

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called "MOU") is made on this 30th day of November, 2021 by and between **Infosys Limited**, a corporation organized and existing under the laws of India and having its primary place of business at Electronics City, Hosur Road, Bangalore 560 100, India having Registration Number : 013115 CIN : L85110KA1981PLC013115 (hereinafter "Infosys") and (1) **Directorate of Technical Education, Maharashtra , Mumbai** having its primary place of work at 3, Mahapalika Marg, Opp Metro Cinema, Dhobi Talao Mumbai 400001 (hereinafter "DTE") and (2) **Directorate of Higher Education, Maharashtra , Pune** having its primary place of work at Central Building, 3, BJ Medical Rd, Agarkar Nagar, Pune, Maharashtra 411001 (hereinafter "DHE"). DTE, DHE and Infosys being referred to individually as a "Party" or collectively as the "Parties"

Recitals

WHEREAS the **DTE & DHE** seek to utilize the **Infosys Springboard** Platform for learning needs of all students of Polytechnics, Engineering colleges, Pharmacy Colleges , Arts, Science & Commerce Colleges of Maharashtra under **DTE & DHE respectively** (hereinafter referred to as "Services"); towards improving employability of students by developing job-oriented skills. The platform provides access to over 3,900 courses on programming, digital technologies, domain, strategy, project management, process and life skills, developed by Infosys and many other partners: and

WHEREAS Infosys is a global leader in consulting, technology, and outsourcing solutions and has agreed to provide their proprietary Springboard Platform for the Services.

NOW THEREFORE, for and in consideration of the mutual agreements and covenants hereafter set forth, the Parties hereto agree as follows:

1. BROAD SCOPE OF ACTIVITIES

The objective of this MOU is to establish a written document forming a basis under which the Parties may enter into agreements to perform Services as detailed in **Schedule A, B, C, D & E of the MoU**.

2. CONFIDENTIAL AND PROPRIETARY INFORMATION

Each Party acknowledges and agrees that any and all information emanating from the other Party's activity, in any form, including but not limited to information relating to the disclosing party's past, present, or future research, development or business activities is "Confidential and Proprietary Information". Each Party agrees that it will not, during or after the term of this MOU, permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee, agent or representative of the other party who needs such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the disclosing Party in writing. "Confidential and Proprietary Information" is not meant to include any information which (a) is publicly available prior to this MOU or is made publicly available by the disclosing party without restriction; (b) is rightfully received by the receiving party from third parties without accompanying secrecy obligations; (c) is already in the receiving party's possession and was lawfully received from sources other than the disclosing party; or (d) is independently developed by the receiving party. The secrecy of the Confidential and Proprietary Information disclosed pursuant to this MOU shall be maintained for a period of five (5) years following disclosure thereof.

3. DATA PRIVACY:

3.1 Infosys will process personal data (PII) only

- i. in accordance with the terms of the Privacy and Data Protection Agreement signed by the Parties provided under **Schedule E**; or
- ii. on other documented instructions from the DTE and /or DHE

The Parties hereby agree that no PII shall be used for any purposes other than provision of the Services as contemplated under this MOU and no PII shall be transferred outside India for the purpose of the Services contemplated under this MOU.

3.2 With respect to DTE & DHE Personal Data provided by or on behalf of DTE and / or DHE or permitted by DTE/DHE to be provided to Infosys : (a) DTE & DHE will comply with all Laws, including all Laws relating to privacy or data security (b) DTE & DHE will be solely responsible for determining compliance with Laws, and Infosys will not be required to monitor or advise on the Laws; (c) Infosys will create an instance of data after mutual agreement ,conditions/guidance in consultation with the DTE and DHE. This instance shall be used by Infosys for the purpose of services covered under this MoU;(d) in the event of any change to (including changes in interpretation of) a Law which requires a change to all or part of the Service, the Parties may make appropriate adjustments to the terms of the MOU and the Service, as mutually agreed in writing, to the extent that changes to the Services are, in Infosys's discretion, reasonably feasible and practicable; and (e) DTE & DHE will encrypt all DTE & DHE Personal Data, prior to the provision to Infosys of such DTE/DHE Personal Data by or on behalf of DTE and/or DHE or permitted by DTE and/or DHE to be provided to Infosys, or using such in connection with the Services. DTE & DHE are responsible for back up of all DTE & DHE Data.

