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Article 37 Note or Memorandum

MEMORANDUM OF UNDERSTANDING

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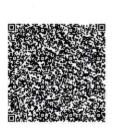
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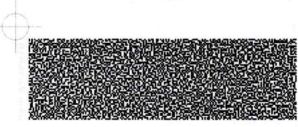
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ALVAS INSTITUTE OF ENGINEERING AND TECHNOLOGY

COE CYSECK AN UNDERTAKING OF KSCST

(Two Hundred only)







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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into on this January 20, 2024 ("Effective Date") at Bengaluru.

BY AND BETWEEN

CENTRE OF EXCELLENCE IN CYBER SECURITY (COECYSECK), a programme implemented by KARNATAKA STATE COUNCIL FOR SCIENCE AND TECHNOLOGY (KSCST), a society duly registered under the Karnataka Societies Registration Act, 1960,, and an autonomous organization under the Ministry of Information

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discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid. The onus of checking the legitimacy is on the users of the certificate.

3 In case of any discrepancy please inform the Competent Authority

Technology, Biotechnology and Science & Technology, Government of Karnataka, having its registered office at Indian Institute of Science Campus, Bengaluru –560012, and represented by its Centre Head (hereinafter referred to as "CySecK" which expression shall, unless repugnant to or excluded by the context hereof, be deemed to mean and include its successors in interest and permitted assigns) of the FIRST PARTY;

AND

ALVA'S INSTITUTE OF ENGINEERING &TECHNOLOGY (AIET), a Higher Educational Institution (HEI) and a unit of Alva's Education Foundation® (AEF) that is established in the year 2008, which is affiliated to Visvesvaraya Technological University (VTU), Belagavi, approved by the All India Council for Technical Education (AICTE), New Delhi, with Registration No. 1-6754801, accredited by the National Assessment and Accreditation Council (NAAC), Bengaluru, with A+ grade for the period 2023-28, accredited by the National Board of Accreditation, New Delhi, for the period 2019-25, and recognized by the Government of Karnataka, having its office at Shobhavana Campus, Mijar, Moodubidre - 574225, Dakshina Kannada district, and represented by its Professor and Head of the Department of Computer Science and Engineering(hereinafter referred to as "AIET" which expression shall, unless repugnant to or excluded by the context hereof, be deemed to mean and include its successors in interest and permitted assigns) of the SECOND PARTY.

For the purposes of this MoU, KSCST andAIETshall be individually referred to as "Party" and collectively as "Parties".

1. Term

This Memorandum of Understanding ("MoU") is entered into on the above Effective Date. This MoU is valid for a term of 3 months, unless terminated earlier by either party upon serving 30 days' notice on other party or may be extended by mutual agreement of parties at least 60 days prior to expiry.

2. Purpose

Government of Karnataka has setup a Centre of Excellence in Cybersecurity which is branded as CySecK (hereinafter referred to as CySecK) and is funded by Karnataka Innovation and Technology Society (KITS). KSCST is the implementation agency for CySecK, with the purpose to promote a cyber-safe and conducive environment for industry collaboration, address skills gap, build awareness and foster innovation in the emerging technology field of cyber security.

CySecK seeks to form meaningful partnerships for conducting a pilot batch of a Cyber Security Finishing School (CSFS). This MoU will establish a collaboration between the **PARTIES** working in the area of cybersecurity and CySecK, for the purpose operationalising the pilot batch of CSFS.

3. Responsibilities of FIRST PARTY

- I. Publicity, shortlisting and competitive selection of 25 participants for the pilot batch of the Cyber Security Finishing School (CSFS).
- II. Putting together the syllabus for training in different sub-domains of Cyber Security for the pilot batch of the Cyber Security Finishing School (CSFS).
- III. Empanelment and provision of trainers and/or resource persons for training in different subdomains of Cyber Security for the pilot batch of the Cyber Security Finishing School (CSFS).

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- IV. Provision of scholarly inputs after consultation with industry representatives towards finalizing the syllabus for training in different sub-domains of cyber security for the pilot batch of the Cyber Security Finishing School (CSFS).
- V. Reviewing the conduct of the training and delivery of educational content in different subdomains of cyber security for the pilot batch of the Cyber Security Finishing School (CSFS).
- VI. Establishing the norms for successful completion of the training in different sub-domains of cyber security for the participants selected for the pilot batch of the Cyber Security Finishing School (CSFS).
- VII. Certification of successful candidates in association with the SECOND PARTY for those participants who successfully adhere to the norms and clear the thresholds established for certifications in different sub-domains of the cyber security as part of the Cyber Security Finishing School (CSFS).
- VIII. Supporting the provision of boarding facilities, including payment for food and beverages for up to 25 participants selected for the pilot batch of the Cyber Security Finishing School (CSFS) at the daily rate of Indian Rupees (INR) 300/- (three hundred only) exclusive of taxes, per participant.

4. Responsibilities of SECOND PARTY

In accordance with the organisation's internal objectives, the SECOND PARTY will undertake the following activities:

- Providing 25participants from their organisation for the pilot batch of the Cyber Security Finishing School (CSFS).
- II. Provision of boarding, including food, snacks and beverages and lodging, including clean accommodation for the trainers and 50 participants of the pilot batch of the Cyber Security Finishing School (CSFS).
- III. Provision of accommodationwith adequate and comfortable seating and dining arrangements and Local Area Network (LAN) and/or Wi-Fi Internet connectivity, safe drinking water, ambulance on-call and power backup for the trainers and 50 participants oenable smooth conduct of the pilot batch of the Cyber Security Finishing School (CSFS).
- IV. Provision of classrooms with adequate and comfortable seating and furniture arrangements and with technological facilities including individual computer systems, projector, Local Area Network (LAN) and/or Wi-Fi Internet connectivity and audio-visual equipment, and availability of safe drinking water, ambulance on-call and power backup to support the trainers and 50participants on enable smooth conduct of the training sessions undertaken as part of the pilot batch of the Cyber Security Finishing School (CSFS).
- V. Provision of individual desktop computers of the agreed hardware configuration of: 12th Gen Intel(R) Core(TM) i7-12700 2.10GHz processor with 16 GB RAM and preloaded with the required 64-bit Windows 11 Professional operating system and any required software tools as agreed upon between both the parties in the classrooms and to ensure the availability of suitable Information Technology (IT) support personnel to attend to and to resolve any exigencies that might arise and hinder the smooth conduct of the pilot batch of the Cyber Security Finishing School (CSFS).

