



Terms of Reference

Onboarding Agency / Consultant for Integrated Awareness and Capacity-Building Program on Regenerative Agriculture and Climate-Resilient Post-Harvest Management for Enhancing Fruit and Vegetable Value Chains among Small and Marginal Farmers, Bankers, and Line Departments in Karnataka and Maharashtra

Title	Integrated Awareness and Capacity-Building Program on Regenerative Agriculture and Climate-Resilient Post-Harvest Management for Enhancing Fruit and Vegetable Value Chains among Small and Marginal Farmers, Bankers, and Line Departments in Karnataka and Maharashtra
Timeline	3 Months (After on boarding)
Role	Consultant-Training & Capacity Building
Geography to be covered	Maharashtra, Karnataka
Expected area of expertise	<ul style="list-style-type: none">• Proven experience & knowledge in climate-resilient agriculture, regenerative organic and natural farming practices• Strong background in horticulture crops, post-harvest management and decentralized agriculture technologies.• Demonstrated ability to develop high-quality training modules for both farmers and Bankers• Experience working closely with grassroots communities, Farming communities, women's collectives.
Apply Link	https://forms.gle/znY1otvkEhr3KWmc9 (Contact Procurement for Form Link)
Last Date for apply	26 th March 2026

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/>)

Background for the project:

The agriculture sector in general, and the states of Karnataka and Maharashtra in particular, face growing challenges due to erratic rainfall, recurrent droughts, soil degradation, and unsustainable cultivation practices. Overuse of chemical fertilizers and pesticides has led to a steady decline in soil fertility, weakened microbial activity, and reduced crop productivity and quality across both states. The long-term accumulation of agrochemical residues in fruits and vegetables has raised serious concerns regarding food safety, environmental contamination, and public health, threatening the economic stability of small and marginal farmers as well as the nutritional security of communities dependent on horticulture crops in Karnataka and Maharashtra.

To address these challenges, it is essential to promote regenerative, organic, and natural farming practices that restore soil health, enhance biodiversity, and improve water retention while minimizing external chemical inputs. Practices such as natural farming, use of bio-fertilizers, carbon sequestration approaches, mulching, integrated nutrient management, integrated pest and disease management, SRT technology, and crop diversification help strengthen soil ecosystems and improve climate resilience. Such climate-resilient agricultural practices are particularly crucial in drought-prone and resource-stressed regions across Karnataka and Maharashtra, where regenerative methods can rebuild productivity, improve soil organic matter, and ensure long-term ecological balance.

While sustainable production is critical, it alone cannot guarantee farmer profitability. A significant proportion of horticulture produce in both Karnataka and Maharashtra is lost due to inadequate climate-resilient post-harvest management systems, limited access to efficient cold chain infrastructure, and poor handling practices. Adoption of technologies such as solar-powered cold storage units, solar dehydrators, integrated quick freezing systems, optical graders, and sustainable packaging solutions is essential to reduce post-harvest losses, preserve product quality, and enable farmers to access better markets. These interventions also promote value addition, reduce greenhouse gas emissions, and enhance income stability for farming communities.

The proposed project aims to build awareness, provide structured training, and strengthen the capacities of small and marginal farmers, women farmers, members of farming communities, bankers, and government line departments in Karnataka and Maharashtra on regenerative agriculture and climate-smart post-harvest management technologies. By integrating sustainable production systems with efficient post-harvest handling and improved access to finance, the project seeks to strengthen fruit and vegetable value chains in both states, increase farmer incomes, and enhance climate resilience at scale.

Goal and Objective:

Goal:

The primary goal of the project is to promote regenerative and climate-smart agricultural practices among small and marginal farmers in Karnataka and Maharashtra through targeted awareness and capacity-building initiatives. The project aims to encourage the adoption of sustainable techniques that restore soil fertility, enhance biodiversity, improve water-use efficiency, and strengthen resilience to climate variability, thereby ensuring sustainable crop productivity and reducing dependence on chemical inputs. In addition, the initiative seeks to create awareness among bankers on key climate-resilient agricultural solutions, post-harvest technologies, viable business models, and opportunities for accessing credit and scheme convergence to support these interventions. The project will also focus on developing and disseminating Packages of Practices for climate-resilient solutions and enterprises across the agricultural value chain, covering input and pre-production, on-farm production practices, and post-harvest management and value addition.

