

CMT ASSOCIATION - ACADEMIC PARTNER PROGRAM

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (the "MoU/ Agreement") is entered into by and between CMT Association, Inc., a New York not-for-profit corporation having a place of business at 25 Broadway, Suite 10-036, New York, New York 10004, ("CMT") and LN College, a leading academic institution with central campuses located at Suman Education Society Campus, Near Borivali Station Platform No. 1, Plot No. 89, Near General Kariappa Bridge, Rajendra Nagar, Borivali East, Mumbai, Maharashtra 400066. ("LN College") (CMT and LN College each shall also be referred to as a "Party" and collectively as "Parties"). The Agreement shall be effective upon execution by the last to execute of the Parties ("Effective Date").

Background

CMT's stated mission is to educate the public, the investment community and its membership in the theory, practice and application of technical analysis. As CMT continues to expand globally, educating current students of finance in the principles of technical analysis is paramount to our mission and strategic goals.

Purpose

To promote technical analysis education at colleges and universities worldwide.

CMT's Academic Partner Program is for universities that provide practicum-based or applied investment education programs whose curriculums include technical analysis. Being affiliated with CMT's Academic Partner Program indicates that the university curriculum is closely related to professional practice and provides students with the knowledge to be successful candidates in the CMT Program and career professionals in investment management.

LN College is interested in partnering with CMT to be associated with CMT's Academic Partner Program and CMT is willing to partner with LN College. The Parties have agreed to be associated with each other and wish to enter into this MOU to record the terms and conditions governing their relationship.


1. Application

CMT's Admissions Panel will receive applications from LN College at any time throughout the calendar year. Applications must be received no less than 45 days prior to the start of the academic semester in which the partnership between LN College and CMT is requested to commence. Complete documentation must accompany this MOU for the Admissions Panel to:

- a. Confirm that LN College is an accredited institution;
- b. Compare the course syllabus against the body of knowledge documentation and learning objectives of the CMT Level I exam to determine "yes" if it is aligned, or "no" if it is not aligned



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I/C Principal
LN College
 Plot No. 89, Near General Kariappa Bridge,
 Rajendra Nagar, Borivali (East), Mumbai - 400 066

- c. Attest whether the faculty representative of LN College is the appropriate point of contact from LN College and determine "yes" that individual is a CMT charterholder or "no" they are not a CMT charterholder.

2. Contacts

To expedite communications and sustain the partnership in the event an individual representative departs their current position, please provide three points of contact which could include: Dean of Faculty, Department Chair, tenured professors, faculty advisor to student-run fund or trading room, faculty liaison to investment club, and adjunct faculty members of LN College.

Contact #1 (Dean of Business School/Chair of Finance Dept.)

Name: DR. SATISH A. NARINGREKAR

Title: PRINCIPAL

Address: LN COLLEGE, RAJENDRA NAGAR, BORIVALI (E), MUMBAI - 66

Telephone: +91 9821118355

E-mail: satishnaringrekar@gmail.com

Contact #2 (Faculty Representative)

Name: MS. VIDHI DOSHI

Title: AST. PROFESSOR

Address: LN COLLEGE, RAJENDRA NAGAR, BORIVALI (E), MUMBAI - 66

Telephone: +91 97693 28264

E-mail: vidhikdoshi@gmail.com

Contact #3 (Additional Contact, faculty/liaison/advisor)

Name: MR. RAJESH DEODHIA

Title: SECRETARY

Address: LN COLLEGE, RAJENDRA NAGAR, BORIVALI (E), MUMBAI - 66

Telephone: +91 98199 11914

E-mail: rajeshdeodhia@gmail.com

3. Funding

There are no fees associated with becoming an Academic Partner.



Rajesh A. Doshi
I/C Principal
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Rajendra Nagar, Borivali (East), Mumbai - 400 066

4. Intellectual Property

The term intellectual property shall mean means all of the following anywhere in the world and all legal rights, title or interest in, under or in respect of the following arising under law, whether or not filed, perfected, registered or recorded, filed, issued or acquired, including all renewals: all copyrights, copyright registrations and copyright applications, copyrightable works and all other corresponding rights; image rights, moral rights and related rights; all trade dress and trade names, logos, labels, internet addresses and domain names, slogans, emblems, insignia and other distinctive signs, trade and platform names, trademarks and service marks and related registrations and applications, including any intent to use applications, supplemental registrations and any renewals or extensions; rights in designs, utility models, any and all inventions, developments, plan and work in progress patents, inventions disclosures and all associated goodwill, rights to sue for unfair competition; all computer software (including source and object code and artificial intelligence), works produced by artificial intelligence, databases rights, firmware, development tools, algorithms, files, records, technical drawings and related documentation, data and manuals; trade secrets conceived, made, created, developed or reduced to practice and know-how, whether or not protected by Law; and / or all copies and tangible embodiments of any of the foregoing (in whatever form or medium); business models, topography rights, and any other intellectual property right recognized anywhere, in each case, whether registered or unregistered, and all applications, registrations now existing or subsequently available, developed or acquired anywhere with respect to the foregoing, as well as any rights to use any of the foregoing.

There are no rights given or exchanged between parties for the protection of intellectual property. LN College will benefit from this partnership through brand recognition on the CMT Association's website and subsequent marketing materials as detailed in the Academic Partner Program Fact Sheet.

