

**Memorandum of Understanding**

**Between**

**Credit Suisse Services AG, Pune Branch**

**And**

**College of Engineering Pune (COEP)**

This MOU ("Agreement") is made at Pune on 15<sup>th</sup> day of September, 2020

By and between:

**Credit Suisse Services AG, Pune Branch ("CSS AG")**, a private limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at EON Phase-2, 1st to 7th Floor, Tower A, EON Free Zone II (EON Kharadi Infrastructure Pvt. Ltd. – SEZ), Located at Survey Number 72, Hissa No. 2/1, Kharadi, Pune – 411014, India (hereinafter individually and collectively referred to as the "**Credit Suisse or CSS AG**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean to include its successors and permitted assigns);

**College of Engineering, Pune (COEP)** is an autonomous engineering institute affiliated to Savitribai Phule Pune University in Pune, Maharashtra, India having its address Wellesley Road, Shivajinagar, Pune, Maharashtra 411005. Hereinafter referred as "COEP" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the Second Part;

This Memorandum of Understanding (MoU) between Credit Suisse and COEP to create awareness in Finance domain and give exposure to engineering students in application of technology in Finance domain across India, the Parties desire to collaborate with each other to support and grow the training offerings.

NOW, THEREFORE, Credit Suisse and COEP (hereinafter, each individually a Party, and collectively referred to as Parties) agree as follows:

1. Credit Suisse will run one-semester elective course 'Financial Technology' for 'Computer Engineering and Information Technology' students with the help of faculty members of COEP.
2. COEP will have Mr. Rahul B Adhao, Assistant Professor as point of contact for the above mentioned course for smooth execution of the course.
3. Credit Suisse will take care of the entire teaching, laboratory sessions and evaluation process.

**COEP:** COEP will have following Roles and Responsibilities

- i. COEP will prepare timetable taking into consideration availability of Credit Suisse experts.
- ii. COEP will allocate one or two faculty members who will help Credit Suisse experts in conduction of lectures, laboratory sessions and evaluation of students.
- iii. COEP will ensure that the students opting for the course will maintain a minimum of 75% attendance in the sessions.

**Credit Suisse:** Credit Suisse's roles and responsibilities are as follows

- i. Credit Suisse will design curriculum of 'Financial Technology' course in consultation with the concerned COEP Committee.(Theory and laboratory).
- ii. Credit Suisse experts will come to COEP or conduct the sessions online at the discretion of the Credit Suisse Executive Board guidelines.
- iii. Credit Suisse experts will set up question papers for tests and end semester examination.
- iv. Credit Suisse experts will evaluate students based on their performance in theory as well as laboratory.
- v. Credit Suisse reserves the right to not conduct the course for a batch if the number of students opting from the course is below 25.

**Mutually agreed upon terms:**

1. This MOU shall hold good for a period of two years from the date of signing unless retracted by either party at any time without any liability whatsoever. In the event of retraction both parties will use their best efforts to ensure that any developmental projects, management development programs, research studies etc. which are under way, as on the date of termination, are completed satisfactorily.
2. The activities arising out of the MoU shall be monitored every six months either at Credit Suisse or COEP premises in Pune as may be mutually agreed upon by the parties.
3. This MoU is signed in good faith as an indication of the sincere intention of the Parties to build upon and develop the mutual respect and confidence they have for and in each other. Specific understanding, if any, would be arrived at in the shape of separate Statement of Work and would marked as an addendum of this MoU.
4. The terms of co-operation for each specific activity arising out of this Memorandum of Understanding shall be mutually discussed and agreed upon separately in writing by the Parties prior to the initiation of such activity. This MoU comes into force upon execution by the undersigned

parties. By mutual consent, this MoU by itself shall not have any legal or financial obligations or implications for the Parties.

5. Both parties will try to work out a time table keeping in mind each other's convenience, limitations and in the best interest of all stakeholders.
6. Any amendment to this may be made by the Parties by mutual consent, during the validity of this MoU.

