

A.B.M.S. Parishad's

YASHWANTRAO CHAVAN LAW COLLEGE,

PARVATI, PUNE - 411009

ID No. PU/PN/LAW/038/1978, Affiliated to Savitribai Phule Pune University, Recognized by BCI and Accredited by NAAC, Bengaluru

Website- www.yclawcollegepune.org, Email- yclawpune@gmail.com, Telephone- 020-24221002



SSR 2023 for Cycle IV 2017-18 to 2021-2022

Criterion 3 – Teaching- Learning and Evaluation

Key Indicator -3.5 Collaboration

3.5.2 Number of functional MoUs with national and international institutions, universities, industries, corporate houses law-firms etc. during the last five years

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S. No.	Parties of MoU	Pg. No.		
1	MoU between the College and the Asian School 3-14			
	of Cyber Laws			
2	MoU between the College and the Social	15-17		
	Suraksha Organisation			

\$25100 HUNDRED RUPEES ন INDIA INDIA NON JUDICIAL महाराष्ट्र MAHARASHTRA 0 2019 0 859121 VK Z Z JUL 2019 फक्त प्रतिज्ञापत्रासाठी 900 ज्या कारणासाठी ज्यानी मुद्राक खरेली केवा ल्यांनी त्याच कारणासाई ST. BELDE and the other मुद्रांक विकत घेणा-याचे नांक्र 2 A HENDALICH 91 2019 JUL 1 नकिस्ताल कापरणा Care Charles Borados श्री. अनित द. शिंग्टे 25 2 69 L'ITTINI परवाना झा. २२०१०२५ नुद्रांक विकत घेणाऱ्याची सही २९८ २. पर्वती, पुणे-४९९००९ शालकिय कार्यालयासभोर/न्यायालवासभोर प्रतिज्ञापत्र मादर जरण्यासाठी बुडांक कागवायी आवश्यकता नाही. (शासन आदेश दि १/७/२००४ नसार) मुद्रांक खरेदी केल्यापासुन १ Understanding 🖌 ASAN PARAKI INE Asian School of Cyber Laws, Pune and legd. No 246 Yashwantrao Chavan Law College, Pune Exp to Conduct Diploma in Cyber Law This Memorandum of Understanding (hereinafter referred to as MOU) is signed at Pune on this Dyth day of JULY 2019 between Yashwantrao Chavan Law ĝ. College, Pune, hereinafter referred to as YCLC and Asian School of Cyber Laws, Pune, hereinafter referred to as ASCL. Page 1 of 10 Scholap THIS DOCUMENTS

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

AND WHEREAS YCLC is desirous of providing a quality course named Diploma in Cyber Law;

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 YCLC in online mode.
- 2. Upon successful completion of the said course, students shall receive certificate for the same issued jointly by YCLC and ASCL.

II. Sale and Distribution of the prospectus and application forms

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The distribution of application forms to prospective students of DCL shall be undertaken by YCLC.

All expenses relating to the design and printing of the said application forms shall be borne by ASCL.

III. Eligibility for the course

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 The eligibility for the course in the online mode will be 10+2 with a minimum of 40%. YCLC will conduct the admission process and the same will be given on merit basis.

IV. Collection and distribution of Course Fees

- The fees for the DCL and the fee sharing between YCLC and ASCL shall be as per Annexure – II attached to this MOU.
- 2. The collection of fees from students will be done by YCLC.
- 3. ASCL's share (As per Annexure II) of the said fee shall be paid to ASCL by YCLC by way of cheque 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 by YCLC within 20 days of the commencement of the course.

V. Schedule of Course

- Each batch of DCL in the *online mode* shall begin in the month of August / September and shall be of 6 months' duration. The exact date of commencement shall be mutually agreed upon by the YCLC and ASCL.
- The Online examination for DCL in online mode shall be held in the month of February / March the following year.

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3. The results for DCL shall be declared within 30 days of the said examinations

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4. The dates of commencement of the Diploma, assessments and declaration of results for each batch are, however, subject to revision after mutual consent by both parties.

VI. Course material

ASCL shall provide online digital learning material to the students enrolled for DCL. All expenses relating to the preparation, updation, and online access of the said material shall be borne by ASCL. The Syllabus of DCL is hereby attached as **Annexure – I** to this MOU.

- 1. ASCL shall also provide supplementary video content in addition to the aforementioned Diploma material to facilitate holistic learning of the subject.
- 2. The students will be given access to ASCL ONE (ASCL's Online Education Platform).

