

Memorandum of Association (MOA)

for

Collaboration for conducting joint programs on Cybersecurity and Privacy

between

College of Engineering, Pune

and

COEP's Bhau Institute of Innovation Entrepreneurship & Leadership, Pune

and

DATA SECURITY COUNCIL OF INDIA, Noida

Signed on this day 7th January of 2020

Dr. B. B. Ahuja Director College of Engineering Wellesley Rd, Shivajinagar, Pune, Maharashtra 411005	Mr. Vijay Talele CEO COEP's BHAU Institute Wellesley Rd, Shivajinagar, Pune, Maharashtra 411005	Mr. Vinayak Godse Vice President Data Security Council of India NASSCOM Campus, Plot No. 7-10, Sector 126, Noida, UP, India -201303
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1. PREAMBLE

This Memorandum of Association (MOA) is made on 6th day of January 2020 at Noida, UP

Between

College of Engineering ,Pune with its registered office Administrative Building *Wellesley Rd, Shivajinagar, Pune, Maharashtra 411005*, hereinafter referred to as "**COEP-Pune**" which expression, shall unless repugnant to the context or meaning thereof include its successors and permitted assigns.

And

COEP's Bhau Institute of Innovation Entrepreneurship & Leadership, Pune with its registered office College of Engineering, Pune *Wellesley Rd, Shivajinagar, Pune, Maharashtra 411005*, hereinafter referred to as "**BHAU Institute**"

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 COEP-Pune, BHAU Institute and DSCI shall hereafter individually referred to as 'Party' and collectively as 'Parties'

AND WHEREAS

COEP-Pune, established in 1854, is one of the oldest engineering colleges in Asia. COEP is an autonomous engineering institute affiliated to **Savitribai Phule Pune University in Pune, Maharashtra, India**. The institute is distinguished by its commitment to finding solutions to the great predicaments of the day through advanced technology.

CoEP offers a unique learning experience across a spectrum of academic and social experiences. The hallmark of CoEP education is its strong and widespread alumni network, support of the industry and the camaraderie that the institute shares with several foreign universities

WHEREAS

COEP's Bhau Institute of Innovation Entrepreneurship & Leadership, Pune is an incubation center which is in the process of developing robust relationships with other incubators and accelerators in India and abroad. These relationships are of mutual benefit and are critical as they enable cross-border collaboration for start-up creation, a major initiative of Bhau incubator.

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**, COEP-Pune, India

And

CEO-Bhau Institute of Innovation Entrepreneurship & Leadership, Pune, 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. COEP-Pune:

S. No	Name	Designation	Phone / Fax	Email
1	Dr. B. B. Ahuja	Director-COEP	+ (020) 25507001	director@coep.ac.in bba.prod@coep.ac.in
2	Mr. Vijay Talele	CEO-Bhau Institute	+ 91-98202 25008	CEO.BHAU@coep.ac.in
3	Dr. Archana Thosar	Dean R&D-COEP	+91-9923334900	deanr_d@coep.ac.in

4	Dr. Vahida Attar	HOD,CS Dept- COEP	+ (020) 25507091	hod.comp@coep.ac.in
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3.2 Data Security Council of India, Noida

S.No	Name	Designation	Phone / Fax	Email
1	Rama Vedashree	CEO	+91-120-4990253	rama@dsci.in
2	Vinayak Godse	Vice President	+91-9873083123	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 **COEP-Pune, BHAU Institute 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

COEP-Pune being an esteemed institution practices research, innovation and entrepreneurship, operates an Incubation Centre for Research & Development in name of **BHAU Institute of Innovation Entrepreneurship & Leadership**, 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. COEP-Pune, BHAU Institute 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

6.1.1. COEP-Pune & BHAU Institute for facilitating & conducting the Cybersecurity and Privacy programs - trainings, workshops and projects, **COEP-Pune & BHAU Institute** will make the necessary arrangements in terms of finalizing the venue and provision of printed training material for hosting the program.

6.1.2. COEP-Pune & BHAU Institute 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 under-graduate and post-graduate courses
- (vi) Logistic support in terms of venue for industry interactions, training, capability building, hosting hackathons and challenges, paper presentations, conferences, showcases will be made. For other arrangements a separate SOW will be signed where there will be share monetary terms included.

- (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 COEP-Pune & BHAU Institute 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. CONFIDENTIALITY

Both COEP-Pune, BHAU Institute 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.

8. MODIFICATIONS

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

9. 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.

10. JURISDICTION

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

11. TERMINATION

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

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

11.2. 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.

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

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.
On termination, Each Parties shall handover the data and disk to the Party owning it.

11.4. Obligations upon Termination

Following termination or expiration of this MOA, 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.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be signed in their respective names on this **6th day of January 2020**.

<p>Dr. B. B. Ahuja Director College of Engineering Wellesley Rd, Shivajinagar, Pune, Maharashtra 411005</p> <p><i>Signature</i> Signature</p>	<p>Mr. Vijay Talele CEO COEP's BHAU Institute Wellesley Rd, Shivajinagar, Pune, Maharashtra 411005</p> <p><i>Signature</i> Signature</p>	<p>Mr. Vinayak Godse Vice President Data Security Council of India NASSCOM Campus, Plot No. 7-10, Sector 126, Noida, UP, India -201303</p> <p>Signature</p>
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Director
College of Engineering
Pune-411005.
(Seal)

(Seal)



(Seal)

Witness

Signature
Name: Dr. Vahida Attar
HOD, Computer Science Dept.

Signature
Name: Girish Degaonkar
Sr. Manager, Bhau Institute

Name: Shristi Srivastava
Administrator-DSCI-NCoe

Address: College of Engineering
Wellesley Rd, Shivajinagar, Pune,
Maharashtra 411005

Address: COEP's BHAU Institute
Wellesley Rd, Shivajinagar, Pune,
Maharashtra 411005

Address: Data Security
Council of India
NASSCOM Campus, Plot
No. 7-10, Sector 126,
Noida, UP, India -201303