

S LAXMI NARAYANA  
S.V.L.NO. 02/2006  
H.NO.6-3-392,R.L.NO.....  
BEHIND PUNJAGUTTA POLICE STATION  
HYDERABAD  
LICENCE NO. 12/2006

भारत 26617  
150826  
INDIA  
NON-JUDICIAL  
STAMP DUTY

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NSE  
ANDHRA PRADESH

### AGREEMENT

This Agreement is made and executed

BETWEEN

**Madanapalle Institute of Techonology & Science, Madanapalle** (hereinafter referred to as MITS), having its office at Kadiri Road, Angallu, Madanapalle, Chittoor District, Andhra Pradesh 517325 India represented through **Dr. C. Yuvaraj**, Principal who is duly authorized to sign and execute this Agreement on behalf of MITS the party of the **First Part**;

AND

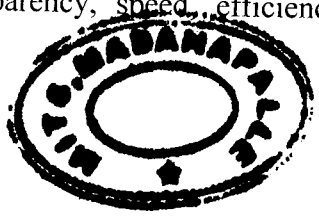
**National Stock Exchange of India Limited** (hereinafter referred to as NSE), a company incorporated under the Companies Act, 1956 and having its registered office at Exchange Plaza, Bandra-Kurla Complex, Bandra (East), Mumbai 400051; represented through **Mrs Sunitha Anand**, who is duly authorized to sign and execute this Agreement on behalf of NSE, 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.

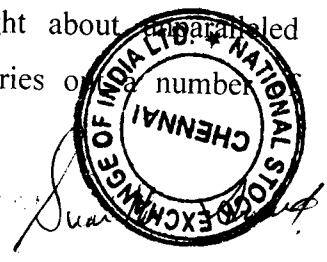
MITS and NSE shall hereinafter be jointly referred to as the **"Parties"**.

**WHEREAS,**

1. MITS is a Degree & PG College affiliated to JNTUA, Anantapuramu.
2. NSE is the largest stock exchange in India and has brought about unparalleled transparency, speed, efficiency, safety and market integrity. NSE carries on the number



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educational initiatives such as certification programs, investor seminars, secondary and senior secondary school level courses, development of educational materials on financial markets etc. NSE promotes financial literacy and skill oriented financial markets courses. NSE has also introduced an online examinations system for testing and certification called *NSE's Certification in Financial Markets* (hereinafter called as **NCFM**). NCFM is an online testing system, a revolutionary concept in administration of examinations and the only one of its kind today in the country. It tests the practical knowledge and skills required to operate in the financial markets in a secure and unbiased manner and awards certificates based on relative merits.

3. The Parties of the First and Second Parts have appreciated each other's objectives in promoting excellence, inter alia, in education in common areas of interest and are desirous of entering into a Agreement for mutual benefit and advantage.

4. MITS and NSE, in joint co-operation, propose to launch NSE Certified Capital Market Professional (hereinafter referred to as "NCCMP") course of 4-6 months duration to provide knowledge and awareness about the securities market and thereby upgrade the skills and proficiency of the young generation.

5. The Parties are also desirous of working together for identifying other areas of co-operation between them.

6. The Parties hereto are desirous of putting the broad terms of the collaboration into an Agreement for the areas identified for co-operation and commit to co-operate to the fullest extent.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

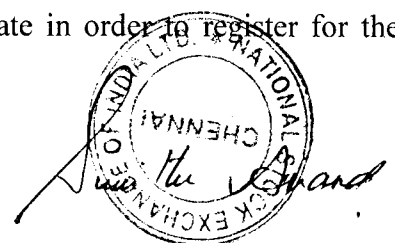
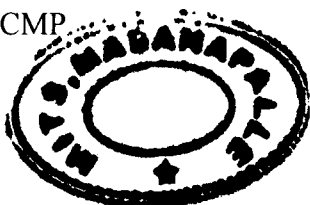
1. Based on the terms and conditions as may be mutually agreed upon between the Parties from time to time, both the Parties agree as follows:

1.1 The following expressions shall have the following meanings:

"Candidate" shall mean any person who has registered himself/herself to appear for or has already appeared for NCCMP Course.

