



सत्यमेव जयते

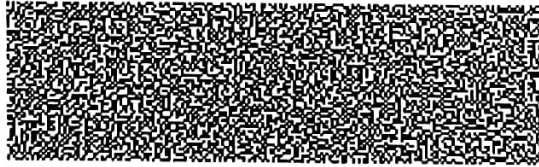
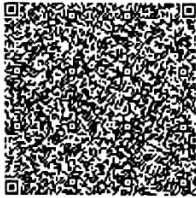
INDIA NON JUDICIAL

**Government of Karnataka**

**e-Stamp**

Certificate No. : IN-KA65502646928778V  
Certificate Issued Date : 18-May-2023 03:21 PM  
Account Reference : NONACC (FI)/ kaksfcl08/ KOLAR/ KA-KO  
Unique Doc. Reference : SUBIN-KAKAKSFCL0811934560640153V  
Purchased by : FAHBS SDUAHER KOLAR  
Description of Document : Article 12 Bond  
Description : M O U  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : FAHBS SDUAHER KOLAR  
Second Party : HARE KRISHNA CYBER SECURITY BANGALORE  
Stamp Duty Paid By : FAHBS SDUAHER KOLAR  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

Sri Sai Souharda Credit  
Co-op. Society Ltd.  
Opp. B.E.O. Office,  
Doddapet, Kolar-563 101.



Please write or type below this line



**MEMORANDUM OF UNDERSTANDING**



This Memorandum of Understanding is made and executed on the 7<sup>th</sup> Friday of July 2023

By and BETWEEN:

**Statutory Alert:**

- 1 The authenticity of this Stamp certificate should be verified at 'www.shelvestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority.

Faculty of studies in **Allied Health and Basic Sciences (FAHBS)** of Sri Devaraj Urs Academy of Higher Education and Research (SDUAHER), Tamaka, Kolar Karnataka - 563103, A Deemed to be University having its constituent Sri Devaraj Urs Medical College hereinafter called **SDUAHER** assigns the other part represented by Dean-FAHBS under the administrative ambit of Registrar, SDUAHER as First party

**AND**

Hare Krishna Cyber Security (HKCS) Foundation Powered by Hare Krishna Information Technology (HKIT) a proprietary concern situated at # 36,2nd floor corner stone building Sanjeevappa layout, Jeevanahalli Main Road Bangalore Foundation Powered by HKIT Security Solutions # 36, 2nd floor corner stone building Sanjeevappa Layout, Jeevanahalli Main Road Bangalore represented by its, Founder Dr. Harsha Thennarasu S/o Mr. Egambaram Aged about 52 years, hereinafter referred to as the Second Party

(The First Party and the Second Party are collectively referred to as "Parties")

**WHEREAS**

The First Party SDUAHER is having expertise in the field of Health and Allied Health education and the Second Party is having expertise in the field of Cyber Security Training. The Second Party is interested in associating with the First Party to develop, promote and deliver short term and long-term courses such as certificate, diploma, PG diploma, value added course or any suitable in Cyber Security. And also to utilize expertise to develop and deliver the cyber security course content effectively which has been incorporated in curriculum or offered as short term and long-term courses course on cyber security.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions by both the parties to achieve the said objectives.

