

## Consultancy Project

### Memorandum of Understanding (MoU)

This Memorandum of Understanding ("MoU") is effective as of \_\_\_\_\_ ("Effective Date") by and between

**Indian Institute of Technology Kanpur**, a research and educational institution of national importance, established under the Institute of Technology Act, 1961, having its office at P.O. IIT Kanpur, Kalyanpur, Kanpur, U.P.-208016, India, hereinafter referred to as "IITK", of the FIRST PART.

And

**Advisions Research and Development Private Limited ("COMPANY")**, incorporated under the Companies Act 1956, with its registered office at Gayatri Enclave, Under Flyover NH58, Manglour, Roorkee, Haridwar - 247656, Uttarakhand, India, hereinafter referred to as the "COMPANY", of the SECOND PART.

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

Whereas IITK is one of the premier institutes to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. IITK imparts and undertakes cutting-edge research in various areas of science, engineering, design, management, and humanities.

Whereas the COMPANY is engaged in the business of **Software Development, specifically in quantum-safe cybersecurity solutions and vulnerability scanning.**

Whereas **Prof. Angshuman Karmakar**, Department of CSE, (hereinafter referred to as "IITK Principal Investigator") will initiate the **Q-SecureScan Project** (hereinafter referred to as the "Project"). He and his research team at IITK will execute the obligations of non-disclosure of Confidential Information received from the COMPANY.

Whereas the Parties desire to record the broad terms and conditions that are jointly accepted and agreed to in this MoU as contained hereunder.

#### 1. Definition:

(a) COMPANY know-how shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, owned and provided by the COMPANY, which are required for the Project.

(b) IITK know-how shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, and information developed, published or otherwise owned and provided by IITK, which are required for the Project.





(c) COMPANY Personnel shall mean the personnel or research and development engineers of the COMPANY deputed for the Project.

(d) IITK Principal Investigator Research Team shall comprise the Principal Investigator and the Co-Investigators participating in the Project(s).

(e) "Disclosing Party" shall mean the Party to the MoU, or its employees, agents and other authorized representatives disclosing the Confidential Information to the other Parties to the MoU, or its employees, agents and other authorized representatives.

(f) "Receiving Party" shall mean the Party to the MoU, or its employees, agents and other authorized representatives, receiving the Confidential Information from the other Parties to the MoU, or its employees, agents and other authorized representatives.

## 2. Items/areas of collaboration/deliverables:

Technical specifications of the Project are given in Annexure A to this MoU.

## 3. Activities and Obligations:

(a) The COMPANY shall be responsible for providing the funds required for the Project, as identified in Annexure B. The COMPANY may depute appropriate COMPANY Personnel to participate in the Project, as per mutual agreement. The COMPANY will provide its facilities and resources for the execution of the Project.

(b) The COMPANY will provide COMPANY know-how, which may be deemed necessary for the Project.

(c) The COMPANY shall use IITK know-how only for the purpose of conducting the Project and prevent it from unauthorized usage or falling into unauthorized hands.

## 4. Intellectual Property Rights:

Ownership of any Intellectual Property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MoU shall be vested in both the Parties to this MoU.

The COMPANY shall have right to determine the commercial exploitation and disposition of such Intellectual Property. Before commercialization of any Intellectual Property takes place, the Parties agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

Any publication of results shall only be possible with the prior written notice to the other Party.

IITK will retain a personal, non-transferable right to use the Intellectual Property developed during the Project for non-commercial academic, publication and further research purposes.

## 5. Effective Date, duration, termination of the MoU:

The MoU shall be effective from the Effective Date, upon signatures of the Parties and shall remain in force for a period of 1 year. The Parties may extend the term by written agreement signed by both the Parties.

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Uttarakhand India-277656  
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The Project work may be terminated by either Party by giving the other Party a written notice of 60 days, mentioning sufficient cause for such termination. However, both the Parties will ensure that the provisions of this MoU shall continue to apply to all activities in progress until their completion. Clauses relating to Intellectual Property Rights, Limitation of Liability, Publicity, Independent Contractors, Governing Laws & Conflict Resolution and clause 14 and 15 shall survive the termination or expiration of this MoU.

#### 6. Payment:

Financial specifications are given in Annexure B to this MoU. All cheques will be drawn in favour of the Registrar, IIT Kanpur. The payment shall be made by the Company within 15 calendar days from the date of receipt of invoice from IITK.

#### 7. Confidentiality:

- a. Confidential Information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- b. The Confidential Information includes information:
  1. Disclosed by or on behalf of the Disclosing Party to the Receiving Party,
  2. Otherwise learned or ascertained by the Receiving Party from inspection and/or evaluation of sample(s) identified by the Disclosing Party as confidential and provided to the receiving party by or on behalf of the Disclosing Party (sample(s)) and/or,
  3. Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- c. The Receiving Party will not disclose Confidential Information of Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as the Receiving Party uses in maintaining as confidential, its own confidential information, but always at least a reasonable degree of care; due diligence will be taken by both Parties in maintenance of the Confidential Information.
- d. The Receiving Party will use the Confidential Information only for the above mentioned purpose.
- e. The Receiving Party will restrict disclosure of the Confidential Information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- f. This MoU imposes no obligations on the Receiving Party with respect to any portion of the Confidential Information received from the Disclosing Party which:
  1. was known to the Receiving Party prior to disclosure by the Disclosing Party,
  2. is lawfully obtained by the Receiving Party from a third party under no obligation of confidentiality,
  3. is or becomes generally known or publicly available other than by unauthorized disclosure,
  4. is independently developed by Receiving Party or
  5. is disclosed by Disclosing Party to a third party without a duty of confidentiality on the third

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party.

