



# Jagannath International Management School

MOR, Pocket-105, Kalkaji, New Delhi-110019

(Affiliated to Guru Gobind Singh Indraprastha University and Approved  
under Section 2(f) of UGC Act 1956)

Accredited by National Assessment and Accreditation Council (NAAC)

## Criteria 1

### **Supporting Document**

**(Academic Year 2023-2024)**

**1.3.2**

***Copy of MOU applicable for internship***



## Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into in New Delhi on the 9/01/2021.

JAGANNATH INTERNATIONAL MANAGEMENT SCHOOL, New Delhi (hereinafter referred to as JIMS) represented by Dr. Ashok Sharma, Director. JIMS and Indo Latin American Chamber of Commerce (hereinafter referred to as ILACC represented by Mr. Raj Kumar Sharma (Founder President & CEO).

### Hereto agree as follows:-

#### 1. SCOPE

- a) Tie-up with Universities in Latin America.
- b) Student Exchange with foreign universities for our Post Graduate & Under Graduate Programs.
  - i) UN mandated university for peace , Costa Rica ( [upeace.org](http://upeace.org)) Certificate Programme – online and offline.
  - ii) Joint Curriculum Development (Panama University , UN mandated university for peace , Costa Rica)
- c) Faculty Exchange Programs and Faculty training in educational Pedagogy
- d) Joint Research & Training Programs for professionals.
- e) Jointly design and conduct Seminars, Conferences, Workshops, Exhibition or fair and Management Development Programme in common areas/themes.
- f) Jointly plan and execute new initiatives with regard to providing training and business consultancy services to ILACC.

g) Export-Import training facility by ILACC to JIMS students in the field of International Trade.

h) Offering professional services to your students in the field of Export-Import Documentation /Custom Formalities/Logistics/Insurance with INCO TERMS etc. /Clarifications as a visiting Faculty Member for JIMS.

i) Attestation of commercial / educational / personal documents followed by MEA verification or apostile and legalization from any Embassy in India.

j) Jointly explore possibility of getting research based projects funded by Indian Government / Foreign Governments and Universities. The revenues would be jointly shared between the executing partners.

## 2. RESPONSIBILITIES

To be mutually decided for each event.

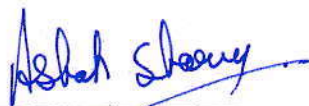
## 3. VENUE

The programs will be held either in JIMS Campus or outside venues as mutually decided.

## 4. TERM

The MOU will be initially valid for a period of 03 (Three) years and may be renewed for a further period as mutually agreed by both parties.

For and on behalf of the  
JIMS, New Delhi



Dr. Ashok Sharma  
Director

For and on behalf of the ILACC

Raj Kumar Sharma



President

Mr. Raj Kumar Sharma  
Founder President & CEO

27/1/2021  
Date

27-01-2021  
Date





**Memorandum of Understanding**  
**for**  
**Training, Consulting and Academic Cooperation**  
**Between**  
**Shri Ram College of Commerce, University of Delhi**  
**And**  
**Jagannath International Management Institute, Kalkaji, Delhi**

This MoU is entered into on this 11<sup>th</sup> day of June 2022 by and between Shri Ram College of Commerce, University of Delhi having expertise in the areas of commerce, economics and management education and training, established in 1926 and part of University of Delhi, India hereinafter referred to as SRCC, of the FIRST PART, and Jagannath International Management School, Kalkaji, New Delhi, hereinafter referred to as JIMS, Kalkaji of the Second Part, for the purpose of training, consultancy and academic cooperation to be provided by SRCC to JIMS, Kalkaji.

The aforesaid institutions are hereinafter referred to individually as institute and collectively as institutes.

SRCC and JIMS, KALKAJI agree to establish a programme for training, consultancy and academic cooperation in defined areas and in accordance with terms and conditions set forth in this memorandum of understanding (MoU).

**A. OBJECTIVES OF THE MOU**

The objective of this MOU is to provide training, consultancy and academic advice for enhancing the quality of education at JIMS, KALKAJI.

**B. AREAS OF TRAINING, CONSULTANCY AND ACADEMIC COOPERATION**

A Quality Improvement Initiative shall be undertaken by academic experts of SRCC to improve quality of teaching, management and administration at JIMS, KALKAJI through academic interaction, special lectures and faculty and student development initiatives in the following defined areas:

**a. Academic Audit and Faculty Related Support**

1. Systems, processes and best practices of SRCC in terms of development and delivery of teaching content (such as teaching material and case studies) to enhance teaching pedagogy across subject domains.
2. Conducting Training in Subject Specific Curriculum topics in the domain of Management, Commerce and Economics.

**b. Student Related Support**

1. Personality development programs for students with emphasis on developing the following skill sets:
  - i. Learning and ana-morphosis
  - ii. Communication skills (written and verbal)
  - iii. Leadership
  - iv. Teamwork
  - v. Creative Problem solving
  - vi. Analytical and Reasoning skills



For Jagannath International Management School

  
Authorized Signatory



- vii. Resume Building
  - viii. Handling group discussions and personal interviews
  - ix. Dress Code
2. Conducting Subject Specific Curriculum Lectures in the domain of Management, Commerce and Economics.
  3. Training in the Management of Placement Cell Activities and consulting in the conduct of Extra-Curricular and Co-curricular activities.

#### C. PROPOSED MODE OF COLLABORATION

- a. The duration of the MOU shall be a **period of two years from the date of signing of this agreement.**
- b. At least one training program shall be conducted during each year, preferably in the months of June and December each year. **It can be increased with mutual consent, if felt desirable on the need of agenda planned for the year.**
- c. Academic Audit and Faculty Related Support and Student Related Support mentioned in Clause B above shall be done by SRCC experts.
- d. SRCC will assist in curriculum review of the Programmes run by JIMS.
- e. Each training program may be spread over a period of 3-5 days as per mutual understanding.
- f. Each training day will be for a period of 6 hours (four sessions of one and a half hours each) conducted by SRCC expert/s.
- g. SRCC faculty may be invited for special lectures in their areas of expertise and also assist and mentor in the delivery of Courses of different Programs at JIMS, Kalkaji.
- h. JIMS Kalkaji, shall pay a consolidated sum of Rs. One Lakh only (excluding GST) for each program listed in Sub Clauses c.d. e of this Clause.
- i. All expenses pertaining to travelling and hospitality of the SRCC experts and JIMS, KALKAJI participants shall be borne by JIMS, KALKAJI. JIMS, KALKAJI shall provide the physical infrastructure for conducting such programs.

#### D. CO-ORDINATION

Each institution shall appoint one member of its teaching/training faculty to coordinate the programme on its behalf. Further, a coordination committee, consisting of (a) Principal, SRCC or his/her nominee, (b) Director, JIMS, KALKAJI, or his/her nominee, (c) SRCC Programme coordinator and (d) JIMS, KALKAJI Programme Coordinator, will periodically review and identify ways to strengthen cooperation between the two institutions.

#### E. INTELLECTUAL PROPERTY

SRCC and JIMS, KALKAJI agree to respect each other's rights to intellectual property.

#### F. CONFIDENTIAL INFORMATION

SRCC and JIMS, KALKAJI shall not release any official confidential information during the training, consultancy and academic cooperation activity.

#### G. TENURE AND TERMINATION

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for two years, and may be continued thereafter after suitable review and agreement.

Either institution may terminate the MOU by giving written notice to the other institution four months in advance. Once terminated, neither SRCC nor JIMS, KALKAJI will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, SRCC and JIMS, KALKAJI will ensure that all activities in progress are allowed to complete successfully.



For Jagannath International Management School

*[Handwritten signature in blue ink]*

#### H. AMENDMENTS/MODIFICATIONS

This MoU may be amended or modified by a written agreement signed by the designated representatives of both institutes.

#### I. ADHERENCE TO LAWS

Participating faculties, staff and students involved in any activity/activities under this Memorandum must adhere to the law of the country, India and rules and regulations of the institutions.



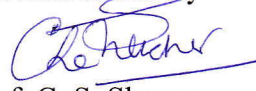
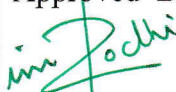

#### J. LEGAL EFFECT

Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to provide genuine and beneficial training, consultancy and academic guidance.

#### K. ARBITRATION CLAUSE

Should there be a dispute relating to any aspect of training, consultancy and academic cooperation, Principal SRCC and Principal, JIMS, KALKAJI will jointly resolve the dispute in a spirit of mutual respect and shared responsibility.

IN WITNESS WHEREOF, each of the undersigned parties represents and warrants that it has the full authority to sign and enter into this MOU on behalf of the institution that each purports to represent.

Signed on behalf of JIMS	Signed on behalf of SRCC
 Dr. Amit Gupta Chairman  For Jagannath International Management School  Authorised Signatory	Recommended By  Prof. C. S. Sharma Coordinator IQAC  Approved By  Prof. Simrit Kaur Principal 





## MEMORANDUM OF UNDERSTANDING

This Binding Tri Patriate **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 4<sup>th</sup> day of August Two Thousand and Twenty Three (2023) at New Delhi, by and between:

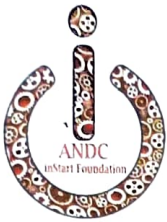
**“ANDC inStart Foundation”, Room No 62, Acharya Narendra Dev College Campus, Govindpuri, Kalkaji, New Delhi, Delhi 110019** represented herein by its **Chairperson, Prof. Amit Garg** (hereinafter referred as **“Party A”**, the company which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators, and assigns).

**T.S.D. Consulting LLP, B-214, 7 Temasek Boulevard, #12-07 Suntec Tower One, Singapore 038987**, represented herein by its **Principal Founder, Mr. Aldrin Tee**, (hereinafter referred to as **“Party B”**, the company which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

**Jagannath International Management School, MOR, Pocket 105, Kalkaji, New Delhi-110019** represented herein by its **Director, Dr. Anuj Verma**, (hereinafter referred to as **“Party C”**, the company whose expression, unless excluded by or repugnant to the subject or context shall include its successors – in- office, administrators, and assigns).

Parties A, B and C are hereinafter collectively referred to as ‘Parties’ and individually as ‘Party’.





## WHEREAS:

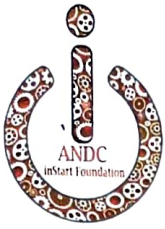
Party A is a Business Incubator (a section 8 company under Indian Companies Act, 2013) named **“ANDC inStart Foundation”** that provides a conducive and encouraging environment to potential entrepreneurs within as well as to the ones outside the campus and is funded by DTTE under the incubation policy of Delhi Government. It is promoted and hosted at Acharya Narendra Dev College (A Delhi University Constituent College, 100% funded by GNCTD).

And Party B is a Singapore based Consulting firm named **“T.S.D Consulting LLP”** and it works to bring together multi-disciplinary and various public, private, and industry stakeholders, resources, expertise, and opportunities together into a single synergistic space.

And Parties A & B have collaborated through an MOU to establish the AIF-TSD SCII Hub to start with centres of excellence (COE) that will be initiated as a Pilot Project in self-sustaining mode viz. **Center for Quality Education, Life-Long Learning, Skills Training, and Professional Development and Co-working and Business Center for Entrepreneurship, Startup, Ventures and Investments.** ANDC-inStart Foundation-TSD SCII Hub will gradually expand by setting up a number of Centers of Excellence (CoEs) that will offer Programmes customized to the needs and wishes of the stakeholders to promote entrepreneurship and start-up culture. This hub aims to promote more effective use of each of their resources and to provide each of them with enhanced opportunities to work towards their objectives.

Party C is a management institute named **“Jagannath International Management School”** based in Kalkaji, New Delhi that aims to impart high quality education and raise capable leaders for professional lives and entrepreneurs of tomorrow.

