

DISTRICT COORDINATOR AGREEMENT

This agreement is made as of the ____ day of _____ in the year 20____ at _____, _____ India by and among

This agreement is made as of the ____ day of _____ in the year 20__ by and between **All India Council for Robotics & Automation (AICRA)**, a trust registered under Indian trust act 1882, (Hereinafter referred to as '**AICRA**' which expression shall, unless repugnant to the context or meaning thereof and include its successors and permitted assigns) of the One Part;

AND

Times Globacom Pvt Ltd, a company registered under company's act 1956, India (Hereinafter referred to as 'TGPL' or "National Coordinator of AICRA" (Second Party) which expression shall, unless repugnant to the context or meaning thereof and include its successors and permitted assigns) of the Second Part;

AND

_____ (Hereinafter referred to as "District Coordinator of AICRA", (Third Party) which expression shall, unless repugnant to the context or meaning thereof and include the successors and permitted assigns) of the Third Part;

Times Globacom Pvt Ltd, the National Coordinator of AICRA and the District Coordinator of AICRA shall hereinafter individually refer to as "Party" and collectively as "Parties".

WHEREAS:

- (a) TGPL is the National Coordinator of "**All India Council for Robotics & Automation (AICRA)**" and authorized to appoint State and District Coordinator in India continent.
- (b) TGPL is *inter-alia* engaged in the business of technical training, supplying and manufacturing electronics components, managing events and tech shows and maintaining various online portals. TGPL is engaged in the business of online/off-line education including running other alliance portals.
- (c) The District Coordinator represents that it is engaged in the business of Education & Education products and services.
- (d) The District Coordinator further represents to AICRA and the National Coordinator that it possesses requisite infrastructure, manpower and adequate financial resources to fulfill all its obligations set out in this Agreement and is in a position to effectively promote, market and develop the business of AICRA services.
- (e) Based on the said representation of the District Coordinator, AICRA, agrees to appoint the District Coordinator to promote TGPL services and develop its market.
- (f) The District Coordinator undertakes to abide by the terms and conditions of this Agreement and / or of the DC's Policy Manual, as amended and in force from time to time and understands that any breach may constitute a material breach and shall entitle the National Coordinator to terminate / discontinue services, with immediate effect, at its sole discretion.

In consideration of the mutual premise and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS – In this agreement unless the context provides otherwise:

- i. **Agreement** shall mean entire agreement as defined under Clause 2 herein.
- ii. **Business** shall mean and include orders booked by the District Coordinator in a Financial Year, for which the invoice/s are raised by the National Coordinator or AICRA (only if applicable) to the End-users in the same Financial Year.
- iii. **Confidential Information** shall mean any and all information/documents exchanged by AICRA or National Coordinator with the District Coordinator under the terms of this Agreement or incidentally thereto, and shall not be limited to but include documents, details, manuals, accounts, business plans, quarterly analysis reports, on-line information Website, data development materials and the delivery material and updates communication network, electronic commerce support services and other allied services, dedicated ports, End-users database, financial information, data feed, formula and pricing information and all other documents, or any other information of National Coordinator, whether disclosed to the District Coordinator via oral, graphic, written, electronic or machine readable form, whether or not the information is expressly stated to be confidential or marked as such, all intellectual Property, instant agreement and other proprietary information including without limitation design and other intellectual property rights connected thereto including but not limited to copyright, trademark, trade name, brand name, service marks, etc.
- iv. **Period:** This Agreement shall commence on the date hereof _____ **20__** and (subject to the termination provisions) shall be valid for a period of One Year (“the Term”), unless otherwise mutually agreed upon between the Parties hereto, this Agreement shall stand automatically terminated by efflux of time as at the close of business as on the last day of validity of this Agreement.
- v. **End users** shall mean and include all the subscribers of the National Coordinator who wishes to avail/who is availing it services specified in this agreement.
- vi. **Exclusivity:** This agreement entered into between the parties is on exclusive basis inasmuch as the District Coordinator shall not directly or indirectly execute any arrangement/agreement with any third party for similar / same Services, as contemplated under this agreement. The District Coordinator hereby acknowledges and accepts that such exclusivity on the part of the District Coordinator is an essence of this Agreement.
- vii. **Force Majuro Event** shall mean and include an act of God, Governmental Authority, public enemy, war, riot, flood, civil unrest, insurrection, adverse climatic conditions, power outage, failure of performance by a third party (not due to any act or omission by either Party) or any other cause beyond the control of either Party to this Agreement.
- viii. **Intellectual Property** shall mean all direct and ancillary rights, title and interest in any trademarks, trade names, goodwill, service marks, copyrights, software program / code, domain names, patents, designs, end-user databases and any other intellectual property including in any form relating to National Coordinator.
- ix. **Material breach** shall mean when the District Coordinator fails in any respect to perform or exercise or comply with any of its rights and obligations respectively or where the District Coordinator causes or may cause an adverse effect upon National Coordinator’s ability to fulfill the terms of this Agreement.
- x. **Material Fact** shall mean any fact which is a material that to be disclosed by the either party to the other party for the execution of the agreement.
- xi. **Service/s** shall mean and include services like, Domains, Corporate mail, Websites, Online education etc. including other products & services to be introduced through District Coordinator by National Coordinator or AICRA (at the discretion of AICRA) from time to time.

