Infosys

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between Infosys Ltd, a company incorporated under the laws of India with its registered office at Electronics City, Hosur Road, Bangalore – 560 100, India (hereafter referred to as "Infosys"); and **Maharashtra Institute of Technology, Aurangabad** a university / engineering college committed to educational excellence having its office **N.H. 211, Beed bypass Road, Aurangabad - 431005**(hereafter referred to as "Partner").

RECITALS:

A.   WHEREAS Partner has been established for the purpose of enriching the technical education process and to jointly work for enhancing the quality of education imparted to students of all the engineering disciplines in the field of Information Technology (IT).

B.   AND WHEREAS Infosys wishes to collaborate with the Partner for the purpose of enriching the technical education in new subject areas, learning-teaching process and to jointly work for enhancing the quality of education imparted to students of all the Information Technology ("IT") disciplines.

C.   AND WHEREAS Partner with assistance from Infosys has goals for enhancing the quality of the technical education for students thereby enabling them to meet the industry needs and to be recognized globally.

NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1.   This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the Partner and for the specific purposes detailed in Annexure I of this MOU

2.   Intentionally Omitted

3.   The Partner shall be responsible for providing the requisite infrastructure, network and internet access and any other facility required for the education and training.

4.   It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure I of this MOU shall be the subject matter of separate definitive agreements to be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable, provided always the decision whether to initiate and/or implement any

6. This Agreement will not apply to any information that (i) is or becomes publicly available without breach of this Agreement; (ii) is known by the Recipient without any confidentiality obligation, (iii) is rightfully received from a third party who did not acquire such information by a wrongful or tortuous act; is (iv) is independently developed by the Recipient or (vi) is authorized by the Discloser for release.

7. If a governmental entity or legal authority requires the Recipient to disclose Confidential Information, the Recipient will give the Discloser prompt written notice sufficient to allow the Discloser to seek a protective order. The Recipient will also use reasonable efforts to obtain confidential treatment for any such Confidential Information.

8. No rights are granted to use the Confidential Information except for the express limited rights stated in this Agreement. The Confidential Information remains the exclusive property of the Discloser.

9. This Agreement shall be governed by the laws of India, and both parties further consent to jurisdiction by the courts in Bangalore, India.

10. Discloser may terminate this Agreement by providing thirty (30) days written notice to the Recipient. Any terms of this Agreement, which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

11. The parties will comply with all applicable export and import laws and regulations to the extent they apply to the Confidential Information.

12. The receipt of Confidential Information under this Agreement will not limit the Recipient from providing or developing products or services which may be competitive with products or services of the Discloser or assigning responsibilities to its employees, agents or subcontractors.

This Agreement is the entire agreement regarding the use and disclosure of Confidential Information, and replaces any prior oral or written communications between us regarding these disclosures. By signing below, each party agrees to the terms of this Agreement. This Agreement may only be altered or modified by written instrument duly executed by both parties. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy facsimile or digital image) is considered an original.

The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties. This Agreement will be effective as of the Effective Date listed below.

13. On the termination or expiry of this MOU or when requested by Infosys, the Partner undertakes to return all materials to Infosys without any delay.

14. Except as otherwise expressly agreed to by Partner in writing, during the period of their involvement with the provision of the MOU and a further period of one (1) year thereafter, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of Infosys's current or previous employees.

15. Both the parties agree that Infosys is not obliged on account of this MOU to recruit any fixed number of students from the Partner.

16. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.

17. Indemnity:

    Partner agrees to defend, indemnify, and hold harmless Infosys, its affiliates, directors, officers, employees, representatives, and agents from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with any alleged or actual:

    a. any negligence, willful misconduct, fraud, misrepresentation, and or violation by Partner of any governmental laws, rules, ordinances, or regulations;
    a. breach of confidentiality and/or data privacy obligations under this MOU, by Partner;

18. Except for claims arising due to any gross negligence, willful misconduct, fraud, misrepresentation by Infosys, Infosys shall not be liable to the Partner for any direct damages, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) arising out of or in connection with this MOU.

19. 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.

20. Save and except for Clause 6, Clause 7 and Clause 8, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under international law or the laws of the country of the respective parties or any other applicable law.

21. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.

22. This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India and courts in Bangalore, excluding any laws that direct the application of another jurisdiction's laws.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.
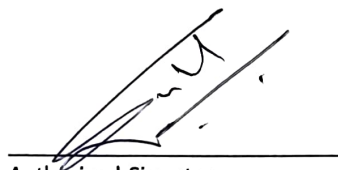
Date: 11/Jan/22

Date: 08-12-2021

Place: Bangalore.

Place: Aurangabad

Name: Sundar K S

Name: Dr. Santosh Bhosle

Designation: Associate Vice President &Head-, Campus Connect Education, Training & Assessment Dept., Infosys Ltd.

Designation: Director

Institute: **Maharashtra Institute of Technology, Aurangabad**

Signature:

Signature:

Authorized Signatory
For Infosys

Authorized Signatory
For Partner

Director
Maharashtra Institute of Technology,
Aurangabad
(An Autonomous Institute)

Seal:

Seal:

Associate Vice President
Infosys Limited
Head Campus Connect Education
Training & Assessment
44, Electronic City, Hosur Road
Bangalore - 560 100. India

MIT
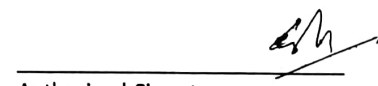Maharashtra Institute of Technology, Aurangabad
An Autonomous Institute

ANNEXURE I

PURPOSE / SCOPE OF THE COLLABORATION:

Infosys shall facilitate and share inputs with University / College for imparting technical and soft skills / professional skill training to the students. The scope and contents of courses / training programs will be decided by Infosys. The details shown in Annexure I are only indicative guidelines, and Infosys may change the following at short notice at its discretion.

