



കേരളം KERALA

DL 186198

**GENERAL MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into at Kochi on the 31<sup>st</sup> day of March 2023

**BETWEEN**

**Geojit Financial Services Limited**, a company registered under the Companies Act, 1956 having its registered office at 34/659-P, Civil Line Road, Padivattom, Kochi-682 024 (Hereinafter referred to as "Geojit" which expression shall, unless repugnant to the subject and/or context hereof, shall mean and include its subsidiaries, affiliates, associates, successors, administrators, nominated and legal assigns) of the FIRST PART

**AND**

**Cochin University of Science and Technology**, a Kerala Government-owned autonomous University in the country with its headquarters in Cochin (hereinafter referred to as "CUSAT" which expression shall, unless repugnant to the subject and/or context hereof, shall mean and include its successors, administrators, nominated and legal assigns) of the SECOND PART.

Collectively referred to as "Parties" and individually as "Party".



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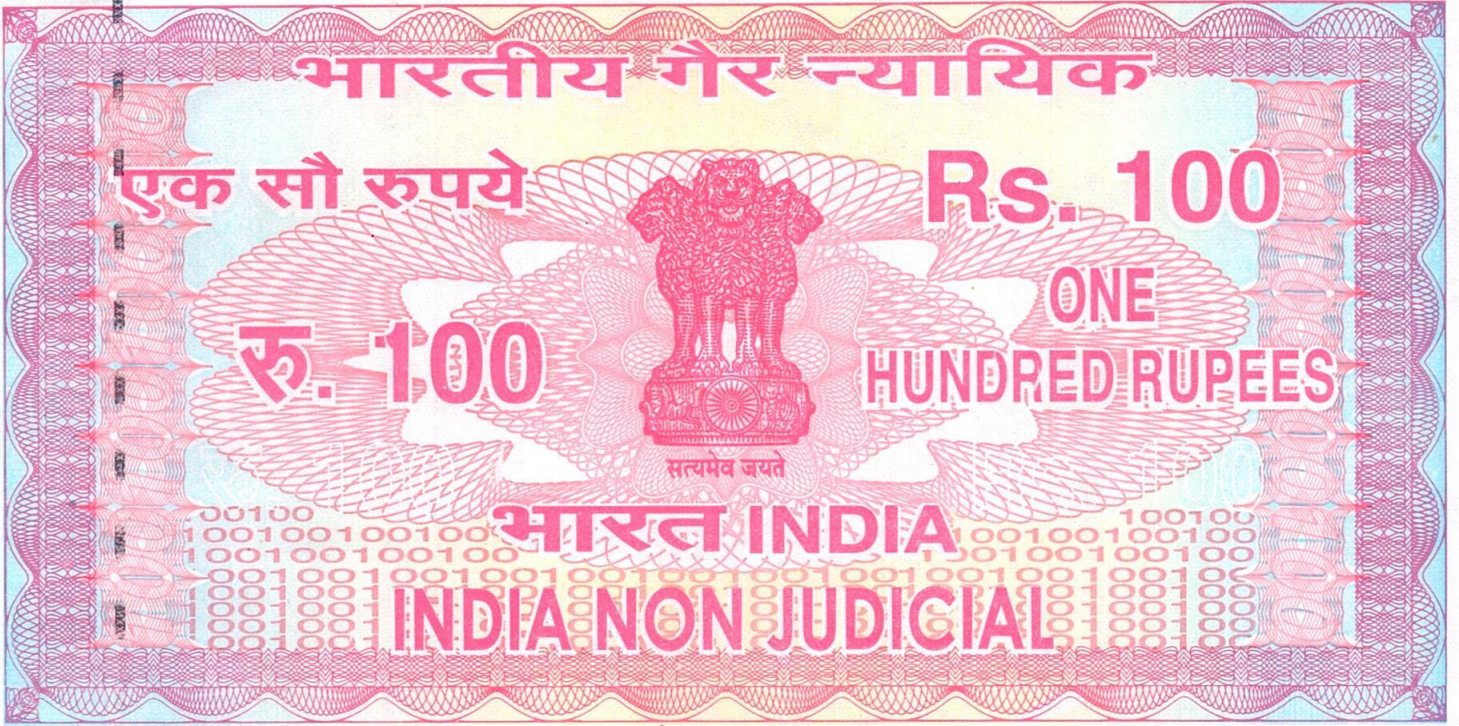
8 DEC 2022

