

Memorandum of Association (MOA)

for

Collaboration for conducting joint programs on Cybersecurity and Privacy

between

Malviya National Institute of Technology, Jaipur

and

MNIT Innovation and Incubation Centre (MIIC)

and

DATA SECURITY COUNCIL OF INDIA, Noida

Signed on this day 7th Feb. of 2020



Prof. Udaykumar R Yaragatti
Director (Malviya National Institute of Technology)
President (MNIT Innovation and Incubation Centre)
Address:
Prabha Bhawan, Jawahar Lal Nehru Marg,
Malviya Nagar, Jaipur – 302017
Rajasthan



Mr. Vinayak Godse
Vice President
Data Security Council of India
Address:
NASSCOM Campus, Plot No. 7-10,
Sector 126, Noida – 201303
Uttar Pradesh

1. PREAMBLE

This Memorandum of Association (MOA) is made on 7th day of January, 2020 at Noida, UP

Between

Malaviya National Institute of Technology, Jaipur with its registered office Administrative Building *Jawahar Lal Nehru Marg, Jhalana Gram, Malviya Nagar, Jaipur, Raja-sthan 302017*, hereinafter referred to as "**MNIT-Jaipur**" which expression, shall unless repugnant to the context or meaning thereof include its successors and permitted assigns.

And

MNIT Innovation and Incubation Centre (MIIC) ,Jaipur with its registered Malaviya National Institute of Technology Jaipur Campus, JLN Marg, Jaipur-302017, hereinafter referred to as "**MIIC**"

And

Data Security Council of India with its office, at NASSCOM Campus, Plot No. 7-10, Sector 126, Noida, UP, India -201303, hereinafter referred to as "**DSCI**" which expression, shall unless repugnant to the context or meaning thereof include its successors and permitted assigns.

1.1 MNIT-Jaipur, MIIC and DSCI shall hereafter individually referred to as 'Party' and collectively as 'Parties'

AND WHEREAS

MNIT-Jaipur, established in 1963, as a joint venture of the Government of India and the Government of Rajasthan. The Institute is fully funded by Ministry of Human Resource Development (MHRD), Government of India. More than 12,000 students have already been graduated since its establishment.

WHEREAS

MNIT Innovation and Incubation Centre (MIIC) is an incubation center which MNIT Jaipur has established as a Technology Business Incubator (TBI) sponsored by DST GOI, New Delhi in December 2016. The TBI has been registered as a society under the Rajasthan Societies Act, 1958.

AND

Data Security Council of India, hereinafter referred to as DSCI, in collaboration with the Government of India is in a process of setting up **National Centre of Excellence for Cyber Security Technology Development (NCoE)** in Noida. It is a national initiative and will work as a multiplier for cyber security research, innovation, and product development.

The National CoE initiative, in conjunction with DSCI's other initiatives like Use Case Clearing House (UCCH), Cyber Security industry building, skill building and any such government programs that include regional initiative like Telangana Cyber Security CoE aims at building critical cyber security capability accelerating its CS momentum.

2. AUTHORIZED SIGNATORY

Authorized signatory by

Director, MNIT-Jaipur, India

And

President, MIIC-Jaipur, India

And

DSCI, a joint initiative of NASSCOM and Government of India, represented by Vice President

3. FUNCTIONARIES AND CONTACT ADDRESSES, PHONE, EMAIL

3.1. MNIT- Jaipur :

S. No	Name	Designation	Phone / Fax	Email
1	Prof. Udaykumar R Yaragatti	Director-MNIT	+91 141 252 9087	director@mnit.ac.in
2	Dr. Pilli Emmanuel Shubhakar	Head, Dept of CSE	+91 954 965 8131	hod.cse@mnit.ac.in
3	Prof. Vijay Laxmi	Prof, Dept of CSE	+91 954 965 9444	vlaxmi@mnit.ac.in

3.2 MIIC-Jaipur

S. No	Name	Designation	Phone / Fax	Email
1	Prof. Udaykumar R Yaragatti	President-MIIC	+91 141 252 9087	director@mnit.ac.in
2	Prof. Jyotirmay Mathur	Head-MIIC	+91 954 965 4241	jmathur.mech.mnit.ac.in
3	Dr. Monica Sharma	Coordinator-MIIC	+91 954 965 4368	msharma.dms@mnit.ac.in

3.3 Data Security Council of India, Noida

S.No	Name	Designation	Phone / Fax	Email
1	Rama Vedashree	CEO		rama@dsci.in
2	Vinayak Godse	Vice President	+91-120-4990266	vinayak.godse@dsci.in

All correspondence on the joint programs shall be between respective focal points identified in the above table.

