

Memorandum of Understanding (MoU)

Mibiz 'Enrichment, Enlightenment, and Development Campus Connect', programme

This Memorandum of Understanding (MoU) (hereinafter referred to as "Consortium Agreement") made and entered on this Monday, 09th day of August, 2021.

BETWEEN

Organization:	Alina & Reji Consultants India Pvt Ltd [Mibiz Cyber Forensics Laboratory]
CIN / Registration:	U74999KL2017PTC050830
Incorporation Date:	23-10-2017
Address:	Research & Development : G3B, Thejaswini Building, Technopark Campus, Thiruvananthapuram, Kerala - India - 695581 Cyber Forensics Laboratory: TRIDA Kedaram Shopping Complex, Kesavadasapuram, Thiruvananthapuram, Kerala - India - 695004
Phone Number:	+91 471 2726777
Mobile Number:	+91 9387822966 / 9656205500
Email Address:	info@mibizsys.com
Website:	www.mibizsys.com
Contact Person:	Reji Vasanth V. J., Chairman & Managing Director www.rejivasanth.com
Introduction:	Mibiz Cyber Forensics Laboratory is a company registered with the Department of Industrial Policy & Promotion (DIPP) and it functions as a Non-Stop unit under the Software Technology Parks of India (STPI). The Company has been incubated from the Kerala Startup Mission (KSUM) ecosystem and it received Seed Fund assistance from the Kerala State Industrial Development Corp (KSIDC) & the Project is funded by the Kerala Financial Corporation (KFC). The Centre for Development of Advanced Computing (C-DAC) the premier R&D organization of the Ministry of Electronics and Information Technology (MeitY), Government of India is one of Mibiz Cyber Forensics Technology solution providers. Mibiz is a Member of the Confederation of Indian Industry (CII).
Services:	Mibiz Cyber Forensics Laboratory provides innovative fast track service(s) in Cyber Security, Investigation & Intelligence. Mibiz Cyber Forensics Laboratory services include Disk Forensics, Device Forensics, Cyber Auditing, Network Forensics, Live Forensics, Application Security, Network Security, Mobile Security, Consultancy, Training.

(hereinafter referred to as "LEAD PARTNER" which expression shall mean and include its successors and permitted assigns.),

AND

Institution:	VIMAL JYOTHI ENGINEERING COLLEGE
CIN / Registration:	1-2905851 (PERMANENT ID WITH AICTE)
Incorporation Date:	N.A.
Address:	JYOTHI NAGAR, CHEMPERI P.O., KANNUR, KERALA, INDIA - 670632
Phone Number:	04602212240
Mobile Number:	9496709490
Email Address:	principal@vjec.ac.in , jeethuthomas@vjec.ac.in
Website:	https://www.vjec.ac.in
Contact Person:	Dr JEETHU V. DEVASIA
Introduction:	An educational project of the Archdiocese of Thalassery established in the year 2002
Services:	Education

(hereinafter referred to as "SECOND PARTNER" which expression shall mean and include its successors and permitted assigns.),

WITNESSETH

LEAD PARTNER and SECOND PARTNER have entered into a **Consortium Agreement**, The matters mentioned in the Consortium Agreement are not expressly mentioned in this agreement, but shall form part of this agreement unless specifically excluded or provided otherwise in this agreement.

WHEREAS, LEAD PARTNER, Alina & Reji Consultants India Pvt Ltd [Mibiz Cyber Forensics Laboratory] is engaged in Disk Forensics, Device Forensics, Cyber Auditing, Network Forensics, Live Forensics, Application Security, Network Security, Mobile Security, Consultancy, Training **business activity**.

WHEREAS, SECOND PARTNER, VIMAL JYOTHI ENGINEERING COLLEGE is a company having experience in the area of EDUCATION.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, LEAD PARTNER and SECOND PARTNER hereto agree as follows



ARTICLE 1. DEFINITIONS

The terms stated below have the following respective meanings within this Agreement unless the context results in a different meaning.

