

കേരളം KERALA

CP 917888

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between Kerala Police And National Institute of Technology Calicut

This Memorandum of Understanding (MoU), is made on this the ²¹ day of Feb 2024 by and between **Kerala Police for their CyberDome Project** (hereinafter referred to as "**Kerala Police**"), which expression shall include its Successors & Permitted Assigns

And

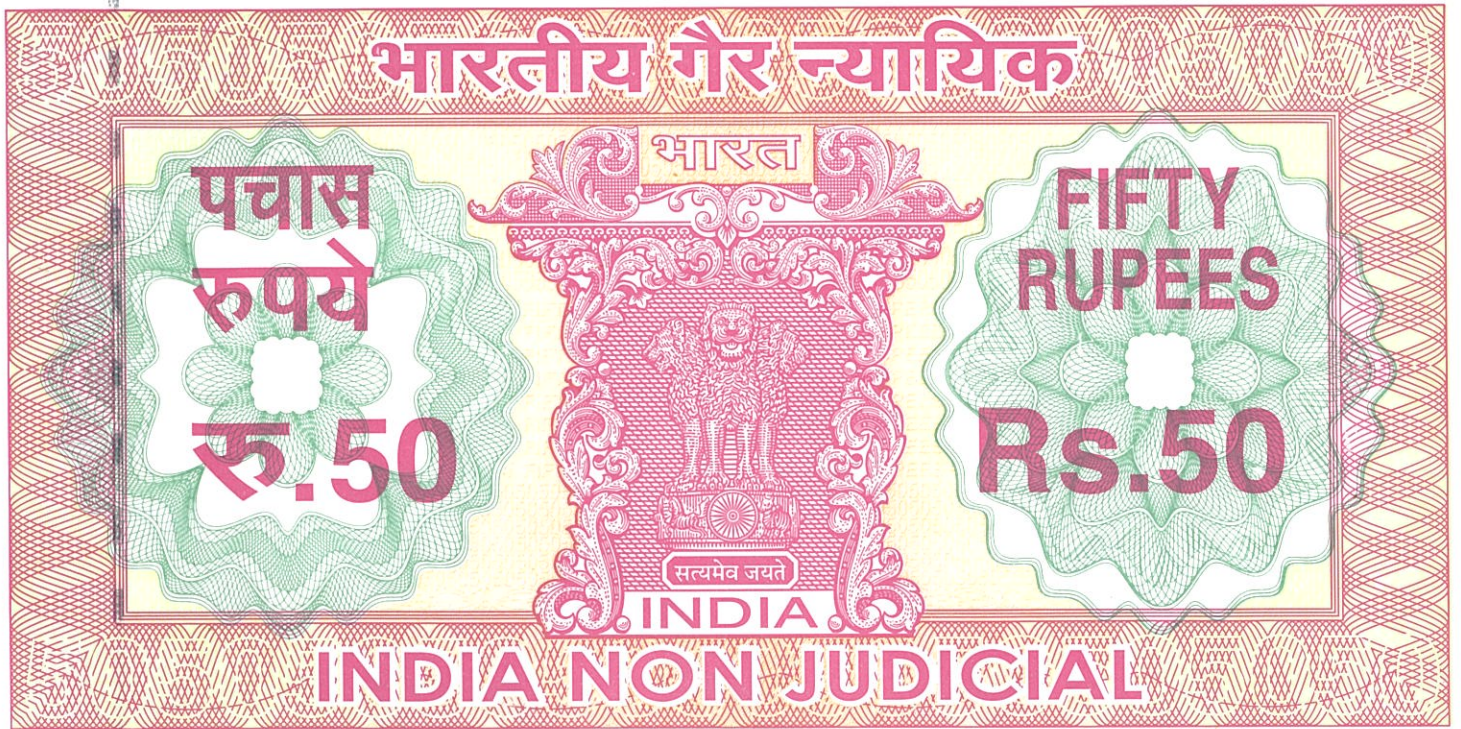
National Institute of Technology, Calicut hereinafter referred to as "**NITC**"

