

महाराष्ट्र MAHARASHTRA

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प्रधान सुद्रांक कार्यालय, सुंबई प. मु. वि. क. ८००००१० - 2 DEC 2016 सक्षम अध्यक्षारी

AGREEMENT

THIS Agreement (hereinafter referred to as the "Agreement") is made on the 24th day of June, Two Thousand and Seventeen (2017) (Date of Execution) and entered into:

By and Between

BSE Institute Limited, a Company incorporated under The Companies Act 1956, having its registered offices at 25th Floor, P J Towers, Dalal Street, Mumbai 400 001, India (hereinafter referred to as "BIL") (which expression shall, unless repugnant to the context for meaning thereof, be deemed to mean and include its successors and permitted assigns) of the One Part.



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मुद्रांक विका पेणान्यावे अव

मुद्रांक विकाशियाची माँद वहीं अह्न क्षेत्रक स्थापन स्थापन मुद्रांक विकाशियाची सही

परवाना सम्भापन १ ८०००० १०

मुद्रांक विकाशियाची माँद वहीं अह्न क्षेत्रक स्थापन मुद्रांक विकाशियाची सही

परवाना सम्भापन १ ८०००० १०

मुद्रांक विकाशियाची मार्ट, श्री वर्ष के स्थापन सम्भापन साहर करणेसाठी मुद्रांक काजदायी आवश्यक्या मार्टी. (शासन आदेश दि. ०१/०७/२००४ ब्ह्लार)

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच यमरणासाठी मुद्रांक महेदी

केल्यापास्त्र ६ महिन्सात सापरणे बंबनकारक आहे.

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And

Invertis University a university registered under the Societies Registration Act, having its registered office at Invertis Village, NH 24, Post Rajau, Bareilly, Uttar Pradesh- 243123 (here in after referred to as IU), conducting and managing education training programs which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Other Part.

BIL and IU shall hereinafter be also jointly referred to as the "Parties" and severally as the "Party".

Now, therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows:

- 1 Program Details
- 1.1 Program Name and Duration

| Program Name | Duration | Courses Offered |
|---------------------------------------|----------|---------------------------------|
| B Com (Hons) in Financial Markets | 3 years | As per Annexure – A of this MOU |

- 1.2 BIL and IU may add more programs from time to time during the period of Agreement. The parties shall mutually discuss the details of the course/program before the launch of the course/program.
- 2 Commercial
- 2.1 Batch Size and payment by students:

A minimum batch size to begin the program will be of 60 students.

2.2 Payment to BIL:

| Program Name | Course Fees | | |
|------------------------------------|---------------------------------------------------|--|--|
| B Com (Hons) in Financial Markets | Rs. 20,000/- per year per student for three years | | |

(**Price indicated above is in INR)

Notes:

 IU shall pay to BIL Rs. 60,000/- per student over a period of three years at an average rate of Rs. 20,000/- per year per student

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Bareilly

- BIL shall raise the invoice for Rs. 20,000/- per student at the beginning of each
 academic year and IU to make payment within 30 days of the receipt of Invoice.
 BIL will raise the Invoice during the month of June every year or commencement
 of the academic year whichever is earlier.
- Service Tax / GST as applicable shall be paid over and above the course fee as mentioned above.

3 ROLES AND RESPONSIBILITIES

BSE INSTITUTE LIMITED (BIL):

- To identify the Course and curriculum to be taught under the Course to the Students.
- b. BIL will provide study material / books in print or in digital format as it deems fit.
- c. BIL will provide publicity, promotional, advertising material and/or such other information as may be required to promote the Course.
- d. BIL will appoint / depute the faculty for conducting the classes at BIL's cost, to deliver the program in the college as it deems fit and appropriate for conduct of the course/curriculum.
- e. BIL shall provide/ appoint/ depute faculty for a minimum batch of 60 students. In case of less number of students BIL will appropriately decide on the program delivery. Decision of BIL in this regard is find and binding to IU.
- f. BIL will make available assessor for conducting & administering assessments of the students from time to time in form of online / written/ verbal (oral) exams as it deems fit.
- g. BIL will identify a single individual to act as the representative, at BIL's cost, with regard to entire coordination of the education delivery.
- BIL does not guarantee placement of students under the course. IU should explicitly communicate to the students that no placement or job guarantee by BIL or its affiliates offer under this program / MOU.
- i. BIL reserves the right to finalize / defer the batch / class start date.
- BIL in consultation with Invertis, jointly formulate the time-table for conducting the program.

Invertis University (IU):

- a. IU shall promote the program and admit students to the program.
- IU shall provide required physical & technical infrastructure support like wellfurnished illuminated and ventilated classrooms equipped with projectors and

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provide access to internet, printers, scanners, hygienic rest rooms, safe drinking water etc. at its own cost.

