



Terms of Reference (TOR) for Consultancy Services

Title	Engagement of a Honey Value Chain Expert for Enterprise Strengthening, Capacity Building, Technology Assessment, and Knowledge Documentation
Timeline	7 months
Expected area of expertise	Practical experience across climate-resilient apiculture and sustainable honey value chains; community-based capacity building; honey production, processing and quality improvement; appropriate technology integration; sustainable resource management; demonstration and experiential learning; knowledge documentation; climate adaptation; and ecosystem strengthening.
Apply Link	https://forms.gle/2acALQ86N219zSpx8 (Contact Procurement for Form Link)
Last Date for Apply	31st August 2026, 5 PM

About SELCO Foundation:

SELCO Foundation's mission is to create a platform of solutions that uses sustainable energy as a catalyst to bridge environmental sustainability and poverty alleviation. With holistic development as the primary focus, the organization strives to create equitable societies, where services are accessed by all communities. The interventions of SELCO lead to a sustainable delivery model of essential services like livelihoods, education, and health till the last mile. (Read more about SELCO here: <http://www.selcofoundation.org/>)

1. About the Programmes:

SELCO Foundation works with community practitioners, producer groups, and ecosystem stakeholders across diverse livelihood systems to strengthen climate-resilient livelihoods through demonstration, knowledge sharing, capacity building, and appropriate technology integration.

Within the honey value chain, there is significant opportunity to improve livelihood resilience through sustainable beekeeping practices, quality enhancement, value addition, climate-resilient technologies, and strengthened community capacities while conserving local ecosystems and biodiversity.

SELCO Foundation proposes to engage an experienced Champion Honey Practitioner to contribute practical knowledge and field experience towards strengthening climate-resilient honey livelihoods. The engagement will focus on mentoring community practitioners and producer groups, demonstrating climate-resilient interventions across the honey value chain, documenting best practices, and strengthening local capacities for sustainable honey production and value addition.

The engagement seeks to translate proven field experience into practical learning models, demonstration sites, and knowledge resources that can be adapted and replicated across communities to strengthen resilient honey-based livelihoods.

2. Objective:

The engagement aims to:

- Document and promote proven climate-resilient practices across the honey value chain.
- Strengthen the capacities of **10 identified champion honey practitioners/sites** through structured mentoring, technical guidance, and experiential learning.
- Enhance community knowledge and capacities in sustainable honey production, quality improvement, value addition, and resource-efficient practices.
- Demonstrate appropriate technologies, renewable energy applications, and climate-resilient interventions across the honey value chain, benefiting at least **15 honey producers** within the local sourcing network.
- Demonstrate sustainable approaches for honey product diversification and value addition that enhance livelihood resilience.
- Generate practical knowledge products, case studies, and learning resources to support replication and scaling of climate-resilient honey livelihood interventions.

3. Scope of Work

The consultant will be responsible for the following five areas of work:

Area	Detailed Tasks
1. Knowledge Documentation and Capacity Building	• Share existing manuals, Package of Practices, technical materials, process documents, and other knowledge resources developed through practical experience in the honey value chain.

	• Provide technical inputs and practical knowledge required by SELCO Foundation for digitisation of the Package of Practices. • Review and validate the final knowledge content developed by SELCO Foundation.
2. Mentorship of Champion Honey Entrepreneurs	• Mentor 10 honey entrepreneurs/champion sites identified in consultation with SELCO Foundation. • Provide practical guidance on market linkages, sales strategy, business propositions, and other enterprise challenges based on the requirements of the entrepreneurs. • Participate in periodic interactions with the entrepreneurs and provide recommendations for strengthening their enterprises.
3. Climate-Resilient Honey Value Chain Demonstration	• Assess the end-to-end honey value chain, from bee boxes and honey production to extraction, collection, processing, and other relevant stages, to identify opportunities for appropriate technology, renewable energy, energy efficiency, and climate-resilient interventions. • Extend the assessment and interventions to at least 15 honey producers/end users within the enterprise's existing sourcing network. • Identify and support the implementation of priority interventions in collaboration with SELCO Foundation and relevant technical partners. • Demonstrate and document how climate-resilient interventions can strengthen the wider honey sourcing and production value chain.
4. Sustainable Honey Processing, Value Addition and Demonstration	• Identify opportunities for diversification beyond conventional bottled honey. • Identify and prioritise commercially relevant honey and bee-based value-added products. • Implement and demonstrate selected value-addition products and processes at the model Honey Experience Centre/site. • Document the technology, infrastructure, skills, investment, operational, and market requirements for establishing and replicating the selected value-addition activities.

