

Memorandum of Understanding (MoU)

between

R V Institute of Management
CA 17 3B Cross, 26th Main, 4th T Block, Jayanagar, Bangalore 560041
Karnataka, INDIA

&

Deutsche Management Akademie Niedersachsen gemeinnützige GmbH (DMAN)
represented by Academy Director Harald Becker
hereinafter named as "DMAN"

Whereas RVIM and DMAN have been talked about trainings since 2018 and have jointly agreed – after constructive and friendly talks – to step in a formal agreement to provide services, which shall lead to positive influence on further economic relations between India and the Federal State of Lower-Saxony in Germany

1. Preamble

1.1. DMAN gathers international experts and decision makers (i.e. management) for practice oriented training and skill development. Main targeted corporations are small and medium enterprises (SME) where the decision makers are also interested in economic relations to Germany. DMAN programmes are typically held in Germany, some trainings are locally conducted abroad in India. DMAN cooperates with various organizations, local and global, in the specific targeted regions.

As a Non-Profit Organization, owned by Governmental Institutions, Corporates, Small and Medium Enterprises and Chambers and Associations, DMAN is supposed to carry out practice-oriented seminars (The Programmes) and to improve business relations between seminar participants and German companies.

1.2. RVIM is an institute which works locally in India and abroad, preferably with Germany. RVIM is premier institute of Management, Education, Training, Research & Consultancy located in South India, State of Karnataka, Bangalore. DMAN and RVIM (The Parties) wish to cooperate in future period, aiming on education for managers & decision makers and improving the economic cooperation between Germany and India and other agreed countries. This will be supported by the practical approach of DMAN and the company visit lessons during seminars.

1.3. Target country under this MoU is India. Countries apart from this area may be subject of India activity, provided those enhancements are stipulated in writing between India and DMAN (addendum to MoU).

- 1.4 This MoU has been set effective to support these purposes.
- 1.5 RVIM is considered as preferred partner in India: starting and focusing the activities with DMAN in the area of South India, e.g. State of Karnataka, Bangalore.
- 1.6 RVIM is allowed to introduce other parties in India from the RVIM network/partner that are interested in DMAN services or programmes
2. Content of the agreement
- 2.1 The parties agree to a mutual beneficial relationship referring to conduct the programmes in each other's areas of expertise.
- 2.2 RVIM will undertake the acquisition of DMAN programmes in the target country India. The content of programmes will either be prepared and provided by DMAN or DMAN will create a programme upon clients (i.e. RVIM) request.
- 2.3 In scope of the acquisition activities RVIM shall be entitled to present the DMAN services as "DMAN Partner"
- 2.4 Information materials (brochures, flyer, presentations, logos, pictures, etc.) will be provided to RVIM upon request. If any materials shall be copied, duplicated or reproduced either in hardcopy or in softcopy, an approval of DMAN is needed.
3. Services covered under this agreement
- 3.1 The services covered under the umbrella "training seminars" will cover the areas of
- 3.2 Training, which is practice oriented, covering theoretical lessons and company visits. The content of the respective training courses will be mutual agreed between the parties and stipulated in respective contracts per seminar. At least two international trainings per year at DMAN HQ Celle Germany with participation of 15-20 managers/students. Celle training can be for Mid-Level Managers, Students from RVIM and other institutes connected with RVIM.
- 3.3 B2B Meetings, which can be part of the training courses or as an additional service for any other action provided by RVIM in Germany.
- 3.4 Symposia or Conferences.
- 3.5 If any other services, which are not essential expertise, are requested, both parties will undertake reasonable efforts to find a solution.
- 3.6 All the mentioned events can be performed either in Germany or in India. Local workshop to be conducted minimum 3-5 numbers in the year agreement, workshop magnitude, size and topic to be decided, mutually along with costing.

4. Marketing and Advertising

- 4.1. The marketing of DMAN products in India is at RVIM. Any necessary materials are agreed upon in 2.4.
- 4.2. Special marketing campaigns will be discussed and agreed upon prior to the occasion. Any cost linked to activities under 4.2 will be subject of mutual agreement. Marketing of RVIM services will be performed by DMAN upon request.

5. Contracts and financial agreements

- 5.1. Any cost that may occur by RVIM acquisition activities are borne by RVIM. In the event of joint activities, i.e. a common presentation or joined visits of clients, the respective DMAN costs will be borne by DMAN.
- 5.2. RVIM will act as contractual partner to DMAN, whereas RVIM will make its own contracts with RVIM clients. As a result, for any programmes the contractual partners are DMAN and RVIM.
- 5.3. For any individual agreed programme, a separate contract shall be agreed and submitted.
- 5.4. DMAN as a Non-Profit Limited Liability Company will provide those programmes at cost level to RVIM. RVIM is permitted to put its own efforts and margin on top of DMAN prices, whereas the total amount of the offers to clients shall be oriented at market prices in the respective regions. RVIM is also permitted to bundle the programme prices with additional services, e.g. leisure enhancements, air tickets etc.
- 5.5. DMAN will invoice RVIM for the respective seminars on basis of the individual contracts, if stipulated in contract a pre-payment also. RVIM will pay those invoices according to the terms and conditions stipulated in the respective contracts.
- 5.6. DMAN will not approach RVIM clients directly and vice versa. In the event that RVIM clients are contacting DMAN for direct contracts, DMAN will inform RVIM and a mutual agreement will be found and vice versa.

6. Delegate introduction: Mr. Arun Aragam

- 6.1. DMAN introduces Mr. Arun Aragam as local delegate; he will be responsible for organizing and facilitating local programs in India & Germany. Mr. Arun especially will assist in the organization of local seminar in Bangalore and he will take care about the supportive affairs for this seminar. For the seminars in Germany he can support you regarding the flight tickets, local visa support etc. in order to prepare the participants for the trip to Germany.

7. Legal Agreements

- 7.1. If there should be differences of opinion or misunderstandings between the partners about the contract and its implementation, a solution to them accepted by both parties will be aimed at in talks between the two parties. Any amendments or supplements to this contract shall be in writing. They must be signed by both parties to the contract and will become an integral part of the contract.
- 7.2. The laws of Germany except its laws on collision shall govern this contract and all ensuing claims.
- 7.3. Jurisdiction shall, subject to § 38 ZPO, rest with the courts at Celle. Preferable language shall be English.
- 7.4. The place of fulfilment for both parties is agreed to be Celle.
- 7.5. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

8. Validity Period

- 8.1. This agreement becomes effective the 01-02-2019 and shall have a validity period until 31-01-2020. The period will be prolonged automatically by one year if neither party is requesting changes in this agreement or terminates this agreement three month before expiring the validity period.

Bangalore,



Dr. Purushottam Bung

Professor & Director

R.V. Institute of Management, India, State of
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Director

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Celle,

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Harald Becker

Academy Director

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