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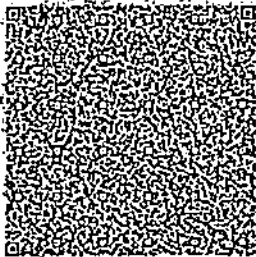
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# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DE59818743664974N
Certificate Issued Date	: 20-Jan-2016 03:22 PM
Account Reference	: IMPACC (CR) d1835310/DELHI/ DL-DEL
Unique Doc. Reference	: SUBIN:DLDEL83531016525848089188N
Purchased by	: NSEIL
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NSEIL
Second Party	: NA
Stamp Duty Paid By	: NSEIL
Stamp Duty Amount (Rs.)	: 300 (Three Hundred only)



Please Write or type below this line

#### AGREEMENT

This Agreement is made by and

BETWEEN

Jagan Nath Gupta Memorial Educational Society (JNGMES) Delhi, a registered non-profit organization, established in 1993, and having its registered office at B, Institutional Area, Sector-5, Rohini, Delhi -110085, India (hereinafter referred to as "JNGMES") represented through Mr. Manish Gupta, Chairman, who is duly authorised to sign and execute this Agreement on behalf of JNGMES, the party of the First Part;

AND

National Stock Exchange of India Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Exchange Plaza, Bandra-Kurla Complex, Bandra (East), Mumbai -400051, (hereinafter referred to as "NSE"), represented through Ms. Rana Usman, Sr. Assistant Vice President and Head - Northern Region at the regional office of NSE at Delhi viz., 4<sup>th</sup> Floor, Jeevan Vihar Building, Parliament Street, New Delhi 110001, who is duly authorised to sign and execute this Agreement on behalf of NSE, the party of the Second Part.

For Jagan Nath Gupta Memorial Educational Society

*[Signature]*



Page 1 of 19

Jagan Nath Gupta Memorial Educational Society

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#### Statutory Alert:

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The expression party of the First Part and the party of the Second Part shall unless the context otherwise requires be deemed to mean and include their representatives, successors and assigns.

JNGMES and NSE shall hereinafter also collectively be referred to as the "Parties" and individually as the "Party"

**WHEREAS,**

1. The Jagan Nath Gupta Memorial Educational Society (JNGMES), Delhi, a registered non-profit organization, established in 1993 with a mandate to "serve the academic and professional needs of the students in the country". The Society was established in the memory of Late Sh. Jagan Nath Gupta, an industrialist, educationist, a great visionary and social reformer, has been imparting high quality value based professional education for the last 17 years in NCR Delhi, UP and Rajasthan to create a pool of professionally qualified and skilled managers and entrepreneurs to meet the growing needs of trade and industry. The vision of the society is to establish educational institutes such as universities, management institutes, technical institutes etc. of academic excellence to provide quality education which is known for the total commitment to professional education and research.
2. NSE is the largest exchange in India and has brought about unparalleled transparency, speed, efficiency, safety and market integrity. NSE carries out a number of educational initiatives such as certification programs, investor seminars, secondary and senior secondary school level courses, development of educational materials on financial markets etc. NSE promotes financial literacy and skill oriented financial markets courses. NSE has also introduced an online examinations system for testing and certification called NSE's Certification in Financial Markets (hereinafter called as NCFM). NCFM is an online testing system, a revolutionary concept in administration of examinations and the only one of its kind today in the country. It tests the practical knowledge and skills required to operate in the financial markets in a secure and unbiased manner and awards certificates based on relative merits.
3. JNGMES and NSE are desirous of entering into an agreement to evolve new academic discipline in financial markets management by NSE facilitating universities, management institutes and technical institutes under the umbrella of JNGMES to offer degree, diploma and certificate programmes in Financial Markets starting from the academic session 2015 by including relevant NCFM/NISM curriculum and contents as independent paper(s).

The Parties have appreciated each other's objectives in promoting excellence, *inter alia*, in education in common areas of interest and are desirous of entering into an Agreement for the aforesaid purpose. The Parties are also desirous of working together for identifying other areas of co-operation between them.

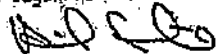
The Parties hereto are desirous of recording the terms of their agreement into an Agreement for the areas identified for co-operation and commit to co-operate to the fullest extent.

Now, therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows:

**1. DEFINITIONS**

The following expressions shall have the following meanings:

For Jagannath Gupta Memorial Educational Society



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1.1 "CONFIDENTIAL INFORMATION" means:

- 1.1.1 Either Party's proprietary technology and/or software in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention;
- 1.1.2 All technical, proprietary and confidential information of either Party
- 1.1.3 Any manuals, notes, documentation, technical information, drawings, diagrams, specifications, or formulas which are not intended for distribution to or use by end-users or know-how related to any of the foregoing;
- 1.1.4 Any information regarding current or proposed products, trade secrets, know-how, marketing plans, customers, employees, vendors, contracts and contractual obligations, business methods, financial data or marketing data which are not intended for distribution to or use by end-users including the details of the Students enrolled for the Programmes;
- 1.1.5 Any other written information that is clearly marked or designated as confidential or proprietary by such party; and
- 1.1.6 Any unwritten information that is identified by such party as confidential at the time of disclosure.
- 1.1.7 Without prejudice to the above, any information exchanged between the Parties during the subsistence of this Agreement for the purposes of this Agreement.

