



Terms of Reference (TOR)

TOR for Video Documentation for Visual Documentation of Traditional Ecological Knowledge in Livelihoods.

Title	Visual Documentation of Traditional Ecological Knowledge (TEK) s NTFP Livelihoods in Karnataka and Odisha.
Timeline	14 Months
Expected area of expertise	<ul style="list-style-type: none">• Proficiency in videography, photography, editing, and script writing.• Professional-grade photography equipment including DSLR, Drone and editing software• Prior experience in covering social impact initiatives is preferred.• Creativity and imagination to develop engaging stories and visuals.• Field Coordination and Adaptability
Apply Googe Link	https://forms.gle/pR5JvjqZMjuDFnSH9 (Contact Procurement for Form Link)
Revised Last Date for Apply	25th February, 2026

Call for proposal: Video Documentation

Each applicant may apply for only one geography, preferably from the mentioned state, as proficiency in the local language is essential.

About SELCO Foundation:

SELCO Foundation is an open-source, not-for-profit organization that engages in field-based R&D and ecosystem building for the deployment of clean energy solutions that alleviate poverty by improving access to sustainable energy to underserved communities in tribal, rural, and urban poor areas. The organization works in collaboration with practitioners in the social sector, energy entrepreneurs, NGOs from various developmental sectors, and educational institutions to link the benefits of sustainable energy to poverty eradication. The organization works across verticals such as energy access, health, and livelihoods with practitioners in the social sector, energy entrepreneurs, and partners from various developmental sectors. You can find more information about the SELCO Foundation on our organization's website. (Read more about SELCO here: <http://www.selcofoundation.org/>)



1. Summary of the project:

SELCO Foundation is a not-for-profit organization working with underserved communities to co-create sustainable, decentralized renewable energy (DRE)-based livelihood solutions. As part of our work with tribal and forest-dependent communities, we support value addition of Non-Timber Forest Produce (NTFP), including traditional honey collection practices in regions like BR Hills (Karnataka) and Mayurbhanj (Odisha). With changing market dynamics and the risk of traditional knowledge fading, we intend to visually document these unique, sustainable NTFP collection methods. We are seeking a production agency/individual having experience in capturing tribal culture and traditional practices.

The visual assets will help:

- Communicate the uniqueness of tribal practices for market positioning
- Preserve traditional ecological knowledge for younger generations
- Highlight drudgery and challenges in NTFP collection, processing, etc
- Create a knowledge repository that can serve as an educational and advocacy tool for communities, researchers, policymakers, and development practitioners.

2. Goals and Objectives

This project aims to visually document and preserve the traditional Non-Timber Forest Produce (NTFP) collection practices of tribal communities in Karnataka (Soliga – BR Hills) and Odisha (Hill Kharia – Mayurbhanj). Through a seasonally aligned, long-term video documentation process, the project will capture indigenous ecological knowledge, cultural practices, and livelihood systems related to honey, amla, soapnut, and lichen collection.

- Preserve traditional ecological knowledge and cultural practices related to honey and other NTFP collection among tribal and forest-dependent communities.
- Document indigenous methods, rituals, and ecological wisdom through participatory video storytelling in local languages.
- Create an accessible visual repository for use in research, policy advocacy, and educational initiatives.
- To educate and provide a clear understanding of each value chain, including its nodal points and problem statements, this series will explain how each technology NTFP functions, its effectiveness, and the impacts on stakeholders at all levels.



3. Scope of Work

Location: The Video documentation will cover a holistic view of multiple regions where SELCO Foundation's programs are operational.

Tentative Field shoot locations:

18 Video Assets (2 Main, 6 Short, 10 Reels)

S.No	State	Location	Name of the Solutions
1.	Karnataka	BR Hills – Soliga	Amla, Soapnut, Forest product, Soliga Honey, Lichen
2.	Odisha	Similipal/Mayurbhanj – Hill Kharia	Honey

The proposed project shall include the following:

The shoot is phased in **4 phases** according to the seasonality of the produces. The selected agency/individual will work with SELCO Foundation and local communities in BR Hills and Mayurbhanj to research and develop the script, storyboard, and overall narrative. This includes interacting with honey collectors and other NTFP practitioners to understand their traditional methods, cultural context, and livelihood challenges.

