

MEMORANDUM OF UNDERSTANDING (MoU)

Between



**CYBERSECURITY CENTRE OF EXCELLENCE,
TELANGANA**

And

**MALLA REDDY COLLEGE OF ENGINEERING AND
TECHNOLOGY (MRCET)**





This Memorandum of Understanding ("MoU") is entered into and executed on this 12.10.2023
By and between:

Data Security Council of India (DSCI), is a corporate body with CIN U74120DL2008NPL182363, having registered office at Plot No.62, Basement Podet- 2, Jasola, New Delhi South Delhi having its offices at different places and **represented by the Cybersecurity Center of Excellence, Hyderabad**, having its office at CTRLS Data Centres, 4th Floor, Pioneer Towers, Inorbit Mall Road, Hi-tech City, Hyderabad, Telangana, 500081, India hereinafter referred to as "CCoE" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assignees and also referred as First Party,

And

Malla Reddy College of Engineering and Technology (MRCET) [UGC Autonomous], is approved by AICTE, New Delhi and affiliated to JNT University, Hyderabad. The college is accredited by NBA with Tier-I, NAAC with 'A' Grade, NIRF Ranked [Band 251-300] Institute, ARIIA-ATAL Ranked [Band-Excellent] Institute and is also recognized under UGC 2f & 12(B).

The CCoE and Malla Reddy College of Engineering and Technology (MRCET) shall be hereafter individually referred to as 'Party' and collectively as 'Parties'. This MoU is executed by its authorized representatives, respectively

Whereas CCoE is a joint initiative of DSCI and the Government of Telangana. The CCoE endeavors to build sustainable cybersecurity and privacy industry development by creating a conducive cybersecurity ecosystem that nurtures innovation, entrepreneurship, and capability building. The CCoE is a hive of activity for organizations, departments, entrepreneurs, professionals, and students engaged in this domain. The CCoE aims to provide secure and resilient cyberspace to fulfill the needs of the digital economy and society by creating a GLOCAL cluster of Cybersecurity organizations in Telangana. The CCoE fosters incubation, innovation, expertise, and collaboration in the twin areas of Cybersecurity and Privacy. DSCI is a not-for-profit company registered under Section 25 of the Companies Act 1956 (now section 8 of Companies Act 2013) and is an industry body on data protection in India, set up by NASSCOM®, committed to making cyberspace safe, secure, and trusted by establishing best practices, standards, and initiatives in cyber security and privacy.

Whereas MRCET vision is to create a solid foundation that fosters integral innovation, cultivates team spirit, encourages originality, and enhances competence among our students. We aim to empower them to confront global challenges and emerge as leaders in realizing the modern Indian vision for society. At our institution, we believe in nurturing qualities that prepare students to become pioneers who shape the future. Our mission encompasses several key objectives. Firstly, we aspire to set a benchmark for excellence in the fields of Engineering, Technology, and Management. Through our educational programs, we aim to provide students with a holistic learning experience

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that equips them to step seamlessly into the professional world as industry-ready engineers. Additionally, we are committed to aligning our institutional ideologies with the dynamic and demanding needs of international pioneering organizations. This ensures that our students receive a well-rounded education that prepares them for a global landscape.

1. PURPOSE

The purpose of the MoU is to establish that CCoE and MRCET will jointly collaborate for the mutual benefit of both organizations. The areas of collaboration will be research, innovation, incubation, marketing, hackathons, corporate innovation, and training programs. The scope of each activity under the identified areas of collaboration along with Roles & Responsibilities, Timelines, and Financial Commitment will be discussed and decided separately through a formal approval/acceptance to that effect for the works/services has been accorded through signed documents by Malla Reddy College of Engineering and Technology (MRCET) and DSCI prior to starting the work.

2. FINANCIAL ASPECTS

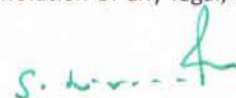
- 2.1. No financial commitment from any party will be assumed unless a formal approval/ acceptance to that effect for the works/ services has been accorded through signed documents by MRCET and CCoE prior to starting of work.
- 2.2. All payments will be made through a mutually accepted mode.

