

This Memorandum of Agreement (“**MoA**” / “**MOA**”) is made on 12<sup>th</sup> day of July of the year 2022.

**BY AND BETWEEN**

**NSE Academy Limited**, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Exchange Plaza, Plot C/1, G Block, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra – 400051, represented by its authorized signatory Mr. Abhilash Misra (hereinafter referred to as “**NSE Academy**”/ “**NAL**” / “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their subsidiaries, group companies, affiliates, successors and permitted assigns) of the **FIRST PART**;

**AND**

**Bengaluru City University**, located at Vinayaka Nagar, Central College Campus, Dr. Ambedkar Road, Bengaluru, Karnataka – 560001, represented through its authorized representative the Registrar, (hereinafter referred to as “**University**” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **OTHER PART**.


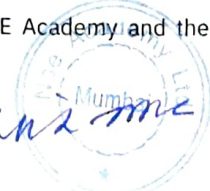
**NSE Academy** and **University** shall be individually referred to as “**Party**” and collectively as the “**Parties**”.

**WHEREAS:**

- (a) NSE Academy, being a wholly owned subsidiary of National Stock Exchange of India Limited, is inter alia engaged in the business of conducting varied educational initiatives including certification programs, investor seminars, secondary and senior secondary school level programs, development of educational materials on financial markets and promoting financial literacy and skill oriented financial markets programs.
- (b) Bengaluru Central University inherits the legacy of the 160-year-old of the central college campus. In 1858, the British began a modest school called the 'Bengaluru High School' with five students after some leading citizens of the city petitioned the British. It formed the nucleus of what would evolve into an essential component of India's top universities before becoming an independent university in post-independent India.
- (c) Karnataka State Higher Education Council (KSHEC) and NSE Academy entered a MoU dated 12<sup>th</sup> July 2022 (“**Principal MoU**”), for conducting a long-term intervention on Financial Education and Investment Awareness for students of universities/colleges under the ambit of the KSHEC (“**Purpose**”).
- (d) The University and NSE Academy desire to partner to develop a strategic relationship to achieve the Purpose which is to foster financial education and investment awareness programme (“**Program**”) among the students/learners of the University (“**Students**”).
- (e) This MoA shall outline the broad terms and conditions between NSE Academy and the

  
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University to achieve the objective of spreading financial education and investment awareness amongst the youth of India.

- (f) The Parties desire to record the terms and conditions of the proposed initiative under this MoA.

**NSE Academy** and the **University** shall be individually referred to "**Party**" and collectively as the "**Parties**".

### **THIS MoA WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:**

#### **I. PURPOSE**

The Parties are desirous of collaborating to:

1. undertake relevant skills upgradation via training program(s) in the financial education and investment awareness for the Students.
2. empower the youth of Karnataka state with the sound financial knowledge, and financial management skills, through a long-term intervention at the higher education level.
3. encourage self-paced learning for acquiring newer and industry relevant skill sets, build fluency on financial management & professional skills through the availability of bite sized micro learning content.
4. provide opportunities for the faculties and Students to engage in research activities in the area of finance.

#### **II. GENERAL PROVISIONS**

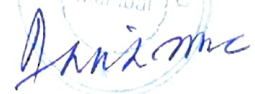
1. This MoA provides for general terms and conditions in relation to implementation of the Program.
2. The Parties shall coordinate with each other and focus their efforts on co-operation within the area of the identified financial education and investment awareness across.
3. The Parties understand that Principal MoU and this MoA are a parallel arrangement and in the event of termination of the Principal MoU, this MoA shall survive unless terminated by Parties in writing.

#### **III. SCOPE OF THE PROGRAM**

1. NSE Academy shall create, design, develop the Content and deliver the Program for the Students. The Content creation and delivery of the Program shall be conducted by NSE Academy and/or through its trainers/faculty empaneled by NSE Academy for the purposes of the Program, ("**Trainers**"). The Parties agree to host or display the Program on the NSE Knowledge Hub ("**NKH**") and NSE FinTalent ("**NFT**") (*described below in Clause 4*) or such online/virtual platform or by means of classroom/offline training as may be agreed between the Parties in writing. Additionally, NSE Academy, with the support of the University, will organize online/offline classroom-based Train the Trainer Program(s) (henceforth '**TTT**') for its faculty