During production, filming will be done in local languages to ensure authenticity. The documentary should capture traditional honey and NTFP collection practices, ecological knowledge, cultural significance, and personal stories, while maintaining ethical representation and informed consent.

Before editing, a debrief will be held with the SELCO Foundation. The post-production process will include multiple review iterations, English subtitles, suitable music/voiceover, and final optimization for different platforms and audiences.

A. PHASE 1: Winter Harvest & Preparation

Focus: Amla, Soapnut, and Early Cultural Context.

Month	State	Critical Activity (Must Shoot)	Associated Deliverables
Feb	KA	Amla Harvest: Identification, beating trees, sorting. Capture spoilage/fungus (Intervention point).	Short: <i>Amla</i> Reel: <i>Preservation Race</i> Reel: <i>Wild vs Farmed</i>



Feb	KA	Soapnut/Shikakai: Harvesting, heavy load carrying (drudgery), drying issues.	Short: <i>Soapnut</i> Reel: <i>Nature's Shampoo</i>
Mar	KA	Festival: <i>Rotti Habba</i> (Cultural anchor). Dance and preparation.	Main Film (KA) Reel: <i>Forest Calendar</i>
Mar	OD	Tool Making: Kharia men making bamboo ladders/ropes. Early hive spotting.	Short: <i>Odisha Honey</i> Reel: <i>The Ladder</i>

B. PHASE 2: The Honey Season

Focus: The Core Livelihood Activity (High Intensity).

Month	State	Critical Activity (Must Shoot)	Associated Deliverables
Apr	OD	Night Harvest (Peak): Fire torches, climbing, smoke, women processing. Bhandar Puja Ritual.	Main Film (OD) Short: <i>Odisha Honey</i> Reels: <i>Liquid Gold, Offering</i>
May	KA	Honey Harvest: <i>Jenu Hadu</i> songs, Rotational Harvesting (leaving the core), filtration.	Main Film (KA) Short: <i>Soliga Honey</i> Reels: <i>Trees have Songs, 20% Rule</i>
Jun	KA	Lichen (Early): Post-pre-monsoon showers. Identification of moss types.	Short: <i>Lichen</i>

C. PHASE 3: Monsoon & Ecology (Months 7–10)

Focus: Lichen, Regeneration, and "Reading the Forest."

Month	State	Critical Activity (Must Shoot)	Associated Deliverables
Jul	KA	Heavy Rain B-Roll: Forest regeneration. Landscape shots.	All Main Films (B-Roll)
Aug	KA	Lichen Harvest (Peak): Sustainable scraping, sorting, market connection.	Short: <i>Lichen</i> Reel: <i>Secret Spice</i>
Sep	KA,O	Interviews: Conduct deep-dive interviews with elders/youth (indoors/podus).	Narrative Spine for Main Films
Oct	OD	Post-Monsoon Check: If "Autumn Honey" is available, capture supplementary footage.	Buffer for Odisha Honey

D. PHASE 4: Culture & Completion (Months 11–14)

Focus: Winter Festivals, Final Edits, and Handover.



Month	State	Critical Activity (Must Shoot)	Associated Deliverables
Nov	KA	Festival: <i>Hosa Ragi Habba</i> (New harvest festival). Food culture.	Main Film (KA) Short: <i>Calendar</i>
Dec	Lab	Post-Production: Editing of Main Films and Shorts. Grading. Sound Design.	First Drafts
Feb	Lab	Review: Community screening (validation) and Client Feedback.	Refinements
Feb	End	Final Handover: All 18 assets + Raw Footage (Pain points archive).	Final Submission

4. Technical Scope

1. Resolution:

All footage must be shot in 4K (minimum 10-bit color) to ensure longevity and grading flexibility.

2. Aspect Ratios:

- a. Main/Short Films: 16: G (Landscape).
- b. Reels: G:16 (Vertical). Note: Do not crop landscape footage for reels. Frame specifically for vertical during the shoot.

