

महाराष्ट्र MAHARASHTRA

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श्री बाय. जी. लहाने  
मुद्रांक विक्रेता  
जि.अ. कार्यालय औरंगाबाद  
परवाना क्र. 3101009

को.अ. औरंगाबाद - न.श.म. २२८ - को.अ. औरंगाबाद  
२२०० - २११५/१८ म.अ. २११५/१८

२१/०२/१८ १२/०२/१८

**Memorandum of Understanding  
between  
National Institute of Electronics and Information Technology,  
Aurangabad, Maharashtra  
and  
Government Institute of Forensic Science,  
Aurangabad, Maharashtra**

This Memorandum of Understanding (MoU) is made and entered and executed on Tenth Day of March, Two thousand eighteen at Aurangabad, Maharashtra.

*Sanjeev*

*Sanjeev*



## BY AND BETWEEN

1. **National Institute of Electronics and Information Technology Aurangabad**, (hereinafter referred to as the “**NIELIT Aurangabad**”) located at Dr. Babasaheb Ambedkar Marathwada University campus, Aurangabad, Maharashtra which is one of the prominent Centres of National Institute of Electronics and Information Technology (NIELIT), an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, New Delhi, having its registered Head office at NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka- 110077, New Delhi, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the **FIRST PART**.

and

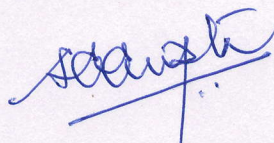
2. **Government Institute of Forensic Science, Aurangabad** (hereinafter referred to as the “**GIFSA**”) an institute totally controlled and funded by Department of Higher and Technical Education, Govt. of Maharashtra, with its official address at Nipatniranjan Nagar, Caves Road, Aurangabad-431004, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the **SECOND PART**.

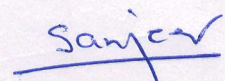
3. WHEREAS, **NIELIT Aurangabad** (erstwhile CEDTI), is engaged in skilling, product designing & development, applied research and consultancy in the field of Information, Electronics, Communication Technology (IECT). **NIELIT Aurangabad** is also a Research Centre of the Dr. B.A.M. University, Aurangabad for conducting research leading to award of Ph.D. Degree in Engineering and Technology. It is offering capacity building courses especially in Electronics Design and Technology, Electronics product design and Development, Manufacturing (Electronics & Mechanical) Technology, Applied research and consultancy in both formal and non-formal sectors.

4. WHEREAS, **NIELIT Aurangabad**, offers the Non-formal NSQF Aligned Certificate Courses in the field of Electronics, Computer and Information Technology to upgrade skills of engineers and candidates in the above field. **NIELIT Aurangabad**, offers the formal AICTE Approved M.Tech.(EDT), B.Tech.(ESE) and DEPM Courses.

5. WHEREAS, **GIFSA** is totally dedicated to impart quality education and research in the field of forensic science. The Institute runs on the five core values, namely, equity, innovation, transparency, efficiency and team work. The Institute incorporates best of the academic practices and infrastructure to provide enhanced value addition and lifelong learning opportunities to its students, so as to make them contribute proactively to the development of their family, society and nation.

6. WHEREAS, **GIFSA** is housing seven well equipped departments and qualified, dedicated and dynamic faculty members. The Departments are; Forensic Science, Forensic Chemistry, Forensic Physics, Forensic Biology, Forensic Psychology, Digital and Cyber Forensics and Law. The Institute currently runs four programs in the field of forensic sciences







and allied disciplines, namely, B.Sc. (Forensic Science), M.Sc. (Forensic Science), PG Diploma in Forensic Science and related Laws and PG Diploma in Cyber Forensics and related Law.

7. WHEREAS, **GIFSA** apart from its regular teaching and research activities, also involved in giving training to police officers and officials. Moreover, GIFSA provides consultancy to police departments, CID and other stake holders of Forensic Science.

8. WHEREAS, **NIELIT Aurangabad** undertakes external projects, consultancy and other assignments related to examination system and technical education. Unique skilling programs being offered by this Center are designed with the belief that any engineer concerned with the development of new electronic product needs to integrate the functional design, industrial design, equipment packaging and manufacturing. Some of the innovative projects undertaken by our students of this Center in the past are Grape Drier System, Solar Powered Motor Cycle, RF based Marathon System, Navigation System for Visually Challenged, X- Ray Image Processing for Non-Destructive Detection of Spongy Tissue in Alphanso Mango, Automatic Control of Irrigation Cum Fertigation System, Electronic Raisin Sorter.

9. WHEREAS both parties have held discussions and are pleased to enter into this Memorandum of Understanding for running a **One year PG Diploma Course in IT Security and Digital Forensics.**

10. Both parties strongly believe that such collaboration would lead to a continuing period of meaningful interaction, cooperation and exchange of information and ideas for mutual benefits as well as for the benefits of the students of Maharashtra.

11. Both parties shall endeavor to work towards fulfilling their roles and responsibilities.

12. Roles & responsibilities of **NIELIT Aurangabad**

12.1 The NIELIT, Aurangabad will take the online registration of the candidates. A link for registration will also be provided at the website of GIFSA.

12.2 NIELIT, Aurangabad will conduct the classes (Both theory and Practicals) for the IT Security part of the Course i.e. 1st semester of the course.

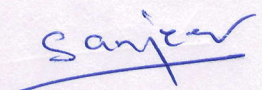
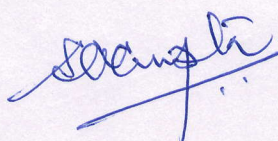
12.3 NIELIT, Aurangabad will developed the infrastructure (Laboratories, Class rooms, library etc.) related to the Conduction of IT Security Courses.

13. Roles & responsibilities of GIFSA

13.1. The GIFSA will also take part in selection and counseling of the candidates.

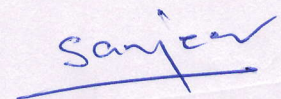
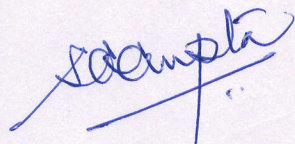
13.2. GIFSA will conduct the classes (Both theory and Practicals) related to Digital Forensics of the Course i.e. IInd semester of the course.

13.3. However, the project of the students, which has taken in IInd semester, will be taken care on mutual consent basis as per the choice (Cyber Security/Digital Forensics) of the students.





- 13.4. GIFSA will develop the infrastructure (Laboratories, Class rooms, library etc.) related to the Digital Forensics part of the Courses.
14. Joint roles & responsibilities of **NIELIT Aurangabad** & GIFS, Aurangabad.
- 14.1 Formation of a coordination committee consisting of three members from each party who will be responsible for the effective implementation of the MOU.
- 14.2 Technical team of both the institute will participate in designing, getting market acceptance, getting approval from University or any other approving authority as per the requirement arising from time to time.
- 14.3 Both institutes agree to help, identify and invite the faculty members and researchers from the other institutes to participate in activities like Conferences, Workshops and Short-term Courses etc., which would add up values to the course.
- 14.4 Both the institute will put efforts towards the employability of the students passing out of this course.
- 14.5 Any matter, which is not stipulated in the MOU, shall be settled in good faith by discussion between the parties in the spirit of understanding and cooperation.
- 14.6 Each party shall not make any public announcement or statement or publish or release any information in relation to any proposed activity or proposed collaboration without the prior written approval of both parties.
15. Financial Responsibilities
- 15.1 Registration fees of the candidates will be received by NIELIT, Aurangabad and be utilized admission process.
- 15.2 Tuition fee towards first semester will be received by NIELIT, Aurangabad as there Module is running in the first semester. (Annexure I ).
- 15.3 Fee towards the Second Semester will be received by GIFSA.
- 15.4 Examination fee will be shared as per the subject/s, and will go the institute, who is teaching that course.
- 15.5 Hostel fee, Mess charges, library fee, sports fee etc., will be charged as per the prevailing rules of the Institutes where the student is availing such faculties.
16. Validity of the MOU
- 16.1 This MOU is effective from the date of MOU signed by both the parties and will be valid initially for a period of three years and may further be amended or extended by the mutual written consent of both parties.
- 16.2 This MOU may be amended, renewed and terminated by mutual written agreement of the institutes at any time.
- 16.3 Either Institute shall have the right to terminate this MOU upon 60 days prior written notice to the Other Institute.





