

This Memorandum of Understanding ("**MOU**") is made on this 07 July 2020 ("**Effective date**") between Global Shared Services Division of **Ernst and Young LLP** (hereinafter referred to as "**EY GDS**") having one of its office at RMZ Infinity, Old Madras Road, K R Puram, Bengaluru, Karnataka, India - 560 016

And RV Insitute of Management, CA 17, 36th Cross, 26th Main, 4th 'T' Block, Jayanagar Bengaluru 560041

hereinafter unless the context otherwise requires be referred to as "**Educational Institute**".

Individually each of EY GDS and the Educational Institute shall be called "Party" whereas collectively as the Parties.

WHEREAS:

1. The Educational Institute, with a view to provide best in class skills to students and faculty members in higher education, and to disseminate knowledge through novel techniques and methodologies for the benefit of large sections of society, is offering a wide range of programs.
2. With the objective of offering latest and updated knowledge in the area of Tax, the Educational Institute and EY GDS wish to collaborate to offer a new Educational Program to its Students.
3. The Educational Institute and EY GDS having felt the need to update the Faculty of the Educational Institute with the trainings which may lead to enhanced skills, EY GDS and Educational Institute also agree to collaborate through some training programs suitable to the Education Programme.

Now therefore in consideration of the premise and mutual promises and covenants set forth hereinafter the Parties hereto accept and witnessed as follows:

I - DEFINITIONS

Applicable Laws: means all laws, enactments, orders, ordinances, rules, regulations, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy, guidelines, concessions or court or governmental orders from time to time having the force of law and applicable to the performance, receipt or use of the Services in the relevant jurisdiction.

"Courseware" hereby refers to books or education material designed by EY GDS distributed to the Faculty Members and its Students in any form like printed books, links, PDFs etc.

"Educational Programme" course or courses specially designed/structured by EY GDS (material of such course would include materials exclusively developed by EY GDS along with other material available in public domain) as agreed with Educational Institute for which the Students will receive training in accordance with this MOU;

"Faculty" hereby refers to the teaching staff of the Educational Institute who shall get trained under and as per this MOU;

"Students" hereby refers to all students of Educational Institute attending the Educational Programme;

II. Foreseen benefits of the collaboration

a) Educational Institute

- 1) Opportunity to update the Faculty of the emerging trends in the specialised area of Tax.
- 2) Opportunity to offer the Educational Program to its Students.
- 3) Opportunity to be recognized by the Industry and academic circles as one of the preferred location / institution for acquiring training and skills in latest Tax domains;
- 4) Opportunity to collaborate with EY GDS in conducting various seminars and workshops in the Educational Institute focused on application of knowledge to real life situations;
- 5) Opportunity to independently manage the running of the Educational Program upon gaining effective Training by its Faculty.

b) EY GDS

- 1) Propagation of International Tax knowledge and skill to various Faculty.
- 2) Design and offer innovative courses on an on-going basis that would aid the Educational Institute to offer promising careers, and to strengthen their Educational Program.
- 3) Create a pool of trained and skilled talents that could be offered to Industry in need. EY GDS shall benefit from getting precedence over the other companies to hire for placement/ internship from the pool of students taking this course.

III – TERMS AND CONDITIONS

a) Courseware and Training of Faculty

- 1) EY GDS, through its own personnel, will provide part of the Courseware and/or perform the Training for the Faculty which will be suitable for the Education Programme, the first of which is as per the details given below in Annexure A (“**Training**”).
- 2) There will be no fees payable by Educational Institute to EY GDS for the Training imparted to the Faculty. Chargeability, if any will be mutually reviewed and agreed in future.
- 3) Educational Institute will provide all infrastructure including class rooms, projectors, white boards, markers and access to other facilities at their premises to EY GDS for the Training.
- 4) Under this MOU, Educational Institute assures EY GDS that it will enrol its Faculty desirous of taking the Training in its own discretion
- 5) Operational details of when to offer the Training during the course of an academic year, duration of the Training, duration of each session, number of sessions in a week, time of the day when the Training will be offered, campus where Training are to be offered, minimum and maximum size of batch, teacher to taught ratio and other similar details will be discussed by both parties prior to launching the Training and agree on a schedule/time table.
- 6) Depending upon the nature of the Educational Program being offered, EY GDS and Educational Institute may provide a pre-enrolment orientation to the Students to ensure to help Students make an informed decision.
- 7) Offer Training of Faculty at a mutually agreed frequency from the effective date of the signing this MoU. It will also be the endeavour of the Educational Institute management to integrate Education Programme in to their curriculum where appropriate/suitable.
- 8) EY GDS may upon request assist the Faculty in setting the examination question paper for the students enrolled in the course and may also provide sample answers for the reference at the time of evaluation of answer sheet by the Faculty.

