



महाराष्ट्र MAHARASHTRA

2023

15 JUN 2023

BY 139544

जिल्हा कोषागार कार्यालय, ठाणे
- 5 JUN 2023
मुद्रांक प्रमुख लिपीक / लिपीक

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") is made, executed and entered into at Navi Mumbai on this 16th day of June, 2023.

BY AND BETWEEN

a. NATIONAL PRODUCTIVITY COUNCIL (NPC), under Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India, hereinafter for the sake of brevity referred to as "NPC" having its office at Utpadakta Bhavan, 5-6 Institutional Area, Lodi road, New Delhi-110003 (which expression shall unless repugnant to the context or meaning thereof shall mean and include its Directors, successor or successors, administrators and assigns) PARTY OF THE FIRST PART,

AND

b. NATIONAL INSTITUTE OF SECURITIES MARKETS (NISM), established by Securities and Exchange Board of India (SEBI) a market regulator, a Public Trust registered under the provisions of Bombay Public Trusts, Act 1950, having its Registered office at 5th floor, NCL Co-operative Society, Plot No. C-6, E- Block, Bandra - Kurla Complex, Bandra (East) Mumbai-400051., hereinafter for the sake of brevity referred to as "NISM" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor or successors, administrators and assigns) PARTY OF THE OTHER PART;



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निदेशक / Director
सचिव / Secretary
राष्ट्रीय उत्पादकता परिषद्
NATIONAL PRODUCTIVITY COUNCIL
(संविध्य एंव उद्योग मंत्रालय, भारत सरकार के अन्तर्गत)
(Under Ministry of Commerce & Industry, Govt. of India)
लोधी रोड, नई दिल्ली / Lodhi Road, New Delhi-110003

WHEREAS, the NPC and the NISM shall be collectively referred to as the "Parties" and individually as "Party"

AGREEMENT STRUCTURE

1. The Parties shall collaborate for training services, conferences, programmes in online, physical or hybrid mode or any other joint courses for which the Parties may collaborate subsequently in accordance with the terms and conditions of this Agreement or by way of an addendum as the Parties may mutually decide. This agreement is aimed at facilitating collaboration towards advancement of knowledge on the basis of reciprocity, best efforts, mutual mission objectives, and frequent interactions.

TERMS OF COLLABORATION

2. This agreement between NISM and NPC is intended to primarily establish cooperation between the parties and to collaborate for trainings, conferences, programmes in the following areas:
 - i. Green finance/bonds
 - ii. Sustainability Finance
 - iii. Net Zero Issues
 - iv. Carbon credit markets
 - v. Commodities Market and Warehousing
 - vi. Workshops, conference , conclaves for CSR
 - vii. ESG

Or any other areas as may be mutually decided by and between the parties.

3. Jointly develop and organize theme-based short -term training programmes, seminars, conferences and workshops in the areas of mutual interest.
4. Jointly organise short-term continuing education programmes on topics of financial regulations and allied subjects or any other courses of mutual interest of the parties and to invite each other's faculty to participate therein.
5. Jointly organise certificate courses for students, corporate bodies and other stakeholders, customized for their needs and specifications.
6. Jointly organise workshops/conferences etc for the student, corporate bodies and other stakeholders.
7. Development of E-learning content
8. Jointly identify and invite faculty members from other institutions to participate in conferences, workshops etc. The terms and conditions of such participation will be worked out by the mutual agreement between invited faculty member(s) and the institution extending such an invitation.