- (a) "PARTY" and "PARTIES" shall mean LEAD PARTNER and SECOND PARTNER individually and collectively as the context may require.
- (b) "CONSORTIUM AGREEMENT OR THIS AGREEMENT" means the agreement between LEAD PARTNER and SECOND PARTNER for undertaking the business in the form of consortium agreement
- (c) "Memorandum of Understanding (MoU)" in the form of Consortium Agreement" shall mean this present Agreement and shall include any subsequent written modification and amendments thereto.

ARTICLE 2. OBJECT, ROLES & RESPONSIBILITIES

Mission

Mibiz 'Enrichment, Enlightenment, and Development Campus Connect', the programme should create a Vibrant Knowledge Consortium - developing & maintaining a successful talent pool.

Mission to create "Knowledge economy" "Enlightened Citizenship"

2.1 ROLE AND RESPONSIBILITY OF LEAD PARTNER

Object

To provide Mentorship & Career Guidance support.

To carry on an Internship for B.Tech Computer Engineering students in Cyber Forensics.

To provide Institutional Priority for Internship.

To provide a mutually beneficial Master service Agreement, Technological support in establishing & managing a well-equipped state of the art Cyber Forensic Laboratories (CFL), support in procuring Hardware & Forensic Tools [Indigenous & International], Human Resource, Course & Syllabus design [Curriculum] as per the AICTE/UGC guidelines for B.Tech Computer Engineering students on Security Awareness, Skill Development and Training program

To provide support for students in doing Project works.

To provide Placement support for students of B.Tech Computer Engineering Students.

The Duration of the Internship Program is for 4 weeks with a fee of Rs.5999/- per student [subject to revision annually] for which the LEAD PARTNER will hold the sole responsibility.

Any other role or responsibility as may be mutually agreed.



2.2 ROLE AND RESPONSIBILITY OF SECOND PARTNER

Object	The SECOND PARTNER has agreed to motivate the students to join the internship program for which the LEAD PARTNER will render all assistance.
	To provide support in Campus Interview & Recruitment of B.Tech Computer Engineering Students.
	To provide a Platform (Infrastructure and other resources) for conducting seminars and faculty workshops in the college.
	Any other role or responsibility as may be mutually agreed.

ARTICLE 3. GENERAL TERMS

3.1 Confidential Information means the terms and conditions of this Agreement, any data which may reasonably be considered to be secret or confidential, commercial, financial, marketing or technical information, know-how, trade secrets or other information relating to a Party, in any form or medium, whether disclosed orally or in writing before or after the date of this Agreement and whether or not marked as 'confidential', together with any reproduction of such information in any form or medium, or any part of this information.

3.2 Applicable Laws means the laws and regulations of the Republic of India.

3.3 Good Industry Practice shall mean the Partner acting in good faith to perform its contractual obligations under this Agreement and, in so doing, exercising the degree of skill and care that would reasonably and ordinarily be expected from a skilled and experienced institution/organization.

3.4 Intellectual Property Rights means copyright, computer code or scripts (whether compiled or not in any computer language or program), database right, patents whether registered or applications, utility models, registered and unregistered design rights, registered and unregistered trademarks or service marks, trade names, domain names, inventions, all rights in computer software and data, confidential information, trade secrets, performance rights and all intangible rights, privileges and forms of protection of a nature or having a similar effect to any of the above, including all registrations, applications, renewals, extensions, continuations, divisions and re-issuances associated therewith which may subsist anywhere in the world.

3.5 Territory means the Republic of India.

3.6 Data protection To the extent that any data protection, privacy or similar laws or regulations apply to this Agreement and the performance of the obligations under it, each Party agrees to be bound by, and comply with, the provisions of such Applicable Laws.

ARTICLE 4. COMMUNICATION TO THE PARTIES

Irrespective of whether this is expressly specified in each individual case, all communications which are necessary or permitted with regard to this Agreement and the business are to be affected in writing, i.e. via letter, telex or telegram. These communications are to be forwarded to the following addresses;



LEAD PARTNER

Mibiz Cyber Forensics Laboratory, TRIDA Kedaram Shopping Complex,
Kesavadasapuram, Thiruvananthapuram, Kerala - India - 695004

SECOND PARTNER

VIMAL JYOTHI ENGINEERING COLLEGE, Jyothi Nagar, Chemperi P.O., Kannur, Kerala,
INDIA - 670632.