"Course" shall mean the NCCMP conducted in joint collaboration between MITS and NSE leading to a joint certification by MITS and NSE.

"Course Fees" shall mean the fees paid by each Candidate in order to register for the NCCMP



Confidential Information means-

- a) Either Party's proprietary technology and / or software in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention;
- b) All technical, proprietary and confidential information of either Party.
- c) 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;
- d) any information regarding current or proposed Courses, Course outline, study material, Candidates details, faculties details, business methods, financial data or marketing data which are not intended for distribution;
- e) any other written information that is clearly marked or designated as confidential or proprietary by the Party disclosing it.

1.2 The Course titled NSE Certified Capital Market Professional (NCCMP) will be launched as a 4 - 6 months Course relating to Capital Markets in joint collaboration of NSE and MITS.

1.3 NSE shall grant non-exclusive rights to MITS to use the NCCMP and trade name during the term of this Agreement in such manner as may be specified by NSE from time to time.

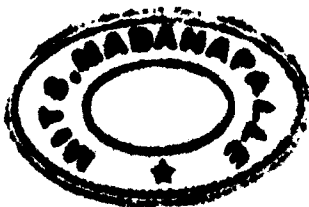
1.4 The eligibility and pre-requisite skills of the Candidates shall be such as mutually agreed between NSE and MITS from time to time. But admission procedure and selection of the Candidates shall be decided by MITS College and NSE will be informed of the procedure.

1.5 The Course will be for a total of 100 hours (80 hours on theory and concept building and 20 hours of practical session).

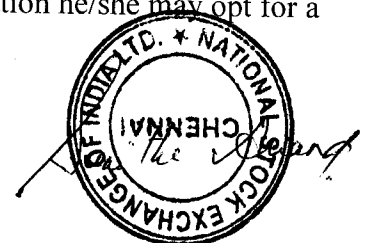
1.6 To be eligible for the NCCMP certificate, the Candidate would be required to show consistent performance and successfully complete the following :

- Mid-term examination scoring at least 50% marks
- End term examination scoring at least 50% marks
- Submission of project work of satisfactory quality

Students who fail to secure qualifying marks will be allowed to appear for one supplementary examination conducted by MITS /NSE within one month of the publication of the result. If the student fails to obtain the qualifying marks in the supplementary examination he/she may opt for a



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participation certificate or may appear for the examination with students of the next batch after paying an examination fee to NSE. The amount of such fee may be decided by the NSE.

1.7 The end term examination will be on-line and conducted by NSE in MITS.

1.8 The outline of the Course is as per enclosure given at Annexure 1 and has been decided after mutual consultation.

1.9 The course fees consist of Base Course Fees which would be Rs. 15,000/- (Rupees Fifteen Thousand) per candidate plus service tax and any other taxes as applicable. Base course fees can be revised in future after mutual consultation between NSE and MITS.

1.10 MITS shall provide faculties for the Course out of its own faculties or from outside, but based on the competencies, expertise and credentials of the faculties as required for the course.

1.11 At the end of the Course a joint MITS – NSE certificate would be awarded to the successful Candidates by the college directly to the candidate after the final results are announced.

## 2. RIGHTS AND OBLIGATIONS OF NSE

2.1 NSE shall grant rights to MITS to use NSE's name and logo only for marketing purposes of the Course.

2.2 For the theoretical part of the Course, NSE shall give study material in such form as agreed mutually between NSE and MITS and grant rights to MITS to make agreed number of copies of the same. The study material may be upgraded by NSE from time to time and MITS would implement the upgraded study material.

2.3 NSE shall be entitled to raise the invoice based on information received by MITS as per clause 3.7 for 35% of the base Course Fees collected from the candidates plus service tax and any other taxes as applicable.