  
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2. NSE Academy shall grant right to access and use NKH and NFT to the Students and/or in certain situations, as may be deemed fit by NAL, to the faculty of University ("**Faculty**") for the purposes of imparting the Program under this MoA. The University, the Faculty and the Students understand that the right to access and use the NKH and/or NFT is non-exclusive, non-transferable and limited in nature and this right has been granted by NSE Academy for the purpose of the Program pursuant to this MoA. It is hereby clarified that the grant of use of NKH and/or NFT for the purposes of the Program does not in any way imply that the University/Faculty/Students have the right to receive, or that NSE Academy has any obligation to provide, any technical or maintenance support for any other product procured or service or course or any program availed by the University unless otherwise expressly agreed upon. Further, University shall ensure that its Faculty and Students shall not use the NKH or NFT for any other purposes other than stated in this MoA.
3. The Parties hereby agree and understand that NSE Academy shall provide Program access to the Students and in certain cases the Faculty, if required as per this MoA. The University understands that access of such Program is subject to acceptance of and compliance with the terms of use pertaining to the use of NKH and/or NFT as may be framed, amended or modified by NSE Academy from time to time ("**Terms of Use**"). The said Terms of Use shall be uploaded and made available on NSE Academy's website from time to time. Further, the University shall ensure absolute compliance of the Terms of Use by its Students and its Faculty.
4. University understands that any non-compliance with or breach of the provisions of the Terms of Use by any Student or Faculty or such and the obligations contained in this Clause shall be construed as a material breach of this MoA and NSE Academy shall have right to forthwith terminate this MoA.
5. Notwithstanding anything to the contrary contained herein or any other documents, the Parties hereby agree, acknowledge and confirm that (a) the Faculty shall be employee/personnel of the University for all purposes; (b) NSE Academy shall not be liable to make payment of any nature to the Faculty.

For the purposes of this MoA:

- (i) "NSE Knowledge Hub" or "NKH" to an artificial learning and machine learning capable software available in mobile and web version that focuses on delivering personalised learner experience. It's advanced learning platform aggregates global digital content, assist in creation and authoring of content, manages curation of learning pathways and journeys and helps in customized learning for users.
- (ii) "NSE FinTalent" or "NFT" refers to recruitment portal of NSE Academy carrying repository of talent, dedicated to BFSI.

  
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#### **IV. IMPLEMENTATION OF THE PROGRAM**

During the subsistence of this MoA, the Parties shall ensure that the following activities are undertaken in relation to the Program:

##### **A. Program implementation I – creation, delivery and timelines of the Program**

1. The Content creation and delivery of the Program shall be conducted by NSE Academy and/or through its trainers/faculty empaneled by NSE Academy. Program Content, syllabus, reference materials, learning materials (“**Content**”), for the Program shall be provided by NSE Academy in digital format. This should be submitted to the Program coordinator of the University.
2. For the purposes of this MoA, the Parties will nominate a coordinator each, as a single point of contact, on behalf of University and NSE Academy to coordinate the launch and successful implementation of the Program.
3. NSE Academy will provide access to NKH and NFT to all Students for one year. The NKH platform is accessible on smartphones, tablets, laptops and desktops, round the clock.

##### **B. Program implementation II – Train the Trainer by NSE Academy**

1. NSE Academy, with the support of the University, will organize classroom-based Train the Trainer program(s) (henceforth ‘TTT’) for its Faculty on nomination basis.
2. The Program will be delivered by the Faculty trained through TTT.
3. The TTT may be conducted in two phases:
  - i. Phase I – for Faculty from commerce, economics and management streams;
  - ii. Phase II – for Faculty members from other streams
4. The TTT may be conducted in batches depending on the number of nominations.
5. NSE Academy will structure the TTT, frame the curriculum and Content, engage domain experts for delivery and deliver the Program.
6. University shall provide support with classroom infrastructure for the TTT.
7. The TTT will be of 25 hours duration, spread across 5 days, and will involve pre-training and post-training activities – including workshops, contests, presentations, awards, etc. – as mentioned in the proposal document under ‘Train the Trainer’.
8. NSE Academy will provide access to NKH to all the participating Faculty for one year. The platform is accessible on smartphones, tablets, laptops and desktops, round the clock. The Faculty can access digital learning Content on relevant topics for continuous learning and future reference.