- c. IU will identify a single individual to act as the representative, at IU's cost, with regard to entire coordination relating to conduct of the program.
- d. IU is expected to enroll minimum of 60 students.
- IU through its coordinator shall ensure that all process are followed and reports submitted as prescribed by BIL from time to time.
- f. IU shall make available, the required support staff and all such other support person/s to facilitate smooth conduct of the program for enrolled students at its own cost.
- g. IU shall ensure and carry out branding and promotion for purpose of promoting the course amongst prospective students with the prior written approvals of BIL.
- IU shall not release advertisement in print media, Television, electronic unless until approved by BIL in writing.
- i. IU shall coordinate between BIL and Students for the delivery of the program.
- IU and BIL shall jointly formulate the time-table for conducting the program.

4 Other terms and Conditions:

- 1. The parties shall mutually cooperate with each other during the term of this Agreement.
- This Agreement is valid for a period of three years from the effective date. Either Party may terminate the Agreement by giving 30 days' notice to other party subject to the fulfillment of commitment made prior to the Agreement.
- IU shall not use the trademark, copyright and other intellectual property of the BIL whether registered or not without prior written permission of the BIL.
- This Agreement will be governed by and construed and interpreted in accordance with the laws of India. The Parties shall be subject to the exclusive jurisdiction of the Courts in Mumbai.
- The parties shall maintain the confidentiality of the terms and conditions of the Agreement.
- During the period of this Agreement the relationship of the Parties are of independent contractor.

{Signature page to follow}

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IN WITNESS WHEREOF both the Parties through their duly authorized representatives signed this Agreement on this 24th day of June, 2017.

BSE INSTITUTE LIMITED "BIL".

SIGNED and DELIVERED for and on behalf of SIGNED and DELIVERED for and on behalf of Invertis University "IU"

Authorized Signatory Name: Ashok Patel

Title: Chief Financial Officer

In Presence of Witness:

Invertis University Authorized Signatory Rareilly

Name: Mr. Santosh Kumar

Title: Registrar

In Presence of Witness:

Name: Santanh Kumar

Title: Associate Prof.

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Annexure - A

Semester 1

1.1 Indian Financial Market (IFM)

Semester 2

2.1 Financial Reporting Analysis & Financial Accounting

Semester 3

- 3.1 Corporate Finance
- 3.2 Marketing & Selling of Financial Products
- 3.3 Security & Financial Services Regulation

Semester 4

- 4.1 Derivatives
- 4.2 Debt Markets
- 4.3 Investment Banking
- 4.4 Simulated Trading

Semester 5

- 5.1 Technical Analysis
- 5.2 Foreign Exchange Markets
- 5.3 Commodities Markets
- 5.4 Elective (Mergers & Acquisitions, Private Equity & Venture Capital, Project finance)

Semester 6

- 6.1 Portfolio Management & Financial Planning
- 6.2 Investment Banking Operations
- 6.3 BSE Industry Mentored Project- Equity Research
- 6.4 Financial Risk Management
- 6.5 Elective (Mergers & Acquisitions, Private Equity &

Venture Capital, Project finance)

48 hours of classroom training will be provided during each subject as mentioned above.

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Proposed Scheme of Instructions Instruction Applicable from June 2017 B.Com. (Hons.) in Financial Markets

Year -1 Semester-I

| S.no. | Paper code | Paper Name | | |
|-------|------------|---------------------------------------------------------|------------|---------|
| 1 | BFM101 | | L+T+P | Credits |
| | | Indian Financial Market (IFM) Business Organisation and | 3+1+0 | 4 |
| 1 | BFM102 | Management | 908050 060 | |
| | BFM103 | Business Law | 4+1+0 | 5 |
| | BFM104 | Computer Fundamental | 4+1+0 | 5 |
| | BFM105 | English | 2+1+0 | 3 |
| | | Citglish | 4+1+0 | 5 |
| | BFM 151 | Computer Fundamental Lab | 0+0+2 | 2 |

Year-1 Semester -II

| S.no. | Paper code | Paper Name | | |
|-------|------------|-------------------------------------------|-------|---------|
| | BFM201 | Financial reporting Analysis and | L+T+P | Credits |
| | BFM202 | Financial Accounting | 3+1+0 | 4 |
| | BFM203 | Micro and Macro Economics | 4+1+0 | 5 |
| | BFM204 | Quantitative Methods & Statistics | 4+1+0 | 5 |
| | BFM205 | Information System Business Communication | 4+1+0 | 5 |
| | BFM 295 | Comprehensive Viva Voce | 4+1+0 | 5 |
| | | Completiensive Viva Voce | | 6 |