4. EFFECTIVE DATE

4.1. Commencement:

The effective date for the commencement of this MOA will be the date of signing of the MOA by **MNIT-Jaipur, MIIC-Jaipur and DSCI**.

4.2. Duration:

This MOA is valid for a period of **4 years** from the date of signing of MOA. If further extensions are required, it shall be by mutual consent of the parties in writing.

5. Objectives

MNIT-Jaipur being an esteemed institution practices research, innovation and entrepreneurship, operates an Incubation Centre for Research & Development in name of **MNIT Innovation and Incubation Centre (MIIC)**, hereinafter referred to as the 'Centre', focuses on training, developing and strengthening the practical application of cyber security, encompassing the process and technology elements of cyber threat detection and mitigation.

DSCI would like to introduce Hackathons, Niche skill building training programs, Collaboration projects, Market research and Workshops on Cyber security and privacy in various DSCI initiatives engagement like CoE, UCCH, Skill building, Cyber security industry building, any other such programs.

5.1. MNIT-Jaipur, MIIC-Jaipur and DSCI will work jointly as an official industry partner & focus on various areas for Cybersecurity and Privacy. Below listed are the core objectives of DSCI:

- (i) Strengthening further research and innovation in the field of cyber security
- (ii) Contributing to the realization of national goals and strategies of cyber security
- (iii) Promoting technology thinking in cyber security and developing security technology community
- (iv) Developing niche skills and capability for cyber security technology development and entrepreneurship
- (v) Creating a conducive ecosystem for translating research into market-ready products
- (vi) Incubating innovative cyber security ideas and start-ups
- (vii) Foster co-creating technologies and products with leading industry players and government institutions

6. RESPONSIBILITIES

6.1. MNIT & MIIC

6.1.1. For facilitating & conducting the Cybersecurity and Privacy programs - trainings, workshops and projects, **MNIT-Jaipur & MIIC-Jaipur** will make the necessary arrangements in terms of finalizing the venue and provision of meals and refreshments along with co-ordination of logistics, provision of printed training material and hosting the program.

6.1.2. **MNIT-Jaipur & MIIC-Jaipur** jointly will also be responsible for:

- (i) Providing academic and educational support to the initiatives carried in the university premises and at the regional and national level
- (ii) Execution of co-creation research and technology development projects
- (iii) Access to technology lab and infrastructure for cyber security research
- (iv) Conducting IP oriented research work in the area of cyber security
- (v) Focussing on cyber security in the academic programs and projects for undergraduate and post-graduate courses
- (vi) Logistic support for industry interactions, training, capability building, hosting hackathons and challenges, paper presentations, conferences, showcases, and other such initiatives
- (vii) Participation in deliberations around cyber security problem statements and uses cases. Organizing campaigns and drive participation in the regional and national technology centric initiatives
- (viii) Incubation facility and space for cyber security entrepreneurship activities
- (ix) Development of the community of cyber security enthusiast around the campus area

6.2. DSCI

6.2.1. DSCI will support MNIT-Jaipur & MIIC-Jaipur in the following:

- (i) Promoting the expertise and work carried by the university at the regional and national level. And providing visibility at the level of industry and government
- (ii) Providing opportunities to participate in national, industry and strategic cyber security initiatives
- (iii) Developing and nurturing connections with industry and extending help in exploring the possibilities
- (iv) Assist in defining short-term and long-term cyber security research agenda
- (v) Assist in organizing skill and capability building programs, challenges and hackathons, and other such initiatives
- (vi) Guide the cyber security research and technology development through initiatives like use case clearing house and industry mentorship programs

- (vii) Exploring the possibilities of co-creation projects to carry out cyber security research
- (viii) Creating opportunities for the university students and researchers in industry and large national initiatives
- (ix) Building agenda of cyber security in the existing incubation activities. Aid the process of incubation and on-boarding of cyber security start-ups
- (x) Assist in building technical infrastructure, accessing core technologies, and lab infrastructure for cyber security research and incubation
- (xi) Extending support of cyber security ecosystem for productization and commercialization of the research

6.3. Provisions for SOW

- 6.3.1. SOW would be signed for specific initiatives under this MOA, wherever is required.
- 6.3.2. The commercial terms of SOW would be mutually agreed upon and adhere to the financial process of both the parties.
- 6.3.3. SOW may cover the revenue sharing arrangement between the parties for any joint program or initiative.

