

Memorandum of Agreement to offer

CILT International Qualifications of The Chartered Institute of Logistics and Transport

Name of Accredited Approved:

Training Provider (ATP)

NAIPUNNYA BUSINESS SCHOOL

Address of Accredited Approved

Training Provider (ATP)

Naipunnya Nagar, Pongam, Koratty - East, Thrissur (Dist)

KERALA – 680 308

INDIA

Institute Branch/

Territorial Organisation

CILT India

Authorised Delivery Partner

(ADP)

INSTITUTE OF PROFESSIONAL QUALIFICATIONS

48/1744/C11, 4th Floor, Jomer Symphony,

AKG Vayanasala Road, NH Bypass, Opp. Zee Keralam, Near Vytilla, Cochin - 682 019, KERALA, INDIA.

Qualifications Covered

Level 5

International Diploma in Logistics and Business

Management.

Date of Agreement

18/04/2024

Agreement Review Date

30 April 2025

Definitions and Interpretation

'Accreditation Certificate' means the accreditation certificate issued to the ATP listing the qualifications/courses which the ATP is authorised to deliver during the period from the start date and expiring on the expiry date stated on the relevant certificate.

'Administration charge' means the levy of a specific fee to cover the costs of administration time associated with the production of an amended certificate, alteration of a student's name or similar adjustment to the student entry, when not submitted as part of the standard student registration process

'Agreement' means this 'Memorandum of Agreement' between CILT International, 'Authorised Delivery Partner' (ADP) and the ATP.

'ATP' means the Accredited Approved Training Provider named above.

'Authorised Delivery Partner' (ADP) means the authorised representative of CILT International licenced to support the provision of education and training services to partner providers within the country.

'Bank and Tax Charges' means all fees and charges levied on payments made by the Training Provider in respect of invoices raised by CILT International and receipted by CILT International or its nominated representative (e.g. CILT UK).

'Brand Guidelines' means the branding and identifying guide produced by CILT dealing with the use of the approved logo and associated marketing materials.

'Certification' means the process of generating CPD, Unit or Full qualification certificates and transcripts on behalf of CILT.

'CILT' or 'the Institute' means the 'Chartered Institute of Logistics &Transport.

'CILT IP' means the intellectual property, including syllabus, content, and learning material and other related documentation, of CILT in the CILT IQs, whether in written or electronic form.

'CILT IQs' means 'CILT Qualifications' which refers to the suite of CILT Qualifications developed for the international market including, but not limited to, 'Advanced Diploma', 'Diploma', 'Certificate', 'Introductory Certificate' and 'Entry Award' in Logistics and Transport and any individual unit or module thereof and any additional units, modules or qualifications notified by CILT to ATP from time to time.

'CPD Usage' refers to instances where the training provider wishes to access the CILT's formal syllabus and materials but is not planning to deliver the full formal qualifications either in full or part, but instead provide a short course/CPD opportunity which till not result in an official award. Release of materials and CPD certification charges will still apply but the attendance certification cannot imply successful completion of any CILT International qualification programme and clarification on the CPD Certificate wording should be sought from the IESDM prior to production of certificates.

'Date of Registration' means the date that the relevant Training Provider entered the Student Details onto the CILT International student database and submitted them electronically.

'Delegation Agreement' means the specific delegation agreement made between the relevant Institute Branch or Territorial Organisation, the 'Authorised Delivery Partner' (ADP) - which is responsible for overseeing the specific ATP named in this Agreement and CILT International pursuant to the Byelaws of the Chartered Institute of Logistics and Transport as adopted in 2010.

'IB' or 'TO' means respectively as an 'Institute Branch' or a 'Territorial Organisation' of the Institute.

'IESDM' means the International Education Services and Development Manager of CILT.

'Late registration fee' means the specific schedule of charges relating to the late payment of student registration fees beyond 30 days from the date of the commencement of a full CILT International course, and 7 days from the registration of a cohort of students onto a single module CILT International course. The late registration fee applies when providers register students 30 days or more **after the commencement date of the course**. Providers should give as much advance warning as possible of a commencement date to CILT International's Education Administrator.