1.2 "EDUCATIONAL INSTITUTE(S)" means a university, management institute, technical institute or college of higher education promoted and established under the umbrella of JNGMES and duly approved under the relevant state / central law. An updated list of such educational institutes is attached as Schedule "A".

1.3 "PROGRAMME(S)" means degree, diploma or certificate programme in financial markets which JNGMES will offer to its students on the strength of its technical/academic collaboration with NSE to include contents of NCFM/NISM in its curriculum. These programmes can be MBA/M Com (Financial Markets) a 2 Years and also a Five Years Integrated MBA/M Com (Financial Markets), 3/4 Years BBA/B Com (Financial Markets) or independent diploma/certificate programmes.

1.4 "FEE PAYABLE TO NSE" means the fee as detailed in Schedule "B" or that for such other programmes to be offered in future as mentioned in Clause 2 below.

1.5 "PROGRAMME MATERIAL" means the educational material in the form of workbooks provided by NSE to JNGMES for the papers for degree, diploma or certificate programme in financial markets, as the case may be, including but not limited to printed copies but may also include e-Learning platforms such as CD-based/ LAN-based/ Web-based Learning, Webinars, Podcast, Video-Conferencing System, TV Channels, Radio, referred sources etc.

1.6 "STUDENT" means the individual enrolled with JNGMES as a student for MBA/M Com (Financial Markets) Programme(s) or and any of such other programme as mentioned in Clause 2 below.

Dr Jagannath Gupta Managing Director, Educational Society

*[Handwritten Signature]*

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1.7 FACULTY means a person authorised by JNGMES to teach theory or practical at JNGMES in on line teaching, face to face teaching, mentoring etc for facilitating the learning process of the Student of the Programme(s).

1.8 "NSE Paper" means a paper(s) designed and developed by NSE and included in the Programme(s) offered by JNGMES as mentioned in Schedule C or 1.2 above of this Agreement.

## 2. OBJECTIVE

2.1 The Parties have agreed to work together and execute this Agreement to evolve new academic discipline in financial markets by NSE facilitating JNGMES to offer degree, diploma and certificate programmes in Financial Markets by including relevant NCFM/NISM curriculum and contents as independent paper(s) subject to regulatory feasibility and approvals by all concerned authorities (to be obtained by JNGMES). An Indicative list of programmes is given below:

1. BBA (FM)/B.Com (FM) - 3 years / 6 Semesters
2. MBA (FM)/M.Com (FM) - 2 years / 4 Semesters
3. MBA (FM)/M.Com (FM) - 4 years Integrated / 8 Semesters
4. MBA (FM)/M.Com (FM) - 5 years Integrated / 10 Semesters with exit option after 3 years as BBA (FM)/B.Com (FM)
5. Short term skill oriented Diploma / Certificate programmes
6. Certificate in Financial Literacy - non credit based

2.2 All the above programmes can be offered in classroom mode, distance learning, online / e-learning or blended learning mode as mutually decided by NSE and JNGMES.

After signing of agreement, NSE and JNGMES can mutually consent to add/drop or change the curriculum or papers as required by the circumstances. A record of all such discussion may be kept. No separate agreement need to be signed

## 3. SCOPE OF THE AGREEMENT

Based on the terms and conditions as may be mutually agreed upon between the Parties from time to time, both the Parties agree as follows:

3.1 All the above programmes can be offered by any of the educational institutes of JNGMES as defined in para 1.1 of this agreement and listed in Schedule A based on the competence of the respective educational institute(s). Educational institute(s) offering the programme will obtain necessary regulatory approvals, wherever required, from the competent authority. The eligibility, admission procedure and selection of the students for enrolling for the Programmes shall be as decided by JNGMES and mutually agreed by NSE after considering the recommendations and suggestions offered in this regard by NSE. The procedure shall be intimated by JNGMES to NSE before implementation.

3.2 The admission for degree, diploma and certificates programmes in financial markets will be held on the basis of detailed procedure given in the prospectus/brochures (Admission Brochure for the relevant academic year/session). The students of CBSE who have passed NSE - CBSE joint certificate in Financial Markets Management at 10+2 level shall be given preference in admission for 5 years integrated MBA/M.Com (Financial Markets) BBA/B.Com in Financial Markets.



