

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ('MoU') is made in New Delhi, on this - day of 10th August 2023 (10.08. 2023) ('Effective Date'):

BETWEEN

Army Institute of Technology (AIT), Pune, through its Authorized Signatory, Director, AIT hereinafter referred to as "**Institute**" (which expression shall mean and include its successors in business and permitted assigns); on the **ONE PART**;

AND

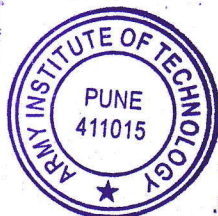
CyberPeace Council is incorporated under the Non Profit Section 8 Company with the Corporate Identity Number of U85300DL2020NPL373733, through its Authorized Signatory Director, Mr. Vineet Kumar, which shall, unless the context having its Office at L-29, First Floor, Connaught Place, New Delhi - 110001 on the **OTHER PART**.

Both "**Institute**" and "**CPC**" shall be collectively referred to as the '**Parties**'.

PREAMBLE:

- (A) **WHEREAS**, CPC is involved in Policy Advocacy, Research and Training related to all aspects of CyberPeace and Cybersecurity. Key areas of its work are in Technology / Internet Governance, Policy Review and Advocacy, Capacity and Capability creation and building through partnerships with various government organizations, academic institutions and civil society entities.
- (B) **WHEREAS**, **Institute** is a Private Unaided Engineering College affiliated to SPPU.
- (C) **AND WHEREAS** the Parties, through professional interactions and collaboration seek to bring in a holistic qualitative enhancement in technical education in India, enter into this MOU to establish a strategic partnership in the areas given in more details in the succeeding paragraphs.
- (D) **AND WHEREAS**, **CPC** and the **Institute** have mutually agreed to facilitate research activities in the State and across India, wherein **Institute** had expressed its willingness to collaborate with **CPC** for the above purpose.

NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN CPC AND THE Institute AS FOLLOWS:



1. STRATEGIC COLLABORATION (OBJECTIVES & SCOPES) OF THIS MoU

PART 1:

- 1.1 Encourage research in the field of CyberPeace, Cybersecurity, Cyber Defense.
- 1.2 Aims to start new courses in the specific areas of Cybersecurity, defense for the purpose of delivering skilled manpower.
- 1.3 CPC and the Institute acknowledge the need for enhancing the technical skills and expertise in the field of CyberPeace, Cybersecurity, Infrastructure Security, and Training. Both the Parties consent to entering into this MoU to create awareness and train students in the area of Cyberspace.
- 1.4 To promote innovation, design, facilitate CyberPeace, Cybersecurity and Internet standards, as and when required.
- 1.5 To facilitate the creation of new and/or existing interest groups and forums for the purpose of publication and/or recommendation of new standards in the area of CyberPeace, Cybersecurity, Cyber Defense etc., as and when required.
- 1.6 To create a pathway to set up Research Labs and any other areas of mutual interest.

PART 2:

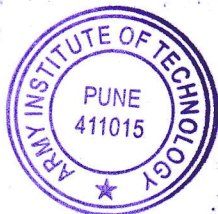
2. To conduct capacity building activities by agreeing to perform the following functions:
 - 2.1. Cybersecurity awareness events & Updates.
 - 2.2. Working on Next Generation Internet Standards.
 - 2.3. Providing Cybersecurity education for skill building.
 - 2.4. Conducting events and activities.
 - 2.5. Internship & Specialized Training.
 - 2.6. Organizing various Cyber Challenge and competitions.
 - 2.7. To undertake collaborative R&D in developing the human capital and technical skills needed to solve complex problems of Cybersecurity and also to conduct research that enhances the technical aspects of Cybersecurity.

PART 3:

3. The Parties mutually also agree for performing the below functions:
 - 3.1. Jointly and independently applying for grants, competitions and contributions for the funded projects related to Cybersecurity from governments, industries and other bodies.
 - 3.2. Creation of knowledge and expertise to face new and emerging security challenges to produce indigenous security solutions in information security.
 - 3.3. Collaboration and extension with other institutions.