'Moderation' means the process of checking and validation exam/assessment material and samples of completed exams/assessments/reports by a Verifier appointed by the IESDM.

'Replacement Certificate Fee' means the charge levied to a Training Provider for the production of a replacement certificate where the original document has been lost.

'SG' means the Secretary General of CILT

'Schedule' means the Schedule of Costs Payable attached to this document.

'Student' means a student meeting the requirements for enrolment and enrolled on a CILT IQ course or programme.

'Student Cohort' means a group of students at a specific Training Provider location undertaking a specific CILT International course at a specific level for a specific duration.

'Training Provider Fees' means the fees levied to individual students attending the Training Provider programmes for which accreditation is sought.

'Training Provider Pack' means a detailed guidance and information Pack for TPs which is provided to the ATP upon accreditation, and which is updated and re-issued from time to time by the IESDM.

'Train the Trainer' means the CILT induction programme currently in force for all core and 'call off' trainers and guest speakers which is applied at first accreditation and at regular intervals thereafter.

The Agreement

- This Agreement constitutes a non-exclusive, non-transferable, time-limited licence granted by CILT to 'Authorised Delivery Partner' (ADP) to permit ATP to use the CILTIP in the CILT IQs, relating to the course or unit award listed on the ATP's Accreditation Certificate within the territory of the IB or TO specified in the Accreditation Certificate The licence terminates automatically on the expiry date set out in the Accreditation Certificate.
- 2. The licence hereby granted is solely for the use by the ATP, and is not transferable to a 3rd party nor other departments/divisions of the same ATP operating in a different location other than the location permitted in the licence. Use of any of the course materials by any party other than the ATP or its Students will be a breach of this licence allowing the Institute to terminate this licence immediately by notice.
- 3. In consideration of being permitted to use the CILT IQs, the ATP agrees to pay CILT the annual sum stated in the Schedule in respect of each registered student. This sum shall be paid within 28 days of receipt of an invoice from CILT in respect of full CILT International courses and within 7 days in respect of single module courses. The international registration fee sum shall be reviewed annually. Failure to pay any amount within the time specified will constitute a material breach of this agreement permitting CILT to terminate the licence granted in this agreement immediately by notice to ATP.
- 4. The ATP must hold current accreditation from CILT to deliver these courses, unit awards and relevant programmes. (The accreditation requirements and procedures are available from the Education Services and Development Manager).
- 5. The ATP shall ensure that it and each of its employees or associates shall abide by the Code of Professional Conduct of CILT and will encourage and maintain appropriate quality standards in accordance with the Quality Assurance requirements of the Institute. A copy of The Code of Professional Conduct will be provided by the IESDM. Note that this also covers the protocol where a training provider staff member may wish to serve on a CILT International or CILT local committee as a volunteer and the behaviours expected.
- Any action of the ATP, or any employee or associate of the ATP, that brings the Institute into disrepute will result in termination of this Agreement with immediate effect. This will apply both locally (in respect of behaviours within an IB or TO) and internationally.
- A list of those teaching the CILT IQs must be submitted upon request to the SG together with their Curriculum Vitaes. The ATP must provide evidence of their Governmental or other regulatory licence where this is also requirement of the country.
- 8. Normally students under 18 years of age are not to be enrolled. There may be justified exceptions to this rule, such exceptions, and the reasons for them should be referred to the IESDM, whose decision shall be final.