3.3 Infosys has established, and maintains, a Data Security Program. The existence of the Data Security Program does not relieve DTE & DHE of DTE's & DHE's obligations otherwise described in the MOU.

4. OWNERSHIP AND RESTRICTIONS

As used in this Section 4, the following terms have the respective meanings set forth below:

“Content” means any material hosted or to be hosted on Infosys Springboard including but is not limited to text, data, images, videos, graphics, code or other items.

“HTED” means the Higher & Technical Education Department, Government of Maharashtra.

“DTE” means Directorate of Technical Education, Mumbai, Maharashtra and

“DHE” means the Directorate of Higher Education, Pune, Maharashtra

“ DTE Content” means all the Contents prepared by the Institutes under DTE uploaded by either DTE or institutes under DTE on or make available through Infosys Springboard.

“ DHE Content” means all the Contents prepared by the Institutes under DHE uploaded by either DHE or institutes under DHE on or make available through Infosys Springboard.

“Infosys Content” means all the Content owned by Infosys or licensed to Infosys by any third party.

“Intellectual Property Rights” means all patents, copyrights and related rights, database rights, utility models, design rights, trademarks, service marks, rights in undisclosed or confidential information (such as knowhow, trade secrets and inventions) (whether patentable or not) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world.

4.1 Except as provided herein, this Agreement will not be construed to grant any license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential process, formula, plan, computer program, data or other valuable confidential information or know-how to either party. Each party will own and retain all of its right, title, and interest in and relating to its intellectual property rights in its Products and Services and Confidential Information, both currently used and that which may be developed and used in the future. For avoidance of doubt, all intellectual property rights in Infosys Springboard and Infosys Content will be retained by Infosys. Except otherwise provided in this MOU, DTE and DHE is not permitted to use the Infosys Springboard and Infosys Content.

- 4.2 Each party will have the non-transferable, non-exclusive, revocable license to use the other party's logo(s), trade names(s) and trademarks and the names of its Products ("Marks") identified in **Schedule F**, all in unmodified form, solely for identification purposes in relation to the branding and marketing for the Services described in this MOU. All Marks must be reproduced on all copies of the Products and may not be altered or removed. The party owning a Mark may modify, add or delete any such Marks upon sixty (60) days prior notice to the other party. Each party further agrees to ensure that all such use will comply with good trademark usage practices and the standards of display and trademark usage guidelines provided by the other party and to take no action that would in any way infringe or interfere with the other party's rights in its Marks. Each party agrees to cooperate fully with the other party in facilitating the other party's monitoring and control of the nature and quality of the use of the other party's Marks. Neither party will have any right, title or interest in the Marks of the other party, which will remain its sole and exclusive property, and each party will retain all goodwill inured through the use of their respective Marks and, thus, agrees to assign to the other party any rights that such party may acquire in the applicable Marks by operation of law or otherwise. At no time during or after the term of this MOU will either party challenge or assist others to challenge the other party's Marks or the registration thereof or attempt to register, use or permit the use of any trademarks, marks or trade names confusingly similar to those of the other party.
- 4.3 Infosys grants DTE and DHE a non-exclusive, limited, revocable, non-transferable, non-sublicensable license during the term of this MoU to access and use Infosys Springboard and Infosys Content within the territory of India for educational and non-commercial purposes. DTE and DHE agrees not to distribute, transmit or publicly display any Infosys Content or any derivative work of Infosys Content to any third party. DTE and DHE agree to retain all copyright or other notices fixed on any Infosys Content.
- 4.4 All Intellectual Property Rights in DTE Content and DHE Content will be retained by DTE and DHE. DTE and DHE represent and warrant that it has the necessary rights, licenses or consents to upload the DTE / DHE Content and to authorize end users of Infosys Springboard to access the DTE and DHE Content.
- 4.5 DTE and DHE hereby grants Infosys and its Affiliates a non-exclusive, worldwide, royalty-free, transferable, perpetual, irrevocable license (with right to sub-license) to host, copy, store, modify, distribute, create derivative

work, transmit or publicly display the DTE/DHE Content for the purpose of this MOU.

