

# **MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**



**CYBERSECURITY CENTRE OF EXCELLENCE,  
TELANGANA**

**And**



**Geethanjali College of Engineering and Technology**  
**(Autonomous)**

**Cheeryal (V), Keesara (M), Medchal Dist., Telangana – 501 301**



This Memorandum of Understanding ("MoU") is entered into and executed on this **09th Day of December 2020**, at Hyderabad.

**By and between:**

**Data Security Council of India (DSCI)**, is a corporate body with CIN U74120DL2008NPL182363, having registered office at Plot No.62, Basement Pocket - 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 1203-A, 12th Floor, Manjeera Trinity Corporate, Kukatpally, Hyderabad - 500 072, 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**

**Geethanjali College of Engineering and Technology**, is an Autonomous institution under UGC situated at cheeryal village, Keesara Mandal, Medchal district, Telangana here-in-after referred as the 'GCET' and also the Second Party the which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees as the case may be.

The CCoE and GCET 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 Government of Telangana. The CCoE endeavors to build a sustainable cybersecurity and privacy industry development by creating a conducive cybersecurity ecosystem which 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 a secure and resilient cyberspace to fulfil 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, setup by NASSCOM®, committed to making the cyberspace safe, secure and trusted by establishing best practices, standards and initiatives in cyber security and privacy.



**Whereas**, GCET was established in 2005 and within ten years of its establishment, it has become an autonomous institution under UGC from the academic year 2016-17. It offers UG Programs in CSE, ECE, EEE, ME, CE and IT; PG programs in CSE and MBA. UG Programs of CSE & ECE were first accredited in July, 2012 and were reaccredited in July, 2015 for three years and reaccredited in July, 2018. UG Program of EEE was first accredited in 2015 and reaccredited in 2018. UG Program of ME was accredited by NBA in 2018. The college has also been accredited by NAAC with A grade with a score of 3.36 on a scale of 4 in June, 2017. College is recognized as R&D center (SIRO) by DSIR in 2011, the same is extended till 2023. College has IBM center of Excellence under department of CSE. The campus epitomizes the Geethanjali motto, "**Striving towards perfection**" in providing the best of infrastructure and ambience.

### **1. PURPOSE**

The purpose of the MoU is to establish that CCoE and GCET will jointly collaborate for mutual benefit of both the 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 GCET 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 GCET and CCoE prior to starting of work.
- 2.2. All payments will be made through 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 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 so as to enable the other party to seek a timely protective order or any



other as appropriate relief. If such an order or other relief cannot be obtained, the party being 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 3 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 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 the 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 English language only. The Arbitration and Conciliation Act, 1996 and the rules there under 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**

Any and 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 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 make reference 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, 1203-A, 12th Floor, Manjeera Trinity Corporate, Kukatpally, Hyderabad - 500 072	For GCET: Geethanjali college of Engineering and Technology, Cheeryal Village, Keesara Mandal, Medchal District, Hyderabad, Telangana-501301
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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 GCET 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. Any and 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) therefrom or any incidental matter or in any way arising therefrom.



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

**Cybersecurity Centre of Excellence,  
Telangana**

**Geethanjali College of Engineering  
and Technology, Telagana**

*Sriram*  
\_\_\_\_\_  
Authorized Signatory

*Uday Kumar Susarla*  
\_\_\_\_\_  
Authorized Signatory

Name: Dr. Sriram Birudavolu

Name: Dr.Uday Kumar Susarla

Designation: Chief Executive Officer,  
CCoE

Designation: Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Witnesses**

Signature: *Virinchi Kashyap*

Signature: *Madhusudan Rao*

Name: Virinchi Kashyap

Name: Prof. V. Madhusudan Rao

Designation: Assistant Manager- Marketing

Designation: Professor, Dept. of CSE