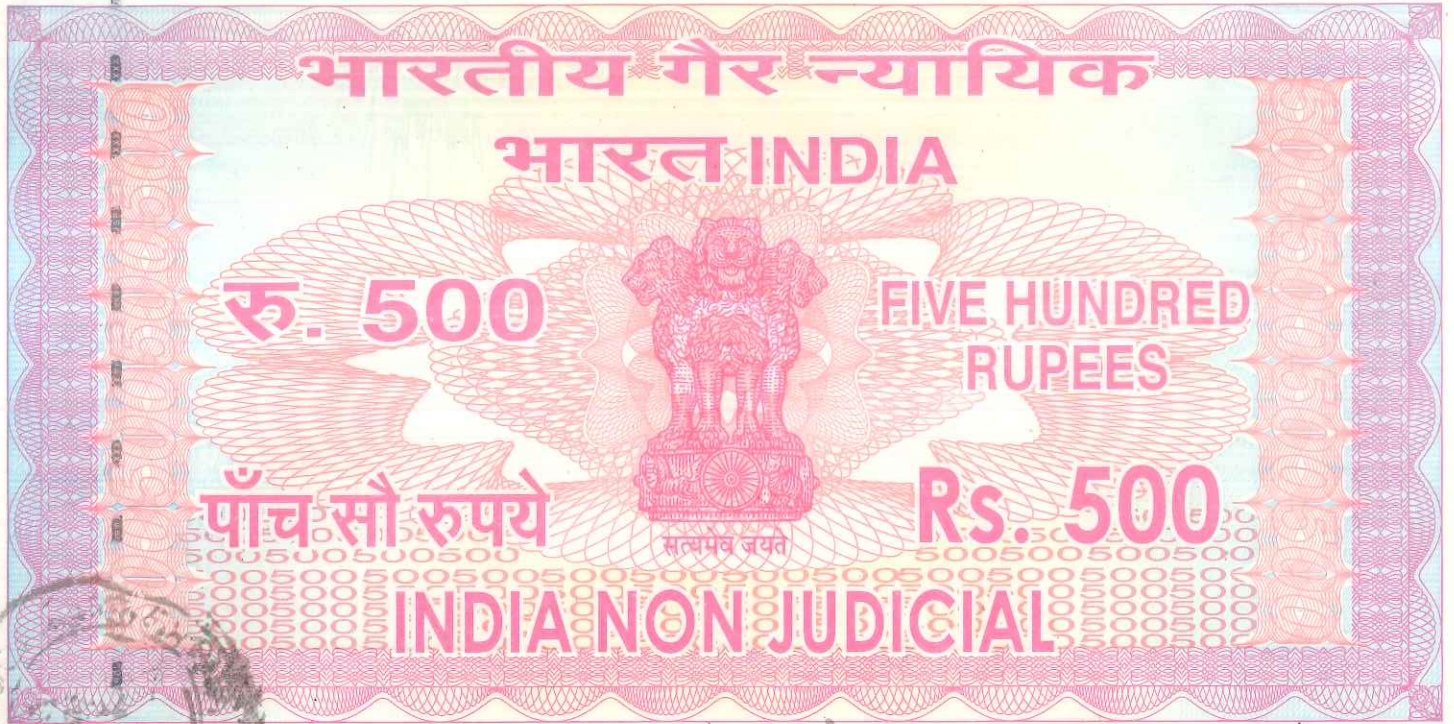




தமிழ்நாடு தமில்நாடு TAMILNADU

06 OCT 2022

AF 160170

NSE ACADEMY LIMITED
Chennai

S. AYATH BASHA
STAMP VENDOR
L.NO.3 / ஆ 3 / 2000

No. 43, SEETHAMMAL ROAD,
TEYNAMPET, CHENNAI - 18,
Phone: 9841640694

AGREEMENT

This Agreement ("Agreement") is executed at Chennai on 28th day of Sep 2022 .