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TERMINATION

This Agreement and/or any Agreement hereunder may be terminated by either Party;-

- a. Either Party may terminate this Agreement at any time, for any reason and without incurring any additional liability, by giving written notice to other party at least sixty (60) days in advance.
- b. If a Party has materially breached the terms set out in this Agreement, the other Party may notify the first Party of the breach in writing. Provided that the breaching party shall have the opportunity to cure said breach to the reasonable satisfaction of the non-breaching party within sixty (60) days period, If the first Party does not rectify the breach within sixty (60) days from the date of receiving notification, the other Party may terminate this Agreement by a notice in writing to the breaching party.
- c. Immediately upon written notice thereof if the other party ceases to function as a going concern or to conduct operations in the normal course of business;
- d. Immediately and without giving any written notice or other action if the other party has a petition or similar action filed by or against it under any applicable bankruptcy or insolvency laws (or their equivalents) which petition or action has not been dismissed or set aside within sixty (60) days of filing any fees owed to one party by the other based on obligations performed to the time of termination will be transferred in full.
- e. Notwithstanding anything to the contrary, in the event of termination, both the Parties will comply with their respective obligations w.r.t. existing Clients, fee payments, settlements of any revenue sharing commercials, etc., provided however, no fresh commitments to stakeholders shall be made during the period of termination notice.

REPRESENTATIONS, WARRANTIES & COVENANTS

Each party represents and warrants to the other that;

- a. It has the right and power to enter into and fully perform the obligations it has undertaken in this Agreement; and
- b. It is not under any obligations, contractual or otherwise, to any other entity that might conflict, interfere or be inconsistent with any of the provisions of this Agreement; and
- c. It shall comply in all material respects with all applicable laws, rules, and regulations necessary for it to perform its obligations under this Agreement.

Except as set forth herein neither party makes any other representations or warranties, express or implied, to the other party or any other person or entity with respect to the subject matter of this Agreement. Each party agrees and acknowledges that no oral or written information or advice given by the other party or any of its employees or agents shall constitute a representation or a warranty unless such information or advice is incorporated into this Agreement.

INTELLECTUAL PROPERTY RIGHTS

All the Intellectual Property Rights with respect to logos, study materials, course content, decks, videos, etc. shall be owned by the respective Party that creates it or owns it prior to this Agreement, as the case maybe.



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Both the parties shall be responsible for any violations or infringements of the intellectual property rights, copyrights, any other act, or any proprietary right and to initiate the legal proceedings, if required at any point of time during this agreement. In case Any suits or claims for the Plagiarism and breach of intellectual property rights or copyrights or any infringement under copyright act, 1957 or any other act or any proprietary right of any person in consequence of the use content provided by the company, such party in breach will promptly notify the other party in writing of any such infringement and will be responsible to control and direct the investigation, preparation, defense, trial and settlement of each such claim, action or demand and for initiating and prosecuting any legal action against any infringement.

RELATIONSHIP OF THE PARTIES

Nothing in this Agreement is intended to, or operates to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party has authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

LIMITATION OF LIABILITY

The liability of both parties and both party's sole and exclusive remedy for damages for any claim of any kind whatsoever under or related to this, and regardless of the legal theory or the performance or non-performance of the obligations under this Agreement, shall not be imposed on each other. Under no circumstances will either party be liable to the other party for any special, indirect, incidental, punitive or consequential damages of any kind including but not limited to compensation, reimbursement or damages on account of expenditures, investments or commitments whether made in the establishment, development or maintenance of business reputation or goodwill for loss of data cost of substitute materials or services cost of capital and the claims of any third party or for any other reason whatsoever.

CONFIDENTIAL INFORMATION

The Parties must keep in strict confidence all information that has been disclosed by each other and shall not disclose such information to any third person other than, by requirement of law which also shall be done, only after prior intimation to the other Parties. To the extent that it is necessary for either Party to disclose Confidential Information to its staff, agents and sub-contractors, the disclosing Party shall ensure that such staff, agents and sub-contractors are subject to the same confidentiality obligations as the disclosing Party in respect of all Confidential Information. This provision shall survive in perpetuity even after termination of this Agreement.

Above Clause shall not apply to information which:

- is or becomes public or generally available to the public (otherwise than by breach of confidentiality of the receiving party);



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- is in the possession of the disclosing Party, without restriction as to its disclosure, before receiving it from the other Party;
- the receiving Party can demonstrate that it was developed by the receiving Party independently of the disclosure of the Confidential Information by the disclosing Party;
- is disclosed with the prior written approval of the disclosing party;
- is required by law to be disclosed.