- 4.6 DTE and DHE agree that Infosys has the right to remove the DTE Content / DHE Content from Infosys Springboard in the event Infosys receives any written notice or grievance from any third-party alleging infringement of its Intellectual Property Rights or violation of any privacy rights of that third party resulting from the DTE / DHE Content Provided however that Infosys shall obtain prior permission of DTE or DHE, as the case may be, before removing such content. The permission requirement for removal of such DTE Content/ DHE Content is not applicable if such removal is mandated by an order of a court of competent jurisdiction.
- 4.7 DTE and DHE agrees to indemnify, defend and hold harmless Infosys, its Affiliates, directors, officers, employees, representatives, and agents for any losses, damages, or expenses incurred by Infosys (including reasonable attorney fees) against any third-party claim arising from the DTE/DHE Content.
- 4.8 DTE and DHE agree not to do, and not to allow or authorize any of its Instructors or third party to do, any of the following:
- a) reverse engineer any aspect of Infosys Springboard or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of Infosys Springboard; and
 - b) develop any third-party applications that interact with Infosys Springboard without our prior written consent.

5. **TERM**

This MOU shall become effective on the date of signing of this MOU ("**Effective Date**") and shall continue for a period of 5 years.

The Parties shall be entitled to terminate this Agreement at any time by giving 90 days written notice of such termination to the other Party. Nothing in this Agreement, shall prevent the Parties from terminating this Agreement immediately if there occurs a material breach of the terms and conditions mentioned herein.

The Parties hereby agree that in the event of any termination under this clause during the middle of any academic year, the Services contemplated under this MOU shall continue till the completion of such academic year.

6. EXPENSES

Each Party will bear the costs and expenses of its performance under this MOU, unless agreed otherwise by the Parties in writing.

7. LIMITATION OF LIABILITY

Except for claims arising due to breach of Section 2, 3, 4 and 9^(h)~~(g)~~, neither Party shall be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.

8. NOTICES

All notices to be given in connection with this MOU shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such notice at the address for such party as follows:

To DTE:

Attention: Director,
Directorate of Technical Education
3, Mahapalika Marg, Opp Metro Cinema,
Mumbai – 400001

To DHE:

Attention: Director,
Directorate of Higher Education,
Central Building, 3, BJ Medical Rd, Agarkar Nagar,
Pune, Maharashtra 411001

To Infosys:

Attention: Thirumala Arohi
Senior Vice President, Head Education Training Assessment, Infosys.
Electronics City, Hosur Road, Bangalore 560 100

With a copy to:

Attention: Priyank Chaudhary
Department: Legal Department Address: Electronics City, Hosur Road,
Bangalore – 560100
Phone: +44 79 19 211 051

Either Party may change such address by notice to the other Party.

9. GENERAL PROVISIONS

- a. "Independent Entities": It is expressly understood that Infosys and DTE/DHE are independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto."
- b. Each party recognizes that although the Parties have a serious intention to collaborate in connection with the Services, the Parties only intend to be bound once the Parties have reached a definite agreement in respect of the Services.
- c. Force Majeure: Each Party shall be excused from any failure to perform or any delay in performing its obligations under this MOU by reasons which arises from causes beyond a Party's reasonable control and not occasioned by its fault or negligence.
- d. Compliance with Laws: Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.
- e. Assignment: Neither Party will have the right to assign or otherwise transfer its rights or obligations under this MoU without receiving the express prior written consent of the other Party, such consent is not unreasonably withheld. Notwithstanding the above or any contrary provision contained in this MoU, the Parties shall have the right to assign this MOU, in whole or in part, to any of their affiliates, parents or subsidiaries, or to any successor by way of merger, consolidation or acquisition of a substantial amount of the assets of said corporation or its parent company.
- f. Dispute Resolution and Arbitration: In the event of any dispute arising out of or in connection with this MOU, the Parties will attempt in good faith to resolve such dispute through negotiations between them. Where the parties are unable to resolve a dispute by means of negotiation, the dispute shall be finally settled by arbitration conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 as in effect on the Effective Date of this MOU. Such disputes will be resolved by a single