BY AND BETWEEN

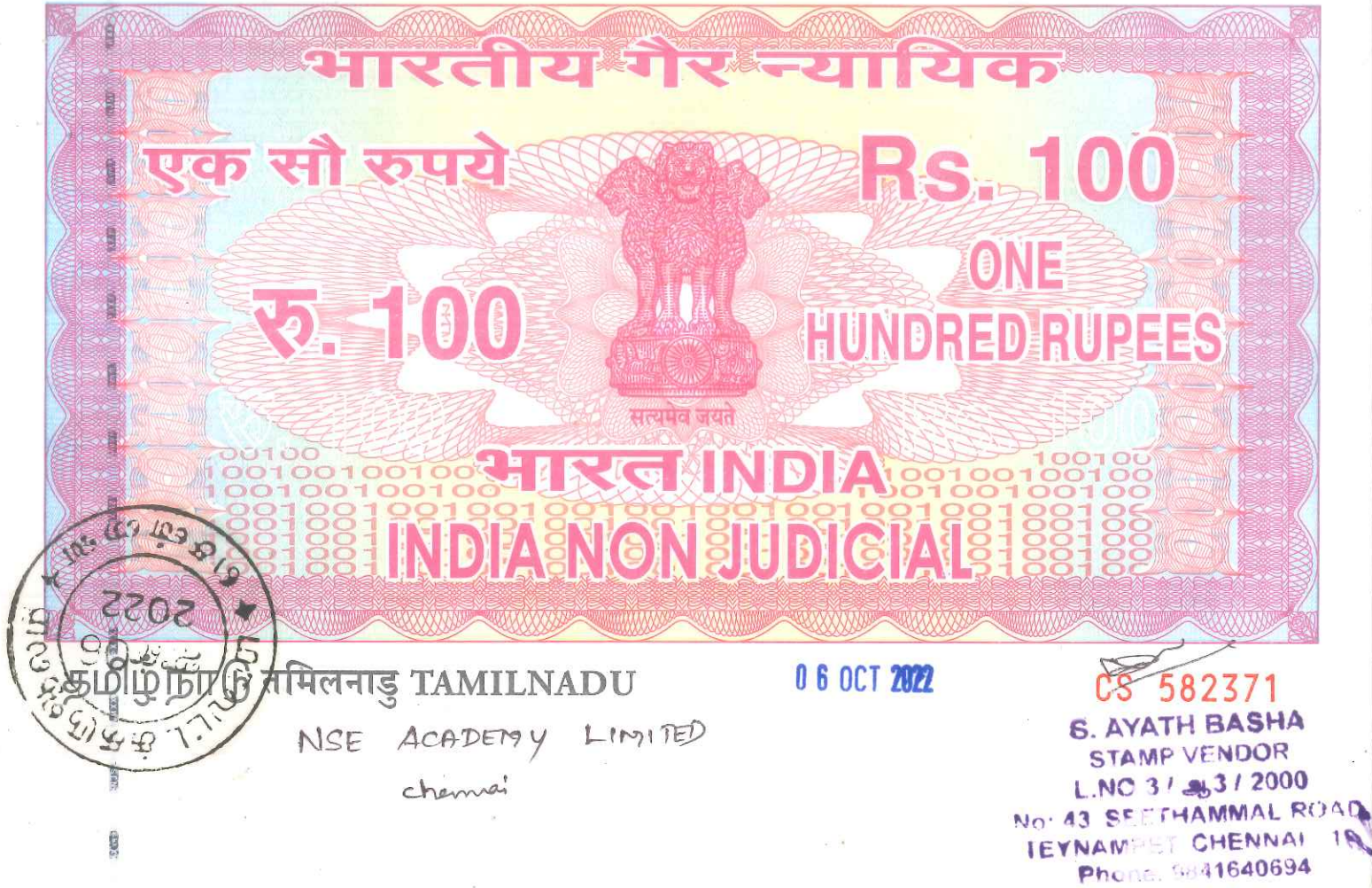
NSE Academy Limited, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Exchange Plaza, Plot C/1, G Block, Bandra Kurla Complex, Bandra East, Mumbai- 400051, represented by its authorized signatory Mr. Abhilash Misra (hereinafter referred to as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

And

Fatima College is an Autonomous college affiliated to Madurai Kamaraj University, situated at Mary Land, Madurai- 625018 represented by its authorized signatory Dr. Sr. G. Celine Sahaya Mary, Principal (hereinafter referred to as "Client", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns), of the **OTHER PART**.