3. CONFIDENTIALITY AND NON-DISCLOSURE

- 3.1. Any software/hardware material, product specifications, designs, financials, information, documents shall be deemed to be in the private domain, and it shall not be made public or shared with any other party without the prior written consent of the party which owns it. The material shall be treated as confidential for a minimum period of two years after this MoU comes to an end or as agreed from time to time in writing.
- 3.2. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party to enable the other party to seek a timely protective order or any other as appropriate relief. If such order or other relief cannot be obtained, the party is required to make such a disclosure shall make the disclosure of the confidential information only to the extent that is legally required of it and no further.

4. TERM & TERMINATION

- 4.1. This MoU is valid for a period of 5 years from the date of signing of MoU. If further extensions are required, it shall be renewed by mutual consent of the parties in writing.
- 4.2. This MoU may be terminated by either party at any time by giving 10 days prior notice to the other party. Further, either party may also terminate this Agreement 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 in a breach or violation of any legal, regulatory,



ethical or audit independence requirement in any jurisdiction.

5. DISPUTE RESOLUTION

5.1. **Amicable Settlement:** This MoU is based on the immediate benefits and on developing and enduring relationships serving and safeguarding the commercial interests as well as the standing of the parties. Hence the Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Memorandum of Understanding or interpretation thereof.

5.2. **Dispute Settlement:** If any Dispute is not resolved by mutual negotiations within the period of 30 days, then the dispute shall be referred to the arbitrator mutually appointed by both parties. The arbitral award shall be in writing and shall be final and binding on each Party. The Arbitration Proceedings shall be held at Hyderabad. The Arbitration Proceedings shall be in the English language only. The Arbitration and Conciliation Act, 1996 and the rules thereunder or any statutory modification or' reenactment thereto or thereof for the time being in force will be applicable to the proceedings. The Courts in Hyderabad shall only have jurisdiction to try, entertain and decide the litigation arising out of the MoU, which is not covered within the ambit of Arbitration.

6. ASSIGNMENT AND TRANSFER

All rights, duties, and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without the prior written consent of the other party.

7. NON-WAIVER

The failure or neglect by either of the Parties to enforce any of the terms of this MoU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

8. SEVERABILITY

The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provision of this MoU that shall continue in full force and effect except for any such invalid and unenforceable provision.

9. MODIFICATION

No modification to this MoU will be effective unless agreed to in writing by both Parties and duly signed by the authorized signatories of the Parties.

10. NOTICES

All notices required or permitted to be given hereunder shall be in writing, shall refer to this MoU, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed to the other Party's address as stipulated on the first page of this MoU.





The address for notices to the respective parties shall be:

For CCoE: Cybersecurity Centre of Excellence, DSCI, CTRLS Data Centres, 4th Floor, Pioneer Towers, Inorbit Mall Road, Hi-tech City, Hyderabad, Telangana, 500081	For Malla Reddy College of Engineering And Technology (MRCET): Maisammaguda, Dhulapally Post Secunderabad 500100 Medchal Malkajgiri District Telangana State
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11. COUNTERPARTS:

This MoU may be executed in two counterparts, and each counterpart shall constitute an original instrument, and both the counterparts together shall constitute the same instrument.

12. LIMITATION OF LIABILITY

In no event will Malla Reddy College of Engineering and Technology (MRCET) or CCoE be liable to the other party for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MoU, regardless of the cause of action, even if the party has been advised of the likelihood of damages if it is unintentional and beyond reasonable control.

13. NO PARTNERSHIP

Nothing in this MoU shall be deemed to either constitute or create an association, trust, partnership, or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

14. HEADINGS

The headings shall not limit, alter, or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

15. ENTIRE AGREEMENT

This MoU constitutes the entire understanding between the parties. All written or oral agreements, representations, or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by terms of this MoU.

16. GOVERNED BY THE LAW

This MoU shall be governed by the laws of India.



17. INDEMNIFICATION

Either party shall keep other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable fees of attorney arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s) there from or any incidental matter or in any way arising there from.

IN WITNESS WHEREOF, the parties hereto have caused this MoU to be signed in their respective names on this date

Cybersecurity Centre of Excellence, MRCET

Authorized Signatory

Name: Dr. Sriram Birudavolu

Designation: Chief Executive Officer, CCoE

Date:

12/10/23

Authorized Signatory

Name: Dr. S Srinivas Rao

Designation: Principal, MRCET

Date:



Witnesses

Signature:

Name: Dr. M.V. Kamal
Associate Professor &

Designation: Head of the Department
Dept. of CSE (Cyber Security)
MRCET, (A) Campus.

Signature:

Name: T. Venugopal

Designation: Dean