17. Confidentiality

- 17.1 The NIELIT, Aurangabad and the GIFS, AURANGABAD agree to hold in Confidence all information/data designated by the institutes as being Confidential which is obtained from either institute or Created during the performance of the MOU and will not disclose the same to any third party without Written Consent of the other institute.
- 17.2 The above Confidential clause under this MOU excludes the information/data possessed by either institute before entering into this MOU or independently developed and/or information already available through public domain.
- 17.3 Each party shall keep confidential any information that it receives from the other party which is marked confidential or which a party notifies the other party is confidential

18. Coordinators

Both Institutes will designate persons who will have responsibility for Coordination and implementation of this agreement.

19. Indemnity

The parties agree to indemnify and keep each other protected and harmless against any claim or action made by any third party and/ or any loss and damage caused to either party, liabilities, costs and expenses of every kind, that relate to the or arise from because of failure on the part of the other party to discharge an obligation arising out of or in relation to this MOU including but not limited to:

- a) Breach of any of the terms and conditions of the MOU by the indemnifying Party;
- b) Any acts, commissions, omissions, negligence or contribution of the indemnifying Party,
- c) its officers, representatives, employees, agents, contractors or sub-contractors in any manner under any provision of this or in relation to this MOU;
- d) Infringement of any third party's intellectual property rights on account of any activity carried out by the indemnifying Party;
- e) Any claim, action, suit, liabilities, loss or any other legal proceeding filed by any other third party against indemnified Party due to its negligence, acts, commissions, omissions of indemnifying Party under this MOU;
- f) Breach or contravention of any applicable law by the indemnifying Party.

20. Force Majeure

The parties are not liable for any failure in performance of their obligation if such failure is as a result of Force Majeure events only if such Force Majeure is accepted by any of the parties.



21. Arbitration & Jurisdiction

- 21.1 Both the GIFSA and **NIELIT Aurangabad** agree that provisions content in this MOU do not create any legal obligations between the parties.
- 21.2 In the event of any misunderstanding and differences between the parties hereto, such misunderstanding/differences shall be resolved amicably by mutual discussions.
- 21.3 It is hereby agreed between the parties that if any dispute arises between the parties which could not be resolved with mutual consent, in that case, the matter/dispute shall be referred to an Arbitrator shall be a retired High Court Judge of Aurangabad High Court.

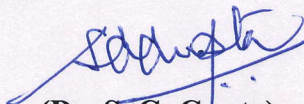
22. Intellectual Property Rights

The intellectual property rights (IPR) that arise as a result of joint research and Collaborative activity under the agreement will be Worked Out on a Case to Case basis and will be Consistent with officially laid down IPR policies of the two institutes.

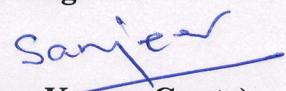
23. Signed in Duplicate

This MOU is signed in duplicate with each Copy being an official version and having equal legal validity. By signing below, the institutes, acting by their duly authorized Officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above Written.

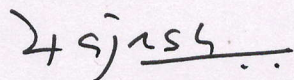
**For and on behalf of  
Dr. Government Institute of Forensic  
Sciences, Aurangabad**

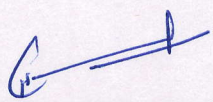
  
**(Dr. S. G. Gupta)  
Director , GIFSA**

**For and on behalf of  
National Institute of Electronics &  
Information Technology [NIELIT  
Aurangabad**

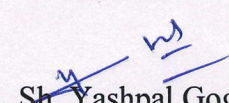
  
**(Dr. Sanjeev Kumar Gupta)  
Executive Director, NIELI, Aurangabad**

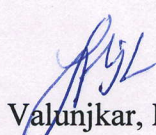
Witnesses:

-   
1. Dr. Rajesh Kumar  
Head of Forensics, GIFSA

-   
2. Dr. C. N. Kayte, Head of Dept. of  
Digital & Cyber Forensics, GIFSA

Witnesses:

-   
1. Sh. Yashpal Gogia, Chief Investigator  
(ISEA Phase II), NIELIT, Aurangabad

-   
2. Sh. S. T. Valunjkar, Dean Academics,  
NIELIT, Aurangabad