Dr. Sr. G. Celine Sahaya Mary
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018



NSE Academy and the Client are hereinafter individually referred to as 'Party' and jointly referred to as 'Parties'.

WHEREAS:

- A. NSE Academy, being a wholly owned subsidiary of National Stock Exchange of India Limited, is *inter alia* engaged in the business of conducting varied educational initiatives including certification programs, investor seminars, secondary and senior secondary school level programs, development of educational materials on financial markets and promoting financial literacy and skill oriented financial markets programs.
- B. The Client is Fatima College, affiliated to Madurai Kamaraj University, was the dream of Rev. Sr. Rose Benedict, the founder of the College. With more than half a century of experience in the field of education, Fatima College has established a reputation for excellence in all aspects of higher education. It has endeared itself to the People of Madurai by imparting value based holistic education to young women with the objective of giving preference to the rural and economically backward women and first-generation learners.
- C. The Client is desirous to engage NSE Academy for providing its services for the purpose of (a) conducting and delivering **Certificate course**, as detailed in **Annexure 1**, ("Program") to such selected students/participants who have registered and enrolled for the purposes of the Program (collectively,



Signature

S. G. Selva Sathya Naray
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018

"Participants"); and (b) providing a non-exclusive, non-transferable and limited right to access and use the Product (*as defined below*) for the Product Term (*as defined below*) (collectively, "Services"), and NSE Academy has agreed to provide such Services in lieu of consideration ("Consideration") in accordance with the terms and conditions of this Agreement.

- D. The Parties are now desirous of entering into this Agreement to set out and record the terms and conditions under which NSE Academy shall provide the Services to the Client.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. SCOPE OF AGREEMENT

- 1.1 NSE Academy shall deliver the Services for the purposes of the Program in accordance with the below mentioned details:

Name of the Program	Certificate course on Business Analytics
Target Group per Batch (Number of Participants per Batch)	Minimum 80 students per batch
Duration of Batches	24 hours (20 hours training + 4 hours project work)

- 1.2 The Parties hereby agree, confirm and understand that:

- 1.2.1. The training for the Program shall be conducted by trainers/faculty, as may be selected by NSE Academy for the purposes of the Program, ("Trainers") either through the portal of the Product or such online/virtual platform as may be communicated by NSE Academy to the Client or by means of classroom/offline training.
- 1.2.2. The Trainers shall conduct the Program for the Participants for a duration of 24 hours (20 hours training + 4 hours project work) hours for each batch on such scheduled date(s) of the Program, as may be mutually decided between the Parties. In addition, the Client and the Participants shall be provided a complimentary access to the Product for a period of 6 months ("Product Term") for self-paced learning through the Product.
- 1.2.3. The Client understands that the right to access and use the Product is non-exclusive, non-transferable, and limited in nature and this right has been granted by NSE Academy only for internal and non-commercial use. It is hereby clarified that the grant of use the Product provided in this Agreement does not in any way imply that the Client/Participants have the right to receive, or that NSE Academy has any obligation to provide, any technical or maintenance support for any other product procured by the Client unless otherwise expressly agreed upon.
- 1.2.4. The Parties hereby agree and understand that NSE Academy shall provide access of the Product to the Client and the Participants, as provided in this Clause 1. The Client understands that access and use of the Product is subject to acceptance of and compliance with the terms of use pertaining to the Product, as may be framed, amended or modified by NSE Academy from time to time ("Terms



[Handwritten signature]

[Handwritten signature: Dr. G. Anis Sahaya Mary]
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018

of Use"). The said Terms of Use shall be uploaded and made available on NSE Academy's website from time to time. Further, the Client shall ensure absolute compliance of the Terms of Use by its Participants.

