

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made and entered into on this 30th day of May 2024 (“**Effective Date**”) by and between:

Quick Heal Foundation, a trust registered under the provisions of Bombay Public Trusts Act, 1950 and having its registered office at Quick Heal Foundation, S. No. 207/1A, Marvel Edge, C building, 7th floor, Office no. 7010, Viman Nagar , Pune 411 014, Maharashtra, India (hereinafter referred to as “**QHF**”, which expression shall unless it be repugnant to the context or meaning hereof mean and include its trustees, executors, administrators and the trustees for the time being constituting QHF).

AND

VPM’s B. N. Bandodkar College of Science (Autonomous), Thane, having its headquarters at Chendani, Bunder Road, Near CIDCO Bus Stop, Thane (West) (hereinafter referred to as “**the Institute**”, which expression shall unless repugnant to the context shall mean and include its administrators, executors and permitted assigns).

WHEREAS:

1. QHF is a non-profit organization engaged in executing Corporate Social Responsibility (“**CSR**”) initiatives of Quick Heal Technologies Limited (“**QHTL**”) including but not limited to promotion of cybersecurity, promotion of education QHTL is a company incorporated under the provisions of Companies Act, 1956 and a leading provider of internet security solutions having its registered office in Pune, Maharashtra.
2. The Institute is affiliated to University of Mumbai ;(Affiliation or State University)
3. QHF desires to collaborate with such third parties to fulfill and implement the CSR initiatives.
4. The Institute has represented to QHF that it desires to participate in and support the CSR initiatives carried out by QHF.
5. Based on the representations made by the Institute, QHF desires to collaborate with the Institute on a non-exclusive basis in order to promote its objectives in accordance with the terms and conditions of this MOU.
6. The Parties wish to enter into this MOU in order to record their intent and understanding for the collaboration.

QHF and the Institute shall individually be referred to as a “**Party**” and collectively as the “**Parties**”.

NOW THIS MOU WITNESSETH AS UNDER:

- 1) **Scope:** The Parties have entered into this MOU on a non-exclusive basis in order to carry out such responsibilities, as more particularly detailed in Annexure A of this MOU. Unless otherwise indicated in Annexure A of this MOU or expressly agreed in writing between the Parties, QHF and the Institute will fulfil its respective obligations herein, respectively at their sole expense and without any cost to the other Party.
- 2) **Term and Termination:** This MOU will be valid and binding on the Parties for a period of two years commencing from the Effective Date (“**Term**”), unless otherwise terminated in accordance with this MOU. Either Party may terminate this MOU for convenience by providing a written notice of thirty (30) days to the other Party. Without prejudice to any other rights and remedies available to it hereunder or at law, QHF may at its sole discretion terminate this MOU immediately

upon providing written notice to the Institute if the Institute is in breach of its obligations hereunder and such breach is not cured within seven (07) days from notice of receipt by QHF informing about such breach. Upon termination or expiry of this MOU, both the Parties will be relieved of their obligations save such liabilities that accrue prior to the termination or expiry of this MOU.

- 3) **Representations and Warranties:** Each of the Parties represents and warrants that it has the capacity to enter into this MOU and perform this MOU and all activities contemplated herein.
- 4) **Confidentiality:** Any information exchanged between the Parties, which is of proprietary and confidential nature, whether or not marked as such, will be treated as confidential information. The Parties will protect and maintain the secrecy of confidential information exchanged between them and shall disclose the confidential information only to its authorized personnel on a need to know basis. Either Party will send a reasonable prior written intimation to the other Party in the event either Party intends to make any public release / statement with regard to this MOU and / or matters contemplated herein.
- 5) **Intellectual Property Rights:** Each Party is the sole and exclusive owner of its intellectual property rights and will not dispute the ownership in intellectual property rights of the other Party. The Parties will seek each other's prior written approval in the event one Party seeks access to the intellectual property of the other Party. The approval to such access, if granted, will be solely for the purposes of this MOU and will not be construed as any transfer of ownership or grant of license.
- 6) **Indemnity:** Each Party will indemnify the other Party from and against third party claim or loss of direct nature arising out of such Party's breach of the provisions of this MOU.
- 7) **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MOU. The total aggregate liability of one Party towards the other Party will not in any event exceed the sums actually incurred by the Party so liable in performing its respective obligations hereunder.
- 8) **Governing Law and Jurisdiction:** This MOU will be governed by the laws of India. The Parties submit themselves to the exclusive jurisdiction of the courts of Pune, India.
- 9) **Force Majeure:** Neither Party will be liable for failure to perform its obligations during any period if performance is delayed or rendered impracticable or impossible due to circumstances beyond that Party's reasonable control.
- 10) **Relationship between Parties:** The relationship of the Parties will be on a principal to principal basis. Nothing contained herein is intended to constitute any partnership, joint venture, agency or other relationship between the Parties. QHF will not have legal or other relationship whatsoever with the personnel of the Institute in performing its obligations herein.
- 11) **Notices:** Any notice required to be given by either Party under this MOU shall be in writing and sent by registered mail directed to the following address. In the event any notice is sent by fax mail or telex it will be followed by a confirmation copy. The names of personnel of both the Parties mentioned in this clause will be deemed to be single point of contact between both the Parties for the purposes of this MOU.

