

General Terms & Conditions:

AGENCY hereby agrees and confirms that it has read, understood and accepted the following general terms and conditions which form part of the RFP document and are also available at <https://www.nseindia.com/nse-foundation/terms-of-reference>:

1. AGENCY represents and warrants to perform the Services in good faith and in a professional manner. AGENCY will render the Services in accordance with the timelines mentioned in the Engagement Letter or otherwise agreed between the parties in writing.
2. AGENCY shall ensure that the engagement team of AGENCY shall possess such expertise and qualifications as set out in the RFP. In addition, AGENCY shall ensure that the Services are duly and appropriately performed in accordance with the specifications and requirements as detailed in the RFP.
3. AGENCY agrees to complete the assignments and deliverables, as set forth above, in accordance with the terms of the Engagement Letter in a timely manner as agreed between AGENCY and NSE Foundation in writing.
4. AGENCY shall adhere to the specifications and requirements of NSE Foundation and, to the extent applicable and if required, AGENCY shall comply with the guidelines, as may be provided and stipulated by NSE Foundation to AGENCY from time to time for purpose of performing the obligations under this EL. AGENCY shall while discharging its obligations under this engagement comply with all the applicable laws (including Companies Act, 2013 (as amended) and rules framed thereunder (including Companies (Corporate Social Responsibility Policy) Rules, 2014, as amended)
5. AGENCY agrees and confirms that it complies with shall continue to comply with all relevant requirements of the applicable data protection legislations including all statutes, enacting instruments, regulations, decisions 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 (as may be amended from time to time) and applicable rules framed thereunder ("**Data Protection Legislations**"). AGENCY specifically agrees and undertakes to ensure that data/information (including sensitive personal data) is obtained strictly for the purposes of the Agreement and the same is used/shared/stored strictly in accordance with the aforesaid Data Protection Legislations. Further, AGENCY agrees to delete and destroy all sensitive personal data obtained by it in accordance with the applicable Data Projection Legislations.
6. This engagement is temporary and, on a principal,-to-principal basis and does not and shall not be deemed to constitute a partnership or joint venture or agency. The personnel of AGENCY shall be the employees/personnel of AGENCY and only AGENCY shall be responsible/liable for complying with all applicable labour laws for such employees/personnel.
7. AGENCY agrees and acknowledges that any and all material, technical knowhow, plans, proposals, related to the assignments/deliverables including but not limited to presentations, articles, ideas, proposals, reports, studies, pertaining to the Services rendered by AGENCY under this EL shall be the sole and exclusive intellectual property of NSE Foundation only. It is clarified that AGENCY will not acquire any right, title, or interest in trademarks, trade names, service marks, copyrights, patents, ideas, concepts, designs, specifications, models, processes, software systems, technologies, and other intellectual property owned or developed by NSE Foundation/NSE group. AGENCY represents and warrants to NSE Foundation that,

the content, materials, models, processes, other techniques or know-how comprised/contained in the deliverables rendered by AGENCY shall not at any time infringe, in any manner, any copyright, patent, trade secret or other property or intellectual property rights of any third party. In this regard, AGENCY agrees that NSE Foundation shall be entitled to use the contents of the Report/ deliverables generated under this engagement for any purpose whatsoever without any restriction/limitation.

8. AGENCY will exercise all reasonable care and due diligence in carrying out Services under this engagement and shall not divulge/disclose any Confidential Information (as defined below) which AGENCY acquires/obtains in the course of this engagement provided that AGENCY may disclose such Confidential Information if permitted by NSE Foundation in writing or if such disclosure is required by applicable law or regulation provided that AGENCY shall give NSE Foundation reasonable written notice prior to such disclosure, subject to applicable law, so that NSE Foundation may seek a protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained, or NSE Foundation waives compliance with the terms of this EL, AGENCY shall furnish only that portion of Confidential Information which is legally required and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information to the extent possible. NSE Foundation shall be the sole and exclusive owner of Confidential Information and AGENCY agrees to protect and safeguard the same. For the purpose of this engagement, "**Confidential Information**" shall mean and include, *inter alia*, all copies of information/ materials/data provided to by NSE Foundation to AGENCY or made available to AGENCY, during the subsistence of this engagement, whether stored or communicated through email correspondences; all intellectual property rights of NSE Foundation including but not limited to trademarks, logos, copyright, service marks etc., information regarding quality control, business, financial information, marketing data, data relating to any innovation or improvement in process, design, software, infrastructure and project related information and any other information that is obtained by AGENCY but is not known to the public or is available in the public domain. The confidentiality obligations as set forth in this EL will survive the termination / expiry of this EL for a period of 3 (three) years.
9. AGENCY may subcontract the Services, either in whole or part, to any third party ("**Transferee**") provided that a prior intimation regarding such subcontracting is issued to NSE Foundation in writing. Further, in the event of such subcontracting, AGENCY shall be (a) responsible and accountable for all acts and omissions of such Transferee to the same extent AGENCY would be liable if performing the Services in accordance with the terms and conditions of this EL; (b) solely responsible for all payments to such Transferee; (c) be responsible to ensure that the Transferee is subject to the equivalent obligations, to the extent applicable in relation to the performance of Services under this EL, (including obligations pertaining to confidentiality, data protection) as set forth in the EL. Notwithstanding anything contained to contrary herein, it is hereby clarified that NSE Foundation reserves the right to forthwith terminate this EL, without any liability, in the event the subcontracting of Services by AGENCY is not acceptable to NSE Foundation.
10. AGENCY (for itself and on behalf of the Transferee, if any) agrees to indemnify NSE Foundation and NSE group and AGENCY shall, at all times, hold NSE Foundation and NSE group along with its directors, officers and employees (each an "**Indemnified Party**"), harmless and indemnified from and against any loss, liabilities, claims, damages, costs or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defense) as may be incurred or sustained or suffered by the Indemnified Party in connection with or on account of and/or by reason of a breach of any of the terms of this engagement and/or non-compliance with any applicable laws by AGENCY and/or due to any fraud, wilful default, wilful misconduct, misrepresentation, gross negligence or infringement of any intellectual property rights by AGENCY.