4. RESPONSIBILITIES OF THE PARTIES

Both Parties shall establish a close and continuing interaction for exploring areas of mutual cooperation in the field of CyberPeace, Cybersecurity & Cyber Defense including all associated fields of technology.



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A. Responsibilities of CPC:

- 4.1. Help in setting up the CyberPeace Center of Excellence (CCoE).
- 4.2. Providing technical expert guidance in CyberPeace, Cybersecurity, Cyber Defense.
- 4.3. Help build an ecosystem for security with the communities.
- 4.4. Provide technical advisory in setting up the CyberPeace Centre of Excellence (CCoE) on Cybersecurity and various research labs associated with it.
- 4.5. To facilitate with the experts to take lectures, web casts, speeches etc. on different related subjects on Cybersecurity.
- 4.6. Assisting in internship for the students either at CPC or the associates of CPC.

B. Responsibilities of the Institute:

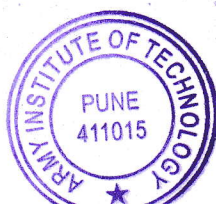
- 4.7. Providing adequate and well-equipped space at a suitable location in Institute to set up the CyberPeace Center of excellence (CCoE).
- 4.8. Uninterrupted power supply at the venue of CyberPeace Center of Excellence (CCoE).
- 4.9. Providing space for training for the capacity building activities (study material, subject matter experts/human resource development to train the faculty) and meetings and discussions as and when required.
- 4.10. Create an Academic Team consisting of highly qualified teaching expertise.
- 4.11. Set up Research Labs as specified in ANNEXURE B of this MoU.
- 4.12. Provide for a well-equipped office space within the campus for the various officials/guests/experts of CPC visiting or located at the campus of the Institute. The parties mutually agree that the Institute shall have proprietary ownership of the aforementioned work space.
- 4.13. Provide a technical team of 5 members and a coordinator or point of contact person.

5. TENURE AND CHARGES

- 5.1 This MoU shall become effective from the date of signing of this MoU and shall remain effective for three (03) years from the Effective Date ('Tenure'). Subsequent to the completion of the Tenure of this MoU, it can be further extended based on mutual consent and as agreed by both the Parties.
- 5.2 **WAIVING off the STANDARD** setup charges that account to Setup Fee, taxes and yearly renewal charges (**INR 20,00,000 + GST + INR 50,000**) by CPC. There will be no charges associated with the MOU.
- 5.3 Any charges arising out of implementation of joint project in future will be finalised through a separate agreement as required.

6. INTELLECTUAL PROPERTY (IP)

- 6.1. All Intellectual Property Rights associated with an innovation under the CyberPeace Center of Excellence (CCoE) shall be jointly owned and held by CPC & the Institute.
- 6.2. Each Party shall respect the other Party's Intellectual Property (IP) rights and shall not use any IP, including but not limited to, any trade name, trademark, symbol or designation belonging to the other Party, without prior approval, and only for the purposes outlined in this MoU. In the event any trademark, trade name, symbol or designation is used (after prior approval has been given) the owning Party grants to the using Party a non-exclusive, royalty free license solely as required to comply with that specific activity. Any such usage shall be in accordance with the owning Party's branding guidelines.



