

MEMORANDUM OF UNDERSTANDING BETWEEN

NATIONAL TECHNICAL RESEARCH ORGANISATION (NTRO)

AND

SOCIETY FOR ELECTRONIC TRANSACTIONS AND SECURITY (SETS)

*S. Prabhu*  
31/10/08

Controller of Administration

NTRO

31<sup>st</sup> October 2008

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National Technical Research Organisation  
Government of India, New Delhi

*Chinnarasimhan*  
Registrar

SETS

31<sup>st</sup> October 2008

**Registrar**  
Society for Electronic Transactions and Security  
Chennai.

This Memorandum of Understanding (MoU) made at Chennai on the 31<sup>st</sup> October 2008 between **NATIONAL TECHNICAL RESEARCH ORGANISATION**, hereinafter referred to as "NTRO" (which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and permitted assigns) of the ONE PART

And


**SOCIETY FOR ELECTRONIC TRANSACTIONS AND SECURITY** hereinafter referred to as "SETS" (which expression shall, unless repugnant to the context or meaning thereof, include its successors in interest and permitted assigns) of the other PART.

Whereas NTRO is an organisation established under the Office of the National Security Advisor to the Government of India. The organisation has been mandated to provide Technical Intelligence support to concerned governmental agencies. Towards this, NTRO is vigorously pursuing an aggressive Research Programme in various fields, including Cyber and Crypto Research.

And

Whereas SETS is an organisation created in the Public Private Partnership (PPP) mode, with the mandate of conducting research in areas relating to Cyber Security and Secure Cyber Transactions.

  
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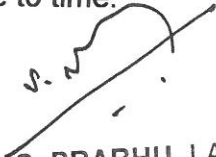
And


Whereas NTRO and SETS, both, recognizing the commonality of their interests, consider it desirable that their respective strengths be jointly leveraged to their mutual advantage through the instrument of this Memorandum of Understanding in the following manner.

**Article 1**

I. It is hereby agreed jointly between NTRO and SETS that collaboration be undertaken to achieve the purposes listed below:

- a. Towards initiating Research and Development in areas of Cyber Security, cryptology, cryptanalysis, Critical Information Infrastructure Protection, that may be of interest to NTRO and in line with the mandate of SETS.
- b. To undertake discussions, consultations and reviews on various matters of concern to NTRO, as required, from time to time.
- c. Participation of SETS personnel in Technical Design, Technical Review and other Research and Development related activities that NTRO may consider, from time to time.
- d. NTRO and SETS, shall also jointly accept attachment of personnel for short durations in each other's organisations in order to collaborate on the design, technical review and other R&D related consultations from time to time.

  
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- e. NTRO and SETS shall jointly contribute to Human Resource Development in terms of providing Training, Work Experience etc. in areas of common interest on mutually agreed terms and conditions.
- f. Establishment of a permanent NTRO cell in SETS, to effectively progress the activities listed above.

## Article II

### Methodology of Collaboration towards Research and Development.

- I. The collaboration detailed in earlier paragraphs envisages the harnessing, by NTRO, of the technical skills available at SETS, in conjunction with the availability of resources to SETS that may otherwise be not available to NTRO due to its mandate and operational role. The methodology for implementing the collaboration between NTRO and SETS shall be as follows:
  - a. NTRO, in consultation with SETS, to elaborate its specific requirements for Research and Development in Cyber Security, cryptology, cryptanalysis, Critical Information Infrastructure Protection.
  - b. Such requirements are to be captured in a document (henceforth referred to as "Project Request" document).
  - c. After due technical vetting and obtaining "In Principle" approval from Chairman NTRO, the Project Request shall be forwarded to SETS for implementation of the same.



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- d. Based on the Project Request document, and assessment of resources for meeting NTRO requirements, SETS shall prepare a comprehensive Project Proposal (henceforth referred to as "Project Proposal") document. The Project Proposal would include clear statement of all deliverables, time frames, funding requirements including manpower, technical and non technical infrastructure (building etc.) and other essential requirements for executing the project.
- e. After necessary in house scrutiny and approvals required by NTRO, the Project shall be formally sanctioned by Chairman NTRO to SETS for execution.
- f. Proposals for such projects to be funded by NTRO will be periodically generated by SETS, either in response to requirements from NTRO, or suo moto based on SETS current research activities, coupled with its understanding of NTRO requirements.
- g. NTRO would make necessary budgetary / Human Resource / infrastructure planning both for funding as well as utilization of the Project at its end.
- h. Association between NTRO and SETS being strategic in nature, NTRO would create certain infrastructure in the new building being constructed by SETS to enable NTRO to carry out its sensitive R&D activities.



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- II. Towards achieving the above mentioned objectives, NTRO shall commit a minimum amount of Rs 5 Crore annually towards execution of Projects taken up by SETS on its behalf. Such commitment shall be contingent upon acceptable progress as determined by PMC detailed below.
- III. Keeping in mind the scope and sensitivities associated with NTRO activities, SETS shall provide infrastructure and space required by NTRO at SETS premises.

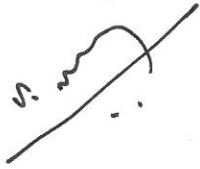
**Project Management Committee**


- I. Progress of projects assigned by NTRO to SETS shall be monitored by a Project Management Committee (PMC). PMC shall oversee the planning, implementation and timely delivery of all deliverables under the specific programme. Advisor NTRO shall be the Chairman, PMC.
- II. The composition and strength of PMC shall be decided by NTRO on a "per case" basis (based on complexity, fields of specialisation etc). As and when required, PMC may associate eminent Scientists / Personalities.
- III. Representatives of Finance departments of both NTRO and SETS shall be members of PMC.

**Article 3**

**Establishment of NTRO Cell at SETS**

- I. Where required, and agreed to jointly, NTRO shall attach personnel to SETS to assist in the execution of different projects. In order to consolidate and exercise adequate control over such NTRO personnel attached to SETS, NTRO shall establish an "NTRO Cell" at SETS in the

  
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space provided to NTRO. This cell would function as the field office of NTRO.

- II. NTRO and SETS, shall also jointly accept attachment of personnel for short durations in each other's organisations in order to collaborate on the design, technical review and other Research and Development related consultations from time to time. In such cases NTRO and SETS would extend all assistance to their respective personnel at each other's locations.

#### Article 4

##### Security of Information

- I. The Research and Development undertaken between these two organizations being of a sensitive nature, SETS and NTRO shall ensure that due precautions are taken to prevent leakage of information.
- II. All Personnel of SETS shall sign the Official Secrets Act of 1985.

#### Article 5

- I. Keeping in view security aspect, generally, Scientific and Technical outputs of any collaborative research between NTRO and SETS shall not be published in open literature. However, in exceptional cases, this can be reviewed as per NTRO norms.



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- II. The above stipulations also apply to any Intellectual Property Rights, as may be generated as a result of the NTRO – SETS collaboration.
- III. Vesting of IPR rights shall be mutually decided by NTRO and SETS on “per case” basis.

**Article 6**

- I. The duration of this Memorandum of Understanding, shall be 10 years from the date of signing of this Memorandum of Understanding. Unless opted otherwise by either of the signatory parties to this Memorandum of Understanding, the tenure shall be renewed automatically for another five years from the date of expiry of the first tenure.

**Article 7**

- I. All disagreements / differences of opinion/disputes regarding the interpretation of the provisions of this Memorandum of Understanding shall be resolved by mutual consultation by the signatories.
- II. In case of failure to resolve any such disputed issue, ruling of Chairman, NTRO on such matters, shall be considered binding on both parties.



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