Year-2 Semester –I

| S.no. | Paper code | Paper Name | la . | |
|-------|-----------------|------------------------------------------------|--------|---------|
| 1 | BFM301 | Financial Management | .L+T+P | Credits |
| | PARAMETER STORY | Marketing and colling Cri | 3+1+0 | 4 |
| 2 | BFM302 | Marketing and selling of Financial Products | 21110 | 7 |
| 3 | BFM303 | Security & Financial Services | 3+1+0 | 4 |
| 4 | BFM304 | Regulation | 3+1+0 | 4 |
| 5 | BFM305 | Business Data Processing Business Statistics | 2+1+0 | 3 |
| 6. | BFM 351 | Pusiness Statistics | 4+1+0 | 5 |
| | / | Business Data Processing Lab | 0+0+2 | 2 |

AB

Year-2 Semester -II

| S.no. | Paper code | Paper Name | 1 | |
|-------|------------|-------------------------|-------|---------|
| 1 | BFM401 | Derivatives | L+T+P | Credits |
| 2 | BFM402 | Debt Markets | 4+1+0 | 5 |
| 3 | BFM403 | Investment Banking | 3+1+0 | 4 |
| 4 | BFM404 | Simulated Lab | 2+1+0 | 3 |
| 5 | BFM405 | | 0+0+4 | 4 |
| | BFM 495 | Comprehension V. | 4+1+0 | 5 |
| | | Comprehensive Viva Voce | | 6 |

Year-3 Semester –I

| S.no. | Paper code | Paper Name | -1- | |
|-------|------------|---------------------------------|-------|---------|
| | BFM501 | Technical Analysis | L+T+P | Credits |
| 2 | BFM502 | Foreign Evolution 3.6 | 4+1+0 | 5 |
| } | BFM503 | Foreign Exchange Markets | 3+1+0 | 4 |
| | BFM504 | Commodities Markets | 2+1+0 | 3 |
| | BFM505 | Management Accounting | 4+1+0 | 5 |
| | D1 141303 | Investment Banking Operations-I | 3+1+0 | 4 |

Year-3 Semester -II

| S.no. | Paper code | Paper Name | h | |
|-------|------------|---------------------------------------------------|-------|---------|
| 1 | BFM601 | Portfolio Management & Financial | L+T+P | Credits |
| | BFM602 | rianning | 3+1+0 | h |
| 1155 | | Mergers & Acquisitions | 2 | 4 |
| 42 | BFM603 | BSE Industry Mentored Project- Equity Research | | 1 |
| | BFM604 | Financial Risk Management | 0+0+4 | 4 |
| | BFM605 | Investment Popling O | 3+1+0 | 4 |
| * T-1 | | Investment Banking Operations-II | 3+1+0 | 4 |
| | BFM*695 | Comprehensive Viva Voce | | _ |





Dheeraj Gandhi <dhiraj.g@invertis.org>

Fwd: Issues Regarding MOU

Priyanka Awasthi <priyanka.a@invertis.org> To: Dheeraj Gandhi <dhiraj.g@invertis.org>

Thu, Sep 7, 2017 at 2:17 PM

Thanks and Regards. Ms. Priyanka Awasthi, Assistant Professor, Department of Management, Invertis University.

-- Forwarded message -From: Pulock Bhattacharji <Pulock.Bhattacharji@bseindia.com> Date: Tue, Sep 5, 2017 at 2:38 PM Subject: RE: Issues Regarding MOU

To: Saileswar Ghosh <shaileshwar.g@invertis.org>, Priyanka Awasthi priyanka.a@invertis.org> Cc: Kamalpreet Kaur <Kamalpreet.Kaur@bseindia.com>, Vinod Kumar Nair <VinodKumar.Nair@bseindia.com>

Dear Dr Ghosh,

Thanks for your mail and also raising the issues in your trail mail.

As agreed and also discussed with you, we shall be raising the invoice each year in the following manner:

50% at the start of the year, 25% after completion of 50% of the course and the remaining 25% post completion but prior to issuance of the certificates.

As discussed, we will also assist in placement of the students on a best effort basis. There is a subject in the final year of the course called "Industry mentored project" where we shall be involving all the students in a live case study of existing companies in various sectors where industry visits may be required. A separate "Project Certificate" shall be issued by BSE Institute to all the students.