- xii. **Term** shall mean the tenure of this Agreement as referred under clause 6 of this agreement.
- xiii. **Territory** shall mean the district of _____, _____ as referred in **Annexure A.**

2. ENTIRE AGREEMENT

This Agreement along with the District Coordinator's Policy Manual, constitutes the entire agreement and understanding of the Parties, and supersedes any previous agreement or understanding between the Parties, relating to the subject matter of the Agreement.

3. OBLIGATIONS OF AICRA

- i. **Technical Training:** Quality and content checking of all orders taken by District Coordinator and executed by the National Coordinator as per the AICRA guidelines.
- ii. **Induction:** Providing induction to District Coordinator's team as well as facilitating them with all technical and enabling sales support via national coordinator.
- iii. **Product Information:** AICRA shall, on best effort basis, 1st provide promotional materials like brochures, collateral's and tariffs to the Coordinators for the effective promotion of the Service/s and provide intimation to the District Coordinator; in the event of any change(s) / revision(s) / updation(s) / alteration(s), from time to time in either Service/s or Tariffs. AICRA reserves the right to charge a reasonable cost for brochures provided to the Coordinator for additional demands.
- iv. **Financial Consideration:** AICRA will monitor pay through National Coordinator to District Coordinator, the Commission for soliciting the sale of National Coordinator's Services. The commission is designed for the parties to earn on achievement of targets/milestones. The Commission Structure along with other terms and conditions for all Services provided herein is specifically laid down in the District Coordinator's Policy Manual.

4. OBLIGATIONS OF NATIONAL COORDINATOR

- i. **Technical Training:** Facilitating & Executing all order's execution taken by District Coordinator as per the AICRA guidelines.
- ii. **Marketing Support:** National Coordinator shall provide basic PoS material to optimize business orders and help approving creative designed by District Coordinator. Also wherein AICRA's logo etc are involved , AICRA will take the final call for approval.
- iii. **Product Information:** Informing District Coordinator time to time on all policy amendments, tariffs and other communication released by National Coordinator as updated/suggested by AICRA.
- iv. **Sales Promotion:** National Coordinator may also provide Services demonstration as considered appropriate and conduct seminars and other professional activities, at its sole discretion, to facilitate the End-user to have knowledge of the Services offered by National Coordinator.
- v. **Financial Consideration:** National Coordinator will pay to District Coordinator, a Commission for soliciting the sale of National Coordinator's Services. The commission is designed for the parties to earn on achievement of targets/milestones. The Commission structure along with other terms and conditions for all Services provided herein is specifically laid down in the District Coordinator's Policy Manual.

5. OBLIGATIONS OF THE District Coordinator

- i. **Business obligation:** The District Coordinator hereby agrees and undertakes to generate a minimum Business/achieve Yearly target set by State Coordinator for the Services as per the provisions enclosed in the District Coordinator's Policy Manual.