VII. Classes

- ASCL shall conduct 2 online query resolution classes per batch. The exact schedule of query resolution classes for the online course shall be finalized by YCLC and ASCL after considering the convenience of students enrolled for DCL.
- Students will be expected to send in their queries online in advance. The query
 resolution classes will be conducted only subject to students submitting their queries
 in advance (as per schedule decided by YCLC and ASCL).
- 3. ASCL shall provide the online platform for conducting the classes. The students will be expected to use their mobile devices to access the class online.
 - a. The technical support for this platform will be provided by ASCL.

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ASCL shall provide expert faculty for conducting the classes of DCL in online mode. All expenses relating to the fee payable to the faculty and traveling incurred by the faculty for conducting the said classes, if any shall be borne by ASCL.

VIII. Assessment Procedure and Certification

- The assessment for DCL shall consist of one online examination of two hours and 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 DCL and shall provide the online question paper for the said assessment.
- The students may give the exam from any convenient location, which has a stable Internet and Electricity connection.
- 5. ASCL shall provide the online portal, which the students will be able to access to appear for the examination.
- 6. A student of DCL, 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.
- 7. The date of re-examination for DCL will be mutually decided by and ASCL.
- 8. ASCL and YCLC shall jointly grant the certificate to successful students.
- 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 YCLC. YCLC shall be responsible for distributing the certificates to the successful students.

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459 Cancellation / Ratification

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This MOU shall initially be in force for a period of one year, and may thereafter be renewed for such period and on such terms as may be mutually agreed.

- 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 three 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.

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. both parties agree to attempt arbitration using an independent arbitrator. The decision of such independent arbitrator 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.

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Variation and Waiver

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

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

PRINCIPAL Yashwantrao Chavan Law College Pune - 411 009.

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THIS DOCUMENTS

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 **YCLC**.

IN WITNESS WHEREOF the parties have put their respective hands and signed this MOU.

Signed for and on behalf of the said ASCL

Gokul Narayan, Chief Operations Officer (Business Development & Academics) Asian School of Cyber Laws

Signed for and on behalf of the said YCLC

Scholop Principal. Yashwantrao Chavan Law College, Pune Signed at Pune this 24th Day of <u>5414</u> - 2019

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Diploma in Cyber Law

Course Syllabus

Module I: Legislative Framework Module II: Judicial, Quasi-judicial and Investigative Framework Module III: Related Issues Module IV: Digital Signatures – Technical Issues Module V: Electronic & Digital Signatures – Legal Issues Module VI: Electronic Contracts Module VII: Computer Software – Copyright Law & Licenses Module VIII: Computer Databases, Domain Names & other IP issues Module IX: Penalties under the Information Technology Act Module X: Offences under the Information Technology Act

Signed for and on behalf of the said ASCL

Gokul¹Narayan, Chief Operations Officer (Business Development & Academics) Asian School of Cyber Laws

Signed for and on behalf of the said YCLC

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Principal, Yashwantrao Chavan Law College, Pune Signed at Pune this <u>24</u>th Day of <u>3414</u> - 2019

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THIS DOCUMENTS O PAGES CONTAINS ... Ja. Annexure - II

4,000/- per student to be paid entirely to ASCL. YCLC will not charge a fee above and beyond this amount.

Signed for and on behalf of the said ASCL

M. PARAKH

PUNE Regd. No 2469

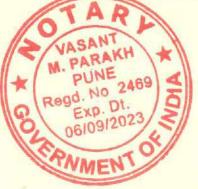
Exp. Dt. 06/09/2023

> Gokul[®]Narayan, Chief Operations Officer (Business Development & Academics) Asian School of Cyber Laws

Signed for and on behalf of the said YCLC

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Principal, Yashwantrao Chavan Law College, Pune Signed at Pune this <u>14</u> Day of <u>3414</u> - 2019



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Exp. Dt. 06/09/2023

Noted and Registered at Sr.No. F 340 | Date 29 JUL 2019





YASHWANTRAO CHAVAN LAW COLLEGE

Affiliated to Savitribai Phule Pune University, Pune (I. D. No. : PU/PN/LAW/038/[1978]) Recognised by BCI, New Delhi and Reaccredited By NAAC, Bengaluru Date : 30 06 2020

Ref. No. :

Dr. Shubhada Gholap Principal

To, Mr. Gokul Narayan, Chief Operations Officer, Asian School of Cyber Laws, Pune

Subject: Continuation of MOU

Respected Sir,

- With reference to subject mentioned above Yashwantrao Chavan Law College and Asian School of Cyber Laws have signed MOU on 24th July 2019.
- 2. In accordance with the conditions of MOU both the parties have conducted the Course successfully.
- 3. As per clause IX sub-clause 1 of MOU regarding Cancellation / Ratification, it is mentioned that "This MOU shall initially be in force for a period of one year, and thereafter be renewed for such period and on such terms as may be mutually agreed."
- 4. After the successful conduct of first batch, the College has decided to continue the said MOU for further period till its mutual cancellation.