1.2.5. The grant of the right to use the Product includes authorization of access by means of the Client's platform to allow site-wide online access by the Participants *via* multiple connections. In this regard, the Client agrees to maintain the security of the access by authenticating use of the same by the Participants.

1.2.6. The Client/Participant shall not make the electronic version of the book(s)/Product/Learning Materials (*as defined below*)/other data, content and material, as may be available on the portal of the Product, accessible to any other third party, whether by permitting access through terminal or computer, or by other similar or dissimilar means or arrangements.

1.2.7. NSE Academy reserves the right to suspend and/or terminate the access/right to use the Product by the Client and/or the Participants without any prior notice, if the Client and/or Participants commit any breach of/violate any of the terms of this Agreement provided that such breach/violation remains uncured by the Client and/or the Participants within 7 (seven) days from the initiation by the Client regarding the said breach/violation. It is hereby clarified that any unauthorized use of the Product or any fraudulent, abusive, or otherwise illegal activities will be considered as grounds for termination of access/right to use.

1.2.8. The Client agrees and understands that any non-compliance with or breach of the provisions of the Terms of Use and the obligations contained in this Clause shall be construed as a material breach of this Agreement.

For the purposes of this Agreement:

(i) "NSE Knowledge Hub" refers to an artificial learning and machine learning capable software available in mobile and web version that focuses on delivering personalised learner experience. It's advanced learning platform aggregates global digital content, assist in creation and authoring of content, manages curation of learning pathways and journeys and helps in customized learning for users.

(ii) "Product" means and includes NSE Knowledge Hub and other study materials, software exposure, question banks, e-learning materials, e-learning platform etc. published/owned/prepared/developed/designed/used/created by NSE Academy.

1.2.9. In the event of any eventualities or for any reason which is beyond the control of NSE Academy, NSE Academy shall provide a prior notice to the Client for rescheduling or cancelling the Program (as the case may be).

1.2.10. The Client shall ensure that the provisions of underlying documentations (if any) executed between the Client and the Participants in relation to the Program are co-terminus with the terms of this Agreement.

1.2.11. The Parties shall fulfill their respective responsibilities as detailed in **Annexure 2** for successful consummation of the transaction contemplated herein.

2. PAYMENT TERMS:

2.1 In lieu of the Services rendered by NSE Academy under this Agreement, Client shall pay such Consideration and, in such form, and manner, as provided in **Annexure 3**, to NSE Academy, in



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R. G. Selvaraj Selvaraj Mary
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018

accordance with the terms and conditions of this Agreement. It is hereby clarified that any change/modification in the Consideration shall be subject to mutual agreement between the Parties in writing.

- 2.2 NSE Academy shall raise an invoice in favour of the Client towards the Consideration, in accordance with **Annexure 3**, within 7 (seven) days from signing this Agreement. Further, within 15 (fifteen) days from date of such invoice, the Client shall remit the Consideration to NSE Academy along with applicable taxes after deduction of withholding tax, if any. It is hereby clarified that in the event of withholding of tax, the Client shall be liable to provide tax deduction certificate to NSE Academy in accordance with the applicable Indian income tax laws.
- 2.3 In the event of cancellation or rescheduling of the Program, the Client shall provide a prior written notice of 30 days to NSE Academy. Further, a Program may be rescheduled by up to 48 hours prior to delivery within 30 days from the earlier scheduled Program ("**Earlier Schedule**") provided that a written notice to this effect is issued to NSE Academy. The Client shall be liable to pay the rescheduling charges to NSE Academy as provided in **Annexure 3**. It is hereby clarified that if the Client desires to reschedule the Program after 30 days of the Earlier Schedule, a nominal rescheduling fee will be applicable on same. In case the program is cancelled without a rescheduling date than cancellation charges shall be payable by the Client to NSE Academy as stipulated in **Annexure 3**.
- 2.4 Notwithstanding any discontinuation of the Program or non-completion of the Program by any Participant, the Client shall be liable to make payment of the entire Consideration to NSE Academy under this Agreement unless otherwise agreed between the Parties in writing.