1. Introduction

Kerala Police Cyberdome Project is an initiative of Kerala Police to carry out research and innovations in the areas of cyber security, information security, cyber forensics, data analytics and other areas where Information Technology can be leveraged for Policing.;

No. 7538 Kerala No. 50/ Kozhikode Mukkam
Date. 21.2.2024
Name. Dr. S. Rama Sundara . M.S
KOZHICODE, VELLAYIKODE
ACTING STAMP VENDOR
AJITHA. P





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National Institute of Technology Calicut (hereafter NITC) is a prestigious Technical Institution of national importance set up by an Act of parliament (Act 29 of 2007) engaged in providing meaningful and quality education in engineering and science while conducting original research of highest standard. NITC has fifteen departments and fifteen multidisciplinary research centres. It offers eleven undergraduate and twenty-five postgraduate programmes apart from Ph.D

Whereas the parties have decided to enter into a strategic alliance on terms mutually beneficial to them.

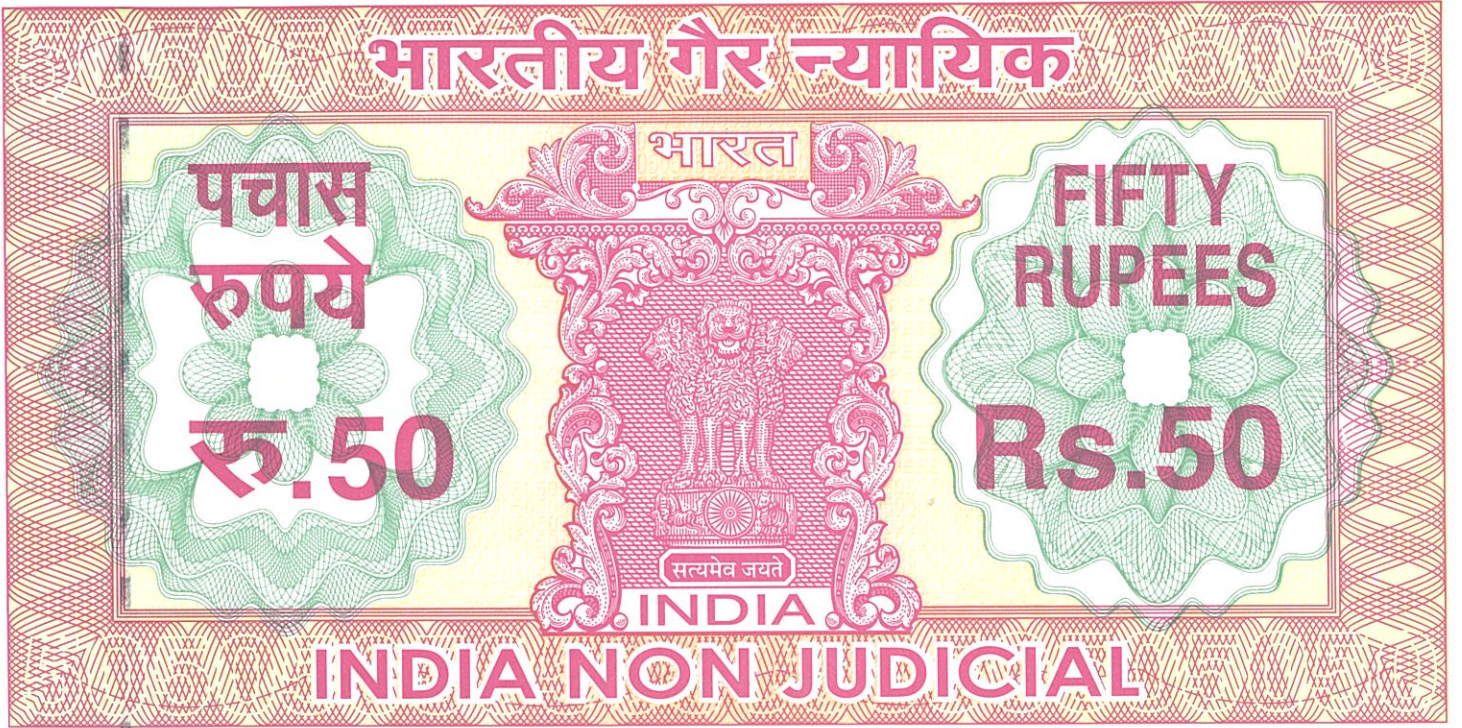
2. Objectives of Cooperation

The main objective of this MoU is to provide a platform to build a strong and mutually fruitful relationship between Kerala Police and NITC. The primary goals are:

1. This initiative will allow Kerala Police to make use of the vast and wide knowledgebase of academic experts of NITC and access to

No. 7537 Kerala RS. 50/ Kozhikode Makkam
Date. 21. 2. 2024
Name. Dr. Shama Sundara M.S
KOZHICODE, VELLAYIKODE
ACTING STAMP VENDOR
AJITHA. P





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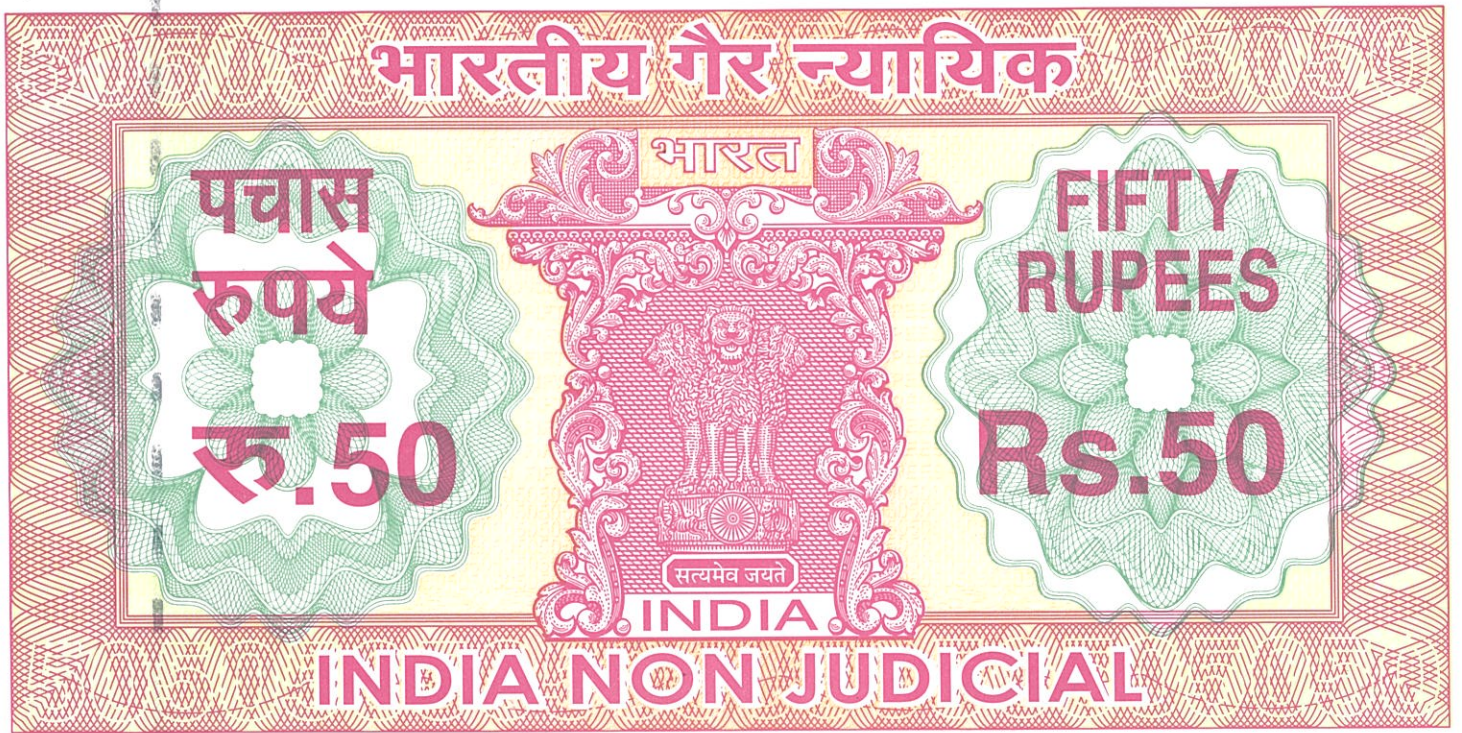
CP 917886