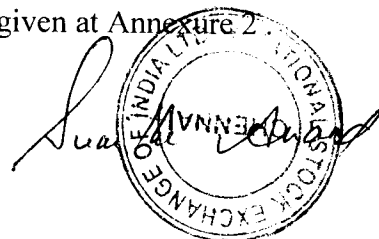
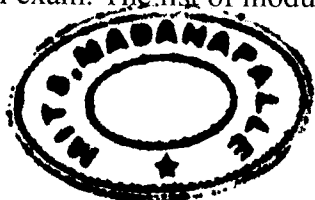
2.4 NSE shall offer its on-line testing engine for conducting the end term examination.

2.5 MITS should finalize the date, time and venue of the end term examinations in consultation with NSE and inform the Candidates about the same.

The schedule is not normally alterable as per any individual candidate's request.

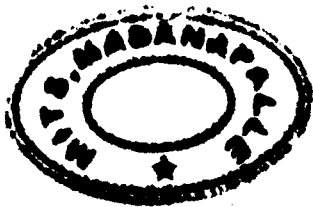
2.6 NSE Shall offer NSE Learn to Trade (NLT) mock trading software to the college for practical training.

2.7 NSE Shall allow the candidate enrolling for NCCMP course to appear for any one of the NCFM exam. The list of modules for the exam is as per enclosure given at Annexure 2.

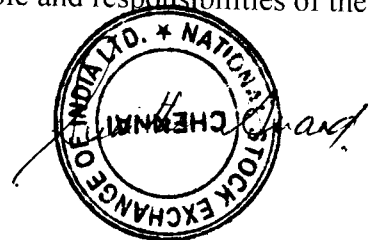


### 3. RIGHTS AND OBLIGATIONS OF MITS

- 3.1 MITS hereby acknowledges that NSE has in the past and will continue in the future, to put in various efforts in the development of the capital markets in India and in spreading awareness and knowledge of investing in capital market, for which it has incurred significant costs over a period of time. In an effort to further enhance the visibility of investing in capital markets in India and in an attempt to make the younger generation of Indians aware of the advantages and merits in investing in the Indian capital markets, NSE has decided to enter into the transaction contemplated under this Agreement. In view of this and the mutual benefits which the Parties will derive by being associated with each other in this endeavour, MITS on its own agrees that this engagement with NSE shall be on an exclusive basis from the date of this Agreement and that MITS will not associate nor undertake any work of any nature that is in direct competition with or detrimental to the Programme during the validity of this Agreement, without NSE's prior written consent.
- 3.2 MITS shall consult NSE and take NSE's approval before undertaking any kind of marketing with regard to the Course, specifically in instances where NSE's name, logo etc. are being used.
- 3.3 MITS shall admit Candidates for the Course, collect the Course Fees and conduct the Course at its premises.
- 3.4 MITS shall publicise and market the Course to its students and to others by way of advertisements, publicity material, brochures etc subject to the aforesaid clause 3.2.
- 3.5 MITS shall co-ordinate with the Candidates and with the faculties regarding the lectures, schedule the lecture timings, conduct all assessments excluding end term examination and provide necessary assistance and guidance to solve the Candidate's queries.
- 3.6 MITS shall remit the part of the Course Fees due to NSE within 10 days of receipt of the invoice as per clause 2.3 by way of cheque/ Demand draft /online transfer payable at Hyderabad.
- 3.7 MITS shall provide complete details to NSE of the Candidates enrolling for the Course, including name, address, phone numbers, email address, qualifications, work experience, class schedule etc. within 15 days of the closure of admissions. Admissions must close before the commencement of the course.
- 3.8 MITS shall also provide candidate-wise, centerwise date and name of the NCFM exam.
- 3.9 MITS shall ensure that the competencies, expertise and credentials of the faculties are such as specified by NSE from time to time. MITS shall specify the role and responsibilities of the faculties.