Party C has shown interest and intent to participate in the programming, products, and services offered in the AIF-TSD SCII Hub to promote entrepreneurship and start-up culture within its organization and community.



AND The Parties are interested in working together in connection with the Purpose set out in this Memorandum.

**NOW THEREFORE IN CONSIDERATION OF** the premises and the mutual covenants set forth herein the parties hereto covenant and agree as follows:

### **CLAUSE-1: PURPOSE**

1. The budding graduates from educational institutions play a key role in technological up-gradation, innovation, and competitiveness to fit into the prevailing and flourishing entrepreneurial environment in the country.
2. All parties believe that close cooperation among them would be of major benefit to the student community as well as other stakeholders within and outside the educational institution to enhance their skills, mindset, and knowledge. It will facilitate in turning them towards entrepreneurship and will open avenues for setting up startups.
3. All Parties to this MOU are united by common interests and objectives, and they shall establish channels of communication and cooperation to promote and advance their respective operations and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
4. All Parties' cooperation will facilitate the efficient utilization of the resources and intellectual capabilities of each other.
5. The general terms of cooperation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the 'Definitive Documents') as may be required from time to time to give effect



to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2: SCOPE OF THE MOU**

1. That initially two Centre of Excellence (COE) will be established under the ANDC-inStart Foundation TSD SCII Hub namely:
  - Centre for Quality Education, Life-Long Learning, Skills Training, and Professional Development, in short LLL
  - Centre for Entrepreneurship, Startups, Ventures, and Investments, in short ESVI
2. The Operational Contours of the Center for Quality Education, Life-Long Learning, Skills Training, and Professional Development are to provide for
  - a. International Visiting Professors/ Lecturers
  - b. Campus Talks with Industry Leaders
  - c. Foundation Module in Entrepreneurship
  - d. Exchange Programmes
  - e. Internship.
  - f. Apprenticeships/ Traineeships
  - g. Scholarships
  - h. Learning Journeys Overseas/ Virtual Tours
  - i. Professional Development and Exchange programmes with Faculty
3. The Operational Contours of the Center for Entrepreneurship, Startup, Ventures and Investments are-
  - a. Co-working Space
  - b. Startup Incubator Services
  - c. Acceleration Programmes
  - d. Business Support Services, Advisory and Consulting





- e. Events
- f. Hackertons
- g. Networking
- h. Demo Days
- i. Trade Conventions

By running these Centers of Excellences with pooled resources, economies of scale, and value-chains, the Parties will be able to create a closed-looped ecosystem - and at the same time find innovative solutions and create opportunities for the local community that otherwise will be difficult to achieve on our own. The Parties will also quantify the impact of the activities and programmes, and ensure that they are (net) positive, sustainable, and scalable.

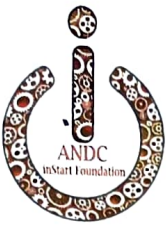
### **CLAUSE-3: ROLE OF PARTIES TO MOU VIS A VIS CENTER OF EXCELLENCES**

Party A shall be responsible to:

- provide co-working physical space for the establishment and operations of the Centers of Excellence and its programmes, products & services.
- provide staffing, administrative and operational support to drive the Centers of Excellence and its programmes, products & services.
- Bring in various collaborating/participant organizations like Party C

Party B shall be responsible for:

- Overall strategic design of the AIF-TSD SCII Hub
- Supply the strategic plans and allow partners or third parties to be appointed after mutual consultation and agreement with Party A to include additional programmes and propositions in the plans.
- Co-brand and market a portion of the hub and its programmes. It will provide



guidelines for their part of the co-branding and marketing.

- Source for, manage and maintain responsibility for all stakeholders under their care and provide guidelines for Stakeholders' management.
- Provide external subject matter experts and stakeholders who will conduct and execute the programmes.
- provide the programming, services, systems and processes for the management and running of the Centers of Excellence.
- planning of the branding, strategic positioning, and overall Intellectual property of AIF TSD SCII Hub with party A.
- planning for funding and/or investor-related deliverables of the AIF-TSD SCII Hub.
- Event-related planning, organization, coordination, and execution of the Centers of Excellence

Party C shall be responsible for:

- communication of the needs of its stakeholders – students, faculty, alumni, industry partners and community to AIF-TSD-SCII Hub.
- contributing to the effective design and execution of the programming, products and services offered by the AIF-TSD SCII Hub.
- promote and encourage active participation of its students, faculty, alumni, industry partners and community in the relevant programming, products & services of AIF-TSD SCII Hub.
- collaborate in promoting a culture of life-long learning and entrepreneurship among its community.

#### **CLAUSE-4 : BINDING NATURE OF TERMS AND CONDITIONS**



- a) The Parties may review the operation of this MOU and may amend its terms as required at any time upon the mutual consent of all the Parties by means of a written instrument.
- b) Either Party may seek to terminate this MOU by serving thirty (30) days written notice to the other Party.
- c) All Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified.
- d) This MOU is a general collaboration agreement and does not provide any financial obligations on all the Parties. Specific agreements towards any programme, product or service mentioned in the MOU & financial consideration will be dealt separately.
- e) All the Parties shall work to help bridge the gap, in between, by providing active support to start-ups enabling them to switch from paper-intensive procedures to real time and thus boost their business growth by improving overall productivity and efficiency
- f) Fixing Single point of contact:  
For. ANDC inStart Foundation –  
**Name: Mr. Sanjay Vohra**  
Designation: Director

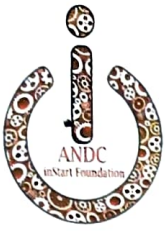
For. T.S.D. Consulting LLP –  
**Name: Mr. Vasanth Sankaran**  
Designation :TSD Ventures Partner

For Jagannath International Management School  
Name : **Dr. Anuj Verma**  
Designation: Director

## **CLAUSE-5: COMPENSATION**

Neither party shall be under an obligation to compensate the other for any work undertaken or for any expenses incurred in relation to this MOU. Parties hereto have





the consensus ad idem of entering into this MOU for mutual benefit without any contractual obligations inter se.

## **CLAUSE-6: CONSEQUENCES OF TERMINATION**

(a) In the event that this Memorandum is terminated:

- i. Neither Party shall, under this Memorandum, incur any financial liability to the other Party after cessation of MOU; and
- ii. Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.

## **CLAUSE-7: RELATIONSHIP AMONG THE PARTIES**

It is expressly agreed that **Parties A, B and C** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. None of the Party is authorized to use any of the other Party's/ Parties' name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party/Parties, without the prior written consent of the other Party/Parties. None of the Parties shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party/Parties, to pledge the other Party's/Parties' credit, or to extend credit on behalf of the other Party/Parties.

## **CLAUSE-8: REPRESENTATION TO THE PUBLIC**

- a) Neither of the Parties shall use the name or logo of the other for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.



- b) Notwithstanding the generality of the above, the Parties may notify third Parties of the fact that this MoU is in effect.
- c) The provisions of this MOU will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightfully received by receiving Party from third parties without any breach of confidentiality obligations.

## **CLAUSE-9 ANNOUNCEMENTS**

A Party shall not make any news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this MOU, the contents/provisions thereof, other information relating to this MOU, the Confidential Information or other matter of this MOU, without the prior approval of the other Parties.

## **CLAUSE-10: NOTICES**

All notices, requests, consents, and other communications under this MoU shall be in writing and shall be delivered either by respective official email id's of the parties hereto or through registered post.

## **CLAUSE-11: INTELLECTUAL PROPERTY**

All intellectual property held by a Party prior to entering into this MoU or disclosed or introduced in connection with this MoU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in any of the Parties any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.



## **CLAUSE-12: Confidential Information and Non-Disclosure**

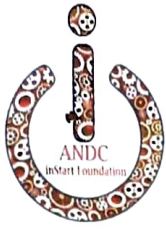
The Parties hereto undertake that they shall keep confidential all the proprietary information/communication flowing into upon entering into this MOU and upon acting in terms of this MOU and shall not disclose it to any third party, excepting their authorized agents or representatives , unless such disclosure is specifically authorized in writing. Neither party shall use proprietary information received from the other Party for any purpose other than the objective and task agreed between the Parties.

## **CLAUSE-13: DISPUTE RESOLUTION**

- (a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:
- i. Any dispute under this MOU shall be referred to arbitration by a sole arbitrator to be appointed jointly by the Parties.
  - ii. The arbitration proceedings shall be held in New Delhi in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.
  - iii. The Parties agree that the arbitration award shall be final and may be enforced as a decree.
  - iv. The Parties further agree that subject to the above only the competent courts at New Delhi, India shall have jurisdiction in all matters arising hereunder.
  - v. The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.

[signature page follow]





For **ANDC inStart Foundation**

A handwritten signature in black ink, appearing to read "Amit Garg".



**Authorized Signatory**  
**Prof. Amit Garg**  
**Chairperson**

**[www.andcinstartfoundation.in](http://www.andcinstartfoundation.in)**

For **T.S.D Consulting LLP**

A handwritten signature in black ink, appearing to read "Aldrin Tee".

**Authorized Signatory**  
**Mr. Aldrin Tee**  
**Principal Founder**

**[www.thinkshiftdesign.com](http://www.thinkshiftdesign.com)**

For **Jagannath International Management School**

A handwritten signature in blue ink, appearing to read "Dr. Anuj Verma".



**Authorized Signatory**  
**Name Dr. Anuj Verma**  
**Director**

**[www.jagannath.org](http://www.jagannath.org)**

# MEMORANDUM OF UNDERSTANDING

Between

## PRIMAX FOUNDATION

(Registered Under the Karnataka Societies Act 1960 & IT Act 12A, 80G)  
Bengaluru, Karnataka, India



And

JAGANNATH INTERNATIONAL MANAGEMENT SCHOOL KALKAJI, NEW DELHI

This Memorandum of Understanding (MoU) is made on the 18<sup>th</sup> of February -2022 at Bangalore.

Between

JAGANNATH INTERNATIONAL MANAGEMENT SCHOOL KALKAJI, NEW DELHI

And

Primax Foundation(PF), Registered Under the Karnataka Societies Act 1960 & IT Act 12A, 80G) No.B 10, First Main Road, Devarajurs Layout, Viswa Vidyalaya PO, Nagdevanahalli, Bengaluru – 56, Karnataka.India.

### 1. Parties to the MoU

This Memorandum of Agreement is drawn up and agreed upon between Jagannath International Management School Kalkaji, New Delhi, India and PrimaxFoundation(PF), Registered Under the Karnataka Societies Act 1960 & IT Act 12A, 80G) No.B 10, First Main Road, DevarajursLayout,Viswa Vidyalaya PO, Nagdevanahalli, Bengaluru – 56, Karnataka. India.

### 2. Jagannath International Management School, Kalkaji

Jagannath International Management School, Kalkaji, New Delhi, the flagship institute of the JIMS Group, was founded in 1997 with a clear vision and purpose of grooming world class business leaders to meet the challenges of a rapidly changing business environment. The institute is ably governed by its young and dynamic Chairman, Dr. Amit Gupta who through his visionary leadership has catapulted it to the top league of B-Schools.JIMS Delhi greatest strengths lie in its superior attributes which include expert faculty with relevant industry experience; prestigious international

Advisory Board comprising eminent academicians from top foreign and Indian universities; prolific institute-industry interface which enhances knowledge and awareness of students on the best corporate practices; foreign university collaborations and an enviable track record of quality placements. Its national accreditation, with NAAC and ISO certification ensure that the academic systems and procedures conform to the highest national and international quality standards. The institute has been honoured with top awards and rankings. These include A+++ Category in Business India Survey, 27th Best Pvt B.School in India as per Times of India Survey, Top B-School of Super Excellence in GHRDC-CSR Survey and Best Management College in Delhi award for Placements by Higher Education.

