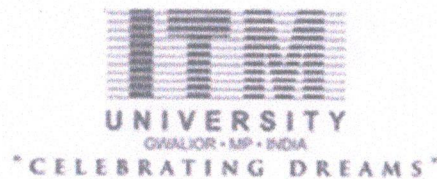


# MEMORANDUM OF UNDERSTANDING

Between

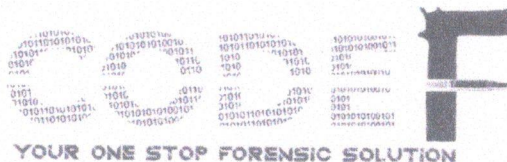


ITM University Gwalior.



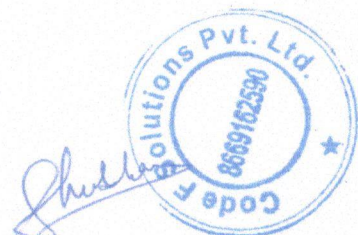
And

Code F Solutions Pvt Ltd, Nagpur



*BS*

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Gwalior (M.P.)





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as 'MOU') is made and entered into on 19<sup>th</sup> May 2025 (the 'Effective Date') by and between: ITM University Gwalior, MP a U.G.C recognized private university, located at, ITM University NH-44, Bypass Turari, Jhansi Road Gwalior (M.P.) 475001 (INDIA). The University offers various courses at various levels of UG, PG and PhD in field of Science, Engineering & Technology, Management, Pharmacy and etc. The university represented by its quality of research and teaching across academic spectrum at Gwalior herein by its name, hereinafter called 'ITM University Gwalior' or 'First Party' (which expression, unless repugnant to the subject or context shall include its successors, authorized representatives and assigns)

AND

Code F Solutions Private Limited, 202 2<sup>nd</sup> floor Arundoaya apartments near FCI Godown opposite Rosette Elite Club, Prashant Nagar, Samarth Nagar east, Nagpur Maharashtra 440015 is registered with MCA, Govt. Of India with CIN U52100MH2021PTC370851 and is an ISO 9001:2015 Certified Forensic Organization, hereinafter referred as 'Code F Solutions' or Second Party (which expression, unless repugnant to the subject or context shall include its successors, authorized representatives and assigns).

First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party'.

### WHEREAS:

- A. ITM University Gwalior is a multidisciplinary university and it was established in May 2011 by the Act of State Government and Legislature under 2(f) of the UGC Act and recognized by concerned statutory bodies of Government of India like AICTE, INC, BCI, PCI, NCTE and etc. This university has an international reputation for the quality of its research and teaching across academic spectrum.
- B. Code F Solutions was set up on 2<sup>nd</sup> November, 2021 by its Director and is involved in training, services, developments and research in the field of Forensic Science including Fraud Risk

  
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Management, Due Diligence, Investigations, Cyber Security, Cyber Law, Cyber Forensic, Fingerprint verification, Questioned Document, etc. to meet the ground level demand of the law enforcement and criminal Justice Administration of the country.

Both Parties desire to collaborate with each other for establishing a **Centre of Excellence in Forensic Science and Criminal Investigation** for carrying out joint activities and to provide assistance and support to each other in their respective individual activities and programs as mutually decided by both parties from time to time.

**Now therefore, both parties after mutual discussion and consent have executed and signed this MOU and settled terms and conditions of this collaboration between the parties, which are as under: -**

**1. Scope and purpose:**

1.1 The scope and purpose of this collaboration between the parties hereunder are based upon the mutual benefits and includes the following:

- (i) Both Parties may develop research projects, publish papers, seek external funding for research & development and carry out other activities jointly as mutually agreed by the parties from time to time.
- (ii) Second Party will provide requisite facilitation and nominate/depute its relevant experts, resource persons, etc. on various bodies/committees or visiting as guest faculty or evaluators/guides etc. to deliver lectures, seminars, conduct workshops, give inputs in respect of teaching, curriculum, pedagogy, industry-interface, training, internship, practical skillsets, industry employability placements, professional guidance, mentorship, skill development/enhancement programs, etc. as per the requirement of the First Party from time to time.
- (iii) Both parties may develop courses/programs to facilitate students and faculty/staff visits to learn or practice at either party premises/institution. The cost and other terms of such courses will be mutually worked out and laid out by separate written agreement by both parties. ●
- (iv) Both parties may promote their faculty/staff participation in the symposium, seminars, conferences, workshops, conclaves etc. organized by each other to strengthen the tie-up between both the parties and may also jointly organize symposium, seminars, conferences, workshops, conclaves and other programs and activities and may also extend requisite support, sponsorship, resources, facilitation etc. for the events/activities conducted by either party on its own or with any third party.

  
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- (v) Students of First Party will be allowed to undertake internships, training, field activities, live projects, field projects and/or other activities of the concerned programs/courses at the concerned premises of the Second Party as per terms agreed by both parties for this purpose.
- (vi) Second Party agrees to permit the faculty and students of the First Party to visit its premises, workshops, labs, industrial/manufacturing etc. and also involve them and arrange for them the hands-on training/ industrial exposure programs, live projects, trainings etc.
- (vii) Products, services, equipment etc. of the Second Party can be availed as the case may be provided as per requirements of the First Party on subsidized/discounted basis as mutually agreed by both parties for this purpose.
- (viii) First Party may provide/conduct research & development, consultancy, staff development programs, management/executive development programs, trainings, workshops etc. for the Second Party as per its requirement and terms agreed for this purpose.
- (ix) Second Party may also provide requisite support and expertise/resource persons to further update and train the faculty and staff of First Party for effective teaching as per the latest industrial requirement/professional standards. Faculty/experts from both parties may engage in the joint supervision/guidance of the students' research projects, thesis evaluation, viva-voce, etc. in the disciplines of mutual interest or as agreed from time to time by the parties.
- (x) Both parties may exchange/provide academic/research other information, facilities, resources etc. with/to each other as mutually agreed from time to time.
- (xi) Both Parties may also undertake and engage in joint CSR, extension and other activities and may also otherwise support and facilitate each other in their operations and activities with the support of their resources with mutual consent of both the parties.
- (xii) Both parties will also try their level best to maximize the impact of theoretical and practical knowledge by engaging various renowned resource persons from Police, Forensic Science Laboratories and other legal and forensic experts towards achievement of the aim through facilitation, coordination and symbiotic interaction.
- (xiii) The Student Internship Program would be closely monitored both by the Faculty Guide and Industry Guide, by following all necessary protocols and maintaining all required records and documents of the Student Intern.

  
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1.2 The general terms of co-operation between the parties shall be governed by this MOU.

The Parties may decide the terms and conditions separately in respect of specific activities/projects to be undertaken under this collaboration, by agreement or other documents in writing to be signed by competent authority of both parties.

## **2. Mutual obligations of both parties:**

2.1 Both Parties shall be liable on their own to obtain all the relevant approvals, consents, permissions, NOCs, licenses etc. of whatsoever nature required for carrying out their respective obligations as per the terms specified herein and shall be responsible on their own for any default or violation of any kind in this regard in any manner by keeping the other party indemnified in all respects from and against the consequences arising in this account.

2.2 There is no financial obligation on either party in relation to any program/activity mentioned in this MOU, unless specifically mentioned herein. Financial obligations with regard to specific activity/project to be undertaken, if any, will be discussed and decided separately in writing by competent authority of the both parties in this regard.

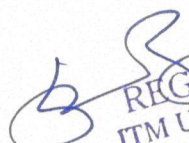
2.3 Both parties shall be responsible on their own to bear all expenses of any/all kind whatsoever to carry out their respective obligations mentioned herein and also for payment of taxes, levies, government fees and such other costs etc. which become payable or arising as a result of or in connection with their activities/transactions under this MOU.

2.4 Both parties may publicly inform and advertise this collaboration among their students, staff and general public via/in their prospectus, information material, website etc. or otherwise as per their respective requirement.

