



अखिल भारतीय तकनीकी शिक्षा परिषद्  
All India Council for Technical Education

# Memorandum of Understanding

## Between

Information Sharing and Analysis Center

**(ISAC)**

And

All India Council for Technical Education

**(AICTE)**



अखिल भारतीय तकनीकी शिक्षा परिषद्  
All India Council for Technical Education

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into with AICTE located at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India, to be effective from 27<sup>th</sup> March, 2019 by and between:

**Information Sharing and Analysis Center**, a not for profit Cyber Security organization registered under Section 25 of Companies Act, 1956 having its registered office at Flat No.101, Shri Vighnagar Sankul, Chikanghar KLN, Bhoirwadi, Kalyan (West) Thane - 421 306 and Corporate Office at 319A, Logix Technova, Next to Adobe Corporation, Sector - 132, NOIDA - 201 301, India, (hereinafter referred in short as ISAC) " (which term shall unless expressly excluded by or is repugnant to the context, shall include its successors and assigns), of the **FIRST PARTY**;

**AND**

**All India Council for Technical Education**, established under the AICTE Act, (52 of 1987), having its Registered Office at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, India, (hereinafter referred in short as AICTE)" (which term shall unless expressly excluded by or is repugnant to the context, shall include its successors and assigns) of the **SECOND PARTY**; together with First Party known as parties.

**WHEREAS** ISAC is a not for profit organization working in the field of Cyber Security in Public Private Partnership for capacity building and protection of information from cyber threats.

**AND WHEREAS** AICTE is constituted with a view of proper planning and coordinated development of a technical education system throughout India, the promotion of qualitative improvements of such education in relation to planned quantitative growth, and regulation & proper maintenance of norms and standards in the technical education system and for the matters connected therewith.

**AND WHEREAS** the parties, through professional interactions and collaboration seek to bring in a holistic qualitative enhancement in technical education in India, enter into this agreement to establish a strategic partnership in the areas given in more details in the succeeding paragraphs.

## 1. **Preamble and Objectives**

- 1.1 The Government of India has been vigorously pursuing the Digital India Program on a mission mode. The success of this mission centers around enhancing Cyber

security posture, Infrastructure and services that are part of this mission. The AICTE, a statutory body responsible for qualitative improvement in technical education, has a role in creating an eco-system that enables the Digital India Program.

- 1.2 ISAC and AICTE have common objectives in the emerging field of cyber security for facilitating internship to students, training faculty, technology standards development, industry-institution collaboration for incorporating ethics at work place and other relevant areas.
- 1.3 The Parties, therefore, have mutual interest in cooperation towards enabling the AICTE to achieve its goals in the areas of R&D, capacity building in cyber security space that would result in qualitative improvement in the technical education. ISAC and the AICTE recognize and accept the importance of establishing and strengthening their relationship in furthering the common objective.

## **2. Strategic Collaboration (Objectives, Scope & Outcome)**

ISAC and AICTE, under this MOU, shall collaborate towards:

1. R&D, capacity building under the National Security Database program
2. Workplace ethics building for students under the Clean Exit Platform
3. Conducting cyber security hackathons for providing prestigious internship programs for students based on merit
4. Facilitate financial support and funding from the Industry to AICTE recommended institutions in establishing centers of excellence in Cyber Security across the country.
5. Creating conducive eco-system in cyber security towards protecting India's vital Critical Information Infrastructure and thereby enhancing National Security.

### **2.1 Need Based and Futuristic Training / Curriculum**

ISAC will work with AICTE and other technical and management institutions under the AICTE towards developing various training programs, including but not limited to fellowships, post-graduate, under-graduate, diploma, certificate and short term courses in the areas of Cyber Security with hands on experience on Cyber Security Simulator Labs and associated AI, IOT and ML concepts.

## **2.2 National Security Database and Clean Exit**

- 2.2.1 ISAC, on behalf of the Government of India, is maintaining National Security Database (NSD) of about 3000 trained professionals with varying skill levels in Cyber Security after training, testing and accreditation as per standards of ISAC. Details provided in Annexure 1.
- 2.2.2 ISAC in collaboration with AICTE targets to create at least 1,00,000 each NSD empanelled cyber security professionals and Clean Exit certified ethics professionals within the tenure of this MOU. Details provided in Annexure 2.
- 2.2.3 ISAC will operationalize an ethics based rating criteria, process and measures required to rate the Technical & Management Institutions on parameters to be developed in collaboration with the AICTE.