- g) EY GDS shall be given precedence over other companies/ firms to offer internship/ campus placements to students enrolled for this course. Educational institute shall inform in advance and arrange for EY GDS visit on day zero of the placements.

b) Courseware (details to be provided in the attached Annexure)

EY GDS will provide course material in following manner:

- Part of the relevant Courseware shall be delivered in form of web-link(s) being allowed to reproduce in hard copy formats like photocopy or even electronically in offline or online mode.
- Books relevant to the course will be provided to the faculty and for the library. These books are to be used for reference by the faculty and kept in the library for students to refer to.
- Few books shall be provided to be kept in the library for student and faculty reference and all such copies shall be returned to EY GDS on early termination/ expiry of this Agreement.
- Educational Institute shall comply with the copyright guidelines of the publications for the book provided.
- The EY GDS Courseware will be used strictly for Training the Faculty and for students' learning and reference for the said course. No commercial usage is allowed without prior written permission from EY GDS.

c) Intellectual Property Rights

Where EY GDS and Educational Institute share sensitive information and material which are classified / patented / copyrighted by either of the parties, the same should neither be shared nor be used for any purpose outside of this intervention, without expressed permission from the other party. Whereas materials and information with rights of the third party are used, the same can only be used by either party otherwise only with expressed permission from the right-holder.

Each Party shall continue to be the owner of its respective trademarks, copyrights and all other proprietary rights and no party shall use any trade mark, logo or copyright of any other party without permission in writing of the party who owns such proprietary rights.

d) No Placement opportunities guaranteed for the Students who complete the Educational Program.

EY GDS do not guarantee placement in its organisation or elsewhere for the Students who successfully complete the Educational Program.

e) Others

Both parties can explore ways and means of deepening the scope of this MoU by engaging in areas other than designing and offering innovative courses which would be of mutual benefit to both the parties.

IV - Indemnity

Educational Institute hereby undertakes and agrees to indemnify, defend and hold harmless EY GDS including its officers, directors and agents from and against all actions, proceedings, claims (including third party claims), liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly, including but not limited to, as a result of:

- (a) Breach or non-performance by Educational Institute of any of its undertakings, warranties, covenants, declarations or obligations under this MOU;
- (b) Breach of any Applicable Law.
- (c) Breach of Anti-Bribery requirements (Clause IX)
- (d) Breach of Confidentiality (Clause V)

(e) Breach of Data Protection (Clause VII)

(f) Breach of Intellectual Property Rights (Clause III (c))

The indemnities under this Clause are in addition to and without prejudice to the indemnities given elsewhere in this MOU.

The indemnities provided herein shall survive the termination of this MOU.

Subject always to an unlimited liability for Clause IV (b) to (f) above, the Educational Institute will not be liable to other for any lost revenue, loss of profit nor other incidental or consequential damages based on any breach or default under this MOU.

V - Confidentiality

During the tenure of this MOU, and prior to its execution during any discussions between the parties regarding this MOU, Educational Institute has had and will have access to confidential information regarding 'EY GDS,' its associates and affiliates and its client information. Educational Institute agrees (A) to maintain in confidence all such information acquired from the 'EY GDS' (B) not to disclose any such information to anyone except the Educational Institute personnel authorized to receive it and third parties to whom such disclosure is specifically authorized in writing by the 'EY LLP', and (C) not to use the 'EY GDS's confidential information for any purpose other than that for which it is disclosed.

Information considered confidential by the EY GDS includes, without limitation ("Confidential Information"): (A) Client reports/information, or third parties, matters of a technical nature such as trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), training materials, specifications and characteristics of products planned or being developed, and research subjects, methods and results, (B) matters of a business nature such as information about costs, profits, pricing policies, markets, sales, suppliers, customers, employees, product plans, and marketing plans or strategies, (C) other information of a similar nature not generally disclosed by the EY GDS to the public, (D) confidential information of EY GDS based on materials, books, prints, etc. accessible to Educational Institute or its authorized representative.