### **3. Primax Foundation, Bengaluru, Karnataka.**

PrimaxFoundation<sup>R</sup> was established in 2015 and it was registered under the Karnataka Societies Reg. Act 1960 (Reg. No JNR-211-2015-16 & IT Exemption - 12 A & 80 G) Primax Foundation is established with towering ideals of imparting quality and non-profitable services to the society through Journals, Seminars, Workshops, Educational Training & Skill Development, Study Circles, Counseling & Rehabilitation, Initiating Research Activities etc., for total personality development in the society. Primax Foundation is an upcoming Training and Development Center at Bangalore offering a variety of need based training programs, through on and off campus modes. The primary aim is to ensure employability for the students and molding them to suitably fit into all aspects of corporate requirements. In addition, its intention is to upgrade the quality of research work among the faculty members involved in Science & Humanities, Commerce, Management Education and the allied fields to ensure that all the research work undertaken, is gainfully employed by the industry, society and corporate world. Its operational objective is to disseminate, strengthen and enhance knowledge, across all sections of the society.

#### **4.Objective:**

The goal of this cooperation is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best efforts, mutual benefit, and frequent interaction. **Jagannath International Management School** and **Primax Foundation** agree to explore the possibility of engaging in the following modes of collaboration.



- a. Exchange of information on research, teaching (providing support for Guest lecture, Resource Person, Corporate Personnel from India and Outside India), learning materials and other literature relevant to their educational and research programme;
- b. Joint organization of Seminar, Conference (National & International Level), Workshop, Faculty Development Programme, Management Development Programme, Case Study Presentation, short-term continuing education programs on topics of mutual interest, while extending invitations to each other's faculty to participate therein;
- c. Joint proposal and engagement in research or training programs sponsored by funding agencies, while extending invitation to each other's faculty to participate therein.
- d. To assist **Jagannath International Management School** in the organization of the National level & International level seminars, conferences; publication of Conference proceeding and Article publication with ISSN (UGC listed Journals, Scopus, ISI Journal, Thomson Reuters etc.)
- e. To assist **Jagannath International Management School** in the conduct of National and International Level Education Tour and Industrial Visits.
- f. To organize a Training and Development programme (such as Personality Development, Communication, Skill Development & Placement Training Programme and finally to conduct a pool campus interview (Direct Recruitment).
- g. To organize an **Add-on Program** to **Jagannath International Management School** students such as Advance Excel, Tally ERP, SPSS & Any skill development program.
- h. To arrange an education tour in India & Foreign Countries.

## 5. Finance Provision

The terms of any financial arrangement will be subject to separate agreements made on a case-by case basis; such further agreements will include the names of those persons responsible for managing the implementation etc., of collaborative activity.

## 6. Activity in Detail

**Primax Foundation (PF)**, Registered Under the Karnataka Societies Act 1960 & IT Act 12A, 80G) No. B 10, First Main Road, Devarajur Layout, Viswa Vidyalaya PO, Nagdevanahalli, Bengaluru – 56, Karnataka. India and **Jagannath International Management School**, the parties to this memorandum, wishing to enhance relations between the two Academic Research Institutions and to develop Academic and Research activities interchange in the areas of Education, Research and

Technology transfer, and other activities, agree to collaborate towards the internationalization tie-up (to help International University tie-up, to conduct a Workshop, Seminar, FDP, MDP, in National and International Level with ISSN and ISBN Publications). The establishment of formal relationship and linkage in their area of interest.

**Jagannath International Management School** and **Primax Foundation** recognize their strengths in Research and education in the discipline of Arts and Science, Education and Social science, and their mutual interest in engaging themselves in academic cooperation. Therefore, **JIMS** and **Primax Foundation** agree to establish a programme for academic operation in areas of mutual interest, and in accordance with term and conditions set forth in this Memorandum of Understanding (MoU).

#### **7. Co-ordination**

The following arrangement is suggested for the co-ordination of collaboration; each of the institution (**Jagannath International Management School** and **Primax Foundation**) shall appoint one member of its teaching faculty/ research faculty to coordinate the programme on its behalf. A coordination committee, consisting of (a) Principal/IQAC/AAA Coordinator, **Jagannath International Management School** or his /her nominee b) President/Secretary of **Primax Foundation** or his /her nominee c) Programme coordinator from both institutions will periodically review and identify way to strengthen cooperation between the two institutions.

#### **8. Valid Duration**

Initially, this MOU shall be effective from the date of signing by authorized authorities of both parties and is valid for a period of **three years**.

#### **9. Renewal**

The MOU shall be renewed by authorized representative of both parties, under mutually agreed revised terms and condition through a renewal application.

#### **10. Amendments**

Any of the clauses/ articles contains here in this MOU shall be amended with mutually written and specific consent of both the parties.

#### **11. Termination**

This MOU shall be terminated by either party by giving three month notice to the other. The amendment, termination and expiration of this MOU will not affect the terms of activities ongoing at



the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.

## 12. Contact Persons

The Principal/IQAC/AAA Coordinator **Jagannath International Management School** and President/Vice President/ Secretary, **Primax Foundation** shall be the contact persons who will be coordinating the implementation of this MOU during its validity.

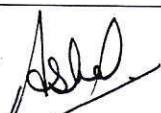



## 14. Agreement subject to legal regulations

This MOU shall effect subject to compliance with all legal statutes and Regulations and Rules applicable to the activities envisaged under the MOU.

## 15. Arbitration clause

Therefore, there be a dispute relating to any aspect of academic cooperation, Principal of **Jagannath International Management School** and President and Secretary of **Primax Foundation** will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility.

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:

For Jagannath International Management School, New Delhi	For Primax Foundation Bengaluru, Karnataka. India.
 <b>Dr. Ashok Sharma</b> Director, <b>Jagannath International Management School, New Delhi</b> 	<b>Prof. T. Rajeswari</b> President, Primax Foundation. Bengaluru, Karnataka.
Contact Details: 9810168546 Website: <a href="http://www.jagannath.org">www.jagannath.org</a> Email: <a href="mailto:director.kj@jagannath.org">director.kj@jagannath.org</a>	Contact Details: 8971725451 Website: <a href="http://www.primaxfoundaiton.com">www.primaxfoundaiton.com</a> Email: <a href="mailto:primaxfoundation2015@gmail.com">primaxfoundation2015@gmail.com</a>
Date: 4 <sup>th</sup> April 2022	Date:
Witness  	Witness <b>Dr. K. V. Ramanathan</b> Vice- President, Primax Foundation.



## AGREEMENT

This Agreement is made on 24<sup>th</sup> day of February, 2021 ("Effective Date") at Mumbai by and

BETWEEN

**Jagannath International Management School** (hereinafter referred to as "Collaborator/JIMS"), a private college affiliated with Guru Gobind Singh Indraprastha University (GGSIPU) and having its campus at MOR Pocket 105, Kalkaji, New Delhi-110019 represented through Dr. Ashok Sharma, Director, who is duly authorized to sign and execute this Agreement on behalf of the party of the **First Part**;

AND

**NSE Academy Limited** (hereinafter referred to as "NSE Academy/NAL"), a company incorporated under the Companies Act, 2013 and having its registered office at Exchange Plaza, Bandra-Kurla Complex, Bandra (East), Mumbai 400051; represented through Mr. Abhilash Misra, Chief Executive Officer who is duly authorized to sign and execute this Agreement on behalf of NAL, the party of the **Second Part**.

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.

Collaborator and NAL shall hereinafter be jointly referred to as the "**Parties**".

## WHEREAS,

1. The Collaborator **Jagannath International Management School (JIMS)** was established in 1997 by Jagannath Gupta Memorial Education Society. JIMS is a private college affiliated with Guru Gobind Singh Indraprastha University (GGSIPU), it is established with the intention to provide an education, which shall prepare Specialist Managers in this new age B school.
2. NAL is a wholly owned subsidiary of National Stock Exchange of India Limited ("NSE"). NAL 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. It promotes financial literacy and skill oriented financial markets courses and has also introduced an online examinations system for testing and certification called NSE Academy's Certification in Financial Markets ("NCFM"). NAL has also launched various other courses and programs such as NSE Academy's Certified Capital Market Professional ("NCCMP") and Management Development Program ("MDP") with the intent to empower and develop the skill sets that may enhance the ability of the younger generation further and also to be competitive in the international financial sector.

*Abhilash Misra*



Page 1 of 25

*Dr. Ashok Sharma*



Authorized Signatory

The Descent Merchants Company Ltd.

THE NATIONAL STOCK EXCHANGE OF INDIA LIMITED  
BROKERIA BR., 154/154-1, BROADWAY  
DR. AMBEDKAR ROAD, BROMIA (EAST)  
MUMBAI - 400 027  
STREET 78551  
125753  
SPECIAL  
ADHESIVE  
FEB 22 2021  
12:33

3. The Parties have appreciated each other's objectives in promoting excellence, inter alia, in education as common areas of interest and are desirous of entering into an Agreement for NCFM examination.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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:

**1. Definitions:**

The following expressions shall have the following meanings:

"Candidate(s)/candidate(s)/Student(s)/student(s)" shall mean any person who has registered himself/herself as a participant for the Program(s) and must be a student of the Collaborator.

"Program/program(s)/Course(s)/course(s)" shall mean the Program(s) as given in clause 3.1 below including NCFM (as specified under Annexure 1 and Annexure 4 of this Agreement) or other program(s) as may be jointly offered by Parties.

"Program Fees" shall mean the fees paid by each Candidate for the Program(s) jointly offered by Parties and as specified in the SOW of each Program.

"Faculty" shall mean the faculty member, either full time, part time, visiting or guest faculty engaged either by Collaborator or NAL as may be agreed by the Parties and specified in the SOW of each Program.

"Confidential Information" includes-

- a) any of a 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;
- b) 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;
- c) any information regarding current or proposed Program, Program outline, study material, Candidates details, faculties details, business methods, financial data or marketing data which are not intended for distribution;
- d) any other written information that is clearly marked or designated as confidential or proprietary by such party.

"Discrepancy" includes but is not limited to false information, contradictory information, partial disclosure.

"Faculty/Trainers" shall include but is not limited to University's present teachers, past teachers, visiting faculty, professionals from out of the University and faculty from out of the University.





## 2. SCOPE

- 2.1. Subject to the terms and conditions of this Agreement, the Parties agree to work together to jointly implement and conduct the Programs from time to time, for the students of the Collaborator upon payment of such fees by the Candidates, as may be specified by NSE Academy for the Program.
- 2.2. The Parties shall finalise the structure, terms, contents, conditions and any other relevant particulars of any Program through a written SOW in the format prescribed in Annexure 1 herein ("**SOW**"). All SOW's entered into between the Parties for any Program shall not be binding and valid unless it is in writing and signed by both the Parties. Parties shall not be entitled to carry out any Program in the absence of any such written and signed SOW. The Parties shall not refuse to enter any SOW without any valid reason. There shall be no cap on the number of SOW's that can be issued by the Parties. The SOW shall contain particulars such as course structure, pedagogy, eligibility, Course Fees and any other particular as may be required for carrying out the Program. All SOWs shall be drafted so as to be consistent with this Agreement. In the event of a conflict between the terms of the Agreement and any SOW, the terms of the SOW shall prevail.
- 2.3. The Code of conduct of the Invigilator are provided in Annexure 2 of this Agreement.