Objectives:

- To promote the adoption of regenerative and climate-resilient agricultural practices among small and marginal farmers in Karnataka and Maharashtra through structured awareness and capacity-building programs.
- To enhance soil health, biodiversity, and water-use efficiency by encouraging the implementation of sustainable and climate-smart farming techniques that strengthen resilience to climate variability and support sustainable crop productivity.
- To build the knowledge and capacity of small and marginal farmers on climate-resilient agricultural technologies and solutions across different stages of the agricultural value chain.
- To develop and disseminate standardized **Packages of Practices (PoPs)** for climate-resilient agricultural solutions and enterprises across key stages, including **input and**

pre-production, on-farm production, and post-harvest management and value addition.

- To reduce post-harvest losses and improve the quality, storage, and shelf life of agricultural produce through awareness and adoption of climate-smart post-harvest management technologies.
- To promote the use of appropriate post-harvest solutions such as **grading centers, pack houses, cold storage units, dryers, and decentralized processing technologies** to improve produce handling, storage, and value addition.
- To create awareness among **bankers** on climate-resilient agricultural technologies, post-harvest solutions, and viable agri-business models to enable better understanding and support for such interventions.
- To improve market opportunities and farmer incomes by promoting value addition, minimizing post-harvest losses, and strengthening resilient and efficient agricultural value chains.

Thus, SELCO Foundation is looking to onboard consultants or training institutions to conduct awareness training and capacity-building programs in the states of Karnataka and Maharashtra. These programs will focus on small and marginal farmers, representatives from government line departments, and bankers. SELCO Foundation may onboard one or multiple agencies or consultants to deliver these training programs.

Scope of work

Preferable Training Location are:

- **Pune, Ratnagiri, Nashik, Ahmednagar, Nagpur, Satara, Solapur, Nandurbar and Sindhudurg at Maharashtra.**
- **Kolar, Chikkaballapura at Karnataka**

The consultant will be responsible for planning, coordinating, and delivering **comprehensive training programs** across selected districts in Karnataka & Maharashtra. The scope includes:

1. Training Design & Preparation

- a. The training content consists of post-harvest technologies business models and case studies for farmers and Banker's training in consultation with SELCO Foundation.

- b. The practicing guide for climate resilient agriculture (Regenerative agriculture, natural farming and organic agriculture)
- c. The consultant/training institution shall finalize the training content in consultation with SELCO Foundation, ensuring alignment with project objectives and regional relevance.
- d. As part of the program, the training will also focus on **climate-resilient solutions and business opportunities across different stages of the agricultural value chain**, with emphasis on **Packages of Practices (PoPs) and related infrastructure** as outlined below:
- e. The consultant shall be responsible for mobilizing small and marginal farmers, women farmers, and banker representatives across the selected districts of Karnataka and Maharashtra.

2. Coordination & Mobilization

- a. Coordinate with district-level partners, farmer groups, and bankers for training logistics.
- b. Ensure mobilization and participation of targeted participants for all training courses.

3. Training Delivery

- a. Conduct on-ground **one day (Full day)** capacity-building sessions covering
 - i. Regenerative farming practices
 - ii. Climate-smart storage, handling, and processing
 - iii. Strengthening fruit and vegetable value chains
 - iv. **Handling and processing solutions**

For farmers:

The sessions will cover regenerative agriculture and climate-resilient agricultural practices, including natural farming and organic farming approaches. The training will introduce practical solutions such as the use of bio-fertilizers, carbon sequestration practices, SRT technology, Integrated Nutrient Management (INM), and Integrated Pest and Disease Management (IPDM). The sessions will also include commodity-specific value chain insights and post-harvest loss management practices aligned with the interventions promoted by SELCO Foundation. In addition, information on relevant schemes and financing options available at the district and state level will be introduced. The sessions will further include experience-sharing and testimonials from champion farmers, farming communities, and women entrepreneurs to encourage peer learning and adoption.

