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SLIET, Longowal, Longowal – 148106 (Pb) (CFTI establishedbyGovt. Of India)

ThreatLandscape Cyber Solutions Private Limitted, Bangalore

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MEMORANDUM OF UNDERSTANDING

BETWEEN

SANT LONGOWAL INSTITUTE OF ENGINEERING & TECHNOLOGY 55 LONGOWAL, DISTRICT SANGRUR

AND

THREATLANDSCAPE CYBER SOLUTIONS PRIVATE LIMITTED BANGALORE

Principal Agreement

Sant Longowal Institute of Engineering and Technology, Longowal, Sangrur (Pb.), India (hereinafter referred to as "SLIET, Longowal" and the context so admits includes its successors and assignees) and ThreatLandscape Cyber Solutions Private Limited, having its registered address at #633, 4TH CROSS, 100 FEET ROAD, 3RD BLOCK, KORAMANGALA, Bangalore (hereinafter referred to as "ThreatLandscape" and the context so admits includes its successors and assignees) agree to enter into a Memorandum of Understanding to facilitate in furtherance of their mutual interest in the fields of research, project development, and training.

Now it is hereby agreed as follows:

Article 1. Scope of cooperation

The scope of this MOU covers collaboration between ThreatLandscape and SLIET (both also referred to collectively as institutions) in the discipline of Cyber Security as follows.

The two institutions shall seek to promote:

1. Exchange of faculty and students (research scholars, M.Tech. students, B.E. students and research project interns and associates) for academics and research benefiting the institutions.

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- 2. Collaboration in research, project development, training and consultancy activities.
- 3. Exchange of academic research material, publication, and intellectual properties (IP).
- 4. Cooperation for project proposals and research activities of mutual interest.
- Provision of cultural and intellectual enrichment opportunities for ThrealLandscape staff, and students and faculty of SLIET.
- Collaboration for research & development in the areas of (i) Cyber Security, and (ii) Machine Learning.
- 7. Appropriate technical guidance in areas like Internet of Things, Cloud Computing where ThreatLandscape has some exposure and skill set.
- 8. Joint publication of research papers in international scientific journals and in conferences where both institutions have contributed to such research.
- 9. Provision of selected students for summer or winter internships.
- 10. Publication of intellectual properties (IPs) developed jointly through collaboration on research projects, whether academic or industrial. Such IP would acknowledge joint inventorship of personnel and students belonging to both the institutions as applicable.

The activities under this MOU will include:

1. Faculty and Staff Exchange

Faculty and Staff exchange activities cover visits to either institution for any of the following purposes:

- (i) Undertaking joint research
- (ii) Attachment of staff for purposes of curriculum development and review, contributions to teaching programs
- (iii) Participation in seminars, symposium, and other types of academic discussions
- (iv) Research and joint consultancy work

This exchange is subject to business and/or academic requirements and pending approvals of time, cost, and travel on the part of either institute.

2. Exchange of Academic Materials

Exchange of relevant academic materials will be carried out subject to mutual agreement of the institutions.

Article 2. Mechanism for implementation

For the purpose of implementation of this MOU SLIET, Longowal, will be represented by HOD of Computer Science & Engineering, SLIET and ThreatLandscape's representative at Longowal shall act as Liaison Officers for both institutes to develop and co-ordinate the specific activities agreed upon.

These representatives may meet as and when necessary to draw plans of action and to review the progress in the implementation of the agreed arrangements as outlined in Article 1.

If necessary, separate subsidiary agreements may be signed for one or more of the activities mentioned in Article 1 for specific details and terms and conditions. All activities under this MOU shall be subject to availability of resources and approval by the competent authorities of the respective organizations.

Article 3. Financial obligations

For each activity outlined in Article 1, the extent of financial commitment by the two organizations will be separately negotiated and agreed upon. Prior to final agreement and the carrying out of any activity arising from this MOU both SLIET, Longowal, and ThreatLandscape must obtain the concurrence in writing of their respective Finance/Accounts and Audit Sections.

