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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and entered as of the30th of **Dec** of 2024 ("**Effective Date**"), by and between: Dec 2024 to Dec 2026

Genpact India Private Limited, a company incorporated and registered under the Companies Act, 1956 and having its Registered Office : 12A, (Ground Floor), Prakash Deep Building, Tolstoy Marg, New Delhi - 110001 and corporate office at Sector Road, Sector 53, Phase V, DLF City, Gurgaon – 122 002, Haryana, hereinafter referred to as "GENPACT" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its affiliates, successors and assigns) of the FIRST PART;

And

BALAJI INSTITUTE OF MANAGEMENT SCIENCES instituted in accordance with **Affiliated to JNTU Hyderabad** incorporated under laws of India, having its office at Narsampet, Laknepally, Telangana 506331represented by its Registrar Dr.L.Sampath, (hereinafter referred to as "BALAJI INSTITUTE OF MANAGEMENT SCIENCES" which expression shall mean and include its successors-in-interest, executors and permitted assigns) of the **SECOND PART**.

This Memorandum of Understanding (this "MOU") between BALAJI INSTITUTE OF MANAGEMENT SCIENCES and GENPACT will enable furthering industry - academic linkage for mutual benefit. The two parties wish to enter a mutually beneficial understanding, wherein GENPACT will leverage the academic excellence and pursuits of BALAJI INSTITUTE OF MANAGEMENT SCIENCES and likewise BALAJI INSTITUTE OF MANAGEMENT SCIENCES will benefit from the industrial institutional interface from GENPACT.

Scope of Engagement

1. General

The objective of this MOU is to facilitate an industry and academic link for mutual benefit and does not involve any financial or other obligations for either party.

BALAJI INSTITUTE OF MANAGEMENT SCIENCES will provide all such assistance that is required to generate interest in students to opt for the elective.

GENPACT is entering into this MOU to have access to a wider pool of potential recruits. However, it is explicitly agreed between the parties that this MOU does not constitute any sort of an agreement or obligation or commitment by GENPACT to absorb or provide employment to students at BALAJI INSTITUTE OF MANAGEMENT SCIENCES.

2. Infrastructure

The Parties shall mutually agree upon the resources in the form of infrastructure and people in order to achieve the objectives stated in this MOU. Each Party shall be responsible for its own costs and expenses arising from its performance under this MOU.

Wherever required BALAJI INSTITUTE OF MANAGEMENT SCIENCES shall provide physical and or virtual infrastructure for the conduct of classes, labs, and assessments. GENPACT will provide recommendations on the infrastructure requirements (hardware/software) for the course.

GENPACT will recommend free and open-sourcesoftware/learning content to be used in case of remote learning.

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3. Training Material:

GENPACT will provide the below items, to enable University/BALAJI INSTITUTE OF MANAGEMENT SCIENCES faculty to conduct the sessions:

- Learning objectives/outcomes
- Course content outline
  - Topic detailing - subtopics and scope coverage for lecture and practical sessions
  - Open-source references for content, attached hereto as Annexure 1

4. Assessments

There will be a mandatory pre assessment and final assessment, with theory and practical sections. Assessments will be conducted by the University/BALAJI INSTITUTE OF MANAGEMENT SCIENCES, based on evaluation rubrics and suggested marking distribution provided by GENPACT.

5. Faculty and Staff Development

The faculty of BALAJI INSTITUTE OF MANAGEMENT SCIENCES will be utilized for training programs. Faculty will be responsible for conducting lecture/practical sessions, conducting, and evaluating assessments as per the scope and schedule provided by GENPACT, including but not limited to clause 3above.

GENPACT shall, to the extent required and subject to availability, make available its Leaders to interact with the students on latest happenings in the industry. If and where needed, a Genpact subject matter expert will hold sessions on specific topics.

6. Steering Committee

BALAJI INSTITUTE OF MANAGEMENT SCIENCES and GENPACT shall jointly constitute a Steering Committee which shall comprise of four members, two nominees of each party. The said committee shall be constituted within 30 days from the date of execution of this MOU.