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of Jagan Nath Gupta Memorial Educational Society

3.3 The administration of the Programmes and the examination shall be conducted in the manner as provided herein below:

3.3.1 JNGMES shall administer the Programmes through its main campus, collect Programme Fees and incur expenses in programme administration such as faculty cost, infrastructure etc, as the case may be. The program administration includes teaching of all papers (including NSE Paper), conduct of examination, evaluation, assessment, internal and final semester examination, issue of marks/grade and award of degree as per procedure and guideline(s) of JNGMES for the relevant Programme.

3.3.2 All educational institutes of JNGMES offering programmes in financial market under this agreement shall consider the marks secured by the students in the final online examination conducted by NSE. The examination relating to NSE Paper/NGFM can be held either at NSE centres or in the premises of educational institute(s) of JNGMES subject to availability of infrastructure and specific approval by NSE.

3.3.3 JNGMES and NSE will work out modalities for smooth conduct of such examination, assessment etc. JNGMES shall complete required administrative formalities such as issue of special ordinance, approval from Board of Studies etc. to give effect to the inclusion of the NSE Papers as part of degree, diploma or certificate programme in financial markets, as the case may be.

#### 4. COMMERCIAL AND PAYMENT TERMS

The Parties herein agree that they shall pay their respective share of costs and expenses for the Programme in the manner, method and in the proportions mentioned in Schedule B.

#### 5. PROJECT CO-ORDINATOR

Project Co-ordinator: Both JNGMES and NSE will nominate a Project Co-ordinator each, as a single point of contact, on behalf of JNGMES and NSE to coordinate the launch and successful implementation of the Programmes.

#### 6. RIGHTS AND OBLIGATIONS OF THE PARTIES

##### 6.1 Rights & Obligations of JNGMES

6.1.1 JNGMES shall provide all the relevant information, guidelines and data to NSE to give effect to the scope and purpose of this Agreement within agreed timelines of launching the Programmes from the academic session 2015 onwards.

6.1.2 JNGMES shall ensure that the Programmes offered under this Agreement are in compliance with the relevant laws, rules, policies of JNGMES as well as other relevant Government or statutory authorities for including NSE papers and for adopting the assessment of the examination of NSE Paper for degree, diploma or certificate programme in financial markets, as the case may be.

6.1.3 JNGMES shall screen and admit the Students, confirm admissions and registrations of the Students to NSE and issue of enrolment numbers and ID cards to registered Students. Further the details of students enrolled

For Jagannath Gupta

Educational Society

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Page 5 of 19

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for the Programmes i.e. name, address, phone numbers, email address, qualifications, work experience, class schedule shall be provided by JNGMES to NSE for creating ID of the student in the NLT software within 10 working days of the closure of admissions. It is clarified that the aforesaid information about the students enrolled being personal information shall not be shared by NSE with others without prior written consent of JNGMES and the concerned students.

6.1.4 JNGMES hereby acknowledges that NSE has in the past and will continue in the future, to put in various efforts in the development of the capital markets in India and in spreading awareness and knowledge of investing in capital market, for which it has incurred significant costs over a period of time. In an effort to further enhance the visibility of investing in capital markets in India and in an attempt to make the younger generation of Indians aware of the advantages and merits in investing in the Indian capital markets, NSE has decided to enter into the transaction contemplated under this Agreement JNGMES. In view of this and the mutual benefits which the Parties will derive by being associated with each other in this endeavor, JNGMES on its own agrees that this engagement with NSE shall be on an exclusive basis from the date of this Agreement and that JNGMES will not associate nor undertake any work of any nature that is in direct competition with or detrimental to the Programme during the validity of this Agreement, without NSE's prior written consent.

6.1.5 JNGMES shall collect the Programme Fees (including NCFM examination fees and mock trading software fees) as per Schedule B at the time of admission / beginning of each semester / year, as the case may be. JNGMES will consolidate relevant fees of NSE and remit to NSE as per details in Schedule B of this Agreement.

6.1.6 JNGMES shall provide the Faculty for teaching and other necessary academic support required for the students enrolled for the respective Programme.

6.1.7 JNGMES shall ensure registration of students, payment of fees etc. for NSE papers / NCFM modules as per standard procedure of NSE for the purpose.

## 6.2 Rights & Obligations of NSE

6.2.1 NSE shall provide the Programme Material digital/electronic format to JNGMES in order to enable JNGMES to distribute the same to the Students. The Programme Material may be updated by NSE from time to time.

6.2.2 NSE shall conduct training to the Faculty of JNGMES on payment of mutually agreed fees.

6.2.3 NSE shall provide assistance in practical skill development through Internet based NSE Learn to Trade (NLT) market simulation software. The usage of this software is on payment basis as per Schedule B.