## **2.3 Faculty Development Programs**

ISAC and AICTE will periodically plan and conduct faculty development programs, hands-on workshops and seminars by technology veterans in the industry, which help to bridge the gap between industry and academia. Through these programs, the faculty will acquire the knowledge of field-level cyber security concepts and may adopt them in their teaching, which would help prepare the students for better placements.

## **2.4 Conduct of Hackathons and Workshops**

- 2.4.1 ISAC and AICTE shall develop a plan to create and enhance awareness on the developments in the field of cyber security and create a competitive spirit through conduct of hackathons and workshops in different regions of India at the designated institutions / universities where Cyberange-based Cyber Security Simulator Labs are functional.
- 2.4.2 Meritorious students will be suitably rewarded by way of fellowships (up to a maximum of 60 numbers in a year), placements and internships with the industry. This selection will be done jointly by a Committee consisting of representatives from ISAC, AICTE & host Institution(s) and fellowship to selected candidates will be provided by ISAC from its own resources.

2.4.3 Industry participation will be encouraged so that these hackathons / workshops will function as placement opportunities. Entry into hackathons by students is linked to membership in ethics program since hacking is a doubled edged sword. In the supreme interest of National Security, students are required undergo the ethics training before participation in hackathons.

2.4.4 A minimum of six hackathons across the country will be conducted every year during the period of this MOU.

## **2.5 Distinguished Lecture Programs**

2.5.1 ISAC and AICTE will together facilitate delivery of talks from subject matter experts from around the globe under the Distinguished Lecture Talks (DLTs) program. ISAC and AICTE will jointly plan and conduct DLTs throughout India from time-to-time to benefit the students and faculty of engineering and management colleges accredited by AICTE.

2.5.2 Host institution shall be responsible for the logistics of conducting such DLTs to be facilitated by ISAC.

## **2.6 Establishing Centers of Excellence in Cyber Security**

2.6.1 ISAC will endeavor to obtain financial support and funding from the Industry to AICTE recommended institutions in establishing centers of excellence (COE) in Cyber Security across the country. Such funding will be equal to the contribution value of the hosting institution for COE.

2.6.2 ISAC, in collaboration with the AICTE, will endeavor to develop curriculum for online learning in the field of Cyber Security and associated AI, IOT ML concepts towards facilitating the engineering institutes / universities to conduct recognized on-line and on-site (blended) training programs for working professionals.

## **2.7 Outreach**

Considering the urgency and the existing need for a large number of trained and skilled cyber security professionals by the Government, Financial Institutions, Corporate Bodies, Academic Institutions and even private individuals, there is a need for massive awareness campaigns. Accordingly, ISAC and AICTE may give

publicity as required. The AICTE on its part will endeavor to communicate the essential ingredients of this MOU to institutions affiliated to AICTE and other industries / bodies.

## **2.8 Definitive Agreement**

There will be no financial obligation on the part of AICTE for implementation of this MoU. Any cost associated with the execution of the objectives of this MOU, if any, shall be mutually discussed and agreed to between the parties in a definitive agreement, prior to carrying out the activity.

## **3. Intellectual Property Rights**

- 3.1 The intellectual property rights of the content contributed by either ISAC or AICTE in furtherance of this MOU shall continue to be owned by the controlling party. ISAC and AICTE shall respect and uphold the intellectual property rights of the other party and shall take 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.
- 3.2 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 MOU. 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.
- 3.3 Neither party shall acquire any rights in the other party's IP pursuant to this MOU and any IP so disclosed shall be owned, controlled and remain vested in the party disclosing such IP.
- 3.4 Except as otherwise explicitly agreed by the parties, any and all works developed in the course of performing obligations pursuant to this MOU and all new inventions, innovations, or ideas developed by a party in the course of performance of its activities under this MOU 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 MOU.

- 3.5 If the parties undertake joint development of any work under this MOU, 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.

#### **4. Tenure and Termination**

- 4.1 This MOU is valid for a period of three (3) years initially and will be deemed renewed on an annual basis unless terminated otherwise.

- 4.2 This MOU shall commence as set-forth above and remain in effect through the end of the term unless:

- a. Otherwise superseded by another agreement between the parties.
- b. The parties mutually agree to terminate this MOU.
- c. Either party gives the other 90 days written notice of their intent to terminate this MOU.
- d. A breaching party has failed to cure a material breach of this MOU within 30 days following written notice of that breach given by the non-breaching party.