technology, process knowledge, industry standards and practices, give training to police officials on cybercrime and drone technologies related topics and most importantly the availability of technical experts/cyber professionals in the areas of digital and information technology who can advise and assist the Police on various cyber and information technology related projects pertaining to policing.

2. Kerala Police hopes to create a partnership which will facilitate faculty and staff of NIT Calicut to give technical help to Kerala Police Cyber Dome in their projects.
3. Kerala Police will associate and will be part of the efforts of NITC to establish a Center of Excellence in Artificial Intelligence (CoE AI) at the National level.
4. This association and MOU will in no way prevent NIT Calicut from participating in any commercial activity with Kerala Police or any other government, public, or private entity at any time.

No. 1536 Kerala Rs. 50/ Kozhikode Mukkam
Date. 21.2.2024
Name. Dr. Shamakundara M.S.
KOZHICODE, VELLAYIKODE
ACTING STAMP VENDOR
AJITHA. P.





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5. NIT Calicut, Kerala Police, the Parties hereby agree to assist each other within terms and conditions appearing hereinafter:

3. SCOPE OF ASSOCIATION

3.1 The Parties acknowledge and understand that there are no remunerations from either party to the other party when working exclusively for the projects of Cyberdome and that this association is to help improve the effectiveness of Kerala Police which will ultimately benefit the public.

3.2 NITC will prepare and submit a written project report and obtain approval from the designated Cyberdome official before commencement of any activity or assistance. The approval will explicitly mention the nature of the project, the effort in man-hours, and the materials required. By default, all approved project performed by NITC to Cyberdome are non-chargeable. However, under special circumstances it may be required to bring in external

7535 Kerala Rs. 50/

Date..... 21.2.2024

Name..... Dr. Shama Suman . M.S

KOZHIKODE, VELLAYIKODE
ACTING STAMP VENDOR
AJITHA. P



expertise, materials, equipment, tools, software etc. and in such circumstances, NITC may charge for that piece of work with the prior approval from the competent Cyberdome/Kerala Police authority.

- 3.3 NITC will not identify, address or correct any errors or defects in the Cyberdome's computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data, without the written permission/approval of the designated Cyberdome official.
- 3.4 NITC and the Cyberdome will designate a primary and secondary point of contact prior to the commencement of any work to oversee the work progress.
- 3.5 The Cyberdome will be solely responsible for data entry, operations, and maintenance of the systems and work products, unless otherwise stated in the work order and will not in any way hold NITC responsible for any issues or defects in the Cyberdome's systems.
- 3.6 Kerala Police will share metadata on Cybercrimes and road traffic accidents (without disclosing evidences or any aspects prejudicial to investigation or trial) with NIT Calicut, which NIT Calicut will use only for research purpose and will sign an agreement for non-disclosure of confidential data in this context.
- 3.7 Access for NITC members in appropriate trainings/seminars conducted for/by police, membership and observer status on appropriate committees, pertaining to the subject matter on Cyber Crimes and Cyber Policing on mutual consensus
- 3.8 Experience letters/ letters of appreciation/recognition/ appropriate civil awards etc. may be given to NITC and/or its staff based on their contribution to various police



Cyberdome projects upon merit.

3.9 The Chairperson, Centre For Information Technology Research and Automation (CITRA) will be the nodal officer for all aspects as contained in this MoU from NITC. Inspector General of Police, Cyber Operations will be the nodal officer for this MoU on behalf of Kerala Police.