Regards

Pulock Bhattacharji

Vice President

BSE Institute Limited, 101, Aggarwal CorporateTower, 1stFloor, Rajendra Place District Centre, New Delhi 110008

Phone (Direct): 011-25782116

Mobile: 91-9910078976

https://mail.google.com/mail/u/0/?pi=2&ik=dff1e567e&isver=kceat7M83KI en &view=nt&msn=15e5h861c18ca18a&search=inhox&siml=15e5h861

www.bsebti.com

World's Fastest Exchange With A Speed Of 6 Microseconds

From: Saileswar Ghosh [mailto:shaileshwar.g@invertis.org]

Sent: Thursday, July 27, 2017 4:35 PM

To: Pulock Bhattacharji < Pulock.Bhattacharji@bseindia.com>

Subject: Issues Regarding MOU

Dear Sir

We received MOU send by BSE Institute ltd. We have problem in points which we are mentioning below:

Initially we are going to start with 40 students and expecting gradually it will go up to 60 and more. As we are starting this course first time in this region therefore we need to convince parents and candidates both that this course will be highly beneficial for them in future. In whole India this kind of course are not available therefore it is taking time to take off. Once the course will start and word of mouth by students will spread, expecting more admission. Please

Clause no 2.2 Regarding Payment to BIL

MOU mentioning that BIL shall raise the invoice for Rs.20,000/- per students at the beginning of each academic year.

Dear Sir the problem is region is not that much rich, here students pay in instalments. We receive payments in minimum four instalments therefore it will not be possible for us to pay complete amount at the beginning. Please rectify the same as 25% at the beginning, 25% at the mid and rest 50% at the end of the year.

Also i have humble request to you please enter three months industrial training clause by BIL in it.

We are looking forward for your kind cooperation in these changes in MOU from BIL side. We are promising that this venture will bring big name for both of us.

Bareilly

Regards and best wishes

DR SAILESWAR GHOSH HOD-MBA ASSOCIATE PROFESSOR INVERTS UNIVERSITY, BAREILLY

https://mail.google.com/mail/u/0/?ui=2&ik=dfff1e567e&isver=kceat7M83KI.en.&view=nt&msn=15e5h861c18ca18a&search=inhox&siml=15e5h861



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प्रधान मुद्रांक कार्यालय, मुंबई प. मु. वि. क्र. ८००००१० 18 JUL 2016 सक्षम अधिदगरी

श्री. रा. कृ. पोटले

AGREEMENT

THIS Agreement (hereinafter referred to as the "Agreement") is made on the 26th day of July Two Thousand and Sixteen (2016) and entered into:

BY AND BETWEEN:

Invertis University (hereinafter referred to as IU), having its registered building at Invertis Village, NH 24, Post Rajau, Bareilly, Uttar Pradesh- 243123; represented through Mr. Santosh Kumar, Registrar, IU, who is duly authorized to sign and execute this agreement on behalf of IU, the party of the first part

And

BSE Institute Limited (hereinafter referred to as BIL), a wholly owned subsidiary of BSE Limited, incorporated under the Companies Act, 1956 and having its registered office at 25

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Floor, P. J. Towers, Dalal Street, Mumbai - 400001; represented through Mr. Ambarish Datta, Managing Director who is duly authorized to sign and execute this agreement on behalf of BIL 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. IU and BIL shall hereinafter be jointly referred to as the "Parties"

IU, is a leading university of Uttar Pradesh offering wide range of doctoral, post graduate, & under graduate programs in Management, Computer Application, Engineering, Architecture, Applied science & Humanities, Law, Pharmacy, Journalism & Mass Communication, Nursing & Fashion Design along with Diploma programs in Engineering and various other different fields of study established since 1998.

And Whereas

BIL is the learning solutions arm of the BSE Limited. BIL inherits from BSE the knowledge and insights into the capital markets industry, garnered over the past 140 years. BIL offers programs that help learners develop an actionable framework to delve into key aspects of financial markets and regulatory perspectives, with the main commitment to bring to the forefront current and evolving practice of business to reflect the realities of the marketplace.

AND WHEREAS

The parties of the first and second part have appreciated each other's objectives in promoting excellence, inter alia, in education in common area of interest and are desirous of entering into an agreement for mutual benefit. They wish to come together for delivery and dissemination of education in the Capital markets and Finance sectors to the students of IU.

IU wishes to set up a BSE Institute Limited (BIL) Center of Excellence at its premises located at Bareilly, UP.