For Bankers:

The sessions will focus on building awareness among bankers on climate-resilient agricultural technologies and post-harvest solutions that support improved farm productivity and reduce post-harvest losses. The training will introduce key solutions such as solar cold storage units, solar dryers, sorting and grading machines, and decentralized processing units, highlighting their role in improving storage, extending shelf life, and enabling value addition for fruits and vegetables.

The sessions will also provide an overview of viable business models for financing, including individual entrepreneur models, shared infrastructure models, service-based models (cooling or drying as a service), and hybrid value-addition models. In addition, relevant government schemes and financing opportunities, such as the Agriculture Infrastructure Fund (AIF), Agricultural Marketing Infrastructure (AMI), and MoFPI schemes, will be highlighted to help bankers better understand opportunities for supporting climate-resilient agricultural infrastructure and post-harvest solutions.

As part of the program, the training will also focus on **climate-resilient solutions and business opportunities across different stages of the agricultural value chain**, with emphasis on **Packages of Practices (PoPs) and related infrastructure**, as outlined below:

Focus Area	Climate-Resilient Solutions and Businesses
Input / Pre-production	Soil testing centers operated by individual entrepreneurs or agriculture departments to improve soil health information and nutrient management. Sustainable seed banks for preservation and promotion of indigenous seed varieties. Bio-resource centers to improve access to natural fertilizers and sustainable agricultural inputs for small and marginal farmers.
On-farm / Production	On-farm regenerative agriculture practices including zero-tillage farming supported by multipurpose toolbars and

	<p>appropriate mechanization.</p> <p>IoT-based precision farming and weather stations for horticulture commodities in dry and arid regions.</p> <p>Bio-input and vermicompost preparation and application to improve soil nutrition and soil health.</p>
Post-harvest & Value Addition	<p>Post-harvest loss management solutions such as grading centers, pack houses, cold storage units, and dryers for horticulture farmers to reduce heat stress and food losses.</p> <p>Sustainable decentralized processing units to increase value capture from horticulture commodities in dry and arid regions.</p> <p>Value addition enterprises such as snack-making and processing businesses to enhance farmer incomes and reduce food losses.</p>

Conduct separate sessions for farmers and Bankers, training session consist of 20-30 participants at a time.

4. Documentation & Reporting

Submit a final consolidated project report including impact, recommendations, and success stories.

5. Training Arrangements

The consultant must plan the date, venue, food, and refreshments and other logistics for each training session in consultation with the SELCO Foundation.

Key outputs of the work include:

Awareness training and capacity building:

To create awareness among the small and marginal farmers about the importance of regenerative agricultural practices and its impact to overcome chemical farming in the current scenario and also to create awareness on the climate smart post-harvest loss management technologies included in focusing ontorages, impact of integrating these along with regenerative agricultural practices etc. Thus, to capacitate small & marginal farmers, entrepreneurs, Farming communities and various other stakeholders like Bankers concerned in the region towards the better adaptability and utilization of the PHLM solutions.

To undertake **training on regenerative agricultural practices, Climate smart post-harvest loss management technologies, regenerative agricultural practices and Climate resilient agricultural & post-harvest technologies.**

Training Coverage – Updated as Requested

The consultant is required to train:

- **900 small & marginal women farmers**
- **100 representatives from Banks**

Key Activities

- To Develop farmer-level and bankers level training content in consultation with SELCO Foundation.
- Plan and arrange the logistics for the training sessions, which will consist of 20–30 participants each and cover a total of 900 farmers and 100 bank representatives, in consultation with the SELCO Foundation
- Prepare and conduct interactive workshops for each training course.
- Deliver farmer-level trainings across farming communities (900 women Farmers)
- Conduct banker level trainings (100 bank representatives)