## 3. JOINT OBLIGATIONS OF PARTIES:

- 3.1 Parties , in joint co-operation, shall launch the following Programs:
- 3.1.1 NCFM, an online certification examination open to all the students of the Collaborator
  - 3.1.2 Any other program as the Parties may agree to jointly offer in the future through a written addendum signed by both the Parties.
- 3.2 Unless otherwise stated in an SOW, Collaborator shall be responsible for enrollment, admission, collection of Program Fees from the Candidates and maintaining records of the Candidates under the Program.
- 3.3 Unless otherwise stated in an SOW, Collaborator shall submit complete details to NAL about the Candidates enrolling for the Program, including but not limited to name, address, phone numbers, email address, qualifications, work experience, class schedule and so on within a fortnight from the date of closure of admissions. All Applications must be dispensed and all Admissions must be closed before the commencement of the Program. NAL reserves the right to raise any objection or seek clarification in case of any discrepancy/uncertainty/doubts with respect to the details submitted by Collaborator for which the Collaborator must cooperate and appropriate satisfactory reasons with details. In case discrepancy is proved

*Handwritten signature*



*Handwritten signature*





after discussion between parties, the respective Candidate's admissions shall be liable to be dismissed.

3.4 For the theoretical part of the Program, NAL shall provide the study material in such form as agreed mutually between NAL and Collaborator. The study material may be upgraded by NAL from time to time and Collaborator would implement the upgraded study material from the time agreed upon by the Parties.

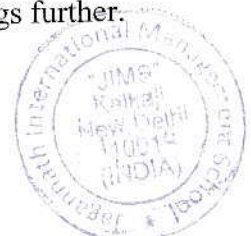
3.5 The details of collaborative terms which are either not specifically given in the SOW or as a part of this Agreement, shall be mutually settled between the Parties in writing. Similarly, Parties may launch other collaborative programs as per this agreement or modified terms, in writing, to make the Program successful and economically viable.

3.6 Parties shall conduct examination and evaluation of respective papers, wherever required. Collaborator will consolidate and prepare the result after transferring the credit of marks / grades awarded by NAL wherever required, and more specifically in the manner specified in each SOW.

3.7 Dr. Ashok Sharma from the Collaborator and Mr. Abhishek Dave, adave@nse.co.in from NAL will be the Program Co-ordinator and single point of contact and co-ordination between Collaborator and NAL, until notified otherwise by each Party.

3.8 In order to successfully launch and execute the Programs, Parties will resolve any issues arising on daily basis by negotiations and reducing it to writing and signed by the Parties for issues not specifically listed as a part of the Agreement.

3.9 Collaborator hereby acknowledges that NAL 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 formed its subsidiary NAL to carry out this initiative and NAL has decided to enter into the transaction contemplated under this Agreement. In view of this and the mutual benefits which the Parties will derive by being associated with each other in this endeavour, Collaborator, voluntarily agrees to acknowledge that this engagement with NAL is on an exclusive basis from the date of this Agreement and that the Collaborator will neither associate itself nor undertake, directly or indirectly any work of any nature that is in direct or indirect competition with or is detrimental to the Program or interests of NSE/NAL during the validity of this Agreement, without NAL's prior written consent. However, nothing in this Agreement shall prevent NAL from undertaking similar initiatives with third Parties not privy to the Agreement but in dealings further.



#### 4. CONSIDERATION AND PROGRAM FEES:

- 4.1. All Candidates enrolled for any Program which is offered pursuant to this Agreement, shall be responsible and liable for paying the prescribed Program Fees for the Program.
- 4.2. Unless otherwise stated in an SOW, Collaborator shall collect the Program Fees (as applicable from time to time) inclusive of taxes from each Candidate enrolled for the Program and shall disburse/pay the entire Program Fee to NSE Academy within 15 working days upon receipt of the invoice raised by NSE Academy in accordance with the terms of this Agreement. as may be applicable from all Candidates from time to time.
- 4.3. The payment of the Program Fees to NSE Academy collected by the Collaborator from the Candidates shall be in accordance with the terms as provided in Annexure 1 of this Agreement. .

#### 5. CONFIDENTIALITY

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 who are associated to the program), without prior written consent of the other party. The confidentiality obligation under this clause shall not apply to information that:

- is available in public domain; or becomes so at a future date (otherwise than as a result of a breach of this clause); or
- which is trivial or obvious, or
- which the receiving party already had in its possession before the Effective Date; or
- which the receiving party acquires from a third party and is entitled to disclose it; or
- 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; or
- is disclosed pursuant to any requirement of law.

#### 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Neither party during the course of performance of this Agreement neither desire nor intend to transfer any intellectual property rights whatsoever with respect to any information exchanged during the tenure of this Agreement.





- 6.2 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, inventions, utility models, course content, domain names, rights in goodwill, rights in designs and other pre-existing intellectual property owned or developed by either Party.
- 6.3 NSE Academy is the sole and exclusive owner of any/all intellectual property right emanating from or in relation to NCFM.
- 6.3 This clause 6 shall survive the termination or expiry of the Agreement.

## 7 NO LIABILITY OR AUTHORITY

- 7.1 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 authorized by the latter in writing.
- 7.2 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.

## 8. INDEMNITY

8.1 Each party will indemnify the other party and hold harmless from and against any direct and actual losses, reasonable costs including without limitation to the reasonable fees, costs of investigation, expenses, claims, damages, penalties and liabilities arising out of any claims, actions or proceedings (collectively, "Losses") which may be incurred, made against or suffered by other party, its directors, officers, agents or employees arising directly out of or in connection with or as a consequence of (i) the non-performance of the obligations of the other party as detailed herein, (ii) any material breach of any representations, warranties, covenants, NSE Academy's intellectual property rights, or undertakings, express or implied, of the other party in this Agreement.

8.2 Except in cases of gross negligence, willful misconduct, default and/or fraud the total liability of NSE Academy under this Agreement, in all cases shall be limited to the amount of Program Fees received by NSE Academy under this Agreement on an annual basis.





## 9. REPRESENTATIONS AND WARRANTIES

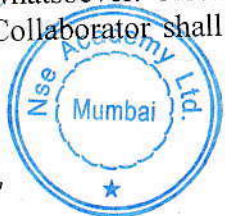
- 9.1 Each Party represents and warrants to the other that:
- 9.1.1 It has the full power and absolute authority to enter into, execute and deliver this Agreement and to perform its obligations and the transactions contemplated hereby and, it is duly incorporated and validly registered under the laws of the jurisdiction of its incorporation or organisation.
- 9.1.2 The execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorised by all necessary corporate or other internal action of such Party.
- 9.1.3 The execution, delivery and performance of this Agreement does not constitute a breach of any agreement, arrangement or understanding, oral or written, entered into by it with any third party;
- 9.1.4 The execution, delivery and performance by it of this Agreement does not violate any statute, law, regulation, rule, order, decree, injunction or other restriction of any governmental entity, court or tribunal to which it is subject;
- 9.2 Each Party warrants to the other that the representations and warranties in Clause 9 hereof are true and accurate in all respects and do not contain any untrue statement of any fact or omit to state any necessary or material fact.
- 9.3 Notwithstanding anything to the contrary contained in this Agreement, each Party hereby acknowledges and confirms that the performance by the other Party of its obligations under and in accordance with this Agreement is interlinked with the due performance of its own duties, obligations and responsibilities under and in accordance with this Agreement.

## 10. ASSIGNMENT

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

## 11. TERM AND TERMINATION

- 11.1 This Agreement shall remain in force for an initial period of three years from the date of signing unless its validity is renewed in writing for a further period mutually agreed by the Parties.
- 11.2 This Agreement may be terminated (i) by mutual consent of the Parties; or (ii) immediately 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; (iii) immediately if it ceases to be a university.
- 11.3 This Agreement may be terminated at any time by either party with one month written notice to the other without assigning any reason whatsoever. Notwithstanding, the termination of this Agreement the Collaborator shall complete the running academic session according to



this Agreement and the certificate of completion shall be awarded to the students accordingly.

11.4 Notwithstanding any termination or expiration of this Agreement, the rights and obligations under clauses 'Confidentiality', 'Intellectual Property Rights', 'Indemnity' and 'Representations and Warranties' shall survive and continue and shall bind the parties and their legal representatives, successors and assigns.

11.5 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 fulfill their obligations under this Agreement which had arisen prior to such termination.

**12. GOVERNING LAW**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

**13. NO PARTNERSHIP OR AGENCY**

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.

**14. DISPUTE RESOLUTION**

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 shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai.

The courts of Mumbai, India shall have the sole and exclusive jurisdiction on any/all disputes arising from or in relation to this Agreement.

The provisions of this clause shall survive the termination of this Agreement.

**15. CONSTRUCTION**

The entire understanding between parties with respect to the subject matter herein is contained in this Agreement and any other representation made prior to or during the operation of this Agreement is expressly excluded.





**16. HEADINGS**

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

**17. ALTERATION**

Any alteration, modification or addition to this Agreement or waiver of any of the terms hereof shall be valid if made by mutual consent of both the Parties in writing and duly signed.

**18. 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.

**19. WAIVER**

Either Party may (i) extend the time for performance of any of the duties, obligations or responsibilities of the other Party (ii) waive any duties, obligations or responsibilities of the other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing duly signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of a Party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

**20. SEVERABILITY**

If any provision of this Agreement shall be found by any court or government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or un-enforceability shall remain in full force and effect.

**21. NOTICE**

- 21.1 All notices, approvals, instructions, demand and other communication given or made under this Agreement shall be in writing and may be given by electronic mail, facsimile, by personal delivery or by sending the same by pre-paid registered mail addressed to the relevant Party at its postal address, email address or fax number set out below (or such other address or fax number as the addressee has by 5 (five) Business Days' prior written notice specified to the other Parties).



*Handwritten signature*



21.2 Addresses for service of notice or communication:

**If to NSE Academy Limited:**

To the attention of: **Mr. Abhilash Misra**  
Designation: Chief Executive Officer  
Email: [abhilashm@nse.co.in](mailto:abhilashm@nse.co.in)  
Address: Exchange Plaza, Bandra-Kurla Complex, Bandra (East), Mumbai 400051

**If to Jagannath International Management School:**

To the attention of: **Dr. Ashok Sharma**  
Designation: Director  
E-mail: [director.kj@jagannath.org](mailto:director.kj@jagannath.org)  
Address: MOR Pocket 105, Kalkaji, New Delhi-110019

21.3 Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (1) if given or made by registered mail, 10 (ten) Business Days after posting; (2) if given by personal delivery at the time of delivery; (3) if given or made by facsimile, upon receipt of a transmission report confirming dispatch; and (4) if given by electronic mail, upon receipt of a confirmation of delivery.

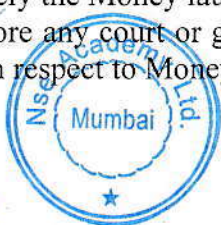
21.4 Any notice required to be made or given hereunder may be signed by an officer, manager or authorized representative of the Party giving or making the same. No recipient shall be required or obliged to inquire as to the authority of the officer, manager or authorized representative so signing.

**22. PUBLIC ANNOUNCEMENT**

The Parties hereto shall consult with each other before issuing and shall provide the other with a reasonable opportunity to review and comment upon, any press release or other public statements with respect to the transaction contemplated by this Agreement or any part thereof, and shall not issue any such press release or make any such public statements prior to such consultation except as may be required by applicable law or judicial process or for correspondence with Regulatory authorities.

**23 ANTI-MONEY LAUNDERING**

Each Party hereby warrants, represents and undertakes that while the AGREEMENT remains in force; it will comply with all applicable laws and other governmental or regulatory requirements and guidance, which may, from time to time, include 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 Party (collectively the Money laundering Laws) and no suit or proceeding is pending by or before any court or governmental agency or authority etc. involving the Party with respect to Money Laundering Laws.