#### Other Terms: Business

1. COEP undertake to have all COEP Students sign the "Letter of Consent" as set out in Annex C (Letter of Consent) before performing any work in connection with this MOU.
2. COEP acknowledges and agrees that it, the COEP's Affiliates, subcontractors/vendors (if any) and any of the COEP's visitors (including, without limitation, external guests and any other individuals/third parties by whatever name called, etc.), Students, in the Credit Suisse premises, shall comply with lawful requirements and instructions of Credit Suisse notified to the COEP in relation to confidentiality and are mandatorily required to sign the Annex A (Confidentiality Agreement) as annexed herewith and adhere to additional confidentiality agreements as required by local Law or applicable Credit Suisse Policies, including where such persons have unescorted access to Credit Suisse premises, access to Credit Suisse Systems or information, documents, records or data containing current, former or prospective client and customer information of Credit Suisse. COEP and/or Students shall not provide access to Credit Suisse Confidential Information including, without limitation, Credit Suisse Systems, Credit Suisse premises and other Credit Suisse information to any COEP Affiliate, subcontractor or COEP Personnel/Students and any of its visitors that have not signed a confidentiality agreement in the form of Annex A. COEP shall ensure that the COEP, through the COEP Personnel/Students, submit the originals of all such confidentiality agreements, duly signed, to the relevant Credit Suisse function as may be required from time to time upon request from Credit Suisse. These confidentiality agreements shall form an integral part of this MOU.
3. Prior to initiation of any court procedure, the Parties shall endeavor to settle amicably by direct informal negotiation any disagreement or dispute arising out of or in connection with this MOU. Notwithstanding anything contained in the MoU, this MOU shall be governed by and construed in accordance with the laws of India and the courts in Pune shall have exclusive jurisdiction. Any dispute relating to this MOU, shall be referred and finally resolved by arbitration in Pune, India in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"). The tribunal shall consist of one arbitrator to be mutually appointed by the Parties, failing which the arbitrator shall be appointed in

accordance with the Arbitration Act. The language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on both Parties.

4. COEP covenants that it and the COEP Affiliates shall not, nor shall any of their respective officers, employees, shareholders, representatives, agents, contractors or Students ("Associated Parties"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this MoU which:
- i. would violate any anti-corruption Laws applicable to either Party or their respective Affiliates;
  - ii. is intended to, or does, influence or reward any person, including but not limited to any CSS AG Personnel, for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; or
  - iii. is made to or for a Public Official with the intention of influencing him or her so as to obtain or retain an advantage in the conduct of business.

In the spirit of this covenant, the COEP agree to limit hospitality provided to any CSS AG Personnel to reasonably priced working meals or refreshments.

COEP covenants that neither it nor its Associated Parties shall make or pay any facilitating or expediting payment in connection with this MoU to a Public Official, the purpose of which is to expedite or to secure the performance of a routine governmental action by a Public Official.

COEP shall promptly report to Credit Suisse any request or demand for any undue financial or other advantage of any kind received by the COEP or any of its Associated Parties in connection with this MoU.

Any breach of this Clause by COEP shall entitle Credit Suisse to immediately terminate this MoU by written notice to COEP.

5. Each Party shall at all times comply with applicable Laws relating to data protection in the relevant jurisdiction with respect to Personal Data. The Parties acknowledge that, with respect to all CSS AG Personal Data controlled by CSS AG and/or processed by COEP for the purpose of providing the Products or Services under the MoU, CSS AG in its sole discretion shall determine the scope and purposes for which such CSS AG Personal Data shall be provided to and used by COEP.

CSS AG Personal Data shall remain the property of CSS AG. COEP acknowledges that CSS AG maintains control over CSS AG Personal Data. Where it becomes no longer necessary for COEP to retain CSS AG Personal Data, COEP shall (at the

election of CSS AG in its sole discretion), delete, destroy, anonymize or return the CSS AG Personal Data to CSS AG. COEP shall not take any of the foregoing actions without the prior approval of CSS AG. COEP shall not transfer any CSS AG Personal Data outside of, nor allow such CSS AG Personal Data to be accessible from location(s) outside of, the location(s) from which the Products or Services are provided, without the prior written consent of CSS AG. If given, COEP shall provide an adequate level of protection to any CSS AG Personal Data transferred in accordance with applicable Laws, relevant CSS AG policies and all reasonable instructions of CSS AG.

