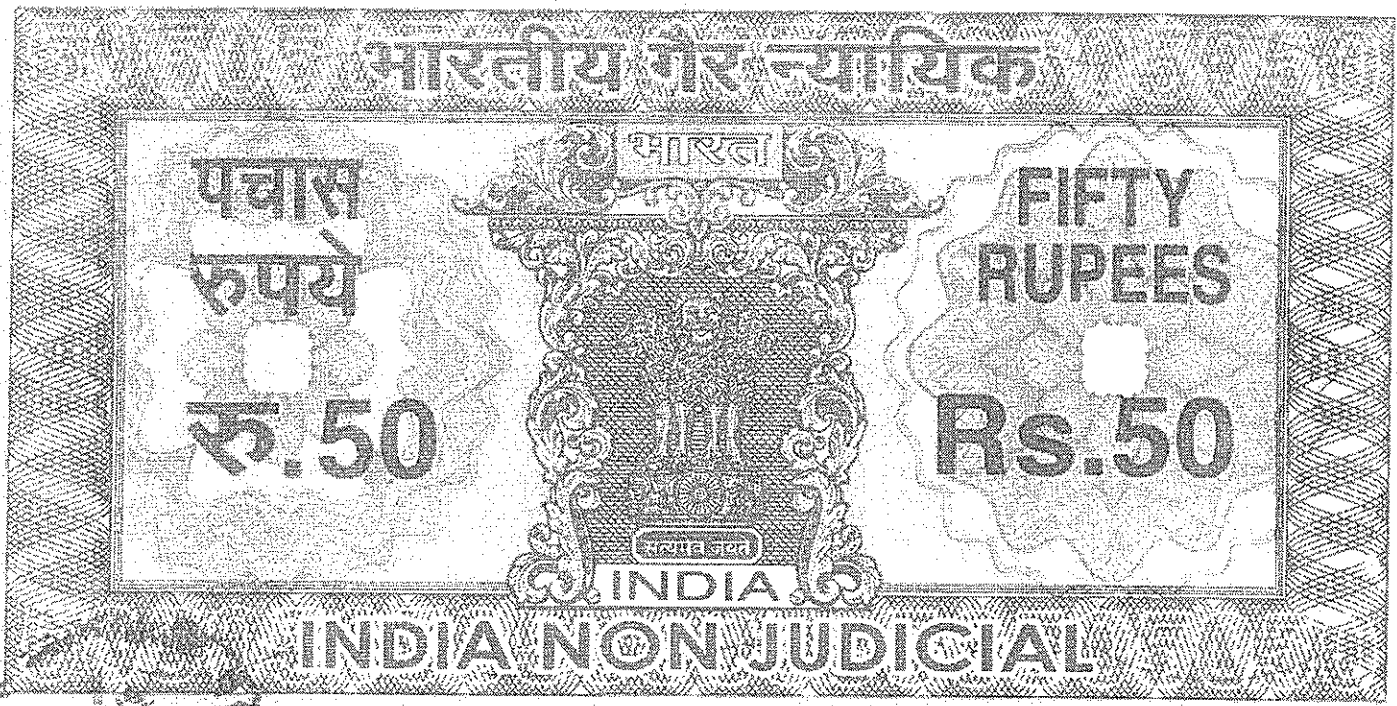


CSB



சென்னை (தமிழ்நாடு) TAMILNADU

AX 643476

P. Saravanan
P. SARAVANAN
 SVL No : 51/213/97
 83, Palayam Pillai Nagar,
 Ayanavaram, Chennai

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING executed at Chennai on the 31st day of July 2020.

BETWEEN

Dr. M.G.R EDUCATIONAL AND RESEARCH INSTITUTE (Deemed University) having its office at E.V.R. Periyar Salai (NH4), Maduravoyal, Chennai 95 represented by its **REGISTRAR, Dr. C.B. Palanivelu**, herein after called as **Dr. MGRERI**

AND

M/S. Center of Education in Digital Forensics, having its Registered Office at 176, Burma Colony, 5th Cross Street, Perungudi, Chennai 600 096, represented by its Director, **Dr. R. Thilagaraj**, herein after called as **CoEDF**,

C.B. Palanivelu

WHEREAS

Dr. MGRERI is a deemed to be university conducting UG / PG programmes in Engineering and Technology, Medicine, Law and Arts and Science.

CoEDF is an organization specialises in providing education and training in the areas of information security, digital forensics , cyber crime management and related areas.

THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

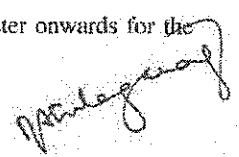
Both the parties have come to an understanding that CoEDF will technically assist Dr. MGRERI, in conducting B.Tech degree programme in Information Security and Digital Forensics (BTech, ISDF) and M.Sc., in Cyber Forensics and Information Security which are industry specialized courses and reduce the terms of understanding in writing as follows:

1. The CoEDF shall design the complete curriculum and syllabus for four year eight semesters B.Tech (Information Security and Digital Forensics) and two year four semesters M.Sc., Cyber Forensics and Information Security and offer it to the Dr. MGRERI. Dr. MGRERI will discuss with CoEDF if any changes or modifications are required in the curriculum and syllabus and the parties will mutually agree on the final version of the curriculum and syllabus to be adopted for the programmes.
2. The curriculum and syllabus shall be approved by the Board of Studies and the Academic Council of Dr. MGRERI.
3. Faculties assigned to teach various the above courses shall prepare a presentation and tutorial materials. The Intellectual Property Rights in such presentation materials shall remain with the faculty members and he or she will provide limited educational use licence to both the parties, for use of the said materials in the programme covered by this MoU.
4. The programmes B.Tech ISDF and M.Sc., CFIS will be conducted during the University working hours.

Mode of Conduct of Classes:

1. The programme of B.Tech (ISDF) will be a four years course and M.Sc., (CFIS) will be a two years course and will follow semester pattern of two semesters per year.
2. The process of admission, conduct of classes, examination, valuation, publication of results and award of degree shall be made by Dr. MGRERI.
3. Both the parties agree that the first two semesters (year I) will follow the generic requirements of the B.Tech programme including preparatory papers required of all engineering studies and as per the curriculum of B.Tech courses of the Dr. MGRERI University.
4. The course specific curriculum will be effective and followed from the third semester in the second year onwards for B.Tech course and from the first semester onwards for the M.Sc., course.

C. B. Palaniswami



5. Both the parties agree on the theory and lab subjects to be handled by the respective parties as per the curriculum and syllabus of the above courses. For B.Tech (ISDF) Dr. MGRERI, will handle the first and second semesters and the remaining semesters will be handled by CoEDF and similarly CoEDF will handle the theory and lab for all the four semesters of M.Sc., (CFIS).
6. For the subjects agreed by CoEDF, CoEDF technical faculties will be handling the classes and the laboratory at Dr. MGRERI. The required lab infrastructure is to be utilised at this University campus by CoEDF.
7. Dr. MGRERI will bear all costs relating to payment to the faculties provide by them, including payment of applicable allowances and incentives as applicable to the faculty and determine internally Dr. MGRERI and the faculties so provided. Similarly the CoEDF will bear all cost relating to payments to the faculties to be provided by them including applicable allowances and incentives.

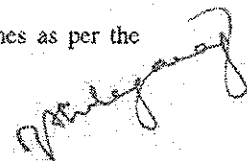
Responsibility of Dr. MGRERI:

1. Dr. MGRERI will be responsible for all the matters relating to obtaining the requisite approvals from appropriate authorities including and not limited to the University Grants Commission.
2. Dr. MGRERI will be responsible for advertising the programme and handling the end to end admission process including verifying the eligibility of the candidates for admission, collection of fees, providing admission confirmation, etc.,.
3. The Dr. MGRERI shall provide, at their premises and with no financial commitment on the part of the CoEDF, the complete infrastructure including class rooms for theories and labs, rooms and facilities for the faculties of CoEDF, student amenities, library and consumables including stationery as may be required for the programme covered by the MoU. The Dr. MGRERI shall also be responsible for appropriate upkeep of the infrastructure and their location, including the lab such that it will be available for the course as required.
4. Exams will be conducted and degrees will be awarded by Dr. MGRERI according to the University / UGC regulations.

Responsibility of CoEDF:

1. Faculty (the subject experts) will be provided by CoEDF to Dr. MGRERI to handle the papers agreed upon.
2. Placement assistance will be done by CoEDF for the eligible students.
3. One Co-ordinator from CoEDF will assist Dr. MGRERI when required during admissions, classes and exams for the above programmes.
4. If necessary CoEDF can also advertise Dr. MGRERI's above programmes as per the University norms.

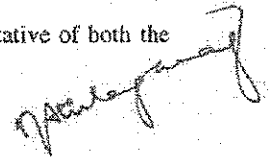
C. B. P. Subramanian



Sharing between Dr. MGRERI University and CoEDF:

1. Dr. MGRERI will share 40 percent and CoEDF will share 60 percent of the total fees collected from the batch of students admitted, but for B.Tech this is applicable from second year onwards. Dr. MGRERI shall inform CoEDF in the beginning of every semester the details of fees collected and the number of students admitted every semester for the above programmes.
2. For the first year B.Tech (ISDF) no payment sharing to CoEDF.
3. Apart from the agreed terms of fees sharing, payment for question paper setting and paper corrections has to be given by Dr. MGRERI to the papers handled by CoEDF for both the programmes.
4. The fees shall be collected semester wise from all the students who join in B.Tech (ISDF) and M.Sc., (CFIS).
5. All the payments due to CoEDF as per the above clause be paid by the Dr. MGRERI after the admissions are completed.
6. 50 percent of the total amount due to CoEDF shall be paid within 30 days from the date of commencement of classes and balance 50 percent of the total fees shall be paid at the end of the semester.
7. Both the parties will share the profiles of the faculties to be used for various sessions and a faculty can be deployed for teaching a session only if both parties agreed to the said faculty being engaged.
8. Both parties will agree that the provision of the respective infrastructure will be strictly restricted to the students registered for the B.Tech (ISDF) and M.Sc., (CFIS) programmes covered by this MoU. Admission restrictions to the lecture sessions, tutorials and lab sessions will be strictly enforced.
9. Both the parties to this agreement shall prepare appropriate course material for the above courses, taught by their respective faculties and the Intellectual Property Rights (IPR) in such course materials shall remain with the respective parties creating such materials. Parties owning such IP rights will provide limited educational use licensed to both the parties for the said materials in the programmes covered by the MoU. For removal of doubts, it is clarified that the parties assigned to teach a course will have the exclusive right to prepare the course materials for the course being taught, in consulting with the Dr. MGRERI University authorities / Board of Studies.
10. Where any faculty is not found acceptable due to misconduct or for other justifiable reasons, the party responsible for assigning the said faculty shall replace him / her forth with, without any further obligation or liability in this regard.
11. Parties undertake not to do any act at any point of time that would prejudice the interest of the other party.
12. The agreement shall not be modified, amended and extended except with the mutual consent of the parties in writing and signed by an authorised representative of both the parties to this agreement.

C. B. Subramanian

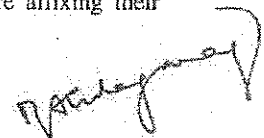


13. Any dispute or difference whatsoever arising between parties out of or relating to the construction, meaning or operation or effect of this agreement shall, unless resolved amicably, be settled by Arbitration of three Arbitrators – one to be appointed by each party and the third to be appointed by the two Arbitrators. All proceedings under such arbitration shall held in Chennai, India and would be in accordance under the provision of the Arbitration and Conciliation laws of India and any statutory modifications or re-enactments thereof. It is agreed and understood the Court having jurisdiction over Chennai in India shall alone be competent to entertain any application or petition pertaining to the Arbitration award and / or arbitral proceedings pursuant to this clause. This agreement will be governed by Indian Laws.
14. The parties acknowledge that the confidential information should contain valuable intellectually property rights and there on, the parties agree that the title to the confidential information furnished and the intellectual property right to be attached with the confidential information shall at all times belong to and be owned by the party who is furnishing such confidential information.
15. Both the parties agree that, unless otherwise agreed by the parties in writing during this term of this agreement and for a period of five years for the above said programmes, after the termination or expiry of the agreement, the parties shall not directly or indirectly solicit , hire or otherwise retain as an employee or independent contractor, any employee or former employee or consultant and contractor of the parties who performed the service or was introduced to each other unless either party first obtains the others written permission.
16. If any provision of this agreement shall be held invalid or unenforceable the remainder of this agreement shall nevertheless remain in full force and effect.
17. This agreement is executed in duplicate and each copy is treated as original for all legal purposes.
18. Dr. MGRERI shall be fully responsible for collection of fees from the students at a signature intervals. The fees so collected shall be shared between the parties in the ration of 40 percent and 60 percent to Dr.MGRERI and CoEDF respectively.

Period of MoU:

1. The agreement shall be effective for a period of five years from the day, the month and year first above written and shall be automatically renewed at the end of the said period unless by either party following due process of termination.
2. The MoU shall be valid and in force till the batch of students admitted in a particular year completes their course and MoU shall be determined by notice in writing and atleast one year before the date of termination.
3. The signatories of this agreement, declare that they are duly constituted and authorised by their respective organization to enter into this agreement and they are affixing their signatures to this agreement will bind their organisations.

C.P. Palanivel



IN WITNESS WHEREOF both the parties have executed the MoU on the day, month and year as stated above.

C. B. Palaniappan
Registrar

Director



For Dr. MGRERI, REGISTRAR

For Center of Education in Digital Forensics

DE. M.G.R.
EDUCATIONAL AND RESEARCH INSTITUTION
(formed to be University)
Priydar E.V.R. High Road,
Maduravoyal, Chennai - 600 095

THE DIRECTOR
CENTRE OF EDUCATION IN DIGITAL FORENSICS
17B, 6th Cross Street, Perambalur,
Chennai-600 092.

Witnesses (Name and Signature)

Witnesses (Name and Signature)

M. Veli
(M. VELMANI)

M. Latha
(S. LATHA)