To Quick Heal Foundation:

Attention: Sugandha Dani

Address: CTS No 1551, Thube Park, Behind Sancheti Physiotherapy Centre, Shivaji Nagar, Pune 411005

Tel Nos.: +91 7219002547

E-mail address: Sugandha.dani@quickhealfoundation.org

To Institute:

Attention: Tejas Jadhav

Address: Chendani, Bunder Road, Near CIDCO Bus Stop, Thane (West)

Tel Nos.: 8888237199

E-mail address: trjadhav@vpmthane.org

A notice given in accordance with this clause is deemed to be received:

- (i) If hand delivered, on delivery.
- (ii) If sent by prepaid post, 5 (five) days after date of posting; or
- (iii) If sent by e-mail, when the sender's system generates a message confirming successful transmission of the notice.

12) **Miscellaneous:** Failure to enforce a provision of this MOU will not constitute a waiver. Each Party shall comply with the requirements of applicable laws while performing its obligations hereunder. Except as expressly provided herein, the rights, powers and remedies provided in this MOU are cumulative and not exclusive of any rights, powers and remedies provided by law. QHF may assign or transfer its rights and obligations hereunder to any third party without obtaining consent of the Institute. This MOU: (a) may not be modified or amended, except by mutual written agreement of the Parties; (b) may be executed and delivered in counterparts, including by fax or email, each of which will be deemed an original; (c) has provisions which are severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, void and/or illegal the enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby; and (d) constitutes the entire understanding between the Parties in relation to the subject matter hereof and supersedes any previous agreement or negotiations between the Parties.

THEREFORE, THE PARTIES HAVE CAUSED THIS MOU TO BE EXECUTED THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DATE WRITTEN FIRST HEREINABOVE.

For Quick Heal Foundation

For VPM's B. N. Bandodkar College of
Science (Autonomous), Thane

Name: Mr. Ajay Shirke

Authorized Signatory

Name: Dr (Mrs.) V. D. Manjramkar

Designation: Principal

ANNEXURE A – SCOPE

1) **Project Details:** The project details under this MOU are as follows:

1. Cyber Shiksha for Cyber Suraksha: Cyber Security Awareness Campaign

Eligibility: computer science student

Objective: To appoint students learning computers as major subject as volunteers and spread cyber security awareness among students & society at large.

2) **Project Activities:** During the Term of this MOU, the Institute hereby agrees to carry out the project activities in the following manner:

- Group formation –
 - Club officers – President, Secretary, Activity Director, Media / PR Director
 - 2 volunteers working in 1 team other than 2 teams formed by club officers,
 - For new institutions – 5 presentations per team
 - For old institutions – 10 presentations per team
- Offline activities -
 - Conduct presentations in schools for groups of up to 200 students.
 - Conduct one impact activities to address targeted audiences of 30-40 people, identifying specific vulnerabilities and providing solutions. Impact activity can be conducted at public place or for specific community.
 - Conduct innovative, attention seeking activity at an institution, reaching 700 people, which may include students from other departments, teaching and non-teaching staff, alumni, influencers etc.
 - Reporting – Timely and error free reports in prescribed formats must be sent.
 - Documents mentioned in due diligence,
 - Volunteer list,
 - Weekly report (every week from date of commencement)
 - Final reports
 - Institutions failing to submit 2 weekly reports will be disqualified for awards and MoU will be terminated for those institutions.
- Online activities -
 - Create public account on social media and get 10 connections to follow QHF account. All online promotions to be done using this account.
 - In the event the Institute requires to avail more insights regarding public accounts on social media, the Institute shall discuss the same with QHF.
- Summary:

Offline:

No. of teams(new partners)	$((\text{Target}/200)/5)$
No. of volunteers	No. of teams x 2
Presentations per team (new partners)	5
Presentations per team (old partners)	10
Students sensitized per session	200
Students sensitized by team (new)	1000

