

## **India Site License**

### **Case Starter**

**2023 – 2024**

This Agreement establishes the relationship **RV Institute of Management**, and Harvard Business School Publishing (HBSP) regarding membership in the India Site License Program and the terms associated with it.

Harvard Business School Publishing publishes cases, reprints, and book chapters **RV Institute of Management** is a qualified institution of higher learning in India that wishes to use HBSP materials in its management degree, diploma and/or Executive Education programs. Accordingly, HBSP hereby licenses Institution on a non- exclusive basis to use the HBSP Materials specified according to the terms and conditions of this Agreement.

#### **Term and Territory**

1. This Agreement shall be effective from **1<sup>st</sup> November 2023 until October 31<sup>st</sup> 2024**
2. This Agreement is effective in India only. It excludes programs that the Institution operates at campuses or other locations outside India.
3. Upon the termination of this Agreement, all rights revert to HBSP and Institution shall immediately thereafter discontinue reproduction and sale of the Materials. Within six months after the termination or expiration of the Agreement, a final accounting shall be made.

#### **Access to Materials**

Institution will obtain electronic access to master copies of and/or links to HBSP materials through HBSP's single click service, and will in turn distribute these copies to its duly enrolled students in print format. Electronic distribution of SingleClick links is not permitted, unless provided for under Schedule W. Unlicensed use of the Materials will result in immediate termination of the Agreement. Institution agrees to the following terms and conditions:

1. Institution is responsible for diligently enforcing the terms of this Agreement, and in particular for seeing that only authorized users can access the products, that only genuine HBSP licensed content is used, and that all information, including the number of actual users, is fully and accurately reported to HBSP. Failure to adhere to these requirements is grounds for immediate termination of this Agreement.

2. Institution will not share its username identification and password beyond those authorized by HBSP policies, and shall not disclose the identity or location of the links from which it accesses Materials.
3. Institution may use electronic masters only for production of course materials during the term of this agreement. Whether protected or unprotected, the content files which contain the electronic masters remain the property of Harvard Business School Publishing, and are authorized for use only by those staff members of Institution involved in course pack production for students. Electronic redistribution of protected or unprotected content files is not permitted. The masters themselves must not be stored, saved, emailed, shared, or posted on any course site. Doing so is in direct violation of the agreement and the school will be held liable for copyright violation.
4. Institution will assign no more than two administrators to be the designated people responsible for downloading master copies and reporting activities. Institution will provide contact information for the administrators to HBSP by emailing [acadlicenses@hbsp.harvard.edu](mailto:acadlicenses@hbsp.harvard.edu).
5. Institution will report to HBSP any violations of these terms, and any unauthorized access to, or unauthorized use of, HBSP materials, and will assist HBSP as requested in any subsequent investigation.

If HBSP notifies Institution of any cases withdrawn Institution agrees to remove such cases from any filing system -- print or electronic -- immediately and to cease the production of these items. Institution shall remove all masters from any filing system within 6 months of use.

Institution agrees not to use any HBSP materials that have not been supplied by HBSP without prior written approval, nor to permit sale or distribution of unapproved versions of HBSP materials. This license supersedes any right and any reporting mechanism of any Reproduction Rights Organization (RRO) or other collective copyright management organization for which Institution might otherwise be eligible.

### **Reporting and Payment**

This license covers three payment models:

#### **Flat fee license:**

- For Schedule A materials used in the degree-granting programs listed in Schedule K, the fee for this license during the Contract Term is a flat fee calculated as follows:

**USD \$30 for each full time 2 year degree / diploma student** enrolled during the Contract Term or any part of the term.

- The account number for these programs will be:
- HBSP will bill Institution in one installment and will send the invoice upon contract signing. At the end of the contract term, HBSP will issue an additional invoice incorporating any adjustments necessary due to discrepancies between estimated enrollment and actual reported enrollment.

Institution will report each period's usage to the HBSP Sales Coordinator based on the schedule below, using the reporting template provided by HBSP:

February 1<sup>st</sup>, 2024

May 1<sup>st</sup>, 2024

August 1<sup>st</sup>, 2024

November 1<sup>st</sup>, 2024

Institution will make every reasonable effort to capture the status of product usage in Executive Education non-degree programs and will accurately report the results thereof. Usage for non-degree Executive Education programs must be reported separately from other orders. Each reporting period will include all days since the last submitted report. A report must be submitted via email even if there was no activity in the period.

