Act, 1996. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award, which shall be final and binding on the parties. The venue for such arbitration will be Coimbatore

15. Notices

- Any notice requests or other communications to be given pursuant to this agreement shall be deemed to have been properly given if communicated by email or sent by registered post, delivered by hand or sent by speed post with appropriate acknowledgements to the address given hereunder:

First Party

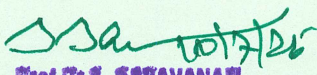
- e-mail address : principal@drngpasc.ac.in
- Communication Address : Dr. N.G.P. Arts and Science College,
Dr.N.G.P. - Kalapatti Road,
Coimbatore - 641048. Tamil Nadu.

Second Party

- e- mail address : ysacademypvtltd@gmail.com
- Communication Address : No: 219, Vivekananda Road, Ramnagar,
Coimbatore-641009

- Such notice shall be given in writing in English and shall take effect from the third day following the date of posting or from the date of sending by email as aforesaid.
- Either party may from time to time change its address provided for in this Agreement by giving the other party not less than fifteen (15) days prior written notice.

1.


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M.Com., MBA., M.Phil., Ph.D
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Coimbatore-641048

2. For YS ACADEMY PRIVATE LIMITED


Authorised Signatory

16. Non- Disclosure Agreement:

- Both parties agree to maintain the confidentiality of the contents of this MOU and to keep this MOU undisclosed to anyone that is not a part of either of the parties concerned in this MOU.

17. Miscellaneous:

- Entire Agreement:** This MOU shall constitute the entire agreement between the parties hereto relating to the subject matter thereof, and there are no oral agreements, representations, warranties or undertakings between the parties except as provided herein.
- Waiver:** Failure of either Party to enforce, at any time or for any period of time, the provisions hereof or the failure of either Party to exercise any right herein shall not be construed as a waiver of such provision or right and shall in no way affect that Party's right to enforce such provisions or exercise such option. No term or provision shall be deemed waived, and no breach hereof shall be deemed consented to, unless such waiver or consent shall be in writing and signed by the Party, which has given such waiver or consent. No waiver of any provision hereof shall be deemed a waiver of any succeeding breach of the same of any other provision of this MOU.
- Severability:** Each provision of this agreement must be interpreted in a way that is enforceable under applicable law. Should any portion of this MOU be judicially determined to be illegal or unenforceable, such ruling shall not impair the remainder of the MOU and the same shall continue in full force and effect, and either party may renegotiate the terms affected by severance.
- Legal counsel:** Each Party acknowledges that it has been represented by effective counsel of its choice and understands the terms of this MOU and its implications.
- Costs:** Each party shall bear its own costs with respect to the execution and performance of this MOU.

Agreed for and on behalf of
Dr.N.G.P. ARTS AND SCIENCE COLLEGE

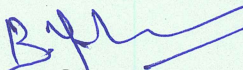


Name : Dr. S. SARAVANAN
DESIGNATION: PRINCIPAL
DATE : 10-07-2026

Prof.Dr.S. SARAVANAN
M.Com. MBA., M.Phil., Ph.D
Principal
Dr.N.G.P. Arts and Science College
Dr.N.G.P. Kalapatti Road
Coimbatore-641048

Agreed for and on behalf of
YS ACADEMY PRIVATE LIMITED

For YS ACADEMY PRIVATE LIMITED



Name : CA. B YOGESH KUMAR
DESIGNATION: AUTHORISED SIGNATORY
DATE : 10-07-2026

Authorised Signatory

In the Presence of

1. 

2. 

