



VIVEKANAND EDUCATION SOCIETY'S

College of Law

(Affiliated to University of Mumbai, Approved by BCI & Recognised by Govt. of Maharashtra)
Accredited 'B+' Grade with CGPA 2.72 by NAAC (1st Cycle)

CRITERIA 3.5.2

MoUs

Sr. No.	Description of the Document
1.	Asian School of Cyber Law
2.	Prerana (NGO)



V. Athervale
I/C PRINCIPAL
V.E.S. College of Law
Sindhi Society, Chembur, Mumbai

Memorandum of Understanding

**Asian School of Cyber Laws, Pune and
Vivekanand Education Society's College of Law
to Conduct Diploma in Cyber Law Course**

This Memorandum of Understanding (hereinafter referred to as MOU) is signed at Mumbai on this 2nd of May 2018 between Vivekanand Education Society's College of Law, Mumbai hereinafter referred to as VESCL and Asian School of Cyber Laws, Pune hereinafter referred to as ASCL.

For Asian School of Cyber Laws

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Authorized Signatory

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Sindhi Society, Chembur, Mumbai

WHEREAS ASCL has expertise in providing education, training and consultancy in the field of cyber law;

AND WHEREAS VESLC is desirous of providing a quality course in cyber law in the distance mode;

NOW THEREFORE VESLC and ASCL have decided to enter into this MOU in the manner expressed in this document.

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 VESLC 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 VESLC and ASCL.

II. Application forms

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1. ASCL shall provide the website page for completing the online application form for prospective students.
2. VESLC will be responsible for collecting the forms in the physical format. At the end of the admission time, VESLC will make a final list of all students and will then send a copy of the list to ASCL.

III. Eligibility for the course

1. The eligibility for the course in the classroom mode will be 10+2. VESLC will be responsible for administering 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.

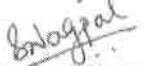
IV. Collection and distribution of Course Fees

1. The fees for the DCL course and the fee sharing between VESLC and ASCL shall be as per Annexure - II attached to this MOU.
2. The collection of fees from students will be done by VESLC.
3. ASCL's share in the said fee shall be paid to ASCL by VESLC 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. Commencement of Batches shall be subject to enrollment of minimum number of 25 students
2. ASCL shall conduct 2 query resolution (Contact Classes) of 2 hours each. The schedule of classes shall be decided mutually by VESLC and ASCL.
3. 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. 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.

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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.

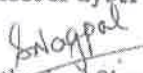
VI. Course material

1. ASCL shall provide course material (both online and hardcopy) to the students enrolled for the DCL course. All expenses relating to the preparation, updation, 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 VESLC.
3. VESLC shall be responsible for distributing the course material to the enrolled students.


VII. Assessment Procedure and Certification

1. The assessment for the DCL course shall consist of one online examination of three 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.
4. The students may give the exam from any convenient location, which has a stable Internet and Electricity connection.
5. Neither VESLC nor ASCL shall be responsible for arranging premises for conducting the online examination. 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.

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7. The date of re-examination for the DCL course will be mutually decided by VESLC and ASCL.
8. ASCL and VESLC 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 VESLC.
10. VESLC shall be responsible for distributing the certificates to the successful students.

VIII. 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.

For Asian School of Cyber Laws

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Authorised Signatory



W. Atharvade
VC PRINCIPAL
V.E.S. College of Law
Sindhi Society, Chembur, Mumbai

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 estoppels against asserting, the right to require such performance, nor shall such failure in one case constitute a waiver or estoppels 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.

For Asian School of Cyber Laws

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Authorized Signatory



M. H. Tharwale
I/C PRINCIPAL
V.E.S. College of Law
Sindhi Society, Chembur, Mumbai

7. Relationship

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 V.E.S. College of Law.


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 V.E.S.College of Law


Principal
V.E.S. College of Law
Sindhi Society, Chembur, Mumbai-71.


Adv. Laxman P. Kanal
Managing Trustee




I/C PRINCIPAL
V.E.S. College of Law
Sindhi Society, Chembur, Mumbai

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 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 V.E.S. College of Law


Dr. Jyoti Deshmukh
Principal
V.E.S. College of Law
Sion, Chembur, Mumbai-71.