3.10 The terms and conditions for specific projects undertaken under this MoU will be agreed upon by both parties on a case-to-case basis.

4 RELATIONSHIP OF PARTIES

4.1 The First Party and the Second Parties are independent parties. Parties agree that their relationship is that of an Independent contractor and not employer and employee.

4.1 Neither Party shall have express or implied rights or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party by reason of this MoU, except as provided in this MoU.

5 LIMITATION OF LIABILITY

Neither Party shall be liable to other Party or any other party by virtue of termination of this Association for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the other Party in connection with their business made in reliance upon or by virtue of this Association.



6 TERMS AND TERMINATION

6.1 The term of this Association shall commence from the date of execution. The association is envisaged for Two (2) years and shall continue unless terminated by mutual consent or terminated by either Party.

6.2 The termination or expiration of this Association for any reason whatsoever shall be without prejudice to any right or obligation of any party hereto in respect of this Association, which has arisen prior to such termination or expiration.

6.3 The result of any work interpreted under this MoU will not be a part of any supporting document before any court of law.

6.4 Either party has the right to terminate this MoU by giving thirty days written notice to the other party.

7 CONFIDENTIALITY

The Parties here recognize and agree that due to the scope of work envisaged under this MoU, the confidential of information concerning both parties is of critical importance. Either party shall not, either during or after the term of this MoU, disclose to any third party any confidential information and all information or information in relation to the work being undertaken in furtherance of this MoU without the written consent of the other Party.

8 FORCE MAJEURE

The performance by either Party of its obligations under this Association shall be excused by a period that is reasonable under the circumstances if the failure or delay thereof is caused by any unforeseeable events or circumstances beyond such Party's control such as labor disputes, riots, war, fire,



explosion, natural disasters, pandemics, embargo, or requisition.

9 NON-WAIVER

The failure by either Party to enforce any provisions of this Association or to exercise any right in respect thereof shall not be construed as constituting a waiver of its rights thereof.

10 NOTICES

Any notice required to be served under the MoU shall be deemed to be served by sending it as registered post with acknowledgment due to the address of the parties given under this MoU or via Email. The email I.D of both the Parties are as follows:

First Party: <<igpcyberops.pol@kerala.gov.in >>

Second Party: chair.citra@nitc.ac.in

11 ENTIRE AGREEMENT

This MoU and the work orders executed in furtherance of the same shall constitute the entire agreement and understanding between the parties hereof and is the complete statement of its terms.

12 AMENDMENTS

No amendment, modification or alteration of any of the terms of this MoU shall be binding on either party unless the same is made in writing and signed by or on behalf of the parties hereto by their authorized representatives.



13 JURISDICTION

This MoU shall be governed by and interpreted in accordance with the laws of India. This MoU will be subject to the jurisdiction of the courts in Kozhikode.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.

For and on behalf of

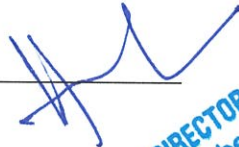


**National Institute of Technology
Calicut**

For and on behalf

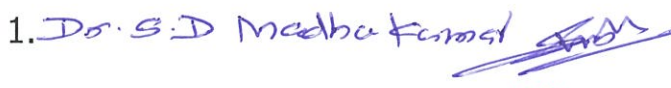

**Kerala Police
Cyberdome**


Chairperson, Centre for Industry Institutional Relations (CIIR)
National Institute of Technology Calicut
Calicut, Kerala- 673601, India



Dr. Jose Mathew,
Chairperson, Centre for Industry Institutional Relations, (CIIR)
National Institute of Technology Calicut,
NIT Calicut Campus P. O
Kozhikode-673601



H. Venketesh IPS
IGP Cyber Operations
Cyber Headquarters
Kerala Police
Cyberdome


In Presence of witness

1.  **Dr. S.D. Madhukumar**
2. **PRIYA CHANDRAN** 

In Presence of witness

1.  **BINOD J. S.**
Inspector of Police
2.  **NIGITHIL S.**
SUB INSPECTOR OF POLICE.