



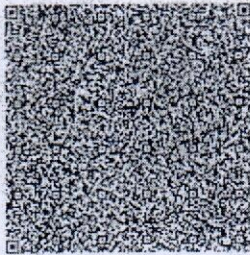
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL59818713664974N
 Certificate Issued Date : 20-Jan-2015 03:22 PM
 Account Reference : IMPACC (CR)/ dl835310/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL83531016525848089183N
 Purchased by : NSEIL
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 Property Description : Not Applicable
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 (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 3, 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., 4th 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

Statutory Alert:

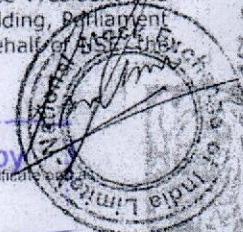
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Page 1 of 19

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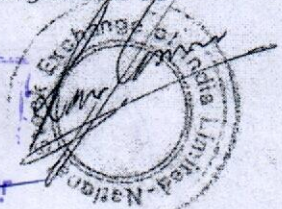
- 1.1 **"CONFIDENTIAL INFORMATION"** means
- 1.1.1 Either Party's proprietary technology and/or software in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the 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.

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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/NCFM 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 Member, Educational Society

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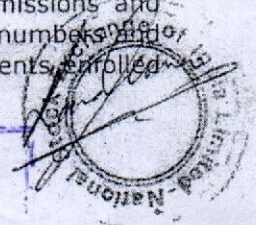
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Page 5 of 19

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- 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 Jagannath Gupta (Executive Director)

[Signature]

Authorised Signator

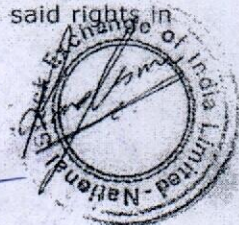


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Page 7 of 19

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[Signature]



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 of 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, revolution, blockage or embargo, any

For Jagan Nath Gupth Memorial Educational Society

[Handwritten Signature]

Authorised Signator



Page 9 of 19

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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

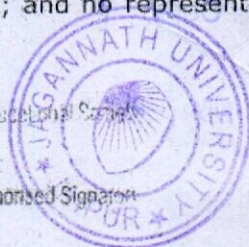
The Parties hereby represent and warrant to each other that:

- 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.

For Jagannath Gupta Memorial Educational Society

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Authorized Signatory



Page 11 of 19

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

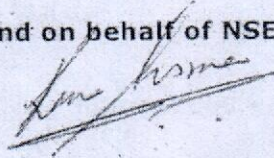
For and on behalf of JNGMES



Chairman
Jagan Nath Gupta Memorial
Educational Society
3, Institutional Area, Sector-5,
Rohini, Delhi
Pin- 110085

Date: 21-01-2015

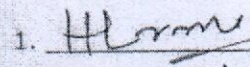
For and on behalf of NSE

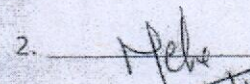


Sr. Assistant Vice President
and Head - Northern Region
National Stock Exchange of India Ltd.
4th Floor, Jeevan Vihar Building
Parliament Street, New Delhi
Pin Code 110001

Date: 21-01-2015

Witness:

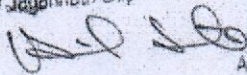
1. 
21.1.2015
(H.L. VERMA)

2. 
21.1.15
(Meha Blathija)

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

2. Mr. Tanu Mishra, Manager, NSE

For Jagannath Gupta Memorial Educational Society



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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 1st 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 / Stude nt
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.