The obligations imposed by this clause shall not apply to any information that (A) is placed in the public domain by the EY GDS by affirmative action and not by inadvertence, (B) is independently developed by the Educational Institute without access to such Confidential Information, or (C) is approved for release in writing by an authorized representative of the EY GDS.

In the event Educational Institute receives any validly issued administrative or judicial process or request from any governmental or tax authority requesting disclosure of Confidential Information, it shall provide prompt notice to the EY GDS of such receipt. EY GDS shall thereafter be entitled to comply with such process or request.

Without EY GDS' prior written consent Educational Institute shall not in any manner disclose, advertise or publish the existence or terms of, or transactions under this MOU.

The terms and conditions of this shall survive termination of this MOU.

VI - Independence Warranties

a) Educational Institute represents, warrants and undertakes, as of the date of this MOU, that:

- 1) this MOU does not contain terms and conditions that are, in the aggregate, more favourable than those being offered by the Educational Institute to others with similar business relationship;

- 2) entering this type of agreement is in the ordinary course of the Educational Institute's business with stakeholders such as EY GDS;
- 3) the Party executing this MOU on behalf of the Educational Institute has the legal right and full power and authority to enter into and perform this MOU, which when executed shall constitute a valid and binding obligation of the Educational Institute;
- 4) during the Term of this MOU, none of the Educational Institute's directors, officers or direct or indirect substantial equity owners and none of the individuals with significant responsibility in the business relationship with EY GDS contemplated herein shall be a partner, executive officer, member of the Board of Directors, or a direct or indirect substantial equity owner (or otherwise with control), of any audit client of an EY Member Firm. For the purposes of this clause, a person or entity shall be deemed a "substantial equity owner" of an entity if he or it (i) is a general partner in such entity, if such entity is a limited partnership; (ii) holds a 5% or more direct or indirect equity interest in (or the power, by contract or other relationship, to direct the affairs or management of) such entity, if such entity is publicly-traded; (iii) holds a 20% or more direct or indirect equity interest in (or the power, by contract or other relationship, to direct the affairs or management of) such entity, if such entity is privately-held;

b) The Educational Institute agrees to advise EY GDS immediately of any change in fact that could render any of the Educational Institute's representations, warranties and undertakings, as set out in Clause VI (a) above, false or invalid in any respect during the Term of the MOU. In the event that any of the Educational Institute's representations, warranties and undertakings ceases to be accurate, EY GDS may terminate this MOU with immediate effect in accordance with Clause XI.

VIII - Record Retention

Educational Institute shall keep maintain data/ records or e- records, as the case maybe, of the student and Faculty who are part of this Training and Educational Programme at least for a period of seven (7) years from the date of creation and shall provide the relevant details to EY GDS upon request.

IX - Anti-Bribery, Corruption and Money Laundering

In the performance of the services under this MOU, Educational Institute and its affiliates, officers, directors and employees and Educational Institute's agents acting for Educational Institute in connection with this MOU including any business partners, if any, shall comply fully with all applicable anti-corruption, anti-bribery and anti-money laundering laws including without limitation the Indian Prevention of Corruption Act, 1988, the UK Bribery Act, 2010, the U.S. Foreign Corrupt Practices Act, 1997, and the Indian Prevention of Money-laundering Act, 2002, and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transaction, and shall refrain from doing any such act, deed or thing that may cause the EY GDS to be in violation of such laws (hereinafter referred as "Anti-Corruption Laws").

In the performance of the proposed services, Educational Institute shall also comply with all applicable laws including without limitation enactments, orders, ordinances, rules, regulations, resolutions, and guidelines as promulgated from time to time and having the force of law (hereinafter referred to as "Applicable Laws").

Without prejudice to the generality of the preceding clause, Educational Institute shall not offer, give, receive or solicit (and, if an entity, shall cause its personnel not to offer, give, receive or solicit), directly or indirectly, money or anything of value to or from:

- (a) any third party to influence their actions or functions improperly or to otherwise gain an unfair advantage;
- (b) any of the EY GDS' employees, managers, partners or other personnel in connection with the performance of the services to influence their actions or functions improperly or to otherwise gain an unfair advantage;
- (c) any Government Official. "Government Official" means any Indian or foreign government official or employee (including employees of a government corporation or public international organization), any political party, candidate for public office, judicial officer and any Indian public servant (as defined in the Prevention of Corruption Act, 1988).
- (d) Educational Institute agrees that EY GDS may disclose the terms of this MOU, including Educational Institute's identity and the payment terms, to any third party who, in the EY GDS' judgment, has a legitimate need to know, including Government agencies.