INDEMNIFICATION

Each party shall indemnify defend and hold harmless the other party, its successors and assigns, and each of their respective officers, directors, employees, shareholders, legal representatives, and agents (Indemnified Party), from and against any damages, liabilities, costs and expenses (including reasonable attorneys and professionals' fees and court costs) arising out of any third party claims based on a party's breach of any material terms of this Agreement.

Neither Party will be liable to the other for any special, indirect, consequential or special losses. Save and except the indemnity obligations herein, the maximum cumulative liability of each Party regardless of the form(s) of action, whether in contract, tort, strict liability or otherwise, shall be limited to the extent of 50% of the revenue earned by the Parties under this Agreement.

MISCELLANEOUS

1. No amendment or modification of this Agreement, nor any waiver of any rights will be effective unless assented to in writing by the other party and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties and the remainder of this Agreement shall continue in full force and effect.
2. NISM and NPC may engage subcontractors to perform all or any portion of its obligations under this Agreement or to assist in any other aspect provided that both the parties remain responsible and liable for the performance of the subcontractor in conformance with the relevant terms and conditions hereof.
3. Performance under this Agreement may be postponed or extended automatically to the extent that either party is prevented from performing its obligations under this Agreement as a result of a cause beyond its reasonable control, such as an accident, act of a civil or military authority, act of God, earthquake, embargo, fire, flood, intervening change in law or governmental regulation, riot, strike, shortage of transportation or communication facilities, pandemic, disruption of telecommunication networks, terrorism or war.
4. This Agreement shall be governed by the laws of India and the parties hereby consent to the jurisdiction of the courts in Mumbai (India) for any action arising out of or relating to this Agreement and agree that any such action shall be maintained in the same jurisdiction.



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 (Under Ministry of Commerce
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5. Notwithstanding any translation of this Agreement the English language shall control the interpretation of this Agreement and all other writings between the parties. The parties have consented as well as agreed that this Agreement and all documents contemplated by this Agreement be drawn up in English.
6. This Agreement constitutes the complete and exclusive understanding and agreement of NISM and NPC relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements and communications with respect to the subject matter hereof.
7. This Agreement may be executed by electronic and/or physical signature and the parties agree that facsimile digitally scanned or other electronic copies of signatures shall be valid and binding as originals. No written document shall be required in order to make an electronically signed version of this document legally binding notwithstanding any requirement in law.

DATA PROTECTION

The Parties agree and undertake to comply with all applicable laws to which each Party is subject to, including all applicable data protection laws in its respective jurisdictions, for the protection of any and all personal data which it may receive, handle or process in relation to this Agreement.

ARBITRATION

This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India.

In the event of any dispute or difference between the Parties relating to or arising out of this Agreement, the parties shall use their best efforts to settle their disputes or differences amicably by mutual discussions, negotiations, mediation or conciliation.

In the event of any dispute or a difference of any nature whatsoever among the parties during the course of performance of respective obligations arising out of this agreement, the parties agree to refer the matter to a two-member committee consisting of Director General, NPC, and Director, NISM, to resolve the dispute keeping in view the best interest of the parties and in keeping with the spirit of the performance of this agreement. The decision of the committee shall be final and binding on the both parties.

FORCE MAJEURE

Neither party shall be made responsible for an unexpected or uncontrolled event.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives;



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For NATIONAL PRODUCTIVITY COUNCIL

For NATIONAL INSTITUTE OF SECURITIES
MARKETS

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Shukla Pal

Sunil Kadam



Name: Dr. Shukla Pal Maitra

Name: Sunil Kadam

Designation: Secretary

Designation: Registrar

Witness

Amitava Ray

Witness

1. Name: *AMITAVA RAY*
Designation: *DIRECTOR LCH (ADMIN)*
Aadhar No: *2216 0565 5320*
2. Name: *Md. Ishaqul Anwar*
Designation: *Asst Director*
Aadhar No: *718238251889*

1. Name:
Designation :
Aadhar No:
2. Name:
Designation :
Aadhar No:

[Signature] *****