2.5 This MOU is not intended to, and does not create any right or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party.

## **3. Indemnification and confidentiality:**

3.1 Each party hereby indemnifies the other party and agrees to keep the other party indemnified and hold harmless at all times for and against all kinds of losses, damages, expenses, suits, costs, liabilities including civil and criminal liabilities and police action of all kinds and other consequences etc. of whatsoever nature that may arise or occur due to any of its act or omission or violation/non-adherence to any law, bye-laws, rules, regulations, guidelines or directives etc. whatever it may be called enforced by any Central/State Government or local administration or other concerned statutory or regulatory authority and/or breach/non-compliance of any term of this MOU at any stage also including such act or omission, breach/non-compliance etc. on the part of its staff, personnel and other concerned.

  
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3.2 Each party hereby agrees to not to share the information of and in relation to other party which it acquire or comes into its knowledge during this collaboration term or even otherwise in any form and manner, with any third party and/or to use for any purpose other than for which such information is provided for by the other party and/or as required for carrying out its obligations under this MOU otherwise if required to disclose in discharge of its obligations under any law/statutes or towards its concerned statutory/regulatory authority whatever it may be called. Further, either party shall also not use any information, data etc. of other party at any stage in any manner and for any purpose prejudicial to the interest of other party.

3.3 The provisions contained in this Clause 3 shall also survive the expiry/termination/non-continuation of this MOU.

#### 4. Intellectual property rights

4.1 Anything contained herein or otherwise shall not be construed to create in either party any right, title, interest or license etc. whatever it may be called in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party in any manner.

4.2 The intellectual property rights in respect of jointly carried out research, product development, publications etc. whatever it may be shall be decided by both parties separately in writing.

#### 5. Commencement, validity, renewal, termination and amendment

5.1 This MOU shall come into force on the date of its execution as written above and shall remain in effect for a period of **three years** from the date of its signing and during that validity period, both parties will take effective steps for implementation of this MOU. Any act on the part of either party after termination of this MOU including any communication, correspondence etc., shall not be construed as an extension of this MOU unless agreed in writing by both parties for the same.

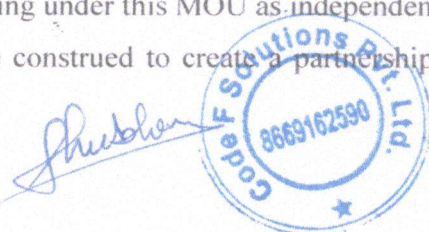
5.2 Either Party may terminate this MOU upon **30 calendar days'** notice to other party in writing. In the event of material breach of terms of this MOU by either party, the other party may terminate this MOU forthwith by giving notice to the other party for the same. However, in the event of termination in any manner, both parties have to discharge their obligations in respect of already initiated or ongoing programs/activities in relation to this MOU unless otherwise mutually agreed by both parties for the same.

5.3 Amendments to this MOU may be made by mutual consent of both parties by addendum or exchange of letters signed by both the parties for that purpose.

#### 6. Relationship between the parties

6.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent parties, and anything contained herein or otherwise shall not be construed to create a partnership,

  
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joint venture, employment or agency relationship, principal-agent relationship, franchisor-franchisee relationship or such like other relationship between the parties hereto.

6.2 Neither Party is authorized to use the other Party's name in any way or to make any representation or create/assume any obligation or liability, expressed or implied, for or on behalf of the other Party, without the prior written consent of the other Party.

6.3 Neither Party shall have, nor shall represent itself as having, any authority under the terms of this MOU to make agreements, commitments, representations or take liability of any kind at any stage in any manner in the name of or binding upon the other Party.

## 7. Coordinators

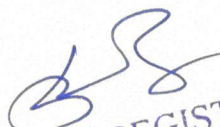
7.1 Each party agrees to appoint an overall coordinator for the administration of this MOU that will serve as the contact person of the concerned party subject to the discretion of the concerned party. These coordinators will ensure smooth flow of communication and would be responsible to ensure the effective implementation of this MOU.