  
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## V. PAYMENT TERMS

1. University shall collect the Program fees from the students. The fees in full shall be collected by the University, in advance of the commencement of the Program.
2. In lieu of the Program developed by NSE Academy under this MoA, the University shall pay such Fees (“Fees”) and, in such form, and manner, as provided in **Annexure 1** of this MoA, to NSE Academy, in accordance with the terms and conditions of this MoA. It is hereby clarified that any change/modification in the Fees shall be subject to mutual agreement between the NSE Academy and the University in writing.
3. NSE Academy shall issue an invoice to the University towards the Fees, in accordance with terms stated in **Annexure 1**. Further, within 15 (fifteen) days from date of such invoice, the University shall remit the Fees to NSE Academy along with applicable taxes after deduction of withholding tax, if any. It is hereby clarified that in the event of withholding of tax, the University shall be liable to provide tax deduction certificate to NSE Academy in accordance with the applicable Indian income tax laws. The Parties agree that Fees to be remitted to NSE Academy shall not be withheld for any reason unless the reason for such withholding is solely attributable to NSE Academy.

Notwithstanding any discontinuation of the Program or non-completion of the Program by any Student, the University shall be liable to make payment of the entire Fees payable to NSE Academy under this MoA unless otherwise agreed between the Parties in writing.

## VI. ROLES AND RESPONSIBILITIES OF THE UNIVERSITY

1. The eligibility, admission procedure, and selection of the Students for enrolling for the Program shall be as decided by the University. The procedure shall be intimated by University to NSE Academy before implementation.
2. University shall provide all the relevant information, guidelines and data to NSE Academy to give effect to the scope and purpose of this MoA within agreed timelines of launching the Program.
3. The University shall provide NSE Academy and its Trainers all the necessary infrastructure to deliver the training to the Faculty. In the event of deputation of Trainer(s) at the University premises, University shall be liable for any personal injury to the Trainer(s).
4. University shall be solely responsible to attend and resolve all Students' issues and queries in relation to Program.
5. University shall be responsible for timely collection of the applicable fee for the Program from each Student enrolled for the Program and University shall disburse the Program Fees in favour of NSE Academy.
6. University shall be responsible for mobilization of its Students & Faculty/staff for enrolment in the Program.

  
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7. University shall encourage and incentivize Students to enroll for the Program and encourage the Students to be aware of financial and investment market.
8. University shall publish required circulars/ notifications in relation to the Purpose and the timelines of the Program as agreed between the parties.
9. University shall prepare the relevant paperwork required for implementation of the Program and apprise NSE Academy of such information from time to time.
10. University shall ensure that the Program offered under this MoA is in compliance with the relevant rules and procedures of the University as well as other relevant Government, regulatory or statutory authorities.
11. University shall be responsible for conducting the examinations as per the exam norms in the State of Karnataka.
12. University shall concur on the awareness and promotion plan submitted by NSE Academy.
13. University shall participate in joint press release announcing the collaboration between NSE Academy and the University for up-skilling Students and faculty members in areas of finance and investment.

**VII. University shall collaborate with KSHEC and take advisory from KSHEC with the intent of achieving the Purpose. ROLES AND RESPONSIBILITIES OF NSE ACADEMY**

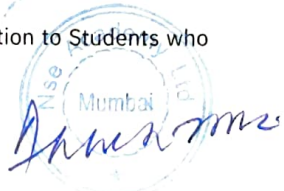
1. NSE Academy shall provide access to participating Students of NKH and/or NFT for the Purpose of this MoA.
2. NSE Academy shall prepare and submit to University the awareness and promotion plan.
3. NSE Academy will support the Program delivery with teaching aids and digital Content in the form of presentations, worksheets, handouts, interactive PDFs, videos, etc.
4. NSE Academy will organize online expert talk sessions for the Students at the end of Semester.
5. NSE Academy will provide recruitment exposure to the Students (valid from the day they become eligible for placements) through NFT.
6. NSE Academy will guide the students through the features of NKH and NFT through online sessions.
7. NSE Academy will support Faculty on research topics through research workshops on quantitative and qualitative research.