arbitrator appointed by the parties after mutual agreement. The seat of arbitration will be Mumbai, India. The language of the arbitration will be English. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.

- g. Governing Law: This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India, excluding any laws that direct the application of another jurisdiction's laws.
- h. Non-Hire: Except as otherwise expressly agreed to by the other Party in writing, each Party agrees not to directly or indirectly or through third parties solicit or hire for employment any of other Party's employees involved in the provision of Services under this MOU during the term of this MOU and for a period of one (1) year following its completion or termination.

IN WITNESS WHEREOF, the parties have executed this MOU by their authorized representatives as of the date first written above.

Infosys Limited

**1) Directorate of Technical Education
Govt. Of Maharashtra**



Authorized Signatory
Name: Thirumala Arohi
Designation: Senior Vice President,
Head Education Training Assessment

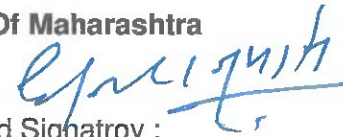
Head-Education, Training and Assessment
INFOSYS LIMITED
Education, Training & Assessment
44, Electronics City, Hosur Road
Bangalore - 560 100 INDIA



Authorized Signatory
Name: Dr Abhay Wagh
Designation: Director
Technical Education, Government
of Maharashtra, Mumbai

(Dr. Abhay Wagh)
Director
Directorate of Technical Education
M. S., Mumbai.

**2) Directorate of Higher Education,
Govt. Of Maharashtra**



Authorized Signatory :
Name :Dr Dhanaraj Mane
Designation : Director,
Higher Education, Govt. of
Maharashtra Pune

SCHEDULE - A

Infosys Springboard Scope and Details of the Services

Infosys has launched Springboard initiative to accelerate progress on its ESG goal to expand digital reskilling initiatives to 10 million plus people by 2025. As part of Infosys CSR, Infosys Springboard provides a curriculum-rich virtual platform that delivers corporate-grade learning experiences, on any device, with closer educator-learner collaboration for students from Class 6 to lifelong learners. This, alongside formal education, helps accelerate digital reskilling for participating learners, ranging from school and college students to professionals and adults.

Infosys Springboard's holistic set of courses, powered by Infosys Wingspan and developed in collaboration with world-leading digital educators like Coursera and Learnship, takes advantage of Infosys' 4 decades of rich experience in employee and broad-based student competency development. It is also fully aligned with India's National Education Policy 2020. The learning program is particularly well-suited to grow vocational skills in addition to soft skills. Masterclasses, programming challenges, practice areas and playgrounds for experimentation make the training immersive for all. The assessment formats that follow are new-age ready with certification for learners who pass the virtual proctored examination. Nearly 600,000 learners and 400+ education institutions, NGOs and support groups are already onboard Infosys Springboard.

Infosys Springboard empowers:

- Students to 'learn by doing' and develop holistically in preparation for emerging jobs and career opportunities
- Women with a focused learning microsite, specialized resources and expert mentors for holistic development as planned and scheduled events
- Working professionals with advanced digital skills to prepare them for new age and emerging roles of future.
- Teachers to better collaborate with learners on their skilling journey using the platform's engagement features
- NGOs to extend learning benefits more broadly, especially to the underserved sections of society

Infosys Springboard will further amplify ongoing programs like Infosys Campus Connect to deepen industry-academia relationships, Infosys Catch Them Young annual training program in Information Technology for high school students and Aspire and Achieve workshops for aspiring professionals. Infosys Springboard is now available on both Play Store and App Store.