6.2.4 NSE shall conduct examination with respect to the NSE Paper(s) as per date sheet for degree, diploma or certificate programme in financial markets, as the case may be, finalised by JNGMES in consultation with NSE at Delhi. The marks obtained by the Students will be communicated by NSE to JNGMES within 10 working days of each of the papers in order to enable JNGMES to award the appropriate credit of marks.



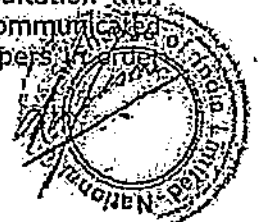
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For Jagannath Gupta Memorial Educational Society

*[Handwritten Signature]*

Authorised Signatory



- 6.2.5 NSE shall be entitled to its NCFM / NSE papers examination Fees etc. as per Schedule B.
- 6.2.6 NSE shall provide panel of competent, financial market professionals as guest/ visiting faculty, whose services can be utilised directly by JNGMES on payment of honorarium as may be mutually agreed by and between JNGMES and such professionals.
- 6.2.7 NSE shall have right not to conduct the exams in case NSE does not receive NCFM Certification examination fees from JNGMES within 15 days as mentioned in Schedule B of this Agreement.

### 6.3 Joint Rights and Obligations of JNGMES & NSE

- 6.3.1 NSE and JNGMES may jointly organize informative seminars, road shows etc. to popularize the Programmes in the manner and method as may be mutually agreed upon between them.
- 6.3.2 Undertake either jointly or by itself such activities which are incidental to the successful implementation of the Programmes.
- 6.3.3 Both the Parties shall each provide appropriate staff for providing administration and marketing of the Programmes.
- 6.3.4 Since financial markets are dynamic in nature, NSE reserves the right in its sole discretion to update the curriculum of NSE papers in line with the latest industry trends; JNGMES will ensure updating the curriculum by completing necessary administrative formalities with relevant authorities.
- 6.3.5 JNGMES shall depute invigilators when examinations are conducted by NSE for its papers in respective campuses of JNGMES. NSE shall conduct examination related to NSE papers in the centres of NSE as per the nearest location of educational institute of JNGMES. NSE may also consider conducting examination in the campus(es) of educational institutes of JNGMES, subject to JNGMES providing necessary computer and internet facility and other facilities as required by NSE.
- 6.3.6 Notwithstanding anything contained herein, JNGMES and NSE may take up additional responsibilities as may be required from time to time, to ensure the success of the Programmes.

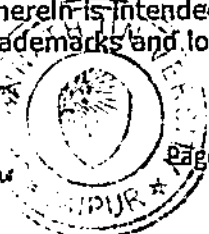
### 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The parties herein during the tenure of this agreement permit each other to use ( without any payment obligation for such use ) their respective trademark (s) logos in India as listed in Schedule D for marketing and promoting the Programme. It is clarified however that either party shall obtain prior written consent of the other party as to how and where to print , display , exhibit, use the other party's trademarks.
- 7.2 It is clarified herein that both Parties shall exclusively own and continue to retain all right, title and interest to its trade name/s, trade mark/s and logo/s and nothing contained herein is intended to assign or transfer any of the said rights in the trade names/trademarks and logo/s to the other Party.

For Jagan Nath University, Jaipur



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Page 7 of 19

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7.3 Neither party during the course of performance of this Agreement desire nor intend to transfer any intellectual property rights whatsoever with respect to any information that is proprietary.

7.4 The Parties acknowledge that they will not acquire any right, title, or interest in either party's trademarks, trade names, service marks, copyrights, patents, ideas, concepts, designs, specifications, models, processes, software systems, technologies, and other intellectual property owned or developed by either party.

7.5 In consideration of the fees and commercial payments made under this Agreement, all right, title and interest in and to all intellectual property in the Programme Material shall vest with NSE. JNGMES shall not use the Programme Material except to the extent as specified under this Agreement and shall not share Programme Material with any third party. Further, it is clarified that NSE will be using Programme Material for distribution at its discretion pursuant to any arrangement with any other institution or third party within or outside India.

7.6 NSE shall, at its own discretion, apply for and register in its own name, any trademark, copyright or other applicable intellectual property rights on the Programme and/or Programme Material and JNGMES waives any and all objections or claims against such registration and shall co-operate and assist NSE whenever required, in completing such registration.

#### 8. VALIDITY AND RENEWAL

This Agreement shall come into effect on 21.01.2015 and shall be operative for a period of six (6) years and may be renewed by the Parties through signed written instrument on terms and conditions as may be mutually agreed upon between them.

#### 9. TERMINATION

9.1 This Agreement may be terminated immediately (i) by mutual consent of the Parties, or (ii) by a written notice by the non-defaulting Party in the event the other Party commits a material breach of the Agreement and is unable to rectify it within 15 (fifteen) days after receiving a written notice of such material breach, or (iii) immediately if JNGMES ceases to be an University.