Geojit Financial Services Ltd.  
34/659-P, Civil Line Road,  
Padivattom, Kochi - 682024  
Tel. 0484 2901600

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**K. B. JAYADEV**  
E.R.O. VENDOR





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**WHEREAS:**

- i) Geojit Financial Services Limited is a leading Indian investment services company, which has presence across India and in the Gulf Cooperation Council countries. A rich heritage of providing effective financial solutions has made Geojit, a trusted partner of over a million people. The company provides a wide array of products and services such as distribution of mutual funds & insurance, equity and derivatives, commodity, PMS and financial planning. Along with traditional offerings, Geojit has built a comprehensive portfolio of digital products and services.
- ii) CUSAT is one of the premier Government-owned autonomous Universities in the country engaged in research, extension and education in Science, Technology, Humanities and Social Sciences. The university established norms for industry sponsored chair professorship and facilities. As per the norms, reputed entities are invited to sponsor Research Laboratories / Centres of excellence/ other Infrastructural facilities in their field of interest in CUSAT. The sponsored facility will be named after the sponsor.



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VALUE Rs 100/-

- 8 DEC 2022

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34/659-P, Civil Line Road,  
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Tel. 0484 9901000

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K. B. JAYADEV  
E.R.O. VENDOR



## **GENERAL TERMS OF MOU**

### **1. Objectives**

The objective of this MOU is to express the commitment of both the parties towards the establishment of an Industry Chair by the name “Geojit Chair Professorship for Environmental, Social, and Governance Studies” (GCP) that will be renowned for its thought leadership and innovation centered on research and education.

The inextricable linkage between the well-being of people, sustainability of the planet, sustainable economic profit and the need to manage these three elements in a coordinated manner has resulted in the emergence of Environmental, Social, and Governance (ESG) goals as a strategic imperative for the Governments as well as corporates. ESG is an important driver for economic growth, financial flows, capital market performance and corporate performance.

The purpose of Industry Chair is to execute high-impact research, to develop research facilities, design innovative academic programmes, fostering collaborations across the industry and academia. The relationship connects industry with professors, researchers and students who can inspire innovation and creative ideas in a competitive environment. By funding endowed chairs, sponsors can convene the brightest minds to focus on particular problems and spur advances in those areas. Recognizing the contributions of senior-level faculty as well as providing them with research support are key functions of the endowed positions. The funds can propel research and create opportunities for collaboration with scholars around the world.

Chair Professorships are offered to professors who have distinguished themselves in research and academics, or who are noted for their contributions to the industry and nation building. It is intended to support outstanding, high performing teachers and scholars who are leaders in their fields and provide them with the resources they need to achieve their goals as researchers and educators.

The role of the Geojit Chair Professorship for Environmental, Social, and Governance Studies will be to support research on policy, strategy and operational aspects of ESG at Government and Corporate level. The Chair Professor will play a key role in establishing generic and specialized academic programs and offer consulting and advisory services in the domain of ESG. The person will also lead the efforts to establish a Centre of ESG in CUSAT under the financial support from Geojit.

### **2. Chair Professorship**

- a) The candidate for the Chair professorship will be selected by a Search Committee appointed by the Vice Chancellor with domain experts as members and a representative of Geojit as observer. The committee will call for applications clearly specifying the requirements and criteria.



  
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- i) CUSAT shall submit the final Fund Utilization Certificate on or before, every 15<sup>th</sup> March, during the term of this MOU.
- j) CUSAT shall submit the endowment related accounts duly audited by qualified Chartered Accountants/ Auditors to Geojit on or before every 10<sup>th</sup> April during the validity of this MOU.
- k) CUSAT and Geojit hereby agree to obtain necessary permissions from the concerned authorities for carrying out their respective part of the activities mentioned in the MOU.
- l) The Parties also agree to carry out their respective part in good faith and in accordance with the laws and regulations in force for the time being.

#### **4. Validity**

This MOU will be valid initially for a period of 4 years starting from 2022-23 ending in 2025-26 and the validity could be further extended by mutual agreement between the parties.