3. INDEMNITY

Each Party shall defend, indemnify and hold the other Party harmless against and in respect of any and all claims, damages, losses, liabilities, costs, expenses (including attorney fee) as a result of and/or arising out of material/willful breach of any terms of the Agreement, Terms of Use (to the extent applicable) and/or to the extent that any claim is made by a third party including but not limited to claim in relation to infringement of Intellectual Property Rights. In addition, the Client agrees to defend, indemnify and hold NSE Academy harmless against and in respect of any and all claims, damages, losses, liabilities, costs, expenses arising out of or in connection with (a) any action or proceeding brought against/initiated against NSE Academy by any Participant due to Client's breach of its obligations under this Agreement; and/or (b) any unauthorized use or disclosure of Learning Materials (*as defined below*)/any other material/training techniques used by the Trainers during the training session(s) for the Program. This Clause shall survive post termination of this Agreement.

4. LIMITATION OF LIABILITY

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



5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 The Intellectual Property Rights of the respective Parties shall continue to remain with them and be their exclusive and absolute property. For avoidance of doubt, it is hereby clarified that NSE Academy is the absolute and exclusive owner of the Intellectual Property Rights pertaining to the training and learning kits, manuals, modules and other material, as may be provided/used by NSE Academy during the training sessions for the Program (collectively, "**Learning Materials**"). It is hereby clarified that nothing in this Agreement shall be construed as assignment/transfer/license of Intellectual Property Rights of any Party to the other in any manner or for any reason whatsoever. The Client and/or the Participants shall not misuse or make any unauthorized use or disclosure of the Learning Materials/any other material/information used by the Trainers. The Client and/or the Participants shall not *inter-alia* copy, videotape, photocopy, print, maintain soft copy formats of such Learning Materials. The Learning Materials/instructional materials and training techniques are intrinsic features of the NSE Academy's business, and the Client shall not conduct/organise any form of training or instructional programmes based on the aforesaid materials. Any commission or omission of act either by the Client or its agents/representatives/Participants shall be construed as infringement of Intellectual Property of NSE Academy.
- 5.2 The Parties agree and confirm that they will not acquire any right, title, or interest in the other Party's Intellectual Property Rights owned or developed by the other Party or licensed by the other Party from third party vendors.

For the purpose of this Clause, "**Intellectual Property Rights**" mean and include trademarks and service marks, patents, registered designs, design rights (whether registered or not, pending or capable of registration) of NSE Academy, its affiliates, subsidiaries or group companies and copyright of any kind including know-how and trade secrets, logos, company names, domain names and trading names, and where appropriate, applications for any of the foregoing including all original work capable of protection under the applicable laws.

- 5.3 In the event the Client is required to use the trademarks, logos and banners for the purposes of this Agreement, NSE Academy may, in its sole discretion, grant a non-exclusive, non-assignable and non-transferable permission to the Client to use its trademarks, logos and banners, as may be necessary under the Agreement. In this regard, the Client shall ensure that such usage by the Client is strictly for the purposes of the Agreement and is subject to brand guidelines of NSE Academy, as may be provided by NSE Academy to the Client. Further, the Client agrees and understands that the permission to use the trademarks, banners and logo of NSE Academy, as per this Clause, is limited in nature and the same does not in any manner convey/assign/transfer any proprietary interest /ownership/right in such Intellectual Property Rights of NSE Academy. The Client shall immediately cease to use such trademarks, logos and banners upon termination and/or expiration of the Agreement (*as the case may be*) or as per the requirements of NSE Academy. The Client acknowledges and confirms that it will adhere to and comply with the said brand guidelines and general advertising policy as may be provided by NSE Academy to the Client.



