

**Memorandum of Understanding
Asian School of Cyber Laws, Pune and
Hindi Vidya Prachar Samiti's College of Law, Ghatkopar
to Conduct Diploma in Cyber Law Course**

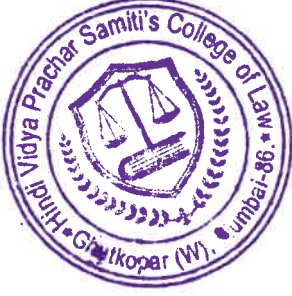
This Memorandum of Understanding (hereinafter referred to as MOU) is signed at Mumbai on this 4th of September 2018 between Hindi Vidya Prachar Samiti's College of Law, Ramniranjan Jhunjhunwala College Premises, Opp. Ghatkopar Railway Station, Ghatkopar (W) Mumbai 400086 hereinafter referred to as HVPSCL and Asian School of Cyber Laws, 401, Supreme H, Mumbai - Bangalore Highway, Near Audi Showroom, Baner, Pune -411045 hereinafter referred to as ASCL.



Cyber Law, registered as Public Charitable Trust) under registration no F-18203,Pune.And ASCL has expertise in providing education, training and consultancy in the field of cyber law;

AND WHEREAS HVPSCL is desirous of providing a quality course in cyber law in the online mode to its students.

NOW THEREFORE HVPSCL and ASCL have decided and agreed to enter into this MOU in the manner and on the terms expressed in this document and incorporated as hereunder.



TRUE - COPY

Dr. (Mrs.) Madhura Kalamkar
I/C Principal
Hindi Vidya Prachar Samiti's College of Law,
Ramniranjan Jhunjhunwala College Premises,
Opp. Railway Station, Ghatkopar (W),
Mumbai-400086.

A. Interpretations

Reference to this MOU or any other instrument is a reference to this MOU or that other instrument as amended, varied, novated or substituted from time to time.

Reference to recitals, clauses, schedules and appendices are references to recitals, clauses, schedules and appendices of and to this MOU.

Reference to any statute or statutory provision includes a reference to that statutory provision as from time to time amended, extended, or re-enacted.

Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter gender and vice versa, and words importing persons shall include firms, institutions, trusts, societies, associations of persons, companies and bodies corporate and unincorporated, registered and unregistered.

B. Terms of MOU

This MOU embodies the following terms:

I. Name of course and certification

1. ASCL shall jointly conduct the course titled "Diploma in Cyber Law" (hereinafter referred to as DCL) in association with HVPSCCL in the Online mode. The Syllabus of DCL is hereby attached as Annexure - I to this MOU.
2. Upon successful completion of the said course, students shall receive certificate for the same issued jointly by HVPSCCL and ASCL.

II. Application forms

1. ASCL shall provide offline application forms for prospective students.
2. HVPSCCL will be responsible for collecting the forms in the physical format. At the end of the stipulated admission period, HVPSCCL will make a final list of all students and will then send a copy of the list to ASCL.



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1. The eligibility for the course in the classroom mode will be 10+2.HVPSCL will be responsible for conducting the admission process including but not limited to verifying the credentials of the applicants, accepting application forms of prospective applicants, distribution of books and certificates etc.

IV. Collection and distribution of Course Fees

1. The fees for the DCL course and the fee sharing between HVPSCL and ASCL shall be as per Annexure - II attached to this MOU.
2. The collection of fees from students will be done by HVPSCL.
3. ASCL's share in the said fee shall be paid to ASCL by HVPSCL by way of cheque payable at Pune in favour of "Asian School of Cyber Laws" as per the following schedule:
 - a. 100% of the total amount of ASCL's share will be payable to ASCL within 15 days of the commencement of the course.

V. Schedule of Course

1. A batch of the DCL course in the online mode shall begin every six months and shall be of six months' duration from the date of its commencement.
2. Minimum number of enrollments to start batch will be 25.
3. The assessment for the DCL course in the online mode shall be conducted in the month following the month on which the course duration is completed for each batch respectively.
4. The results for the DCL course in the Online mode shall be declared within 30 days of the said examinations.
5. The dates of commencement of course, assessments and declaration of results for each batch are, however, subject to revision after mutual consent by both parties.



VI. Course material

1. ASCL shall provide course material (both online and hardcopy) to the students enrolled for the DCL course. All expenses relating to the preparation, updating, printing and distribution of the said course material shall be borne by ASCL.
2. The hard copies of the course material (for fee paying enrolled students) shall be couriered by ASCL to the official address of HVPSCCL.
3. HVPSCCL shall be responsible for distributing the course material to the enrolled students.

