

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made on this 30<sup>th</sup> day of November 2023 (the “Effective Date”) at Lucknow

### BY and BETWEEN:

**Indian Industries Association** is an apex representative body of Micro, Small and Medium Enterprises (MSME) with a strong membership base of about 12000 Micro, Small and Medium Enterprises (MSMEs). IIA has been a member of National Board of MSME as well as an accredited association from NABET, QCI with GOLD GRADE with its Head Office at IIA Bhawan, Vibhuti Khand, Phase II, Gomtinagar, Lucknow - 226010 (hereinafter referred to as the “**IIA**”) of the FIRST PART,

### And

**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 (hereinafter referred to as the “**NSE Academy/NAL/Company**”), of the SECOND PART.

IIA and the Company shall individually be referred as a “**Party**” and collectively as the “**Parties**”.

### WHEREAS

- A. NSE Academy, being a wholly owned subsidiary of National Stock Exchange of India Limited (NSE), carries out several educational initiatives such as certification programs, investor seminars, development of educational materials on financial markets etc. NSE Academy promotes financial literacy and skill oriented financial markets courses.
- B. IIA's has an extensive network of more than 50 chapters spread in most of the industrialized districts of U.P, Delhi, Uttarakhand and surrounding states.
- C. The Parties intend to work together for developing a strategic relationship between them and to collaborate in areas of providing Financial and Investor Awareness Trainings for the MSME Members and Employees of MSME Members,

- D. The Parties agree to enter into a non-financial, non-binding MOU for facilitating Skill building and Financial and Investor Awareness training to MSMEs, and Member of IIA.
- E. The Parties desire to record the terms and conditions of the Proposed Initiative under this MOU.

**The Parties hereby agree as follows:**

**1. Scope of Work, Roles & Responsibilities:**

1.1. The Parties will explore collaboration opportunities for the areas of co-operation envisaged as follows:

- a) To conduct pro bono Financial and Investor Awareness programs for the all the MSME Members, their staff and employee of IIA by offering programs to registered/enrolled candidates/participants ("**Participant/s**")
- b) To build skills in finance and equip Participants with foundational knowledge of personal finance & investing and to help organisations face specific challenges and requirements to improve financial literacy and awareness and entrepreneurship traits.
- c) As part of the programs, every Participant will be provided training and a completion certificate.
- d) The program will help the Participants for taking the informed decision & managing their personal finance and build Entrepreneurship skills.

**NSE Academy shall** be responsible for:

- (i) Designing content / Topics for the Training Program along with AMC Partner.
- (ii) Program Duration – upto 180 mins
- (iii) Pedagogy for delivery
- (iv) Delivery of the Training Program – Offline / Online
- (v) Program Fee per Participant – Complimentary for all the participants for all the MSMEs under IIA.

**Indian Industries Association (IIA) shall** be responsible for:

- (i) Roll out a directive to MSME Members to be part of this initiative with NAL.
  - (ii) Connecting with Head of all the MSME organization under Indian Industries association with NSE Academy Officials.
  - (iii) Help in galvanizing the participants through MSMEs.
  - (iv) Helping in promoting the program and registration process.
- To provide feedback on the program to improve overall participant experience.

2. **NO AGENCY**

Nothing in this MOU shall be deemed to constitute a partnership between the Parties or constitute any Party the agent of any other Party.

3. **PUBLICITY**

The Parties agree, for themselves and their respective affiliates, that neither of them will make, issue or release any public announcement, press release, statement or acknowledgment of the existence of, or reveal publicly the terms, conditions or status of this MOU and/or the any proposed initiative without the prior written consent of the other Party, unless such disclosure is required by law.

A prior written consent shall be taken of the other Party before making any public announcement or press release, it is not a restriction on publicity but merely a measure to ensure both parties are equally informed about any/all promotions or publicity.

4. **REVIEW OF EVENTS AND ACTIVITIES**

The events and activities arising out of this MOU may be reviewed, as may be mutually agreed upon by the Parties, from the perspective of the outputs and outcomes envisaged. The scope, venue, frequency, and duration of such reviews shall be discussed and mutually agreed upon by the Parties, from time to time.

5. **TERM AND TERMINATION**

- 5.1 This MOU shall come into effect from the Effective Date and shall remain valid and in force for a calendar duration of (two) years unless terminated by either Party in accordance with the terms of this MOU.
- 5.2 This MOU may be terminated by either party without assigning any reason by serving 60 days written notice to the other Party without jeopardizing the ongoing collaborative programs.
- 5.3 Notwithstanding anything contained herein, either parties shall have the right to terminate the Agreement forthwith or within such period as may be specified in the event of receipt of directions from any regulatory authority or such other authority whose directions are binding upon the IIA & NAL.

6. **INDEMNITY**

In no event shall either Party or any of their officers, directors, employees, agents, independent contractors, affiliates, and shareholders be liable for any indirect, consequential, or special damages suffered by the other Party under this MOU.



7. **AMENDMENT**

Any amendment to this MOU may be made by the Parties by mutual consent, and in writing during the validity of this MOU. Such amendments shall become an integral part of this MOU. Such amendments in two sets, may be signed by the authorized signatories of the Parties, and exchanged in original. The amendments shall become effective from the date of the two signatures, whichever is later.

8. **NOTICES**

Each Party shall from time to time appoint a contact to be responsible for facilitating the co-operation between the Parties and coordinating the exchange of information on the terms hereof as contemplated between the Parties. The principal points of contact for the Parties as of the date of this MOU shall be:

**For NAL:**

Name : Mr. Abhilash Misra *JASMEET CS.*  
Designation : Chief ~~Executive~~ Officer, NSE Academy Limited  
Address : National Stock Exchange of India Limited  
Exchange Plaza, C-1, Block G, BKC, Bandra ( E ), Mumbai - 400051  
Telephone : 022-26568100  
E-mail : abhilash.misra@nse.co.in

*J Chandhokshindikar*

**For Indian Industries Association**

Name : Mr. Neeraj Singhal  
Designation : President, Indian Industries Association  
Address : Vibhuti Khand Road, Near Ritz Restaurant, Vibhuti Khand, Gomti Nagar,  
Lucknow, Uttar Pradesh 226010  
Telephone : 9810134849  
E-mail : president@iiaonline.in

In the event that one Party changing its principal point of contact, it shall inform the other Party in writing as soon as is reasonably possible.

9. **GOVERNING LAWS AND JURISDICTION**

All disputes arising from this MOU shall be governed and constructed in accordance with the laws of India with the courts at Mumbai having exclusive jurisdiction in all such matters.



10. NO AGENCY

Nothing in this MOU shall be deemed to constitute a partnership between the Parties or constitute any Party the agent of any other party.

IN WITNESS WHEREOF, this MOU is signed in two sets by the Parties through their authorized representatives here below, on the day, month and year first mentioned hereinabove and the Parties retaining a set each.

<p><b>NSE Academy Limited</b></p> <p>NAME: Mr. Abhilash Misra</p> <p>DESIGNATION: Chief Executive Officer</p> <p>SIGNATURE:</p>  <p>WITNESS:</p> <p>1. ....</p>  <p>2. ....</p> 	<p><b>Indian Industries Association</b></p> <p>NAME: Mr. Neeraj Singhal</p> <p>DESIGNATION: President</p> <p>SIGNATURE:</p>  <p>WITNESS:</p> <p>1. ....</p>  <p>30/11/2023</p> <p>2. ....</p>  <p>30/11/2023</p>
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