

Memorandum of Understanding (MoU)

The ICFAI UNIVERSITY, JAIPUR



The ICFAI University, Jaipur

&

DR CBS CYBER FOUNDATION
a Non-profit Cyber Education Unit of



Dated: 27.04.2022

BETWEEN

The ICFAI University, Jaipur (ICFAI-JAIPUR) has been established under The ICFAI University, Jaipur Act, 2011 (Act No. 26 of 2011) passed by Legislative Assembly of Rajasthan. The University has been notified under Notification No. F. 2(26) Vidhi/2/2011 dated September 22, 2011. The University is sponsored by The ICFAI Society - a not-for profit educational society established in 1984. on the One Part

AND

DR CBS CYBER FOUNDATION (DRCBSCF), a Non-profit organisation, with the technical assistance of DR CBS Cyber Security Services LLP (the first and the only CERT-In Empanelled IT Security Auditing Organisation in Rajasthan) on the Second Part.

As the CERT-In empanelled IT security auditing organisation 'DR CBS Cyber Security Services LLP' is authorized to conduct IT Security Audit of Critical IT Infrastructure of Government Organisation and other Body Corporates connected with Indian Economy. A comprehensive audit of the entire IT infrastructure of an organization including its End point computers, Servers, Networking Devices, Wi-Fi, Firewall, Switches, Router, Web applications, Mobile applications, E-Mail, Communication devices, Storage technologies, Physical security etc. is conducted by a team of empanelled certified technical professionals.

DR CBS Cyber Security Services LLP help organizations in understanding their cyber security posture, cyber resilience and incident management through customized information security audits including penetration testing, assessment, mapping & exploitation of vulnerabilities, risk assessment, review and assessment of security policies, malware/ backdoor detection etc. Support is provided in corporate trainings, IT security policy formulation, secure software development to help organization in containing threats arising from within and outside organization; and ensuring simultaneous compliance with various international standardizations and legal mandates. Expertise is provided on cybercrime forensic



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and investigation, incident management and business continuity, combining advanced tools, techniques and skill set. This assists organizations in functioning effectively in the dynamic cyber world.

Both ICFAI-JAIPUR and DRCBSCF shall be collectively referred to as 'Parties'.

WHEREAS, DRCBSCF and ICFAI-JAIPUR have mutually agreed to facilitate research activities in the State and across India, wherein ICFAI-JAIPUR had expressed its willingness to collaborate with DRCBSCF for the above purpose;

NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN DRCBSCF AND ICFAI-JAIPUR AS FOLLOWS:

1. OBJECTIVES OF MoU:

To encourage research in the field of Cyber Security, Cyber Defense and Internet Engineering and Governance.

- To Setup Cyber Research Centre & Centres of excellence in ICFAI- JAIPUR.
- To introduce certificate course for students subject to prior approval of Academic Council of ICFAI-JAIPUR and other legal requirements.
- To promote entrepreneurship in cyber security to support the Start-up India and Stand-up India initiatives of the Government of India.
- To provide internship to ICFAI-JAIPUR students.
- To provide the expertise in-setup Cyber Security Research Labs.
- To context capacitive building activities under Skill India initiative of the Government of India for:
 - Cyber security awareness events & workshops throughout the year.
 - Working on Next Generation Internet Standards.
 - Providing cyber security education for the skill building to the various agencies and organizations.
 - Conducting annual security symposium, seminar, roundtable conference etc.
 - Internship, Specialized Training & placements.
 - Organizing various Cyber Challenge, competitions and Cyber Security fellowships.
 - Providing Network Security and DNS infrastructure education for the skill building to the various agencies and organizations.
 - To undertake collaborative R&D in developing the human capital and technical skills needed to solve complex problems of cyber security and also to conduct research that enhances the technical, legal, and policy aspects of cyber security leading to commercially viable products.
- To constitute a cyber - security think tank and functioning through various expert committees to learn, understand analyse, resolve and manage multiple cyber security issues.
- The Parties mutually also agree for:-
 - Collaboration and extension with other institutions and ensuring public and private partnership.
 - Jointly applying for grants and contributions for the projects related to cyber security from governments, industries and other bodies.



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Handwritten signature and date: 27/4/2022

- o Creation of knowledge and expertise to face new and emerging security challenges to produce cost- effective, tailor made indigenous security solutions in information security products and services.
- o To establish a close and continuing interaction for exploring areas of mutual co-operation in the field of Cyber Security & Cyber Defence including all associated fields of technology.

2. TENURE OF MoU:

This MoU commences from the date of last signing and shall be in force for 5 years. It may be amended, modified, extended, or renewed only by the written consent of both Parties. The Institutions agree to review this MoU six months prior to end of the 5-year term.

3. INTELLECTUAL PROPERTY RIGHTS (IPR):

- 3.1. All IP rights associated with an innovation under the centre shall be jointly by DRCBSCF & ICFAI-JAIPUR.
- 3.2. 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.
- 3.3. Any matters related to intellectual property shall be mutually agreed upon by and between the parties as and when such matters arise.

4. CONFIDENTIALITY:

- 4.1. All information and documents to be exchanged pursuant to the Memorandum of Understanding will be kept confidential by the parties and will be used subject to such terms as each Party may specify. The Parties will not use the information for purpose other than the specified without the prior written consent of the other party.
- 4.2. All Confidential Information shall remain the exclusive property of the disclosing party. The parties agree that this agreement and the disclosure of the Confidential Information do not grant or imply any license, interest or right to the Recipient in respect to any intellectual property right of the other Party.
- 4.3. Unpublished Information, whether oral, in writing or otherwise, discovered or conceived by the scientists or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by the parties.
- 4.4. Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party.
- 4.5. Both the Parties shall comply with, and shall not act in any way, which may breach, any law or regulation dealing with the processing of privacy and/or personal data relating to any individual or corporation (including without limitation the Information Technology Act, 2000; the Indian Contract Act, 1872) and any other applicable law or regulation. Both the Parties agree to establish secure safeguards to protect such information from unauthorized use, disclosure and/or misuse. Both the Parties agree to immediately inform the other Party of any unauthorized use, breach, loss or disclosure of such personal data.



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5. GENERAL TERMS:

- 5.1. This MoU does not in itself imply any specific financial obligations. Should a financial transaction - from either Party or a third party - be required to meet agreed objectives, a separate agreement will be developed for that specific purpose.
- 5.2. Both the Parties shall have to appoint a single point of contact (SPOC) to maintain the clarity of communication between both the parties.
- 5.3. DR CBS Cyber Security Services LLP shall from time to time also extend outreach of its program to the centre which may be relevant & important for the centres development.
- 5.4. The contact details i.e. the Email id and phone no. 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.
- 5.5. All the student chapters for various bodies shall be part of above mentioned activities.
- 5.6. Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.
- 5.7. The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties.
- 5.8. This document is not intended to create legal or binding obligations on either party. It serves only as a record of the parties' current intentions. Before any of the activities set out in this Memorandum of Understanding (MoU) are implemented, to ensure the activities can be accomplished in conformity with the law and so as to enable the principles set out in this MoU to be implemented, the Institutions shall enter into a formal and binding separate agreement or agreements with each other which will detail the specific form and content of the activities and cover the responsibilities and rights of each Institution. Such agreements will be negotiated in good faith.

6. TERMINATION:

- 6.1. The MoU can be terminated by either party by submitting a written notice of 2 month.
- 6.2. Any difference of opinion during the term of MoU will be settled by mutual consultation by and between the parties.
- 6.3. In the matter of unresolved disputes, the matter shall be referred to joint resolution by Founder and CEO - DR CBS Cyber Security Services LLP and Registrar - ICAFI- JAIPUR and the joint decision shall be final.

7. JURISDICTION:

Any litigation or dispute proceedings arising out of this MoU shall be subject to laws of India, specifically within the jurisdictional court/tribunal/judicial authorities of Jaipur and in accordance with the Arbitration and Conciliation Act 1996 or its amendment thereof as being in force from time to time.



8. SURVIVAL AND BINDING NATURE

Notwithstanding anything contrary in this MOU, Clause 3 (IPR) Clause 4 (Confidentiality) and Clause 7 (Jurisdiction) shall be legally binding and survive the expiry or termination of this MOU.

9. AMENDMENTS

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

10. SIGNATORIES:

Duly authorized and acting on behalf of their respective institutions, the undersigned have signed the Agreement in two original copies (with one fully signed original to be retained by each respective Party).

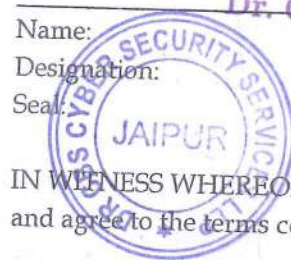
For and on behalf of
DR CBS Cyber Security Services LLP

Name:

Designation:

Seal:

Dr. C. B. Sharma IPS R.
Founder & CEO



IN WITNESS WHEREOF, the PARTIES have executed this MOU and represent that they approve, accept, and agree to the terms contained herein.

Witness 01:

Name:

Designation:

Phone:

Email ID:

DR CBS Cyber Security Services LLP

Satyendra Singh.

Cyber Security Analyst

9783380412

satyendra@drbcscyper.com

For and on behalf of
ICFAI University Rajasthan, Jaipur

Name: **Col. Sanjay Ramnani (Retd.)**
Designation: **Registrar**
Seal: **The ICFAI University Jaipur**

Name:

Designation:

Seal:



Witness 01:

Name:

Designation:

Phone:

Email ID:

The ICFAI University Jaipur

Dr. A. K. Seem

Associate Dean

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