Following are some of the new learning initiatives and capabilities launched recently.

- i. Infosys CoderZen, for learning programming languages Java, Python, C#, JavaScript and more.
- ii. Virtual / digital classroom capabilities which can be leveraged by the institutions to conduct their regular online classes.
- iii. Video Proctored Exam / Assessments environments which can be used by institutions to conduct online test.

All of the above features including Telemetry, customized microsite, Virtual Digital Classrooms and Video proctored Exam environments are available for institutions to leverage.

College students have access to quality content in professional programming, Playgrounds for all emerging technologies, domain skills, project management skills from leading content providers in the world. They also have access to certification programs which will improve their employability.

1. The Parties will work together to develop a plan for performing the Services contemplated under this MOU. The plan may include, among other things, conducting joint branding and marketing calls, joint presentations, developing branding and development proposals, determining user interface strategy and user needs.
2. DTE & DHE and institutes under DTE & DHE respectively are solely responsible for, and Infosys has no responsibility or liability to DTE & DHE or to any Person for: (a) DTE & DHE content; (b) determining the suitability or the legality of the DTE & DHE content; (c) use of the Services and compliance with all Laws in use of the Services; (d) compliance of DTE & DHE content with Laws; (e) ensuring the DTE & DHE content does not contain prohibited Data or any other restricted or Confidential Information.

3. DTE &DHE and institutes under DTE & DHE will be solely responsible and liable for acts or omissions of the selected students, including as applicable to their use of the Springboard Platform and DTE & DHE credentials for access to the Springboard Platform. DTE & DHE and Institutes under DTE & DHE will be solely responsible for the use of the Springboard Platform or its Services by, and Content or information from, the selected students. No license rights are granted herein except if expressly mentioned. Infosys reserves all rights not otherwise expressly granted hereunder.
4. DTE &DHE will not permit any person, directly or indirectly, to: (a) use the Springboard Platform and consume the Services for any purpose other than as permitted under this MOU.

SCHEDULE - B

Faculty Enablement Program

Human capital has been amplified through focus on Work, Workplace, and Workforce in the Fourth Industrial Revolution. Through Infosys Springboard, we attempt to share with you the Infosys way of building a Culture of Lifelong Learning over the years, our trials and experiments, our learning and progress. It covers Learning Experience, an introduction to Learning Platforms, and the way features work their magic along with advanced telemetry. Infosys has a clear of vision and strategy for future of learning and adoptions of technology in learning.

The next generation of learning will require entire ecosystems to come together – from governments and institutions to enterprises and technology partners to managers and employees. At Infosys, we are focused on bringing these moving parts together to truly impact the way we upskill and learn. We are making the world future-ready, and the Infosys Springboard is a step in that direction.

At Infosys, we believe in lifelong learning for our employees, and competency development continues to be a key area of strategic focus for us. The formal Education and Training Division was set up more than three decades ago and has been at the forefront of driving employee learning and development programs using a combination of innovative technology, content, and deep expertise of our people.

Today with emerging technologies, new delivery models, changing talent demographics, geopolitical challenges, and now the COVID-19 situation and its aftermath are some of the forces disrupting and changing the talent needs of every industry. In this context, following are the core principles that have guided us in our talent transformation journey. We believe same thing is applicable for educational institutes at large

1. **Motivating to learn:** To be successful in driving this transformation, we had to ensure all barriers to learning are removed. This would ensure learners are able to access resources anytime, anywhere, and on any device – thereby taking complete control of how they want to manage their learning journey.
2. **Leveraging the Teacher-Student relationship:** For learning efforts to be effective, we saw a need for creating an active role for teachers in supporting and guiding their students in their learning journeys.