## 24 ANTI-BRIBERY AND CORRUPTION

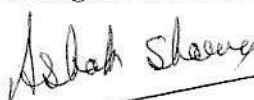
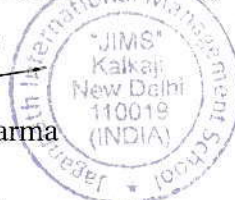
Each Party hereby confirms that it is aware of and understands its obligations under anti-bribery and corruption laws and confirms that it will at all times ensure that its directors, officers, agents employees or other persons acting on its behalf in relation to the activities undertaken of the purpose of the Agreement 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 Party to be in violation of applicable anti-bribery and corruption laws.

## 25 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, pandemic, epidemic, cyclone, floods, war, revolution, blockage or embargo, any 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.

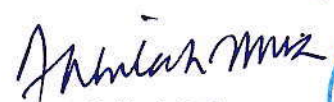

IN WITNESS WHEREOF both the Parties through their duly authorized representatives signed this Agreement on the day, month and year first hereinabove mentioned.

**For Jagannath International Management School:**

  
**Name:** Dr. Ashok Sharma  


**Designation:** Director  
Officer

**For NSE Academy Ltd.**



  
**Name:** Mr. Abhilash Misra  


**Designation:** Chief Executive

**Witness:**

-   
1. Dr. Sandeepa Kaur
-   
2. Rachna Kallur

**Witness:**

-   
1. Abhishek Dave
-   
2. Ronal Thakur



## Annexure 1

### 1. SOW for NCFM Examination

Name of the program (Program 1) : NCFM Examination

:

Academic cycle : Every academic calendar year

**Suggested NCFM modules are mentioned in Annexure 4, Jagannath International Management School can only select NCFM modules Priced Rs. 1,700/- Plus GST**

Pedagogy : Self-learning Mode

Eligibility for : NCFM examinations for students of  
BBA/B.Com/PGDM/MBA

Fees :

The value per candidate per NCFM module is Rs. 1700/- plus applicable GST (Current applicable GST @ 18%).

**The validity of fees shall be as per the policy of NCFM examinations.**

The fees may be subject to revision if NAL increases the NCFM examination fees in general during the tenure of the agreement.

#### Registration & Examinations:

Collaborator shall be responsible for registration, collection of fees from candidate and enrollment of the candidate for the NCFM examinations.

**Collaborator will transfer the entire Program Fees along with applicable taxes, collected from candidates to NAL.**

An online examination will be conducted by NAL at the examination center provided by the Collaborator which must be mutually convenient for both NAL and Collaborator.

Award :

NCFM Certificate would be awarded to the successful Candidate by NAL



**Programme Co-ordinator**

**From Collaborator** – Dr. Ashok Sharma, director.kj@jagannath.org

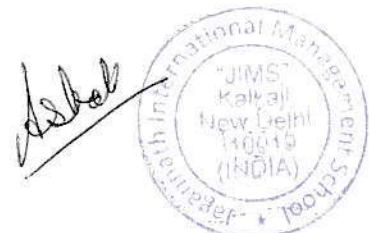
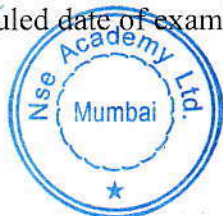
**From NAL** – Abhishek Dave, adave@nse.co.in

**2. RESPONSIBILITIES, OBLIGATIONS AND UNDERTAKINGS OF NSE ACADEMY:**

1. NSE Academy shall take or cause to be taken all necessary steps and actions within its control in a timely manner to enable the collaborator to perform all the services in accordance with this agreement.
2. NSE Academy shall create a corporate login in NCFM online portal for the collaborator to enroll candidates for examination, check account balance and examination result of the candidate.
3. NSE Academy shall provide its online testing platform for conducting the certification examinations.
4. NSE Academy shall do sanity checks of the testing infrastructure 2 working days prior the date of examination. The collaborator shall provide its co-operation for the same.
5. NSE Academy shall issue NCFM certificate(s) or any other certificate with respect to the Programs under this Agreement in the form and format as decided by NSE Academy to the Candidates upon successful completion of the Program by respective Candidate.

**3. RIGHTS AND OBLIGATIONS OF COLLABORATOR:**

1. Collaborator shall consult NSE Academy and take NSE Academy's approval before undertaking any kind of marketing with regard to the course. Specifically in instances where NSE Academy's name, logo etc. are being used.
2. Collaborator shall be responsible for the registration, collection of fees from the candidates and enrolment of the candidates for the examination through the online portal provided by NSE Academy.
3. The collaborator shall be responsible for collection of fees along with applicable taxes from candidates and forward the same to NSE Academy. The fees along with applicable taxes may be forwarded either through Demand Draft or Online mode minimum 10 working days prior to the scheduled NCFM examination date.
4. Collaborator shall share all details of the candidates enrolled for NCFM examinations along with name, NCFM Registration Number, email ID and contact details at the time of forwarding the fees to NSE Academy.
5. The collaborator should finalize the date, time and venue of the respective NCFM examinations and inform NSE Academy 10 working days prior to the scheduled date of examination.



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6. The validity of the fees is 90 days from the date of receipt of payment, as per the NCFM examination policy.
7. The collaborator shall co-ordinate with the candidates and provide necessary assistance and guidance to solve the candidate's queries before and after the examination.
8. The collaborator will be solely responsible of the test invigilation and supervision, as per the Code of Conduct of NCFM examinations provided as Annexure 2 and Annexure 3.

## **Annexure 2**

### **CODE AND CONDUCT OF INVIGILATOR**

#### **1. Contact Details**

##### **I. NCFM Websites:**

Candidate Registration and Enrolments:

<https://www.ncfm-india.com/ORE/OREloginPage.jsp>

Website: <https://www.nseindia.com/>

#### **2. General Duties of an Invigilator**

The Invigilator deployed for conducting NCFM Certification Examinations should perform the following duties on a regular basis:

- A. Record attendance of candidate through signature on the Examination Attendance sheet/ test schedule.
- B. Verification of Candidates based on original Identity Proof/s.
- C. Read out Instructions to Candidates before commencement of examination as per Annexure 1
- D. Provide rough sheet/s to candidates (on request) before the start of examination.
- E. Supervise examination by ensuring that there is no talking or disruption to the candidates once the examination has started and to ensure candidates obey Instructions and NCFM Policies as per Annexure 1 & Annexure 2.
- F. Collect Admit Cards & rough sheet/s back from Candidates at the end of examination.
- G. Ensure to prevent leakage of NCFM Question Bank in any manner by candidates.
- H. Provide attested scorecards to Candidates after end of examination
- I. Require candidates to provide feedback (optional) on completion of examination.



*Amir M*

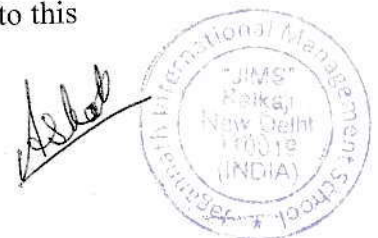


### 3. Role and Responsibilities of an Invigilator

The role of an invigilator is to ensure that examinations are conducted in accordance with NCFM's Code of Conduct for Invigilators. Responsibilities of the Invigilator are summarized as follows:

#### 3.1 Pre Examination Preparations.

- A. System Checks: The Invigilator/Test Administrator shall ensure the following:
- I. Invigilator/ shall allow candidates to login/appear for examination only from designated login accounts of designated workstations only.
  - II. The invigilator should ensure that access to the rest of the search engines such as Google, Yahoo, etc. are blocked on the workstations used by candidates for NCFM Certification Examinations.
  - III. Invigilator/s, shall make sure that only Windows XP/Vista/7 Operating System and Internet Explorer version 9 or above are installed on the workstations which are to be used for NCFM Certification Examination.
  - IV. The invigilator/Test administrators should ensure that access to external disk drives such as USB, CD, DVD, etc. is disabled and not provided to candidates before or during the examination.
  - V. Anti-virus software on all the Testing Centre Workstations shall be updated.
- B. Browser Checks: The Invigilator/s, shall ensure that following browser settings are updated to Test Centre workstations.
- i. Homepage of the Internet Explorer version 9 or above is set to <https://www.enit.co.in/ncfm2/loginPage.jsp>
  - ii. Invigilator/Test Administrator shall ensure that auto-completion of web address, forms and username and passwords is disabled. This can be achieved by clicking: Tools-> Internet Options-> Content->Auto Complete Settings->uncheck all options.
  - iii. Script debugging is disabled. This can be achieved by clicking Tools->Internet Options->Advanced>Disable Script Debugging (Internet Explorer).
  - iv. Notification about script errors is disabled. This can be achieved by clicking Tools->Internet Options ->Advanced->Uncheck Display a notification about every script error.
  - v. Emptying of Temporary Internet Files after closing browser is enabled. This can be achieved by clicking Tools->Internet Options->Advanced-> Check Empty internet temporary file folder when browser is closed.
  - vi. Compatibility Mode in Internet Explorer 8 and above is turned on by default. This can be achieved by clicking Internet Explorer -> Tools -> Compatibility View Settings -> Display All Websites in Compatibility View.
  - vii. Programmatic Clipboard Access for Internet Explorer 8 and above is allowed by default. This can be achieved by clicking Internet Explorer -> Tools -> Options ->Security -> Custom Level -> Security Settings -> Scripting -> Allow Programmatic Clipboard Access -> Enable.
  - viii. Remote Desktop Connection is disabled ("START" button>computer>properties>Remote Settings>Remote>uncheck "Allow Remote Assistance connection to this computer under "Remote Assistance>Remote Desktop>don't allow connection to this computer>Apply>OK)





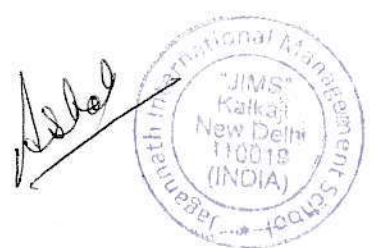
- ix. All internet websites except <https://www.enit.co.in/ncfm2/loginPage.jsp> in shall be disabled on the Testing Centre Workstations.
- x. The invigilator shall mandatorily assign workstations to the candidates while allowing them to enter in to the test area.
- C. The Invigilator/s shall open NCFM Certification homepage with candidate login credentials on allocated workstation/s.
- D. Candidate/s appearing NCFM Examinations shall be compulsorily required to carry following documents at the Test time
  - I. Printout of Admit Card
  - II. Any one of the following :- (Only in Original)
    - a) College ID (only of current academic year)
    - b) Employee ID card (bearing a photograph)
    - c) Driver's Licence
    - b) Passport
    - c) PAN Card
    - d) Voter ID Card
    - e) Aadhar Card/ e-aadhar card

### 3.2 During the Conduct of Examination

- E. The Invigilator/s shall ensure that the examination starts punctually and that candidates have been informed of the end time as appropriate.
- F. The Invigilator/s shall ensure that the Candidate/s is not carrying/using any personal belongings including but not limited to mobile phone/s, book/s, electronic device/s, camera/s, eatable/s etc. inside the test area. The Invigilator/s shall supervise the examination by patrolling the Test Area and ensure calm and quite environment in the Test Centre/Area.
- G. The Invigilator shall take the following action in case of Misconduct/Malpractice by Candidate/s during conduct of examination:
  - Terminate the examination of such candidate/s immediately and/or issue a prohibitive warning to such candidate as applicable and specified in NCFM Policy vide Annexure 2 on Unfair Means, Cheating, Forgery & Impersonation for candidates during the conduct of examination.

