

**MEMORANDUM OF UNDERSTANDING**

**Between**



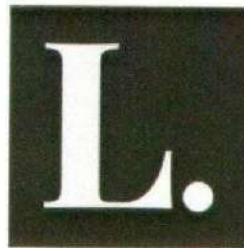
**Punjab Engineering College**

**(Deemed to be University)**

**Sector-12**

**Chandigarh 160012, India**

**and**



**Logically Infomedia Private Limited**

**#49 Bengaluru Mysuru Road, Old KR Mill, Siddalingapura, Mysore,**

**Karnataka 570003, India**

*And* *99h-*

## Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered into on this 30<sup>th</sup> of March' 2021 at Punjab Engineering College, Chandigarh

By and between

**PUNJAB ENGINEERING COLLEGE (Deemed to be University)** (erstwhile PEC University of Technology) set up in collaboration with Chandigarh Administration and NASSCOM, having its main office at Sector-12, Chandigarh – 160012, which expression, unless otherwise repugnant to the context and meaning thereof, shall mean and include its successors in interest and assigns and represented by its representatives of the first Party.

### ABOUT CYBER SECURITY RESEARCH CENTRE:

The Cyber Security Research Centre has been established at PEC in collaboration with Chandigarh Administration and NASSCOM with an initial funding of Rs 3 crores. The formal collaboration was for a period of five years and after that the Centre has become self-sustainable and generating its own funds through outreach, research and academic programmes. The centre has been set up with the mission to encourage, promote, facilitate and execute interdisciplinary research in areas of Information Security.

The Cyber Security Research Centre has been established with the primary focus to conduct applied Research & Development on cyber threats and countermeasures, secure multi-level information sharing, resilient command and control network architectures, social media and data analytics.

The Centre also runs educational programmes and perform outreach activities and contribute towards framing of standards and guidelines, policies, metrics and practices to protect our nation's information and communication systems. The centre closely collaborates with National Security Agencies, LEAs, Government, Academia and other International Forums to foster research in the area. Drawing on the strengths from Computer Science & Engineering, the Center is progressing well to become a valuable regional and national asset for the development of readiness and incidence response for protecting the nation's Cyberspace.

And

**LOGICALLY INFOMEDIA PRIVATE LIMITED** incorporated under Corporate Identity number U72501KA2019PTC122886 and having its registered office at #49 Bengaluru Mysuru Road,

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Old KR Mill, Siddalingapura, Mysore, KA570003 hereinafter referred to as "Logically", represented by its duly authorised representative Lyric Jain of the Second Part.

The aforesaid institutions are hereinafter referred to individually as Party and collectively as the Parties.

WHEREAS CSRC, PEC, Chandigarh, over the years, has gained unique expertise on computer software development for various applications, Artificial Intelligence, Machine Learning, Deep Learning, Cyber Security and purposes and has helped executing several projects of Government, semi-Government and Private Organisations as also demonstrated the capability to execute mission critical project with high degree of commitment and responsibility.

AND WHEREAS Logically has experience and expertise in the area of Artificial Intelligence, Machine Learning, Natural Language Processing, Product Engineering, synthetic text detection, misinformation and disinformation detection, and is willing to offer services on a Work assigned basis to support this MoU and its collaboration.

**Now therefore**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

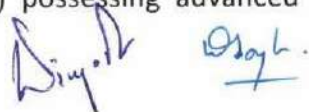
## 1. OBJECTIVE

- i. The overall aim is to indigenise the production and availability of cutting-edge cyber tools/software and products, vital for national cyber security and interests, in a viable timeframe and make the country a leading cyber power of the world.
- ii. To facilitate focused research in advanced cyber technology so as to establish worthwhile competencies in the field of Cyberspace as well as in associated areas to address specific technological and training needs of Logically.
- iii. To collaborate the knowledge of experts in communication and journalism with experts in Artificial Intelligence techniques in order to develop a secure cyberspace model focusing on areas such as misinformation, disinformation, malicious users, hate content etc. The developed comprehensive model will help to combat and mitigate false information disseminating on online information platforms concerning national cyber security and make the country a leading cyber power of the world.