Role of SELCO Foundation (SF)

- Provide overall **programme direction, coordination, and guidance**.
- Facilitate access to **identified entrepreneurs, end users, and relevant stakeholders**.
- Review and approve **work plans, key interventions, milestones, and deliverables**.
- Support the **implementation of prioritised interventions**, subject to feasibility and approvals.

Expectations from the Bidder/Vendor

- Provide **practical technical expertise, mentorship, and capacity building** across the honey value chain.
- Conduct required **assessments and recommend appropriate technology and climate-resilient interventions**.
- Support **value addition, demonstration, implementation, and monitoring** of selected interventions.
- Share practical knowledge and submit all agreed **documentation, reports, and deliverables** within the defined timelines.

4. Deliverables to be provided (Detailed Deliverables, Week Wise/Quarter Wise/Month Wise to be provided)

The consultant is expected to produce the following deliverables based on the Scope of Work:

Deliverables	Required Output	Required Number
Honey Package of Practices and Knowledge Resources	Existing manuals, Package of Practices (PoPs), SOPs, process documents, and other relevant technical resources shared with SELCO Foundation, along with technical inputs and validation for digitisation and knowledge development.	1 consolidated knowledge repository (Videos and cases)
Capacity Building and Mentorship of Champion Honey Enterprises	Capacity-building sessions and continuous mentoring provided to identified champion honey enterprises on production, enterprise management, market linkages, business planning, value addition, and enterprise strengthening.	10 champion honey enterprises/sites mentored

Honey Value Chain Assessment and Technology Intervention Plan	End-to-end assessment of the honey value chain, including production, extraction, collection, processing, storage, packaging, and marketing. Baseline assessments of selected enterprises/end users, identification of technology gaps, renewable energy opportunities, and climate-resilient interventions, with enterprise-specific technology recommendation and intervention plans submitted to SELCO Foundation.	Minimum 15 end users assessed + 15 baseline reports + 1 consolidated technology assessment and intervention report
Technical Support, Monitoring, and Documentation	Technical guidance provided to SELCO Foundation during implementation, periodic monitoring of interventions, documentation of progress, lessons learned, case studies, and submission of end-line assessment and final implementation report with recommendations for replication and scale-up.	Minimum 15 end users monitored + 1 end-line assessment report + 1 final project completion report
Honey Product Diversification and Value Addition	Assessment and identification of commercially viable honey and bee-based value-added product opportunities. Documentation of production processes, technology requirements, infrastructure, investment, operational requirements, market potential, and business feasibility for selected products.	Minimum 5 value-added product feasibility documents + 1 value addition documentation report

5. Selection Criteria:

The agency will be selected based on: (Below Table is only for E.g. You can create based on your project)

Evaluation Component	Criteria Focus	Weighting (%)	Required Evidence in Proposal
1. Practical Experience & Honey Value Chain Expertise	Demonstrated practical experience, technical expertise, credibility, and understanding of the honey value chain.	15%	Details of relevant experience, previous assignments/projects, enterprise profile, achievements, and

			references or supporting credentials.
2. Enterprise Experience	Experience in establishing, developing, managing, or scaling a honey or beekeeping-based enterprise.	15%	Description of the enterprise, business model, scale of operations, products, markets served, value addition activities, and key achievements.
3. Mentorship Capability & Knowledge Sharing	Ability to provide practical, context-specific guidance to entrepreneurs and willingness to share and document learnings.	15%	Proposed mentorship approach, examples of previous mentoring/training, methodology for supporting entrepreneurs, and approach towards knowledge sharing and documentation.
4. Innovation, Experimentation & Demonstration Potential	Experience and interest in product development, appropriate technology, market innovation, enterprise diversification, and developing the enterprise as a replicable demonstration model.	20%	Examples of innovations or experiments undertaken, proposed areas for innovation, enterprise development plan, and approach for creating demonstration and learning opportunities.
5. Collaborative Approach & Proposed Methodology	Ability to work collaboratively with entrepreneurs, communities, technical experts, and other ecosystem stakeholders, along with the overall approach proposed for the assignment.	15%	Detailed proposed approach, work methodology, stakeholder engagement plan, implementation strategy, and expected outputs.
6. Financial Proposal & Value for Money	Overall cost, clarity of budget break-up, reasonableness of costs, and value for money in relation to proposed activities and outputs.	20%	Detailed financial proposal with activity-wise and/or output-wise budget, cost assumptions, and justification for major expenses.
TOTAL		100%	