*[Handwritten signature]*



3.10 MITS shall ensure that the content of the lectures are conforming to the Course outline of the NCCMP.

3.11 MITS shall monitor the performance of the faculties for ensuring the quality of the lectures.

3.12 MITS shall highlight the significance of the NCFM (NSE's Certification in Financial Markets) courses to Candidates, though it is not mandatory for the Candidates enrolling for the Course to take any of the NCFM modules.

3.13 MITS shall extend help and co-operation to NSE in developing other educational programmes in future on such terms as may be mutually agreed upon.

3.14 MITS shall pay directly from their share of course fees to the agency providing the 20 hours of practical sessions, if they choose to hire the services of such an agency.

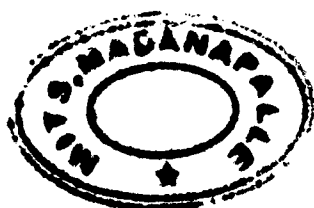
#### 4. GEOGRAPHICAL REACH

NSE is desirous of widening the NCCMP Course across the territory of India and abroad and may tie up with other entities in India and abroad for providing the NCCMP course. However, MITS shall not tie-up with any other entity anywhere in India or abroad for providing collaboration contemplated under this Agreement.

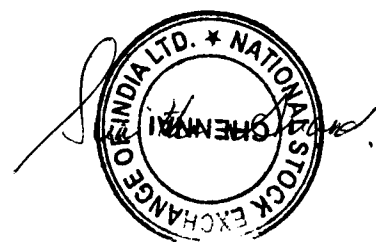
#### 5. CONFIDENTIALITY

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

- 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 the receiving party already had in its possession before the Effective Date, as evidenced by documents; or



A handwritten signature in black ink.



- which the receiving party acquires from a third party who is authorised 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, as evidenced by documents; or
- is disclosed pursuant to any requirement of law.

5.2 In the event of any of the Parties becoming legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party so as to enable the other Party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the Party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

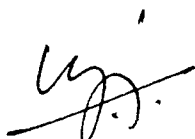
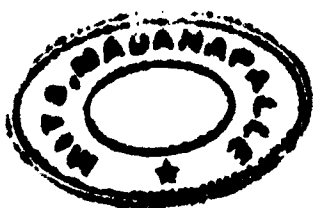
5.3 The confidentially obligation under this clause shall survive for a period of 3 years post the termination or expiration of this Agreement.

## 6. INTELLECTUAL PROPERTY RIGHTS

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

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, and other intellectual property owned or developed by either party.

6.3 All right, title and interest in and to all intellectual property in the Course outline and study material as well as in term "NCCMP" or "NSE Certified Capital Market Professional" (hereinafter referred to as "NSE's properties") shall vest with NSE. MITS shall not use NSE's properties except to the extent as specified under this Agreement and shall not share NSE's properties with any third party. Further, it is clarified that NSE will be using NSE's properties for distribution at its discretion pursuant to any arrangement with any other institution or third party within or outside India.



## 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 authorised 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

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

## 9. REPRESENTATIONS AND WARRANTIES

Each party to this Agreement represents and warrants that-

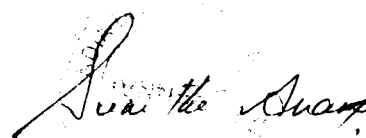
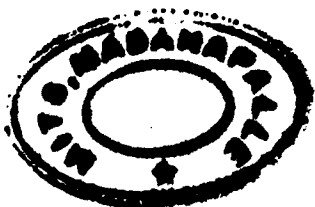
9.1 It is duly established and existing under the laws of jurisdiction stated against its name of this Agreement and has the legal power and; authority to sign this Agreement bind itself and perform and comply with its duties and obligations under this Agreement

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

9.2 It has full power and authority to enter into this Agreement and it has obtained all the sanctions that may be required under the laws applicable to it.

## 10. ASSIGNMENT

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





## 11. TERM AND TERMINATION

11.1 This Agreement shall remain in force for an initial period of three (3) years from the date **09-Dec-2015** (Effective Date) unless its validity is renewed for a further period mutually by the Parties.