Student / Education
1. Publish Infosys courseware on the digital platform and provide access
2. Offer Infosys certifications
3. Technical seminar/webinar for students on niche technology areas
4. Provide SME to deliver sessions in conferences at the national/ international level in the college / Seminars/ Contests based on availability
5. Increase employability by providing technical and soft skills training
   a. Foundation program course(Covering Programming and Database fundamentals)
   b. Make available Online content Digital basics on niche technology areas and soft/professional skills
   c. Student webinars/workshops/events aimed at preparation to Infosys certifications subject to demand and availability of Infosys SME
6. Visit to Infosys Development Centres based on availability and guidelines prescribed by the respective development centers of Infosys.

Faculty
1. Sharing of Industry oriented-courseware
   a. Foundation program course(Covering Programming and Database fundamentals)
   b. Make available Online content Digital basics on niche technology areas and soft skills
2. Faculty Enablement Programs
   a. Foundation program course(Covering Programming and Database fundamentals)
   b. Elective subjects/trending IT areas
3. Provide SME sessions for selected niche technology areas subject to demand and availability of SME from Infosys

University / College
1. Infosys electives/microcredit courses for educational institutions will be provided by Infosys wherever applicable. The list will be updated as per latest technology trends and needs of colleges.
   Note: Colleges can choose from among the provided elective/microcredit course areas

Infosys

2. Strengthen relationship with Universities / Colleges through collaborative meetings and events
3. Work with education bodies / universities to induct the industry relevant curriculum into the college curriculum through BOS or academic council meeting.

Metrics for MoU Renewal:
Note : Weightages are attached to each of the activities.

Sl No	Item	Minimum Number / Volume (in two years)	Weightage
1	Infosys certification / completion of courses on Infosys digital platform	Active learning with considerable learning time by students and faculty members on the Infosys digital platform	30
2	Infosys suggested Industry Elective / microcredit / professional skills programs	Students and faculty to adopt the mentioned courses/certifications and clear them	30
3	Faculty Enablement Program (FEP) / Industry Visits / Seminars / Webinars / Student Workshops / SPOC meetings	Active participation in events conducted by Infosys	20
4	Consumption of Digital content on Infosys digital platform	Active consumption of content by learners of educational institutions	20
			100

MOU Renewal Criteria:
The actual weightage for a college would be decided by Infosys team based on the participation of the colleges in the given activities. Institutes should achieve a minimum of 65% to qualify for renewal of the RMOU.

ANNEXURE II

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Nondisclosure Agreement ("Agreement") is formed between **Maharashtra Institute of Technology, Aurangabad** ("Recipient/Vendor") and Infosys Limited ("Discloser") to share Confidential Information for the purpose of assessing **information and documents shared by Infosys for enhancing quality of the educational experience of students** ("Purpose")

AGREEMENT

1. Infosys shall be a Discloser of Confidential Information under this Agreement.

2. Confidential Information means information of Infosys that is not generally known to the public, identified with either a restrictive legend, or where the circumstances surrounding disclosure indicate the information is confidential. Confidential Information includes information relating to financing strategies, organizational strategies, trade secret information, financial information, pricing policies, operational methods, marketing information and other business affairs of Discloser relating to the Business. Oral, visual or written communication made to each other shall be considered to be Confidential.

3. The Recipient may disclose Confidential Information only to (1) its employees, agents, subcontractors; (2) entities controlled by, under common control or controlling it; (3) those having a need to know the Confidential Information for the Purpose or otherwise for the benefit of the Discloser and (4) those who have an obligation not to further disclose the Confidential Information.

4. The term of this Agreement shall be co-terminus with MOU. The obligations stated in this Agreement shall survive for perpetuity post termination or expiration of this Agreement. Upon the request of the Discloser all records, any compositions, articles, documents and other items which contain, disclose and/or embody any Confidential Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), regardless of the person causing the same to be in such form, shall be returned to Discloser or destroyed by the Recipient, and the Recipient will certify that the provisions of this paragraph have been complied with.

5. The Recipient will use at least the same care, but no less than reasonable care, to avoid disclosure of the Discloser's Confidential Information as it uses with its own Confidential Information and will use the Discloser's Information only for the purpose for which it was disclosed.

proposed cooperative projects shall be subject to the availability of funds and human resources on the part of each Party.

5. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.

6. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.

7. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.

8. Notwithstanding any other provision of this MOU, neither party shall have any right to use any trademarks or trade name of the other party, nor to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication without the prior written approval of the other party

9. All information which has been disclosed to or obtained by either party at any time during the implementation of this MOU, is confidential information. For this purpose, the parties agree to sign the binding non-disclosure agreement in Annexure II.

10. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of two (2) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providingthree (3) months written notice to the other party.

11. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed received: -

(i)   If sent by registered mail, three (3) days after posting;
(ii)   If by hand, on the day of delivery; and
(iii)   If sent by telex or facsimile to the correct number or designated address within seventy-two (72) working hours.

12. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration, and co-operate with each other in duly carrying out the obligation agreed upon.

13. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.

EFFECTIVE DATE: 03 Dec 2021

Vendor:

Signature _____

Name___ Dr. Santosh Bhosle

Title___ Director

Date___ 08-12-2021

(MIT stamp: Maharashtra Institute of Technology, Aurangabad — An Autonomous Institute)

Infosys Limited

Signature _____

Name___ Sundar K.S

Title_____ Associate Vice President

Date_____ 11/Jan/22.

Infosys Limited
Head Campus Connect Education
Training & Assessment
44, Electronic City, Hosur Road
Bangalore - 560 100. India