9.2 This Agreement may be terminated at any time without any cause by either Party with one month written notice to the other.

9.3 Any termination under the above clauses shall not affect the rights and obligations of the Parties and the Parties shall be entitled to exercise their rights and be obliged to fulfil their obligations under this Agreement which had arisen prior to such termination.

9.4 In the larger interest of the Students' future at stake, any termination of this Agreement, will not relieve the parties of their obligations specified in this Agreement for a period of three years after such termination or till the enrolled Students complete their respective Programme(s); whichever is earlier; provided, the Students clear their examinations, clear all financial transactions and continue to fulfil the norms of the JNGMES and NSE.

The clauses of this Agreement, which by nature are intended to survive termination of this Agreement shall remain in effect after such termination.

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Jagan Na...

For Jagannath Gupta Member of Education...

9.5

Authorized Signatory





**10 AMENDMENT**

No Amendment for change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

**11 NO LIABILITY OR AUTHORITY**

11.1 Nothing in this Agreement shall give either Party any rights to use any trade names or trademarks or any service marks (or the goodwill associated therewith) which are used by the other, save as may be authorised by the later in writing.

11.2 Neither party shall be liable to the other for special, indirect or consequential losses or damages incurred or suffered by the other party arising as a result of or arising out of this Agreement whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.

**12 FURTHER ACTS AND ASSURANCES**

Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this Agreement.

**13 MATTERS NOT PROVIDED IN**

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein the Parties shall consult with each other for each instance and resolve such doubts in good faith.

**14 SETTLEMENT OF DISPUTE AND JURISDICTION**

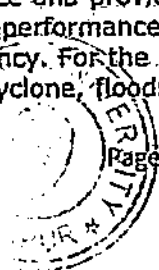
14.1 If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, NSE and JNGMES shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties.

14.2 All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled as per the provisions of clause 14.1 shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an arbitrator. The place of arbitration shall be Delhi. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

**15 FORCE MAJEURE**

If the performance of any obligations by any party as specified in this Agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything hereinbefore contained, the Party affected shall be excused from its performance to the extent such performance relates to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this Article "Force Majeure" means and includes fire, explosion, cyclone, floods, war, Governmental blockage or embargo.

*[Signature]*



law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

16 NO PARTNERSHIP

It is hereby understood and agreed that this Agreement is on a Principal to Principal basis and neither Party shall describe itself as an agent, partner, joint-venture partner, employee, or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contracts on behalf of the other Party.

17 ASSIGNMENT

JNGMES shall not assign or otherwise transfer the rights and obligations contemplated under this Agreement without the prior written consent of NSE.

18 GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of India. Subject to the provisions of clause 14 herein, the Parties shall be subject to the exclusive jurisdiction of the Courts in Delhi.

19 CONFIDENTIALITY

19.1 Both the Parties agree to maintain confidentiality of this Agreement and all Confidential Information (written or oral) shared with each other or which comes to their knowledge under or as a result of this Agreement and shall not divulge such information to any third party under any circumstances whatsoever (except to their own employees and that too only to those employees who need to know the same and to such other persons as required under this Agreement), without prior written consent of the other party. The confidentiality obligation under this clause shall not apply to information that:

19.1.1 Is available in public domain; or becomes so at a future date (otherwise than as a result of a breach of this clause); or

19.1.2 Which the receiving party already had in its possession before the date of signing of this Agreement as evidenced by documents; or

19.1.3 Which the receiving party acquires from a third party who is authorised and is entitled to disclose it; or

19.1.4 Which was independently developed by or on behalf of the receiving party without use of, reference to or reliance on any Confidential Information of the other party, as evidenced by documents; or

19.1.5 Is disclosed pursuant to any requirement of law.

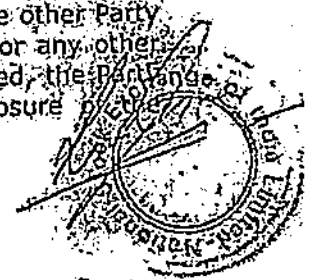
In the event of any of the Parties becoming legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party so as to enable the other Party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the Party being required to make such a disclosure shall make the disclosure.



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Jagan Nath University, Jaipur

*[Signature]*  
Authorised Signature



Confidential Information only to the extent that is legally required of it and no further.

19.3 The confidentially obligation under this clause shall survive for a period of 3 years post the termination or expiration of this Agreement.

## 20 SEVERABILITY

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, and shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect unless the invalid or unenforceable provision comprises an integral part of or otherwise inseparable from the remaining Agreement. In such a case, the Parties to this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

## 21 INDEMNIFICATION

Either party shall indemnify and keep indemnified, and defend and hold harmless the affected party, its respective officers, employees, and agents from and against all losses, damages, legal proceedings, liabilities and claims at law, or in equity including without limitation costs, expenses and lawyers' fees, directly or indirectly arising out of or resulting from the representations contained herein or its obligations under this Agreement.