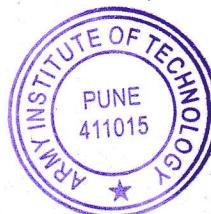
- 6.3. Neither Party shall acquire any rights in the other Party's IP pursuant to this MoU nor any IP so disclosed shall be owned, controlled and remain vested in the party disclosing such IP.
- 6.4. Except as otherwise explicitly agreed by the Parties, any and all works developed in the course of performing obligations pursuant to this MoU and all new inventions, innovations, or ideas developed by a Party in the course of performance of its activities under this MoU will belong to that Party who develops the same. To the extent such intellectual property is created, the owning Party may grant a non-exclusive, worldwide, royalty-free license to the other Party for the use of the intellectual property solely in connection with the activities under this MoU, upon written consent of both the Parties.
- 6.5. Should it come to the knowledge of one Party or should it be perceived by one Party that the IP of the other Party herein is infringed or liable to be infringed as the case may be, such Party shall provide the Party who IP is infringed/liable to be infringed, with notice of such potential / actual infringement.
- 6.6. The Parties shall jointly own the data and intellectual property used for the development of courses under this MoU.
- 6.7. This MoU grants to the Institute distribution rights with respect to the content developed and shared by CPC.
- 6.8. This MoU shall not permit the use or dissemination of intellectual property belonging to either Party by the other Party without the prior written consent of the Party that owns the intellectual property.
- 6.9. For the purposes of advertisements and publication, the Party must send a written request to the other Party seeking approval for the usage of their Intellectual Property strictly under the requirements of this MoU.
- 6.10. Any matters related to Intellectual Property shall be mutually agreed upon by and between the Parties as and when such matters arise.
- 6.11. Ownership of the teaching kits, faculty-learning tools shall remain with CPC, unless created jointly in which case there will be joint ownership.

7. CONFIDENTIALITY/DISCLOSURE TO THIRD PARTIES

7.1 During the term of this MoU, each Party may disclose to the other its confidential information. The receiving Party shall hold such confidential information in strict confidence for the disclosing Party and shall not use it except in furtherance of the relationship set forth in this MoU, or except as may be authorized by the disclosing Party in writing. The receiving Party shall further be responsible for the compliance of the foregoing by its employees or agents.

7.2 The Institute hereby agrees to maintain the confidentiality and secrecy of CPC as per enunciated below:

7.2.1 **Definition of Confidential Information:** "Confidential Information" means, in respect to each Party: (a) any information in which such Party claims a proprietary and/or confidential interest; (b) all confidential matters of such Party including, without limitation, technical know-how, trade secrets, technical data, personally identifiable information, intellectual property, inventions, research, new product strategy, new products or processes, analysis, compilations, concepts, technical processes, technical data/information, formulae, recipes, specifications, inventions, research projects, know-how, products, services, business plans, system architecture, reports, documentation customer lists, pricing, pricing policies, software (including source and object code), graphic user-interface, computer programs, algorithms, hardware configuration, developments, inventions, processes, policies, designs, drawings, engineering



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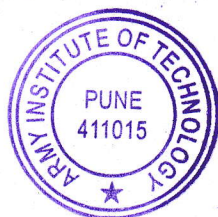
operational methods, financial information, marketing information and other business affairs; (c) any information of a confidential nature concerning such Party's customers, suppliers or employees; (d) any information such Party has received from others which they are obliged to treat as proprietary and/or confidential (e) the terms of any agreement entered into between the Parties and the discussions, negotiations and proposals related thereto; The Confidential Information of either Party includes all of the above information with respect to any entity controlling, controlled by, or under common control with, such Party. Notwithstanding any failure to so identify it, however, all source code, object code and graphic use interface shall be Confidential Information.

7.2.2 Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the receiving Party; (b) discovered or created by the receiving Party before disclosure by disclosing Party; (c) learned by the receiving Party through legitimate means other than from the disclosing Party or disclosing Party's representatives; or (d) is disclosed by receiving Party with disclosing Party's prior written approval; or (e) where the receiving Party is required to disclose pursuant to a valid order of a court or other governmental body; provided, however, that the receiving Party shall first have given notice to the disclosing Party and shall give the disclosing Party a reasonable opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. Without limiting the generality of the foregoing, Confidential Information includes any reports or documents created by the receiving party that include, summarize or refer to the disclosing Party's Confidential Information disclosed hereunder.