6. is required by law or decree.

g. The Confidential Information shall remain the sole property of the Disclosing Party.

h. The obligation of non-disclosure of the Confidential Information shall survive for 3 years after expiry/termination of this MoU.

**8. Limitation of Liability:**

Neither Party, nor any of their affiliates nor their or their affiliates respective directors, officers, employees, subcontractors or agents shall be liable to the other Party for any special, incidental, indirect or consequential damages (including, but not limited to, contract, negligence and tort liability) in connection with or arising out of this MoU.

**9. Publicity:**

Neither Party shall use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this MoU without prior written approval of the other Party, except for necessary governmental disclosures.

**10. Independent Contractors:**

For the purposes of this MoU, the Parties hereto are independent contractors and nothing contained in this MoU shall be construed to place them in the relationship of partners, principal and agent, employer/employee or joint ventures.

**11. Amendment:**

Any amendment or variation to this MoU shall be made by a written MoU between the Parties.

**12. Governing Laws & Conflict Resolution:**

This MoU shall be constructed, governed, interpreted and applied in accordance with the laws of India. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this MoU by negotiation. If the matter cannot be resolved in the normal course of business, within ten (10) days after the dispute arises, any interested Party shall give the other Party written notice of any such dispute not resolved, after which the dispute shall be referred to Director, IITK and **Santosh Kumar Sing (Director of the Company)** who will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In case an amicable settlement of any disputes arising out of or relating to this MoU is not achieved within thirty (30) days after written notice is received, such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time), by one (1)/sole arbitrator appointed in accordance with said Act. The seat of the arbitration shall be Kanpur. The arbitration shall be conducted in the English language and the award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs.

**13. Force Majeure:**

Each Party shall be excused from performance of the MoU only to the extent that the performance is prevented by conditions beyond reasonable control of the affected Party. The Party claiming excuse for the delayed performance will promptly notify the other Party and will resume its performance as

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soon as performance is possible.

14. Any Information, Products, Materials, Services, Intellectual Property, Other Property or Rights, granted or provided Or generated by IITK pursuant to this MoU are on an As Is Where Is basis.

15. IITK makes no warranties of any kind either express or implied, to the Company or any third party, as to any matter including, but not limited to, warranty of fitness for particular purpose, or merchantability, exclusivity or results obtained from use.

In witness thereof, the Parties hereto have signed this MoU on the Effective Date mentioned hereinbefore.

For and on behalf of **Advisions Research and Development Private Limited**

Signature:

Name: Santosh Kumar Singh

Designation: Director

Date: 23/11/2024

In the presence of

Witness:

**ADVISIONS RESEARCH AND DEVELOPMENT**  
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Uttarakhand India-277656  
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For and on behalf of **IITK**

Signature:

Name: Prof. Tarun Gupta

Designation: Dean R&D

Date: 18/11/2024

In the presence of

Witness:

अधिष्ठाता  
DEAN  
अनुसंधान एवं विकास  
Research & Development  
आई० आई० टी० कानपुर  
I.I.T. KANPUR



## Annexure A

### Technical specifications of the Project

**Project Title:** Q-SecureScan Project

**Project Objective & description:** The primary objective of Q-SecureScan is to create an automated tool capable of identifying quantum-vulnerable cryptographic schemes and detecting general security vulnerabilities in a system or network. This tool will generate comprehensive reports to help organizations transition from classical cryptographic methods to quantum-safe alternatives, preparing their security systems for the quantum future.

#### **Duties of each Party under the Project:**

**IIT Kanpur (Consultancy Role):** COMPANY wishes to engage Professor Angshuman Karmakar as a consultant to provide expertise in post-quantum cryptography. His role would be essential in guiding research on quantum-safe algorithms, assisting in model development, and supporting testing and validation phases. He will provide expert guidance on quantum vulnerability detection, consult on cryptographic standards, and contribute academic insight to support cryptographic algorithm development.

**Advisions Research and Development (Development Role):** Responsible for all development phases, including design, coding, testing, deployment, and post-deployment support. Advisions will also handle the integration of AI-based vulnerability detection and maintain the tool's functionality. COMPANY will also be responsible to provide funds under this MoU.

#### **Deliverables:**

Functional Q-SecureScan tool with a user-friendly web interface.

Documentation covering installation, user guidelines, and maintenance protocols.

Periodic reports on project progress, including technical milestones.

Final project completion report, encompassing technical validation results, usage metrics, and recommended next steps for future development.

**Schedule for completion:** One Year

#### **Principal Investigators:**

IITK: Prof. Angshuman Karmakar

COMPANY: Santosh Kumar Singh

**Background IP (if any, please specify):**

IITK:

COMPANY:

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**Annexure B**  
**Financial Specifications**

**Consultancy Payment to IIT Kanpur:** IIT Kanpur shall receive a total of 40,00,000 INR (Forty lakh rupees only) for providing consultancy services as outlined in this MoU inclusive of Institute Overheads @25% plus applicable GST.

**Payment Milestones for Consultancy Services:**

**1st Installment:** upon sanction of the project.

**Subsequent installments:** payable per completion of project milestones.

All payments will be made directly to IIT Kanpur within 15 calendar days upon receipt of the invoice for each installment, drawn in favor of the Registrar, IIT Kanpur.

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