## 22 REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant to each other that:

22.1 It is duly established and existing under the laws of jurisdiction stated against its name of this Agreement, and has the legal power and authority to sign this Agreement, bind itself, and perform and comply with its duties and obligations under this Agreement.

22.2 Time is of the essence with respect to all provisions within this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

22.3 This Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.

22.4 The execution, delivery and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of:

22.4.1 Any statute, judgment, order, decree or regulation of any court, Government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions, or of

22.4.2 Any other documents or to the best of its knowledge any indenture contract of agreement to which it is a party or by which it may be bound;

22.5 There are no actions, suits or proceedings pending or, to the best knowledge, threatened against it before any court, Governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this Agreement; and no representation or warranty made herein contains any untrue statement.

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Jagan Nath Gupta Memorial Educational Society

  
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Page 11 of 15

Registrar

Jagan Nath University, Jaipur



22.6 JNGMES has represented to NSE that all the educational institutes are duly approved by the competent regulatory authority of the Central Govt. or State Govt., as the case may be. These educational institutes have the necessary powers to offer degree, diploma or certificate programme in financial markets by including NSE Paper(s) as a subject. It has been further represented that JNGMES is empowered to enter into this Agreement for the purposes as contemplated in this Agreement viz., Further JNGMES has represented to NSE that it shall cause to obtain all approvals and permissions including passing of such ordinance as may be required under the Act to award Programmes leading to a joint JNGMES and NSE collaborative degree, diploma or certificate, as the case may be.

22.7 JNGMES has represented to NSE that it has necessary powers to ensure that after obtaining the necessary approvals/permissions it is empowered to take necessary steps to ensure that the provisions of this Agreement are suitably implemented. In this regard, JNGMES shall ensure that the eligibility, admission procedure and selection of the Students for enrolling for the Programmes are consistent with the provisions of the Act.

### 23. HEADINGS

The headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation of the Agreement.

### 24. COUNTERPARTS

This Agreement may be executed by both Parties hereto in two counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same Agreement.

### 25. NOTICES

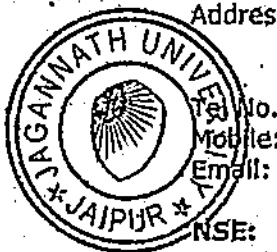
Any notice approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered post with postage fully paid or transmitted by fax to the address specified below or to such other addresses as may, from time to time be given by each Party to the other in writing and in the manner herein before provided to:

#### JNGMES:

Attention: Mr. Manish Gupta  
Chairman  
Address: Jagan Nath Gupta Memorial Educational Society  
3, Institutional Area, Sector-5,  
Rohini, Delhi - 110085  
No. 91-011-45184000  
Mobile: 91-9910065777  
Email: manish@jimsindia.org

#### NSE:

Attention: Ms. Rana Usman  
Sr. Assistant Vice President and Head - Northern Region  
Address: National Stock Exchange of India Ltd. (NSE)  
4<sup>th</sup> Floor, Jeevan Vihar Building  
Parliament Street, New Delhi - 110001  
Phone: 91-11-49393000  
Mobile No.: 91-9819599815  
Email ID: rusman@nse.co.in



Certified True Copy  
Registrar  
Jagan Nath University, Jaipur

For Jagannath Gupta Memorial Educational Society

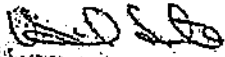
Authorised Signatory

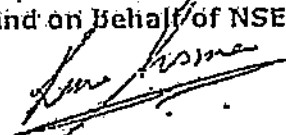


IN WITNESS WHEREOF both the Parties through their duly authorised representatives signed this Agreement on the date mentioned below.

For and on behalf of JNGMES

For and on behalf of NSE

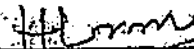
  
Chairman  
Jagannath Gupta Memorial  
Educational Society  
Institutional Area, Sector-5,  
Rohini, Delhi  
Pin- 110085  
Authorised Signatory

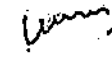
  
Sr. Assistant Vice President  
and Head - Northern Region  
National Stock Exchange of India Ltd.  
4<sup>th</sup> Floor, Jeevan Nihar Building  
Parliament Street, New Delhi  
Pin Code 110002


Date: 21-01-2015

Date: 21-01-2015


Witness:

  
21-1-2015  
(H.L. VERMA)

  
1. Mr. G.C. Sharma, Head FESU, NSE

  
21-1-2015  
(Neha Bhattacharya)

  
2. Mr. Tanu Mishra, Manager, NSE

For Jagannath Gupta Memorial Educational Society  
  
Authorised Signatory



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Registrar  
Jagannath University, Jaipur