The parties CSRC, PEC and Logically wish to associate themselves by entering into this MoU with a view to carry out collaborative projects in the area of "cyber security" under the aegis of the research centre thereby benefiting both the organizations.

## 2. RESPONSIBILITIES OF CSRC, PEC

- i. Assemble a team under the supervision of Professor, which shall include qualified member(s) possessing advanced degrees relevant to the objectives; research

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assistant(s) as appropriate; and requisite number of PhD scholars, Postgraduates and undergraduate research members conducting studies directly related to the objectives and scope of the work.

- ii. Publicly announce this collaboration with Logically in the industry, social media and other relevant outlets of interest to the parties.
- iii. Facilitate working of personnel from Logically in CSRC, PEC, Chandigarh and Research Scholars of CSRC, PEC, Chandigarh at Logically premises or facilities to carry forward R&D work and subsequent deployment/operation, whenever required.
- iv. Organise seminars, meetings and workshops as may be mutually decided by Parties from time to time.
- v. Will assign a suitable Faculty Member as a Single Point of Contact (SPOC) for the CSRC. In addition, there would be a SPOC for each such project.
- vi. Will facilitate project review meetings at least once in six months by a Steering Committee, to be jointly formed.

### 3. RESPONSIBILITIES OF LOGICALLY

- i. Assemble a team under the supervision of Head of Data Science of Logically and up to two other qualified data science researchers, who shall collectively form a "Research Team".
- ii. Publicly announce this collaboration with PEC in the industry, social media and other relevant outlets of interest to the parties.
- iii. Facilitate visit of faculty members, research scholars and students of CSRC, PEC, Chandigarh to the premises of Logically or nominate personnel from Logically to work in CSRC, PEC, Chandigarh as may be necessary.
- iv. Provide all necessary technical information that may be necessary to execute the Projects and arrange for suitable platform(s) in consultation and collaboration with CSRC, PEC, Chandigarh for testing/demonstrating the results of individual Projects.
- v. Shall assign one Officer as Coordinator, who will act as the SPOC for interaction with CSRC, PEC Chandigarh on the progress of R&D Projects.
- vi. Provide R & D resources and start-up opportunities to the PEC students and faculty members.
- vii. Provide at least 2 UG fellowships and 1 PhD fellowships along with the R & D grant to the students working in CSRC, PEC every year as per MHRD/institute assistantships.

### 4. JOINT RESPONSIBILITIES

- i. Logically and CSRC, PEC Chandigarh will each appoint a Program Coordinator, who will supervise the implementation of this MOU within their organizations
- ii. The Program Coordinators would hold meetings at least once every three months or as and when needed, to review the functioning and milestones of MoU and plan the actions towards improvement, if required. The minutes of meetings

*D. Singh*      *W. Singh*



would be prepared and circulated to the respective management for their approval.

## 5. CONFIDENTIALITY

- i. The concerned person(s) who may receive confidential information on behalf of the receiving party shall take due care to maintain integrity and discretion regarding confidential information received from the disclosing party, including but not limited to results, reports and identity of the party. However, this clause of Confidentiality shall be applicable not only in their individual capacity but also to the entire organization. The confidential information shall remain the sole property of the Disclosing Party. However, the Confidentiality clause shall not apply with respect to any portion of the confidential information received from Disclosing Party which:  
was known to Receiving Party prior to disclosure by Disclosing Party,
  - a. is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
  - b. is or becomes, generally known or publicly available other than by unauthorized disclosure,
  - c. is independently developed by the Receiving Party or
  - d. is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party.
  - e. is required to be disclosed under the law or decree
- ii. CSRC, PEC Chandigarh will be free to publish research results out of this centre that does not contain Proprietary Information.