Notwithstanding anything contained in the MoU, COEP shall be liable for use and processing of CSS AG Personal Data and undertakes to indemnify CSS AG for any breach of its obligations in this MoU or its fault or negligence in performing any of these obligations.

6. COEP agrees to maintain (and shall procure that its employees, representatives and agents maintain) the confidentiality of all CSS AG Confidential Information and not to copy, reproduce, sell, assign, license, market or otherwise transfer such Confidential Information nor disclose (other than to its approved subcontractors, subject to a written agreement requiring such subcontractors to treat Confidential Information in accordance with this MOU and designating CSS AG as an intended third party beneficiary of such agreement) or take any other action inconsistent with the confidential nature of CSS AG Confidential Information. COEP shall limit access to CSS AG Confidential Information to COEP Personnel only to the extent necessary to for the purposes of this MOU (that is on a "need to know" basis) and ensure that the amount of information disclosed to such COEP Personnel is not excessive. COEP shall advise COEP Personnel as well as any of its representatives and agents who may be exposed to CSS AG Confidential Information of such obligations.

"CSS AG Personal Data" [means any Personal Data that is disclosed or made accessible by CSS AG to COEP.]

"Personal Data" means data: (a) relating directly or indirectly to an individual; (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and (c) in a form in which access to or Processing of the data is practicable. In this MoU, the term "Personal Data" shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific individual or person, directly or indirectly;

7. COEP represents and warrants that it has complied, at the time of signing of this MOU and shall continue to comply with, at all the times, the relevant provisions as applicable, of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and the Information Technology Act, 2000, as amended from time to time.

8. Nothing in this MoU shall constitute or be deemed to constitute a joint venture, partnership or employment relationship between the Parties. Neither Party shall have any authority or power to bind the other Party or to enter into any agreement in the name of or create a liability against the other Party in any way or for any purpose.

9. COEP shall not, without CSS AG prior written consent, use the logo / trademark / trade name of CSS AG or any of its Affiliates or Group entities at any time and in any manner whatsoever and vice versa.


10. COEP represent, warrant and undertake to Credit Suisse that its execution, delivery and performance of this MoU has been duly authorized and neither the execution and delivery of this MoU nor performance hereunder violates or will violate any applicable Law or regulation on an ongoing basis.

Credit Suisse and COEP understand that they may share confidential information and mutually agree to respect and adhere to the Confidentiality as well as IPR requirements of the respective organizations.


A Coordination Committee consisting of Dean Academics, COEP, Pune as Chairman, two nominees each from Credit Suisse and COEP would coordinate and monitor the academic and research programs and all related operational matters within the framework of the academic regulations of COEP and the objectives outlined by Credit Suisse.

This MoU shall come into effect upon signature of both the parties on the date set forth below and will remain in force for two years. The MoU may be extended for another period on mutually agreeable terms and conditions.


**For and on behalf of COEP**

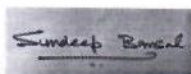
  
**Signature:**  
**Name:** Dr.B.B. Ahuja  
**Designation:**  
Director  
College of Engineering Pune


  
**Signature:**  
**Witness:** Dr. Vahida Z. Attar  
**Designation:**  
Head of Department  
Computer Engineering and IT

  
**Signature:**  
**Witness:** Dr. Sunil B. Mane  
**Designation:**  
Coordinator, Industry Interaction  
Department of Computer Engg and IT

