

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)
with its registered office at

[Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore -560100, Karnataka, India]

And

"Partner"

[Adichunchanagiri University, formerly BGS Institute of Technology] (and their subsidiaries, parent,
and affiliates)

with its registered office at

[(Approved by AICTE, New Delhi), BG Nagara-571448, Nagamangala Taluk, Mandya
District, Karnataka]

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"), Partner 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 Partner provides Infosys with Personal Information under this Agreement, Partner agrees 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. The Partner agrees in respect of any such PI supplied to it by Infosys that it shall: (a) only act as necessary for the purpose of rendering services warranted by Infosys; (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 Infosys to ensure compliance with the measures contained in this Section. The Partner will not process, or refrain from processing, any act that puts Infosys in breach under the Applicable Privacy Laws and shall indemnify Infosys and its officers, directors and employees for any breach of any Applicable Privacy Laws, which renders Infosys 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.

For Infosys

Date: _____

Place: **Bangalore**

Name: **Mr. Thirumala Arohi**

Title: **Senior Vice President and Head,
Education Training and Assessment**

Signature (with seal): _____

For Partner

Date: **11/30/2021**

Place: **BG Nagara**

Name: **Dr. Narendra B K**

Title: **Principal, BGS Institute of Technology**

Signature (with seal): *Narendra* 30/11/21

Principal

BGS Institute of Technology

B G Nagara - 571 948

Nagamangala Tq. Mandya Dist.

- Please fill all the required fields in detail.
- Post entering all the details, print this entire document and get the wet signature (handwritten) by authorized signatory along with Institution / organization's official seal.
- Post the signature please scan and share the duly signed PDF copy to Springboard-support@infosys.com