

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

**NATIONAL INSTITUTE OF TECHNICAL TEACHERS TRAINING AND RESEARCH,
CHANDIGARH**

AND

INFORMATION SHARING AND ANALYSIS CENTER (ISAC)

This **MEMORANDUM OF AGREEMENT** ("MOA") is entered into on the 13th day of December, 2024

BETWEEN

National Institute of Technical Teachers Training and Research, Chandigarh with office at Sector 26, Chandigarh (hereinafter referred in short as **NITTTR, Chandigarh**) known as **FIRST PARTY**.

AND

INFORMATION SHARING AND ANALYSIS CENTER, having its Corporate Office at 319A, Logix Technova, Next to Adobe Corporation, Sector - 132, NOIDA, UP - 201 301, and at No.10, Temple Road, Vontikoppal, Mysuru, Karnataka, India, a leading not for profit Cyber Security foundation registered under Section 8, and its incubations (hereinafter referred in short as **ISAC**) represented by Group Captain Mr. P Aanand Naidu (Retd), Director, known as **SECOND PARTY**.

Information Sharing and Analysis Center and National Institute of Technical Teachers Training and Research, Chandigarh, are hereinafter together referred as "Parties" and individually as "Party".

WHEREAS NITTTR, Chandigarh, was established in the year 1967 by the Ministry of Education, Government of India, with several objectives viz. training teachers of Polytechnics and Engineering Colleges through different types of courses, fostering, promoting research in improving classroom and laboratory instruction, preparing and supplying teaching aids and instructional materials, associating with other academic bodies of technical education to achieve quality improvement in academic programs, collaborating with institutions and organizations in India and abroad having similar objectives and functions, and interacting with industries in formulating training programs of mutual interest NITTTR, Chandigarh has 12 departments covering Engineering, Science, Curriculum, Education, Rural Development and Management programs. The institute offers ME and Ph.D. programs in 5 major engineering disciplines, including management and sciences. NITTTR, Chandigarh organizes many Faculty Development Programmes in various diversified areas, including new and emerging strategic technologies like IoT, AI, and Cyber Security. In February 2024, NITTTR, Chandigarh, was conferred as Deemed to be a University under distinct category by the Ministry of Education, Govt. of India.

AND WHEREAS ISAC is a public-private-partner of Ministry of Education, Computer Emergency Response Team (CERT-IN), MeitY (The Ministry of Electronics and Information Technology), Govt. of India, All India Council for Technical Education (AICTE), New Delhi, Karnataka Digital Economy Mission and other Public Sector and Corporate Bodies for advancing the cyber security capacity building and manages the National Security Database (NSD) program, Clean Exit and Ethics at Workplace.

AND NOW, the parties, through professional interactions, agreed to collaborate to bring in a holistic qualitative enhancement in the eco-system and establish a strategic partnership in the areas given in the succeeding paragraphs.

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1. Strategic Collaboration (Scope & Outcome)

The Parties, under this MOA, shall collaborate towards:

- (i) Establishing CopConnect Café / Cyber Wellness Center with CSR support from Zscaler.
- (ii) Create next-generation cyber security professionals under the National Security Database (NSD) Program.

In future, endeavor to:

- (i) Establish Cyber Security Center of Excellence (Professional level with Cyber-Physical System Lab and Virtual Labs).
- (ii) R&D, capacity building and offer Faculty Development Programs.
- (iii) Collaborate to conduct Hackathons.
- (iv) Creating a culture of ethics at workplace under the Clean Exit Platform as a part of the national ethics culture building and establish ethics club to be run by the students in an organized manner with support from the Second Party.
- (v) Collaborate jointly to make available various cyber security products and services to the industry as agreed.

2. Role of the First Party (NITTTR, Chandigarh)

Facilities provided by NITTTR Chandigarh:

- (i) A suitable covered space with easy access to the victims.
- (ii) Nominate the required number of faculty, staff and students to be trained as Cyber Crime Intervention Officers (CCIOs).
- (iii) Reliable high-speed internet connectivity, a computer and a printer.
- (iv) Adequate lighting and a comfortable environment for visitors.
- (v) Access to power outlets and charging stations for electronic devices.
- (vi) A private area or cubicle for confidential discussions and counselling.
- (vii) Scheduled classroom space or access to the auditorium for conducting activities of the Café.
- (viii) Emergency response features, like first aid kits and direct lines to security.
- (ix) Signage and branding space to promote the café's presence and services.
- (x) Enable Sponsor branding as per branding guidelines and the precedence.
- (xi) Endeavour to ensure sustainability.