- 9. The copyright and all CILT IP in the course material (and related publications) remains the property of the Institute and may not be reproduced without express permission in writing from the Institute except in so far as it is necessary for the enrolled Students for study purposes only and, in connection with, the CILT IQ courses being undertaken. The ATP agrees to use only the valid and current CILT IQ content. ATP must procure that all copies of course materials must bear a legend as follows: "Copyright of this course material belongs to the Chartered Institute of Logistics & Transport and any unauthorised reproduction or use of this course material, or any part thereof is expressly forbidden and will result in enforcement through legal proceedings". Where the training provider is seeking permission to run a CPD/short course and use relevant materials for 'CPD usage' only, then standard charges will apply and permission for CPD attendance certification sought from the IESDM.
- Pursuant to Clause (9) above all course materials, handbooks, and tutorial material should follow the current CILT International brand guidelines which can be obtained from the Education Administrator.
- All accredited training providers (both accredited centres and accredited programmes) will be expected to evidence processes in place for training their trainers/consultants in relation to teaching ability and how this is performed. All newly accredited centres will need to run the CILT Train the Trainer induction programme (via face to face, webinar or blended delivery models as agreed with the IESDM) and all centres will need to run a refresher/updated course on an annual basis using materials provided by CILT International.
- 12. The approved training provider will ensure that the promotion and marketing of the accredited qualifications takes place in accordance with the current brand and identity guidelines provided by CILT in respect of use of the name, logo and other material specifications of the CILT for web, hard copy and other promotional activities. Use of the CILT name and logo should only be used in conjunction with the accredited course/offered by the training provider and should not be used in any way to assume endorsement or recognition of the wider services of the training organisation. Use of the brand identity will only be permitted whist the training provider possesses a current valid accreditation certificate and should be removed in the event of expiry, lapse or revocation of the accreditation. Note that the CILT IESDM will be responsible for spot checks on all training providers to ensure that these guidelines are being followed correctly and will advise remedial action.
- 13. The approved training provider must ensure that all core and call off tutors/lecturers undertake the current CILT Train the Trainer programme and undertake refresher sessions at regular intervals. This is to ensure that the quality of core, occasional and guest trainers meet the requirements in relation to knowledge but also competence to teach. Where the relevant tutors already have acquired a country recognised Train the Trainer qualification details should be provided as part of the application process to the IESDM.

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- 14. On enrolment, every Student must be at least an Affiliate Student Member of the relevant IB or TO and must be a fully "paid up" current member before he/she is permitted to take the examinations. All material promoting any CILT accredited courses must make clear that enrolment in such course is conditional on the Student being an Affiliate Student Member of the relevant national CILT body that is the IB or TO for the country concerned. Where there is no convenient IB or TO for membership this should be referred to the IESDM or SG for advice as to which country membership will be most appropriate
- 15. The 'Authorised Delivery Partner' (ADP) must register every Student that takes the CILT IQ Programme and upload that registration through the on-line portal within 7 days of the commencement of each programme of study (immediate registration is required in respect of single module courses). This enables CILT to track the progress of the students. The Student Registration software and essential data requirements will be advised to the 'Authorised Delivery Partner' (ADP) before the first intake of students and must be used throughout the service delivery period. This is a quality assurance requirement of the Institute. Students who are not registered at the start of the course will not be offered certificates.
- 16. Any late registrations notified through the student database after course commencement (new students or substitutions) will be treated as new students and will be charged the full registration fee. Any registrations received after 30 days will be required to pay the full student registration fee and a £30 late registration administration fee per student and will treated as new student cohort for the purposes of administration.
- 17. The 'Authorised Delivery Partner' (ADP) and the ATP understands that any significant outstanding fees associated with student registration will result in the holding back of all student certificates relating to that provider, regardless of the specific student batch or invoice in question.
- 18. Any changes to student details (e.g., name change, alterations to personal details) during the 'live' course period must be notified to the IESDM with the appropriate evidence. Production of amended certificates due to data entry error by the provider may be subject to a £70 administration fee per student inclusive courier costs per shipment.
- 19. Any requests for replacement certificates due to loss will be subject to a replacement certificate fee of £70 which will be a fixed charge per courier transaction.
- 20. For modular units, payment must be received within 7 days of the course commencement and for complete CILTI course programmes cleared funds must be received by CILT within 30 days of course commencement.