**VIII. JOINT ROLES AND RESPONSIBILITIES OF THE PARTIES**

1. University and the NSE Academy may issue a joint Certificate of Completion to Students who pass Program.

  
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2. University and NSE Academy may organize a launch event for the Program.
3. NSE Academy and the University will jointly create a Nodal center which act as a bridge between the affiliated Colleges.
4. NSE Academy and the University may organize informative seminars, webinar etc. to popularize the Program. They may undertake jointly or standalone such activities which are incidental to the successful implementation of the Program. All the Parties shall each provide appropriate staff for providing administration and marketing of the Program.
5. University shall facilitate NSE Academy for carrying out audit to ensure teaching standards and quality are maintained as per laid down norms and procedures from time to time.
6. Since financial markets are dynamic in nature, NSE Academy reserves the right to update the Content for Program in line with the industry trends, the University will ensure academic updating of the curriculum by completing necessary administrative formalities with relevant authorities.
7. Update the learning pathways identified by the core team, to keep the learner abreast with the latest developments in the BFSI sector.

#### **IX. INDEMNIFICATION**

Each Party shall defend, indemnify and hold the other Party harmless against and in respect of any and all claims, damages, losses, liabilities, costs, expenses (including attorney fee) as a result of and/or arising out of material/willful breach of any terms of the Agreement and/or to the extent that any claim is made by a third party including but not limited to claim in relation to infringement of Intellectual Property Rights. In addition, University agrees to defend, indemnify and hold NSE Academy harmless against and in respect of any and all claims, damages, losses, liabilities, costs, expenses arising out of any action or proceeding brought against/initiated against NSE Academy by any Student(s) due to University's breach of its obligations under this Agreement. This clause shall survive post termination of this Agreement.

#### **X. LIMITATION OF LIABILITY**

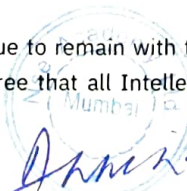

Under no circumstances shall either Party be liable to the other for any indirect, special, punitive, incidental or consequential damages howsoever arising, whether under any law of contract, tort or otherwise, even if informed of the possibility of the same. However, except in cases of gross negligence, willful misconduct, willful default, fraud, (including any third party's intellectual property rights) and/or misrepresentation, confidentiality obligations, the Parties hereby agree and confirm that the total cumulative liability of each Party under this MoA shall be limited to the contract value.

#### **XI. INTELLECTUAL PROPERTY RIGHTS AND BRANDING GUIDELINES**

1. The Intellectual Property Rights of the respective Parties shall continue to remain with them and be their exclusive and absolute property. The Parties hereby agree that all Intellectual

  
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Property Rights in the Content and Program shall vest with the NSE Academy. The Parties agree and confirm that they will not acquire any right, title, or interest in the other Party's Intellectual Property Rights owned or developed by the other Party or licensed by the other Party from third party vendors.

For avoidance of doubt, it is hereby clarified that nothing in this MoA shall be construed as assignment/transfer/license of Intellectual Property Rights of any Party to the other in any manner or for any reason whatsoever. In addition, the Parties agree and confirm that they will not acquire any right, title, or interest in the other Party's Intellectual Property Rights owned or developed by the other Party or licensed by the other Party from third party vendors.

For the purpose of this Clause, "**Intellectual Property Rights**" mean and include (a) all rights under all patents and patent applications, copyright laws (or all rights accruing by virtue of copyright treaties and conventions), including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided by law and all rights to make applications for and obtain copyright registrations therefore and recordation's thereof; (b) all rights to and under new and useful inventions, discoveries, designs, technology and art and all other patentable subject matter, including, but not limited to, all improvements thereof and all know-how related thereto, and all applications for and the right to make applications for patents, all patents that issue there from and all reissues, extensions, renewals, divisional applications and continuations (including continuations-in-part) thereof; (c) all trade secrets; (d) all trademarks, service marks and Internet domain names and the like throughout the world; and (e) all other intellectual and industrial property and proprietary rights throughout the world not otherwise included in the foregoing, including, without limitation, all techniques, methodologies and concepts and trade dress.