- ii. The District Coordinator agrees and undertakes to provide, within the Territory, well qualified, competent and adequately trained manpower for the development and promotion of the Services, to the satisfaction of State Coordinator/AICRA/National Coordinator.
- iii. Market development obligation: Unless and otherwise contained in this agreement, the District Coordinator shall be solely responsible to promote, market and develop the business effectively, obtain orders for the Services, in order to discharge its obligations, in an appropriate and efficient manner, as desired by State Coordinator.
- iv. Communication and Service Agreement with the End-User: The District Coordinator shall communicate to the prospective End-user(s) the details regarding the Services available from National Coordinator as per the terms and conditions including tariffs notified by National Coordinator from time to time, National Coordinator authorizes, the District Coordinator only to solicit order(s) from the End-user(s) on behalf of National Coordinator, as per State Coordinator's directions, to achieve the purpose of this agreement. The District Coordinator agrees and understands that all such agreements will be signed directly between the End-user and either State Coordinator or National Coordinator. No Sales orders procured from the End-user by District Coordinator unless accepted by National Coordinator in written shall be binding upon National Coordinator. In addition, the District Coordinator agrees and undertakes that it shall: (a) not bind State Coordinator/National Coordinator or otherwise make any commitment on behalf of State Coordinator/National Coordinator for sale of the Services; (b) not give or make any warranty, undertaking, promise, representation or understanding with regard to the Services to any person; (c) not incur any liability on behalf of State Coordinator/National Coordinator; (d) not in any way pledge or purport to pledge State Coordinator/National Coordinator's credit in any manner, whatsoever; and (e) not represent its employee's as employees of State Coordinator/National Coordinator.
- v. Business Leads: The District Coordinator shall be responsible to duly forward to State Coordinator any Business Leads from existing as well as prospective End-user within the territory together with requisite details, as desired / sought by State Coordinator. The District Coordinator understands that there will be periodic reviews of these Business Leads and unless there are realistic developments in the same, State Coordinator will reserve a right to re-allocate these leads to another District Coordinator or State Coordinator's direct sales team.
- vi. Reporting: The District Coordinator shall be responsible to furnish State Coordinator, the quarterly business reports regularly, fully completed, as per the formats introduced by State Coordinator and made available to the State Coordinator from time to time. These business reports should be sent electronically to State Coordinator by the District Coordinator.
- vii. Sale Price: The District Coordinator will need to book orders as per the official price guidelines of AICRA which is in force at any given point in time.
- viii. Collections: The District Coordinator shall be solely responsible for the collection of all amounts due from the End-users while booking the Services. The District Coordinator shall ensure that all collections are made through "Bank transfer", shall be transferred to the bank account of State Coordinator/National Coordinator and incase the collections are received as a Cheque or Draft then it shall be drawn in favor of State Coordinator, payable at Chennai, Tamilnadu or National Coordinator, payable at New Delhi and the same shall be handed over to State Coordinator within one (1) working day of collection of the same from the End-user; or deposited in State Coordinator or National Coordinator's account, as intimated to the District Coordinator, from time to time. All the collections should have been made in advance.
- ix. Change in price List/Tariffs: The District Coordinator agrees and undertakes that National Coordinator is free to change the price list / Tariffs at its own discretion based on the instruction of AICRA.

- x. Changes in Coordinator's Policy Manual: The District Coordinator agrees and understands that National Coordinator shall be entitled to make at any time and from time to time such changes in the District Coordinator's Policy Manual, at National Coordinator's sole discretion.
- xi. Usage of AICRA's logo: The District Coordinator agrees and undertakes to follow the guidelines for the use of the logo / by-line as per the layout detailed under the District Coordinator's Policy Manual. Any violation of logo usage by the District Coordinator shall liable for punishment/damages.

6. RELATIONSHIP

The District Coordinator acknowledges and at all times agrees to act for the limited and exclusive purpose of the Agreement. The District Coordinator, State Coordinator and National Coordinator are independent parties. Nothing in this agreement will be construed to make either party an employee, joint venture or legal representative of the other party. No person employed by the District Coordinator shall be entitled to any compensation or benefits of any kind from State Coordinator or National Coordinator. The District Coordinator shall have no authority to bind State Coordinator or National Coordinator in any respect, whatsoever and shall not hold itself out as owned by or District Coordinator with National Coordinator other than as an independent Coordinator of State Coordinator acting in accordance with District Coordinator Policy Manual authorized and permitted to market and promote the Service on the terms and conditions herein set forth, None of the employees of the District Coordinator shall be construed or deemed to be the employees of State Coordinator or National Coordinator at any time and the District Coordinator shall indemnify State Coordinator or National Coordinator against any such direct or indirect claims. The District Coordinator or its employee or personnel shall not do anything, in law or otherwise, to claim a relationship of employer and employee or any relationship similar thereto or any monetary or other benefits or claims, against the State Coordinator or National Coordinator.