IU and BIL, in joint collaboration, propose to launch several BSE certified courses details of which is mentioned in Annexure A, starting with a 75 hrs course on Financial Modelling.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. DEFINITIONS

For the purpose of this agreement between IU and BIL, the following terms shall have the meaning as stated here-in-under:-

- a) Campus: Campus for the purpose of this course would include IU campus and BIL campus at Mumbai
- b) Candidate: Candidate shall mean any person who has applied for and registered for the course jointly conducted by IU and BIL at the IU campus.
- Course: Course in the present context is defined in Schedule 1

d) Course Fees: Course fee shall mean the prescribed fees paid by each candidate in order to register for the course which shall include examination fees for only first attempt.

e) Confidential Information: Confidential Information shall mean and include the following 01 information:

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- Either party's proprietary technology and/or software in all versions and forms of expression irrespective of its registration
- Any manuals, notes, documentation, technical information, drawings, diagrams, specifications or formulas
- Any information regarding current or proposed courses, course outline, material, candidates details, business data, financial data or marketing data which are not intended for distribution
- Any other information that is clearly marked as confidential information
- "Revenue Share": The Amount calculated in accordance with Schedule 2
- g) "Currency": INR
- h) "Notice": Notice complying with the terms of clause 7
- "Term": From the Commencement Date until the Expiry Date or termination whichever is
- "Student": Student shall mean a person who is admitted under an undergraduate degree course and has expressed his interest to undertake the course offered by BIL and has been enrolled/ admitted in the course offered by BIL by paying requisite fees.

And whereas the parties have mutually agreed to the following terms and conditions for launching the course at the IU campus.

2. COURSE DETAILS

IU and BIL have mutually agreed to the following terms as regards the course details to be jointly offered by them.

2.1 Eligibility for certification

To be eligible for the BSE Institute 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. 2.
- 3. Score of at least 50% marks in the end term project work.

Students who fail to secure the qualifying marks will be allowed to reappear only once for the examination conducted by BIL/IU with the next batch after paying an extra fee of INR 2000 (over and above the course fee).

2.7 STUDY MATERIAL

It is agreed between IU and BIL that the study material for the course shall be prepared by BII, and the same shall be shared with the students. It is also agreed that as part of the course BIL

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shall give to the students a book dealing with relevant and important legislations pertaining to the course.

2.8. COURSE CERTIFICATION

The candidates enrolled for the course shall be eligible to receive certificate only if they have shown consistent performance and successfully completed the course by passing the evaluation and examination which will be conducted by BIL. The certificates to the successful candidates will be issued jointly by IU and BIL.

The evaluation norms will be jointly decided by both the Parties.

2.9. MODE of EXAMINATION

The mode of end term examination shall be written conducted by BIL and held at IU campus.

2.10. COURSE INTAKE CAPACITY

Maximum number of candidates who can be enrolled for the course per batch shall not exceed 60 and the minimum batch size shall be 30 students.

2.11. COURSE FEE

The course fee shall comprise of base course fee which shall be Rs. 10,000/- (Ten Thousand only) per candidate plus service tax and other taxes which shall be applicable from time to time. Base course fee can be revised in the future by mutual agreement between IU and BIL. Renewal of the course fee shall form the part of the present agreement.

3. RIGHTS AND OBLIGATIONS OF IU

It is agreed between IU and BIL that for the purpose of this agreement, rights and obligations of IU shall comprise of the following:

3.1 INFRASTRUCTURE

IU shall provide all the infrastructural facility for conducting the course on IU campus. IU shall provide a class room with audio visual facility for conducting the lectures.

3.2 COURSE PUBLICITY

IU shall assist BIL in publicizing the course by sending mails, brochures and assisting in organizing introductory seminar. However, IU shall consult BIL before undertaking any kind of marketing or creating publicity of the course in particular where it involves BSE's name and logo or both.

3.3. COORDINATION

IU shall admit candidates for the course collect the course fee and conduct the course at IU Premises. IU shall coordinate with candidates and faculty regarding the lecture schedule, timings, evaluation and conducting of examination. IU shall in its best endeavor resolve queries of candidates

3.4 COURSE FEE

IU shall collect the course fee from the candidate and shall remit the part due to BIL on completion of the course, as per mutually agreed terms and conditions. IU shall transfer 25% of the fees, net of taxes collected from the students enrolled to the Course to BIL before the start of the Batch. The remaining share shall be finalized and transferred by IU to BIL within 15 days of the end of the batch.

3.5 CANDIDATE DETAILS

IU shall provide to BIL complete details of the candidates within 15 days of the closure of admission. Admissions shall usually close before commencement of the course. Registrar Invertis University

3.6 FACULTY AND SUPPORT STAFF

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New Section 55 Page 8

IU shall appoint the Faculty-in-charge; Coordinator and Support Staff on appropriate remuneration for the purpose of conducting the course

4. RIGHTS AND OBLIGATION OF BIL

It is mutually agreed between IU and BIL that shall have the following rights and obligations for the purpose of this agreement.