3. **just-in-time learning:** Trends indicated that people prefer to learn on the go, at their convenience, and just-in-time of the need. For this to happen, content had to be organized in micro-learning modules and thus meet the needs of different personas within the institution.
4. **Learning experience:** Most learners are used to digital experiences on platforms like Netflix, Amazon Prime shopping, YouTube, etc. Digital learning solutions that we set out to develop also had to be designed to provide such experiences.
5. **Ready for the future while delivering excellence today:** The Agile ways of working marked by shorter and continuous release cycles meant that there is a need to balance today's challenges with tomorrow's opportunities. Learning programs and courses had to be designed to meet these needs.

Teachers and educators play a pivotal role in enabling and preparing the students for their career aspirations. Infosys Springboard will make this process efficient and intuitive.

Professors and faculty members of colleges under DTE &DHE can make use of Infosys' expertise and Springboard platform as follows to amplify the impact.

- Infosys and Higher & Technical Education Department (DTE &DHE) have agreed that Infosys will design and deliver exclusive Faculty Development Program to the faculty of colleges under DTE & DHE .
- The faculty development program will consist of series of sessions on the following aspects
 - "Facilitate to Engage "course towards effective teaching techniques.
 - Instructional design and content creation.
 - Introduction and awareness to emerging and digital technologies
 - How to leverage online platform for effective learner engagement
 - Authoring courses and assessments on online platforms.
- The program will be delivered online virtually by Infosys experts. At a later stage, depending on Covid protocol, the program can be planned to be hosted either at Infosys campus or at DTE &DHE recommended venue.
- In addition, faculty can upskill themselves and learn new skills through the courses available on Springboard platform.
- Faculty can conduct Virtual classes on the platform and conduct online assessments for their students.
- Faculty can use the courses available on springboard for including in the curriculum and as elective subjects.

- Faculty can create Microsites for their respective institutions and curate prescriptive content for their students.
- Faculty can create their own profile and learning reference materials and discussion forum through knowledge board feature.

SCHEDULE C

Support to Maharashtra Faculty Development Academy (MSFDA)

HTED Maharashtra has embarked on a mission to "Transform higher educational landscape, through continuous professional development of teachers in Higher Education Institutes (HEIs) of Maharashtra". The MSFDA is in a unique position to influence reforms in the higher education as envisaged by the NEP 2020 by engaging with and motivating the faculty. The focus of trainings and the USP of MSFDA will be development of holistic learning and overall development as a human being. This will be critical for societal change.

USP and Approach of MSFDA

The MSFDA will focus on training, incorporating the following key principles and approaches emanating from NEP 2020.

- 1) Experiential learning, creativity, and innovation:
- 2) Learning beyond knowledge:
- 3) Multidisciplinary Education:
- 4) Scientific and rational thinking:
- 5) Networking with practitioners, expert institutions, HEIs:
- 6) Diversity and inclusion:

There will be six Centers in MSFDA to carry out trainings/work in their respective areas. Each Centre will be managed by a Centre coordinator assisted by an Administrative Assistant.

The Six Centers are:

- (a) Centre for Multi-disciplinary curriculum & pedagogy :
- (b) Centre for Leadership Development:
- (c) Centre for Inclusion & Diversity:
- (d) Centre for Innovation & Cutting-edge technology:
- (e) Centre for Resources:
- (f) Centre for Networking:

Infosys will be supporting HTED in the following areas

Training teachers'/faculty development program in following areas:

- a) Digital Content creation- DTE & DHE faculty will leverage excellent recording studio setup @ MSFDA, faculty will be trained to develop the e-contents of the popular courses and the same can be hosted on DTE & DHE Microsite on Infosys Springboard for the benefit of all students and faculty.
- b) Awareness of emerging and digital technologies: - leveraging 3900+ courses, faculty of institutes under DTE & DHE can enhance their knowledge on emerging technologies/areas like data science, artificial intelligence, machine learning etc. and enriching their knowledge and skill.
- c) Online platform for effective learner engagement: Development of learning management tools/ systems (LMS) for Faculty who can conduct Virtual classes on the platform using Infosys Meridian and live Quiz and conduct online assessments and certifications for their students.
- d) Faculty can create their own profile and learning reference materials and discussion forum through knowledge board feature.
- e) All the features listed in Schedule A [Infosys Springboard] are relevant to MSFDA and helps to achieve their vision.
- e)f) Infosys will help MSFDA in organising trainings pertaining to 'Centre for Innovation and cutting-edge technology' and 'Centre for Leadership'. The exact modalities of such collaboration will be separately worked out mutually between Infosys and MSFDA