11.2 This Agreement may be terminated immediately (i) by mutual consent of the Parties; or (ii) by a written notice by the non-defaulting party in the event the other party commits a material breach of the Agreement and is unable to rectify it within 15 (fifteen) days after receiving a written notice; or (iii) immediately if MITS ceases to be an university affiliated institution.

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

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.

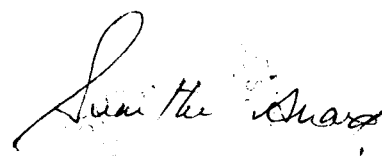
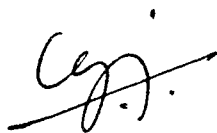
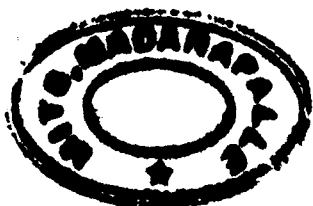
11.5 Any termination under the above clauses shall not affect the rights and obligations of the Parties and the Parties shall be entitled to exercise their rights and be obliged to fulfill their obligations under this Agreement which had arisen prior to such termination.

## 12. GOVERNING LAW

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

### 1. NO PARTNERSHIP OR AGENCY

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



#### 14. DISPUTE RESOLUTION

If any dispute of difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, NSE/ MITS shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled as per the provisions of this clause shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an arbitrator. The place of arbitration shall be Hyderabad. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

#### 15. CONSTRUCTION

The entire understanding between NSE and MITS 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. NON EXCLUSIVITY

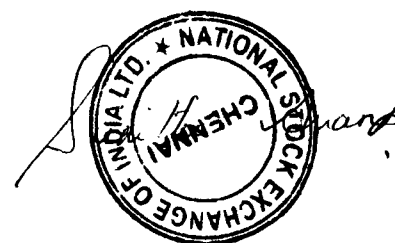
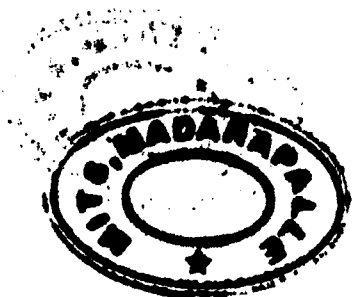
This Agreement shall be on a non-exclusive basis so far as NSE is concerned and nothing in this Agreement shall prevent NSE from pursuing similar initiatives with any other third parties.

#### 17. HEADINGS

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

#### 18. 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.



## 19. 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.

## 20. SERVICE

20.1 Any notice or communication by either party shall be in writing and can be sent by post or facsimile to the address and number mentioned in the following clause respectively. The notice or communication shall be deemed to have been served when delivered by hand or within 3 days after delivery has been sent by prepaid post/courier on the given address, and notices, communications sent by facsimile transmission shall be deemed to have been served immediately upon the receipt.

20.2 Addresses for service of notice or communication:

If to NSE:

To the attention of: **Mrs. Sunitha Anand**

Facsimile Number: 044-28479926

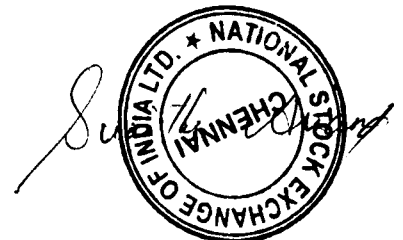
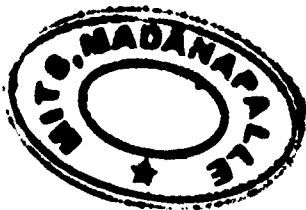
Address: National Stock Exchange  
Exchange Plaza  
Bandra Kurla Complex  
Bandra (E)  
Mumbai - 400051

If to MITS

To the attention of: **Dr. C. Yuvaraj**

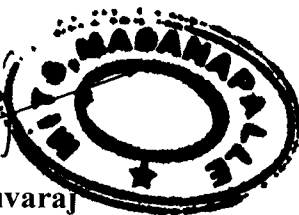

E Mail Id: principal@mits.ac.in

Address: Kadiri Road, Angallu,  
Madanapalle, Chittoor District,  
Andhra Pradesh 517325



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

For Madanapalle Institute of Technology & Science



Name: **Dr. C. Yuvaraj**


Designation: Principal

Madanapalle Institute of Technology & Science, Madanapalle.

