

**Memorandum of Understanding (MOU)**  
**for**  
**Pilot Project on Commodity Connect Program (CCP)**

**Between**

**NCDEX Investor (Clients) Protection Fund Trust**

**&**

**Institute for Excellence in Higher Education, Bhopal**

This **Memorandum of Understanding** (hereinafter called "MOU") is made and executed on this day of **1st March 2023**.

**BETWEEN**

**NCDEX Investor (Clients) Protection Fund Trust**, a Trust registered under the Bombay Public Trusts Act, 1950 duly authorized on behalf of the trust and having its registered office at First floor, Ackruti Corporate Park, L.B.S. Marg, Kanjurmarg (W), Mumbai 400078 (hereinafter referred to as "**NCDEXIPFT**" which expression unless repugnant to the context thereof shall mean and include its successor-in-office and permitted assigns) of the "**ONE PART**";

**AND**

**Institute for Excellence in Higher Education** (hereinafter referred to as the "**INSTITUTE**" of the **SECOND PART**).

**NCDEXIPFT** and **INSTITUTE** shall be collectively referred to as the "**Parties**" and individually as the "**Party**"

**WHEREAS,**

- a) National Commodity & Derivatives Exchange Limited (NCDEX) is a national level online commodity derivatives Exchange incorporated under the Companies Act, 1956 and provides online platform for trading in various commodities to the participants of NCDEX and also accomplish the objectives of NCDEXIPFT.
- b) NCDEXIPFT is a Trust incorporated under the Bombay Public Trusts Act, 1950 and generally desires to improve and promote the understanding of the benefits of commodity derivatives across various stakeholders and conduct market research, to improve and promote the understanding of Commodity derivatives ecosystem.

**AND**

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**INSTITUTE:** Institute for Excellence in Higher Education is a sought-after institute in Madhya Pradesh established in 1995. Institute conducts various seminars and workshops that help students learn about new trends and topics as well as interact with experts in respective fields.

**OBJECTIVES:**

1. **NCDEXIPFT and INSTITUTE** have reached a consensus, as written below, to run the pilot project- Commodity Connect Program (CCP) with Universities / Colleges with the objective of creating awareness among students to equip them with better understanding and appreciation of the role of commodity derivatives such that they are better skilled for their potential careers.

**2. MUTUAL COOPERATION UNDER THE MOU**

- 2.1 To accomplish the objectives mentioned above, NCDEXIPFT and INSTITUTE will cooperate with each other in the following areas:

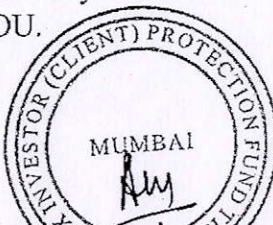
- a) To promote and conduct courses under the pilot project on Commodity Connect Program (CCP) at Universities/Colleges.
- b) Provide support for offline / online delivery of course session at Universities/Colleges.
- c) Get the course delivered by engaging trained resources from the academia and industry at University/College as per agreed terms.
- d) Adopt the agreed SOP for conducting the programs as per "Annexure A".

- 2.2 The parties will liaise and cooperate with each other when deemed necessary on other issues of mutual concern.
- 2.3 The Institute shall ensure the course content under NCDEXIPFT is restricted for awareness purposes only. The use of content for any commercial purpose is strictly prohibited.
- 2.4 The Institute shall ensure no fee will be charged to the students for participating in the pilot CCP course under NCDEXIPFT.
- 2.5 The institute shall be responsible and accountable towards scope of work which is assigned to them.
- 2.6 Participation certificate to the students will be issued post successful completion of the course.

**3. TERM AND TERMINATION.**

- 3.1 This MOU will come into effect and shall be valid for a period of five years from the date of execution by the parties.
- 3.2 The parties if so desire to continue the arrangement, may renew the agreement for further period by way of a written document on or before the expiry date of this MOU and such renewal shall be valid only if the terms of extension of the MOU for a further period is agreed in writing between the parties and duly stamped and signed by the authorized signatories of both the parties.
- 3.3 This MOU may be terminated unilaterally by giving seven (7) days prior written notice in advance by either Party to the other Party via email or letter at any time during the term of this MOU.