SCHEDULE-D

Strengthening of Government College of Engineering, Ratnagiri and Institute of Science, Nagpur

Scope and Details of Services

Preamble: Government College of Engineering, Ratnagiri has been established during 2021 with five cutting edge branches in engineering, namely Mechatronics Engineering, Civil and Infrastructure Engineering, Food Technology and Management, Electrical Engineering, Artificial Intelligence and Data Science. Institute is approved by All India Council for Technical Education, New Delhi and Government of Maharashtra. It is affiliated to Dr Babasaheb Ambedkar Technological University (BATU), Lonere, Dist. Raigad for academics and award of degree.

Teachers and educators play a pivotal role in enabling and preparing the students for their career aspirations. Infosys Springboard will make this process efficient and intuitive, especially for Government College of Engineering, Ratnagiri and Institute of Science, Nagpur.

The professors and students at Government College of Engineering, Ratnagiri and Institute of Science, Nagpur under DTE & DHE can make use of Infosys's expertise and Springboard platform as follows to achieve the goal.

- The faculty development program especially for Government College of Engineering, Ratnagiri and Institute of Science, Nagpur will cover following aspects :
 - courses in effective learning techniques.
 - Mentoring in instructional design and content creation.
 - awareness of emerging technologies.
 - Digital Content creation- Faculty will be trained to develop the e-contents of the popular courses and the same can be hosted on DTE &

DHE Microsite on Infosys Springboard for the benefit of all students and faculty.

- Faculty can create their own profile and learning materials and discussion forum through knowledge board feature.
- Faculty can use the courses available on springboard for including in the curriculum and elective courses.
- Faculty can conduct virtual classes on the platform and conduct online assessment.
- The academic support for training the students and enhancing the employability of students at Government College of Engineering, Ratnagiri and Institute of Science, Nagpur will consist of following aspects:
 - free and fair access of all the courses and certifications to the students in emerging technologies which are relevant to industry on Infosys Springboard platform.
 - Assessment and evaluation of the students for the registered courses.
 - mentoring and guidance to the students in selecting career path and enabling them for industry ready on best effort basis
 - Students can participate in project and internship programs on Springboard.
- LMS : Online platform for effective learner engagement: Development of learning management tools/ systems (LMS) for Faculty who can conduct Virtual classes on the platform using Infosys Meridian and live Quiz and conduct online assessments and certifications for their students.

SCHEDULE - E

PRIVACY & DATA PROTECTION AGREEMENT

On the Processing of Personal Information/Data by Contract

("Data Processing Agreement"/ "DPA")

By and Between "Infosys"

[Infosys Limited] (and their subsidiaries, parent and affiliates)

And "DTE & DHE"

[1. Directorate of Technical Education Department, and 2. Directorate of Higher Education, Govt of Maharashtra]
(and their subsidiaries, parent and affiliates)
each a "Party"; together "Parties"