- 4.3 The termination as given in 4.2 shall not affect or adversely impact the on-going projects, training courses, accreditation and approvals, or scheduled hackathons and workshops

#### **5. Confidentiality**

- 5.1 During the term of this MOU, 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:

- (a) Previously known to the receiving party at the time of disclosure, or



- (b) Independently developed by the receiving party without reference to Confidential information of the disclosing party,
- (c) Disclosed to the receiving party by a third party without an obligation of confidentiality, or
- (d) Already in or subsequently comes into the public domain (other than as a result of a breach of this MOU),
- (e) Required to be disclosed by the receiving party by law, regulation, court order or other legal process.

5.2 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 MOU, 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.

## 6. Representations and Warranties

- 6.1 Each party represents and warrants that such party has all necessary power and authority, respectively, to enter into this MOU and to perform its obligations hereunder.
- 6.2 Each party 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 first party.

## 7. Publicity

Any press release, publicity or other promotional activity issued or engaged in by either party regarding this MOU shall be reviewed and approved in writing by the other party prior to release. Such approval shall not be unreasonably withheld or delayed.

## 8. Miscellaneous

- 8.1 The parties understand that nothing herein shall be construed as a binding contract between the parties until such time as duly authorized representatives of the parties hereto execute a formal written agreement ("Definitive

Agreement") with respect to the subject matter of this MOU 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 roles/ responsibilities and specific work that needs to be performed by each of the party.

- 8.2 The parties further understand that (i) the activities intended by this MOU may not be successfully completed; and/ or (ii) the result achieved may not be as anticipated. 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.
- 8.3 Further, AICTE and ISAC acknowledge and agree that this MOU 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.
- 8.4 This MOU 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.
- 8.5 Each party is an independent contractor and no provision of this MOU 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.
- 8.6 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. Each party will be responsible for all expenses incurred by such party in connection with negotiation of this MOU and any promotion, marketing or other activities under this MOU. Each party shall be liable to pay any tax attributable to it.
- 8.7 Each party warrants to the other party that in performing their duties required under this MOU, they will comply with the applicable law and shall take no action which constitutes a violation of relevant applicable law and which would subject the other party to penalties or legal action.

- 8.8 Neither party shall assign or transfer the privileges and obligations under this MOU without the prior written consent of the other party.
- 8.9 The law of Republic of India shall govern this MOU. Any dispute between the parties arising in connection with the performance of this MOU 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 New Delhi, for any action or proceeding.
- 8.10 This MOU shall be non-exclusive and both parties are free to pursue other agreements or collaborations of any kind. ISAC is free to enter into agreements with institutions under AICTE or any other body in furtherance of its objectives.
- 8.11 Any changes to the MOU are to be mutually agreed to by ISAC and AICTE and executed in writing.
- 8.12 This MOU may be executed in one or more counterparts, each of which will be deemed to be an original of this MOU and all of which, when taken together, will be deemed to constitute one and the same agreement. A signed copy of this MOU 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.

## 9. Communications between the Parties

- 9.1 ISAC and AICTE will each appoint a liaison representative, who will take charge of all interactions between the two parties. As of the signing date of this MOU, the appointment of the two liaison representatives is as follows;

**Rep. of ISAC : Group Captain P. A. Naidu (Retd.)  
Hony. Senior Adviser**

**Rep. of AICTE : Prof. Rajive Kumar, Adviser-I**

- 9.2 The addresses mentioned above will be the addresses for notices and other communications.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on this **27 day of March, 2019** at New Delhi.

**For and on behalf of  
AICTE, New Delhi**



**Prof. Anil D Sahasrabudhe,**  
Chairman, AICTE,  
Nelson Mandela Marg, Vasant Kunj,  
New Delhi - 110070, India

**For and on behalf of  
ISAC, Noida**



**Rajshekar Pullabhatla**  
Director - ISAC  
319A, Logix Technova,  
Sector 132, NOIDA-201301.

**Witnesses:**



**Prof. Rajive Kumar**  
Advisor- I  
AICTE, New Delhi



**Gp. Capt. P. A. Naidu (Retd.)**  
Hony. Senior Adviser  
ISAC, Noida