Article 4. Duration of MOU

This MOU will come into force on the date of its execution by the authorized signatories of SLIET, Longowal, and ThreatLandscape and shall remain in force for a period of **05** (Five) years and may be renewed upon its expiry with the agreement of both parties. If the MOU remains dormant for **02** (Two) consecutive years it will be deemed to have lapsed.

Either SLIET, Longowal, or ThreatLandscape may terminate the MOU by giving 03 (**Three**) months' notice in writing to the other party. The termination of this MOU shall not affect the implementation of the activities already established under it prior to such termination.

Article 5. Amendments

This MOU may only be amended by mutual agreement evidenced in writing by a duly authorised representative from both the organizations.

Article 6. Intellectual Property

ThreatLandscape and SLIET agree to respect each other's right to intellectual property. Ownership of any research findings shall be vested with both institutions in this MOU and any publications regarding the same shall acknowledge that. All background IP used in connection with activities in this MOU shall remain the property of party or parties that introduce it. No license is granted to any party to use another party's background IP unless specifically agreed to in writing. ThreatLandscape, as company partner, will have industry exclusive, royalty-free commercial license to use any publication or patentable invention arising out of the collaboration as mentioned above in **Article 1.** SLIET will be a co-owner and will be free to use the IP for any non-commercial activity.

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Article 7. Settlement of Disputes

Any dispute, conflict of interest, or problems arising from the application or interpretation of this MOU shall be resolved by mutual discussion and in good faith by the designated representatives of both the organizations as mentioned in **Article 2**.

Article 8. Legal status

Nothing in this MOU shall be construed as creating any legal relationship between the parties. This MOU is a statement of intent to foster genuine and mutually beneficial cooperation.

Article 9. Confidentiality ethics and adherence to Laws/regulations

Both institutions agree and undertake to keep confidential, at all times, any information and/or data that may be exchanged, acquired and/or shared in connection with the area of cooperation as mentioned above in **Article 1**, unless otherwise the same information already exists in the public domain.

Participating faculty and students involved in any activity under this MOU must adhere to laws of the country or countries they operate in and rules and regulations of the institutions.

ThreatLandscape operates in the area of cyber threat intelligence and advanced research. ThreatLandscape collects data from the open, deep, and dark web. In the course of pursuing goals listed in **Article 1**, students working with ThreatLandscape may get exposed to malicious software and inappropriate content. ThreatLandscape will impart directions and guidance to deal with such content and software. ThreatLandscape and SLIET will not be responsible for any costs, losses, damages, proceedings, claims, expenses, or demands arising from unintended and unforeseen consequences of research and development related projects and activities.

Article 10. Establishment of Laboratory in SLIET

ThreatLandscape will create a facility at SLIET by establishing a laboratory for students. Laboratory will provide the necessary hardware and SLIET shall provide the infrastructure (space, electricity, security) for the same. Specific details for setting up the laboratory will be set forth in a separate agreement.

For faculty, ThreatLandscape shall supply domain knowledge as applicable for training purpose.

Article 11. Stipend, Internship and extension of other facilities

ThreatLandscape shall designate selected students as interns working for the company and shall provide appropriate stipend to those students. To foster deeper industry integration and experience, SLIET shall provide designated students with additional Internet access quota, free of cost stay in the hostel during vacation and extended hours for female students group, as mutually agreed to by liaisons officers of the institutes and/or other stakeholders. SLIET shall provide accommodation, if requested by ThreatLandscape, on availability basis, subjected to norms, regulations, and approvals of the institute.

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Article 12.

ThreatLandscape and SLIET welcome the establishment of this MOU for cooperation and jointly agree to the provisions as set out above. There will be two copies of this MOU equally valid, one for each institution, effective from the date of its signing.

Signed this .! S... day of ... June, 2018

On behalf of SLIET, Longowal

(Dr. Major Singh Goraya) HOD, Deptt. of Computer Science & Engineering

(Dr. Shailendra Jain) Director

Witnesses:

For SLIET, Longowal

On behalf of ThreatLandscape, Bangalore

aveen Hebbagodi

For ThreatLandscape, Bangalore