3. Audio:

- a. Sync Sound: High-quality field recording is mandatory for Jenu Hadu songs and ASMR reels (Soapnut cracking, fire crackling).
- b. Interviews: Lapel mics required.

4. Drone:

Drone usage is permitted for landscape establishing shots (subject to Forest Dept permissions, which the Client will facilitate).

5. Intervention Documentation:

The Consultant should work closely with the team for accomplishment of following tasks.

5. Roles and Responsibilities for video:

The Consultant should work closely with the team for accomplishment of following tasks.

• Production Agency:

- Develop shooting scripts based on the finalized content checklist.
- Manage logistics, crew, and equipment.
- Secure informed consent from all individuals on camera.



- Deliver edits, subtitles (English), and final master files.
- **Foundation:**
 - Facilitate entry permissions into BR Hills and Similipal reserves.
 - Facilitate research before shoot
 - Provide a local community coordinator/translator for all shoot days.
 - Approve scripts and rough cuts.

6. Deliverables

The agency is responsible for end-to-end production (Scripting, Filming, Editing, Grading, Sound Design) of the following deliverables:

State	Category	Qty	Format	Focus
Karnataka	Main Documentary	1	12-15 min	Cultural Identity, Forest Rights, Calendar
	Short Videos	5	3-5 min	Technical: Amla, Honey, Soapnut, Lichen, Calendar
	Social media Reels	7	15-20 sec	Marketing: Songs, ASMR, Drudgery, Ethics
Odisha	Main Documentary	1	12-15 min	Cultural Identity, Night Harvest, Gender
	Short Video	1	6-8 min	Technical: Night Honey Techniques Gaps
	Social Media Reels	3	15-25 sec	Action: Night Climb, Ladder Craft, Ritual
TOTAL		18		

Note: Deliverables and reviews are supposed to be submitted phase wise, which is mentioned in the link

Note:

- Execution of video shoots and delivery of edited videos under strict timelines.
- In the video include animated videos & motion graphics wherever required.
- It would be the agency/consultant responsibility to complete the final draft of the video in a **maximum of 3 rounds** of editing from the first rough-cut to the final video.
- All raw photographs, video footage shot, and images remain the intellectual property of during the assigned project period need to be handed over to SELCO Foundation



who will be its sole owner. The agency / Consultant will have no copyright to the raw images, draft cuts, final cut, subtitles, scripts, or any other information that the agency / Consultant would obtain access during the course of this project

- Coordinate with SELCO Foundation representatives on scheduling shoot dates, permissions, and other logistical requirements.

9. Risk Management (Seasonal)

- **Missed Seasons:** If the agency misses a harvest window (e.g., Amla in Jan), the project timeline for that specific deliverable extends by 12 months at the Agency's cost, unless the delay was caused by Force Majeure or Client inaction.
- **Weather:** Buffer days must be planned in the shoot schedule for unseasonal rains, especially during the Honey (May) and Lichen (Aug) shoots.

10. Delivery Timeline

We require small edits frequently for quality validation.

Batch	Shoot Window	Post-Production Window	Deliverables to Client	Rationale
PHASE 1 (The Pilot)	Jan - Feb	Feb - March	3 Reels (KA), 1 Short (Amla)	Immediate Quality Check: Establishes the music/color vibe and editing pattern for mutual process establishment.
PHASE 2 (The Heavy Lift)	Mar - May	June - July	2 Shorts (Soapnut, Soliga Honey), 1 Short (Odisha Night Honey), 5 Reels.	Main Content Check: Covers the critical honey season footage.
PHASE 3 (Monsoon)	July - Aug	Sept - Oct	1 Short (Lichen), 1 Short (Forest Calendar), 2 Reels	Completion of Technicals: All "Short" videos are now done. Only the main films remain.
PHASE 4 (The Masterpieces)	Sept - Dec	Jan - Feb (Year 2)	Main Film: Karnataka's Odisha, Final Raw Footage Handover.	The Final Polish: Editors use 12 months of footage to weave the big 15-min stories.