**4. COMMON COVENANTS**



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- 4.1 Both parties agree not to disclose the terms of this MOU to any other party unless the same is required to be produced before any court of law or statutory authorities. In case the terms of the MOU are required to be disclosed by either party to any court of law or to any statutory authority, then the concerned party agrees to keep the other party informed of the same.
- 4.2 The Parties agree to render necessary support wherever applicable and subject to necessary approval from the relevant regulatory bodies.
- 4.3 This MOU is based on the abovementioned understandings, and the Parties have agreed to collaborate together under the terms of this MOU only for the specified purposes of providing educational services to students/candidates as agreed herein.

## 5. LEGAL EFFECT

- 5.1 The parties are bound by the confidentiality obligation and the confidentiality obligations shall continue to bind, unless terminated.
- 5.2 This MOU shall not impose any obligation on either party other than what is agreed herein between the parties under the terms of the MOU.
- 5.3 Further, both parties understand that this MOU is an expression of goodwill aimed at developing and building a relationship of mutual cooperation between the parties to achieve the objective of education and enhancing the knowledge of students/candidates by conducting skill development programmes in commodity management segment.

## 6. FORCE MAJEURE

- 6.1 Neither Party shall be liable to meet contractual obligations under this MOU due to force majeure.
- 6.2 Force Majeure shall mean & include such unforeseeable occurrences beyond the reasonable control of a Party such as Act of God, Strike, War or war like conditions, riots, sabotage, terrorism, acquisition or embargo or restriction by or actions, omissions or interventions of public authorities including but not limited to changes in laws, epidemics and pandemics among others.

## 7. SEVERABILITY

In the event that any terms, conditions or provisions of this MOU is held to be in violation of any applicable laws, statutes or regulations the same shall be deemed to be deleted from this MOU and shall not affect the validity or enforceability of the remaining rights, duties and obligations which the parties may have on the other under this MOU.

## 8. ENTIRE MOU

The Parties hereto acknowledge that this MOU constitutes the entire understanding and MOU agreed between the Parties on the subject matter herein contained and shall supersede, cancel and replace all prior MOUs, arrangements, understandings or agreements, if any, whether oral or written, between the Parties hereto with respect to the subject matter hereof.

## 9. COUNTERPARTS



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This MOU may be executed in duplicate, each of which shall be deemed to be an original, but both together shall constitute one and the same MOU.

#### 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Nothing in this MOU shall be construed as a grant of license or assignment of any rights in any intellectual property from one party to the other party.
- 10.2 All Intellectual Property Rights in form of patents, copyright, registered designs, trademarks, knowhow and service marks (whether registered or not), database rights, design rights, moral rights and other property rights in jurisdictions where this MOU is applicable or otherwise, including similar rights as the foregoing, including those subsisting in inventions, drawings, performances, software, semiconductor topographies, business names, and in applications for the protection of any of the foregoing, vested with either Party shall continue to vest with that Party.


#### 11. NOTICES

- 11.1 All notices relating to this MOU will be sent by registered post/speed post or by fax or delivered in person to the addresses specified as under or to such other addresses as may be notified by either Party to the other or to the last known address.
- 11.2 Notices will be deemed to be received on proof of delivery or seven (7) days after being sent whichever earlier.

#### 12. GOVERNING LAW & JURISDICTION

This MOU shall be governed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

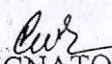
For and on behalf of  
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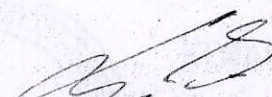
  
AUTHORISED SIGNATORY

Name: Ms. Aditi Mukherjee  
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Resources  
Phone: +9122 6640 6789

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aditi.mukherjee@ncdex.com

For and on behalf of  
Institute for Excellence in Higher Education,  
Bhopal

  
(AUTHORISED SIGNATORY) 15.2.23  
Name: Dr. H. B. Gupta  
Designation: prof HOD, Eco-  
Phone: 9826056506  
Email ID: gupta.hb@yahoo.co.in

  
Director  
Institute for Excellence In Higher  
Education, Bhopal (M.P.)