7.2.3 Obligations of the Receiving Party. The Institute shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of **disclosing** Party, use for receiving Party's benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of disclosing Party, any Confidential Information. Receiving Party shall return to disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if disclosing Party so requests it in writing. The Institute hereby agrees that all data shared by the CPC shall be permanently erased from the possession of the Institute after the termination of this Agreement.

7.3 Exchange of confidential information however, may be permissible with prior written approvals to third parties if law permits such a mandate.

7.4 If a requirement of confidentiality disclosure is requested, then the purpose of such disclosure must be specified within seven (7) days of such request. The Party requesting disclosure must specify a designated official from their end for the purpose of such disclosure.



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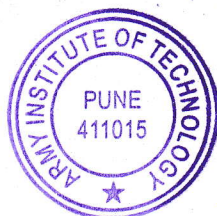
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8. REPRESENTATIONS AND WARRANTIES

- 8.1. Each Party represents and warrants that such party has all necessary power and authority, respectively, to enter into this MOU and to perform its obligations hereunder.
- 8.2. Each Party warrants to the other Party that all materials, data, information and other assistance provided by it shall not, to the best of its knowledge, infringe any third party intellectual property rights and agrees to hold the other Party fully indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it as result of any action on the part of such respective infringing Party.

9. GENERAL TERMS

- 9.1. Any financial obligations unless and otherwise stated clearly should be agreed by both the Parties in writing.
- 9.2. Both the Parties shall have to appoint a Single Point of Contact (SPOC) to maintain the clarity of communication between both the Parties.
- 9.3. CPC shall from time to time also extend outreach.
- 9.4. The contact details i.e. the Email ID and contact information of the SPOCs from both the Parties shall be shared with each other. In case of any change of the SPOC it must be communicated immediately between both the parties.
- 9.5. All the student chapters for various bodies shall be part of above-mentioned activities.
- 9.6. In case of any new developments and addition of a new understanding shall happen by way of a supplemental instrument.
- 9.7. This MoU obligates the Parties into a Joint Venture and holds a legally binding status on the Parties.
- 9.8. Except for breach of confidentiality obligations, neither Party shall be liable for any indirect, punitive special, incidental or consequential damages arising out of or in torts, including loss of business, data revenue, profits, or for any third party claims against the other whatsoever.
- 9.9. Each Party is an independent contractor and no provision of this MOU grants either Party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other Party, or bind the other Party in any manner or thing whatsoever.
- 9.10. Each Party warrants to the other Party that in performing their duties required under this MoU, they will comply with the applicable law and shall take no action which constitutes a violation of relevant applicable law and which would subject the other Party to penalties or legal action.
- 9.11. This Agreement and any provision hereof may be waived, amended or modified only by an instrument in writing signed by each of the Parties to this Agreement
- 9.12. Neither Party shall assign or transfer the privileges and obligations under this MOU without the prior written consent of the other Party.
- 9.13. This MoU shall be non-exclusive and both Parties are free to pursue other agreements or collaborations of any kind.
- 9.14. Any changes to the MoU are to be mutually agreed to by CPC and the Institute and executed in writing.



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10. TERMINATION

- 10.1. Either Party can terminate the MoU by submitting a prior written notice of two (2) months.
- 10.2. Any difference of opinion during the term of MoU will be settled by mutual consultation by and between the Parties.
- 10.3. Subject to reading of Clause 11 of this Agreement, In the matter of unresolved disputes, the matter shall be referred to joint resolution by CPC and Director of the Institute and the joint decision shall be final.

11. ARBITRATION

This MoU shall be legally binding on both the Parties. This Agreement shall be governed by and construed under the laws of India. In case of a persisting unresolved dispute on failure of achieving joint consensus/resolution between the Parties herein under Clause 10.3 of this MoU, such dispute arising out of or in connection with this MoU, including any question regarding its existence, validity or termination, shall be referred to and resolved by arbitration in New Delhi in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator, who shall be appointed by the mutual consent of the disputing Parties. The language of the arbitration shall be English. Subject to the above, the courts of Pune, India shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement.