6. Submission Requirements:

Interested collaborators (individuals, teams, or agencies) are requested to submit the following by before deadline

1. **Organizational/Individual Profile:** Overview of your team/experience.
2. **Proposed Approach:** A brief document outlining your understanding of the CSP Fellowship and your proposed strategy to execute the SOW, focusing on narrative-led communication.
3. **Relevant Portfolio:** Examples of previous work in the development sector, complex issue advocacy, or narrative design (especially for fellowships or systemic change initiatives).
4. **Financial Proposal:** Detailed quotation for the execution of the entire scope of work.

Please ensure your application directly addresses your capability to own the end-to-end execution of communication design across strategy, production, and dissemination. Agencies are asked to account for flexibility in terms of time allocation or the number of deliverables for the required scope of work which is possible in the given duration of the campaign.

Note: Applicants are required to submit **applications to apply in the link**. Each application should detail the plan, methodology, and deliverables specific as per the requirement mention in the scope of work.

7. Intellectual Property

All final outputs, templates, and visual assets created under this engagement will be the intellectual property of SELCO Foundation and will be freely available for public sharing under an open-source license.

8. Payment Terms:

It will be deliverable-based, with quarterly payments made in accordance with the terms agreed upon between the consultant and SELCO Foundation. Please provide your proposal and quotation for the above-mentioned program requirements. Capture Timelines and Split cost wherever possible.

Number of Instalments	Details
1st Instalment	30% of the overall project cost will be released upon signing of the agreement and submission of the detailed work plan, implementation schedule, and monitoring framework.
2nd Instalment	20% of the project cost will be released upon submission of the existing Package of Practices and knowledge resources; initiation of mentorship for 10 champion honey entrepreneurs/sites;

	completion of baseline assessments; identification of at least 15 end users; and submission of the honey value chain assessment and technology needs assessment report.
3rd Instalment	30% of the project cost will be released upon demonstrated progress in mentoring the 10 champion honey entrepreneurs/sites; submission of enterprise-specific technology recommendations and intervention plans; provision of technical guidance to SELCO Foundation during implementation; and submission of progress monitoring and documentation reports.
4th Instalment	20% of the project cost will be released upon completion of all agreed deliverables and submission of the final project report, including end-line assessment, implementation support documentation, impact assessment, case studies, lessons learned, and recommendations for replication and scale-up.

9. Application Process

If your enterprise meets the eligibility criteria and is interested in collaborating with the SELCO Foundation, please complete the application form linked below with the required information. Agency / Consultant are requested to upload their technical proposals and financial quotations directly into the application form.

Provide split costs as per deliverables based:

Please provide your proposal and quotation as per deliverables based and mentioned program requirements. Capture Timelines and Split cost wherever possible.

10. To apply

Interested consultants / organisations, with relevant experience (please include samples and/or references of the previous similar work as proof of experience) and based out of India are requested to reach out with a detailed proposal giving a brief on the methodology and the process they will uptake for this project, including budgets (with break-ups and explanation), timelines and milestones and submit the same to google form <https://forms.gle/2acALQ86N219zSpx8> on before **31st August 2026, 5PM.**

Any further queries please write to procurement@selcofoundation.org with a subject line: **“Engagement of a Honey Value Chain Expert for Enterprise Strengthening, Capacity Building, Technology Assessment, and Knowledge Documentation”** (Name of Project)

Financial Proposal Template: Budget Breakdown & HR Allocation

Collaborators are requested to use this template to provide a transparent breakdown of the costs associated with the annual contract.

Section A: Strategic & Foundational Work (Lump Sum)

This section covers the initial, high-value strategic work, which is typically billed as a one-time setup fee or included in the first-month retainer.