## 6. EXECUTION OF R&D PROJECTS

- i. Both parties shall do their jobs diligently and shall complete the Project(s) within scheduled time. Neither party, however, shall be liable for any default or delay, if that party is prevented from performing its obligations due to Force Majeure or by any other circumstances beyond the control of Parties, including any restriction(s) imposed on account of new law coming into force or directive(s) received from the Government.
- ii. In each case stated above, the party so prevented from performing, shall start working as soon as the difficulties/restrictions are removed and shall try its best to start work and complete the Projects within reasonable time.

## 7. DISCLAIMER

Any and all deliverables including but not limited to reports, know-how, Intellectual Property, data, information given by CSRC, PEC Chandigarh under this MoU to Logically is on as-is-where-is basis and CSRC and/or its personnel including faculty

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and students do not make any representations, conditions, or warranties, either express or implied, with respect to such deliverables. CSRC does not give any warranty of fitness for particular purpose, or merchantability to Logically, in connection with any of the deliverables.

#### **8. INDEMNIFICATION**

Logically shall expressly indemnify, hold harmless and defend CSRC, PEC Chandigarh, its Board of Governors, officers, employees, faculty, students, invitees, and agents (the "Indemnified Parties") against any and all third-party demands, claims, actions of any nature or kind whatsoever ("Claims"), liabilities, damages, ("Losses") arising out of or in any way associated with this MoU, including, without limitation, the use, manufacture, marketing and sale of its services, whether by Logically or persons deriving title from Logically.

#### **9. THIRD-PARTY INTELLECTUAL PROPERTY INFRINGEMENT**

CSRC, PEC Chandigarh does not guarantee that the deliverables under this MoU are free from all or any third-party Intellectual Property infringement. Nothing shall constitute any warranty or representation by CSRC, PEC Chandigarh as to title to the Deliverables or that anything made, used, sold or otherwise disposed of under any license granted under this MoU is or will be free from claims or allegations of infringement of patents, copyrights, trade-marks, industrial design or other intellectual property rights.

#### **10. OWNERSHIP OF PROJECT INTELLECTUAL PROPERTY**

All the Intellectual Property including but not limited to Patent, know-how, design, specification, flow-chart, formula, source-code, software, inventions, processes, methods, techniques, know-how, trade secrets developed under this MoU shall be called as Project Intellectual Property and shall be jointly owned by both the parties as equal owners. Either party may thus use the Project Intellectual Property in any manner they deem appropriate, without reference to the other party. Neither party shall be obliged to share the details of usage of the Project Intellectual Property with the other party, nor be obliged to share any part of the revenue that they may be able to generate from the same.

#### **11. OWNERSHIP OF THE BACKGROUND INTELLECTUAL PROPERTY**

All the Intellectual Property including but not limited to Patent, know-how, design, specification, flow-chart, formula, source-code, software, inventions, processes, methods, techniques, know-how, trade secrets that was in possession of the party before the start of the project shall be called as background Intellectual Property.

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Ownership of such background intellectual property shall be with the party owning such Intellectual Property and the other party shall not have any right to use the same without the express consent of the party owning such intellectual property.

## 12. OWNERSHIP OF THE INTELLECTUAL PROPERTY POST COMPLETION OF THE PROJECT

Any modification, research, improvements done over the deliverables after completion and/or termination of this MOU shall be treated as a separate Intellectual Property and shall be owned solely by the party making such improvements.

## 13. DISPUTE RESOLUTION

- i. In the event any dispute or conflict of interest arising in the implementation of the MOU endeavour shall be made to resolve such dispute by way of mutual discussion between the parties. However, in case the disputes still remain, the same shall be referred to the adjudication of an independent arbitrator for which, upon invocation of the arbitration clause, the Director Punjab Engineering College shall supply a list of 3 proposed arbitrators and any one of them, as approved by the second party i.e. Industrial Engineering and Tool Room, Mullana (Ambala) shall be appointed as sole arbitrator to adjudicate the disputes including counter claims if any as raised by the party other than one raising the claims. The arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996 as amended from time to time.
- ii. In the event of none of the nominated persons being acceptable to the second party, the party invoking the arbitration clause shall be free to approach the Punjab and Haryana High Court Chandigarh for appointment of an independent arbitrator as per the provisions of section 11 (6) or any other allied provisions of the said Arbitration and Conciliation Act, 1996 as amended from time to time.
- iii. The seat of arbitration shall be Chandigarh.
- iv. It is further provided that all other disputes, if any, arising between the parties shall be subject to the jurisdiction of the courts of law at Chandigarh.