### 4. Conduct as Invigilators

- A. The sanctity of the examination depends greatly on the conduct of an invigilator. Any laxity on the part of an invigilator including but not limited to colluding with candidate/s in adopting unfair means etc., poor judgment in maintaining the stated decorum inside the Test /Area etc. is likely to result in undesirable consequences affecting the reputation and /or loss of business for NCFM and shall be considered a serious offence.
- B. A checklist has been included in this Code of Conduct for Invigilation as a quick 'Checklist guide to invigilation' (Annexure 3)



## 5. Good Practice

### DOs

- Reach the location of Test Centre at least 15 minutes before the designated slot start time of the examination
- Be clear and audible while making announcements to the candidate/s
- Make sure that all System/Browser checks are in place and in case of any discrepancy contact the System Administrator and or NCFM immediately.
- Ensure that candidate/s sit in their allocated seat only.
- Ensure that candidates are under constant scrutiny and be alert for candidates wanting any assistance.
- Ensure that no-one other than candidate/s and organization's invigilation staff involved in the administration of the examination enters examination area.
- Be aware that any item (pen-drive, pencil case, handkerchief, etc.) may be used for dishonest purposes
- Be aware that candidates find it disturbing if you stand close enough to be able to read their work and/or stand behind them for long periods
- Keep conversation with candidates and your fellow invigilators to a minimum and only related to the examination in question

### DONTs

- Arrive at the Test Centre at the last minute and/or conduct a superficial check or verification
- Give or try to give, directly or indirectly, assistance to any candidate/s in an Examination.
- Do anything which may disturb candidate/s or in any way disrupt the smooth conduct of an Examination
- Leave the examination hall unattended at any point of time during the conduct of Examination
- Allow to take unauthorized materials inside examination hall
- Talk to the candidate/s in unparliamentarily/rude language or tone
- Admit the candidate/s into the examination hall later than 30 minutes after the designated slot start time of examination
- Eat, read a book/newspaper; or do any unrelated work; use a mobile phone unless it is absolutely necessary and exam related
- Offer any advice on the interpretation of the questions
- Say anything to any candidate that might be regarded as directly assisting them to answer any examination question
- Allow any candidate to disrupt smooth running of the examination or to communicate in any way with each other, if required you may instruct the candidate to leave the examination room immediately.





## 6. Invigilating Candidates for NCFM Certification Examination

### 6.1. Confirming Identity of Candidates

- A. The Invigilator/s shall verify following credentials of candidates on attendance sheet against photo identity proof and admit card submitted by candidates.
- Name of the candidate
  - Photograph of candidate on the attendance sheet against (i) person appearing at Test Centre for attending Examination and (ii) Photograph on the identity proof submitted by candidate.
  - NCFM Registration Number
  - Examination Details like Examination Module, Date of Examination, and Time Slot.
- B. The invigilator shall not perform verification of candidates based on photocopy of identity proofs produced by candidates.
- C. Please respect the dignity of the candidate whose photograph you are checking and be mindful of the need to be discreet.
- D. If a candidate cannot verify his/her proof of identity you shall summarily reject the candidate/s from appearing in the examination.
- E. If you suspect that the impersonation of a candidate has taken place then the examination of such candidate shall be immediately terminated. The incident should be reported to NSE Academy at the email ID provided for communication before leaving the Test Centre for the day.

### 6.2. Admit candidates inside Test Area.

- A. Once a candidate's proof of identity is verified you may proceed to admit the candidate/s to the examination room
- B. The invigilator should ensure that candidate/s do not carry any material other than those necessary during examination such as Admit card, Photo Identity Proof, calculators and pens/ pencils inside Test centre/Area
- C. Candidates are not allowed to carry following items inside the Test Centre/Area
- Coats/jackets, caps
  - Prohibited electronic devices such as mobile phones, Laptops, Storage devices (USB drives/portable Hard disks) etc.
  - Wallets and or Purses etc.
- Invigilator shall ask candidates to leave them in a designated safe area/Locker outside the examination room before entering the Test Area.
- D. At the point of admission (at the entrance to the examination room) remind candidates, that when they enter the examination room they are under examination conditions and CCTV Surveillance.
- E. Remember that you are responsible for ensuring that, as close as possible, the examination begins at the designated slot start time. NEVER start an examination earlier than the scheduled start time.

### 6.3. Distribution of rough sheet/s

- A. Rough sheet/s may be distributed to candidates on request by the invigilators before the start of the examination.



- B. Request all candidates to write their names and enrolment numbers on the rough sheets provided to them.
- C. Candidate/s shall not be allowed to exchange his/her rough sheet with any other candidate/s and that such case/s shall be deemed as cheating.
- D. Make sure that the candidate/s do not copy down the question/s of the examination into the rough sheet/s provided to them
- E. All rough sheets provided to candidates should be collected by invigilator before candidate leaves examination hall.

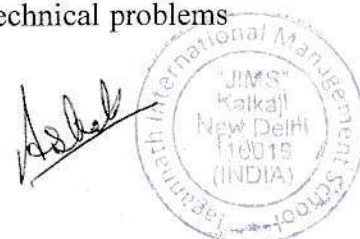
#### 6.4. Announcements to be made at the start of each examination

- A. Instructions related to the examination are displayed to all Candidates before the start of examination on the workstation screen. Candidates are expected to read them before start of the examination familiarise themselves with information and instructions.
- B. A concise version of the examination announcements still be read out by the examination invigilator at the start of each examination (Annexure 1)

#### 6.5. Start the examination

- A. After all the candidates have settled down and announcements have been made you may formally start the examination at designated slot start time by instructing candidates to click on start examination. At this stage the examination shall formally start.
- B. Collect all examination materials (if you find any) from empty desks immediately after the examination has started.
- C. Never start an examination earlier than the start time than the designated examination time slot.
- D. In the unlikely event of a major IT systems failure at the Test centre on the day of the examination, examination may have to be postponed. The Invigilator after getting confirmation from NCFM may inform candidates about postponement of examination.
- E. In such case/s NCFM will arrange to reschedule examination at the earliest opportunity and inform all candidates and concerned invigilators of the revised date and time.
- F. Candidates are required to sit only on the designated seat allocated to him within the Test Area. They will need to display their Admit Card on the desk at all times ready for checking during the examination.
- G. The invigilator along with IT Support Co-ordinator and/or system administrator should be on hand at the start of the on-line examination to assist with any emerging technical problems and/or candidates who may have problems logging-in.
- H. If technical problems persist it may be necessary to move a candidate to another PC desk. There will be a few spare unallocated computers located in the Test Area to mitigate the potential risk that not all PCs will be working on the day of the examination. Arrange to move the candidate(s) facing technical problems to one of the spare computers instead.

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## 7. During the examination

### 7.1. Filling in the Examination Attendance Sheet

- A. Invigilator shall ensure that all Candidate/s appearing for the examination possess valid ID proof verified against the candidate details.

### 7.2. Candidate queries

- A. If a candidate/s requests for an extra rough sheet for doing rough work, make sure to keep the previous rough sheet in your custody before handing out a new rough sheet
- B. Do NOT assist candidates with any queries related to examination question.
- C. In an unlikely event that a candidate/s mentions particular question or two which he/she thinks contain errors. He/she should leave the question un-attempted and mention the correct answer according to him, in the back-up sheet. The back-up sheet should be forwarded for verification to NSE Academy at the email ID provided for communication.

### 7.3. Usage of calculators

- A. Candidates are permitted to use calculators during NCFM examination
- B. Calculators should be silent while operated, and may be simple, scientific or financial (depending upon NCFM module)
- C. Calculators which do not fall within these specifications should be confiscated until the end of the examination. The use of non-approved calculators is a suspected breach of regulations.
- D. If calculators are being used by the candidates please ensure that all detachable lids are removed from the calculator itself and placed on the examination room floor visible to the invigilator.
- E. Candidates may be permitted to use the calculator available in his/her computer.
- F. Alternatively candidate may also use Open Office for computation purpose only.

### 7.4. Malpractice

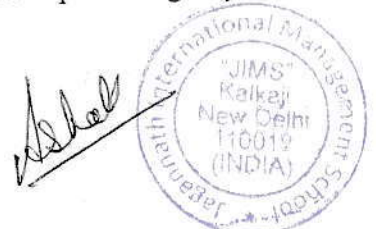
#### 7.4.1. If you suspect that malpractice has occurred, first:

- A. observe carefully and discreetly the candidate(s) concerned
- B. warn the candidate involved in the malpractice that his/her examination shall be terminated and he/she shall be expelled from examination hall

#### 7.4.2. If you are convinced that malpractice has occurred, then:

- A. Immediately terminate the examination of such candidate by clicking on End examination and expel him/her from examination hall without providing any mark sheet/scorecard

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- B. confiscate any unauthorized material and the existing prohibited instruments that the candidate is caught carrying
- C. inform NSE Academy at the email ID provided for communication.

#### 7.5. Fire Alarm

- A. Note down the exact time of incident.
- B. Accompany candidates out of the building, using the emergency exits
- C. If circumstances permit, take the Examination Attendance sheet and check that all candidates who were present during examination have left the premises.
- D. Maintain silence as far as possible, and instruct candidates not to discuss the content of the examination
- E. If it is declared safe to do so, instruct the candidates to return to Test Area. Re-check the candidates with Attendance sheet, and allow appropriate extra time for the examination

#### 7.6. Mobile phones

- A. Candidates should be informed that they must ensure that their mobile phone is kept in switched off mode in the designated safe area outside the Test Centre/Area.
- B. If whilst the examination is in progress candidate/s are caught in possession of a mobile phone they will be summarily rejected from re-entering the examination room and their examination including the outcome shall be terminated.

#### 8. At the end of examination

- A. When a candidate has answered all the questions and s/he is satisfied that they have completed the examination they may end the examination by clicking on Submit Paper. Candidate may click on 'Submit answer paper' to confirm submission of examination.
- B. Once the examination is over scorecard displaying result of the examination will appear on the screen.
- C. In the unlikely event that a candidate experiences technical problems whilst submitting his/her examination invigilator may arrange to call support team of NAL as per the escalation Matrix given below.
- D. The candidates may be requested to submit online feedback form before they logged out of their candidate portal after completing NCFM examination.
- E. Please ensure that all candidate/s have been logged out of their candidate portal before they leave the examination room.
- F. when you are satisfied that you have collected all the appropriate examination material including hall ticket and rough sheets etc. from the candidate/s who has satisfactorily submitted his/her examination, you may allow the candidate/ s to leave examination room.

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## 9. Annexures

### Annexure 1- Instructions to Candidates

(Read aloud before commencement of examination)

1. Candidates are advised to keep all Personal belongings such as Mobile Phones, gadgets etc. in a switched off mode in the locker room.
2. After logging in, the instructions shall be displayed on the screen. Candidate shall read the instructions carefully and click on start examination to appear for examination.
3. Candidate shall submit all papers including rough sheets and admit card with the invigilator before leaving the Test Centre.
4. Results will be declared by the system itself once the student clicks the 'Submit' button after the Examination is completed. In case the examination duration is elapsed the system will treat the answer sheet as submitted and auto-display the result on the screen.
5. For any query, you should raise your hand & the invigilator shall come to your allotted seat.
6. You are not allowed to talk to any candidate/s or move out of your allotted seat unless granted permission by the invigilator.
7. Please keep your admit card on desk and in clear view at all times.
8. Open Office Spreadsheet / Excel will be provided as per Ready Reckoner of NCFM modules.

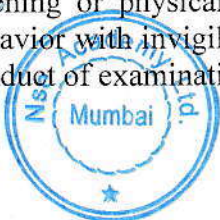
### Annexure 2 –

#### "Policy on Unfair Means, Cheating, Forgery, Impersonation, etc."

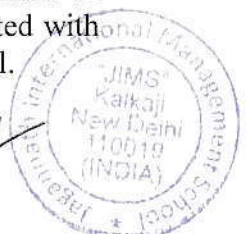
The following act/s shall be deemed as use of Unfair Means:

1. Gaining access to test questions before the examination or aiding someone else to do so.
2. Communicating with and / or disturbing other candidates or consulting other persons inside/outside the examination room during the examination.
3. Using an unauthorized calculator or other mechanical/electronic aid, which is not permitted.
4. Having access to or being in possession of books, consulting notes, typed sheets or any other material connected or not connected with the examination.
5. Carrying and/or using the electronic/photographic/communication devices/equipment's that are prohibited during the examinations including but not limited to mobile phones, laptops, tablet PCs, cameras, headphones, pen- drives, Bluetooth devices etc.
6. moving out of your allotted seat at the test center, for any reason whatsoever, without the consent of the invigilator.
7. Threatening or physically or verbally abusing or indulging in any kind of misbehavior with invigilator / fellow candidates or any person connected with the conduct of examination either inside or outside the examination hall.