2. The University hereby agrees and acknowledges that it will adhere to the Brand Guidelines, General Advertising Policy and General Code of Conduct of NSE Academy, as may be shared by NSE Academy, (collectively, "**Policies**"). For avoidance of doubt, it is hereby clarified that the Policies shall be applicable to all Programs offered and implemented pursuant to this MoA.
3. In the event the University is required to use the trademarks, logos and banners of NSE Academy for the purposes of this Agreement, NSE Academy may, in its sole discretion, grant a non-exclusive, non-assignable and non-transferable permission to the University to use its trademarks, logos and banners, as may be necessary under the Agreement. In this regard, University shall ensure that such usage by University is strictly for the purposes of the Agreement and is subject to brand guidelines of NSE Academy, as may be provided by NSE Academy to the University. Further, the University agrees and understands that the permission to use the trademarks, banners and logo of NSE Academy, as per this Clause, is limited in nature and the same does not in any manner convey/assign/transfer any proprietary interest /ownership/right in such Intellectual Property Rights of NSE Academy. University shall immediately cease to use such trademarks, logos and banners upon termination and/or expiration of the Agreement (as the case may be) or as per the requirements of NSE Academy. University acknowledge and confirms that they will adhere to and comply with the said brand guidelines and general advertising policy as may be provided by NSE Academy to the University.

NSE Academy would seek permission from the University before using the University logo for any PR or marketing activity.

  
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## XII. REPRESENTATION AND WARRANTY BY UNIVERSITY

University hereby represents and warrants to NSE Academy that it (a) has the appropriate right and authority to offer and implement the Program to the Students as per the terms and conditions set forth in this MoA; (b) shall obtain all consents, approvals and permissions, as may be necessary, from the appropriate authorities to ensure that the Program is implemented and delivered as per the terms stipulated herein; and (c) has necessary powers to ensure that after obtaining the necessary approvals/permissions from relevant government, regulatory or statutory authorities as may be applicable, it is empowered to take necessary steps to ensure that the provisions of this MoA are suitably implemented; (d) To the extent applicable to University, agrees to abide and act in accordance with the provisions of all the central, state, local laws, statutes, rules and regulations, by-laws, notifications and shall duly comply with all the applicable labour laws; (e) shall ensure Students and Faculty are made aware of the terms and conditions of this MoA; and (e) shall ensure that the eligibility, admission procedure, examination and selection of the Students for enrolling for the Program are consistent with the provisions of the applicable laws. The procedure for admission and selection shall be intimated by the University to NSE Academy before implementation.

## XIII. CONFIDENTIALITY

1. The Parties agree to keep all information arising from or pursuant to, or in the course of performance of the terms of this MoA, secret and confidential (hereinafter referred to as "Confidential Information") and not to disclose such Confidential Information or to permit such Confidential Information to be disclosed to any third party except with the prior written consent of the disclosing Party. In this MoA, unless the context otherwise requires, "Confidential Information" shall mean and include the Content along with all other materials and documents used, refereed, offered by NSE Academy in relation to the Program, trade secrets, customer relationships, customer data, business methods, business processes, business techniques, business plans, data, graphs, charts, sound recordings, pictorial representations, inventions, details of systems and technology, prototypes, samples, trade secrets, finances, operations, methods and/or other information and material of any nature and in any form relating to the past, present or future business activities of the potential vendors, whether disclosed in writing, orally, or electronically, which the receiving Party may have access to during the course of this MoA.
2. The obligation of confidentiality shall not apply to any Confidential Information that the other Party can demonstrate that (a) at the time of disclosure was generally available to the public; (b) after disclosure, becomes generally available to the public without breach of this MoA by the other Party; or (c) it has been developed by one Party as evidenced by that Party's contemporaneously maintained written records independently of the disclosures by the other Party.
3. The Parties shall not disclose any Confidential Information to any third party for the term of this MoA and 2 (two) years after its termination/expiry (as the case may be). All Confidential Information of the Parties shall remain the sole and exclusive property of such respective Party which disclosed it. No license under any trademark, patent, copyright or application for the same, is either granted or implied by the disclosure of Confidential Information by either Party

under this MoA.