Date:

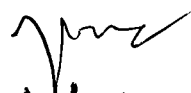
Witness:

1.




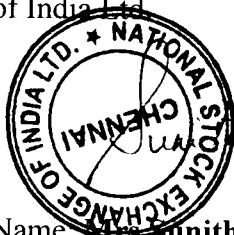
Ch. Ramesh Babu,  
Dean, III C

2.



Dr. D. Pradeep Kumar  
Prof. & Head,  
Department of Management Studies

For National Stock Exchange of India Ltd



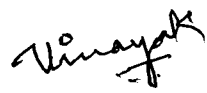
Name: **Sunita Anand**

Designation: Lead SBU Education and Administrative Head - South

Date:


Witness:

1.



G. S. VINAYAK  
Asst. Mgr, NSE-Hyd

2.



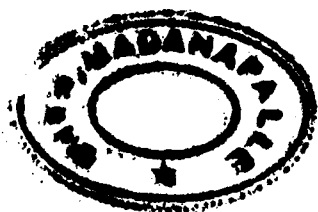
R. SENTHIL MURUGAN  
DM, NSE, Chennai,

## Annexure 1

Name of the Course: NSE Certified Capital Market Professional (NCCMP)

### Curriculum to cover:

- Introduction to Financial Markets
- Derivatives
- Fundamental Analysis
- Technical Analysis
- Discussions on Financial Newspapers and Journals
- Macro Economics
- Practical Training

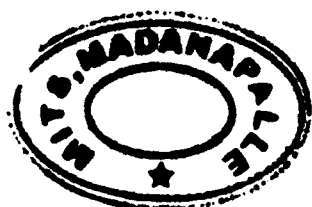


*Signature*



**Annexure 2**

<b>Sr. No</b>	<b>Name of the Module</b>
1	Financial Markets: A Beginners' Module
2	Mutual Funds : A Beginners' Module
3	Currency Derivatives: A Beginner's
4	Equity Derivatives: A Beginner's Module
5	Commercial Banking in India: A Beginner's Module
6	FIMMDA-NSE Debt Market
7	Securities Market (Basic) Module
8	Capital Market (Dealers) Module
9	Derivatives Market (Dealers) Module
10	Investment Analysis and Portfolio Management Module
11	Fundamental Analysis Module
12	Options Trading Strategies Module
13	Operations Risk Management Module
14	Banking Sector Module
15	Insurance Module
16	Macroeconomics for Financial Markets
17	NSDL-Depository Operations Module
18	Commodities Market Module
19	Surveillance in Stock Exchanges Module
20	Corporate Governance Module
21	Compliance Officers (Brokers) Module
22	Compliance Officers (Corporates) Module
23	Information Security Auditors Module
24	Information Security Auditors Module
25	Technical Analysis Module
26	Mergers and Acquisitions Module
27	Back Office Operations Module
28	Wealth Management Module
29	Project Finance Module



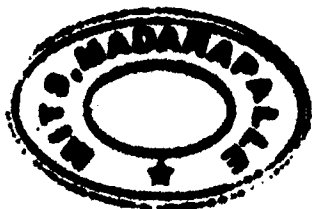
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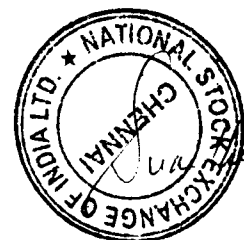
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## NCCMP Course structure