<i>Deliverable (Part 1 & 4)</i>	<i>Estimated HR Days Required</i>	<i>Key Personnel (e.g., Narrative Lead, Strategy Director)</i>	<i>Proposed Cost (Lump Sum/Setup Fee)</i>
<i>1.1 Narrative Strategy Development (Context Setting, Messaging Framework)</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<i>1.3 Branding & Asset Management (Template Creation, Guidelines Review)</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<i>4.2 Measurement & Adaptive Learning System Setup (Tracking, Reporting Framework)</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<i>TOTAL STRATEGIC SETUP COST</i>			<i>[Collaborator Input]</i>

Section B: Recurring Deliverables (Monthly/Quarterly Unit Cost)

This section breaks down the monthly recurring costs based on the quantifiable deliverables defined in Parts 2 and 3. The final annual cost will be the **Monthly Cost x 12 months**.

<i>Deliverable / Unit of Output</i>	<i>Frequency (Monthly Qty)</i>	<i>Estimated HR Hours/Unit</i>	<i>Key Personnel (e.g., Writer, Designer, SM Manager)</i>	<i>Cost Per Unit (INR)</i>	<i>Total Monthly Cost</i>
<i>Social Media Posts/Graphics</i> (4 per month: Foundational Context)	4	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
<i>Social Media Announcements/Features</i> (2 per month: Fellow/Mentor profiles)	2	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
<i>Fellow Journey/Progress Updates</i> (6 per quarter \$ \rightarrow \$ 2 per month)	2	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
<i>Curated/Amplified Partner Content</i> (2 per week \$ \rightarrow \$ 8 per month)	8	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]

Monthly Content Calendar & Report (1 per month)	1	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
CSP Network Newsletter (1 per month)	1	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
Field-Driven Case Study Blog (1 per month)	1	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
Fellow Narrative Arc/Reflection Blog (2 per quarter \$ \rightarrow \$ 0.67 per month)	0.67	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
Thought Leadership Article (1 per quarter \$ \rightarrow \$ 0.33 per month)	0.33	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
Content Repurposing (4 assets per long-form unit \$ \rightarrow \$ 6 per month)	6	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]	[Collaborator Input]
SUB-TOTAL MONTHLY DELIVERY COST					[Collaborator Input]

Section C: HR Allocation & Management

This section summarizes the key personnel and their monthly time dedication to the CSP account.

<i>Role/Personnel Title</i>	<i>Description of Responsibility</i>	<i>Monthly Time Allocation (e.g., 20 days/month, 80 hours/month)</i>	<i>Monthly Retainer/Salary</i>
<i>Narrative Lead / Account Manager</i>	<i>Overall strategy, client communication, ensuring narrative fidelity.</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<i>Senior Content Writer / Editor</i>	<i>Long-form content production (Blogs, Case Studies, Newsletters).</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<i>Social Media Specialist</i>	<i>Execution, scheduling, performance reporting, community management.</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<i>Graphic Designer</i>	<i>Visual asset creation for social media and templates.</i>	<i>[Collaborator Input]</i>	<i>[Collaborator Input]</i>
<i>TOTAL MONTHLY HR ALLOCATION</i>			<i>[Collaborator Input]</i>

Section D: Total Contract Value Summary (Annual)

Description	Amount
A. Total Strategic Setup Cost (Lump Sum)	<i>[Collaborator Input]</i>
B. Total Annual Delivery Cost (Section B Monthly Cost x 12)	<i>[Collaborator Input]</i>
C. Total Annual HR/Management Cost (Section C Monthly Cost x 12)	<i>[Collaborator Input]</i>
D. Contingency/Innovative Engagements (e.g., 5% of B+C)	<i>[Collaborator Input]</i>
E. TOTAL PROPOSED CONTRACT VALUE (A + B + C + D)	<i>[Collaborator Input]</i>

Note: If there is travel required, kindly mentioned tentative budget along with number of days of travel.

Refer Terms and Condition:**1. Sub-contracting:**

In the event that the Consultant requires the services of subcontractors to perform any obligations under the Contract, the Consultant shall obtain the prior written approval of the Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Consultant to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Consultant shall be solely responsible for all services, obligations and deliverables performed by its subcontractors

2. Quality Assurance

The data submitted to Selco Foundation should be accurate, complete, reliable and relevant. Consulting agency shall establish additional layers for data cleaning and submission.

3. Financials & Reporting

TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. In accordance with the Central Board of Direct Taxes circular No. 7 of 2022 dated 30th March, 2022 in relation to the clarifications with respect to Section 114AAA of the Income-tax Rules, 1962, failure to link Aadhar number to the PAN card and/or failure by any person, who falls within the income tax bracket or otherwise, to file tax returns in relation to payment of TDS for any service (in accordance with Section 206AB and 206AA) and/or an inoperative PAN card will result in a 20% tax deduction.