3. Role of the Second Party (ISAC)

- (i) Train the nominated Faculty, Staff and the Students as CCIOs.
- (ii) Establish CopConnect Café at the designated space as per the branding guidelines.
- (iii) Provide a dedicated CCIO for one year from the date of signing of MOA.
- (iv) Conduct publicity and branding for the Donor and the CopConnect Café as agreed.
- (v) Prepare a plan for the activities by the Café in coordination with the First Party.
- (vi) Prepare monthly Impact reports and share with the First Party and the Donor entities.
- (vii) Supervise the activities at the Café from the operational perspective.
- (viii) Execute activities for sustainability.
- (ix) Liaise with the First Party and Donor organizations on a regular basis.
- (x) Onboard the CopConnect Café on the CopConnect App and enable integration with the network of Cyber Crime First Responders.
- (xi) Conduct regular effective intervention sessions for the CCIOs.
- (xii) Support the CopConnect Cafe in operational and intervention matters.

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4. Outreach

- 4.1 Considering the urgency and the existing need for a large number of trained and skilled national security professionals by the Government, Financial Institutions, Corporate Bodies, Academic Institutions, and even private individuals to fight cyber-crimes, there is a need for massive awareness campaigns. Accordingly, the Parties are to give wide publicity as required. First Party on its part will endeavor to communicate the essential ingredients of this MOA to other institutions of the group, industries/bodies and other stakeholders and run frequent Hackathons and competitions with Social Media and other publicity.
- 4.2 ISAC will conduct Four Free Awareness webinars for the benefit of the Faculty, Staff and Students as agreed mutually.

5. Intellectual Property Rights

- 5.1 The intellectual property rights of the content contributed by either the Second Party in furtherance of this MOA shall continue to be owned by the controlling party. The Parties shall respect and uphold the intellectual property rights of the other party and shall make all reasonable efforts to protect the intellectual property of the other. Should one party's intellectual property rights be infringed, it shall provide the right's owner with notice of such potential/actual infringement.
- 5.2 Each party shall respect the other'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, without prior approval and only for the purposes outlined in this MOA. 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.
- 5.3 Neither party shall acquire any rights in the other party's IP pursuant to this MOA and any IP so disclosed shall be owned, controlled and remain vested in the party disclosing such IP.
- 5.4 Except as otherwise explicitly agreed by the parties, any and all works developed in the course of performing obligations pursuant to this MOA and all new inventions, innovations, or ideas developed by a party in the course of performance of its activities under this MOA 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 MOA.
- 5.5 If the parties undertake joint development of any work under this MOA, such joint development will be governed by a separate Agreement to be negotiated in good faith by the parties prior to the commencement of any joint development efforts.

6. Term and Termination

- 6.1 This MOA is valid for a period of one (1) year initially and will be renewed on an annual basis as mutually agreed, unless terminated otherwise.
- 6.2 This MOA shall commence as set-forth above and remain in effect through the end of the term unless:
- (i) Otherwise superseded by another MOA between the parties.
 - (ii) The parties mutually agree to terminate this MOA.
 - (iii) Either party gives the other 90 days written notice of their intent to terminate this MOA.

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(iv) A breaching party has failed to cure a material breach of this MOA within 30 days following written notice of that breach given by the non-breaching party.

6.3 The termination as given in 6.2 shall not affect or adversely impact the on-going projects, training courses, accreditation and approvals, or scheduled events, hackathons and workshops.

7. Confidentiality

7.1 During the term of this MOA, each party may disclose to the other its confidential information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is:

- (i) Previously known to the receiving party at the time of disclosure.
- (ii) Independently developed by the receiving party without reference to confidential information of the disclosing party.
- (iii) Disclosed to the receiving party by a third party without an obligation of confidentiality.
- (iv) Already in or subsequently comes into the public domain (other than as a result of a breach of this MOA).
- (v) Required to be disclosed by the receiving party by law, regulation, court order or other legal process.