80 Hours : Theory	No. of Hours
Introduction to Financial Markets	24
Derivatives	22
Fundamental Analysis	10
Technical Analysis	14
Macro Economics for Capital Markets	10
<b>20 Hours : Broker /NLT Software</b>	
Back Office, Front office operations, Clearing & settlement etc.	20



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## NCCMP Syllabus

### SUBJECT: INTRODUCTION TO FINANCIAL MARKETS

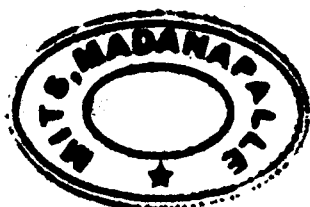
1. INTRODUCTION TO FINANCIAL SYSTEM
2. PRIMARY MARKET
3. FINANCIAL MARKETS
4. SECURITIES MARKET IN INDIA
5. MONEY MARKET
6. FOREX MARKET
7. COMMODITY DERIVATIVES MARKET
8. INSURANCE MARKET
9. CORPORATE ACTIONS
10. FINANCIAL STATEMENTS
11. TIME VALUE OF MONEY
12. REGULATORS AND REGULATORY FRAMEWORK

### SUBJECT: DERIVATIVES MARKET

1. INTRODUCTION TO DERIVATIVES
2. INTRODUCTION TO FUTURES & OPTIONS AND SWAPS
3. APPLICATIONS OF FUTURES AND OPTIONS
4. TRADING
5. CLEARING AND SETTLEMENT
6. ACCOUNTING FOR DERIVATIVES

### SUBJECT: FUNDAMENTAL ANALYSIS

1. INTRODUCTION
2. FUNDAMENTAL ANALYSIS
3. VALUE INVESTIG
4. VALUATION OF STOCKS
5. PORTFOLIO MANAGEMENT



*Cyji*



*Sunil Kumar*

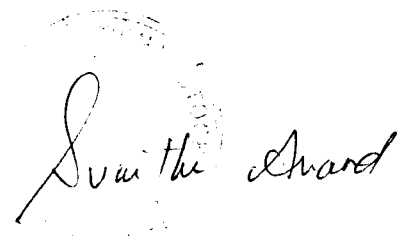

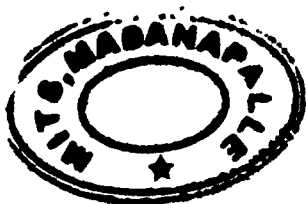


**SUBJECT: TECHNICAL ANALYSIS**

1. INTRODUCTION TO TECHNICAL ANALYSIS
2. PATTERN STUDY
3. INDICATORS
4. TRADING STRATEGIES
5. TRADING PSYCHOLOGY AND RISK MANAGEMENT

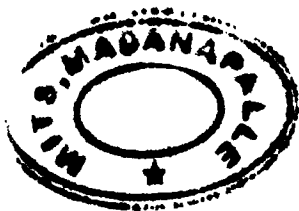
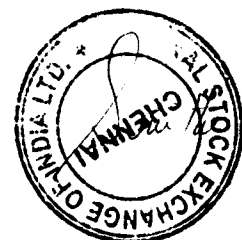
**SUBJECT: MACRO ECONOMICS FOR CAPITAL MARKETS**

1. ECONOMIC BAROMETERS – GDP, INFLATION, BANK RATE
2. FDI INVESTMENTS
3. PPP (PURCHASING POWER PARITY) THEORY
4. METHODOLOGY FOLLOWED w.r.t. INFLATION, GDP, WPI, CPI
5. FORECASTING



## NCCMP Practical Training (Brokers Office)

1. De-mat and trading account opening procedures (Back office workings).
2. Pay in and pay out system.
3. Trading mechanism in Capital and Derivatives market.
4. Client and Broker relationship.
5. Contract note, brokerage, STT, stamp duty etc.
6. Margining system.
7. Types of buying and selling orders.
8. Software used in terminals.
9. Order limits of trading member, branch and dealers.
10. Trading strategies adopted in equity and derivatives.
11. Marketing of broking services.
12. Management structure in a broking office.

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