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MEMORANDUM OF UNDERSTANDING

This Agreement is made at New Delhi on 17th Day of December' 2015.

BETWEEN

SEDULITY SOLUTIONS & TECHNOLOGIES (SEDULITY), New Delhi having its Head office Situated at 310 Suneja Tower-II, District Centre, Janak Puri, New Delhi-110058.

AND

DAV Institute of Engineering & Technology (DAVIET), having its Head office situated at Kabir Nagar, Jalandhar-144008, Punjab.

Through the authorized Representative Dr. Anup Girdhar, CEO-Founder (hereinafter referred to as "SEDULITY")

AND

Through the authorized Representative Prof. (Dr.) Manoj Kumar, Principal (hereinafter referred to as "DAVIET")

WHEREAS in furtherance of its endeavors to provide the best Cyber Security Solutions to various Corporate, Law-Enforcement Agencies, Private/ Govt. Institutions etc. (Sedulity) Sedulity Solutions & Technologies offer revolutionary solutions for Cyber Security, Cyber Forensics, Penetration Testing, IT Audits, Secure Software/ Website Developments, Consultancies and Hi-Tech Trainings etc. with an in-depth security & Legal countermeasures that has helped various Govt. and Private sector professionals, to provide advanced knowledge in terms of securing their Networks.

AND WHEREAS "DAV Institute of Engineering & Technology" Jalandhar got established in year 2001 under the aegis of DAV college Managing committee. The institute is approved by AICTE and affiliated to Punjab Technical University, Jalandhar. This is the first degree level Engineering Institute started by the DAV College Trust and Management Society. The DAV College Trust and Management Society is the largest non-government educational organization in India managing a chain of 700 institutions in India and abroad. DAVIET is carrying out original research of significance and technology development at the cutting edge. It imparts training to students to make them competent, motivated engineers and scientists. The Institute not only celebrates freedom of thought, cultivates vision and encourages growth, but also inculcates human values and concern for the environment and the society.

AND WHEREAS based upon "DAVIET" existence in education field and "SEDULITY" existence and specialization in Cyber Security field, both the Organizations have agreed to join the hands and open a 'Centre of Excellence' for Cyber Security & Cyber Forensics.

BASED ON THE AFORESAID, BOTH THE PARTIES HAVE ENTERED INTO THIS AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS MENTIONED BELOW:

Key Features:

- To organize various Research & Development and Training programs based on latest and emerging technologies for Students, Faculties, Law-Enforcement Agencies, Corporate Professionals, and Research Scholars etc.
- To organize National/ International Conferences.
- To organize FDP's, Seminars, Workshops, Guest Lectures, and Webinars etc.
- To implement various Research and Development projects for the benefit of society.
- Will take care for the Projects and Case Studies related to Cyber Crime Investigation or Cyber Security.
- More Interactions with Corporate, Law-Enforcement Agencies, Govt. organizations, Academics, etc.
- Implementation of Cyber Security Policies, Audits, Servers, Infrastructure, Industrial Visits, Live Projects, etc.

Responsibilities of SEDULITY:

- Will act as a bridge between industry and academia.
- Will provide Sedulity Operating System and other open source software's required for the lab set-up.
- Will provide Professional and experienced trainers for the training purpose.
- Will provide Professional and experienced manpower to take care of the operational process.
- Will take care for the Projects and Case Studies related to Cyber Crime Investigation or Cyber Security.
- Promotion of this 'Centre of Excellence' through various means.
- Will provide Guide(s) for Research & Development purpose.
- Will assist for Placement activities.

Responsibilities of DAVIET:

- Will provide a furnished Internet lab of at least 30 computers (in beginning), a dedicated cabin with 200-300 Sq. Ft., along with Furniture and Fixing, Electricity and other basic Amenities.
- Will provide the Lab Assistant, Guard, Peon/ Office Boy, Cleaner etc. for the smooth operational process.
- To provide dedicated space for placing the Light Boards, Hoarding/ Flex in the campus and Lab Area.
- 'Sedulity Solutions & Technologies' will be acknowledged as Technology partner.
- To provide Auditorium/ Seminar Hall for the Seminar/ Conference Purpose with all the facilities required like LCD Projector, Table Mike, Cordless Mike, Screen, Surround Sound Speaker System, and sitting arrangement for DIAS etc. (As & when required as per the dates provided in advance).
- To promote and Market the activities carried out by this MOU through various modes of Advertisement.
- In case, if any other requirement which appears to be important; that is not mentioned in this agreement, should also be provided by 'DAVIET' for the smooth Training and other research process.
- Provide Proprietary / Commercial software's if required in case of any specific requirement.

