

This **MEMORANDUM OF UNDERSTANDING** (hereinafter called as the 'MOU') is made and executed on / /

BETWEEN

Cyber Security Corporation, 801 Rama Equator, Morwadi, Pimpri, Pune, Maharashtra - 411018; represented herein by, Dr. Harold D'Costa, President; hereinafter referred to as the "**First 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 **FIRST PART.**

AND

ABMSP's, Anantrao Pawar College of Engineering & Research, Pune, Maharashtra-411009; represented herein by its authorized representative Dr. Sunil B. Thakare, Principal; hereinafter referred to as the '**Second 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 **SECOND PART.**

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

WHEREAS:

- A) The First Party is providing techno legal solutions and highly specialized training programs in the cyber sphere domain and advises Law Enforcement Agencies, Judiciary, Corporate, Education and allied departments in the Government, Semi Government and Private sector for Cyber Security breaches, Prevention, Cyber Crime Investigation, Cyber Forensics, Cyber Law, IPR and Blockchain matters.
- B) The First Party is represented 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 and training to Law enforcement agencies, Judiciary, Corporate, Education and allied departments in the Government and Private sector. Working on smaller cases it has worked on mission critical cases related to the darker side of the cyber world and has come up successfully in its mission. The First Party has more than 6,500 satisfied clients which 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 unparalleled and get services, which are unblemished and the best of its kind.



- C) The Second Party is represented by **Dr. Sunil B. Thakare**, APCOER is situated in nation's education hub, Pune and recognized for its quality education and research. It is the institute of Akhil Bhartiya Maratha Shikshan Parishad, Parvati Pune 09, an educational trust was founded by a team of renowned educationists and social reformers. The institute is situated in the area of 10 acres of land surrounded by beautiful landscape of Sahyadri Hills of Western Ghat nearing to famous Parvati Hills. The institute is established in 2012 having 8 UG and 2 PG courses affiliated to SPPU, Pune. Institute is on creating versatile engineers who can apply their knowledge and skills in any field across the globe. Highly qualified faculty members, well equipped laboratories, extensive industry - academia interactions all serve to make engineering education at APCOER campus a unique and enriching experience.
- 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 intend to cooperate and focus their efforts on co-operation within area of Training.
- 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:

- 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.
- 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: FIRST PARTY RESPONSIBILITES

- To provide resource persons
- To design training programmes
- To develop courseware
- To provide upgradation of the course as per as current trends
- To design brochure
- To provide Internships
- Joint Certification

CLAUSE 3: SECOND PARTY RESPONSIBILITES

- To provide computer labs as per as the need of the FIRST PARTY
- To market and promote the program among internal students and corporates
- Digital Campaigning through portal and various print media
- To provide Joint Certification on completion of the training program

CLAUSE 4: INTELLECTUAL PROPERTY:

- Intellectual Property Rights related to training contents and courseware shall wrest with the FIRST PARTY

CLAUSE 5: FINANCIAL TERMS

- SECOND PARTY shall pay the FIRST PARTY Rs _____ Per Hour
- Any programs outside PUNE jurisdiction, travel cost, lodging and boarding shall be borne by the SECOND PARTY at actuals.
- All payments should be made through Cheque/DD or Online transfer

CLAUSE 6: VALIDITY:

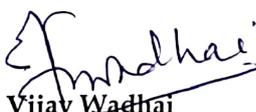
- This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the First Party after termination of this Agreement by way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

this MOU.

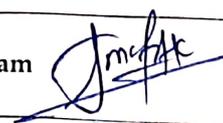
- Both Parties may terminate this MOU upon 90 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligation.

CLAUSE 7: RELATIONSHIP BETWEEN THE PARTIES

- 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.
- 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 Arbitration and Conciliation Act, 1996, shall govern the proceedings and the seat of Arbitration will be the city of Pune (Maharashtra).

<u>AGREED: Cyber Security Corporation, Pune</u>	<u>ABMSP's, APCOER, Pune</u>
Signature :  Name : Dr. Harold D'Costa Title : President, Cyber Security Corporation, Pune	Signature : Name : Mrs. Pramila Gaikwad Title : General Secretary, A.B.M.S. Parishad, Pune
Signature :  Name : Dr. Vijay Wadhvani Title : President - Technology and Innovation Cyber Security Corporation.	Signature :  Name : Dr. Sunil B. Thakare Title : Principal, APCOER, Pune

Witness:

1. Dr. Amit A. Kadam 	3. Dr. Soojey Deshpande 
2. Prof. Ganesh Kondhalkar 	4. Prof. Anil Lohar 