7.2 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 MOA, or except as it 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.

8. Representations and Warranties

8.1 Both Parties represent and warrants that such party has all necessary power and authority, respectively, to enter into this MOA and to perform its obligations hereunder.

8.2 Both parties 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 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 the Second Party.

9. Miscellaneous

9.1 The parties understand that this is a broad understanding under which various Separate Agreements shall be made with respect to different subject matters of this MOA, including establishing cyber security COE, Cyberange labs and Clean Exit professional ethics at workplace services, setting out there in the mutually agreed detailed terms and conditions applicable to the various activities to be undertaken respectively under each of the Definitive Agreement (s) including details of the engagement, any additional areas of collaboration/ roles/ responsibilities, specific work that needs to be performed by each of the party and the commercials and revenue sharing thereof.

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9.2 The parties further understand that:

- (i) Some of the activities intended by this MOA may not be successfully completed.
- (ii) The result achieved may not be as anticipated.
- (iii) 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 unless otherwise agreed in Definitive Agreement.

9.3 Further, the Parties acknowledge and agree that this MOA is a non-exclusive engagement and except as specifically agreed in a Definitive Agreement with respect to an activity, nothing contained herein shall be construed as preventing or restricting either party from pursuing any opportunity with other entities without involving the other party or to enter into similar alliance arrangements with other entities are independent organizations.

9.4 This MOA shall not be construed to be an agency or a partnership or joint venture or an employment relationship whether for tax or for any other purpose. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

9.5 Each party is an independent contractor and no provision of this MOA 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.

9.6 Any commitment by a party to pay fees or other amounts to the other party must be approved in writing by the paying party in advance. Both parties will be responsible for all expenses incurred by such parties in connection with the negotiation of this MOA and any promotion, marketing, or other activities under this MOA. Both parties shall be liable to pay any tax attributable to it.

9.7 Both parties warrant to the other party that in performing their duties required under this MOA, they will comply with the applicable law and shall take no action that constitutes a violation of relevant applicable law and which would subject the other party to penalties or legal action.

9.8 Neither party shall assign or transfer the privileges and obligations under this MOA without the prior written consent of the other party.

9.9 The law of the Republic of India shall govern this MOA. Any dispute between the parties arising in connection with the performance of this MOA shall be resolved amicably between the parties through a process of negotiation prior to the use of any judicial remedy before the appropriate forum. Both parties irrevocably submit to the exclusive jurisdiction of the courts at Chandigarh for any action or proceeding.

9.10 Any changes to the MOA are to be mutually agreed to by the Parties and executed in writing.

9.11 This MOA may be executed in one or more counterparts, each of which will be deemed to be an original of this MOA and all of which, when taken together, will be deemed to constitute one and the same agreement. A signed copy of this MOA delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of original signed agreement.


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10. **Communications between the Parties**

10.1 The Parties will each appoint a liaison representative, who will take charge of all interactions between the two parties. As of the signing date of this MOA, the appointment of the two liaison representatives is as follows:

Rep. of the First Party : 
Dr. Amit Doegar
Associate Professor and Head
CSE Department, NITTTR, Chandigarh
Email : amit@nitttrchd.ac.in
Mobile: 9872003944

Rep. of Second Party : **Ms Sheethal S**
E mail: sheethal@isacfoundation.org
Mob: 8147306081

10.2 The addresses mentioned above will be the addresses for notices and other communication.
WHEREOF, the parties hereto have executed this MOA on the 13th day of December, 2024.


Prof. C Rama Krishna


Dean (Administration and Finance)
NITTTR Chandigarh, India



Group Captain P. Aanand Naidu (Retd.)

