

**SHORT TERM CERTIFICATE PROGRAMME ON LOGISTICS AND SUPPLY
CHAIN MANAGEMENT**

MEMORANDUM OF AGREEMENT (MOA)

SERVICES AGREEMENT

Between

**CONFEDERATION OF INDIAN INDUSTRY -INSTITUTE OF LOGISTICS
-CII IL**

And

**DAYANANDA SAGAR ACADEMY OF TECHNOLOGY AND MANAGEMENT-
DSATM**

This AGREEMENT is made:

BETWEEN

CII Institute of Logistics (hereinafter referred to as CIL) having its office at Phase – II, "B", 9th floor, IIT Madras Research Park, Kanagam Road, Taramani, Chennai – 600 113, which expression shall include authorised representative of first part, for CIL..

And

Dayananda Sagar Academy of Technology and Management is approved by All India Council for Technical Education (AICTE), Govt. of India and affiliated to Visvesvaraya Technological University. It has widest choice of Engineering Branches having 7 Under Graduate Courses, B. Architecture & MBA programs.

DSATM with its heritage has fortified numerous student lives to peaks of success within their 4 years of graduate life. It has a scintillating atmosphere with lush greenery, bringing inspiration and new experience to learn. Culture, Art & Performances, sports & fitness blended with high academic education brings out the inner potential of the student to the maximum

The DSATM and CIL are referred to individually as a "Party" and collectively as "Parties".

Both Parties shall appoint one authorized contact person who will be coordinating the implementation of this Agreement during its term. Any changes in the authorised contact person by a party, the other party shall be notified immediately to ensure smooth implementation of the Agreement.

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

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information only and do not affect the interpretation of the Agreement.

2. Supply of Services

2.1. In consideration of Agreement the role of CII IL would be designing and delivering the content and the role of DSATM would be enrolment of the students and collection of fee.

2.2. In supplying the Services,

2.2.1. CII IL will co-operate with the DSATM in all matters relating to the Services and comply with all the DSATM'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 DSATM 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 DSATM and the Service Provider.

3. Consideration

3.1. The Fee to be collected by DSATM and share it with the Service Provider As per the Service Fee schedule.

3.2. Both the parties to complete financial process to before the commencement of the Course

3.3. 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.



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4. Term and Termination

4.1. This Agreement shall commence on 14 June 2021 and continue to be in full force and effect till 31 May 2022, 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 through a 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

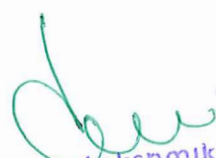
6.1. DSATM shall not use the name of the Service Provider or its trade names, Trademarks, logos or any equivalent thereof in any publicity or advertising, or in any other manner whatsoever, without the prior written consent of the Service Provider.

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 DSATM 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.


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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 respective Court shall have jurisdiction.

10. 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.


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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.

11. **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.

12. **Contact Persons**

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

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

Signed Digitally on xxxx for and on behalf of:

K V MAHIDHAR
EXECUTIVE DIRECTOR

K V Mahidhar

CII Institute of Logistics

Dr. B. R. Lakshmikantha
Dr. B. R. Lakshmikantha.
Principal & Director

Dayananda Sagar Academy of Technology and

Dr. B.R. Lakshmikantha Ph.D Management
Principal / Director

**DAYANANDA SAGAR ACADEMY OF
TECHNOLOGY & MANAGEMENT**

Udayapura, Opp To Art Of Living,
Kanakapura Road, Bangalore - 560 082.

Witnesses: (Signature, Name & Address)


Dr.K Bhanumathi, Chief Operating Officer,CII Institute of Logistics

Bhanumathi

Dr. B. R. Lakshmikantha
Dr. B. R. Lakshmikantha Ph.D
Principal / Director
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SCHEDULE A-I**COURSE SCHEDULE*****CH IL-DSATM– Short Term Certificate Program for All Branches
Logistics and Supply Chain Management (Program Outline) –***

Module 1: Essentials Of Supply Chain Management 1.1 Supply Chain Management Concepts 1.2 Management of Supply Chains 1.3 Green Supply Chains 1.4 Supply Chain Risk Management	Module 4: Role of Technology in SCM 4.1 Introduction 4.2 Fundamentals of Information Technology 4.3 Enterprise Resource Planning (ERP) 4.4 Warehouse Management System 4.5 SCM Software
Module 2: Competitive drivers of Supply Chain 2.1 Demand Planning & Forecasting 2.2 Procurement decision 2.3 Managing inventories in a Supply Chain 2.4 Materials Requirements Planning 2.5 Logistics & Transportation Management	Module 5: Global Supply Chain Management 5.1 Global Supply Chain Management 5.2 EXIM Procedures/Policy 5.3 Incoterms 5.4 Letter of Credit 5.5 Packaging/Labelling 5.6 Risk Management 5.7 Introduction of Containers 5.8 Multimodal Transportation
Module 3: Customer & Supplier Relationship Management 3.1 Introduction 3.2 CRM Process 3.3 Customer Satisfaction Measurement 3.4 Supplier Relationship Management – An Overview 3.5 Strategic Sourcing 3.6 Managing 3PL Service Providers	


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SCHEDULE A-II**SERVICE FEES SCHEDULE**

Service	Number of Participants	Fee per Participant (INR) Online Delivery
	i	ii
Curriculum Content development Online Study materials and Books Online delivery Intensive training for Placement Industry Guest Lectures	Minimum Batch size 40	a) CII-5000/Student b) DSATM-5000/Student c) Total Fee/Participant :10000
GST @ 18%		1800/Student
Total amount payable per Student		11800/Student

Payment Terms

- 1) Total Course Duration:40 Hours
- 2) 2 Sessions per week
- 3) Total Course Duration 12 Weeks
- 4) The Service Provider shall provide invoice at commencement of the Course.
- 5) A batch size shall comprise minimum of 40 students
- 6) Every additional student above 40, payment of INR 10000 plus GST per student is applicable.

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Principal / Director


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I DSATM and CII are partnering to jointly offer co-branded certified courses in Supply Chain Management

2. DSATM is responsible for Marketing & Enrolment of the courses while CII is responsible for course delivery
3. Course fee may be charged Rs. 10,000 + GST
4. Revenue sharing between the partners would be 50%
5. DSATM will receive the training fee and transfer 50% of the Receipts to CII IL Consultancy Account for brand integration and marketing services rendered by DSATM

Role of Both the Parties & Terms

Role of CII	Role of DSATM
a) Curriculum Development	a) Marketing and promotion of the programmes
b) Online delivery of Sessions	b) Enrolment
c) Training Sessions for Internship and Placements	c) Joint Certification (CII-DSATM)
d) Assignments	
e) Assessments	
f) Joint Certification	
g) Awareness Session	


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