

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**B. K. Birla College of Arts, Science & Commerce (Autonomous), Kalyan
Maharashtra, INDIA**

&

**Intelligent Quotient Security System, Office No 5, Anandi Gopal Building Opposite
Mantri House Fergusson College Road, Shivajinagar, Pune, Maharashtra - 411005**

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D
SERVICES AND RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereinafter called as the 'MOU') is made and executed on 26/06/2020 at _____;

BETWEEN

B. K. Birla College of Arts, Science & Commerce (Autonomous), Kalyan, having its address at B. K. Birla College Road, Kalyan West, Thane - 421 304, Maharashtra; represented herein by its **Principal** hereinafter referred to as the '**First Party**', (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and shall include its successors - in-office, administrators and assigns) of the **FIRST PART**.

AND

Intelligent Quotient Security System, Office No 5, Anandi Gopal Building, Opposite Mantri House, Fergusson College Road, Shivajinagar, Pune, Maharashtra - 411005; represented herein by, **Dr. Harold D'costa, CEO & Principal Consultant Cyber Security;** hereinafter referred to as the "**Second Party**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors - in-office, administrators and assigns) of the **SECOND PART**..

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) The First Party is a multi-faculty Higher Learning Educational Institution functioning under the name of: **B. K. Birla College of Arts, Science & Commerce (Autonomous), Kalyan, Maharashtra.** The First Party was established in the year 1972 and is an affiliate of the University of Mumbai. It has an enrolment of more than 11,000 students in the prime location of Kalyan city and developed as an eco-friendly campus. The College has been granted 'Autonomous Status' by University Grants Commission and University of Mumbai w.e.f. from 2018 - 19 for a period of 10 years;
- B) The Second Party is providing techno legal solutions in the cyber sphere domain in the fields of Law enforcement agencies, Judiciary, Corporate, Education and allied departments in the Government sector and related fields;

- C) The Second Party is promoted by **Dr. Harold D'costa; which** has created a niche name in the world of online defense and investigation techniques. Right from its inception its core value was to provide assistance to Law enforcement agencies, Judiciary, Corporate, Education and allied departments in the Government sector. Working on smaller cases it has worked on mission critical cases related to the darker side of cyber world and has come up successfully in its mission. It does not believe in marketing its services and has a zero marketing and sales team. The Second Party has more than 1,000 clients speaks volume of an organization; whose intention is to make the globe free from the cyber menace. Clients from all over the globe come to us for solutions, which are un-parallel and get services, which are unblemished, and the best of its kind;
- D) The Parties together believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities to grow and enlarge further;
- E) The Parties intent to cooperate and focus their efforts on co-operation within area of Skill Based Training, Education and Research;
- F) Both Parties, being legal entities in themselves desire to sign and execute this MOU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HEREIN AGREED TO AS FOLLOWS:

CLAUSE 1: CO-OPERATION:

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation with each other will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing

significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, i.e. the Second Party.

- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the '**Definitive Documents**') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MoU:

- 2.1 The budding graduates from the institutions of the First Party could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the Parties would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** the Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Cyber Security and Forensics and other related topics.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** The Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** The Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 60-70% of the students. The Second Party may itself absorb at least 5-10% percentage of the trained students subject to fulfilling of eligibility criteria and available number of vacancies.
- 2.9 It is understood that, mere acceptance of students of First Party for imparting of industrial education and trainings will not make such students entitle to claim a job with the Second Party;
- 2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.11 There is no financial commitment on the part of the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately with mutual discussion among the signatories of these presents.

CLAUSE 3: INTELLECTUAL PROPERTY:

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4: VALIDITY:



4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligation



CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that the Parties herein are acting under this MOU as independent Parties and the relationship established under this MOU shall not be construed as a partnership or joint venture of any sort. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

5.2 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996 (as amended). The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kalyan District- Thane, Maharashtra.

<u>AGREED:</u>	
For B. K. Birla College of Arts, Science & Commerce (Autonomous), Kalyan, Maharashtra.	For Intelligent Quotient Security System, Shivajinagar, Pune, Maharashtra
	
Authorized Signatory	Authorized Signatory

Name of Institution : B. K. Birla College of Arts, Science & Commerce (Autonomous), Kalyan, Maharashtra.	Name of Industry: Intelligent Quotient Security System, Pune
Address : B. K. Birla College road, Kalyan (west), District Thane, Maharashtra PIN: 421304	Address: Office No 5, Anandi Gopal Building Opposite Mantri House Fergusson College Road Shivajinagar, Pune, Maharashtra - 411005
Contact Details : 8080104048	Contact Details: 9637612097
E-mails : principal@bkbirlacollegekalyan.com	E-mails: info@cybersolution.in
Web: www.bkbirlacollegekalyan.com	Web: www.cybersolution.in/index.html

Witness 1: Dr Naresh Chandra	Witness 1: Kayomarz Anklesvaria
	
Witness 2: Mrs Esmita Gupta	Witness 2: Aslesha Barke