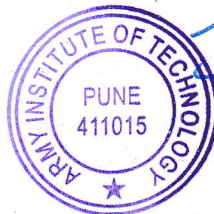
IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS MOU TO BE EXECUTED IN DUPLICATE BY PROPER OFFICIALS AS OF THE DATE HEREOF.

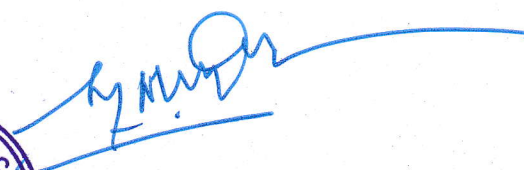
For and on behalf of CPC

For and on behalf of the Institute


Major Vineet Kumar
Founder and Global President

Date: 10/8/2023




Brig Abhay A Bhat
Director

Date: 10/8/23

ANNEXURE A - ADMINISTRATIVE OBLIGATIONS

CPC and Institute mutually agree to the establishment of the following committees for achievement of the objectives listed under this MoU:

1. **Joint Expert Committee** – The Joint Expert Committee shall consist of members from the Institute and CPC.

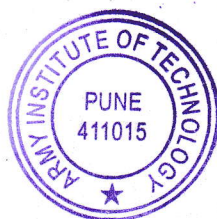
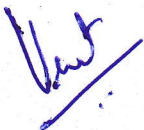
Roles and Responsibilities of the Group:

- 1.1 Exploring initiatives for research and development.
 - 1.2 Observe, supervise and guide the execution of activities agreed upon as per the MoU.
 - 1.3 Supervising the execution and delivery of obligations which are created under this MoU.
 - 1.4 Creating funding opportunities.
2. **Advisory Council** – The Institute and CPC agree to constitute an Advisory Council. The Council represents a variety of experts on the subject matters of the following, but not limited to CyberPeace, Cybersecurity, Cyber Defense, Cyber Infrastructure, Science and Technology, Computer Sciences and Applications, Academia experts and so on.

ANNEXURE B - TECHNICAL REQUIREMENTS

To fulfil the objectives of this MOU, the following technical requirements have to be met:

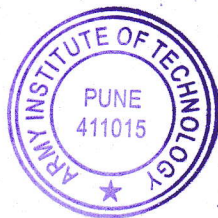
1. Development and setting up a Platform for Advanced Trends in Cybersecurity, with a Demonstration Center / Lab. The facility will be equipped with state-of-the-art technologies for showcasing best practices for CyberSecurity.
2. The facility will host training workshops, events and will enable the CoE in fulfilling the goals and objectives.
3. IT Infrastructure, equipment/s, and resources for setting up the research lab will be finalized depending upon the joint discussions between both parties.
4. Parties may add any specific equipment that may be needed during the course of this MOU by mutual and written consent.
5. Mention of the collaboration on online mediums of the Institute such as Website, Social Media etc.
6. To cover the travel and lodging expenses and honorarium to experts so visiting Institute for the purpose of the above mentioned or any other activity under this MoU as and when required at the Institute and its associated Lab(s).



Some of the proposed activities:

During the course run of the module, CPC in association with its affiliate organization will conduct the following activities:

1. One Cybersecurity Live Project.
2. CyberPeace Quick Reaction Team (CQRT)
 - Detection of Fraudulent UPI Handles
 - Detection of Phishing content
 - Detection of Malicious contents
 - Detection of Fraudulent Mobile Application
 - Release threat advisory against any real time Cyber Threats
3. Global and National level Cyber Security Hackathons
4. Internship opportunities
5. Certifications
6. Updates of Events and Activities
7. CyberPeace Club
8. Cybersecurity awareness program



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