11. The total aggregate liability of AGENCY under this EL shall be limited to the professional fees payable by NSE Foundation to AGENCY under this EL provided that such restriction on limitation of liability shall not apply in case of any claims related to the infringement of intellectual property rights, for breach of Confidentiality obligations, willful default, willful misconduct, gross negligence, misrepresentation or fraud. Further, neither party shall be liable for any indirect, consequential, incidental or special damages. Notwithstanding anything contained to the contrary herein, it is hereby clarified that NSE Foundation shall not be liable to AGENCY/ the Transferee (if any), and/or any other third party under this EL for any reason whatsoever.
12. All correspondences from AGENCY including invoices shall bear the letter number NSEF/Edu/Kara/Raja/2022-23/002 as indicated herein above.
13. AGENCY shall take prior written permission from NSE Foundation for any advertisement/article before publication. AGENCY 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 terms and conditions contained in this EL without the prior written permission of NSE Foundation.
14. The EL comes into effect upon the earlier of commencement of Services or the EL being signed by both parties. This engagement may be terminated by NSE Foundation at any time without assigning any reason whatsoever by giving 15 (fifteen) days' notice in writing to AGENCY, subject to fulfillment of obligations of AGENCY, as set out herein, till the effective date of termination, to the satisfaction of NSE Foundation.
15. AGENCY shall not use the name/trademark/logo/banners of NSE Foundation, in any manner whatsoever without the prior written consent of NSE Foundation. In the event such use is permitted by NSE Foundation (as stated above), the same will be subject to brand guidelines of NSE Foundation, as may be shared by NSE Foundation, and in accordance with such other terms and conditions as may be mutually agreed between the parties.
16. If any provision or part of this EL is found by a court of competent jurisdiction or other competent authority to be unenforceable, illegal or void, it shall not affect the remainder of the EL, but such unenforceable, illegal or void provision or part shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties under this EL.
17. Upon termination of this engagement, AGENCY agrees to promptly return, deliver to NSE Foundation or otherwise dispose of in accordance with directions of NSE Foundation, all Confidential Information, all documents, records and other property of NSE Foundation as may be in the possession of AGENCY and all copies thereof including any record/medium (including electronic or otherwise) containing any business and technical information disclosed to AGENCY by NSE Foundation or any information procured or received by AGENCY during this engagement. Further, upon termination of this engagement, AGENCY shall immediately cease to make any representations that it is associated with NSE Foundation in any manner whatsoever.
18. This EL constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements, proposals, understandings, representations or discussions in relation to the subject matter in this EL.

19. In the performance of this EL, AGENCY shall comply with all anti-bribery and anti-corruption laws. In connection with the Services, AGENCY agrees not to offer, promise or give financial or other advantage to another person with the intention of inducing such a person to perform improperly or to reward improper behavior for benefit of AGENCY, in each case, in violation of the Prevention of Corruption Act, 1988 (as amended from time to time) and any other applicable laws.
20. If the performance of any obligations by either party is prevented, restricted, delayed or interfered by reason of Force Majeure (as defined below) then notwithstanding anything hereinbefore contained, 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 reasonable efforts to remove such cause of non-performance and when removed, the party shall continue performance with utmost urgency. Any party so delayed in its performance will immediately notify the other, by telephone or by the most timely means otherwise available (to be confirmed in writing within 2(two) business days of the inception of such delay) and describe in reasonable detail, the circumstances causing such delay, with relevant documentary supporting. For the purpose of this Clause, "**Force Majeure**" means and includes without limitation acts such as fire, explosion, cyclone, flood, war, revolution, epidemic, pandemic, lockdown or quarantine restriction, blockage or embargo; any law, order, demands or requirements of any government or statutory authority, strikes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances or causes beyond the control of the party affected. If under this Clause either party is excused performance of any obligations for a continuous period of 30 (thirty) days, then the other party may, while such performance continues to be excused, terminate this EL without liability, by notice in writing to the other.
21. This EL, including all matters relating to it, shall be governed by the laws of India without giving effect to the choice of law principles thereof and the parties submit to the exclusive jurisdiction of the courts of law in Mumbai.
22. Any and all disputes, controversies or claims arising out of or in connection with this EL including, any questions regarding its existence, validity or termination, shall be resolved informally by NSE Foundation and AGENCY. In case NSE Foundation and AGENCY fail to resolve the dispute informally within 15 (fifteen) days, the same shall be referred to arbitration. The arbitration proceedings shall be conducted by a sole arbitrator to be appointed by both NSE Foundation and AGENCY on mutual consent. In the event of failure to reach consensus on sole arbitrator, the dispute shall be resolved by a panel of 3 (three) arbitrators i.e., each party shall appoint 1 (one) arbitrator and both the arbitrators shall appoint a third arbitrator before the commencement of arbitration proceedings. The arbitration proceedings shall be conducted in Mumbai in accordance with the Arbitration and Conciliation Act, 1996 (as amended) and the rules framed thereunder. The seat and venue of arbitration shall be Mumbai, India and the language of arbitration shall be English. The award rendered by the arbitrator shall be final, conclusive and binding on the parties. The cost of arbitration shall be equally borne by the parties. However, each party shall bear its cost in presenting its case during the arbitration proceedings.