1. Definitions:

- i. **'Personal data/information'** (hereinafter "PI") shall mean any information/data relating to an identified or identifiable natural person ('data subject'). For the purpose of this definition, PI may also include **Sensitive Personal Information**, as per Applicable Privacy Laws, including without limited to (i) a first name, last name or initials; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other online contact information; (iv) a telephone number; (v) a social security number, tax ID number or other government-issued identifier; (vi) an Internet Protocol ("IP") address or host name that identifies an individual; (vii) a persistent identifier held in a "cookie" that is combined with other available data that identifies an individual; (viii) birth dates. (ix) Personally, identifiable financial information, passport related details, (x) PHI (Protected Health Information) identifiers, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, health or sex life. Additionally, to the extent any other information (such as, but not necessarily limited to, IP addresses, other unique identifier, or biometric information) is associated or combined with PI, then such information also will be considered PI. PI may as well include information relating to legal entities, if so, required by the applicable law.
- ii. **'Applicable Privacy Laws'** refers to all laws, rules, regulations and standards that are designed to protect the privacy rights or privacy expectations of the Parties (the term includes all subsidiaries and affiliates of the Parties), their employees, clients and client - customers and any other third-party vendors.

- iii. **'Data Controller'** or **'Controller'** means the entity that determines the purposes and means of Processing of Personal Data, either alone or jointly with another entity.
- iv. **'Data Subject'** means any individual whose Personal Information is collected, used and/or processed under this DPA for the business purpose(s) of the Parties. Explanation: list includes employees, clients, client customers, agents, contractors.
- v. **'Technical and Organizational Security Measures'** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
- vi. **'Personal Data' Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- vii. **'Processing'** or any other derivative thereof, means any operation or set of operations performed upon PI, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, erasure or destruction.

2. Processing of Personal Data

- i. The parties agree that in connection with the main service agreement (hereinafter "Agreement"), DTE & DHE and Infosys shall each act as a data controller with regard to use and processing of personal information for the purposes contemplated by the Agreement. The Parties shall each comply with Applicable Privacy Laws directly applicable to their respective use of each other's Personal Information, relating to the collection, use, processing, protection or disclosure of Personal Information, in the course of carrying out their respective obligations under this Agreement. Both Parties agree to negotiate in good faith to amend the DPA and the Agreement as necessary to address changes to Applicable Privacy Laws.

- ii. If DTE & DHE provides Infosys with Personal Information under this Agreement, DTE & DHE agree to provide all relevant notices and obtain any consents required to share the information with Infosys and such notices and consents must sufficiently inform data subjects of the purposes for which personal information is collected.
- iii. Infosys agrees in respect of any such PI supplied to it by DTE & DHE, that it shall: (a) only act as necessary for the purpose of rendering services warranted; (b) regarding the processing of such PI under this Agreement it shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of PI and against accidental loss or destruction of, or damage to, the personal data; and (c) comply with any reasonable request made by DTE & DHE to ensure compliance with the measures contained in this Section. Infosys will not process, or refrain from processing, and act in a manner that puts DTE & DHE in breach under the Applicable Privacy Laws; and shall indemnify DTE & DHE and its officers, directors and employees for any breach of any Applicable Privacy Laws, which renders DTE & DHE liable for any costs, claims or expenses.
- iv. Nothing in this Agreement shall be deemed to prevent the Parties from taking steps it reasonably deems necessary to comply with the Applicable Privacy Laws.
- v. For the purposes of this DPA, "Applicable Privacy Laws" means all laws, codes, statutes, rules and regulations with which each Party is legally obliged to comply during the term of this Agreement.

Infosys Limited



Authorized Signatory

Name: Thirumala Arohi

Designation: Senior Vice President,
Head Education Training Assessment

Head-Education, Training and Assessment

INFOSYS LIMITED

Education, Training & Assessment

44, Electronics City, Hosur Road
Bangalore - 560 100 INDIA

1) Directorate of Technical Education

Govt. Of Maharashtra



(Dr. Abhay Wagh)
Director

Authorized Signatory

Name: Dr Abhay Wagh

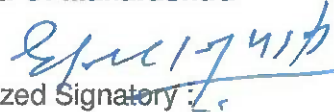
Designation: Director

Technical Education, Government
Maharashtra, Mumbai

Directorate of Technical Education
M. S., Mumbai.

2) Directorate of Higher Education,

Govt. Of Maharashtra



Authorized Signatory

Name :Dr_Dhanaraj Mane

Designation : Director,

Higher Education, Govt. of
Maharashtra Pune

Schedule - F

Logos.



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