WHEREAS, the Parties agree that CMT Association owns the trademarks "Chartered Market Technician" and "CMT" (the "Mark"), and that the Mark has become a valuable asset of CMT Association; and

WHEREAS, LN College owns all right, title and interest in their academic courses, logos, and copyrighted materials.

It is understood that the execution of this MOU shall not in any way grant any licence or right of any nature whatsoever in favour of LN College to use or exploit the intellectual property rights of CMT.

The LN College hereby acknowledges CMT's exclusive ownership of its intellectual property rights and any goodwill associated therewith and undertakes not to challenge the validity or ownership of any of CMT's intellectual property rights or claim adversely to CMT any right, title or interest in and to any of CMT's intellectual property rights.

5. Duration

This MOU shall become effective upon signature by the authorized officials from both Parties and upon execution by the last to execute of the Parties and will remain in effect until modified or terminated by either party.



Rajendra Nagar
I/C Principal
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6. Reporting

Evaluation of success for students and faculty of LN College in the CMT's Academic Partner Program and overall effectiveness of the partnership will happen on an annual basis and will be undertaken by CMT. The partnership agreement can remain in effect indefinitely provided LN College adheres to the requirements set forth for the respective benefit tier as is communicated by CMT to LN College from time to time.

7. Severability

This MOU is at-will and may be modified or terminated by authorized officials from either Party with 90 days prior written notice. In the event any one or more of the provisions of this Agreement for any reason is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and continue in full force and effect. Notwithstanding the foregoing, the Parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

8. Applicable Law and Dispute Resolution

- a. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of India. Subject to (b) below, courts of appropriate jurisdiction in Mumbai shall have the jurisdiction with respect to the matters in connection with this Agreement.
- b. Any dispute arising under this Agreement, shall be referred to arbitration by a sole arbitrator appointed by the Parties through mutual consent according to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. Where the parties are not able to arrive at a consensus, a sole arbitrator shall be appointed by the Court. The venue for arbitration shall be at Mumbai and the language of proceedings shall be English. Each party shall bear its cost of Arbitration, unless otherwise determined by the arbitral award. This Agreement shall be governed by, and construed in accordance with, the Republic of India, without regard to its conflict of law's provisions. Any dispute, legal action or proceeding related to or arising under this Agreement shall be brought in the Mumbai High Court.

9. Signature Authority

The individuals signing below each represent and warrant that they have the authority to engage on behalf of the Party for whom they are signing.

10. Miscellaneous

- a. Entire Agreement. This Agreement shall constitute the complete and exclusive understanding of the Parties with reference to the subject matter hereof, and



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Ramesh Kumar
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- supersedes all prior proposals, negotiations, agreements and other representations or communications, whether oral or written.
- b. **Waiver.** Failure of a Party to enforce any term of this Agreement shall not be deemed a waiver by that Party of any breach or right to enforce that may thereafter occur.
 - c. **Variation.** No variation or modification of this Agreement or waiver of any of the terms of provisions hereof shall be deemed valid unless in writing and signed by both Parties.
 - d. **Assignment.** LN College shall not, directly or indirectly, assign this Agreement or delegate or transfer any of its duties or obligations hereunder, or undertake any other action which has the effect of assigning or transferring the its duties hereunder without the prior written consent CMT.
 - e. **Relationship.** Nothing herein shall be construed to constitute a joint venture among the Parties, nor shall either Party be deemed the agent of the other or have the right to bind the other in any way without the prior written consent of the other.
 - f. **Counterparts.** This Agreement may be executed in one or more separate counterparts, at different locations and on different dates, and each executed counterpart shall constitute and be deemed an original for all purposes, and all executed counterparts collectively shall constitute one and the same agreement. Any or all counterparts may be executed by electronic or facsimile signature, which shall have the same force and effect as an original signature.
 - g. **Scholarships:** It is agreed between the Parties that CMT may at its sole discretion offer scholarships / any other such concessions to deserving students of LN College on the exam fees to be paid by such students and faculty for the purpose of CMT Level 1 and 2 exams. The Parties understand that the students selected shall be based on such criteria and parameters as CMT may deem fit. Further, CMT reserves the right to modify the terms and provisions of the scholarship / concession offered by it at any time during the duration of such scholarship / concession and CMT shall not be liable to serve a notice or intimation to any party whatsoever regarding such change.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement, effective as of the Effective Date being the later of the 2 dates given below.

CMT Association, Inc.

LN College

By: _____

By: DR. SATISH A. NARINKREKA

Name: Alvin Kressler

Name: DR. SATISH A. NARINKREKA

Title: Executive Director/CEO

Title: PRINCIPAL.

Date: _____

Date: 03/04/21

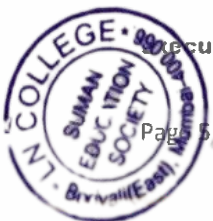
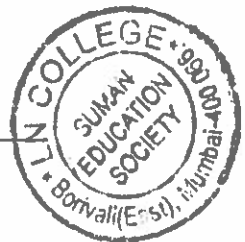
Contact Information

Alvin Kressler

CMT Association

Executive Director/CEO

25 Broadway, Suite 10-03



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646.652.3300 x 114

Academy@cmtassociation.org

LN College

Faculty Representative

Title

Address

Telephone

Fax

E-mail



Rashmi A. Ashu

I/C Principal
LN College

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