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8. Using abusive or obscene language/signs/symbols through any means within the premises of the Test Centre.
9. Copying, disclosing, publishing, reproducing, transmitting, storing, or facilitating transmission, theft and storage of the contents of the Question bank/corresponding answers of NCFM Certification Examination or any information therein in whole or part thereof in any form or by any means, verbal or written (e.g.: smuggling rough sheet out of examination hall), electronically or mechanically for any purpose. Such activities shall be deemed as question bank theft.
10. Unprofessional/unruly behavior towards the invigilator/test administrator and/or pestering the invigilator for issues including but not limited to extra time allotment, allowing to sit for exam in absence of necessary id proofs/documents etc. even if the invigilator has withheld the request at first instance.
11. Carrying/consuming food, tobacco products and/or alcoholic/non-alcoholic beverages etc. excluding drinking water or entering the Test Centre in an inebriated/intoxicated state inside the examination hall.
12. Using or being in possession of any kind of weapons/scissor/knife etc. inside the examination hall.

The following act/s shall be deemed as Cheating, Impersonation and forgery:

1. Receiving or giving assistance to the fellow candidate/s directly or indirectly or involved in copying in any form including but not limited to looking into any other workstation different from the allotted one during the course of the exam etc.
2. Attempting to receive or receiving any assistance from outside in any manner.
3. Indulging in group copying/making sounds/unsolicited gestures to hint at answers etc. during the course of the examination.
4. Arranging to have another person take an examination for the candidate or appearing for examination for another candidate.
5. Allowing/Making somebody else to write/submit answers on behalf of the candidate during examination.
6. Helping or receiving help from other candidate/s for impersonation.
7. Partially or completely signing Attendance sheet on somebody else's behalf or having somebody else sign the attendance sheet on his/her behalf.
8. Moving out onto another candidate's workstation without the consent/permission of the invigilator/Test administrator during the course of examination.
9. Any document/information or part thereof related to NCFM Certification Examinations including but not limited to identity proof of candidate/s, Admit Card/Hall Ticket, score card etc. is altered using any of the methods of forgery including but not limited to handwriting, printing, engraving, typewriting etc. and/or such document/information is produced with the intent to defraud.
10. Any document/information or part thereof pertaining to NCFM Certification Examinations including but not limited to identity proof of candidate/s, Admit Card/Hall Ticket, score card etc. NCFMs materially different from the records available with NSE Academy Ltd.

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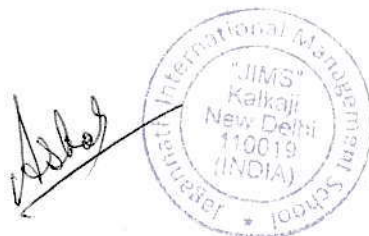
11. Any document/information or part thereof provided by the Candidate in relation to NCFM Certification Examinations is found to be false or misrepresented by the Candidate/s.
12. Any other act which is similar in nature and may be deemed as an act of forgery by NSE Academy Ltd.

If the same candidate/s is caught guilty of any of above acts, the invigilator shall expel such Candidate/s from the examination hall immediately and examination of such candidate/s. The candidate/s shall be debarred from appearing from any, some or all of NCFM Certification Examinations for a period of 6 months or more. In these circumstances, the claims for refund of fees shall not be entertained by NSE Academy. Ltd.

### **Annexure- 3: Checklist Guide to Invigilation**

The following activities are included in this Guide to Invigilation as a checklist to support staff acting as examination invigilators to enable them to fulfil the role consistently and effectively. :

1. Be present at Test Centre on the day of examination at least 30 minutes prior to the designated slot start time of the examination.
2. Check that all the PCs as required for examination are switched on.
3. Thoroughly verify each candidate/s proof of identity. In case/s of any discrepancy summarily reject the candidate from entering the examination room to appear for examination.
4. Admit candidates and remind them that they are under examination conditions until they leave at the end of the exam
5. Read out candidates instructions (Annexure-1)
6. Start the examination promptly at the designated slot start time i.e. when you tell candidates to click on start examination (never start an exam early).
7. DO NOT allow any candidate into the examination room after 30 minutes from the designated slot start time.
8. Do a headcount of all candidates in venue (should be same total as those present on test schedule/attendance sheet)
9. Invigilate the examination by walking quietly and inconspicuously around the room, pausing to observe the candidates from different aspects of the room (e.g. front, back,) do not stay in any one spot for too long or stand too close to candidates to be able to read their work.
10. DO NOT talk or whisper to other invigilators/candidates in the room unless exam related queries
11. Look out for candidates needing assistance
12. DO NOT help candidates with the question paper (i.e. do not clarify/explain text) or provide examination materials to candidates
13. Any errors on the question paper should be reported to NCFM HO with the backup sheet.
14. Collect all appropriate exam materials (admit cards, rough sheets etc.) at the end of examination before allowing a candidate to leave examination area.



**Annexure-4:**

Based on the requirement of Jagannath International Management School students shall undergo for the below mentioned modules across the duration of their course. The examination of the said modules will be conducted at Jagannath International Management School , Kalka Ji, New Delhi.

SN	NAME OF THE MODULES
1	Financial Markets: A beginners' Module
2	Commercial Banking In India -A beginners' Module
3	Capital Market Dealers Module
4	Derivative Market Dealers Module
5	Options Trading Strategies
6	Mutual Funds (Advanced Module)
7	FIMMDA-NSE- Debt Market
8	Fundamental Analysis
9	Technical Analysis
10	Interest rate derivatives - A Beginners' Module
11	Wealth Management
12	Financial Valuation and Modeling
13	Investment Analysis and portfolio Management
14	NSDL Depository Operations Module

**Annexure-5:**

Escalation Matrix for NCFM test center / examinations related queries

**NCFM Help Desk**

Level -1	011-49393015
Level -2	Kunal Tyagi 011-49393032/9911037288
Level -3	Abhishek Dave 011-49393023/9565813387





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (referred as MOU here after) is made and executed on 22<sup>nd</sup> September 2023.

### **BETWEEN**

Jagannath International Management School. MÓR Pocket 105, Kalkaji, New Delhi, Delhi 110019 Herein after referred to as "JIMS", The Party of First Part

### **AND**

Vivekanand Infotech Training Private Limited, 15 A Ring Road Lajpat Nagar New Delhi 110024 Herein after referred to as "Vivekanand Infotech Training Private Limited", The Party of Second Part

WHEREAS "Vivekanand Infotech Training Private Limited " is a training firm that imparts industry-oriented knowledge and skill sets to students and working professional.

AND WHEREAS "JIMS" is a premier management Institute of India with a clear vision and purpose of grooming world class business leaders to meet the challenges of a rapidly changing business environment.

And is taking the services from Vivekanand Infotech Training Private Limited for training students on Introduction to HTML.

With this consideration the JIMS is entering MOU with Vivekanand Infotech Training Private Limited.

**NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:**

- 1 JIMS and Vivekanand Infotech Training Private Limited have entered this MOU for providing course on.
2. Vivekanand Infotech Training Private Limited would conduct the certified programme on **Introduction to HTML.**
- 3 The certificates would be issued by Vivekanand Infotech Training Private Limited. **Trainer would be allocated by Vivekanand Infotech Training Private Limited.**

4. Duration of the course would be 30 Hours.
5. The course will be free of cost.
6. Assessment will be conducted at the end of the course of 30 hours and certificates will be issued to all those attempting the assessment exam and attaining the passing criteria set by the trainer.
7. Each party shall be on their own without imposing any cost on each other.
8. Each party shall indemnify each other from any costs, liabilities or penalties arising out of their actions.
9. Any dispute arising out of this AGREEMENT shall be addressed initially through mutual discussions and later referred to an independent arbitrator appointed by Vivekanand Infotech Training Private Limited as per the arbitration act.
10. Jurisdiction for the AGREEMENT shall be that of the courts of New Delhi, India exclusively.
11. This is the whole agreement between JIMS and Vivekanand Infotech Training Private Limited and there is no other agreement between the two.
12. Any changes in the agreement, terms of operations, student financial, Academy financials, or any changes, additions, omissions which may affect the financials or operations of this business will have to be agreed and signed by the below signing authorities.

IN WITNESS WHEREOF the parties herein have executed these presents on the day, month and year mentioned at the outset.

Place of execution: New Delhi

On the date- 22<sup>nd</sup> September 2023

SIGNED AND DELIVERED

By the within named

For JIMS KALKAJI-

Signatory Authority



1. Name: Dr. Anuj Verma  
Director, JIMS

SIGNED AND DELIVERED

By the within named

For Vivekanand Infotech Training Private Limited  
Vivekanand Infotech Training Pvt. Ltd.

Ms. Arushi Bakshi  
Director

2. Name: Ms. Arushi Bakshi  
Director, Vivekanand Infotech Training Private Limited



## Memorandum of Understanding

This Memorandum of Understanding (referred as MOU here after) is made and executed on 21<sup>st</sup> August 2023 in JIMS Kalkaji.

### BETWEEN

Jagannath International Management School, MOR Pocket 105, Kalkaji, New Delhi, Delhi 110019

Herein after referred to as "JIMS", The Party of First Part

### AND

AMVI Consultancy and Training Services, Building No. UG-34 Somdatt Chamber 2 Bhikaji Cama Place  
New Delhi - 110066

Herein after referred to as "AMVI Consultancy and Training Services", The Party of Second Part

WHEREAS "AMVI Consultancy and Training Services" is a consultancy firm that imparts industry-oriented knowledge and skill sets to students and working professional.

AND WHEREAS "JIMS" is a premier management Institute of India with a clear vision and purpose of grooming world class business leaders to meet the challenges of a rapidly changing business environment.

And is taking the services from AMVI Consultancy and Training Services for training students on **Soft Skills Development**.

With this consideration the JIMS is entering MOU with AMVI Consultancy and Training Services.

**NOW THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

- 1 JIMS and AMVI Consultancy and Training Services have entered this MOU for providing course on Soft Skills Development.
2. AMVI Consultancy and Training Services would conduct the certified programme on Soft Skills Development at JIMS campus.
- 3 The certificates would be issued by AMVI Consultancy and Training Services. Trainer would be allocated by AMVI Consultancy and Training Services.

4. Duration of the course would be 30 Hours.
5. The course will be free of cost.
6. Assessment will be conducted at the end of the course of 30 hours and certificates will be issued to all those attempting the assessment exam and attaining the passing criteria set by the trainer.
7. Each party shall be on their own without imposing any cost on each other.
8. Each party shall indemnify each other from any costs, liabilities or penalties arising out of their actions.
9. Any dispute arising out of this AGREEMENT shall be addressed initially through mutual discussions and later referred to an independent arbitrator appointed by AMVI Consultancy and Training Services as per the arbitration act.
10. Jurisdiction for the AGREEMENT shall be that of the courts of New Delhi, India exclusively.
11. This is the whole agreement between JIMS and AMVI Consultancy and Training Services and there is no other agreement between the two.
12. Any changes in the agreement, terms of operations, student financial, Academy financials, or any changes, additions, omissions which may affect the financials or operations of this business will have to be agreed and signed by the below signing authorities.