**NOW THEREFORE, THE PARTIES TO THE AGREEMENT WITNESS AS UNDER**

**1. Scope of the Agreement**

- a. **Hare Krishna Cyber Security (HKCS) Foundation** shall participate in conduct of cyber security course wherever applicable in the curriculum or separate for University students. They visit the campus for the purpose of teaching and training students of the University or by virtual mode as the circumstance /situation demands. And also facilitates the placement assistance to the trained students in the field of cyber security.
- b. SDUAHER shall intimate in advance to second party to plan for the activity.
- c. It is understood by the Parties hereto that this Agreement is based on good faith and the assurances given by either Party to provide mutual support and cooperation to help the students enrolled in the Programs to obtain practical training and skill development. There is involvement of financial consideration for the course conducted during the tenure of the agreement as per mutual discussion.
- d. The first party will share the curriculum content prescribed by the UGC for 30 hours and 2 credits content for both UG and PG programs to the second party for execution or as prescribed by the regulatory body
- e. The Second Party shall also support the First Party to develop a one year 'PG Diploma Certificate Course in Cyber Security' which incorporates First Party's Curriculum.
- f. It is the responsibility of the First Party to get the Government /Legal/University approval for running the program at Sri Devaraj Urs Academy of Higher Education and Research has the constituent unit of Sri Devaraj Urs Medical College and PL Jalappa Hospital and Research. The final syllabus will be ratified by the Board of Studies, Academic Council and Board of Management of the First Party.

- g. This agreement is valid for a term of six year from the effective date, after whose expiry both the parties may extend / renew this agreement for a further period of time on a mutually agreed in writing.
- h. The Second Party shall duly obtain prior permission from the First Party to use the name of the Academy for promoting the above program. The Promotion of the said program has to be taken-care of by the both parties only. In addition to it, the Second Party will be responsible for the digital marketing and social media networking.
- i. The First Party facilitates necessary curriculum design, Content development and evaluation of the program such as certificate / value added course / PG diploma certificate in Cyber Security in consultation with the Second Party.
- j. The First Party provides the appropriate duration to execute the program by the second party. The Second Party should not upload online or share the course details, materials and any other related issues connected with this agreement without the approval of the First Party.
- k. The First Party agrees to pay the charges as per the batch and type of course through Digital payment to the second party bank credentials after successful completion of training and also on receipt of invoice for the same.
- l. SDUAHER shall appoint a Co-Ordinator and notify in writing as the single point of contact to execute the activity smoothly.
- m. Both the parties together will issue a certificate for the student successfully complete the cyber security program.
- n. First party has list of cyber security courses which will be conducted both online and offline and the payment will be decided based on the course which is mutually agreed by both parties.

## **2. Confidentiality**

- a. The Parties understand that in the course of their association, they shall have access to confidential information of the other Party. Accordingly, the Parties agree that such confidential information shall be maintained in the

strictest confidence and trust and shall not be revealed to any third party and shall not be used for any purpose other than what is authorized through this Agreement.

- b. Any information shared by the other Party and is available in the public domain or which the Party comes to know about through, other than violation of any law or legal obligation owed to the other Party, shall not form a part of Confidential Information.
- c. Both the Parties may disclose confidential information to competent authority, if required under law.
- d. Failure to maintain confidentiality of the information shall entitle the affected Party to sue the defaulting Party for such violation.
- e. Any Intellectual property created during MoU shall remain and owned by the parties, unless otherwise any acceptance in writing.

### **3. REPRESENTATIONS AND WARRANTIES**

- a. SDUAHER represents and warrants that
  - i. It has the legal competency, authority and capacity to enter into and execute this binding Agreement.
  - ii. It has due permissions, consents, infrastructure, qualified personnel and expertise to offer and duly conduct the Programs.
  - iii. It shall take full responsibility to train and teach the students enrolled in the Programs as per the applicable laws, regulation and guidelines by the second party commitment.
  - iv. It shall take full responsibility to provide details of the preferable sessions, contents and topics to be covered, as per the guidelines laid down by the appropriate authorities, during the program.
  
- b. HKCS foundation represents and warrants that
  - i. It has the legal competency, authority and capacity to enter into and execute this binding Agreement.

- ii. It has the requisite expertise and qualified personnel to cater to the need of the program commencement and completion and duly agreed to fulfill obligations mentioned in this Agreement.

#### **4. LIABILITY**

- a. SDUAHER shall defend, hold harmless and indemnify by HKCS foundation against any action, demand, suit, notice, penalty, proceedings, damages, instituted by third party, or any government authority against HKCS foundation for any act and/or mission and/or misrepresentation and/or violation of any provision of this Agreement.
- b. SDUAHER shall defend, hold harmless and indemnify HKCS foundation against any action, demand, suit, notice, penalty, proceedings, damages, instituted by any of the interns enrolled in the Programs or the associates of the students or government authority or accrediting body or any third party for any violation of the curriculum or course laid down to duly conduct the Programs by government authority and/or any accrediting body or for occurrence of any untoward incident and/or civil wrong and/or criminal act due to the association of any student or agents or associates.