- By **Net Banking** (Direct Debit) through HDFC Bank
- National Electronic Fund Transfer (**NEFT**) as per details given below:

Account Name : NATIONAL STOCK EXCHANGE OF INDIA LTD
 BANK : HDFC
 ACCOUNT No. : 00030650000016
 IFSC CODE : HDFC0000003
 BRANCH : G-3-4, SURYA KIRAN BUILDING,
 19, KASTURBA GANDHI MARG,
 NEW DELHI - 110001

For Jagannath Gupta Memorial Educational Society



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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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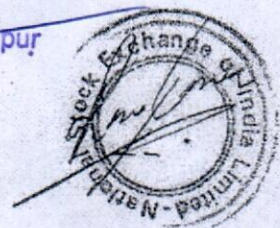
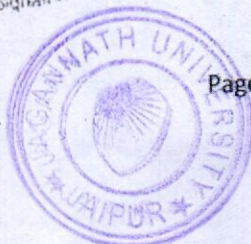
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Jagan Nath Gupis Memorial Educational Society

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Jagan Nath Gupta Memorial Educational Society

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REPORT ON SEMINAR

Investments: Opportunities and challenges

Date: 24th August 2016

Venue: Auditorium, Jagannath University, Jaipur

Jagannath University, Jaipur in collaboration with National Stock Exchange of India Limited, organized a Seminar for students of MBA, BBA, B.Tech, B. Arch, B.Sc., BCA, MCA and LL.B. on 24th August 2016. The topic of Seminar was "**Investments: Opportunities and Challenges**".

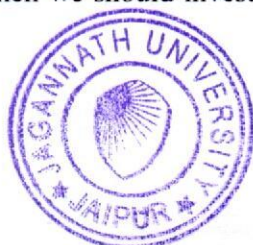
Profile of Resource Persons: Two resource persons were invited for this Seminar. First one was Prof. C. K. Shah and second one was Prof. Ravi Sharma.

Professor C. K. Shah has a rich experience of 40 years as an academician. He is Gold medalist in M.Com and have done Ph.D from university of Rajasthan. He holds a diploma in CFA also. He has authored 59 research papers duly published in leading international and national journals. He has also authored 32 books in the areas of accounting, statistics, banking, finance and taxation. He worked as vice principal, university commerce college, Jaipur and as director, centre for converging technology, university of Rajasthan, Jaipur. He was also appointed as member of board of studies for Institute of Chartered Accountants of India (ICAI). He is life member of Indian Accounting Association, Jaipur Management Association, Research Development Association and Indian Management Association. 47 candidates have been awarded Ph.D. under his supervision.

Second Resource person professor Ravi Sharma is dynamic professional having strong academic background. He is M.Com., CA and CS. He has cleared his RPSE-SLET. He has completed his Ph.D on the topic "Accounting Procedures and Practices in Hospitals". He has authored six books on Accounting and Taxation. He is life member of Indian Accounting Association, fellow member of The Institute of Chartered Accountants of India (ICAI). He is life member of Indian Commerce Association.

Highlights of Technical Session I-

Prof. C. K. shah started session with the necessity of saving. He said that we must first save the money and then we should invest. He advised all students for future that "Save as much



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as you can & invest it as soon as possible". He explained various investment options like financial assets, real estate, banks and insurance. He relates investments with age and explained that all investments are good but it depends on your age that which investment will be best for you. He explained the value of investment planning as a profession and gave stress on systematic investments. He explained "Handsome Maturity" type investments. He told that only 8% of household savings invested in financial market, which is very low. In order to promote Indian economy, we should try to increase this percentage.

Dr. Kapil concluded the session with vote of thanks.

Highlights of Technical Session II-

Prof. Ravi Sharma in his session gave emphasis on investigating prospectus and promoters before investing the amounts in particular company. He shared about prospects and challenges of Investment in Indian Environment. India has become one of the favorite investment destinations for the foreign investors across the globe. The investment scenario in India is getting better and better with each passing day due to high confidence level of the investors. Today, India is considered the 4th biggest economy in the world. Its impressive GDP rate, especially in the field of purchasing power, has catapulted it to second position among all the developing nations. Along with India, the others who are participating in the race of investment among the developing economies are China, Singapore, Malaysia, Russia and Brazil.

Second technical session was ended with vote of thanks by Dr. Shilpi Khandelwal. Registrar Mr. Tanmay Pattanayak presented memento to both resource persons.

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