Adv. Laxman P. Kanal
Managing Trustee

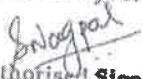



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V.E.S. College of Law
Sion Society, Chembur, Mumbai

Annexure - II


1. The fee for the DCL course in the Online mode shall be Rs.6,500/- per student out of which VESLC will retain Rs.2,500/- 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 V.E.S.College of Law


Dr. Jyoti Deshmukh
V.E.S. College of Law
Sinh Society, Chembur, Mumbai-71.


Adv. Laxman P. Kanal
Managing Trustee




I/C PRINCIPAL
V.E.S. College of Law
Sinh Society, Chembur, Mumbai

To,
Dr. Varsha Athavale
Principal,
VES Law College, Mumbai

2nd May 2023

Subject: Continuation of MOU dated 8th June 2023

Respected Ma'am,

This letter is to acknowledge our mutual decision to continue offering the Diploma in Cyber Law (DCL) program as per the terms of the previous MOU dated 2nd May 2018 for a further period of one-year.

All the administrative and financial terms remain unaltered and same as the previous MOU.

We thank you for continued support in assisting us provide seamless programs in your esteemed college.

Regards,



Shuchi Nagpal
CEO,
Asian School of Cyber Laws



Varsha Athavale
I/C PRINCIPAL
VES College of Law
Sindhi Society, Chembur, Mumbai



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Accredited 'B+' Grade with CGPA 2.72 by NAAC (1st Cycle)

Ref. No. : VESCL /

Date : 05/02/2024

Memorandum of Understanding (MoU)

Between:

Prerana (NGO)

Contact Person: Ms. Priti Patkar, Co-Founder &

Director Email ID: preranakp2010@gmail.com

And:

Vivekananda Education Society's College
of Law College Representative's Name and
Designation

Dr. Swapnil Subhashrao Choudhary

College Representative's Email Address

swapnil.chaudhary@ves.ac.in

College Representative's Phone Number

8879088428

Subject: Memorandum of Understanding for Para Legal Training Programme

Date of Signing: 05/02/2024

This Memorandum of Understanding (MoU) is entered into between Prerana, represented by Ms. Priti Patkar, Co-Founder & Director, and Vivekananda Education Society's College of Law, represented by Dr. Swapnil Subhashrao Choudhary, Assistant Professor of Law, collectively referred to as the "Parties."

Objective:

The primary objective of this MoU is to establish a collaborative framework between Prerana and Vivekananda Education Society's College of Law for the implementation of a Para Legal Training Programme.

Priti Patkar

Sindhi Society, Chembur, Mumbai - 400 071.

Mob. No : 85919 83684 • E-mail : ves.law@ves.ac.in / veslaw09@rediffmail.com



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Ref No. : VESCL /

Date : 05/02/2024

Programme Details:

1. **Programme Title:** Para Legal Training Programme
2. **Date:** 20th February to 22nd February 2024
3. **Venue:** Auditorium, VES Art's Science and Commerce College, Sindhi Society, Chembur

Roles and Responsibilities:

1. Prerana:

- a. Provide experienced trainers and resource persons for the programme.
- b. Develop the curriculum and training materials.
- c. Promote the programme through its network.

2. Vivekananda Education Society's College of Law:

- a. Provide the necessary infrastructure, facilities and other logistical needs for the training programme.
- b. Facilitate four post-programme visits and PLV Card applications of the participants in collaboration with the competent authorities.
- c. Facilitate the participation of law students.
- d. Publicize the programme within the legal community.

Financial Arrangements:

- Costs related to the trainers' fees and snacks on 22nd February 2024, will be borne by Prerana. Payments to be carried out directly to the vendors.
- Costs related to printing of materials (Standee, Certificates etc.), food and refreshments for participants on 20th, 21st and lunch on 22nd February 2024, to be borne by the College.
- No financial transactions will be carried out between the College and Prerana

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Confidentiality:

The Parties agree to maintain the confidentiality of information shared during the collaboration.



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Ref. No. : VESCL /

Date : 05/02/2024

Duration and Termination:

This MoU will be in effect from the date of signing and will continue until the completion of the Para Legal Training Programme. Either party may terminate this MoU with written notice to the other party.

Amendments:

Any amendments to this MoU must be made in writing and agreed upon by both parties.

Governing Law:

This MoU shall be governed by and construed in accordance with the laws of Mumbai.

Signatures:

Date: 05/02/2024

Ms. Priti Patkar, Co-Founder & Director, Prerana

Date: 05/02/2024

Dr. Swapnil Subhashrao Choudhary, Assistant Professor of Law