#### **5. DISPUTE RESOLUTION JURISDICTION**

- a. Any dispute arising out of or in relation to this Agreement shall be subject to the Jurisdiction of courts in Bengaluru and the laws of India shall be applicable for such disputes.

#### **6. TERMINATION**

- a. Either parties may terminate this Agreement without any cause by providing a notice in writing to the other Party on successful completion of 1<sup>st</sup> batch in writing to the other party before commencement of the second batch in advance.

#### **7. NOTICE**

- a. Any notice or other communication required to be given hereunder shall be in writing and dispatched by hand delivery or registered post

acknowledgement due (RPAD) to the address specified below and shall be deemed sufficiently made on the date of delivery if delivered by hand, or on the date of receipt if dispatched by RPAD. Either Party may change its address for the purpose of this clause, by giving an advance written notice to the other Party.

The Registrar  
Sri Devaraj Urs Academy of Higher Education and Research  
Tamaka, Kolar-563103

Dr. Harsha Thennarasu,  
Hare Krishna Cyber Security (HKCS) Foundation,  
# 36,2nd floor corner stone building Sanjeevappa layout,  
Jeevanahalli Main Road Bangalore.

#### **8. MISCELLANEOUS**

- a. No amendments or additions or any modifications or alterations to the provisions of this Agreement shall be effective, unless it is in writing and signed by each Party.
- b. This Agreement is executed in two counterparts on a stamp paper and each counterpart shall be deemed to be an original and together shall constitute one and the same instrument.
- c. This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.
- d. The headings to this Agreement are for convenience only and shall not affect the construction of this Agreement.
- e. If any clause or provision of this Agreement, or the application of such clause or provision, is held invalid by a court of competent jurisdiction, the remainder of this Agreement, and the application of such clause or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.
- f. Waiver by either Party of any term or condition of this Agreement at any one instance shall not be deemed or construed to be a continuing waiver

of such term or condition for any subsequent breach of the said term or condition.

- g. It is agreed and understood by the Parties that they are entering into this Agreement on a principal to principal basis and at no point, under any circumstances whatsoever, the relationship shall be construed to be otherwise, of an employee, partner, agent, representative, associate or anything else, other than what is clearly provided under this Agreement.

IN WITNESS WHERE OF the parties have through their respective duly authorized representatives, executed the Agreement the day, month and year first herein above written.

Signed & Delivered by HKCS foundation

Signature

Name: Dr. Harsha Thennarasu,  
Title: Hare Krishna Cyber Security (HKCS)  
Foundation, # 36, 2nd floor corner stone building  
Sanjeevappa layout, Jeevanahalli Main Road,  
Bangalore. **For HK Cyber Security Foundation**

Signed & Delivered by SUDHAER

Signature

Name : Dr. DVLN Prasad  
Title : The Registrar  
Address: Tamaka, Kolar-563103.

**Registrar**

**Sri Devaraj Urs Academy of Higher  
Education and Research  
Tamaka, Kolar - 563 103.**

**Managing Trustee**

Witness 1

Signature

Name : Dr. C. D. Dayanand  
Title : Dean EAHBS,  
SDUAHER.  
Address: Tamaka, Kolar-563103.  
Dean

Faculty of Allied Health Sciences  
Sri Devaraj Urs Academy of  
Higher Education & Research  
Tamaka, Kolar-563 101

Witness 2

Signature

Name : Dr. Sarala N  
Title : Director of Academics,  
SDUAHER.  
Address: Tamaka, Kolar-563103.

**- Director Academics  
Sri Devaraj Urs Academy of Higher Education & Research  
Tamaka, Kolar-563 101.**