4. No disclosure of Confidential Information shall be made by the receiving Party to any third party without the prior consent of the disclosing Party save and except the disclosure is required under applicable laws provided that in the event of such a disclosure, the receiving Party shall advise the disclosing Party thereof prior to disclosure, if possible, and shall further, to the extent that it is lawfully able to, take such steps to limit the extent of the disclosure; provide the disclosing Party a reasonable opportunity to intervene in the proceedings; and comply with the disclosing Party's reasonable requests as to the manner and terms of any such disclosure.
5. Upon the termination/expiry of this MoA, each Party will destroy or return to the other Party on demand any document supplied to it (including any notes, analysis or memorandum prepared by it) containing Confidential Information and any copy which may have been made, and expunge all Confidential Information from any computer, word processor or other device containing Confidential Information. Any destruction of Confidential Information by a Party will be certified in writing to the other Party by an authorized officer supervising it. The undertakings in this Clause shall not apply to Confidential Information which a Party must retain under any applicable law, rule or regulation.

#### XIV. FORCE MAJEURE

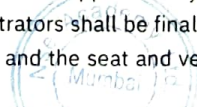

If at any time, during the continuance of this MoA, the performance in whole or in part, by either Party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Company), fire, floods, natural calamities or any act of God (hereinafter referred to as "EVENT"), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 (twenty one) Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate the MoA, nor shall either Party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided that the affected Party shall endeavor to perform its obligations, as provided under this MoA, as soon as practicable, after such EVENT comes to an end or ceases to exist.

#### XV. DISPUTE RESOLUTION AND ARBITRATION

1. In the event of any dispute or difference relating to/or arising from or connected with this MoA, the Parties shall endeavor to amicably resolve the differences by a meeting of representatives of Parties.
2. Any dispute or difference arising out of or in connection with this MoA or its performance, which cannot be amicably settled within 30 (thirty) days, shall be referred to the sole arbitrator to be appointed by mutual understanding between the Parties. If the Parties cannot mutually agree upon the same, then the dispute shall be decided by panel of 3 (three) arbitrators, 1 (one) arbitrator being appointed by each Party and the third arbitrator shall be appointed by the arbitrators so appointed by the Parties. The award passed by the arbitrators shall be final and binding on the Parties. The language of arbitration shall be in English and the seat and venue shall be exclusively at Mumbai, India.

  
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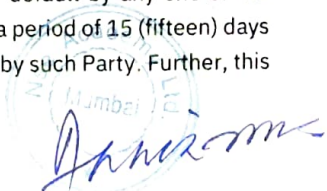
3. Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrator(s) direct otherwise.
4. Each Party must continue to fulfill their obligations under this MoA to the extent reasonably practicable based upon the nature of the dispute during the pendency of the arbitration. The arbitration proceedings including the arbitral award shall be kept confidential.

#### **XVI. MISCELLANEOUS**

1. Upon signing of this MoA, all clauses as set forth herein, shall create a legally binding agreement between the Parties in all respects.
2. University represents and warrants that nothing in this MoA shall be inconsistent with terms and conditions of the Principal MoU and in the event of inconsistency between this MoA and the Principal MoU, the terms of this MoA shall prevail.
3. Nothing in this MoA shall diminish the full autonomy of any Party, nor any constraints be imposed by either upon the other, and nothing in this agreement shall be deemed to create a joint venture, or agency relationship between the Parties.
4. Any other matter not included in the MoA which is necessary for the smooth functioning of the Scheme shall be finalized between the University and NSE Academy on mutually agreed terms and conditions in writing.
5. The use of the name, logo, trademarks and/or official emblem of any of the Parties on any publication, document and/or paper is allowed only, after seeking explicit prior permission in writing of the owner Party concerned.
6. Amendments to this MoA will be only basis mutual consensus and the written consent (duly signed) of all the Parties concerned. Additions, deletions and/or alterations to this MoA may be affected with the written agreement of all the Parties to this MoA concerning the said changes. Documents containing such additions, deletions and/or alterations and signed by both the Parties shall form addendum to this MoA and be deemed to be part of this MoA.
7. The MoA is not intended to create any legal relation of employer-employee or of principal and agent relationship amongst the Parties and the Faculty shall be the on the payroll of the University and NSE Academy shall not be liable to make any payments to the Faculty of University.
8. MoA shall remain valid for a period of 5 (five) years from the date of its signing and can be extended on mutual terms and conditions. Through this MoA University and NSE Academy affirm their commitment to fulfil and achieve the objectives mutually agreed upon in this MoA. This MoA may be further renewed on such terms and conditions as may be mutually decided between the Parties.
9. This MoA can be terminated by either one of the Parties after serving 1(one) month notice to other Party in writing if there is failure/breach of understanding or default by any one of the Parties under this MoA and such failure remains unremedied within a period of 15 (fifteen) days after the date of intimation (in writing) regarding the failure/ default by such Party. Further, this