11. Timeline:

Note to Agency: This timeline is governed by biological seasons. Missing a harvest window means a delay of 12 months. **Dates are non-negotiable.**



S.No	Workplan and Task List	PHASE 1:	PHASE 2	PHASE 3	PHASE 4
		Feb – March 2026	April – June 2026	July – Oct 2026	Nov – Feb 2027
1.	Winter Harvest & Preparation				
2.	The Honey Season				
3.	Monsoon & Ecology				
4.	Culture & Completion				

12. Requirements:

- The agency/individual must have prior experience in producing high-quality video and photo documentation, particularly in the development, livelihood, or sustainability sectors.
- A portfolio showcasing previous work in storytelling, documentary filmmaking, or cultural and ecological documentation is required.
- The agency should demonstrate an understanding of SELCO Foundation's core values, mission,
- and approach towards sustainable energy and livelihood solutions.
- The team should include experienced professionals in content research, field documentation, filming, editing, and post-production.
- Proficiency in relevant local languages and cultural sensitivity is essential for field-level documentation.
- The proposal must include a detailed budget with clear break-ups (including taxes, travel, accommodation, and other expenses), along with timelines and milestones.
- Interested consultants or organizations are required to submit:
 - A detailed proposal outlining methodology, approach, and process.
 - Samples and/or references of similar previous work as proof of experience.
 - Team composition and roles.
 - Financial proposal as per the above guidelines.

13. Technical Skills:

- The consultant must possess technical expertise in using professional-grade DSLR or mirrorless cameras, various lenses, external microphones, tripods, stabilizers, portable lighting kits.
- Proficiency in professional editing software like Adobe Premiere Pro or Final Cut Pro is essential.
- Well versed with working on Google sheets and Docs for project coordination.
- Ability to sort the right video footage and access High-speed internet to share it online.



14. Selection Criteria

Note: Each applicant may apply for only one geography, preferably from the mentioned state,

The proposal will be evaluated based on the following general areas:

- Agency will be evaluated based on prior work experience in the geography and similar projects, portfolio, and wide experience in curating content both photo and videos
- Agency to understand the core value and mission of the organization, SELCO Foundation
- Agency to understand the aims and objectives of the forest-based livelihood interventions.
- Agency to have a qualified team with relevant experience
- Agency to have prior knowledge of working with the NGOs
- The financial proposal will be evaluated based on approach & work plan, prior work experience, expertise, cost, and proposed payment terms.

15. Payment Terms:

Payments will be made based on the completion of agreed deliverables. A detailed payment schedule will be included in the contract and based on considered each party agrees.

a. Financial proposal

Submit a detailed proposal including:

- Estimated Shoot days
- Budget breakdown (equipment rentals, editing, etc.)
- Travel and lodging Expenses by the consultant / Agency
- Each applicant may apply for only one geography, preferably from the mentioned state,

Use below Table of Format for Financial Proposal: **Include breakup**

Expenses	Per Cost	Total Cost
Pre-Production		
Production		
Post-Production		
Transport & Lodging		
GST%		
Total		



16. 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 on before <https://forms.gle/9UohnjrWhF3DBPMS6> **25/02/2026**.

Any further queries please write to procurement@selcofoundation.org with a subject line: **“Video Series and Documentation of Traditional Ecological Knowledge (TEK) s NTFP Livelihoods at SELCO Foundation”** (Name of Project)

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 during the term of this Contract.



The Consultant represents and warrants that at the Execution Date the Consultant is not engaged in any unethical business practices or any practice which is against the integrity or sovereignty of India. Consultant also represents and warrants that on the Execution Date there is no pending litigation or any other charge, whether civil or criminal, against consultant that will significantly impair the ability of the Consultant to perform its obligations under this Contract. The Foundation reserves the right to perform a background check at its discretion and the Foundation hereby waives any liability that may arise out of misrepresentation by the Consultant. Consultant also agrees to indemnify the Foundation for any liability that may arise out of such misrepresentation.

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 laborers 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 the Foundation 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. Consultant further undertakes to duly inform the Foundation 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 the 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 behavior of a person in a position of trust to perform a public, commercial or legal function to obtain or retain a commercial advantage.

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 the 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 Service Provider 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.

10. 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.

11. 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.
- (ii) 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.