4.1 COURSE OUTLINE

BIL shall prepare detailed course outline on the modules set out in clause 2.6 and send it to IU. The detailed course outline shall be prepared taking into consideration the recent legislations relating to the course. BIL shall provide each candidate with the detailed course outline at the commencement of the course.

4.2 FACULTY

The faculty for the course shall be arranged by BIL. BIL shall share the details of the faculty members with IU and faculty in-charge for the purpose of co-ordination of the course.

4.3 COURSE SCHEDULE

The course schedule i.e. the lecture schedule shall be prepared by BIL in consultation with IU and the same shall be shared with candidates at the commencement of the course. The lectures for the course shall be scheduled on Thursday, Friday and Saturday only.

4.4 COURSE MATERIAL

BIL shall prepare the study material to be given to candidates. The study material should be updated in the light of prevalent legislations relevant to the course.

4.5 PROMOTIONAL ACTIVITY

BIL and IU shall be jointly responsible for the promotion of the course. However, in promoting the course, BIL shall not use any logo or name of IU without written consent of IU. As a part of promotional activity, introductory seminar, bulk mails, links on the websites, posters to the colleges and press release shall be organized by BIL in association with IU.

4.6 COURSE EXAMINATION

BIL shall be responsible for setting question papers and assignments for the purpose of evaluation and examination as mentioned in clause 2.8 herein above. BIL shall also get the same evaluated by the Subject Experts. The exams will be conducted by IU at IU Campus.

6. INDEMNITY

Either party shall indemnify, defend, protect, hold harmless, and release the other party, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party.

7. INTELLECTUAL PROPERTY RIGHTS

IU shall not use name or logo of BIL or BSE without their written consent. IU shall not have any copyright on the study material of the course prepared and distributed by BIL. It is agreed between IU and BIL that neither party during the course of this agreement shall desire nor intend to transfer any intellectual property rights whatsoever with respect to any information that is proprietary. It is further agreed that the right, title and interest in and to all intellectual property in the course outline and study material as well as in the Term BIL or "BIL" or "CCSL" shall vest with

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BIL. IU may use the logo and name of BIL for the purposes of this course only by taking prior written permission from BIL for every such use.

The parties acknowledge and accept that they shall not acquire any rights, title or interest in either party's trademarks, patents, copyrights, ideas, methods and designs.

8. CONFIDENTIALITY

It is agreed between IU and BIL 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 without prior written consent to the other party.

9. REPRESENTATION AND WARRANTY

Either party to this agreement represents and warrants that it is duly established under the prevalent law in force at the time of establishment and the signatories to the agreement have the right and authority to sign the agreement representing their respective institutions.

10. TERM

This agreement shall remain in force for an initial period of 3 years unless it is renewed for a further period as mutually agreed by the parties.

11. TERMINATION

Breach of this agreement by either of the parties shall terminate this agreement. In addition to this it is mutually agreed between IU and BIL that either party can give a prior notice of 90 days to terminate the contract. It is further agreed between the parties that irrespective of the termination of the contract, if the course is in progress it shall be obligatory on the part of IU and BIL to ensure the completion of the course according to the above mentioned terms and conditions.

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.

13. 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 required 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 or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, BIL and IU 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 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 Mumbai. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

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13. HEADINGS

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

14. ALTERATION

Any alteration, modification or addition to this agreement or waiver of any of the terms hereof shall be valid made by mutual consent of both the parties in writing.

15. 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.

16. SERVICE

Any notice or communication by either party shall be in writing and shall be sent by email or fax or post at the address mentioned below. The notice or communication shall be deemed to have been served when delivered by hand or within three days after delivery has been sent by prepaid post/courier at the below mentioned address and notices and communication sent by facsimile or email shall be deemed to have been served immediately upon receipt.

ADDRESSES FOR SERVICE OF NOTICE OR COMMUNICATION

BSE INSTITUTE LIMITED

Mr. Ashok Patel, Chief Financial Officer, 18th Floor, P. J. Towers Dalal Street, Fort, Mumbai - 400001 Phone No. 22728094 Email Id. ashok.patel@bseindia.com

INVERTIS UNIVERSITY

Mr Santosh Kumar, Registrar NH -24, Post – Rajau, Bareilly, UP - 243123

Email: santosh.k@invertis.org

17. Joint Working Committee:

The Parties may establish a "Joint Working Committee" (hereinafter referred to as "JWC") to manage and execute the cooperative activities mentioned in this Agreement. The members of the JWC shall constitute the Managing Director of BIL (or his nominee) who will be the Chairman and a representative from IU (or his nominee) who will be the Co - Chairman. Each party will nominate appropriate personnel to discuss and promote detailed cooperation activities for the implementation of this Agreement. When necessary and as mutually agreed, the parties may hold working meetings. The meetings may be conducted at a venue mutually decided by both or even through modern means of communication such as Video conferencing, Tele-conferencing and such other means of communications that may be available and mutually decided upon.