  
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MoA can be terminated by either Party for convenience, without assigning any reason, after providing a written notice of 90 (ninety) days to the other Party.

10. On termination/expiry of this MoA, the Parties shall discontinue using the rights arising and/or accruing from the terms of this MoA, however, such termination/expiry shall be without prejudice to any rights or obligations of the Parties that may have accrued prior to the termination and, except as otherwise expressly provided herein, shall not limit any rights or remedies which may be available by law or otherwise.
11. The Parties shall at all times comply with all relevant requirements of Data Protection Legislations. For the purposes of this Clause, "Data Protection Legislation" means all statutes, enacting instruments, regulations, codes of practice, decisions, recommendations and the like in India concerning the protection and/or processing of personal data, as may be amended or be applicable from time to time including the Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.
12. University warrants, represents and undertakes that while this MoA remains in force; it will comply with all applicable laws and other governmental or regulatory requirements and guidance which may from time to time including but not limited to, those pertaining to tax reporting and money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued administered or enforced by any governmental agency having jurisdiction over the University (collectively "Money laundering Laws") and no suit or proceeding is pending by or before any court or governmental agency or authority etc. involving the University with respect to Money laundering Laws.
13. University confirms that they are aware of and understand their obligations under anti-bribery and corruption laws and confirm that it will at all times ensure that its directors, officers, agents, employees or other persons acting on its behalf in relation to the activities undertaken for the purpose of this MoA are aware of and comply with both the letter and spirit of the applicable anti-bribery and corruption laws and are not aware of or have not taken any action that would result in a violation by such person of any such law or that they will not take any actions or make any omissions which would cause the University to be in violation of applicable anti-bribery and corruption laws.
14. University shall not be entitled to assign/transfer/sub-contract any of its rights and/or obligations under this MoA to any third party without the prior written consent of NSE Academy.
15. The Parties agree, for themselves and their respective affiliates, that neither of them will make, issue or release any public announcement, press release, statement or acknowledgment of the existence of, or reveal publicly the terms, conditions or status of this MoA without the prior written consent of the other Party, unless such disclosure is required by law.
16. This MoA constitutes the entire understanding of the Parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.
17. Each Party shall from time to time appoint a contact to be responsible for facilitating the co-operation between the Parties and coordinating the exchange of information on the terms

  
**REGISTRAR**  
Bengaluru City University  
Central College Campus  
Bengaluru - 560 001

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hereof as contemplated between the Parties. The principal points of contact for the Parties as of the date of this MoA shall be:

**FOR NSE ACADEMY**

Name : Abhilash Misra  
Designation : Chief Executive Officer  
Address : National Stock Exchange of India Limited, Exchange Plaza, C-1, Block G,  
Bandra Kurla Complex, Bandra ( E ), Mumbai - 400051  
Telephone : 022-26568100  
E-mail : [abhilashm@nse.co.in](mailto:abhilashm@nse.co.in)

**FOR UNIVERSITY**

Name :  
Designation : The Registrar  
Address : Central College Campus, Dr. Ambedkar Road, Bengaluru,  
Karnataka – 560001  
Telephone : 080-22131385

18. This MoA may be entered into in any number of counterparts and by the Parties to it in separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same agreement. Through this MoA, the University and NSE Academy affirm their commitment to fulfil and achieve the objectives mutually agreed upon.

**Signed this Memorandum of Understanding on this 12<sup>th</sup> day of July of the year 2022.**

For and on behalf of  
Bengaluru City University,

  
**REGISTRAR**  
**Bengaluru City University**  
**Central College Campus**  
**Bengaluru - 560 001**  
Signature

STAMP

For and on behalf of NSE Academy

  
  
Signature

STAMP