Kindly convey your consent for the same.



Yours Sincerely,

Scholap

Dr. Shubhada Gholap



To, Dr. Shubhada Ghosal Principal, Yashwantrao Chavan Law College, Pune

 7^{th} July 2020

Subject: Continuation of MOU

Respected Dr. Gholap,

We acknowledge receipt of you letter dated 30/06/20 and are happy to continue our association with your esteemed college to provide the Diploma in Cyber Law course to students.

We also agree to continue providing the course and all our obligations related thereto till such further period as is mutually acceptable.

Regards,

Gokul Narayan Chief Operations Officer Asian School of Cyber Laws

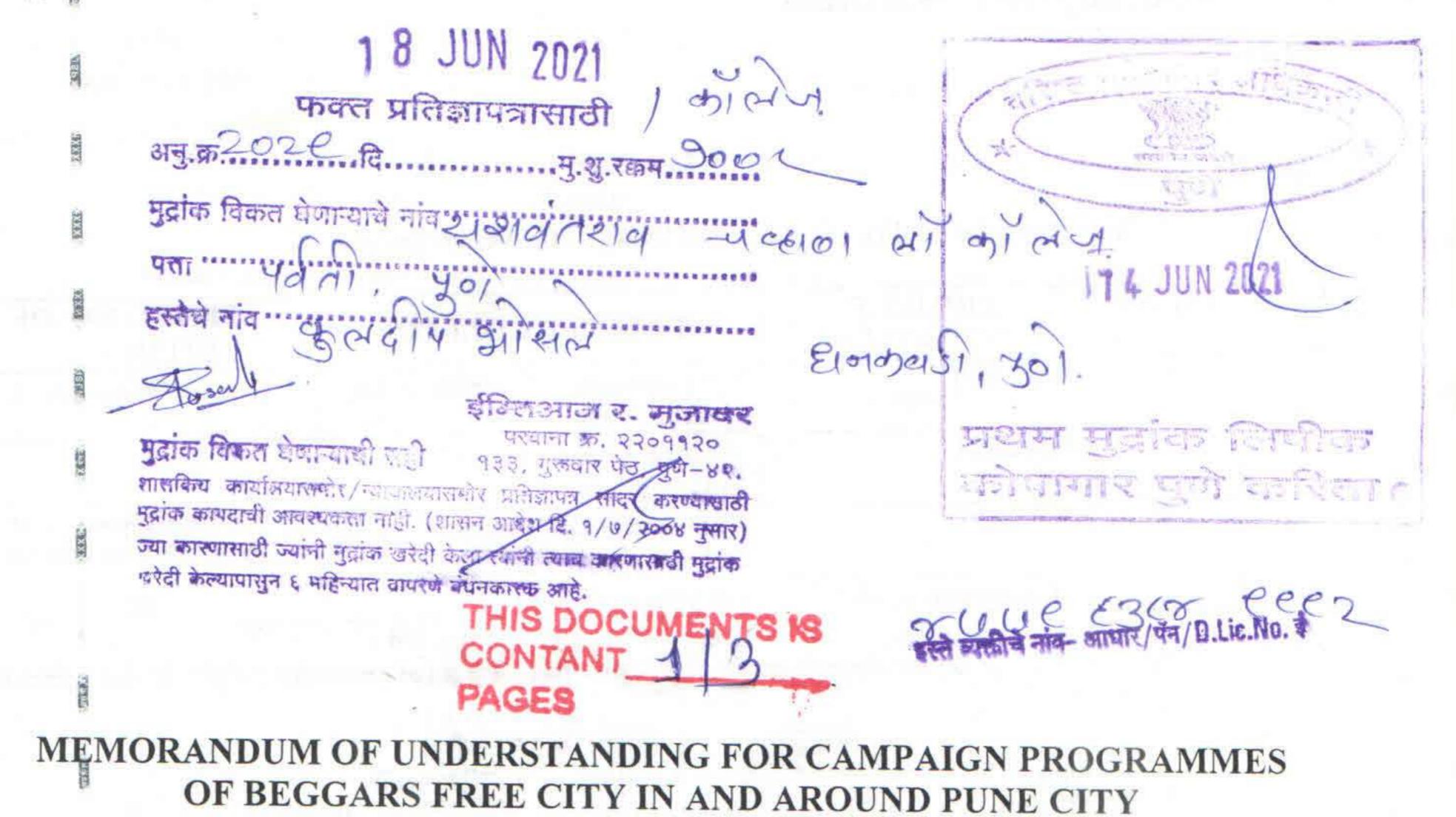






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THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made 21/06/2021 on BY AND BETWEEN:

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ShinDE

Regd. No. 16324

EXP. DATE

27/01/2025

MENT

SURAKSHA SOCIAL ORGANISATION, a NGO registered under the Public Bombay Trusts Act, 1950 bearing Registration Number MH/1434/2017/PUNE, having its registered office at 9, Amar Grafikon, Plot No 97, Lullanagar, Pune - 411 040, represented by Mr Vishal Baban Ovhal authorized by the Suraksha Social Organisation, Board of Trustees, which expression shall unless excluded by or repugnant in the context be deemed to include his successors and assigns (hereinafter referred as "SSO")

AND

YASHWANTRAO CHAVAN LAW COLLEGE, PUNE having its office at Parvati, Pune. through Dr. Shubhada Gholap, Principal (which expression shall unless excluded by or repugnant in the context be deemed to include it successors and assigns). (hereinafter referred as "YCLC")

Whereas, SSO has informed YCLC that it has been providing and enhancing the quality of the standard of people who have been deprived from their basic needs especially children and women with the involvement of Law Students of YCLC.

Whereas, SSO and YCLC want to enter into an MOU for the scope and purpose as set forth in Clause 1 below.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained in this MOU, the parties agree as follows:

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1. Purpose, Scope of the MOU:

This MOU provides for:

Improving the quality of standard of living of the beggar people. a)

PHASE	PROJECT INITIATION		
1.	July 2020	Yashwantrao Chavan La College, Pune	iw 60
2.	July 2021	Yashwantrao Chavan La College, Pune	ıw 60
3.	July 2022	Yashwantrao Chavan La College, Pune	1w 60