## 14. DURATION

The MoU shall be for a period of 3 (three) years from the date of execution (effective date) and this duration, along with the timelines of the deliverables may be extended by mutual agreement by the parties.

## 15. GOVERNING LAW

*Dr Singh.*

This MoU shall be governed by the laws of Republic of India

#### 16. TERMINATION

This MoU shall, unless otherwise extended by mutual agreement of the parties, shall terminate upon happening of any of the following events:

- i. Termination by mutual consent.
- ii. Any party may terminate the contract by giving 30 days' notice to the other party
- iii. Termination by either Party due to breach of any of the covenants hereof by the other, with three months prior notice to the defaulting Party.

#### 17. LIMITATION OF LIABILITY

Each Party warrants to the other that it has the legal right and authority to enter into and perform its obligations under this Agreement. Subject to the above, neither Party, nor any of their respective employees, officers, agents, subsidiaries or any other associated third parties associated accepts any responsibility or liability for, or makes any representation or warranty, express or implied, that the Confidential Information disclosed by either Party is accurate or complete.

#### 18. GENERAL

- i. **Assignment:** This MOU may not be transferred or assigned by either party, whether voluntarily or by operation of law, without the prior written consent of the other which consent may be withheld in such party's sole discretion. The terms and conditions of this MOU will insure to the benefit of and be binding upon the respective successors and assigns of the Parties.
- ii. **Amendments and Waivers:** This MOU may be amended and the observance of any term of this MOU may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the specific written consent of both the Parties. Any amendment or waiver affected in accordance with this Clause shall be binding upon CSRC, PEC Chandigarh and Logically and their respective successors and assigns.
- iii. **Severability:** If any provision of this MOU is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid / unenforceable provision, it being intended that all of the rights and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.
- iv. **No Third Party Beneficiaries:** This MOU is not intended to create any rights in any person or entity who is not a party to this MOU, and no such rights are created hereunder.

*Dr. Dayal*



- v. **Counterparts:** This MOU may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- vi. **Force Majeure:** If either Party's performance of any of its obligation hereunder is prevented, restricted or interfered with only by reason of natural calamity such as fire, earthquake, flood, epidemic or other casualty or accident, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; that party upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided that the non-performing party shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance hereunder whenever such causes are removed.
- vii. Any notice, communications etc. required by this MOU to be addressed by one party to the other party shall be sent to the coordinator at the following address by speed post / email:-

**CSRC, PEC Chandigarh :- [csrc@pec.edu.in](mailto:csrc@pec.edu.in)**


**LOGICALLY:-[accounts@logically.ai](mailto:accounts@logically.ai) and [rula.a@logically.ai](mailto:rula.a@logically.ai)**

IN WITNESS WHEREOF, the parties hereto have caused this MoU to be duly executed in duplicate counterparts, each of which shall be deemed to constitute an original, effective from the effective date.

The undersigned verify that they have the authority to sign this MoU on behalf of the party they are representing as detailed below.

DocuSigned by:  
  
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**Mr. Lyric Jain**  
CEO  
Logically Infomedia Private Limited

  
**Professor Dheeraj Sanghi**  
Director  
Punjab Engineering College

**Director**  
**Punjab Engineering College**  
**(Deemed to be University)**  
**Chandigarh**



**Dr. Anil Bandhakavi**  
Head of Data Science  
Logically Infomedia Private Limited

  
**Professor Divya Bansal**  
Dean Alumni Corporate and International  
Relations  
Punjab Engineering College,  
Deemed to be University  
Chandigarh  
Head, Cyber Security Research Centre  
Punjab Engineering College

Date: 30.03.2021

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