Students sensitized by team (old)	2000
Impact activity per team	2 (1 community-based & 1 mob-based)
Total impact activities	No. of teams x 2
Impact outreach by each team	5% of target
Total Impact outreach	5% of institution target
Mass activity @ institution level	Minimum 700 through 1 activity

Online:

Followers to QHF social media per team	50
Nanha cyber warrior quiz	1% of target
Cyber awareness quiz	14% of target
Booklet download (teams code)	15% of target
Social media posts	10 (PPT -2, impact -2, mass -1 frames -5)
# Promotion	
Institution strength < 500	50% of strength
Institution strength 501 – 1000	40% of strength
Institution strength 1001 – 2000	35% of strength
Institution strength 2001 – 5000	30% of strength
Institution strength > 5000	25% of strength

Project timeline

From 24th May 2024 till 12st January 2025

** Actual project timelines may vary in the course of execution and implementation of the project. In such an event, the Parties shall mutually agree in writing on the definite project timelines.*

Roles & responsibilities : During the Term of this MOU, the Institute hereby agrees to ensure that it shall ensure performance and also cause its personnel to perform the following roles and responsibilities:

1. Teacher:

- **Orientation and Training:** Conduct training sessions for cyber warriors, including sharing AVs and explaining all formats related to Earn & Learn.
- **Coordination and Planning:** Coordinate with club officers and plan police sessions at the institutional level, prepare and submit execution plans, and ensure timely report submissions.
- **Mentorship and Guidance:** Mentor the club throughout all stages, conduct brainstorming sessions for innovative ideas, and review team performance to provide suggestions and guidance for improvement.
- **Media and Coverage:** Encourage and support extensive media coverage through both online and offline channels to maximize the initiative's visibility.

2. Club President:

- **Leadership and Coordination:** Lead the club, ensure smooth functioning, and coordinate activities. Assist the teacher coordinator in selecting and training cyber warriors and support the formation of committees under club officers.
- **Planning and Monitoring:** Ensure adherence to the execution plan by monitoring activities and timelines. Conduct weekly review meetings to oversee progress and facilitate brainstorming sessions for innovative mass and impact activities.
- **Support for Record-Keeping:** Support the teacher coordinator in maintaining records and reporting, in collaboration with the secretary, to ensure accurate documentation and reporting of club activities.

3. Club Secretary:

- **Planning and Reporting:** Compile execution plans from all cyber warriors and collaborate with the Activity Director to finalize the plan. Maintain and update the status deck daily, gathering performance details in coordination with the Activity and Media Directors. Prepare and submit weekly reports, including minutes of meetings and photo evidence, to the teacher coordinator.
- **Communication and Updates:** Regularly update and share the performance status with all students, ensuring clear and consistent communication about ongoing activities and progress.

4. Community Director:

- **Planning and Execution:** Plan and execute club activities, ensuring alignment with project goals. Compile execution plans from all warriors to create a comprehensive club-level plan and submit it to the secretary and teacher coordinator. Maintain and update records in the database, ensuring they are shared with the secretary and teacher coordinator, and coordinate live visits as per the plan.

5. Media/PR Director:

- **Publicity and Outreach:** Manage publicity, social media, and outreach to effectively promote the project. Update the status deck based on QHF's scoreboard, ensure all online outreach targets are met, and encourage maximum promotion of every activity through social, online, and offline media. Maintain and update records of all promotional activities.

6. Cyber Warrior:

- **Execution & outreach:** Plan and conduct presentations in schools and colleges to sensitize students, coordinate impact activities both mob-based and community-based and enhance online outreach through various digital activities. Share the list of identified schools with the Activity Director and work towards meeting outreach targets.

Payment disbursements (INR) by QHF to the Institute:

1. Rs. 600/- Stipend per presentation for student volunteer working under Earn & Learn scheme and reaching 1000 students through 5 presentations for new institution and 2000 through 10 presentations for old partners. Any deviation without written communication will not be considered.

2. Rs.200/- per presentation for faculty / college to take ownership of monitoring conduction of successful presentations by students and reporting in prescribed format to QHF.
3. Rs.2000/- to each club officer for monitoring smooth conduction of activities and assisting teacher coordinator. If 2 weekly reports are missed, 50% payment will be deducted and if 3 or more weekly reports are missed 100% payment will be deducted.
4. Disbursement of payment will be done only after verification of required documents in stipulated time. Upon successful completion of the presentations by the student volunteers herein, QHF shall transfer payments to the bank account of of students and teachers. Teacher must ensure to submit bank details of all volunteers and teachers in prescribed format along with cancelled cheques scanned copy added to .PDF file in same sequence of volunteer's names in volunteer details (TemplateE&L file).
- 5.