	Student strength	Per year	60

b) Activities to be undertaken to conduct beggars free city awareness campaigns in and around Pune City.

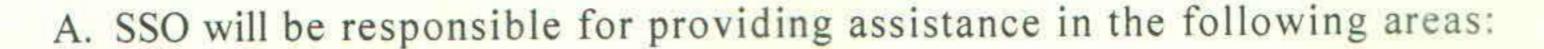
- To support Street/Beggars Children with their education needs c)
 - remedial coaching for academically deprived children after their working hours, and
 - (ii)

adult education classes for illiterate/marginally literate parents of Street Children so that the children and parents both get an opportunity of learning.



To complement the government's interventions at introducing skill development opportunities d)which will be introduced THIS DOCUMENTS IS

2. Roles & Responsibilities of SSO



Beggars Free City Campaigns: - Beggars free city campaigns will be held in and around Pune a) and permissions regarding the same will be obtained by SSO.

b) Police Actions against beggars: The actions will be taken against beggars and SSO will take the responsibility to arrange the students/participants in such activities.

Police Assistance : All the programmes will be conducted under the supervision and C) assistance of Pune Police and SSO will take the responsibility for the same.

d) List of Students - The List of students/participants for every year programmes will be provided by YCLC and there will be no change/inclusion of any other students therein.

Reports: Reports of every campaign and programmes will be prepared by the students and SSO and will be submitted to YCLC.

- Duration : The programmes will have 45 days trainings and on field campaign activities in an **f**) academic year.
- Transportation/Meal: SSO hereby takes the responsibility to make the expenses for travelling g) and Meal of the students for such programmes.

Certification: Both SSO and YCLC have agreed to prepare the Certificate of Participation of h) students and will be given to the students on completion of such Internship Programmes.

3. Project Duration: This MOU will be effective for the three academic years (from 2020-2021 to 2022-2023) and will be implemented in 3 phases.

4. Termination: Either party may terminate this MOU at the end of any academic year by mutual written consent by giving 3 months notice to the other party.

IN WITNESS WHEREOF, the parties hereto have affixed their signature on the day, month and year first above written after going through and fully understanding the contents of this MOU.

For YCLC

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