4. Indemnification

Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by both parties in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.

5. Patent, Copyright and other Proprietary Rights

- i. Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.
- ii. Subject to the foregoing provisions, all documents, reports, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Foundation's authorized officials on completion of work under the Contract
- iii. The Consultant will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him

by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.

- iv. Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports and any information from the said contracts shall be done with written approval from the Foundation.

6. Publicity, use of name & Logo of the Foundation:

The Consultant shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Foundation, nor shall the Consultant, in any manner whatsoever use the name, emblem, logo or official seal of the Foundation or that of SELCO in connection with its business or otherwise without the written permission of the Foundation.

- 7. Observance of Law:** Compliance with Laws and Regulations: The Consultant will comply with all applicable laws, rules, regulations and statutory requirements and amendments thereof, in the manufacture and distribution of products and supplies and in providing services to the SELCO and during the term of this Agreement.

Child Labor: The Consultant will, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Child Labour (Prohibition and Regulation) Act of 1986, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

Forced Labor: The Consultant will not engage in any activity that will result in forced or compulsory labor under applicable laws including the Bonded Labour System (Abolition) Act, 1976,

Abuse of Labor: Consultant will act in accordance with applicable laws and regulations and will not violate the rights of labourers as stated in The Factories Act, 1948 and similar legislations.

Working Hours, Overtime, Wages and Other Benefits-Working hours, wages and benefits shall be provided by the Consultant to its staff and employees in accordance with applicable laws including the Minimum Wages Act, 1948.

Declaration of blacklisting: Consultant represents and warrants to SELCO that, as on the date of signing of this Purchase Order, it is neither blacklisted/ debarred nor it is under a declaration of ineligibility by Central / State or Semi-Government Organization/Department or Institutions and Public Sector Undertakings in India and abroad. The Consultant further

undertakes to duly inform SELCO in the event it is blacklisted subsequent to execution of this Purchase Order.

Compliance with Anti-bribery Laws: Consultant and each of its directors, officers, employees, agents or other (collectively referred to as "Consultant") represent and warrant that it shall not either directly or on behalf of SELCO Foundation give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in India or abroad ("Officials") with an Intent to influence any act or decision in his or her official capacity Induce the Official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or Induce to use such Official 's influence improperly to affect or influence an act or decision.

The Consultant shall not provide any offering, promising, giving or receive, solicit or accept a financial or other advantage, or any other thing of value, with the intention of influencing or rewarding the behaviour of a person in a position of trust to perform a public, commercial or legal function to obtain or retain a commercial advantage.

The Consultant understands and acknowledges that any non- adherence to the warranty as stated herein above will be violation of the provisions of the Indian Prevention of Corruption Act,1988 and other applicable laws and legislations ("Anti-bribery Laws").

In addition, Consultant agrees to promptly report to SELCO Foundation of any incident of breach or potential breach of this section.

Compliance with Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013 (PoSH): The Consultant shall agree to adhere to the mandates prescribed under the Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace.

8. Termination:

Either party may terminate this contract by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of Seven (7) days from the date of such notice. In addition, the Foundation may also terminate this contract forthwith in the event of any fraud, misconduct or neglect of duties on the part of the Consultant. Any notice to be given hereunder shall be sufficiently given to the Consultant if forwarded by registered post or by Courier Service to the last known postal address of the Consultant and shall be sufficiently given to the Foundation if similarly forwarded to the registered office. Upon the termination of this contract and payment of the said fees due up to such termination, and payment of all disbursements and out-of-pocket expenses incurred up to the date thereof (provided the same have been incurred after obtaining prior approval), the Consultant shall

deliver all deeds, documents and paper in his possession relating to the business of the Foundation or as the Foundation shall direct, and shall continue to afford him all reasonable assistance for concluding pending matters at the date of such termination without making any charge thereof.

9. Force Majeure:

- i. *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Consultant
- ii. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*.
- iii. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- iv. If the Consultant is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the Foundation shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in this Contract.
- v. Both the Foundation and the Consultant fully and freely intend to create an independent Contractor relationship under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Both parties agree that the consultant has the right to sole and exclusive control over the manner and means employed in performing their activities under this Contract.

10. Settlement of disputes:

- i. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.

Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, the matter shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.