IN WITNESS WHEREOF the parties herein have executed these presents on the day, month and year mentioned at the outset.

Place of execution: New Delhi

On the date 21<sup>st</sup> August 2023

SIGNED AND DELIVERED

By the within named

For JIMS KALKAJI-

Signatory Authority:



1. Name: Dr. Anuj Verma

Director, JIMS

SIGNED AND DELIVERED

By the within named

For AMVI CONSULTANCY AND TRAINING SERVICES

AMVI Consultancy and Training Services

Ms. Manvi Gupta  
Director

2. Name: Ms. Manvi Gupta

Director, AMVI Consultancy and Training Services



## Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING, herein after referred to as "MOU" is a mutual understanding made at Mumbai on the 03<sup>rd</sup> day of January 2022 by and between Monster.com India Private Limited, a company incorporated under the Indian Companies Act, 1956, having its registered office at 7-1-79,79/5,6,7 & 7-1-80, 1st Floor, Capital Building, Ameerpet, Hyderabad-500016, Telangana, India (hereinafter referred to as 'Monster', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the FIRST PART;

AND

Jagannath International Management School (A unit of JAGAN NATH GUPTA MEMORIAL EDUCATIONAL SOCIETY) organized under the Indian Laws having its principal place of business MOR Pocket - 105, Kalkaji, New Delhi - 110019 represented by Dr. Ashok Sharma, Director its authorized signatory (hereinafter referred to as 'Institute', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the SECOND PART. (Monster and Institute are hereinafter collectively referred to as "the Parties" and severally as "Party")

WHEREAS Monster is inter alia in the business of e-recruitment solutions and is responsible for the functioning of its websites [www.monsterindia.com](http://www.monsterindia.com) and Monster First Job webpage and Institute is in the business of 'Education Provider' and is desirous of taking service from Monster as described hereunder to facilitate Monster's online recruitment solution for opportunity to registered users ("users") at Monster First Job Program, on the terms agreed and contained herein;

NOW, it is agreed between the parties hereto as follows:

### 1. Responsibilities of Monster

Monster shall provide to Institute post 60% registration of total student strength:

- a) Recruiter attention on the Monster website to students registering on Monster India portal
- b) Invitation to 'Open to all' Virtual Career Fairs (VCF), Webinars, and any other events organized by Monster India
- c) Internship/ Live Projects/ Final placement opportunities from and at Monster India portal
- d) Fresher job alert mailers to registered students throughout the process
- e) Launch, manage and promote the College Ambassador programme
- f) Webinar of 1.5 hours on one topic related to 'Becoming Corporate Job ready' by Indus-



try Experts

- g) Discounted paid career services, assessment tests and external training, if any, as per college requirement will be charged on mutually agreed rates as per the deal under Monster First Job Program
- h) Institute shall provide the details of its authorised representative ("SPOC"/ "TPO") to Monster for the Service operation. Monster will provide the details to SPOC after execution of this Agreement. SPOC shall be responsible for providing the Institute's Candidates / Students information to Monster.
- i) The Service provided for the period mentioned above is currently without any financial consideration to the Institute except for a paid career services and other paid services as per sub para g) above. Any additional services involving financial consideration during the above period shall be undertaken with mutual consent of both parties. The Institute has the sole responsibility to obtain all the consent and acceptance from its students for engaging any of the programs/projects within the ambit of this MOU.

## **a. Monster's Obligation:**

- a) To assist Institute for online recruitment solution of registered users along with any required training session as per Service subscribed. Enhance visibility of the Institute as a brand on Monster platform and marketing communication including online display of Institute's profile to attract companies, as may be feasible; and providing access to its website as stated above and other Monster websites as per between the Parties.
- b) Monster will provide a unique link to Institute for registration of its students on Monster portal. The tracking will happen through this link. Registered students need to complete their profile by regularly updating all relevant details (i.e. Upload Resume, Educational Qualifications, Skills etc.) required during the registration process to enhance visibility on the Monster portal and among recruiters.
- c) Monster will provide communication to Institute for circulation among registered users to create awareness and prevent fraudulent calls/ emails from any third party. Monster does not charge candidates in cash or kind for job placements, attending Virtual Career Fair, Webinars or arranging job interviews. Monster will not be responsible for any monetary transactions done by the students to recruiters to get placement. The Institute is responsible to communicate the provisions of this sub clause to its students to avoid any online fraud to its students.
- d) Provide informative articles and content delivered through platform and to improve chances of user's employability.





e) Monster does not guarantee or offer any warranty for any response from any employer or recruitment consultants to Institute after the Services commenced by Monster under this Agreement. Monster neither guarantees nor offers any warranty about the credentials of the prospective employer/organisation, which would receive the information and subsequently contact the Institute and/or candidates. Monster reserves its right to reject any insertion or information/data provided by the Institute in the Monster First Job webpage without assigning any reason, Breach any provision of this Agreement by the Institute may lead to discontinuance of subscribed service by Monster and /or pursue all other available remedies under applicable laws.

## **2. Institute's Obligation:**

- a. Institute shall provide Monster the name of its authorized representative (SPOC) who shall serve as single point of contact with Monster and ensure submission of Candidates / users' data within the agreed timelines.
- b. Verification of the users' data by SPOC of Institute. Users' data shall include name, education qualification, branch, year and contact details. Inability of Institute to register and verify the users' data shall not entitle the users in availing the services under this Agreement. Institute shall be solely responsible for the submission of any wrong, incomplete or incorrect users' data or profile in the Monster India portal/Monster First Job webpage and the authorized representative of Institute shall be responsible for incorporating the users' data on the Monster website and make changes from time to time in the event of any change in the users data and profile.
- c. The Institute shall be responsible for appropriate use of the Services subscribed under this Agreement
- d. Institute shall be solely responsible for the Monster First Job Program Services appropriated by it under this Agreement to users and / or candidates. Institute further undertakes that the Services subscribed by it under this Agreement is solely for the purpose of its proper appropriation to the users and/or candidates and not for its commercial use / purpose.
- e. By posting user data ("User Content") to any Monster Site, User / Candidate and Institute automatically grant, and represent and warrant that they have the right to grant, to Monster an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such User Content and to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses thereof.
- f. No unauthorised / fraudulent use of user content: Institute shall ensure the usage





of content for lawful purposes and only for the purposes as permitted under the scope of this Agreement. Promotion of any illegal activity or marketing of products and other service purposes or spamming of the content by it except for the facilitation of services under this Agreement are also prohibited. Monster shall have the sole right to decide as to what constitute as a breach of these requirements by Institute.

g. Institute undertakes and warrants that the Mobile No./Email id of the candidates provided/uploaded either by Candidate/Institute/Monster to Monster's website for communicating them for the career/tests related information/communication is verified by Institute candidate before submission and is correct and Institute further warrants that the candidates have consented to use their Mobile No./ Email id provided/uploaded by it to Monster's website for communicating them through SMS by Monster and/or its service providers for the provision of the Services agreed between the Parties. In the event of any complaint at the end of candidates with respect to DND and other issues, Institute shall provide all the relevant details desired by Monster for resolving any such issues.

### **3. TERMS OF AGREEMENT:**

This Agreement is between your Institution or company or organization ("You") and Monster.com India Pvt. Ltd. ("Monster") and governs use of the Monster website or websites in which services are subscribed under this Agreement (each a "Site" and, together, the "Sites"). This agreement shall continue and be effective till the validity period of the product and services subscribed by you. If you breach any provision of this Agreement, Monster may (i) discontinue Your service and/or (ii) pursue all other available remedies to protect it. Any extension of services covered under the scope of the Agreement shall be at the discretion of Monster.

You agree to comply with all the applicable laws, including but not limited to the laws relating to contracts, labour and employment laws, data privacy laws, cyber laws and laws relating to intellectual property.



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Navigation/Search Engines: Notwithstanding anything to the contrary contained herein, You shall not use or attempt to use, and shall cause each party under your control not to use or attempt to use, any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, avatars or intelligent agents) to navigate or search any Site other than the search engine and search agents available on such Site. The contents of the website (including without limitation all job postings and all resumes), and all elements, which are a part of the foregoing, and all intellectual and other proprietary rights therein, are the property of Monster. Neither you nor any of your employees shall do anything, which would in any way damage, injure or impair the validity of Monster's rights in the contents of the web Site. To the extent permitted by law Monster makes no warranties, express or implied, including the warranties of merchantability, fitness for a particular purpose, or non-infringement with respect to its services or any site, or results of use thereof and all warranties and conditions, express or implied are hereby excluded.

You agree to indemnify Monster, its officers, directors, employees and agents, from and against any claims, actions or demands, arising or resulting from Your breach of this Agreement or from Your provision of any material to any Site, including but not limited to claims of breach of third party intellectual property rights. Neither party will be liable to the other party (nor to any person claiming rights derived from the other party's rights) for incidental, indirect, consequential, special, punitive or exemplary damages of any kind - including lost revenues or profits, loss of business or loss of data - arising out of this agreement, regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility thereof. Your use of the Monster First Job program webpage / site is subject to the Terms of Use, and / or Terms and Conditions of the website available from such web Site's homepage as may be amended from time to time.

This Agreement (i) constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements or understandings relating thereto as well as any purchase orders not supplied by Monster that have been or may from time to time be submitted by you, (ii) may be signed in counterparts, (iii) shall be governed by the laws of India (iv) may not be amended, terminated or waived orally, and (v) may not be assigned, in whole or in part, directly or indirectly, by operation law or otherwise, by you and only comes into existence when signed by You and Monster. Monster will be entitled to assign all or any of its rights and obligations hereunder. Any terms of this Agreement that may be invalid shall not affect



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the validity of enforcement of the remaining valid terms of this Agreement. The terms and conditions of this Agreement may not be amended without the affirmative written consent of Monster.com India Pvt. Ltd. This MOU will automatically renew on annual basis unless either party gives a 30 days prior notice for its termination before the annual renewal. Monster reserves the right to terminate this MOU immediately in the event any material breach of the terms of this MOU by the Institute including but not limited to breach / infringement of Monster intellectual property rights or any third Party rights or breach of any provisions of the MOU. Every Dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the Sole Arbitrator nominated by the First Part, the award passed by the Arbitrator shall be final and binding on the parties hereto. The venue of Arbitration shall be Hyderabad. All and any disputes shall be subject to the exclusive jurisdiction of the Courts at Hyderabad, India.

#### **4. TERM AND TERMINATION**

This MOU shall be effective from the date hereof and shall continue to be in full force and effect unless terminated earlier by either party with a One Month notice. Thereafter, this MOU may be renewed for further periods by mutual agreement between both the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives in one or more counterparts, each of which shall constitute an original effective as of the day and year set forth above.

The persons signing this Agreement on behalf of the parties hereto certify that they are duly authorized by their respective entities to sign and execute this Agreement for and on behalf of their entities/organizations by said signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

#### **SIGNED ON BEHALF OF MONSTER:**

Name: Sangeetha Shyam Sundar

Designation: Manager – Special Initiatives

Email: sangeetha.sundar@monsterindia.com

*Sangeetha*





monster®

Phone: +91 9820124916

**SIGNED BY AUTHORISED REPRESENTATIVE OF MEMBER:**

Name: Dr. Ashok Sharma

Designation: Director

Email: director.kj@jagannath.org

Phone: 9810168546



**Witness:**

1. 

(Garapati Shanmukh Sai, Asst. Manager - Marketing, Monster

Address: Flat No 304, Lakshmi Apts, Street No 3, Sanath Nagar, Hyderabad - 500018)



2.

(Anupa Sen, Sr. Manager - Corporate Relations, Jagannath International Management School,  
MOC Pocket - 105, Kalkaji, New Delhi - 110019)