**For and on behalf of Credit Suisse  
Services AG, Pune Branch.**

  
**Signature:**  
**Name:** Mr. John Burns  
**Designation:**  
Head of IT India & SFO Pune

  
**Signature:**  
**Witness:** Mr. Sundeep Bansal  
**Designation:**  
Director  
IWM IT India Head

  
**Signature:**  
**Witness:** Mr. Amit Mishra  
**Designation:**  
Director  
Human Resources, India



**Statement of Work with respect to MoU dated July 19, 2020.**

**A. Involvement of Credit Suisse in Programs of COEP:**

Considering industry requirement and to equip students to meet the requirements, COEP and Credit Suisse have agreed to offer jointly a course viz. Financial Technology. The Financial Technology course is designed jointly by COEP and Credit Suisse to address the ever-increasing focus of the BFSI (Banking, Financial Services and Insurance) industry on technology. The course also provides adequate information to form a strong base in finance- with topics including regulatory frameworks, macroeconomics, financial accounting, corporate finance, various financial instruments etc.

This course should be considered as a beginner level course in finance, having extensive project requirements in technologies relating to the entire trade life cycle. Students will gain a competitive advantage while applying for technology roles in the financial industry after this course.

Credit Suisse has agreed to extend its expertise in content delivery and while COEP is responsible for all operational matters pertaining to the course offering including executives' travel and local hospitality. Credit Suisse has agreed to share course study material and will help faculty members to develop business case studies and course study material. Credit Suisse has agreed to continue its support for two years from academic year 2020-21.

For the above activities, Prof. Rahul Adhao from COEP and Mr. Avichal Agrawal from Credit Suisse will be the contact points.


**For and on behalf of COEP**

**For and on behalf of Credit Suisse  
Services AG, Pune Branch.**

**Signature:** 

**Name:** Dr.B.B. Ahuja

**Designation:**  
Director  
College of Engineering Pune

**Signature:** 

**Name:** Mr. John Burns

**Designation:**  
Head of IT India and SFO Pune

Annex A- CONFIDENTIALITY AGREEMENT

**Confidentiality agreement vis-à-vis Credit Suisse Services AG, Pune Branch**

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Company / Visitor / Sub-Contractor/ Guest name ("Service Provider") COEP

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Address

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1. The Service Provider specified above (hereinafter referred to as "the Service Provider ") hereby agrees to ensure that its governing bodies, its employees and its support staff keep strictly confidential any and all information that comes to their attention in the course of providing, directly or indirectly, services to Credit Suisse Services AG, Pune Branch (hereinafter referred to as "CSS AG"), and further agrees to use any and all such information solely for the purpose of providing services to CSS AG and to forebear from using any such information for its own purposes.
2. The Service Provider undertakes to ensure that its governing bodies, its employees and its support staff maintain strictly confidential all information regarding business relations between CSS AG and its clients. The Service Provider agrees to limit access to CSS AG data and information to only those persons who require access in order to perform the services for which the parties have contracted. The Service Provider undertakes to instruct such persons regarding these confidentiality requirements and to monitor their compliance therewith. The Service Provider hereby further agrees to take all precautionary measures of an organizational, legal and/or technical nature in order to ensure that all of CSS AG's data are protected from unauthorized access and processing.
3. All CSS AG data which have been furnished to, or generated or created by, the Service Provider in the course of its performance of services for the Bank are to be promptly furnished to CSS AG (1) upon CSS AG's request, or (2) upon the completion of its services to, or termination of its contract with CSS AG. Such data are to be furnished to CSS AG in their entirety, free of charge, on the customary data carriers. On completion of the contract, or termination of the contractual agreement, all such data in physical form shall be handed over to CSS AG, and all such data in non-physical form shall be irreversibly deleted from the Service Provider's systems, subject to any mandatory data retention requirements imposed upon the Service Provider by law.
4. Breach of this confidentiality agreement may constitute a violation of banking secrecy, professional secrecy, business secrecy and/or data protection laws or a violation of the prohibition of economic espionage. By signing this confidentiality

agreement, the Service Provider confirms that it has read and taken due note of these legal provisions.