**SCHEDULE A**

**List of Educational Institutes of JNGMES**

S. N.	Name of Educational Institute	Approval / Affiliation & Year of Establishment	COURSES OFFERED
1	Jagannath University, Jaipur, Rajasthan	UGC Approved Pvt. University 2008	B.Tech, M.Tech, MBA, M.Com, B.Com, B.Arch, B.Planning, LLB(5 YR), BALLB, LL.M, B.Sc(Hons.) PHD, BCA, MCA, BBA, B.J.M.C
2	Jagannath University, Jhajjar, Haryana	UGC Approved Pvt. University 2013	M.Tech, B.Tech, B.Arch, B.Plan, BBA, BCA, MCA, B.Com (H), B.Eco (H), BA, LLB (H), Masters of Law, MBA
3	Jagannath Institute of Technology, Jaipur, Rajasthan	Approved by AICTE and affiliated to RTU, Kota 2004	B.Tech
4	Jagannath International Management School, Sec-5, Rohini, Delhi	PGDM programmes approved by AICTE and equivalent to MBA by AIU, MCA, BBA, BCA affiliated to GGSIPU 1993	BBA, BCA, MCA, PGDM, PGDM(IB), PGDM(RM)
5	Jagannath International Management School, Kalkaji, Delhi	PG Programmes Approved by AICTE, equivalence to MBA by AIU, UG programmes affiliated to GGSIPU 2003	PGDM, PGDM (IB), BBA, BCA, B.com
6	Jagan International Management School, Vasant Kunj, Delhi	Affiliated to GGSIPU 2006	BBA, BCA, B.M.C
7	Jagannath International Management School, Jaipur, Rajasthan	Approved by AICTE 2006	PGDM
8	Jagannath International Management School, Greater Noida, UP	B. Tech - AICTE approved, LLB - affiliated to GGSIPU 2010	B.Tech/ LLB



For Jagannath Group of National Educational Societies

Authorised Signman

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Registrar  
Jagan Nath University, Jaipur



**SCHEDULE B**

**COMMERCIALS AND PAYMENT TERMS**

- As a part of the curriculum design, in addition to degree from JNGMES, students will also receive relevant NSE's Certification in Financial Markets (NCFM) as a proof of industry skill certification. Fee per NSE paper (NCFM module) is Rs.1500 + Service Tax @12.36%. The fees includes NCFM printed workbook and examination. Students who pass NSE paper(s) (NCFM module) can directly print the certificate(s) by login through their NCFM id.
- NSE will provide NSE Learn to Trade (NLT) web-based simulation software to all enrolled students. Students are advised to practice for at least 60 hours per semester on the relevant module of NLT. Fees per semester for NLT is Rs.1000 per sem per student + Service Tax @12.36%.
- These calculations are based on service tax of 12.36%, any downward or upward revision in service tax will be applicable at the time of admission.
- Per semester fees payable by student has been worked out by dividing the total fees by total semesters in the programme
- In case of any drop in number of student(s) from the programme in subsequent semester(s), for whatever reason, the consolidated fees paid by JNGMES will be based on the actual number of students enrolled at the beginning of each semester instead of those admitted in the 1<sup>st</sup> semester at the beginning of the programme.
- A Summary of Programme wise / semester wise payments to be made to NSE by respective educational institute(s) of JNGMES is given below:

S/N	Programme Name	Yrs	Sem	No of NSE Papers	NLTs	Fees for all papers	NLT Fees for all sem	Total Fees	Fees / Sem / Student
1	BBA (FM) / B.Com (FM)	3	6	10	6	16,860	6,744	23,604	3,934
2	MBA (FM) / M.Com (FM)	2	4	16	4	26,976	4,496	31,472	5,245
3	Integrated MBA (FM) / M.Com (FM)	4	8	18	8	30,348	8,992	39,340	6,557
4	Integrated MBA (FM) / M.Com (FM)	5	10	22	10	37,092	11,240	48,332	8,055

- JNGMES will arrange to pay the prescribed fee to NSE hereunder collected by it from students within one month from the start of each new semester in any of the three modes given below.

7.1 By Net Banking (Direct Debit) through HDFC Bank

7.2 National Electronic Fund Transfer (NEFT) as per details given below:

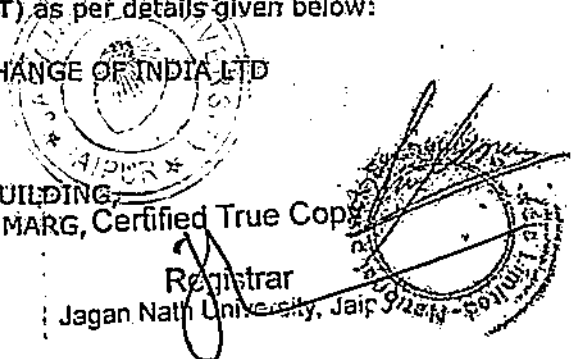
Account Name : NATIONAL STOCK EXCHANGE OF INDIA LTD  
 BANK : HDFC  
 ACCOUNT No. : 0003065000016  
 IFSC CODE : HDFC0000003  
 BRANCH : G-3-4, SURYA KIRAN BUILDING,  
 19, KASTURBA GANDHI MARG, Certified True Copy

For Jagannath Gupta Member and Educational Society NEW DELHI - 110001

*[Handwritten Signature]*

Authorised Signatory

Registrar  
 Jagannath University, Jaipur



7.3 By Demand Draft in favour of National Stock Exchange of India Limited, payable at New Delhi.

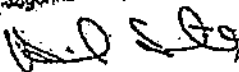
For all Net Banking and NEFT transfer, kindly inform the transaction reference number and date of transfer by email / post to the NSE project coordinator. Details must include name of the programme, particular of student, semester etc. for proper accounting of fees.



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Jagan Nath University, Jaipur

For Jagannath Gupta Memorial Educational Society

  
Authorized Signatory



**SCHEDULE C**

**List of NSE Papers (NCFM Modules) integrated in collaborative degree programmes with JNGMES**

**BBA (FM)/B. Com (FM) – 3 years**

SN	Sem	NAME OF THE COURSE
1	1	Introduction to Financial Markets
2	2	Introduction to Mutual Funds
3	3	Capital Market Operations
4	3	Derivative Market Operations
5	4	Commodities Market Operations
6	4	Introduction to Currency Derivatives
7	5	Fundamental Analysis
8	5	Introduction to Technical Analysis
9	6	Regulatory Framework in Securities Markets
10	6	Commercial Banking

**MBA (FM)/M. Com (FM) – 2 years**

SN	Sem	NAME OF THE COURSE
1	1	Economics of Financial Markets
2	1	Mutual Fund
3	1	Capital Market Operations
4	1	Depository Operations
5	2	Derivative Market Operations
6	2	Commercial Banking
7	2	Commodities Market Module
8	2	Currency Derivatives
9	3	Equity Research
10	3	Technical Analysis
11	3	Options Trading Strategies
12	3	Regulatory Framework in Securities Market
13	4	Wealth Management
14	4	Debt Market
15	4	Project Finance
16	4	Financial Valuation and Modeling



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Contd.....

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Jagan Nath University, Jaipur

For Jagan Nath Gupta Memorial Educational Society

*[Signature]*  
Authorized Signatory



Integrated MBA (FM)/M. Com (FM) – 4 years

SN	Sem	NAME OF THE COURSE
1	1	Introduction to Financial Markets
2	1	Introduction to Mutual Funds
3	2	Commercial Banking
4	2	Capital Market Operations
5	3	Derivative Market Operations
6	3	Commodities Market Operations
7	4	Introduction to Currency Derivatives
8	4	Investment Analysis and Portfolio Management
9	5	Introduction to Technical Analysis
10	5	Regulatory Framework in Securities Market
11	6	Depository Operations
12	6	Venture Capital and Private Equity
13	7	Wealth Management
14	7	Debt Market
15	7	Financial Valuation and Modeling
16	8	Options Trading Strategies
17	8	Project Finance
18	8	Emerging Trends in Financial Markets

Integrated MBA (FM)/M. Com (FM) – 5 years

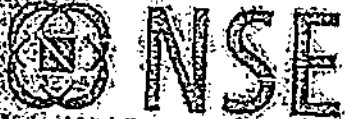
SN	Sem	NAME OF THE COURSE
1	1	Introduction to Financial Markets
2	2	Introduction to Mutual Funds
3	3	Capital Market Operations
4	3	Derivative Market Operations
5	4	Commodities Market Operations
6	4	Introduction to Currency Derivatives
7	5	Fundamental Analysis
8	5	Introduction to Technical Analysis
9	6	Regulatory Framework in Securities Market
10	6	Commercial Banking
11	7	Depository Operations
12	7	Venture Capital and Private Equity
13	7	Wealth Management
14	8	Debt Market
15	8	Interest Rate Derivatives
16	8	Treasury Management
17	9	Financial Valuation and Modeling
18	9	Operations Risk Management
19	9	Options Trading Strategies
20	10	Project Finance
21	10	Mergers and Acquisitions
22	10	Current Issues in Financial Markets



For Jagannath Supra Market Educational Society  
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 Jagannath University, Jaipur  
 Authorized Signature







National Stock Exchange of India Limited



National Stock Exchange of India Limited



नेशनल स्टॉक एक्सचेंज ऑफ इंडिया लिमिटेड



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Registrar  
Jagadguru Jagdish Prasad Jagan Nath University, Jaipur

Jagadguru Jagdish Prasad Jagan Nath Educational Society

A handwritten signature in black ink.

Authorized Signatory