Any change in the above addresses shall be communicated to other Parties in writing.

ARTICLE 5. CONFIDENTIALITY

(a) All Confidential Information disclosed by a Disclosing Party to a Receiving Party under this Agreement shall be protected under the terms of this Agreement. All Confidential Information will remain the property of the Disclosing Party, which confirms that it has the right to disclose it but does not confirm its accuracy or completeness.

(b) Each Receiving Party shall use all Confidential Information solely for the purpose of this Agreement and whilst the Agreement is in force and for **five (5) years** after the termination of the Agreement, shall:

(i) Not disclose it, except to any Authorized Person where strictly necessary to fulfil the purpose of this Agreement;

(ii) Keep it in a safe and secure place and use reasonable measures to prevent unauthorized access, destruction, corruption or loss;

(iii) Not make any copies, summaries or transcripts of it unless this is strictly necessary for the purpose of this Agreement (all such copies, summaries or transcripts will be deemed to be Confidential Information);

(iv) Notify the Disclosing Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorized person;

(v) Upon written request, immediately return all of it to the Disclosing Party or destroy it if so directed. The Receiving Party may retain Confidential Information as required by law or regulatory requirement or that it may reasonably require for archive purposes. The provisions of this Agreement will continue to apply to any retained Confidential Information; and

(vi) Inform its Authorized Persons of the provisions of this Agreement and take all steps necessary to confirm their compliance with them. All acts or omissions of a Party's Authorized Persons shall be treated as if they were the acts or omissions of the relevant Party itself.

ARTICLE 6. TERMINATION

6.1 This agreement is for five years. This agreement can be renewed either with the same terms or with fresh terms and conditions, at the expiry of five years, from the date of this agreement.

(a) either Party shall have the right to terminate this Agreement by giving **15(fifteen) days written notice to the other Parties** if that other Party or Parties voluntarily or otherwise commits a material breach of any of the terms and conditions of this Agreement, provided that if the breach is remediable, the right aforesaid shall be exercisable only if the breach is not remedied within **45 (forty-five) days** of a written notice requiring to remedy the same;

ARTICLE 7. MISCELLANEOUS

7.1 The official language of this Agreement is English.



All documents and other papers of importance which relate to the Company shall be drawn up in English language and shall be binding upon the Parties. Correspondence among the Company and the Parties in the course of daily business shall be conducted in the English language.

ARTICLE 8. MODIFICATIONS

This Agreement shall not be altered modified or supplemented except with the prior written approval of the Parties hereto.

ARTICLE 9. INDEPENDENT PARTIES

The Parties shall act in all matter pertaining to this Agreement as independent parties and nothing contained herein shall constitute either as the agent or as the partner of the other Parties and does not give any Party the power to represent the other Parties hereto.

ARTICLE 10. CONDITIONS PRECEDENT

10.1 This Agreement shall take effect only after all the following conditions precedent have been fully satisfied.

10.2 This Agreement has been executed by the Parties and the following approvals have been obtained;

- (1) Approvals required to enable the agreement to undertake activities contemplated by this Agreement by the respective Parent Company.
- (2) Agreement has been approved by formal resolutions of the Parties and the signatory to this agreement has been authorized to execute the agreement.

IN WITNESS HEREOF the Parties hereto have executed this Agreement on the day and year first hereinabove written.

LEAD PARTNER

Name	Reji Vasanth V. J
Position	Chairman & Managing Director

For ALINA & REJI CONSULTANTS INDIA PVT LTD



10-08-2021
Date of signature

Signature

Chairman & Managing Director

SECOND PARTNER

Name	Fr. JAMES CHELLAMKOTTU
Position	MANAGER

10.08.2021
Date of signature

Signature



MANAGER
VIMAL JYOTHI ENGINEERING COLLEGE
CHEMPERI - 670632,
KANNUR DIST.