- 21. CILT International will help with provision of past exam papers and marking schemes where available, but the ATP must use these as a basis for their own sets of papers set locally. All ATP's must give adequate notice (as set out in the approved Moderation Exam Scripts or any other assessment material pursuant to the cause.
- 22. All ATPs must follow the prescribed moderation processes for both assessment/exam papers and for review of students' scripts and reports, including provision of sufficient notice for checking and feedback. CILTI reserve the right to request postponement of examinations should inadequate warning be given in line with the CILT Accreditation, Registration and Moderation guidelines or exam papers fail to reach the specified standards when they are issued to the CILT International Moderation team.
- On completion of CILT IQ Programme and passing of the CILT IQ examinations, the student will be offered a Professional Qualification Certificate issued by CILT to show he/she has "graduated". Please note that all fees must be paid in full for all the students named on the invoice prior to the issue of each certificate in line with the Schedule of Charges at Appendix 1. All payments must equate to the full value of the accreditation, registration or certification charges and it is the responsibility of the Training Provider to ensure that sufficient funds are in place to meet any additional Bank or Tax charges levied against the remitted amount. Payment must be attributed to specific invoice references and partial payments against invoices will not be accepted.
- Training Providers should note that as an accredited centre we ask that the Schedule of Course Fees (Appendix 2) is completed and returned to the IESDM on an annual basis This return remains confidential between CILT International and the Centre but will be used to assist with benchmarking exercises and taken into consideration when CILT grants (i.e., such as Aspire) are sought for individual students. Whilst this is not a formal requirement of accreditation, the provision of this information (e.g., expressed as a range or 'guide price') would be most appreciated.
- 25. Providing the Student believes he/she meets the experience criteria in the logistics and/or transport sector, he/she will be encouraged to submit an application form for membership. If granted, he/she will be permitted to use the post-nominal MILT, provided they remain current in their membership subscriptions to their relevant CILT Branch or Territorial Organisation and comply with all other obligations of membership of the Institute. In the event of accredited postgraduate qualifications, they may be invited to apply for the grade of CMILT dependent on relevant professional and managerial experience.
- 26. The ATP is required to inform the 'Authorised Delivery Partner' (ADP) of the details of their progress, and of any other issue which may affect the Quality Assurance issues of the ATP and/or Students. Any liaison with the relevant Skills Council/Qualifications Authority should be made in conjunction with the IESDM

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- The ATP is required to adhere to any locally arranged quality control systems and 27. education provider support which has been put in place pursuant to the Delegation Agreement for the relevant Institute Branch, and which may from time include additional 28.
- The licence granted in this Agreement may be renewed for a further fixed term prior to the expiry date stated in the Accreditation Certificate at the discretion of the Institute provided the ATP remains authorised by its regulatory authority ('Authorised Delivery Partner' (ADP)) to provide education to Students and has complied in all respects with the terms of this Agreement.
- All the above clauses should also be read in conjunction with the current Training 29. Provider Student Registration and Certification Guidance which will be issued to all approved training providers and is also available through the CILT International website. Attention is specifically drawn to the conditions attached to use of the CILT UK Knowledge Centre services and use of the passwords linked to this service.
- The Training Provider undertakes to make full payment in line with the Schedule 30. of Charges at Appendix 1. The charges applied by CILT International will be those in force at the time of signing of this MoU and the training provider will become liable for any future variation in fee levels as notified by CILTI. The provider will be notified at least 3 calendar months in advance of any such change.
- 31. The ATP is required to provide reporting metrics when asked on a reasonable basis. This will most likely be twice a year. This means the ATP must reply within 14 days of
- It is the duty of the ATP to notify CILT International of any changes in personnel and to 32. forward CV's so they can be verified and approved accordingly.



Signatories and Authorisation

| On behalf of the Accredited Training Pr | |
|---|-----------------|
| Company Taining Pr | ovider |
| Signature | 16/4/2024 |
| Signature | Date |
| Dr. Jacob P M | |
| PRINT NAME | |
| Director | |
| ROLE/JOB TITLE | |
| NAIPUNNYA BUSINESS SCHOOL | |
| ORGANISATION | |
| | |
| On behalf of CILT International (IESDM | or SG may sign) |
| 7/10 | 2315124 |
| Liline | |
| Signature | Date |
| Zoe Roberts | |
| PRINT NAME | |
| International Education Services & Developm | nent Manager |
| ROLE/JOB TITLE | |
| CILT International | |
| ORGANISATION | |
| | |