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6. TERM AND TERMINATION

- 6.1 This Agreement shall be valid for a period of 3 years commencing from the Effective Date ("Term") unless terminated in accordance with Clauses 6.2 and 6.3 below.
- 6.2 Either Party may terminate this Agreement without cause after providing a written notice of [60] days to the other Party.
- 6.3 Either Party may terminate this Agreement upon failure by the other Party to comply with its obligations hereunder after giving a cure period of 30 days to cure such breach/defect.
- 6.4 In case of termination of this Agreement by the Client under this Clause, the training sessions or the contract value committed under this Agreement but not executed till the effective date of termination shall be deemed to have been cancelled by the Client. For avoidance of doubt, it is hereby clarified that expiry or termination of this Agreement (whichever is earlier) will not prejudice any rights of the Parties that may have accrued prior thereto.
- 6.5 The Client agrees and understands that upon the expiry of the Product Term or early termination of the Agreement (i) the grant of right to access and use the Product by the Client and the Participants will expire automatically and with immediate effect; and (ii) the Client and the Participants shall cease to use the Product and remove all information/details in its possession (including its website, if any) regarding the Product (including the Intellectual Property Rights) within 3 (three) days from the effective date of expiry of the Product Term or termination of the Agreement (whichever is earlier). Further, upon expiry/termination of this Agreement, whichever is earlier, the right to access and use the Learning Materials by the Client and Participants shall cease with immediate effect.

7. MISCELLANEOUS

- 7.1 **Confidentiality:** Both Parties acknowledge that all material and information which has or will come into the other Party's possession or knowledge in connection with this Agreement or its performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the disclosing party. The Parties agree and understand that irrespective whether marked confidential or not all such information which is not generally known to the receiving party or its personnel but is known pursuant to this Agreement shall be duly categorized as confidential at all times and shall be treated as "**Confidential Information**". For purposes of this Clause, Confidential Information includes the Product, Learning Materials and all information/data/documents/content made available by NSE Academy on the portal of the Product.

The receiving party and its personnel (if any) shall at all times maintain, the secrecy of all such Confidential Information and shall not use or disclose such Confidential Information except with a prior written consent of the disclosing party. The receiving party shall use at least the same degree of care in safeguarding the Confidential Information of the disclosing party as it uses in safeguarding its own confidential information, but in no event shall less than reasonable care be exercised. The receiving party shall promptly return to the disclosing party or at the disclosing party's request, destroy all copies of disclosing party's Confidential Information (including all data (personal or otherwise) pertaining to the disclosing party) in its possession within 15 (fifteen) business days from



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Dr. G. Uthai Sahaya Mary
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018

the date of request by the disclosing party in this regard and will certify to the disclosing party in writing that it has complied with the confidentiality obligations mentioned herein. It is hereby clarified that the Client shall ensure absolute compliance of the confidentiality obligations, as stated herein, by its personnel and Participants. The Client (as the receiving party) agrees to take appropriate action, with respect to Client's personnel and Participants, to ensure that the obligations of non-use and non-disclosure of Confidential Information (by the Client's personnel and the Participants under this Agreement) are fully and completely satisfied. The obligation to maintain confidentiality under this Clause shall survive the termination or expiry of this Agreement (as the case may be).

7.2 Data Privacy: The Parties shall at all times comply with all relevant requirements of Data Protection Legislations. For the purposes of this Clause, "**Data Protection Legislation**" means all statutes, enacting instruments, common law, regulations, codes of practice, decisions, recommendations and the like in India concerning the protection and/or processing of personal data, as may be amended or be applicable from time to time including the Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

7.3 Relationship between Parties: The relationship between the Parties is that of principal-to-principal. Nothing contained in this Agreement shall be deemed to imply or constitute either Party as the agent or representative of the other Party, and as such neither Party shall be entitled to enter into any commitments or binding obligations for or on behalf of the other Party.

7.4 Quality Evaluation: Notwithstanding anything to the contrary contained herein, NSE Academy reserves the right to record, audiotape, videotape the training sessions for its internal resource library. It is hereby clarified that any videos, photographs, participant feedbacks etc. may be used by NSE Academy for its internal quality evaluation for promotional content (excluding any mass distributed promotional activity) or for web trailers or for such other commercial purpose as NSE Academy deems fit.