VII. Contact Class

1. ASCL shall organize 2 online Contact Classes of 2 hours each. The purpose of the contact class will be to assist students in understanding the study material, query resolution & to assist them in exam preparation.
2. The dates for these contact classes will be mutually decided between ASCL and HVPSCCL.
3. ASCL shall organize the portal on which these classes will be conducted and provide access to all the participants to be able to attend the class online.
4. HVPSCCL shall provide adequate facility for the participants to be able to attend these classes at a convenient location within the college premises.
5. All necessary arrangements for attending these classes at the HVPSCCL campus will be made by HVPSCCL (including a good quality Broad Band Internet connection, projector, laptop, audio speaker etc.)

VIII. Assessment Procedure and Certification

1. The assessment for the DCL course shall consist of one online examination of two hours consisting of 100 marks.
2. ASCL will be responsible for assessment and it may change the assessment pattern as stated above from time to time if required.
3. ASCL shall be responsible for preparing the assessment questions for the DCL course and shall provide the online question paper for the said assessment.



Internet and Electricity connection.

5. ASCL shall provide the online portal which the students will be able to access to give the examination.
6. A student of the DCL course, who has been unsuccessful in securing a minimum of 40/100 in the online the examination or has not been able to appear for the examination (for any reason), will be allowed to sit for re-examination only on the payment of a re-exam fee of Rs.1000/-that will be retained by ASCL.
7. The date of re-examination for the DCL course will be mutually decided by HVPSC and ASCL.
8. ASCL and HVPSC shall jointly grant the certificate to successful students.
9. ASCL shall arrange for certification of successful students of each batch at its own expense and shall courier the certificates to the official address of HVPSC.
10. HVPSC shall be responsible for distributing the certificates to the successful students.

IX. Cancellation / Ratification

1. This MOU shall initially be in force for a period of three years and may thereafter be renewed for such period and on such terms as may be mutually agreed.
2. Either party to this MOU is at liberty to terminate and / or ratify and / or cancel this MOU by giving a prior notice of at least two months.
3. In the event of termination of this MOU before the completion of a batch, both parties shall ensure the successful completion of the course by the said batch.



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Mumbai-400086.

C. Miscellaneous provisions

1. Force Majeure

If a party is prevented from or delayed in carrying out any provision of this MOU by reason of Force Majeure, as defined in the definition clause, the party whose performance is so prevented or delayed, upon prompt notice to the other party, shall be excused from such performance, to the extent and during the period of such prevention or delay.

2. Governing Law

This MOU will be governed and construed in accordance with the laws of India.

3. Arbitration

In case of any dispute etc. the decision of an arbitrator appointed by both parties jointly shall prevail and will be binding on both parties.

The provisions of this clause shall survive the termination of the MOU.

4. Assignment

Neither party shall assign this MOU to a third party without the prior written / electronic consent of the other party.

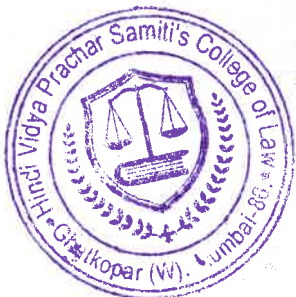
5. Variation and Waiver

No variation of any of the terms of the MOU shall be binding unless confirmed in writing or through electronic mail and no failure, delay, relaxation or forbearance on the part of either party in exercising any power or right under this MOU shall operate as a waiver of such power or right.

Failure of a Party to insist upon strict and punctual performance of any provision hereof shall neither constitute a waiver of, or estoppel against asserting, the right to require such performance, nor shall such failure in one case constitute a waiver or estoppel with respect to a later case.

6. Entirety

This MOU is the entire MOU recording the broad understanding between the Parties. Each Party represents that in entering into this MOU it does not rely on any previous representations, whether express or implied, or on any prior inducement or MOU of any kind or nature. All prior negotiations, representations, letters of intent or MOUs concerning the subject matter of this MOU are hereby deemed cancelled.



Dr. (Mrs.) Madhura Kalamkar
I/C Principal
Hindustani Vidya Prachar Samiti's College of Law,
Ramnaranjan Jhunjhunwala College Premises,
Opp. Railway Station, Ghatkopar (W),
Mumbai-400086.

Nothing herein shall be deemed to constitute the Parties, or any of them, as partners, association, agent of each other nor shall anything contained herein deem to confer on any Party any authority to incur any obligations or liability on behalf of the other Party nor shall have the power to obligate or bind the other in any way whatsoever, except as provided herein.

8. Miscellaneous

This MOU shall be interpreted, having regard to its underlying business purposes, in a reasonable and commercial manner rather than in strict accordance with the literal meaning of the language used.