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- VI. Undertake to pay fully the required licensing fees for any third-party software or hardware used by the SECOND PARTY as part of IT infrastructure requirements used for delivering the training in different sub-domains of cyber security in accordance with CySecK'sCyber Security Finishing School (CSFS) initiative with no liability whatsoever on the part of CySecK.
- VII. Undertake to pay fully the requisite fees and/or consultation charges and applicable levies (including taxes) for engagement of any external experts used by the SECOND PARTY for maintenance and repair of Information Technology (IT) and/or classroom and/or accommodation infrastructure that will be used while delivering learning materials in different sub-domains of cyber security in accordance with CySecK'sCyber Security Finishing School (CSFS) initiative with no liability whatsoever on the part of CySecK.
- VIII. Periodically communicate and work together with CySecK to mutually resolve any Information Technology (IT) and /or classroom and/or accommodation infrastructure issues that could hinder the seamless offering of learning materials to be delivered as part of the trainingin different sub-domains of Cybersecurity offered by the SECOND PARTY in line with the objectives and scope of CySecK'sCyber Security Finishing School (CSFS)initiative.
- IX. Provide inputs to CySecK on the training completion data on a regular basis.

5. Terms and Conditions

A. Force Majeure Event

i. Neither party will be liable for any failure or delay in performance of any obligation under this MoU to the extent such failure nor is delay caused due to a force majeure event. The party having any such cause will promptly notify the other party, in writing, of the nature of such cause and the expected delay.

B. Representations & warranties

Each party hereby represents and warrants that it is duly authorised to execute this
agreement and that this agreement does not contravene and existing law or obligation by
which the concerned parties are bound.

C. Termination

i. This agreement will commence on the date of the last signature and be operative for a period of 3 months therefrom. The parties may mutually undertake to extend the duration of the term prior to its expiry. Either party may terminate this agreement through provision of providing written notice of 30 days to the counter party. Notwithstanding anything stated under this agreement, either party may terminate this agreement where the counterparty is in breach of this agreement and fails to rectify to such breach within thirty (30) days of the receipt of a written notice from the party intimating the counterparty of the concerned breach.

D. Governing Law and Jurisdiction

- i. This MoU shall be governed by the construed in accordance with the laws of Republic of India. The parties shall be subject to the exclusive jurisdiction of the courts of Bengaluru.
- ii. Any dispute that arises between the Parties shall be resolved through amicable means and negotiation. The disputes may be placed to the Executive Secretary, KSCST.

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E. Consultation

 The PARTIES intend to have consultations from time to time to analyse the implementation and execution of this Memorandum of Understanding and to consider further areas of cooperation. The format and time of such consultations will be arranged between the PARTIES as appropriate.

F. Exclusivity

- The PARTIES are free to enter into any number of such Memorandaof Understanding with other organisations.
- ii. It is expressly agreed that the services hereby agreed to be provided/availed by the respective PARTIES shall be on a non-exclusive basis.

G. Expenses

 Each Party agrees to be responsible for its own expenses, unless the Parties specifically agree in a written agreement to support or pay for the expenses of the other Party on a case-bycase basis as specified in each project.

H. Intellectual Property Rights and Use of Trademarks

i. Nothing in this MoU grants or implies rights to, or interest in, any intellectual property belonging to any Party. Each Party shall be and remain the owner of their intellectual property rights and all rights of such Party's information, inventions, and original work created by such Party before and after the Effective Date of this MoU. Use of trademarks, logos and intellectual property rights of each Party requires a specific agreement. No license is granted under this MoU to the Parties' trademarks, logos or any other intellectual property rights.

I. Press Releases

 Any press-releases regarding this MoU, or the Parties, will need to be approved by both Parties prior to any release.

J. Confidentiality

i. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities.

K. Counterparts and complete understanding

i. This MoU may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument. This MoU shall constitute the entirety of understanding the parties superseding all prior communication, agreement and understandings between the parties with respect to the purpose of this agreement.

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IN WITNESS WHEREOF the parties have signed and delivered this MoU on the Effective Date first above mentioned in the presence of the witnesses at Bengaluru:

ALVA'S INSTITUTE OF ENGINEERING & TECHNOLOGY: 200124

Name: KARTHIK RAO BAPPANAD	Name: MANJUNATH KOTARI
Title: Centre Head, CySecK	Title: Professor and Head, Department of Computer Science and Engineering
Address: 2 nd Floor, Entrepreneurship Centre, Society for Innovation & Development (SID), Indian Institute of Science Campus, Bengaluru - 560012	Address: Alva's Institute of Engineering & Technology, Shobhavana Campus, Mijar, Moodubidire- 574225, Dakshina Kannada District, Karnataka
Witnesses: WITNESS 1	WITNESS 2 Beenesh, T
Name: Kaushik. G.N.	Name: BEFRESH.T
Title: Allistand Manager	Title: Office-Admin
Address: TII C	Address: TISc

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