7. TERM AND TERMINATION OF THE AGREEMENT

- i. The term of this agreement shall be for a period of One (1) year commencing from the effective date (as detailed above) which may be renewed at the end of one year for further periods, by State Coordinator in writing, subject to the District Coordinator's performance, set by State Coordinator and National Coordinator.
- ii. National Coordinator shall have the right to terminate this agreement forthwith in the event if the District Coordinator
 - a. commits a Material Breach of the obligation assumed on his part and fails to rectify the same within reasonable period
 - b. fails to achieve the minimum quarterly target specified under the District Coordinator Policy Manual, for two consecutive quarters, for any reason whatsoever.
 - c. commits any act detrimental to the interest, goodwill of State Coordinator or National Coordinator
- iii. Either Party may at its discretion terminate this Agreement if the non-terminating Party is subject to any action or proceedings, whether administrative or judicial in respect of insolvency, winding up, dissolution or bankruptcy.

8. PAYMENT OF LICENSE FEES

- i. In consideration for the grant of the License, District Coordinator shall pay to the State Coordinator (if applicable) or National Coordinator a non-refundable license fees of INR _____ + 18 %GST i.e. INR _____ (In words _____) = INR _____ collectively, the "LICENSE FEES".

ii. Payment details:

Cheque No./Transaction ID	Bank Name	Date	Amount
Online Transaction/Cheque (as applicable)	_____	____ 20____	INR _____

- iii. All statements and all other accountings rendered by the District Coordinator hereunder shall be subject to objection, stating the basis thereof, by the State Coordinator or National Coordinator until one (1) years after the termination or expiration of this Agreement.
- iv. District Coordinator shall maintain, at its executive offices (wherever located) for the duration of this Agreement and for one (1) years thereafter, books of account concerning sales of all Product and Services and such other records as may be made by District Coordinator with respect to the use of the Internet / Education Services. State Coordinator or its agent may, at State Coordinator's sole expense, examine (i) said books and records for the purpose of verifying the accuracy thereof, during District Coordinator's normal business hours and upon reasonable written notice, but no more than twice annually; PROVIDED, HOWEVER, that if such audit reveal any underpayment of greater than five percent (5%) or any use of the Education Service in violation of this Agreement, in addition to any other remedies that may be available to State Coordinator. District Coordinator shall pay to State Coordinator (i) all such amounts plus all interest in such amounts and (ii) all costs of such audit. Such books relating to any statement of sales may be examined as aforesaid only within two years after the date rendered. State Coordinator shall notify District Coordinator in writing within 90 days after such examination if State Coordinator believes that District Coordinator's books are not accurate. State Coordinator and its agents shall keep all information obtained in such examination confidential and use such information solely for the purpose of this Section.
- v. All fees are subject to applicable taxes.

9. EFFECT OF TERMINATION / EXPIRATION

- i. Upon the termination / expiry of the agreement for any reason whatsoever the District Coordinator shall immediately cease to represent State Coordinator and National Coordinator and shall return all / any amounts collected from the End User in his possession.
- ii. Upon termination/expiry of this Agreement, District Coordinator shall immediately return/destroy as and when directed by State Coordinator, all/any intellectual property including Confidential information and any copies thereof owned by State Coordinator, in the District Coordinator's possession and certify to State Coordinator in writing, within seven (7) days of doing so. The District Coordinator shall not claim any lien or rights regarding the End-Users introduced by him and the District Coordinator shall not encroach on the End-Users of State Coordinator, whatsoever. The termination / expiry shall not affect the accrued rights and obligation of the respective parties.
- iii. Upon the termination / expiry of the agreement and for a period of one year after its termination / expiry for any reason whatsoever the District Coordinator shall not represent, act or deal in any manner or enter into any arrangement/agreement with any third party involved in provisioning of similar/same Services as contemplated under this agreement.
- iv. Upon the termination / expiry of this Agreement, the District Coordinator shall hand over to State Coordinator all the documents records and accounts of all existing and prospective transactions regarding the End-users.

10. OWNERSHIP INTELLECTUAL PROPERTY

- i. The proprietary rights and all Intellectual Property rights, interests and claims in regard to the information as provided on internet, including on-line information, web-site, data development materials and the delivery material and updates communication network, electronic commerce support services and other allied services, dedicated ports and End-users database in terms of this agreement.
- ii. *Privileged and Confidential*
Including the design and other intellectual property rights connected thereto including but not limited to copyright, trademark, trade name, brand name, service marks, etc. shall vest with National Coordinator in perpetuity, for all intent and purposes. Coordinator shall neither have nor shall assert any claim concerning the above, whatsoever.

