



महाराष्ट्र MAHARASHTRA  
 अ नं ३३.३१.००१ दि. १० AUG 2018

TC 270482  
 2 AUG 2018

नाम: RESILIENT INDIA & AEF  
 हस्त: Ashoka marg, Nashik

राजिव चौबे  
 सही: Rajiv Choubey

सुमल कोकोरु वसंत  
 स्टॅम्प वेडर नाशिक  
 प्रमाण क्र १७/२०१२



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on this 11<sup>th</sup> Day of August 2018,

By and Between:

Resilient India (Reg.No. : E-1365 No. PN/CIT(exemp)/Tech/80-G/1008/2017-18/1113) a public non-profit trust Under section 18 of Bombay Public trust Act 1950 having its registered office at Nashik, Maharashtra – 422006, India. Through its Managing Trustee Mr. Rajeev Choubey

C. Rajeev

nitish S.

9/11/18

## AND

Ashoka Education Foundation a society registered under the Maharashtra Public Trust, 1950 bearing Registration No. F - 7359, Nashik and having its office at: 8/1/ 2B, Ashoka Marg, Wadala, Nashik through its authorized Representative Mr. Wasudeo Bhende (Administrator, AEF).

1. Ashoka Center For Business And Computer Studies

(here in after referred as "ACBCS"). Through its Principal Dr. D. M. Gujrathi

2. Ashoka International Centre for Educational Studies and Research (AICESR), Through its Principal Mrs. Preeti Sonar.

3. Ashoka College of Education (ACE), Through its Principal Dr. Ajaykumar Ingle.

4. Ashoka Business School represented by its In-charge Director Adv. Mrs. Manisha Bhamre Hereinafter referred to as the "MBA College"

All above Higher Education Institutes run under the Ashoka Education Foundation is a Party of the First Part

## AND

Synclature Consultancy Pvt. Ltd., (CIN : U74999MH2016PTC282067), a company incorporated under the Companies Act, 2013, having its registered office at C-1003, One BKC, G Block, BKC, Bandra Kurla Complex, Bandra(E), Mumbai 400051, Maharashtra, India, through its Director Mr. Nitish Sabnis

RESILIENT INDIA and SYNCLATURE (hereinafter collectively referred to as the "Resilient India -Synclature Consultancy") and AEF are hereinafter individually referred to as the "Party" and collectively as the "Parties".

## WHEREAS

- A. AEF is committed to impart high quality education to its students and also foster advancement of education in different technical and scientific disciplines. It also has embarked on Industrial research and development to support industries with new and alternate technologies and design solutions
- B. Synclature Consultancy Pvt. Ltd., Mumbai provides training for students to promote and enhance the knowledge and academic interest in Computer Technology.
- C. Resilient India's expertise and domain lies in Risk Management and its mission is "ZERO HARM". It also strongly advocates and supports cyber safety and security to enhance resilience amongst all against cyber threats.
- D. The Parties wish to co-operate with each other to jointly conduct trainings and certification courses on cyber security and risk management, as per the terms and conditions enumerated in this MOU.

*a. Rajiv*  
*Nitish Sabnis*  
*07/11*

NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:

**1. Scope**

1.1 The scope of this MoU is to provide a framework of reference to build a strong and on-going relationship between **AEF** and **Resilient India - Synclature Consultancy** in various areas of mutual interest and benefit.

1.2 To promote and enhance academic interests in students pertaining to cyber safety and security to enhance resilience amongst all against cyber threats.

1.3 To jointly conduct trainings and certification courses on cyber security and risk management.

**2 Co-ordination**

2.1 **AEF** and **Resilient India - Synclature Consultancy** will establish a "**Core Consulting Team**" all the Parties shall ensure that the "**Core Consulting Team**" comprises of appropriate personnel to discuss and implement the ideas. All the parties sides will also have Single Point of Contact for coordinating various activities and for administration purpose is as follows:

For AEF	– Mr. Yogesh D. Joshi (QAG Co-Ordinator)
For Synclature Consultancy	– Mr. Nitish Sabnis
For Resilient India	-- Mr. Rajeev Choubey

2.2 **AEF's Higher Education Institutes** shall be represented by its Head of Department with designated members from **each Higher Education Department** as and when necessary;

2.3 The Parties hereby acknowledge and agree that "**Core Consulting Team**" will meet at least once in three months (every quarter) to ensure successful implementation of all measures mutually agreed to in the areas mentioned in this Document. Date can be agreed mutually. A specific plan will be worked out by the parties depending upon availability of resources.

2.4 Co-operation and promotion of education and training in areas of mutual interest

**3. Responsibilities of AEF.**

- a. To provide name of participants who will be taking training from **RESILIENT INDIA - SYNCLATURE CONSULTANCY**.
- b. To provide technical assistant working in Computer lab during training.

- c. Maintain key Software if provided by **RESILIENT INDIA - SYNCLATURE CONSULTANCY**. **RESILIENT INDIA - SYNCLATURE CONSULTANCY** will provide latest versions of the tools and Hardware if required.
  - d. Utilize the expertise of **RESILIENT INDIA - SYNCLATURE CONSULTANCY**., consultants in Industry.
  - e. If required **RESILIENT INDIA - SYNCLATURE CONSULTANCY**. consultant to visit college for consulting purpose, ACBCS can provide local logistic arrangement for **RESILIENT INDIA - SYNCLATURE CONSULTANCY** engineers for a reasonable and mutually agreed period to carry out consulting activity at ACBCS.
  - f. Allow to use academic infrastructure of AEF for students and faculty members.
4. **Responsibilities of RESILIENT INDIA - SYNCLATURE CONSULTANCY.**
- a. To provide industry experts to support and conduct consulting activity for Training.
  - b. To train students or Faculty on best industry practices and develop competency at AEF premises.
  - c. Explore industry connect to bring in more consulting opportunities
  - d. To allow students to carry out UG projects / internships with minimum agreed duration. The number of students and projects/internship will be decided based on mutual convenience.
  - e. Delivering special lectures at AEF on topics relevant to cyber security.
  - f. Provide necessary help in organizing workshops and programmers at AEF.
  - g. Provide necessary support in development of curriculum and research at AEF.
  - h. Guidance and enhancement in infrastructural development of AEF.
  - i. To provide the course material and certification to the faculties and students.