7. SPECIFIC ARRANGEMENT

- 7.1. Subject to clause below, the arrangement under this Association shall be valid till conclusion of period for **4 years, till January 2023.**
- 7.2. This Association may be terminated by either party at any time by giving 30 days prior notice to the other party. Further, either party may also terminate this Association with immediate effect upon written notice to the other party if it reasonably believes that its performance, or any aspect of it, results, or might result a breach or violation of any legal, regulatory, ethical or audit independence requirement in any jurisdiction.

8. CONFIDENTIALITY

Both **MNIT-Jaipur, MIIC-Jaipur** and **DSCI** agree that due regard shall be given to the confidentiality of the information which may come their way in the dealings under this Association. The terms of this Association and the information shared under this Association are confidential information.

9. CHANGE IN SCOPE OF WORK

Any change in scope of work would be with mutual consent of both the parties.

10. MODIFICATIONS

Any further modifications to this MOA, if required, would be through amendments with mutual consent in writing.

11. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligation under the association due to exigency of one or more of the unforeseen events such as but not limited to Acts of God, war, flood, earthquake, cyclones, strikes, lockouts, epidemics, riots, civil commotion etc. provided on the occurrence and cessation of such events, they effected thereby shall give notice in writing to other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

12. JURISDICTION

Place where any dispute arising out by MOA or its terms shall be subject to **Uttar Pradesh only**.

13. TERMINATION

During the tenure of the association, either Party may terminate and nullify this Association/MOA by providing prior written notice of 30 days to the other party for any of the reasons - Cause/convenience/Force Majeure

13.1. Termination for Convenience: For convenience without assigning any reason

13.2. Termination for Cause: For the breach of obligations/ responsibilities/ conditions of this association by the other party, with an opportunity to cure/rectify such a situation within thirty (30) days to the defaulting party and no remedial action is taken to the satisfaction of the aggrieved party.

13.3. Termination for Force Majeure: in the event of "Force Majeure" as defined in this MOA.

13.4. Obligations upon Termination

Following termination or expiration of this Association, in addition to any other obligations existing hereunder or otherwise at law or in equity,

- (a) The rights and obligations of the parties thereto shall be settled by mutual discussion; the financial settlement-if any shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.
- (b) The association arrived at between the parties hereto for the utilization of the intellectual property (defined in clause #21) shall survive the termination of the association.
- (c) Termination shall not affect the projects/ assignments agreed to be undertaken by both the parties before such termination and both the parties should complete such projects/ assignments as if this MOA is in operation.
- (d) On termination, the Partner Institute shall handover the data and disk

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be signed in their respective names on this ___ day of January, 2020

Prof. Udaykumar R Yaragatti
Director (Malaviya National Institute of Technology)
President (MNIT Innovation and Incubation Centre)
MNIT, Jawahar Lal Nehru Marg,
Malviya Nagar, Jaipur,
Rajasthan 302017



(Seal)

Vinayak Godse
Vice President
Data Security Council of India
NASSCOM Campus,
Plot No. 7-10, Sector 126,
Noida, Uttar Pradesh 201303



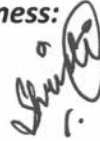
(Seal)

Witness:



Name: **Prof. A. P. S. Rathore**
Dean (International Affairs)
Professor, Department of ME,
Malaviya National Institute of Technology,
JLN Marg, Malaviya Nagar,
Jaipur 302017
Rajasthan

Witness:



Name: **Shristi Srivastava**
(Administrator-NCoE DSCI)
Data Security Council of India
NASSCOM Campus,
Plot No. 7-10, Sector 126,
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