Educational Institute hereby warrants and represents that to the best of its knowledge, following due enquiry, neither Educational Institute nor any of its Associated Person, wherever applicable, ("Associated Person" in relation to Educational Institute shall mean a person who performs or has performed services for or on behalf of Educational Institute), has been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body, regarding any offence or alleged offence under the Anti-Corruption Laws and no such investigation, inquiry or proceedings are pending or have been threatened and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings. Educational Institute further warrants and represents:

- (a) Educational Institute has not at any time engaged in any activity, practice or conduct that would constitute an offense under applicable anti-corruption legislation;
- (b) no employee or third party of Educational Institute or of any of the subsidiaries has bribed another person intending to obtain or retain business or an advantage for Educational Institute and/or any of the subsidiaries, and Educational Institute and each of the subsidiaries has in place adequate procedures designed to prevent their employees or any third party from undertaking any such conduct;
- (c) it shall perform its obligations under this MOU in compliance with the Anti-Corruption Laws and Applicable Laws and shall maintain its own policies and procedures to ensure strict compliance thereof;
- (d) there shall be no cap on its liability for breach of clause herein;
- (e) it shall not do or omit to do, any act that will cause EY GDS to be in breach of the Anti-Corruption Law and Applicable Law;
- (f) it shall make it clear to Associated Person, including its staff and sub-contractors, as applicable, that Educational Institute does not accept or condone the payment of bribes, including facilitation payments, on its behalf;
- (g) it shall promptly report to EY GDS any request or demand for any undue financial or other advantage of any kind received by Educational Institute in connection with the performance of the Services under this MOU.

X - BREACH OF MOU

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MOU for material breach.

XI – TERM AND TERMINATION

- a) The MOU shall be effective for a term of three (3) years from the effective date, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.
- b) EY GDS may terminate this Agreement with immediate effect if:
 - 1) the Educational Institute is in material or persistent breach of this MOU and, if the breach is remediable, has failed to remedy it within 10 days after receipt of a written notice requiring it to be remedied; or
 - 2) the Educational Institute or any of its assets are subject to any form of winding up, administration, receivership, insolvency proceedings, arrangements with creditors generally, enforcement of security or legal process or repossessions; or
 - 3) the other party's ability to carry out its obligations under this MOU is prevented or substantially interfered with by any regulation, law, decree or any act of state or other governmental action or either party is refused or has revoked any official or regulatory license, authorization or permission necessary for the performance of its obligations hereunder; or
 - 4) any of the representations, warranties and undertakings set out in Clause VI become false or invalid in any respect during the term of this MOU; or
 - 5) EY GDS believes, in good faith, that its professional obligations or requirements require termination; or
 - 6) The Educational Institute is in breach of any relevant anti-corruption laws.
- c) If Clause XI (b) applies, EY GDS may at any time (at its discretion and without prejudice to its other rights) by prior written notice of at least 30 days to the Educational Institute terminate this MOU.
- d) If at any time, any Party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with prior written notice of at least 30 days intention to withdraw from further evaluations and discussions. In case EY GDS is providing Training then EY GDS will complete the batch in session and/or that is registered to undergo the training.
- e) Irrespective of termination period / date, termination will be effective subject to all the payments (if any) and other obligations having been met by either party in a timely manner. In the event of termination of this MOU for any reason whatsoever, including termination due to breach by EY GDS, any software or Courseware licenses granted to Educational Institute by virtue of this MOU, shall also stand automatically terminated without any further act of Parties. Upon termination, the Educational Institute shall discontinue the use or distribution of the Courseware or any software provided by EY GDS. Educational Institute will also return or destroy at EY GDS' discretion, all material provided by EY GDS including Courseware slides, soft copy of Courseware provided by EY GDS for the training programs.
- f) The rights and remedies of either party under this Clause XI are without prejudice to any other rights and remedies either of them may have under this MOU or otherwise.

XII – ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to Principal of the Institute or his representative and Authorised Signatory of EY GDS for an informal resolution.

If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of any such arbitration shall be Bengaluru. The award of the arbitration may be enforceable in any court of competent jurisdiction.