7.2 Contact details of the presently designated coordinators are given hereunder:

For ITM University Gwalior, MP	For Code F Solutions Pvt Ltd
Name: Dr. Ranjeet Singh Tomar	Name: Mr. Shubham Shahu
Designation: Registrar	Designation: Director
Email: registrar@itmuniversity.ac.in	Email: info@codefsolutions.com
Mobile No. 9425117644	Mobile No. +91-9561377692
Address: ITM University, NH-44, Bypass Turari, Jhansi Road, Gwalior (M.P.) 475001 (INDIA)	Address: 202 2 <sup>nd</sup> Floor Arunodaya Apartments near FCI Godown opposite rosette elite club Prashant Nagar, Samarth Nagar east, Nagpur Maharashtra 440015.

## 8. Severability

In the event any clause of this MOU for any reason become invalid, illegal or unenforceable in any respect, the same will not impair the rest of the provisions and the provision becoming unenforceable will be reduced and limited accordingly.

  
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## 9. No Waiver

The failure of a party to insist upon strict adherence to any term of this MOU on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this MOU.

## 10. Assignment

Those parties shall neither assign nor transfer any of its obligations/rights under this MOU or any interest herein without the prior written consent of other Party.

## 11. Overriding effect

This MOU supersedes all previous correspondence etc. exchanged between the parties, in connection with the subject matter of this MOU.

## 12. Counterpart

This MOU is signed in original duplicate and each of them will have same validity and effect.

## 13. Dispute Settlement

- 13.1. In the event of any unforeseen issues or matters not covered herein or any difference or dispute in relation to the interpretation or any matter concerning this MOU, the same shall be resolved amicably by both the parties. Unresolved disputes, if any, shall be settled by arbitration as per the Arbitration and Conciliation Act, 1996 as in force from time to time. The place of the arbitration shall be the campus of the First Party.
- 13.2. No party shall be entitled to go to the 'Court of Law' unless an amicable solution is not reached through the arbitration committee. However, in all such cases jurisdiction of court is to be construed in accordance with laws of India with exclusive jurisdiction of the Courts of District Indore, for all matters concerning this MOU.
- 13.3. Force majeure shall mean any unforeseeable exceptional situation or event beyond the parties' control which prevents either of them or their agents/authorized representatives from fulfilling any of their obligations under this agreement, was not attributable to error or negligence on their part, and proves insurmountable in spite of all due diligence.
- 13.4. Either party if faced with majeure shall inform the other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.
- 13.5. Neither party shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure.

  
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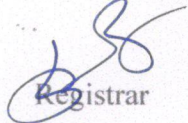


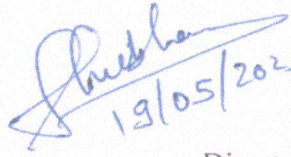



IN WITNESS WHEREOF the parties hereto have caused this MOU to be duly signed and executed by their duly authorized officers/representatives as of the date first above written.

For ITM University Gwalior, MP  
(First Party)

For Code F Solutions Pvt Ltd  
(Second Party)

  
REGISTRAR  
ITM UNIVERSITY  
Gwalior (M.P.)  
ITM University Gwalior  
MP

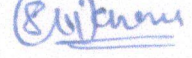
  
19/05/2025  
Director  
  
Code F Solutions Pvt. Ltd.  
Nagpur, Maharashtra, India

**Witnesses:**

Name-1: Dr. Shyam Akashe  
Designation: Professor  
ITM University Gwalior, MP

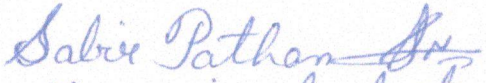
  
19/05/2025

**Witnesses:**

Name-1: Shubhangi Nikhare   
Designation: Chief Cooperating Officer.  
Code F Solutions, Nagpur, MH

Name-2: Ms. Kimee Minj  
Designation: Assistant Professor  
ITM University Gwalior, MP

  
19/05/2025

Name-2: Sabir Pathan   
Designation: Forensic Analyst.  
Code F Solutions, Nagpur, MH