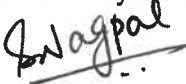
Should any provision of this MOU become void or otherwise unenforceable for any reason, the validity of the remaining provisions shall not be affected thereby and the parties shall use their best endeavors to negotiate in good faith to find replacement for the provision which is void or unenforceable with a provision of similar economic effect.

9. Execution

This MOU is executed in paper form in duplicate and one paper-based copy hereof shall be retained under the physical control of ASCL and the other paper-based copy hereof shall be retained under the physical control of HVPSC.

IN WITNESS WHEREOF the parties have put their respective hands and signed this MOU.

Signed for and on behalf of the said ASCL
For Asian School of Cyber Laws


Authorised Signatory

Shuchi Nagpal
Founder Trustee,
Asian School of Cyber Laws

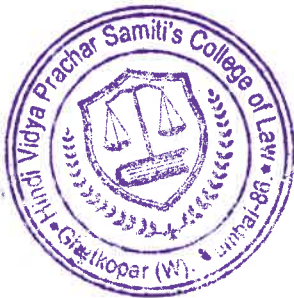
Signed for and on behalf of the said




Dr. Rajendra Singh
Hon'ble Secretary,
Hindi Vidya Prachar Samiti's College of Law

Signed at Mumbai this 4th September 2018

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TRUE - COPY


Dr. (Mrs.) Madhura Kalamkar
I/C Principal
Hindi Vidya Prachar Samiti's College
Ramnirajan Chavan Prachar College Pr
Opp. Railway Station, Ghatkopar (W),
Mumbai-400086.

Annexure - I

Diploma in Cyber Laws

Course Syllabus

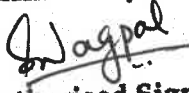
Module I: Fundamentals of Cyber Law

Module II: E-commerce- Legal issues

Module III: Intellectual Property Issues and Cyberspace - The Indian Perspective

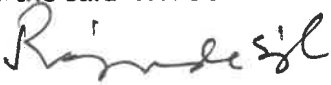
Module IV: Cyber Crime Law in India

Signed for and on behalf
of the said ASCOL of Cyber Laws


Authorised Signatory

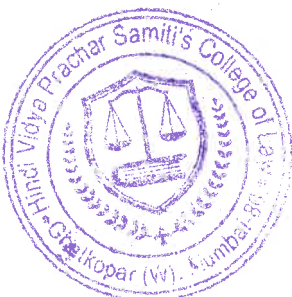
Shuchi Nagpal
Founder Trustee,
Asian School of Cyber Laws

Signed for and on behalf
of the said HVPSCL



Dr. Rajendra Singh
Hon'ble Secretary,
Hindi Vidya Prachar Samiti's College of Law,

Signed at Mumbai this 4th September 2018





Dr. (Mrs.) Madhura Kalamkar
I/C Principal
Hindi Vidya Prachar Samiti's College of Law,
Ramkrishnan Jhunjhunwala College Premises,
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1. The fee for the DCL course in the Online mode shall be Rs.5,500/- per student out of which HVPSCCL will retain Rs.1,500/- as its share and remit Rs.4,000/- to ASCL as ASCL's share.

Signed for and on behalf
of the said ASCL
For Asian School of Cyber Laws


Authorised Signatory

Shuchi Nagpal
Founder Trustee,
Asian School of Cyber Laws

Signed for and on behalf
of the said HVPSCCL



Dr. Rajendra Singh
Hon'ble Secretary,
Hindi Vidya Prachar Samiti's College of Law

Signed at Mumbai this 4th September '2018.



TRUE - COPY


Dr. (Mrs.) Madhura Kalamkar
I/C Principal
Hindi Vidya Prachar Samiti's College of Law
Rammurajan Jhunjhunwala College Premi
Opp. Railway Station, Ghatkopar (W),
Mumbai-400086.

RECEIPT

21st Oct 2018

Received from Hindi Vidya Prachar Samiti's College of Law, the amount of Rupees One Lac Eight Thousand only (Rs. 1,08,000/-) as fee share for Diploma in Cyber Law course via NEFT transaction ID RO13182830000013 on 10th October 2018.

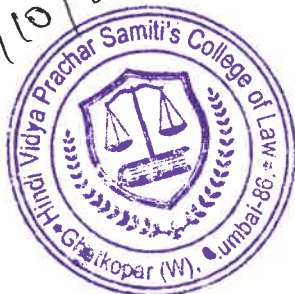
Regards,

For Asian School of Cyber Laws

Shuchi Nagpal

Shuchi Nagpal
Authorised Signatory
Chief Education Officer,
Asian School of Cyber Laws

Mus
Recd
27/10/2018



TRUE - COPY

Mus

Dr. (Mrs.) Madhura Kalamkar
I/C Principal
Hindi Vidya Prachar Samiti's College of Law,
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