Each party shall bear its own costs and fees in connection with the arbitration.

Unless agreed otherwise, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings.

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in the Memorandum of Understanding in the English language. The English language version of this MOU prevails over any other language version.

XIII – GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship.

Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor create any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by Educational Institute and will not be disclosed to any third party without the prior written consent of EY GDS. Notwithstanding the foregoing, Educational Institute may make such disclosure to the extent required by law, court or statutory authority, in which case Educational Institute will promptly inform EY GDS to allow EY GDS a reasonable opportunity to obtain a protective order. EY GDS and Educational Institute agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party.

Any press release, publicity or media interaction pertaining to this MoU signing or EY GDS activities on campus need to have prior written consent from either party. The use of EY GDS Logo anywhere including brochure or website shall be subject to prior written permission by EY GDS, however, Educational Institute may publish regarding this course syllabus on their website and brochure. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof, and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice.

If any notice is sent by mail, notice will be effective on the date of receipt.

Educational Institute shall maintain at all times, a one-point contact for the EY GDS trainings being conducted at the institution.

Any change in the contacts below will be promptly notified to EY GDS or Educational Institute as the case may be.

FOR EY GDS	FOR EDUCATIONAL INSITUTE
Name: Tanvir singh Contact Details: Address: RMZ Infinity, Tower D, 2nd Floor, Old Madras Road, K R Puram, Bengaluru, Karnataka, India - 560 016	Name: Payal Contact Details: Address:

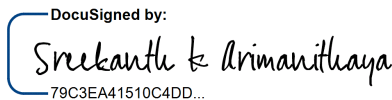
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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, herein above written.

In witness whereof the Parties have signed this Agreement

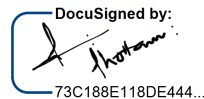
For and on behalf of Global Shared Services Division of **Ernst and Young LLP**

For and on behalf of RV Insitute of Management

DocuSigned by:

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Print Name: Sreekanth Arimanithaya

Title : GDS Talent Leader

DocuSigned by:

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Print Name: Dr Purushottam Bung (Director)

Title: Professor and Director, RVIM

Annexure A – Educational Program/ Training details/Courseware materials.

Courseware:

- a) Three Enrolled Agent Review books will be provided to the college, which are to be placed in the library for faculty and students to refer to and make notes. These books are to be returned to EY GDS post completion of the academic year. The details of these books are as below:
 - 1) EA Review Part 1:Individuals by Irvin N Gleim and James R. Hasselback
 - 2) EA Review Part 2:Businesses by Irvin N Gleim and James R. Hasselback
 - 3) EA Review Part 3:Representation, Practices & Procedures by Irvin N Gleim and James R. Hasselback
- b) The below links will be shared with the institute, to facilitate self-paced learning.
 - <https://taxmap.irs.gov/taxmap/tmhome.htm>
 - <https://www.irs.gov/forms-pubs/ebook>
- c) Few copies of the U.S Master Tax guide by CCH publications would be provided to the college. This book is to be used as the primary reference material to deliver this course.

Faculty:

- d) EY GDS will be planning a Train-the-Trainer (hereinafter referred to as 'TTT') program to include the nominated faculty members before the launch of the program. The said TTT will be facilitated by senior EY practitioners and will cover the topics that constitute the International Tax courseware. These sessions will be planned by EY GDS in consultation with the educational institute and the duration and venue of the sessions will be decided by EY GDS.
- e) "Educational institute to nominate two or more professors with proven expertise and background in Technology (B.Sc./M.Sc./BCA/MCA/B.Tech/M.Tech) for delivering technology related topics that constitute the International Tax courseware along with the other nominated faculty."
- f) Further to the above TTT training for the faculty, EY GDS expects partner colleges to be able to maintain continuity in order that the course delivery continues with the same quality. In case any trained faculty members are unable to complete the course, the partner college will need to ensure proper knowledge transfer to the replacement faculty members so that the courses can be delivered with the same expected quality. In a scenario where the college has made an attempt facilitate knowledge transfer and was unable to do so, due to unavoidable reasons, EY GDS shall arrange for training the faculty who would then deliver this course.
- g) One EY GDS Employee will be assigned as a SPOC to the college who will be available on request to clear doubts relating to the technical aspects of the syllabus.
- h) EY GDS employees would be visiting the institute 2 times in an academic year, to deliver sessions on topics relating to the syllabus of the course.