One Party shall notify the other Party of any modification in writing in case of change in the olassigned personnel.

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JWC may constitute an Expert Committee to ensure quality, standards and observance of rules for all academic matters related to curriculum and evaluation for Joint Programs on a periodic basis

[Remainder of page intentionally left blank; signature page to follow.]

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IN WITNESS WHEREOF both the Parties through their duly authorised representatives signed this Agreement on this the 26th day of July, 2016.

SIGNED and DELIVERED by, for and on behalf of Invertis University "IU". SIGNED and DELIVERED by, for and on behalf of BSE INSTITUTE LIMITED "BIL"

Authorized Signatory

Name: MR. SANTOSH KUMAR

Registrar

Invertis University

Title: Registrar

Authorized Signatory

Name: MR ASHOK PATEL 100

Title: Chief Financial Officer

In Presence of Witness:

Name: Dr. Saleswar Ghosh

Title: HOD-MBA

In Presence of Witness:

Title: Dean - Management

SCHEDULE 1

- 1. Course Names: Integrated Financial Modeling ("IFM"); Integrated Program on Currency, Commodities & Derivatives ("IPCCD"); Global Financial Management Program ("GFMP")
- 2. Course Duration: IFM: 75 hrs, IPCCD: 100 hrs; GFMP: 420 hrs.
- 3. Evaluation: BIL will conduct exams at the end of each semester
- 4. **Certification:** Certificate shall be provided by BSE Institute Limited to students completing the program successfully
- 5. Student: A person who is admitted under an undergraduate degree course and above
- 6. Topics covered: As per Annexure A
- 7. Course Price: Integrated Financial Modelling (IFM): Rs 10000 (plus tax) per student

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ANNEXURE A

Financial Modeling Course (75 hrs.)

Module1: Introduction to Financial Modeling and Spreadsheet Essentials (15hrs)

- Introduction to Financial Modeling
 - · Strengths and weaknesses of spreadsheets
 - · Golden rules of spreadsheet design
 - · Do we make the most of modeling?
- Spreadsheet essentials
 - · Lookup and reference functions
 - NPV and IRR functions
 - · Data tables
 - IF function
 - · Excel Skils Shortcuts, Formulas, Array Function and Pivot Tables
 - VBA
 - Macros
 - · Simple exercise/models in excel

Module 2: Integrated financial modeling I (Data, cost and revenues) (20 hrs)

Frameworks and concepts covered

- Data Collection and Data Structuring
- Preliminary Scrutiny of the Data and Information
- Understand the Business Model and Operating Model
- Modeling the Historical Statement
- Business Drivers Identification and Modeling
- Modeling Assumptions for Future Action
 - · Modeling Revenue Build-up projecting the future revenues
 - Modeling Cost Build-up projecting the future cost
 - · Modeling the Asset Schedule

Module 3: Integrated financial modeling (Financial statement analysis) (20hrs)

- Equity Modeling Equity Infusion
- Modeling Paid Up Capital and Share Premium Account
- Modeling Retained Earning Schedule
- Modeling the projected P/L and BS
- Modeling the projected Cash Flow Statement
- Conducting Covenant Testing
- Performing Ratio Analysis

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- WACC and Cost of Equity Analysis
- Performing Valuation using DCF (FCFF & Enterprise Value) and Comparable analysis (Relative Valuation)

Module 5: Measuring Risk (10hrs)

- Estimating betas with regression analysis
- Using daily, weekly, and monthly data
- Testing market efficiency
 - With regression analysis
 - · With pivot tables
 - Recording and editing macros

Module 6: Advanced risk analysis (10hrs)

- · Sensitivity, Scenario
- Monte-Carlo simulation
- Risk analysis of discounted cash flow models
- Spreadsheet features
 - Using @Risk for Monte-Carlo simulation
 - Combining macros with @Risk

Case study 1 Case study 2 Case study 3

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रूड़की .247667, उत्तराखण्ड, भारत

Indian Institute of Technology Roorkee Department of Electrical Engineering

Roorkee -247667, (UTTARAKHAND), INDIA

प्रो॰ आर॰ एस॰ आनंद, Prof. R.S. Anand

Dated: July 17, 2020

: +91-1332-285590 (O)

: anandfee@gmail.com

TEL

The Dean Academics
Invertis University
NH-24, Dekhi-Lucknow Highway, Bareilly-243123

Sub: Virtual Labs Nodal Centre

It gives me immense pleasure to inform you that your Institute is approved as a nodal center further till 31st December 2020. As per your EOI form, **Mr. Mon Prakash Upadhyay** will continue to act as the Nodal Coordinator from your college. This approval is valid subject to the following terms and conditions and any subsequent directives as issued by MHRD from time to time:

- 1. Approved status of AICTE/STEB/UGC is mandatory for your college.
- 2. The necessary infrastructure (dedicated space having personal computers with 1Mbps broadband internet connectivity) to be maintained at your own cost for Virtual Labs.
- 3. Nodal centers will get operational, technical and limited financial support as given below.
- 4. Nodal Coordinator will get an honorarium of Rs.5000/- at the end of semester after submission of usage report of Virtual labs from the Institute, duly signed by the Director/Principal of the Institute.
- 5. Each Nodal Centers will organize at least one workshop per semester as an outreach activity of Virtual Labs.
- 6. Students are not to be charged any extra fee for providing Virtual Labs facility for their usage.
- 7. Nodal Coordinator should attend the meeting held at IIT Roorkee as per schedule when invited.
- 8. A semester-wise report of Virtual labs usages and feedback by the faculty members and students should be submitted by the nodal coordinator.
- Strict adherence to the standard lab procedures and cyber security laws need to be followed while performing the Virtual Lab Experiments.
- 10. Any violation of the above will result in automatic cancellation of Nodal Centre status of your Institute/College without giving any notice.

Kindly acknowledge the receipt of this letter and the acceptance of the terms & conditions mentioned above.

We thank you again for your interest in the Virtual Labs project and appreciate your endeavor in the service of the student community.

Wish you all the best!

(Dr. R.S. Anand)

Principal Institute Coordinator Virtual Labs, IIT Roorkee

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered on the 29 day of Free 2007

By and Between

CADD Centre Training Services Pvt. Ltd, having its office at No. 91, Dr. Radhaddisham Salai, Gee Gee Crystal, 8th Floor, Office No. 8C & 8D, Mylapore, Chennai – 600004 (hereinalter referred as "CADDCentre," for the sake of brevity) and represented by its Centre Manager Mr. ShashankSaxena& Centre Coordinator FalguniPathakhave the training centre at Coordinator FalguniPathakhave the training centre at

And

RajauParaspur, Uttar Pradesh 243123) and represented by its DEAN ACADMIC/DIRECTOR), (First Successors in office and assigns) (Dean)

Objectives of the Collaboration:

- To provide employable skills to the students of INVERTIS UNIVERSITY.
- Make the student aware of the latest tools and techniques in order to keep them industry ready at the end of their course.
- . Offer the course at an affordable price to the students of INVERTIS UNIVERSITY.
- Increase the employability of the student and maximize on the placement opportunities available.
- To build / improve the confidence level of the student to face the challenges of real time.

This Memorandum of Understanding is to conduct a Unique, Step – By – Step, Systematic, and Employable Skills Development Program for the students of INVERTIS UNIVERSITY towards achieving the objective of maximizing the employable opportunities for students of the INVERTIS UNIVERSITY.

This Memorandum of Understanding states the terms and conditions under which the Trainings shall be conducted by CADD Centre, Bareilly at the premises of INVERTIS UNIVERSITY and lists herein the respective responsibilities of both parties.

While it is mandatory for the student to have undergone the complete course as mentioned in ANNEXURE 1 to be eligible for an ADVANCE CERTIFICATE, in case he/she opts out due to any reasons an appropriate certificate will be issued for only for that course completed by the student. Students will not be eligible for Certification for the courses that they have not completed.

Neither CADD Centre nor CADD Centre's Business Partner will issue "Certificate of Completion" to the successful student, if full payment is **not** made.

JURISDICTION

All matters, queries, disputes or differences, whatsoever, arising between the parties touching the construction, meaning, operation or effect of this Memorandum of Understanding or out of or relating to this Memorandum of Understanding or breach thereof shall be settled through arbitration in accordance with the relevant Arbitration Act in force at such time. The Arbitration award shall be binding on both parties.

VALIDITY

For: INVERTIS UNIVERSITY

in this Institute of Engineer

INVERTIS UNIVERSITY

Both INVERTIS UNIVERSITY and CADD Centre shall have the rights to terminate this MOU by providing THREE months' notice in writing on their respective letter head. Termination of this MOU for whatever reason shall be without prejudice to the rights of either party and of the students and the ongoing academic programmes.

This Memorandum of Understanding will be valid for a period of <u>o1</u> year.

This Memorandum of Understanding shall come into effect from August 20, 2018

For: CADD Centre

Name: Designation: Dean - Broggl Tell

Name- Miss Falguni Pathak
Designation: Centre Coordinator