#### **5. Confidentiality**

Both Parties hereby agree that the contents of this MOU and the details of various negotiations for the purpose of implementation of activities mentioned in this MOU shall remain strictly confidential. Each Party hereby undertakes not to disclose the same to any third Party, except after obtaining written consent from the other party.

#### **6. Intellectual Property Rights**

The Parties hereby agree that, in case of any collaborative research activities resulting in any form of intellectual property, the same will be vested with both parties.

#### **8. Indemnification**

Either Party shall indemnify and hold harmless the other against any and all claims including statutory actions, causes of action, suits, lawsuits, demands, damages, costs, claims for fees and expenses (including interest, penalties, attorneys' fees, accounting fees and investigation costs) relating to or resulting from any delay, default or failure in performing its duties and responsibilities under this MOU.

#### **9. Modification/Amendments**

Any amendment or waiver of, or any consent given under, any provision of this MOU shall



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be in writing and, in the case of an amendment, shall be effective only when signed by both the Parties.

#### **10. Termination of MOU**

Both parties shall have the right to terminate this MOU, without cause, by giving the other party, written notice of 30 (thirty) calendar days, prior to the effective date of termination. Notwithstanding, early termination or determination of this MOU all obligations and transactions entered in accordance with the provision of this MOU shall be honored and binding between the parties.

#### **11. Governing Laws and Jurisdiction**

The validity, construction and performance of this MOU shall be governed and construed in accordance with all the relevant laws of India applicable, without giving effect to any conflict of laws and provisions thereof. Courts at Ernakulam District shall have exclusive jurisdiction to adjudicate any disputes arising between the Parties.

#### **12. Dispute Resolution**

In the event of any dispute(s) arising between the Parties out of or in relation to this MoU, the Parties shall first endeavor to resolve the same by mutual discussions, failing which, either Party may refer the dispute(s) for arbitration to an independent arbitrator appointed by the Parties, whose decision shall be valid and binding on the Parties. The arbitration shall be conducted as per the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted at Ernakulam in English language.

#### **13. Force Majeure**

Neither Party shall be liable to the other Party in respect of any loss caused to such party on account of circumstances beyond the control of such party.

#### **14. Non-Exclusivity**

The relationship of the parties under this MOU shall be non-exclusive and both the parties are free to pursue other agreement or collaboration of any kind.

#### **15. No Agency**

Nothing contained in this MoU shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between Geojit and CUSAT. This MOU is entered into on a principal-to-principal basis and neither Party is the agent or representative of the other.



  
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## 16. Notice

Any notice by either Party to the other pursuant to or in connection with this MoU shall be given in writing in the English language and may be sent by hand delivery or courier or Speed Post to the address indicated below:

### If to Geojit Financial Services Ltd.:

The Chief Financial Officer  
Geojit Financial Services Limited,  
34/659-P, Civil Line Road, Padivattom, Kochi-682024, Kerala, India

### If to CUSAT:

The Registrar,  
Cochin University of Science and Technology,  
Cochin University PO  
Cochin 682022

## 17. Severability


In the event that any of the provision(s) or portion(s) of this MoU are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions shall not be affected thereby.

## 18. Counterparts

This MoU may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same.


**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as on the date first above written.

Signed for and on behalf of  
**Cochin University of Science and Technology**

By:   
Name:  
Position: **Dr. MEERA V.**  
Registrar  
Cochin University of  
Science and Technology  
682 022, Kerala



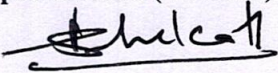
Signed for and on behalf of  
**Geojit Financial Services Ltd.**

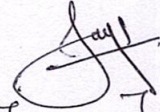
By:   
Name: **MRI. M.M. VAIR**  
Position: **CHIEF FINANCIAL OFFICER**

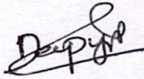


Date: **31.03.2023**

**In the presence of (Witness)**

1.   
**DR. SAM THOMAS**  
**PROFESSOR**  
**SMS, CUSAT**

2.   
**Jaya Jacob Alexander**  
**CEO, Geojit Foundation**  
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3.   
**DEEPAK JOHN MATTAM**  
**ASSISTANT MANAGER**