



मध्य प्रदेश MADHYA PRADESH

BC 499942

"Educational & Technical Collaboration Agreement"

THIS EDUCATIONAL & TECHNICAL COLLABORATION AGREEMENT, is made and entered into as of this 06/09/2019,

by and between

SERIAL No... 6453/2019  
DATE... 6-SEP-2019

CYBERTALKINDIA – NETIZENS CHOICE, Madhya Pradesh, India, an ISO Certified Firm, with a registered office located at 19b, Vishal Nagar, Near Allahabad Bank – Annapurna Branch, Indore, Madhya Pradesh 452009, (hereinafter "First Party", which expression shall unless the same be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns)

And

Oriental University - Indore, a Madhya Pradesh Private University, with a registered office located at Gate No.1, Sanwer Road, Jakhya, Opposite Revati Range, Indore, Madhya Pradesh 453555(hereinafter "Second Party", which expression shall unless the same be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

(First Party and Second Party are hereinafter collectively referred to as the "Parties" and individually as a "Party" where the context so requires)

WHEREAS, "CYBERTALKINDIA – NETIZENS CHOICE" is an ISO 9001: 2015 Certified and registered Firm in Indore, Madhya Pradesh, India which aims to focus on cyber

ATTESTED

NOTARY  
Dist. INDORE (M.P.)

Chancellor,  
Oriental University, Indore

For CYBERTALKINDIA  
Founder & CEO.





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security training and skill development about digital citizenship and internet safety. With the cashless economy boom, there is a pressing need to create a cyber-aware generation.

"CYBERTALKINDIA – NETIZENS CHOICE" has an experience of working over with the School Kids, College Students, Professionals, Law Enforcement Agencies and Senior Citizens on the lines of Cyber Security Awareness. We also offer dedicated courseware on Cyber Security, Cyber Law, and Internet Maturity Education and there are many more things which we offer.

"CYBERTALKINDIA – NETIZENS CHOICE" is working day and night for the cyber safety we have completed more than 250+ schools of different cities for the cyber safety awareness and has spoken more than 70k+ students about their safety rights.

"CYBERTALKINDIA – NETIZENS CHOICE" also believe that publication is one such mode to express our views in a different part of the country with this thought "CYBERTALKINDIA – NETIZENS CHOICE" started CYBERLEKH PUBLICATION'S (an imprint of cybertalkindia) their own publication wing to make awareness through our writings and also by the writings of the young Netizens.

"CYBERTALKINDIA – NETIZENS CHOICE" is being recognized by many governments, nonprofit organizations, advocates firms, corporates and also with many educational institutions.

And

WHEREAS, "ORIENTAL UNIVERSITY" Indore is the first self-financed private university of Indore region, established under Section 35 of Madhya Pradesh Niji Vishva Vidhyalaya Adhiniyam 2007. Oriental University, Indore has well established schools for Law,

ATTESTED For CYBERTALKINDIA

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DR. INDRE (M.P.)

Vice-Chancellor,  
Oriental University, Indore

Founder & CEO.





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Engineering, Management, Agriculture, Science, Pharmacy, Education, Humanities and Mass Communication with state of art facilities and infrastructure for training and research. We are providing quality education to rural and urban students at par with global standards.

And

WHEREAS, the parties desire to establish between them a collaboration in order to collaborate for **Online Certification Courses with one Publications**. Online Certificate courses designed by **CYBERTALKINDIA** are as follows :-

1. Certificate course on **Cyber Law (Basic)** – 2 Months – **INR. 2600/-**
2. Certificate course on **Intellectual Property Rights In Cyberspace** – 2 Months - **INR. 3500/-**
3. Certificate course on **Computer Crime Investigation & Computer Forensics** - 3 Months – **INR. 3000/-**
4. Certificate course on **Constitutional Law of India** – 3 Months – **INR. 3500/-**
5. Certificate course on **Media Law** – 3 Months – **INR. 2600/-**
6. Certificate Course on **Computer Forensic Investigation** – 3 Months – **INR. 4500/-**

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and commitments set forth herein, the Parties hereto agree as follows:

#### Article I – Formation

This collaboration is formed by this Agreement (the "Educational & Technical Collaboration") will conduct its course under the name and style of **CYBERTALKINDIA** i.e., "**ORIENTAL UNIVERSITY IN COLLABORATION WITH CYBERTALKINDIA.**"

**MOHARJY**  
Dist. Indore (M.P.)

**ATTESTED**  
Vice Chancellor,  
Oriental University, Indore

**For CYBERTALKINDIA**

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**Prakash Chandra Shrivastava**  
Founder & CBO.





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This collaboration shall be considered as a collaboration between the Parties in all respects, and in no event shall this collaboration be construed to create a partnership or any other fiduciary relationship between both the Parties.

#### Article II – Purpose

This collaboration shall be formed for the purpose of online certificate course provided by the “CYBERTALKINDIA – NETIZENS CHOICE” on different subjects, with one certificate of publications bearing an **International Serial Book Number** for the same.

The **Second Party** shall pay such Fees as mentioned in the Recital above to the **First Party**. However, the **Second Party** shall also pay to the **First Party** an additional amount of INR 500.00/- per hard copies in case if the student demands for the hard copy of the study material as well as the published material, for procuring every hard copies of the courses offered by the **First Party**.

#### Article III – Responsibilities of the Parties

The Parties will each have the following responsibilities under this collaboration:

1. CYBERTALKINDIA's Responsibility:
  - a. CYBERTALKINDIA will take care of the records of the students provided by university.
  - b. CYBERTALKINDIA will provide the study material in the registered email of the students enrolling for the completion of the course.

ATTESTED

Chancellor,  
Oriental University, Indore

*Chancellor*  
Vice-Chancellor,  
Oriental University, Indore

For CYBERTALKINDIA

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*Prashant Mishra*  
Founder & CEO.





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- c. CYBERTALKINDIA will manage the certificates along with the **ORIENTAL UNIVERSITY**.
- d. CYBERTALKINDIA will help out the **University** for the Internship opportunity and also in organizing National / International conferences for the betterment of the student and many other possible events.
- e. CYBERTALKINDIA will take offline query session.
- f. CYBERTALKINDIA will use the logo of the **ORIENTAL UNIVERSITY** in the certificate of completion as well as in the certificate of publication and also promote this collaboration at their end.

2. **ORIENTAL UNIVERSITY's Responsibility:**

- a. **ORIENTAL UNIVERSITY** will provide students for the certification program.
- b. **ORIENTAL UNIVERSITY** will appoint a coordinator for the management of the certification program.
- c. **ORIENTAL UNIVERSITY** will also provide infrastructure for the query session.
- d. **ORIENTAL UNIVERSITY** will promote this collaboration on their Website, Social Media Page and Admission Brochure.
- e. **ORIENTAL UNIVERSITY** will make payment to the **CYBERTALKINDIA** via cheque.

**Article IV – Distribution of Profits**

Any and all net income accruing to this collaboration shall be distributed to the Parties as follows

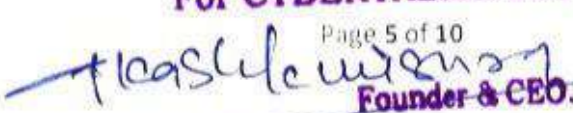
- a. **CYBERTALKINDIA** shall holds the share of 51%
- b. **ORIENTAL UNIVERSITY** shall holds the share of 49%

ATTESTED

  
Vice Chancellor,  
Oriental University, Indore

For CYBERTALKINDIA

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Founder & CEO.





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Article V – Copyright of Content & Design

- 6.1. **Description of Act:** The content used in the course material is covered under The Copyright Act, 1957 which is applicable to the whole of India.
- 6.2. **Definitions under the Act:**
- “Author” means in relation to literary or dramatic work, the author of the work;
  - “Delivery” in relation to a lecture, includes delivery by means of any mechanical instrument or by radio-diffusion.
- 6.3. “Copyright” means the exclusive right, by virtue of and subject to the provisions of this Act,
- a. In the case of literary, dramatic or musical work, to do and authorize the doing of any of the following acts, namely:-
- i. To reproduce the work in any material form;
  - ii. To publish the work
  - iii. To perform the work in the public;
- 6.4. It is hereby declared that the author owns all the copyright on the entire content of the course material that shall be provided in the duration of the venture.
- 6.5. Any work copied or circulated from the course content provided shall be considered as copyright infringement under the above said Act and is a punishable offence. The author of a work may relinquish all or any of the rights comprised in the copyright in the work by giving notice in the prescribed form to the Registrar of Copyrights and thereupon such rights shall, subject to the provision of sub-section(3), cease to exist from the date of notice.

ATTESTED

  
Vice-Chancellor,  
Oriental University, Indore

For CYBERTALKINDIA  
  
Founder & CEO.





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#### Article VI – Term

This Agreement shall commence on the date first written above and remain in full force and effect for an initial period of 5 years (the “Initial Term”). At the end of the Initial Term, this Agreement will automatically renew in one year increments (each, a “Renewal Term”), unless and until this Agreement is terminated in accordance with Section VII hereinafter.

#### Article VII – Termination

Either Party shall have the right to terminate this Agreement, effective as of the end of the Initial Term or any Renewal Term, by providing the other with written notice of termination at least thirty (30) days prior to the end of such Initial Term or Renewal Term. Neither Party shall have the right to terminate this Agreement at any other time, unless such termination is mutually agreed to by the Parties hereto. This collaboration shall terminate upon termination of this Agreement.

#### Article VIII – Confidential Information

The Non-Disclosure Agreement entered into by the Parties as of 06/09/2019 (the “NDA”) is applicable to this collaboration and shall apply in full force and effect to any and all Confidential Information (as defined in the NDA) exchanged or otherwise accessed by a Party under this Agreement.

#### Article IX – Amendments

No amendment, alteration, change, qualification or modification of this Agreement shall be valid unless it is in writing and signed by each Partner hereto and any such amendment, alteration,

ATTESTED

For CYBERTALKINDIA

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Heashikwisingh  
Founder & CEO.

*Ashai*  
Vice Chancellor,  
Oriental University Indore





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change, qualification or modification shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of this Agreement.

#### **Article X – Further Assurance**

The Parties hereto, and each of them, covenant and agree that each of them shall and will, upon reasonable request of the other Party, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Collaboration Agreement. It is important to understand that this collaboration is based on mutual trust & faith and therefore, it is abiding on both the parties to maintain the decorum and respect of both the entities and its members, failing which the partner responsible shall be liable for action and consequences.

#### **Article XI – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflicts of law principles and subjected to Indore Jurisdiction.

#### **Article XII – Heading**

The headings of any Article, Section or part thereof are inserted for purpose of convenience only and shall not form part hereof and shall not be considered in the interpretation hereof.

#### **Article XIII – Notices**

All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in

**NOTARY**  
SH. INDORE (M.P.)

*Ashai*  
Vice-Chancellor,  
Oriental University, Indore

**ATTESTED**

For CYBERTALKINDIA  
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*Neeraj Kumar*  
Founder & CEO.





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this Agreement: (i) when personally delivered; (ii) upon receipt of a telephone facsimile transmission with a confirmed telephonic transmission answer back; (iii) six (6) days after having been deposited in the mail, certified or registered, return receipt requested, postage prepaid; or (iv) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to a Party or their permitted assigns at the address for such Party first written above.

#### **Article XIV – Non Competition**

The concept of this certificate program is solely of the "First Party" and the "Second Party" shall not be a part of this concept. Except for the implementation of this concept, all rights reserved are with the First Party. Any breach of this clause shall result into termination of this Collaboration.

In case if this collaboration terminates with the mutual understanding or by any of the clause mentioned in the Article – VII, then the entire rights of the course will be with First Party.

#### **Article XV – Non Objection**

"First Party" is free to collaborate with other Institute/College/University/Organisation here in Indore, Madhya Pradesh or outside the state for the same concept in which "Second Party" won't have any objection and rights with that regards neither in business nor in profit sharing.

#### **Article XVI – Entire Agreement**

This Agreement contains the entire agreement and understanding between the Parties, superseding all prior contemporaneous communications, representations, agreements, and understandings, oral or written, between the Parties with respect to the subject matter hereof.

**NOTARY**  
Dist. INDORE (M.P.)

*Shri*  
Vice-Chancellor,  
Oriental University, Indore

**For CYBERTALKINDIA**  
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*Prasanna Kumar*  
Founder & CEO.





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This Agreement may not be modified in any manner except by written amendment executed by each Party hereto. In Witness Whereof, the Parties have caused this Collaboration Agreement to be duly executed and delivered as of the date first written above.

Signed and Delivered by the First Party,  
CYBERTALKINDIA – NETIZENS CHOICE

For CYBERTALKINDIA

Founder & CEO.

Mr. Akash Kamal Mishra  
Founder & C.E.O.

06/04/2019  
Date

Signed and Delivered by the Second Party,  
ORIENTAL UNIVERSITY, INDORE

Dr. Dharmendra Singh  
Hon'ble Vice Chancellor  
Oriental University, Indore

ATTESTED

06/09/2019  
Date

B.K. YADAV  
M.A., B.A. (Hons)  
NOTARY (Advocate)  
INDORE (M.P.) INDIA