Director, ISAC
Noida 201301, India



Witnesses:

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NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Non-Disclosure and Non-Circumvention Agreement is entered into on the 13th day of December, 2024

BETWEEN

National Institute of Technical Teachers Training and Research, Chandigarh with office at Sector 26, Chandigarh, known as the **FIRST PARTY** (known in short as **NITTTR, Chandigarh**);

AND

Information Sharing and Analysis Center, a cyber-security non-profit organization having its office at **319A Logix Technova, Sector 132, Noida, UP 2010301** and No.10, Second Floor, Above Bata, Temple Raod, Vontikoppal, Mysuru Karnataka, 570002, India, including its incubations namely, Clean Exit, CopConnect (hereinafter referred to as **ISAC** in short), known as **SECOND PARTY**. **NITTTR, Chandigarh**, and **ISAC** are hereinafter referred to as **Parties** and individually as **Party**.

The First and Second Party shall include, unless repugnant to the meaning or context thereof, their authorized representatives, successors, directors, executors, administrators, assignees, etc.

WHEREAS, the parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information, PII, PI, documents or material including verbal communication, that has or could have commercial value or other utility in the business in which BOTH PARTIES are engaged. If Confidential Information is in written form, the EITHER PARTY may label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the EITHER PARTY may provide that such oral communication constituted Confidential Information.

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.
- d) Disclosed by RECEIVING PARTY with DISCLOSING PARTY's prior written approval.

3. Obligations of the PARTIES

- 3.1 The Parties shall ensure the confidentiality of the information as any breach of information may lead to legal complications and disclosure by any individual may invite civil and criminal liability.
- 3.2 The Parties endeavour to create enough cyber safeguards against leakage of any information pertaining to the Clients.

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4. **Obligations of RECEIVING PARTY**

- 4.1 RECEIVING PARTY shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the DISCLOSING PARTY. RECEIVING PARTY shall carefully restrict access to Confidential Information and data to employees, contractors, references 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.
- 4.2 RECEIVING PARTY shall not, without prior written approval of DISCLOSING PARTY, use for RECEIVING PARTY's own benefit, publish, copy, misrepresent, misuse, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of DISCLOSING PARTY, any Confidential Information.
- 4.3 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 requests it in writing.

5. **Use**

The RECEIVING PARTY shall:

- (a) Use the Confidential Information only to the extent necessary to accomplish the Authorized Purpose.
- (b) Preserve the secrecy of the Confidential Information, as if it's their own.
- (c) Not disclose the Confidential Information to any employee, representatives or advisor except to those having a need to know the same for the Authorized Purpose and shall be responsible for its employees', advisor's and/or representatives' compliance with this Agreement.
- (d) Not disclose the Confidential Information to any third party, without prior written consent of the DISCLOSING PARTY or if such disclosure is required pursuant to a valid court order provided that the RECEIVING PARTY shall give DISCLOSING PARTY reasonable prior written notice of such disclosure and where required, assist DISCLOSING PARTY to resist such order.
- (e) Immediately notify FIRST PARTY in writing upon the discovery of any loss or unauthorized disclosure of any Confidential Information.
- (f) Return to DISCLOSING PARTY all Confidential Information in whatever form (including all copies thereof and summaries, analysis, compilations, studies, reports, notes and other documents or materials derived therefrom, whether prepared by the RECEIVING PARTY or not) or destroy upon receipt of the written notice of DISCLOSING PARTY and provide a written certificate to DISCLOSING PARTY confirming the return or destruction of the Confidential Information, as the case may be, within seven (7) days from the request from DISCLOSING PARTY.

6. **Ownership:** The Confidential Information is the property of the DISCLOSING PARTY and its ASSOCIATES, and DISCLOSING PARTY and ASSOCIATES retains all legal rights, title, ownership, and interest to the Confidential Information. Nothing in this Agreement shall be construed as granting to the RECEIVING PARTY or any other person any property rights, by license or otherwise any right, to any Confidential Information disclosed, except for the Authorized Purpose pursuant to this Agreement. No license under any patent, copyright, trademark, or other intellectual property rights which are now or hereafter may be obtained by DISCLOSING PARTY and ASSOCIATES is either granted or implied by the disclosure of the Confidential Information. The RECEIVING PARTY shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information.