Institution will pay invoices generated by HBSP in a timely manner, in accordance with HBSP's terms and conditions as stated on each invoice

### **Tax Indemnity:**

The payments to be made under the contract are net of all taxes and the Institution shall be responsible for any income tax and Indian indirect taxes like service tax, value added tax, goods and services tax, and other similar taxes, as may be applicable, attributable to the payments made or to be made under this contract to HBSP. The licensee hereby agrees to indemnify, hold harmless from against any and all fines, penalties, taxes (including interest thereon) (collectively "Liabilities") that may arise in India, asserted against HBSP to the extent that such Liabilities result from the default in payment of taxes attributable to the payments made or to be made to HBSP in India.

### **Copyright and Trademarks**

All materials are copyrighted by HBSP or President and Fellows of Harvard College. This license conveys no right, title or interest in the intellectual property comprising the materials other than as specifically provided herein. Institution shall ensure that a printed copyright notice appears on each reproduced copy of the Materials in the format noted in Schedule T. Institution acknowledges that the names, marks, graphics and designs listed in Schedule U are the exclusive property of HBSP and/or President and Fellows of Harvard College. All names, marks, shields, graphics and designs to which this paragraph refers are collectively referred to herein as "trademarks", whether or not registered as trademarks in India.

Institution will promptly notify HBSP if it becomes aware of any piracy, counterfeiting, or other unauthorized use of trademarks or copyrighted material, and shall cooperate with HBSP in responding to such unauthorized use.

### **Right of Inspection**

Institution will maintain books and records to document all copies of the materials accessed by Institution users for a period of not less than two years. HBSP and/or its authorized representatives shall have the right during normal business hours to inspect, at its own expense. Institution books and records insofar as they pertain to the distribution of the materials pursuant to this Agreement. If any inspection discloses inaccurate reporting of past usage, and that inaccurate reporting resulted in over- or under- estimation of the license fee to which HBSP is entitled hereunder, the appropriate amount shall be immediately paid or refunded to the party entitled thereto. Should such audit uncover errors or omissions greater than 10% of what was reported for the period examined, Institution shall reimburse HBSP for the cost of the audit.

Force Majeure Event

Each party is excused from performance under this Agreement and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any event or contingency beyond the control of such party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, natural disasters, acts of God, acts of war or terrorism, actions or regulations of governmental authorities, epidemics, pandemics or other hazards to public health, and similar occurrences. The party who has been so affected shall promptly give written notice to the other party and shall use its best efforts to resume performance when the force majeure has abated

Dr. Friedrich...  
Professor...  
RV...  
CA...  
T. Block

Notices

All notices under this license agreement will be sent to:

a. For HBSP:  
Brandon Hight  
Sr. Director(Americas) and Customer Success  
Harvard Business School  
Publishing  
20 Guest Street, Suite 700  
Brighton, Massachusetts 02135  
United States

b. for RV Institute of Management  
Dr. Purushottam Bung  
Professor & Director  
RV Institute of Management, CA 17, 36th Cross Rd, 4th T  
Block East, Jayanagara 9th Block, Jayanagar, Bengaluru,  
Karnataka 560041

Agreed to on behalf of:

HBSP

Brandon Hight

Sr. Director(Americas) and Customer  
Success

Signature

Date:

*Brandon Hight*

8/30/2023

For, for RV Institute of Management

Dr. Purushottam Bung  
Professor & Director

*Dr. Purushottam Bung*

Signature: **Dr. Purushottam Bung**  
Professor & Director  
Date: **RV Institute of Management**  
CA-17, 36th Cross, 26th Main, 4th 'T' Block,  
Jayanagar, Bengaluru - 560041.

## SCHEDULE A

### Materials

1. Unrestricted individual Harvard Business School printed Cases and Notes
2. Harvard Business Review reprints, including HBR Article Collections
3. All HBSP Newsletter reprints
4. HBS Press standalone book chapters\*
5. HBSP Brief Cases
6. HBS Color Case items\*\*
7. HBS Case Videos\*\*\*
8. HBS Multimedia Cases
9. Third Party case collections and article collections distributed by HBSP

### EXCLUSIONS:

1. HBS Restricted Case items
2. HBS Case Teaching Notes
3. Core Curriculum

*\*Book chapters that have not been digitized and provided to Institution via the delivery process specified in this agreement must be cleared through HBSP's Permissions Department.*

*\*\*Color case items must be reproduced in color only. Black and white copies of color cases are in violation of this agreement.*

*\*\*\*This agreement covers permissions-based use of these materials. HBSP will provide single hard copies to be used as masters for reproduction.*

*eLearning materials not listed here are governed by a separate ordering and delivery process and must be obtained by contacting HBSP Customer Service directly.*

**SCHEDULE K**

**Programs Covered by Flat Annual Fee**

Product usage in the programs listed below is covered under the flat fee for the duration of the contract term.