The Steering Committee shall monitor the implementation of the objectives of this MOU and shall meet at least once in 2 months to review progress and to take appropriate decisions.

7. Financial Terms

Neither GENPACT nor BALAJI INSTITUTE OF MANAGEMENT SCIENCES will receive any compensation or consideration in return for the support covered under this MOU. Neither GENPACT nor BALAJI INSTITUTE OF MANAGEMENT SCIENCES is required to provide any fund or scholarship under the scope of this MOU.

GENPACT shall not be liable for any payment or reimbursement of any cost towards BALAJI INSTITUTE OF MANAGEMENT SCIENCES or any other third party under this MOU.

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8. Branding and Advertisement

GENPACT will be allowed to place banners, posters, digital displays, and promotional booths in designated areas post approval and agreement from BALAJI INSTITUTE OF MANAGEMENT SCIENCES branding and marketing team.

9. Term and Termination

It is agreed that the Parties shall jointly explore and work together for a period of 2 years from the Effective Date hereof i.e until Dec 2026 to give effect to the intent and purpose of this MOU, and which may be extended by such further period as may be mutually agreed upon by the Parties in writing. However, either party may terminate this MOU without giving any reason thereof but after giving notice of 30 days to the other party. This MOU may be terminated by either Party upon written notice to the other Party if the other Party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach.

10. Exclusivity

Both Parties hereby agree that this MOU is entered on non-exclusive basis and that both Parties shall have the right and the discretion to enter into similar agreements and arrangements with other parties also.

11. Force Majeure

Neither party shall be liable for any delay or failure in performance of its obligations under this MOU, to the extent such failure or delay is the actual and direct result of acts such as fire, flood, earthquake, embargo, acts of civil or military unrest, epidemics, pandemics, war, riots or any other similar cause that are beyond such non-performing party's reasonable control (collectively "Force Majeure Event"),

Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused from its non-performance or observance of the affected obligation(s), for as long as such circumstances prevail, and such party continues to attempt to recommence performance using best efforts without delay. The party suffering Force Majeure Event shall give prompt notice to the other party, giving details of the event, its consequences and what actions it proposed to alleviate the situation along with the duration to recover from performing under this MOU. The party so affected shall use all reasonable endeavors to mitigate the effect and alleviate the act or condition in question and shall promptly resume performance when the causes are removed.

12. Entire agreement

This MOU constitutes the entire understanding between the Parties and may not be modified or amended, except as mutually agreed in writing and signed by both the Parties. This MOU supersedes any other prior arrangement or agreement hitherto before made by the Parties with respect to the subject matter hereof.

13. Legal status of the parties

This MOU shall not be construed as any agency, company, joint venture, partnership or any other business relationship between the Parties and neither party shall have any authority or power to bind the other or to contract in the name of nor create any liability against the other in any way for any purpose.

14. Confidentiality

BALAJI INSTITUTE OF MANAGEMENT SCIENCES acknowledges that during the currency of this MOU, BALAJI INSTITUTE OF MANAGEMENT SCIENCES may have access to and become familiar with various trade secrets and confidential information of Genpact, its Affiliates and subsidiaries (collectively

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with Genpact, the "**Genpact Parties**"), or third parties who have provided information to them, including, but not limited to, intellectual property, software, customer contracts, customer lists, customer prospect lists, invoices, customer requirements, sales procedures, research data, design data, medical records, marketing and pricing information and data, marketing plans, financial information, customer information, employee information and employment arrangements, and other information, including personal, technical, marketing and/or business information, whether shared verbally or in a written, physical or visual form, electronic or digital (collectively, "**ConfidentialInformation**"). Confidential Information shall not apply to any information that: (a) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third-party; (b) prior to disclosure hereunder is properly within the legitimate possession of BALAJI INSTITUTE OF MANAGEMENT SCIENCES which can be verified by Independent evidence; (c) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of third Party's or BALAJI INSTITUTE OF MANAGEMENT SCIENCES's rights to disseminate the information and without notice of any restriction against its further disclosure; or (d) is independently developed by BALAJI INSTITUTE OF MANAGEMENT SCIENCES through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence, provided, however, that, for purposes of this Agreement, all Genpact Data (as defined below) will constitute Confidential Information, whether or not it falls under one of the exceptions set out in Section 13 (a) through (d). BALAJI INSTITUTE OF MANAGEMENT SCIENCES acknowledges that this Confidential Information gives Genpact a competitive advantage in the industry. BALAJI INSTITUTE OF MANAGEMENT SCIENCES agrees to not use in any way, disclose to any person or entity or otherwise disseminate any such Confidential Information, either directly or indirectly, or use, incorporate or reference the Confidential Information for any purpose either during the term of this MOU or at any time thereafter, except as required during this MOU. BALAJI INSTITUTE OF MANAGEMENT SCIENCES will protect the Confidential Information using the same standard of care that it would use for its own confidential information of like importance, but in any event a reasonable standard of care. This Section 13 will survive expiry or termination of this Agreement by either party and for any reason.