7.5 Assignment: The Client shall not be entitled to assign/transfer/sub-contract any of its rights and/or obligations under this Agreement to any third party without the prior written consent of NSE Academy.

7.6 Force Majeure: If the performance of any obligations by either Parties is prevented, restricted, delayed or interfered by reason of force majeure events (including civil disturbance, riots, strikes, earthquakes, storm, tempest, acts of God, emergency, epidemic, pandemic) then notwithstanding anything to the contrary contained herein, the party affected shall be excused from its performance to the extent such performance relates to 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 of its obligations.

7.7 Anti-money laundering: The Client warrants represents and undertakes that while this 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 including but not limited to, those pertaining to tax reporting and money laundering statutes and the rules and regulations thereunder and any



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S. J. Alvin Sahaya Mary
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018

related or similar rules, regulations or guidelines issued administered or enforced by any governmental agency having jurisdiction over the Client (collectively "**Money laundering Laws**") and no suit or proceeding is pending by or before any court or governmental agency or authority etc. involving the Client with respect to Money laundering Laws.

7.8 **Anti-Bribery and corruption:** The Client 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 for the purpose of this 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 Client to be in violation of applicable anti-bribery and corruption laws.

7.9 **Waiver:** No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver of the provisions of this Agreement, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

7.10 **Publicity:** The Parties agree that they shall not make any public announcement, including press statements, or statements on the social media, and/or any disclosure of any nature whatsoever to any person concerning the transaction and the terms and conditions contained in this Agreement without the prior written permission of the other Party.

7.11 **Severability:** If any part, term or provision of this Agreement, is held to be invalid or unenforceable, the same shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect.

7.12 **Amendment:** This Agreement shall not be amended, modified, altered or changed in any way except in writing executed by both Parties.



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S. G. Usha Sahaya Nay
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018

7.13 **Notices:** All notices, communications and other correspondence required or permitted by this Agreement shall be in writing and shall be sent to all the Parties simultaneously by (a) Email with confirmation copy sent by registered first class airmail, (b) by registered post, return receipt requested and postage prepaid, to the following address:

In the case of the Client to:

Kind Attn: Dr. S. Raju

Designation: Director of Professional Programmes

Professor, Department of MBA

Fatima College

Address: Mary Land, Madurai - 625018

Contact No. 9843999777

Email: directorprofpro@fcmdu.edu.in

Kind Attn: Ranganathan S

Designation: Chief Manager

Address: Old No :7, New No: 2, Nawab Garden, Murugappa Road,
Kotturpuram, Chennai - 600085

Contact No.9840774787

Email: ranganthans@nse.co.in

All such notices, communications and correspondence shall be sent and deemed to have been received only if the same has been sent to all the Parties as follows: (i) if by Email along with a delivery and read receipt upon receipt of the confirmation copy; and (ii) if by courier or registered, first class airmail, upon receipt or refusal of delivery. A Party may change the address to which notices are to be sent by a notice complying herewith to that effect. All notices shall be issued in English language.



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Dr. G. Celino Sahaya Mary
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018

7.14 **Governing Law, Jurisdiction and Arbitration:** This Agreement shall be governed and construed in accordance with the laws of India and courts in Mumbai, India, shall have exclusive jurisdiction over all matters arising under this Agreement. All and any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, breach or termination, shall be referred to and finally resolved through arbitration by a panel of 3 arbitrators, 1 (one) arbitrator being appointed by each of the Parties i.e. NSE Academy and the Client and third arbitrator shall be appointed by the 2 (two) arbitrators so appointed by the parties and such arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any modifications or amendments thereto, or any re-enactment for the time being in force. The seat of arbitration shall be Mumbai, India, and the language of arbitration shall be English. The decision of the said arbitrators shall be final and binding upon the parties. Both Parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the arbitrators. The parties agree that the existence and content of the arbitration and the terms of the order or award made in the arbitration shall, except as may be required by law, be kept confidential.