5. The Service Provider hereby confirms that the duty of confidentiality arising from this confidentiality agreement continues to apply in full even after the fulfilment or termination of its contract with CSS AG.
6. In the event of a breach of this confidentiality agreement, the injured party expressly reserves the right to claim compensation for any damages which may arise from such breach.
7. This confidentiality agreement and any non-contractual obligations arising out of or in relation to this confidentiality agreement shall be governed by, and construed in accordance with, Indian law and the courts in Pune shall have exclusive jurisdiction for any disputes arising there from. Any dispute arising out of or in connection with this confidentiality agreement, including any question regarding its existence, validity or termination, shall be referred and finally resolved by arbitration in Pune, India in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act") for the time being in force, which rules are deemed to be incorporated by reference into this agreement. The tribunal shall consist of one arbitrator to be mutually appointed by the Parties, failing which the arbitrator shall be appointed in accordance with the Arbitration Act. The language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on both Parties.

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Service Provider Name

College of Engineering Pune

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Place, date

Signature

Annex C LETTER OF CONSENT

To: Credit Suisse Services AG, Pune Branch

EON Phase-2, 1st to 7th Floor,

Tower A, EON Free Zone II (EON Kharadi Infrastructure Pvt. Ltd. – SEZ),

Located at Survey Number 72, Hissa No. 2/1,

Kharadi, Pune – 411014

Attention: the Operations Department

Re: Letter of Consent ("**Consent**")

Dear Sir/Madam,

1. I understand that Credit Suisse Services AG, Pune Branch ("Company") has implemented information security practices and standards and has in place comprehensively documented in-formation security programmes and policies containing managerial, technical, operational and physical security measures that are in compliance with the Regulations so as to protect the Information (defined below) provided by me from unauthorized access, use, modification, damage, disclosure or impairment ("Practices and Procedures"). I have read a summary of the Practices and Procedures available at <https://www.creditsuisse.com/privacy/en/> and understood its contents. I acknowledge and confirm that the Practices and Procedures are adequate and reasonable and are designed to protect the Information provided by me.
2. I understand that as the Practices and Procedures are consistently evolving and shall continue to so evolve (including for the purposes of complying with any changes or amendments to the Regulations), the Company shall have the right to change or replace the Practices and Procedures from time to time, at its sole discretion. I agree that notwithstanding anything to the contrary contained in this Consent or any other agreement or document executed by me, the publication of such changed or replaced Practices and Procedures in the manner aforesaid shall be deemed to have been read and understood by me. In the event I have any queries or objections in relation to any of the Practices and Procedures, as changed or replaced from time to time, I will bring the same to the attention of the Company in writing.
3. I am aware that the Information provided by me to the Company is being collected by the Company for the purposes of establishing or maintaining a legal relationship or providing services sought by me. An indicative list of the names and addresses of persons which may collect or retain the Information provided

by me has been made available for my reference at <https://www.creditsuisse.com/media/ib/docs/in/legal/data-privacy.pdf>. I agree that the Company shall have the right to add or replace any of such persons. In the event I have any queries or objections in relation to any of the aforesaid, I will bring the same to the attention of the Company in writing.

4. The Company shall be entitled to use the Information provided by me for the purposes mentioned in this Consent or any other related document/agreement or for any purpose ancillary or incidental thereto as the Company may deem fit, and I consent to such usage.
5. In the event that the Information provided by me to the Company contains any third party sensitive personal data or information, I confirm that I have obtained all necessary consents or authorizations from the concerned third party for (i) such disclosure, and (ii) further disclosure of such information by the Company to other third parties in connection with the establishing or maintaining of the legal relationship between me and the Company or providing the services sought by me.
6. I acknowledge that I have the option of not providing the Information or withdrawing the consents provided hereinabove. However, in these circumstances, I acknowledge that the Company shall have the right not to provide or discontinue providing any or all services to me. I also agree that any withdrawal of the consents as provided by me above shall not be effective and operational unless communicated by me to the Company in writing.  
I provide my express consent to the Company to collect, receive, possess, store, deal, handle, use and disclose the Information provided by me to the Company from time to time.
7. For the purposes of this Consent: (a) "Information" means any sensitive personal data or information relating to the Client within the purview of the Regulations; and (b) "Regulations" mean the Information Technology Act, 2000 read with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time.

Signature: \_\_\_\_\_

Name:

Address:

PAN No.:

Date: