**Channel Partner Agreement**

THIS AGREEMENT (“Agreement”) is effective this on \***Date, month and Year\*,**

Between

Deutsch Quality Systems (India) Private Limited, with its registered office at Ground Floor, South Wing, Vaishnavi Tech Park, Sy.No.16/1 and 17/2, Bellandur Gate, Sarjapur Main Road, Ambalipura, Bengaluru - 560102 Karnataka, India (hereinafter referred to as “DQS India”)

And

**\*Name and full address\***, India (hereinafter referred to as “Channel Partner or CP”).

Further, DQS India and the Channel Partner shall be collectively referred to as “Parties” and individually as “Party”.

**WHEREAS;**

(a) DQS India is engaged in the business of providing Management Systems Audits, Assessments and Trainings (“DQS India Services");

(b) The Channel Partner is engaged in the promoting the products / services offered by DQS India and provision **of positive business lead referrals maturing into DQS Business.**

***Note: Promotion is limited to only on sharing on the products / services offered by DQS INDIA. If the client is interested in the products / services of DQS INDIA, Channel partner can refer the client as Lead to DQS INDIA.***

***The Channel Partners are not allowed to perform any activities on or behalf of DQS India on its products and services like, but not limited to:***

1. ***host any webinars,***
2. ***conduct any marketing campaigns / advertisements,***
3. ***conduct online / offline meetings,***
4. ***release brochures / pamphlets / posters,***
5. ***publish DQS India information on their websites like referring to DQS Website, including DQS name, adding DQS LOGO etc.***
6. ***commit to client on the cost, team, dates for audit on behalf of DQS INDIA***
7. ***promise / provide any assurance on the issuance of certificate.***

(c) Based on the representation for the Channel Partner, DQS India has agreed to engage the Channel Partner for providing DQS India Services (as defined hereinafter) on the terms and subject to the conditions agreed hereunder:

NOW, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE ARE ENCLOSED IN NON-DISCLOSURE AGREEMENT

1. **Compensation of Channel Partner**

The pay-out for programs/assignments shall be determined and arrived as mentioned below;

1. **Certification Net Revenue Booking Basis:** Invoiced Value of the Audit Delivered for the 1st Year, net off Travel & Living Expenses and/or any Logo (Accreditation / Company), Database, External Fees etc.
2. **Training Programs Net Profit Basis:** Revenue net off all direct training program expenses e.g. Venue Charges, All Travel, Stay & Living, Conveyance, Training Aids, Material & Handouts, give away etc. However, this would not include the communication expenses incurred for conducting the program.
3. DQS India shall release payment to CPs for respective assessment/program only on fulfilling of following conditions ;
   1. Total invoice/due amount from customer for respective assessment/program/training is/are collected in full; and
   2. CP submits invoice claiming the compensation within 7 days from the deliver completion/report submission applying applicable rate referred in following table;

|  |  |  |
| --- | --- | --- |
| **CP Payout** | | **% of the Net Revenue Booking** |
| a. | Generation of opportunity, contracting | 10% on the first-year value |
| b. | Generation of opportunity, contracting, organizing delivery | 12% on the first-year value |
| c. | Generation of opportunity, contracting, organizing delivery, collection of payments | 15% on the first-year value |

1. **Review**

Review of CP performance shall be done on monthly basis by the respective Regional Business Head of DQS India.

1. **Validity and Termination of this agreement**

The agreement shall be valid for one year from the date of this agreement. On expiry this agreement can be further extended as mutually agreed by DQS India and CP. However, during the tenure this agreement either party shall serve on the other termination notice in writing through email/registered speed post by providing 30 days prior notice.

1. **Non-disclosure clause**

Separate Non-Disclosure Agreement shall be signed off between DQS India and CP, which shall be read as part and parcel of this agreement.

All other terms of the Agreement shall remain unchanged and in full force and effect.

The undersigned represents and warrant that he/she is authorized to execute this agreement on behalf of the CP.

**For and On Behalf of For and On Behalf of**

**Deutsch Quality Systems (India) \*NAME\***

**Private Limited**

Name : Name :

Title : Title :

Date :  Date :

**Address:**