c. Ray  
Tribhuvan

(5) 1/18

5. **Joint responsibilities of AEF and RESILIENT INDIA - SYNCLATURE CONSULTANCY. AEF and RESILIENT INDIA - SYNCLATURE CONSULTANCY. Jointly agree:**

- a. To closely work together to bring Workshop/Training opportunities for Students and Faculty. Two workshops and 1 FDP's of two days in one year will be supported by **RESILIENT INDIA - SYNCLATURE CONSULTANCY**, and accommodation of the trainers will be taken care by college.
- b. In case of additional funding required developing expertise on consulting, AEF and **RESILIENT INDIA - SYNCLATURE CONSULTANCY**, to put up joint project proposal for funding by govt or any other agencies.
- c. To work towards success of projects and relationship fostering.

6. **Terms and Termination**

- a. This shall come in to effect from, 02/08/2018 and shall remain in effect for a period of twelve (12) months, unless terminated earlier by the Parties. On mutual agreement after a period of twelve months, MOU can be further extended.
- b. Either Party shall have the right to terminate this MOU by giving thirty (30) days prior written notice to the other Party.

7. **Confidentiality**

- 7.1 Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MOU or any information obtained by either Party in performance of or in connection with this MOU. The Parties agree to take all reasonable measures to maintain the confidentiality of all such Confidential Information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.
- 7.2 The obligations of confidentiality shall come into effect upon the signing of this MOU and shall survive even after the termination of this MOU.

8. **Commercials**

The commercials for each consulting opportunity will be discussed and agreed upon by all parties on a case to case basis.

9. **Intellectual Property Rights:**

- 9.1 This policy assures that the intellectual property arising from the research conducted as a part of this agreement is used in the best interest of all parties.

*C. Rao*  
*Nishu*  
*(S)*

9.2 All Parties shall retain their respective rights with respect to any equipment's, methodologies, tools and technologies provided hereunder for the purpose of this MOU. All Parties will ensure that such equipment, Methodologies, tools and technologies are used solely for the purpose set out in this MOU.

#### 10. Liability

10.1 Neither Party Shall Be Liable For Any Indirect Or Consequential Loss, Damage, Cost Or Expense Of Any Kind Whatever And However Caused Whether Arising Under Statute, Contract And Tort Or Otherwise This MOU.

10.2 All Parties Shall Be Liable for Direct, Loss, Damage, Cost or Expense of Any Kind Whatever and However Caused Whether Arising under Statute, Contract and Tort Or otherwise This MOU.

#### 11. Arbitration

11.1. In the event of any dispute or differences arising at any time between the Parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion

11.2. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time.

11.3. The Parties agree shall mutually endeavor to appoint a single arbitrator from AEF, within a period of thirty (30) days. The appointed arbitrator will be referred for resolution. The arbitration proceedings will held at Nashik and only Nashik court will have Jurisdiction to resolve the matter.

#### 12. Governing Law and Jurisdiction.

12.1 This MOU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to Nashik, India court have Jurisdiction to resolve the matter.

#### 13. Non Solicitation

13.1 AEF shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of RESILIENT INDIA - SYNCLATURE CONSULTANCY., who is involved in the performance of its obligations under this MOU.

C. K.  
Nashik  
Nashik

**14. Binding**

14.1 This MOU shall be binding on the Parties.

14.2 The Parties hereby acknowledges that this MOU is confined to the general terms agreed between the Parties for mutual co-operation.

**15. Entire Understanding**

This MOU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral.

IN WITNESS THEREOF, the parties here to have caused this Agreement to be executed by their respective duly authorized representative as of the date first above written

**Resilient India**


Through its Authorised Representative  
**Mr. Rajeev Choubey**

*C. Rajew*  
\_\_\_\_\_

**Ashoka Education**


Through its authorized Representative  
**Mr. Wasudeo Bhende(Administrator, AEF)**

*W. Bhende*  
\_\_\_\_\_



**1. Ashoka Center For Business And Computer Studies ("ACBCS").** Through its Principal **Dr. D. M. Gujrathi**

*D. M. Gujrathi*  
\_\_\_\_\_



**2. Ashoka International Centre for Educational Studies and Research (AICESR),**

Through its Incharge Principal **Mrs. Preeti Sonar.**

*PR Sonar*  
\_\_\_\_\_



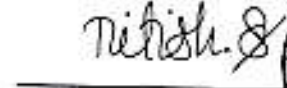
3. Ashoka College of Education (ACE)  
Through its Principal Dr. Ajaykumar Ingle.



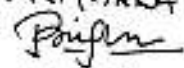

4. Ashoka Business School  
Represented by its In-charge Director  
Adv. Ms. Manisha Bhamre

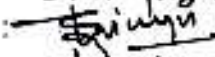



SYNCLATURE CONSULTANCY Pvt Ltd.  
Through its Director  
Mr. Nitish Sabnis




WITNESS:

1. Name : PRIYANKA LAICHOTE  
Sign :   
Address : Nashik Road.

2. Name : Shimpi Shashikant  
Sign :   
Address : Nashik