

Agreement for participation in the DHL GoTrade GBSN Fellowship Program

Between

Global Business School Network
1010 Vermont Ave., NW Ste. 201
Washington D.C. 20005
United States

(hereinafter referred to as “**GBSN**”)

and

Participant

Full Name

Jean Pierre Grandes Navarro

Physical Address

(hereinafter referred to as “**the Fellow**”)

Preamble

The Global Business School Network is a registered 501(c) 3 nonprofit organization dedicated to strengthening management, entrepreneurial, and leadership talent for the developing world through better access to quality, locally relevant education. GBSN harnesses the power of a network of over 130 leading business schools that share a dedication to our mission to build management education capacity for the developing world. Through international events and local capacity building projects and programs GBSN facilitates cross-border networking, knowledge sharing, and collaboration.

Deutsche Post DHL Group (DPDHL) is a group of companies which are active worldwide in the markets for mail delivery, express and logistics services, operating at international level in part through its DHL subsidiaries. The controlling company of this group is Deutsche Post AG, a German Stock Corporation (Aktiengesellschaft) with its registered offices in Bonn, Germany.

Under the DHL GoTrade GBSN Fellowship Program (“*Fellowship Program*”) and together with DPDHL, GBSN will provide a number of activities which the Fellow may attend and thereby participate in.

Prior to participation, the parties agree as follows:

1. DHL GoTrade GBSN Fellowship Program Activities

The Fellow will attend or attend to inter alia the following activities in the course of the 12-month program, commencing April 2023:

- i. A minimum of three (3) surveys to track the progress between the Fellow and their assigned Small and Medium-sized Enterprise (SME).
- ii. Participate in at least five (5) modules — of which two (2) are mandatory — of the Trade and Grow beyond borders training curriculum.
- iii. Participation in all three (3) Business Review Meetings (BRM) including the preparation of a presentation (to be submitted five (5) working days prior to BRM).
- iv. Participation in at least three (3) of four (4) Fellow networking sessions.
- v. Submission of all three (3) Reflection Notes as per deadlines.
- vi. Maintain consistent communication with their assigned SME and alert GBSN as soon as is reasonable where difficulties are experienced in this regard.
- vii. If the Fellow has 'opted-in' to be mentored by a DHL manager to support personal and career-based development, the Fellow is responsible for maintaining said relationship.

2. Confidentiality

2.1 During the DHL GoTrade GBSN Fellowship Program certain information, inter alia: training materials; oral/ written feedback; mentoring content; proprietary information of the assigned SME, will be made available to the Fellow. Fellows should treat all such information as CONFIDENTIAL INFORMATION.

2.2 Information shall not be considered confidential, if

- i. it is already in the public domain or enters the public domain, without the Fellow, being responsible therefore;
- ii. it is already known to the Fellow;
- iii. the Fellow is obliged to disclose the information pursuant to legislation or a court or official order. In the event of such an obligation of disclosure, the Fellow shall notify GBSN thereof in writing, immediately after they got knowledge of such obligation.

2.3 The Fellow shall disclose CONFIDENTIAL INFORMATION only to such directors, members of the supervisory board, officers, employees, advisors, agents, or consultants, who are subject to a confidentiality obligation equivalent to this agreement or are professionally obliged to maintain confidentiality. The Fellow shall not disclose CONFIDENTIAL INFORMATION to third parties or bring it into the public domain.

2.4 The Fellow shall use CONFIDENTIAL INFORMATION only for the purposes mentioned in the preamble of this agreement. The Fellow shall neither directly nor indirectly use CONFIDENTIAL INFORMATION for other purposes, including but not limited to competitive purposes.

2.5 All CONFIDENTIAL INFORMATION shall remain the sole property of GBSN, DPDHL or its AFFILIATES, respectively. Neither the Fellow nor any of the persons permitted to access to CONFIDENTIAL INFORMATION under the terms of this agreement shall have any rights to CONFIDENTIAL INFORMATION.

2.6 All communication (e.g., press releases, naming as a reference customer, contractor, supplier, training materials) of the Fellow concerning or in connection with this agreement shall require the prior written consent of GBSN.

2.7 The Fellow will also not use any commercially sensitive information made available to them by an SME during the DHL GoTrade GBSN Fellowship Program for any purpose other than that strictly connected to the program. Any commercial use of this information by the Fellow is excluded and prohibited. The Fellow will treat all such information as strictly confidential.

2.8 The confidentiality obligations contained herein shall also apply after completion or termination of the DHL GoTrade GBSN Fellowship Program or if the Program is not realized.

3. Graduation

3.1 The criteria outlined in clause 1 (i-vii) herein and as further enumerated in the *Program Guideline* sets out the requirements which will constitute successful completion and therefore graduation from the DHL GoTrade GBSN Fellowship Program. The aforementioned guideline document will be provided to the Fellow before commencement of the Fellowship Program.

3.2 The Fellow acknowledges that successful completion of the Fellowship Program is dependent on various factors outside of the control of GBSN or its partners. All parties are expected to proceed in good faith.

3.3 The Fellow acknowledges that their matched SME's failure to complete the DHL GoTrade GBSN Fellowship Program may consequently negatively affect the Fellow's ability to successfully complete and therefore graduate from the Fellowship Program.

3.4 While the Fellow may well complete their registered program of degree at their university before the completion of the Fellowship Program, the Fellow commits to completing the Fellowship Program in the knowledge that these respective timelines may not align.

4. Data

4.1 GBSN is in receipt of the Fellow's personal data as captured within the Fellow's application to the 2023 DHL GoTrade GBSN Fellowship Program.

4.2 The aforementioned information includes among other data points the Fellow's contact information, resume, academic qualifications, and further particulars in respect of the Fellow's personal and professional history.

4.3 The Fellow shared this information freely and consents to its use in furtherance of the selection process for the Fellowship Program and its continued use and dissemination as is necessary for the proper functioning of the Fellowship Program.

4.4 The list of third parties with whom the Fellow's information may be shared includes the Deutsche Post DHL Group, participating SMEs, Institutions of Higher Education, and any other parties involved in the Fellowship Program.

4.5 Should the Fellow choose to have their information removed or withdraw from this process, they should indicate so in writing to [<gotrade@gbnsn.org>](mailto:gotrade@gbnsn.org).

5. Miscellaneous

5.1 Changes, additions, and other side agreements to this agreement must be agreed to in the written form; this also applies to any waiver of the requirement for the written form itself.

5.1 Neither party may invoke any actual practice contrary to the agreement where this difference has not been specified in writing.

5.2 If one of the terms of the present agreement is or becomes invalid or impracticable, this shall not affect the validity of the remaining terms. However, in such an eventuality, the parties shall immediately replace the invalid or impracticable term by a similar but valid, practicable term which emulates the purpose of the invalid or impracticable term as closely as possible.

5.3 This agreement is governed by and shall be construed in accordance with US law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

5.4 The place of jurisdiction for disputes between the parties as a result of or in connection with this agreement is Washington D.C., United States.

6. Code of Conduct

6.1 The Fellow should conduct themselves at all times in accordance with the code of conduct stipulated by their registered academic institution for the duration of the Fellowship Program.

Signature: 
Jean Pierre Grandes Navarro (Apr 3, 2023 08:40 CDT)
Email: amawta.strategy@gmail.com

Apr 3, 2023