



CII Institute
of Logistics



Confederation of Indian Industry

125 Years: 1895-2020

**SHORT TERM CERTIFICATE PROGRAMME ON IT ENABLED SUPPLY
CHAIN MANAGEMENT**

SERVICES AGREEMENT

Between

CONFEDERATION OF INDIAN INDUSTRY -INSTITUTE OF LOGISTICS

And

R.V.INSTITUTE OF MANAGEMENT

This services agreement ("Agreement") is made on 17th March 2021 by and between:

CII Institute of Logistics [established by Confederation of Indian Industry, a society registered under the Societies Registration Act 1860, having its registered office at the Mantosh Sondhi Centre, 23 Institutional Area, Lodhi road, New Delhi], having its office at Phase - II,"B",9th floor IIT Madras Research Park, Kanagam Road, Taramani, Chennai (hereinafter referred to as the "**Service Provider**" which expression shall, unless the context otherwise requires, include its successors in business), of the **FIRST PART**.

AND

R.V.Institute of Management is one of the 27 leading educational institutions of national and international reputation, run by Rashtreeya Sikshana Samithi Trust, which is spearheading the cause of education in various fields for last 78 years.

A unique B-School that carries the flag of RV's academic excellence and demonstrates it in its every activity.R.V Institute of Management was started in the year 1999, and has completed 19 years of its existence. It is one of the 27 leading educational institutions of national & international repute, managed by the Rashtreeya Sikshana Samithi Trust, which is spearheading the cause of education in various fields since 1940. R V Institute of Management offers a 2-years full-time MBA Programme in the independent, spacious, custom-designed, state-of-the art campus located at Jayanagar – the most beautiful & centrally located suburb of Bangalore. RVIM offers many value addition programmes along with specializations in Marketing, Finance, HR, Banking & Insurance, Healthcare, Entrepreneurship, etc. RVIM also has international collaborations for extended programmes and research. The current 2-year MBA programme is affiliated to Bangalore University, approved by AICTE, New Delhi, and is recognized by the Government of Karnataka. In the year 2013, RVIM was accredited by NAAC with an 'A' Grade.

WHEREAS

The Service Provider creates a platform for the Industry to gain more insights into the emerging trends, industry specific problems of national importance and global best practices in logistics & supply chain management. It also enables the industry to cut down the transaction cost, increase efficiency, enhance profitability, sensitize and enable to bring solutions to macro level issues. The Service Provider has substantial expertise in the provision and implementation of the Services (as hereinafter defined)

The Client desires to engage the Service Provider to provide Services and the Service Provider has agreed to do the same.

Pursuant to the above, the Parties seek to enter into this Agreement to confirm and record the terms and conditions on which the service provider shall provide the Services to the Client, and other agreements in connection therewith.

1 Definitions and Interpretation

- “Agreement” means the contract between (i) the Client and (ii) the Service Provider including the Schedules;
- “Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement;
- “Fees” means the charges for the Services as specified in the Fees Schedule;
- “Client” means the person or business named as Client in the Agreement;
- “Expiry Date” means the date for expiry of the Agreement as set out in clause 4;
- “Party” means the Service Provider or the Client (as appropriate) and “Parties” shall mean both;
- “Services” means the services to be supplied by the Service Provider to the Client under the Agreement;
- “Specification” means the specification for the Services (including as to quantity, description and quality) as specified in the Services Schedule;
- “Staff” means all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or

of any sub-contractor of the Service Provider engaged in the performance of the Service Provider's obligations under the Agreement;

"Service Provider" means the person named as Service Provider in the Agreement;

"Term" Means the period from the start date of the Agreement set out in the Agreement to the Expiry Date as such period may be extended in accordance with clause 9 or terminated in accordance with the terms and conditions of the Agreement;

"GST" means Goods and Services Tax in accordance with the provisions of the Central Goods and Services Tax Act, 2017; and

"Working Day" means a day (other than a Saturday or Sunday) on which banks are open for business in India.

1.1 In these terms and conditions, unless the context otherwise requires:

1.1.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

1.1.2 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

2. Supply of Services

2.1. In consideration of the Client's agreement to pay the Service Fees, the Service Provider shall supply the Services as specified in "**Services Specification Schedule (Schedule A)**" to the Client for the Term subject to and in accordance with the terms and conditions of the Agreement.

2.2. In supplying the Services, the Service Provider shall:

2.2.1. co-operate with the Client in all matters relating to the Services and comply with all the Client's instructions;

2.2.2. perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Service Provider's industry, profession or trade;

2.2.3. use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in enough

2.2.4. to ensure that the Service Provider's obligations are fulfilled in accordance with the Agreement;

2.2.5. ensure that the Services shall conform with all descriptions and specifications set out in the Specification; and

2.2.6. comply with all applicable laws;

2.3. The Client may by written notice to the Service Provider at any time request a variation to the scope of the Services. If the Service Provider agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Client and the Service Provider.

3. **Consideration**

3.1. In a consideration of the Services rendered by the Service Provider, the Client shall pay to the Service Provider, the fees as specified in the **“Payment terms” (Schedule B)**”.

3.2. The Fee to be paid as specified above shall be exclusive of Goods and Services Tax (GST).

3.3. The Client shall pay the fee within a period of **“15 working days”** from the receipt of invoice from the Service Provider.

3.4. In the event of delay of the Client in payment of fees to the Service Provider, the Service Provider shall be entitled to stop provision of further Services till such time that the payment of outstanding dues is made by the Client.

3.5. In the event of any service (s) provided that are not included in the list of services as specified in this Agreement, the Parties shall mutually agree upon such services, fees and expenses.

3.6. All payments to be made by the Client to the Service Provider shall be subject to deduction of applicable taxes. The Client shall issue requisite certificate evidencing such tax deduction in accordance with Applicable Laws.

4. **Term and Termination**

4.1. This Agreement shall commence on 1-04-2021 continue to be in full force and effect till 31-03-2023, unless terminated as specified below in clause 4.2. Thereafter, this Agreement may be renewed upon the mutual consent of the parties.

- 4.2. This agreement may be terminated by either party by notice upon providing a notice of **90 working days prior written notice** to the other party.

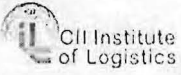
5. Non-Exclusivity

- 5.1. Nothing in this Agreement restricts both Parties from discussing similar agreements and/or any related transaction during the Term and thereafter to engage and enter into similar arrangements with third parties

6. Use of Trademarks and Trade Names

- 6.1. Client shall not use the name of the Service Provider or its trade names, Trademarks, logos or any equivalent thereof in any publicity or advertising, or in any other manner whatsoever, without the prior written consent of the Service Provider.

- 6.2. At any time during the subsistence of this Agreement, where either Party wishes to affix other party's logo or trade name or Trademarks to any marketing or other collateral including digital / social media relating to the Services, such Party must first obtain prior written approval to do so from the other Party, as follows:

- 6.2.1. The client may use only CII Institute of Logistics [] logo.

A mockup marketing collateral shall be produced to the other Party;

- 6.2.2. The receiving Party will promptly either approve or request changes to the mockup; and

- 6.2.3. Neither Party will publish any material including press releases, in any format, unless and until it has received prior, written approval to do so from the other.

7. Force Majeure

- 7.1. Neither Party shall be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of god, acts of war, insurrection, revolution, civil strife, terrorist activity, cybercrime, earthquake, fire, flood, embargo, riot, sabotage, power failure, labor shortage or dispute, strikes, lock-outs, governmental act or other issues which are not under its control or any other cause which could not have

been foreseen by the concerned Party. Provided however that failure or delay in payment of Fees or any other amounts towards provision of Services shall not be excused under this Clause 7.1.

7.2. Failure or delay in performance by the concerned Party shall be excused only during the continuance of such force majeure. As soon as the force majeure is removed or ceases to exist, each Party shall perform its respective obligations in accordance with the terms of this Agreement.

8. Indemnity

Both parties agree that they shall indemnify and keep indemnified the other for any default, negligence in their mutual obligations to the other or for any non-compliance with any statutory requirement whereby loss or damage is caused to the other.

9. Amendments

Any change, alteration, amendment, or modification to this Agreement must be in writing and signed by authorized representatives of both the parties.

10. Dispute Resolution

Any difference or disagreement or misunderstanding between the parties arising during the operation of this agreement shall be attempted to be settled by mutual discussions and clarifications. The **Courts in Chennai** shall have jurisdiction.

11. Arbitration

In the event of any difference or dispute arising out of this agreement between the parties which cannot be resolved through mutual negotiations, the same shall be referred for arbitration to a Sole Arbitrator whose decision thereon shall be final and binding on the parties.

12. Governing Law

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of India.

13. Contact Persons

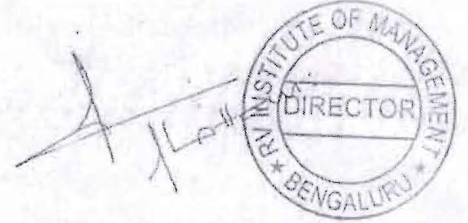
Syam Sundar K S and **Dr. Purushottam Bung** shall be the authorized contact persons who will be coordinating the implementation of this Agreement during its term.

14. This Agreement is prepared in two identical copies with each party holds one original copy duly signed by the authorized representatives.

Signed Digitally on 18-03-2021 for and on behalf of:

K V Mahidhar

CII Institute of Logistics



R.V.INSTITUTE OF MANAGEMENT

Witnesses: (Signature, Name & Address)