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7. **Remedies:** The RECEIVING PARTY agrees that any breach or a threatened breach by the RECEIVING PARTY of its undertakings and obligations under this Agreement will cause irreparable injury to the DISCLOSING PARTY and ASSOCIATES, for which money or other damages would not be an adequate remedy for such breach or threatened breach. Accordingly, in addition to any remedies that may be available, in law, in equity or otherwise, the DISCLOSING PARTY shall be entitled to seek injunctive order(s), specific performance or other equitable relief(s) against any threatened breach or the continuation of any breach and costs and expenses relating to the enforcement of any breach or threatened breach of this Agreement.
8. **Conflict of Interest**
- The RECEIVING PARTY accepts and agrees that it would not
- (a) Undertake any new representation which has a substantial connection with the authorized purpose and which would be adverse to DISCLOSING PARTY's interest.
 - (b) Act for another entity with respect to the Confidential Information, in a matter which is in conflict with and / or adverse to the DISCLOSING PARTY's interest without prior written consent from EITHER PARTY.
 - (c) Disclose to another entity, any confidential or proprietary information it obtains in connection with its representation of DISCLOSING PARTY, pursuant to the Assignment or otherwise.
9. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. A signed copy of this this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of original signed agreement. This is applicable to the incubations, references and other associated bodies.
10. **Time Periods**
- 10.1 This agreement shall come into force from the date of appending the signatures by both the parties or as agreed and shall be in force for one year after the effective date or termination or determination of this Agreement or entering of any definitive agreement/contract that may be signed between the Parties. A definitive agreement is expected to be signed in 60 days.
 - 10.2 The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and BOTH PARTIES are bound to hold Confidential Information in confidence and shall remain in effect until the Confidential Information no longer qualifies as a trade or commercial secret or until EITHER PARTY sends written notice releasing OTHER PARTY from this Agreement, whichever occurs first.
 - 10.3 The surviving provisions of this Agreement shall get subsumed into Definitive Agreement that may be signed and will become part and parcel of that Agreement.
11. **Relationship:** Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
12. **Severability:** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to the best serve the intent of the parties.

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13. **Integration and Amendment**

13.1 This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings on the subject.

13.2 This Agreement may be amended only in writing mutually accepted by both parties.

14. **Waiver:** The failure to exercise any right/entitlement provided in this Agreement shall not be a waiver of prior or subsequent rights.

15. **Non-Circumvention and Non-compete**

15.1 The Parties agree that neither Party shall circumvent each other in soliciting business or business transactions including but not limited in terms of concept, customers, vendors, staff or clients. This Agreement and each party's obligations shall be binding on the representatives, references, employees, consultants, assigns, and successors of such party.

15.2 The RECEIVING PARTY shall not employ or engage in business other than for the objectives of this Agreement with the employees and staff of the RECEIVING PARTY and ASSOCIATES for a period of 2 years after termination of this Agreement or the subsequent Definitive Agreement(s).

15.3 The RECEIVING PARTY shall not use any advantages derivable from confidential information disclosed to it for its own benefit.

15.4 The RECEIVING PARTY shall observe all the applicable regulations pertaining to the specific geography and the sector concerned.

16. **Dispute Resolution:** In the event of any dispute or difference between the parties hereto, relating to the interpretation and application of the provisions of this Memorandum of Agreement, such disputes or differences shall be resolved amicably by mutual negotiations by the respective managements. If such resolution is not possible, the matter will be referred to Arbitration as per the Arbitration and Conciliation Act 1996. The venue of such arbitration shall be at Chandigarh only. The language of the Arbitration proceedings shall be in English. The parties to the arbitration shall share their own cost towards arbitration. The Courts in Chandigarh shall have the jurisdiction.

Each party has signed this Agreement through its authorized representative hereunder and exchanged electronically, hence witnesses not required.

Signed on the 13th day of December, 2024.



Prof C Rama Krishna
Dean (Administration and Finance)
(Authorized Signatory for
FIRST PARTY)

Address:
NITTTTR, Sector 26
Chandigarh, 160019



Group-Captain P Aanand Naidu (Retd)
Director ISAC
(Authorized Signatory for
SECOND PARTY)

Address:
No.10, Above Bata,
Temple Road, Vontikoppal
Mysuru, Karnataka 570002

