

கமர்ஷியல் தமில்நாடு TAMILNADU

கமர்ஷியல்
சென்னை

The Institute of Company
Secretaries of India

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AT 712856

G. SIVAKUMMAR
Stamp Vendor

LIC No. 14508/B1/92
11, 4th Street, Jayalakshmi Nagar,
Kangambakkam, Chennai-600 034
Mobile : 9381001109

THIS MEMORANDUM OF UNDERSTANDING is made and executed on Thursday, the 1st day of January, 2015 at Chennai

BETWEEN

Canara Bank, Bangalore, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Head Office at 112, J C Road, Bangalore - 560 002 (hereinafter referred to as '**The Bank**', which expression shall, unless repugnant to the context or meaning thereof, include its successors & assigns) on the **first part**

AND

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, NEW DELHI, a statutory body set up by an Act of Parliament, namely, The Company Secretaries Act, 1980 (Act No 56 of 1980), having its Head Office at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003, (Hereinafter referred to as '**ICSI**') which expression shall,

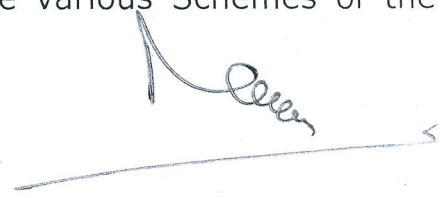
wherever the context so admits, mean and include its successors assignees, etc. of the **Second part Whereas** ICSI is engaged in the regulation of the profession of Company Secretaries and is desirous of capacity building of the students and member of ICSI.

And Whereas the Bank is a Government of India Undertaking and provides wide range of banking services and financial products across all geographical segments.

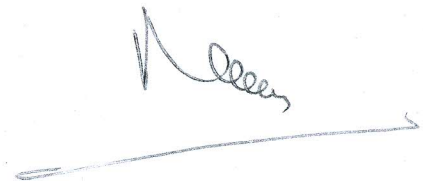
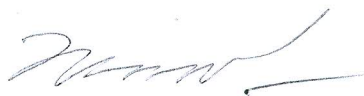
The Bank agrees to have arrangement with ICSI for overall banking relationship and for assisting the Institute, its students and members whether individuals / firms for availing the various banking facilities including financial assistance or any of its other banking services from the Bank.

Now, therefore, this MOU witnesseth as under:

1. ICSI nominates the Bank as one of its preferred financiers for financing its students for availing financial assistance and the Bank accepts its nomination as one of the preferred financiers for the Students of the Institute for availing the Bank's prevailing education loan scheme for students pursuing the course of Company Secretary.
1. ICSI nominates the Bank as one of its preferred financiers for financing its members for availing financial assistance and the Bank accepts its nomination as one of the preferred financiers for the Members of the Institute for availing the Bank's loan scheme specially designed' for Company Secretaries or any other retail loan schemes.
2. ICSI shall disseminate the information about the loan facilities available under the MoU amongst its students and members through its website / email.
3. In case of default in the repayment of the loan by the student and members, the Bank shall have the right to proceed against the student and members according to law as per the guidelines of the Bank. In the process, ICSI shall be sharing all the information available in its possession.
4. The arrangement of financial assistance to the students and members of ICSI would be under the various Schemes of the Bank in vogue.



5. The Bank stipulates that it shall consider the proposals submitted by the students and members of ICSI strictly on merits of each case subject to the compliance of scheme guidelines and the decision of the Bank is sanctioning a loan or otherwise will be final. The Bank shall not be liable to ICSI in any manner whatsoever in case the Bank denies the disbursement of the loan to the students/members suggested by ICSI as per this arrangement.
6. ICSI will display the various products of the Bank in its offices at various centres for its publicity.
7. The Bank will give adequate publicity in its branches and offices regarding the facilities made available to students and members of the ICSI under the terms of this MOU. Under its Corporate Social Responsibilities (CSR) activity the Bank shall extend all possible support in advancement of professional education in the country.
8. ICSI would support the Bank, wherever possible, by opening its accounts and the accounts of its Regional Offices with the branches of the Bank.
9. The Bank shall have the right to modify its Loan Scheme guidelines, including or design special loan 'scheme for students and members of the ICSI from time to time as per market demands and also amend policy guidelines and wherever the said guidelines are modified; the Bank shall inform ICSI accordingly. ICSI shall have the right to accept or reject the modifications or request for fresh terms and conditions to ensure that these are not prejudicial to the interest of its students and members.
10. It can be terminated by giving a prior notice of not less than THREE months by either party to the other. However, the revocation of the MOU shall only be prospective and will not affect the rights/obligations arising out of or acts done prior to the cancellation of the agreement.
11. ICSI shall not be liable for any claim of personal loss arising out of executing the arrangement mentioned in this MoU and functioning of the Bank.

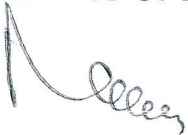


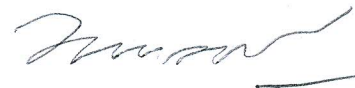
12. Any dispute or difference arising between the parties as to the effect, validity or interpretation of this MOU or as to their rights, duties or liabilities shall be resolved amicably between the parties.
13. This MOU shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in New Delhi.
14. If both the parties find any ambiguity in any of the clause of this MOU and need clarification then both the parties shall mutually agree for the clarification required. In such case, a supplementary MoU may be signed by both the parties. Both the parties may mutually discuss and add/amend/extend the scope of this MoU within the period of this MoU.
15. Neither Party shall assign this MoU or all or any of the rights or obligations hereunder to any person without the prior written consent of the other party.
16. Each party represents and warrants to the other party that:
It has the necessary power to enter into and perform its respective obligations under this MOU; all actions, conditions, and things required to be taken, shall be fulfilled and done in order to enable them to lawfully enter into and perform their obligations under this MOU; and ensure that these obligations are legally enforceable; the authorized signatory of each of the party executing this MOU is duly authorized to execute this MOU and execution by such authorized signatory shall bind the party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE FIRST DAY OF JANUARY, 2015

**For the Institute of Company
Secretaries of India**

For Canara Bank





In the presence of :