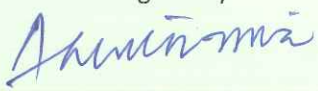
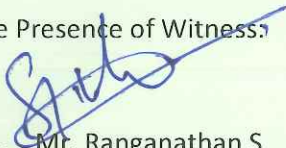
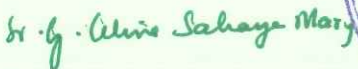


Annexure

Dr. G. Usha Sahay Nay
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018

IN WITNESS WHEREOF the Parties have appended their signature on the day, month and year mentioned above in token of having accepted the above terms and conditions.

Signed for and on behalf of :

Date: 27-09-2022 For NSE Academy Limited Authorized Signatory  Name: Mr. Abhilash Misra Title: Chief Executive Officer In the Presence of Witness:  1. Mr. Ranganathan S Chief Manager, NSE Academy Ltd Mumbai	Date: 27-09-2022 For Fatima College Authorized Signatory  Name: Dr. Sr. G. Celine Sahaya Mary Title: Principal In the Presence of Witness:  1. Dr. S. Raju Director of Professional Programmes Professor, Department of MBA Fatima College Madurai.
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PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018

Annexure 1
Program Details

Program: Certificate Course on Business Analytics

Target Segment: MBA

Duration: 24 Hours (20 Hours-Training+ 4 Hours-Project)

Platform: NA

Access to the Product: NA

Batch Size: 80 students minimum per batch

Academic Cycle: 2022 – 2023 onwards

Course Delivery: Offline



Sr. G. Celina Sahaya Mary
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018

Annexure 2

Roles and Responsibilities of the Parties

NSE ACADEMY	Client
NSE Academy shall be responsible to: 1. Select the required number of Trainers for the purpose of conducting the Program. 2. Provide the Learning Materials (as NSE Academy may deem fit) for the purposes of the Program. 3. Issue certificate(s) to the Participants who have successfully completed the training for the Program. It is hereby clarified that the decision on whether the Participants have successfully completed the said training shall be mutually decided between the Parties. 4. Raise any objection or seek any clarification in relation to the information of the Participants/batch list, as provided by the Client.	The Client shall be responsible to: 1. Provide all necessary information and details pertaining to its Participants, batch/schedule list (including name, email address, qualifications, class schedule), prior to the commencement of the Program, to NSE Academy, as may be required by NSE Academy, to render the Services under this Agreement. 2. Communicate in writing to NSE Academy, the final and confirmed dates for conducting the Program at least 15 (fifteen) days prior to the scheduled date of the Program. 3. Make payment of the Consideration in a duly and timely manner as specified under the invoice(s) raised by NSE Academy in accordance with the terms and conditions of this Agreement. 4. Ensure that the admission of the Participants is duly completed prior to the commencement of the Program of the relevant batches. 5. Provide necessary support, help and extend co-operation to NSE Academy for the purpose of developing other educational program(s) on such terms as may be mutually agreed between the Parties.



Dr. G. Usha Sahaya Mary
 PRINCIPAL
 FATIMA COLLEGE (AUTONOMOUS)
 MADURAI - 625 013

Annexure 3

Commercial Details, Payment terms and Mode of Payment

Total Consideration payable by the Client to NSE Academy: INR 2000 (Inclusive of GST) / Per Student

Minimum Guarantee: 80 students minimum per batch

Mechanism of Payment of Consideration: Through College.

Participants: The number of Participants mentioned shall be considered as confirmed Participants. In the event the actual number of Participants are more than the number of confirmed Participants, each such additional participant shall be charged pro-rata plus taxes as applicable over and above the total [INR 2000 (Inclusive of GST) / Per Student] payable by the Client to NSE Academy under this Agreement.

Mode of Payment of Consideration: The Client shall make payment of the [INR 2000 (Inclusive of GST) / Per Student] by cheque/demand draft/ECS/NEFT/RTGS facility in accordance with the details and specifications provided by NSE Academy in this regard.

Rescheduling Charges: Nil

Cancellation Charges: 50 % of Course Fees



Annexure

A. G. Chinn Sahay
PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 625 018