11. RECORDS AND REPORTS

- i. The District Coordinator shall establish a book-keeping, accounting and record keeping system and maintain financial records in accordance with generally accepted accounting principles. The District Coordinator shall also maintain the record of the detail of the collections from the End-Users, based on which the commission claims will be made to the State Coordinator or National Coordinator. In the event that the State Coordinator or National Coordinator establishes computerized book-keeping, accounting or record-keeping systems, the District Coordinator may use such system(s), subject to payment of all reasonable fees charged by National Coordinator or others for the use thereof.
- ii. The District Coordinator shall maintain at each location an accurate record and account of all transactions regarding each sale for a period of five (5) years after the initial dates of sale.
- iii. The District Coordinator shall prepare and forward as requested by State Coordinator any and all forms and reports that State Coordinator deems necessary.

12. CONFIDENTIALITY AND PREVENTION OF UNAUTHORISED USE

- i. The Coordinator shall keep strictly confidential all information (i.e. Confidential information, as detailed above) and details including but not limited to accounts, business plans, quarterly analysis reports, data, details, End-user lists, manuals and all other documents disclosed to the Coordinator in the course of the implementation of this agreement, except to its employee's, as may be required for the purpose of the business. The District Coordinator will cause all such employees and persons appointed by the District Coordinator to execute appropriate confidentiality agreements to protect the rights of National Coordinator and National Coordinator's End-users.
- ii. The District Coordinator acknowledges that any unauthorized use or disclosure of the Services of National Coordinator, confidential information (detailed above), delivery material or any other matter given to the District Coordinator under this agreement may cause irreparable damage to National Coordinator. District Coordinator accepts full responsibility to prevent any such unauthorized use or disclosure. This obligation shall survive for a period of five (5) years, even after the termination or expiry of this Agreement.
- iii. The District Coordinator acknowledges that loss etc arising out of the unauthorized use or disclosure of the Confidential Information of National Coordinator by the District Coordinator cannot be reasonably compensated in monetary terms and National Coordinator shall be entitled to seek injunctive and other equitable relief to prevent or curtail any actual or threatened breach by District Coordinator of the afore-said.

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- iv. The District Coordinator shall promptly notify State Coordinator of any unauthorized use and take all appropriate steps that are necessary to recover the confidential information of State Coordinator and to prevent subsequent unauthorized use or dissemination of the confidential information including availing of action seizure and

injunctive relief.

- v. The District Coordinator will not copy the information, data including End-users data, development materials and the delivery material without State Coordinator's prior written approval. District Coordinator will not translate, modify, adapt, de-compile, disassemble the information, data, development material and the delivery material except as specifically agreed to by State Coordinator.

13. REPRESENTATION AND WARRANTIES

District Coordinator represents and warrants that:

- i. It is a legal entity, validly existing and in good standing under the laws of India as detailed in the title page.
- ii. It has all necessary corporate power and authority to conduct its business as it is currently being conducted; and it is competent to enter into this Agreement and to perform its obligations under this Agreement.
- iii. There are no proceedings pending, which may have an adverse effect on the ability of the District Coordinator to perform and meets its obligations under this agreement.
- iv. It is in compliance with all applicable laws, orders, rules and regulations of all governmental bodies and agencies, except where such noncompliance has and shall have no adverse effect on this agreement.
- v. It and its personnel will perform its obligations under this Agreement in a competent and professional manner and with all reasonable skill and care required for the effective performance of its obligations.
- vi. The terms of this Agreement constitute a valid and binding agreement, enforceable in accordance with its terms under applicable law.
- vii. It has obtained the necessary permissions including but not limited to licenses, permissions, etc. to carry out the marketing, promoting and soliciting sale of National Coordinator's Services.
- viii. The statements, representations and warranties made by District Coordinator in this Agreement do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading to the best of its knowledge.

14. INDEMNITY AND ENFORCEMENT OF RIGHTS

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- i. The District Coordinator shall indemnify the State Coordinator and keep State Coordinator at all times fully indemnified from and against all actions, proceedings, claims, demands, cost, wastes, and damages however arising, directly or indirectly, as a result of any breach or non-performance by the District Coordinator of any of its undertaking, representations and warranties and/or its obligations under the agreement.
- ii. The District Coordinator acknowledges that loss etc arising out of the non-performance of obligations by the District Coordinator or breach of any of the terms of this agreement cannot be reasonably compensated in monetary terms and the District Coordinator accordingly agrees that the State Coordinator shall be entitled to seek injunctive and other equitable relief to prevent or curtail any actual or threatened breach by District Coordinator of the express provisions including obligations and representations and warranties of the District Coordinator of this agreement or purpose fundamental (though not expressed) to signing this agreement.

15. LIMITATION OF LIABILITY

- i. Under no circumstances will State Coordinator or National Coordinator, its affiliates, employees, representatives or any other person acting on behalf of State Coordinator or National Coordinator be liable for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, whatsoever, including but not limited to claims for loss of goodwill, use of money, interruption in use or availability of Services, stoppage of other work or impairment of other assets.
- ii. The District Coordinator shall not be entitled to grant any sub-license in whole or in part in respect of the Franchise or to sub-license the use of Training Resources Material or sub-delegate the rights and duties granted to it under this Agreement.

16. MISCELLANEOUS

- i. **Announcements/Press Releases** - National Coordinator shall have a right to any announcement which relates to or arises out of or in connection with this Agreement, without the prior written approval of the District Coordinator.
- ii. **Force Majeure** – Neither Party shall be held responsible to the other Party for its temporary or permanent inability to perform its obligations under this Agreement, if such incapacity is caused by the occurrence of a Force Majeure Event. The Parties agree that their mutual obligations shall be in abeyance during the occurrence of a Force Majeure Event.

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- iii. **Notice** - Any notice, agreement approval or other communication required or permitted under this agreement will be given in the English Language and will be sent in writing by tealeaf, E-mail, Courier, first class airmail, postage prepaid, to the address given at the title page or to any other address that may be designated by prior notice.
- iv. **Authorized Representative** - The parties agree that except where expressly permitted or otherwise required for effective conduct of business, they shall deal with the other only through the designated officers/representatives, duly intimated to each other.

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- v. **Execution of other arrangement** - The District Coordinator undertakes to do any and all acts and execute any and all documents in such manner within the territory, as may be required by the State Coordinator in State Coordinator's sole discretion to protect, prevent or enforce any of the rights granted or confirmed to State Coordinator pursuant to this agreement.
- vi. The District Coordinator agrees that the National Coordinator shall have a right to change its trade name as and when deemed proper by the National Coordinator.
- vii. **Arbitration** - Each of the parties herein agree that:
 - a. If any dispute, difference, controversy or claims arising out of or relating to this Agreement or the breach, the Parties shall attempt, for a period of thirty (30) days from the receipt of a notice from the other Party of the existence of a dispute, to settle such dispute by mutual discussions between the Parties.
 - b. If the Dispute cannot be settled by mutual discussions within the thirty (30) day period provided above, either Party may refer the matter to a panel three arbitrators, in which, the first arbitrator appointed by National Coordinator; second arbitrator to be appointed by the State Coordinator and a third arbitrator to be appointed by the District Coordinator.
 - c. The arbitration proceedings shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments.

- d. The place of arbitration shall be New Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in New Delhi.
- e. The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- f. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the [Indian] Arbitration and Conciliation Act, 1996 shall apply.
- g. The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and be subject to Indian law, and the Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi.
- h. During the conduct of arbitration proceedings, the Parties shall bear the cost of the proceedings. Eventually, all costs and expenses of the arbitration shall be borne by such Party in the manner awarded by the arbitration panel.
- i. Nothing contained in this clause will prevent National Coordinator from seeking interim injunctive relief against the District Coordinator or filing an action against the District Coordinator to collect unpaid and past due amounts in the courts having jurisdiction over the other party.

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- viii. **Insurance** - The District Coordinator alone shall be responsible for all loss or damage arising out of or relating to the operation of the District Coordinator or arising out of the acts or omissions of the District Coordinator or any of its agents, personnel or contractors in connection with the soliciting of sale of Services, or the rendering of Services by the Coordinator, and for all claims for damage to property or for injury or death of any persons directly or indirectly resulting there from. The District Coordinator shall at all times during the term hereof, at the District Coordinator's sole expense, be insured for under a comprehensive liability insurance policy against claims for bodily injury and personal injury, death or property damage caused by or occurring in conjunction with the District Coordinator's business.
- ix. **Counterparts** - This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, is an original, but all the counterparts taken together shall constitute one document.
- x. **Governing Law** - This agreement (and any dispute or claim relating to it, its enforceability or its termination) shall be governed and interpreted according to the laws of INDIA. The Courts at New Delhi shall have exclusive jurisdiction over any disputes under this Agreement.

IN WITNESS WHEREOF, National Coordinator, State Coordinator and the District Coordinator cause this agreement to be executed by their duly authorized representatives identified below:

AICRA

Name:
Designation:

NATIONAL COORDINATOR of AICRA

Name:
Designation:

DISTRICT COORDINATOR of AICRA

Name:
Designation:
WITNESS 1:

WITNESS 2:

MANDATORY DISCLOSURE