EXCEPTIONS. Notwithstanding the above, BALAJI INSTITUTE OF MANAGEMENT SCIENCES may disclose Confidential Information (a) pursuant to a valid court order or similar requirement of a government authority, provided Service Provider first gives written notice of such order or requirement to GENPACT, if practicable, so that GENPACT may contest the same or seek a protective order or other appropriate remedy and assist the Genpact Parties in its efforts to contest such order or requirement, and (b) to its BALAJI INSTITUTE OF MANAGEMENT SCIENCES Personnel, provided that BALAJI INSTITUTE OF MANAGEMENT SCIENCES is owed legally-binding obligations of confidentiality from each such person at least commensurate with the confidentiality obligations under this MOU. Any such disclosure by BALAJI INSTITUTE OF MANAGEMENT SCIENCES shall, in no way, be deemed to change, affect or diminish the confidential and proprietary status of such Confidential Information.

15. Intellectual Property Rights, Trademarks/ Trade Names, Copy Rights etc.

Any course content, curriculum, training manual, instruction material (physical or digital) or other relevant material that is integrated into the curriculum in pursuance of this MOU shall be owned exclusively by GENPACT.

For all other purposes, it is clearly understood by & between parties herein that, all intellectual property rights, trademarks/trade names, copy rights, service marks, patents, logos, letter heads, other published material, stationary etc. in respect of GENPACT'S name / brand name, shall solely and absolutely vest in GENPACT and BALAJI INSTITUTE OF MANAGEMENT SCIENCES shall have no claim, lien or

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encumbrance thereof directly or indirectly except upon receiving the prior written consent of GENPACT for usage of trade mark/trade name, brochures, published material for the purpose of education/ training/noncommercial promotional activities. However, for any other usage, permission in writing is required from GENPACT and subject to conditions, restrictions & for the period as may be prescribed by GENPACT.BALAJI INSTITUTE OF MANAGEMENT SCIENCES will not use GENPACT'S name, logo and trademark in any promotional materials or other communications with third parties without the prior written consent of GENPACT and BALAJI INSTITUTE OF MANAGEMENT SCIENCES shall always comply with the trademark usage policy of GENPACT. GENPACT reserves the right to terminate usage of logo with immediate effect if BALAJI INSTITUTE OF MANAGEMENT SCIENCES is in breach of its obligation under this Section.

16. Jurisdiction

All or any of the disputes are subject to the exclusive jurisdiction of Hyderabadcourts only.

This MOU is signed by the authorized representatives of both the Parties.

For and on behalf of

BALAJI INSTITUTE OF MANAGEMENT SCIENCES

(AUTHORISED SIGNATORY)

Name: Dr. Lingam Satyanarayana

Designation: Principal

PRINCIPAL
Balaji Institute of Management Sciences
(University), Narsampet (Mdl.)
Warangal (A.P.) 506 331

BALAJI INSTITUTE OF MANAGEMENT SCIENCES
Narsampet (M), Warangal Dist.
LAKSHMIPALLY

For and on behalf of

GENPACT

Signed by:
Diwakar Singhal
AF10294A7446478...

AUTHORISED SIGNATORY)

Name: Diwakar Singhal

Designation: Director

ANNEXURE1

TRAINING-SCOPE AND SCHEDULE

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