| | tative, IVP, SG or Trustee may sign) | |
|---|--------------------------------------|-----|
| Signature | | |
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| On behalf of 'Authorised Delivery Partner' | (ADP) | |
| On behalf of 'Authorised Delivery Partner' | (ADP) | |
| Julioh | (ADP) 13/04/2024 Date | |
| On behalf of 'Authorised Delivery Partner' Signature | (ADP) 13/04/2024 Date | |
| Signature | (ADP) 13/04/2024 Date | |
| Julioh | (ADP) 13/04/2024 Date | |
| Signature Julesh Nambiar PRINT NAME | (ADP) 13/04/2024 Date | |
| Signature Julesh Nambiar PRINT NAME Marketing Director – Future Logistics Partnership. | (ADP) 13/04/2024 Date | |
| Signature Julesh Nambiar PRINT NAME Marketing Director – Future Logistics Partnership. | (ADP) 13/04/2024 Date | |
| Signature Julesh Nambiar | (ADP) 13/04/2024 Date | |



Dr. Jacob P M Director

Appendix 1

CILT Professional Qualifications in Logistics & Transport Schedule of Charges Payable to CILT International for International courses

Accreditation Fees

For any new training provider to seek 'approved centre' status (for delivery of CILT formal qualifications) or 'approved programme' status (for delivery of degree and postgraduate/Masters courses to meet MILT and CMILT educational standards), all accreditation administration and assessment fees must be paid in full prior to any course commencement and preferably ahead of launch/marketing activity for the relevant course.

The IESDM will normally negotiate 'batched' visits with multiple providers (usually via the CILT Branch or Territory as coordinating body) to keep costs down, and where appropriate CILT International will allocate at least one 'local' accreditation consultant who will be sourced from a nearby country. It is important that any provider which wishes to be considered through either the 'centre; or 'programme routes has already sought the approval of the Branch/Territory and notified the IESDM of their intentions before expending funding on the formal visit.

A quotation will be provided which will cover professional time for the visit and reporting, travel/subsistence, and the appropriate administration fee. Note that the local Branch or Territory may also require attendance which may or may not attract a separate local fee (see below).

The fees will normally cover an approval period of between 1-3 years depending on individual circumstances.

For reaccreditation the same rules apply although CILT International can delegate the visit to the local Branch/Territory to handle.

For providers wishing to access CILT International materials for the express purpose of running non-accredited short courses/CPD seminars (i.e., without the formal examination assessment) then the accreditation and registration processes still apply, although each case will be assessed on its own merits.

Those organisations who are not accredited or have not paid accreditation fees will not be able to access the system to register students. A warning flag will appear reminding existing training providers of their expiry date upon entry of students, and should no application be received at least 3 months prior to the expiry date the system will lock out any further entries being uploaded by the provider.

Student Registration Fees

It is CILT International policy that all student registrations are made through the CILT from the start of the course.

All students registered with the provider at the outset of the course must be registered with CILT International and the applicable student fees paid at the beginning of the course. It payment until later in the course. Full details of penalties are given below should any provider fail to adhere to this policy, with the ultimate sanction that their accredited status can be revoked.

Local Subscriptions

All Students undertaking the CILT IQs are now required to become members of their Institute Branch or Territorial Organisation and so the local subscription rate will be payable. This amount is set by the IB/TO and not by CILT itself, although it must be enough to cover the annual capitation fee. Payment and registration should take place at the start of the course in respect of all registered students.

Local Charges and Fees

From time-to-time local Institute Branches or Territorial Organisations may put in place additional charges to support the ATP in the promotion/marketing of their courses via their CILT website and publicity, to provide quality assurance checks on student applicants, examination support services, to provide call-off lecturing personnel and other quality control measures. These measures are permitted through the relevant Delegation Agreement made between the specific country and CILT International and thereby support all reasonable charges made by the local IB/TO for this service. As with membership and registration fees, these must be made transparent to all parties prior to course commencement and all fees paid at the start of the course

Collection of Fees

It is suggested to simplify payment and membership administration that the ATPs should include in their customer charge out fee the total (annual) CILT professional membership subscription, for the period whilst the student is undertaking the course.