Payment/ Commercial Ratio Terms:

- For initial Set-up, MOU signing amount (Non-Refundable) of Rs. 1,00,000 plus 14.5% service taxes extra, has been given by DAVIET via Cheque No. 822878, Dated: 10/12/2015, via Punjab National Bank in the favor of "SEDULITY SOLUTIONS & TECHNOLOGIES", Payable at New Delhi.
- Commercials will be mutually decided on project-to-project basis.
- The Training Fees charged by every student, faculty, or industry professional, will be decided as per the mutual understanding before the commencement of any training program.
- The Financials will be shared in advance before the commencement of the training or any project and therefore the Study Material or the Services will be distributed as per the strength of the participants.

- The payment should be made via Cheque payable at par/ DD payable at New Delhi, in the favor of "SEDULITY SOLUTIONS & TECHNOLOGIES".
- There will be an additional service tax applicable on the total payable amount. Currently the service tax ratio is 14.5% which may vary as per the Govt. norms in future.
- All Govt. Taxes will be applicable in future as per the ratio prescribed by Govt. of India.

Terms, Changes, and Termination

Terms:

This MOU will be effective from the "**Date**" it is Duly Signed by "SEDULITY and DAVIET". The duration of this agreement is 5 years from the date it is signed. All the operations will be taken care by Mr. Mukul, Vice President – Sedulity and Dr. Vinay Chopra, Assistant Prof. – DAVIET.

This MOU is an exclusive agreement of "Centre of Excellence" where SEDULITY and DAVIET hereby agreed that no more Centre of Excellence will be opened in entire Jalandhar by Sedulity and DAVIET will not entertain any other organization for conducting any Training, Research work or project related to Cyber Security.

This MOU is applicable for 3 different Departments as follows;

- **Department of Computer Science Engineering**
- **Department of Information Technology**
- **Department of Computer Application**

Changes:

At any time after providing notice, Sedulity in its sole discretion may:

- Add any new Product, Service, Solutions etc. Or
- Cancel any or all Products, Services, Solutions etc. Or
- Change, Modify, or Discontinue part or all of the Products, Services, Solutions etc. Or
- Change, Modify, or Discontinue any Commercial ratio or any other term related to this contract.

Termination:

Any party may voluntarily terminate this agreement at any time by giving a notice in writing with the period of 6 months or the completion of any commitment/ Services/ Projects whichever comes earlier.

No Damages

In no event shall Sedulity Solutions & Technologies or any of it's parent or sister concern, employee, clients, suppliers have any liability to DAVIET for damages of any nature whatsoever, (direct, indirect, special or consequential) including without limitation, any Hardware, lost profits, loss of data, interruption of business, or costs of procurement of substitute goods or services, whether under theory of contract, even if Sedulity is advised of the possibility of such damages.

This Agreement shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF this MOU has been executed by the duly authorized representative.

SIGNED BY:

For and on Behalf of

SEDULITY

A circular stamp for SEDULITY SOLUTIONS & TECHNOLOGIES with 'Auth. Sign' in the center. A handwritten signature 'Anup Girdhar' is written over the stamp.

Signature & Stamp

NAME: DR. ANUP GIRDHAR

DESIGNATION: CEO-FOUNDER

DAVIET

A handwritten signature 'Dr. Manoj Kumar' is written above a rectangular stamp. The stamp contains the text: 'Principal', 'Signature & Stamp', 'DAS Institute of Engineering & Technology', 'Cable Nagar, Jalanchar-444008'.

NAME: DR. MANOJ KUMAR

DESIGNATION: PRINCIPAL

Witness

For and on Behalf of

SEDULITY

1. MR. MUKUL GIRDHAR


A circular stamp for SEDULITY SOLUTIONS & TECHNOLOGIES with 'Auth. Sign' in the center. A handwritten signature 'Mukul Girdhar' is written over the stamp.


2. MR. RAKESH LAXMAN PATIL

A circular stamp for SEDULITY SOLUTIONS & TECHNOLOGIES with 'Auth. Sign' in the center. A handwritten signature 'Rakesh Laxman Patil' is written over the stamp.

For and on Behalf of

DAVIET

1. 
(Dr. Dinesh Kumar)

2. 
(Harpreet K. Bhas)