Deliverables (2months):

S. No	Deliverables	Descriptive	Units
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1.	Participant Mobilization	<ul style="list-style-type: none"> Mobilize 900 targeted participants including (900 women farmers Mobilize 100 representatives from Bankers across Karnataka & Maharashtra. 	900 Farmers and 100 representatives from banks
2.	Training & Capacity - Building Sessions	<ul style="list-style-type: none"> Each training has to ensure 20-30 participants. Use videos, infographics, demonstrations, and SELCO-supported solution resources. Provide separate session content for farmers and Bankers. 	40 Minimum Sessions (20 sessions in Maharashtra and 20 Sessions in Karnataka)
3.	Documentation of Trainings	Capture outcomes, insights, feedback, participant learnings, photos, attendance, and impact stories from all training sessions. Compile this into a complete training documentation report.	1 (Final completion report/PPT)

1. Timeline: 2 months (After onboarding)

S. No	Deliverables	Week1	Week 2-6	Week 6-9	Week 9-12
1	Signing of contract				
2	Preliminary meeting with SELCO Foundation for planning and inception Report				
3	Mobilization for Farmers and Bankers for the training conduction				
4	Conduct Farmer-Level Training Sessions (400 women + 100 men)				
5	Conduct bankers level Training Sessions (150 representatives from bank)				
6	Final Report Submission to SELCO Foundation				

Eligibility Criteria

- Proven experience of 3–5 years in climate-resilient agriculture, regenerative/natural/organic farming, and farmer capacity-building.
- Prior experience working with Farming communities, rural communities or agricultural livelihood programs, knowledge about schemes, technologies.
- Experience in developing training content, delivering structured workshops, and conducting field demonstrations.
- Ability to travel to project locations across the districts of Pune, Ratnagiri, Nashik, Ahmednagar, Nagpur, Satara, Solapur, Nandurbar, and Sindhudurg in Maharashtra; local presence is preferred
- Capability to deliver outputs within required timelines and adapt to changing project needs.

Selection Criteria

- Quality and clarity of proposed methodology and training approach.
- Experience and portfolio in agriculture training, regenerative practices, and technology adoption.
- References from past assignments with farmer groups, Farming communities, NGOs, or agriculture institutions.
- Financial proposal evaluated based on expertise professional team and cost allocation and timelines.

Payment Terms:

Disbursement	Milestone
40%	Against Signing of contract with Invoice
30%	Submission of Training Content and Completion of Farmer-Level Training Sessions (900 women farmers) and final Training report
30 %	After Completion of Content for Conduct Bankers-Level Training Sessions (100 officers) and final Training report

Provide split costs as follows:

Sl No	Cost Component	Per unit cost	Total Cost
1	Professional Fees		
2	Participants Mobilization charges		
3	Training Venu and arrangements charges.		
4	TA/Lodging Charges for Consultant/Agency and representatives from banks (Inclusive of meals and taxes)		
5	Logistics (Food & Fuel) - Covering all 40 training session logistics		
6	Any Applicable Taxes or Duties (Inclusive in the total cost)		
7.	Other Misalliance Charges		

1. Please provide a break-up of the costs as an agreement quotation for the service provided on an official letterhead with signatures and stamps, wherever needed.
2. Kindly mention your name, address, contact information along with correct bank details, and signature in the agreement quotation.
3. Please note that the prices quoted by the consultant are firm, final, and binding, and not subject to variation on any account.

To apply:

Interested consultants / organizations, 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/znY1otvkEhr3KWmc9> on before 26th March, 2026.

Any further queries please write to procurement@selcofoundation.org with a subject line:

“TOR for Training & Capacity Building – in Karnataka & Maharashtra Region.” on or before 26th March 2026.

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.

- (i) 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
- (i) 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.
- (i) 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:

- (i) The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

- (i) The Consultant represents and warrants that neither it, 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.
- (i) The Consultant represents and warrants that it shall 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:

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 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.

9. Force Majeure:

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. 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*.

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.

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.

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:

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.