**Degree/Diploma Programs**

<b>Name of Program</b>	<b>Number of Participants</b>	<b>Fee per students (US \$)</b>	<b>Total Fee (US \$)</b>
MBA 1st Year	180	\$30	\$5,400
<b>Fee for Contract Term</b>			<b>\$5,400</b>

- Cases for any other academic program not covered under the contract shall be billed separately prevailing discounting rates for India Region

**Invoicing Schedule for Flat Fee account:**

September 1<sup>st</sup> 2023                      \$5,400



## SCHEDULE T

### Copyright Notice

1. HBS Cases:

The credit line and copyright notice specified below shall appear at the bottom of the first page:

Copyright © (year of publication) by the President and Fellows of Harvard College. All rights reserved. Reprinted with permission.

2. Harvard Business Review reprints, HBSP Newsletter reprints, and HBSP Brief Cases:

The credit line and copyright notice specified below shall appear at the bottom of the first page:

Copyright © (year of publication) by Harvard Business School Publishing. All rights reserved. Reprinted with permission.

3. Harvard Business School Press standalone book chapters:

The credit line and copyright notice specified below shall appear at the bottom of the first page:

Copyright © (year of publication) by Harvard Business School Publishing. All rights reserved. Reprinted with permission.

## **SCHEDULE U**

### **Rules for Use of Harvard Business School Publishing Names, Trademarks and Logos**

All customers and distributors must adhere to the following rules for the use and display of Harvard Business School Publishing names, trademarks and logos. These rules are binding on you, and failure to adhere to them is grounds for termination of the relationship.

1. You are authorized to use the name HARVARD BUSINESS SCHOOL PUBLISHING, HARVARD BUSINESS PUBLISHING, the initials HBSP, and the Harvard Business School shield when accompanied by the HBSP name or initials.
2. With the exception of Paragraph 3, you are not authorized to use the Harvard Business School shield standing alone; nor the names HARVARD, HARVARD BUSINESS SCHOOL, HBS; nor any other variation of the names or shields of Harvard University or Harvard Business School. For example, you may use HARVARD BUSINESS Press, NOT Harvard Business School eLearning.
3. You may use the name HARVARD BUSINESS SCHOOL CASES when referring to those cases.
4. You may use only logo files that we provide to you.
5. You may not register any trademark that contains the word HARVARD, any Harvard shield or logo, the initials HBS or HBSP or any other reference to Harvard, nor any words or marks similar to these.
6. If you have any questions or uncertainty as to these rules, contact us and we will advise you on proper compliance.
7. Harvard Business School Publishing reserves the right to change or amend these rules at any time. If we do, we will notify you and advise you on proper compliance.
8. Advertising copy, marketing materials, or press releases (print or online) referencing the above-mentioned trademarks or using the above mentioned logos must receive prior approval in writing from HBSP.

## **Harvard Business School Publishing Boilerplate**

The following text may be used at your discretion to acquaint users with HBSP:

### **About Harvard Business Publishing**

Harvard Business Publishing was founded in 1994 with a mission to improve the practice of management in a changing world. As part of that mission, the HBP Higher Education group serves the finest learning institutions worldwide with a collection of more than 7500 case studies, journal articles, books, and eLearning programs, including online courses and simulations. Through its Educator's Web Site and regional teaching seminars, Harvard Business Publishing provides teachers and students with the tools to create courses and classrooms that foster transformative business education. For more information, please visit our website at [www.hbsp.harvard.edu/educators](http://www.hbsp.harvard.edu/educators).

### **Endorsements**

Publication of endorsements from HBSP customers and/or HBSP staff must be fact-checked with the source prior to publication. HBSP staff quotes must be attributed to the individual with their full name, job title, and HBSP included with the quote.

### **URLs**

The URL for the Harvard Business Higher Education Web site is: [www.hbsp.harvard.edu/educators](http://www.hbsp.harvard.edu/educators)

## Schedule W

### Electronic Distribution

HBSP grants Institution the right to electronically deliver SingleClick links to its students with the following conditions:

Institution will ensure that electronic Materials are only available to students currently registered under this site license agreement and that these materials are only accessible through the Institution's password protected course environment, and cannot be accessed, emailed or distributed through any other method. Furthermore, Institution will ensure that these students have access only to Materials for courses in which they are enrolled.

Institution agrees to communicate HBSP's usage guidelines for Materials distributed electronically to its end users, and agrees to monitor end user behavior to ensure that usage guidelines are followed.

Institution shall take all reasonable precautions to protect HBSP Materials from unauthorized transmission, downloading, printing, or other unauthorized use.