



Terms of Reference (TOR)

Onboarding a Consulting Firm for Baseline Data Collection and Impact Evaluation in the North East Region

Title	Baseline Data Collection and Impact Evaluation of Livelihood Interventions in Assam, Meghalaya, Manipur, and Mizoram
Timeline	1.5 Months (Duration in Month and Days)
Expected area of expertise	3 years of experience data collection and impact evaluation studies /digital survey tools / deploy field data collection team in Northeast region and local languages
Email and website	https://forms.gle/Ag6DddVjgQAb9z4k8 (Contact Procurement for Form Link)

About SELCO Foundation:

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

1. Summary of the project:

SELCO Foundation is a non-profit organization dedicated to field-based Research and Development and ecosystem building for the deployment of clean energy solutions aimed at alleviating poverty in tribal, rural, and urban poor areas. The organization collaborates closely with practitioners in the social sector, energy entrepreneurs, and partners from various developmental sectors. SELCO Foundation is a pioneer in delivering sustainable energy to India's underprivileged communities in a manner that fosters asset creation and long-term poverty alleviation. These sustainable energy solutions not only increase incomes but also improve the quality of life for individuals and families, ultimately leading to poverty reduction. With a mission to inspire and implement solutions that improve access to sustainable energy for underserved communities across India in a socially, financially, and environmentally sustainable manner, SELCO Foundation has been at the forefront of driving positive change.

During the last financial year (2023-2024), SELCO Foundation successfully deployed approximately 400 Decentralized Renewable Energy (DRE)-based livelihood solutions across various geographical areas, including Assam, Meghalaya, Manipur, and Mizoram. These solutions empowered rural entrepreneurs by providing them with solar energy units and solar-powered livelihood appliances, broadly categorized into three sectors: Microenterprises, Animal Husbandry, and Agriculture.

Continuing our efforts, SELCO Foundation is currently conducting a baseline data collection and evaluation study. Therefore, we seek to onboard an agency for collecting base data and impact evaluation.

Below are some of the key livelihood appliances provided alongside the solar energy units:

Solar powered livelihood appliances			
Micro enterprises		Animal Husbandry	Agriculture
Sewing machine	Chips making - Peeler machine	Lighting for poultry shed	Solar powered sprayer
Printer- Photocopier	Papad making machine	Egg incubator	Integrated rice huller - Cleaner, polisher, Sorter
Roti/Parotta Making Machine	Chips making – Slicer	Lighting for cow shed	Cold storage
DC fridge	Dall mill	Biodigester	Battery sprayer - charging station
Pottery wheel	Rope making	Milking machine	Irrigation pump
Laptop or Computer	Bio-metric	Bio floc - Pond Aerators	Millet processing - Huller
Eri spinning machine	Blower for puffed rice	Hydroponics	Chilly pounding machine
Customized solar inverter for existing appliance	Blunger	0.5HP Cattle washer	Pulverize machine
Blacksmith Blower	Chakli making machine	Solar powered sprayer	Oil mill / oil extractor
Atta kneader machine	Jigger jolly machine	Chicken Defeathering	Pre-cleaner & destoner
Lighting for enterprise	Lac pruner	Khova making machine	Millet Harvester

Puffed rice machine	Mixer for Juice	Milking machine - Buffalo	Soil testing
Spice money device	Paper plate making machine		Spice grinder
Sugarcane juicer machine	power hammer		Elephant repellent
Lamination machine	Pug mill		Grading & sorting
Looms	Rava making		Slicer
Agarbatthi making machine	Silk weaving		Solar dryer
Digital weighing scale	Solar powered saloon trimmer		Submersible pump
Lighting for Eatery/Food truck	Web camera		Turmeric processor

2. Goals and Objectives

The main objective of the study includes:

1. To collect baseline data on the socioeconomic status, energy access, and livelihood indicators of beneficiaries in Meghalaya, Manipur, and Mizoram before the implementation of DRE-based livelihood solutions.
2. To evaluate the impact of DRE-based livelihood interventions on income generation and quality of life indicators among beneficiaries in Assam.

3. Scope of Work

The selected agency will be responsible for the following tasks:

A. Baseline Data collection

- Recruit and train a field data collection team comprising enumerators, supervisors, and team leads.
 - Conduct training sessions to ensure the team is equipped with the necessary skills and knowledge to carry out data collection activities effectively.
 - Visit all 275 intervention sites within a specified timeframe (one month from the date of inception) to collect baseline data.
 - Ensure the accuracy and completeness of data collection at each intervention site.
 - Submit a clean and organized dataset to SELCO Foundation (SF) upon completion of data collection.
- study tool

- Review and Adopt SF questionnaire
- Develop a digital survey form
- The survey form covers comprehensive questionnaire aspects, including intervention site details, entrepreneur profile, enterprise profile, production/sales/service details, working hours, energy consumption, revenue, expenditure, and effects of power outages.
- Capture quantitative and qualitative responses for approximately 200 questions, with provisions for attaching photographs, voice records, and GPS locations as needed.

Intervention site location:

State	District	# of sites
Manipur	Bishnupur	5
Manipur	Churachandpur	2
Manipur	Imphal	2
Manipur	Imphal East	8
Manipur	Imphal West	22
Manipur	Kakching	11
Manipur	Kamjong	1
Manipur	Senapati	1
Manipur	Thoubal	31
Meghalaya	East Garo Hills	2
Meghalaya	East Jaintia Hills	1
Meghalaya	East Khasi hills	1
Meghalaya	North Garo Hills	3
Meghalaya	Ri-Bhoi	93
Meghalaya	South West Khasi Hills	1
Meghalaya	West Garo Hills	2
Meghalaya	West Jaintia Hills	6
Meghalaya	West Khasi Hills	1
Mizoram	Aizwal	41
Mizoram	Champhai	9
Mizoram	Kolasib	1
Mizoram	Lunglei	8
Mizoram	Mamit	9
Mizoram	Serchhip	10
Mizoram	(blank)	4
Total		275

B. Impact evaluation

SELCO Foundation (SF) has deployed 90 livelihood interventions in Assam, primarily targeting rural women entrepreneurs (RWEs). The program aims to enhance the voice and leadership of RWEs by expanding collectives platforms and hubs at district and state levels. The proposed impact evaluation study seeks to assess the effects of these interventions on various aspects of the beneficiaries' livelihoods.

a) Impact on Income:

- Evaluate changes in income levels among entrepreneurs, considering factors such as increased working hours, productivity improvements, reduced production costs, energy savings, and enhanced product quality leading to improved marginal revenue per unit.

b) Impact on Drudgery and Ease of Livelihood Activities:

- Assess the reduction in human drudgery and improvement in working conditions for entrepreneurs.
- Examine the flexibility in working hours and the quality of products resulting from the interventions.

c) Environmental Impacts:

- Measure the reduction in energy consumption, particularly of traditional fuels, resulting from the interventions.
- Explore potential greenhouse gas (GHG) mitigation through carbon offsets where applicable.

d) Ecosystem-Level Impacts:

- Investigate the linkages to formal finance, including support through subsidies, gap financing, margin money, etc.
- Assess the impact of training and capacity building initiatives on the ecosystem supporting RWEs.

e) RWE Indicators

- Develop and incorporate indicators specific to RWEs, such as their economic empowerment, access to financial services, and income diversification.

f) Impact on Economic Condition of Women:

- Evaluate the economic condition of women led by the RWE program, including their ability to maintain basic financial accounts for businesses, access loans, and generate income from diversified sources.

g) Impact on Women through Technological Adaptation:

- Assess the adoption of gender-powered technological solutions by women, leading to the development of entrepreneurship among rural women.

Intervention site location / Sample Size

State	District	# of sites
Assam	Aflagaon	1
Assam	Baksa	12
Assam	Bongaigaon	1
Assam	Chirang	1
Assam	Darrang	8
Assam	Dibrugarh	3
Assam	Goalpara	7
Assam	Guwahati	1
Assam	Kamrup	8
Assam	Kamrup Rural	10
Assam	Karbi Anglong	1
Assam	Kokrajhar	6
Assam	Morigaon	4
Assam	Nagaon	2
Assam	Nalbari	4
Assam	North Cachar Hills	1
Assam	Sivasagar	2
Assam	Sonitpur	1
Assam	Udalguri	12
Assam	West Karbi Anglong	5
Total		90

C. Work and Assignment

KEY TASK	SUB ACTIVITIES	DELIVERABLES
INCEPTION STAGE	<ul style="list-style-type: none"> • Inception meeting • Development of inception report • Expectations of the assignment • Team composition and roles and responsibilities within the Consultant team • Any refinements and elaboration to study questions, Methods – qualitative and quantitative, sample size • Research matrix linking questions – methods & tools – data sources and indicators (Proposed List of Stakeholders and Methods / Tools to be applied with each stakeholder) • Analysis plan containing dummy tables addressing all objectives and indicators • Outline of the study report • Ethical considerations • Quality control mechanism • Gantt chart and work plan 	<ul style="list-style-type: none"> • Inception report • Presentation
STUDY TOOLS	<ul style="list-style-type: none"> • Incorporating the baseline study tool into the CAPI version -Study tool for Baseline data collection is ready • Impact evaluation • Reviewing the existing data collection tool for Impact evaluation • Adding the additional questions as per the impact evaluation study objectives • Finalising the study tools • Translation of study tools 	<ul style="list-style-type: none"> • Final data collection tools – Translated • CAPI
TRAINING DATA COLLECTION TEAM	<ul style="list-style-type: none"> • Classroom training • Field practice • Debriefing 	<ul style="list-style-type: none"> • Brief training report

FIELDWORK – DATA COLLECTION	<ul style="list-style-type: none"> • Field data collection plan for each state • Debriefing meeting after one round of data collection for course corrections • Data quality assurance 	<ul style="list-style-type: none"> • Field work plan • Field work completion report
SUBMISSION OF BASELINE DATA SETS	<ul style="list-style-type: none"> • Weekly Submission of raw data sets for review • Submission of raw and clean quantitative and qualitative data sets • Submission of audio recordings, transcription, and photographs 	<ul style="list-style-type: none"> • Data sets
IMPACT EVALUATION REPORT AND DISSEMINATION	<ul style="list-style-type: none"> • Data Analysis • Development and submission of the draft report • Feedback and comments from SF • Submission of the final report • Final presentation on the study findings 	<ul style="list-style-type: none"> • Analysis table • Final report • Final presentation (ppt) • Dissemination

D. Specifications

i. Recruitment and Training:

The consulting firm shall ensure the recruitment of enough field enumerators, field supervisors, and personnel with relevant experience and qualifications. The field data collection team is expected to possess the following expertise:

- Excellent interviewing skills, particularly in the social and developmental sectors.
- Prior experience in conducting data collection and research activities.
- Proficient verbal communication skills in the local language.
- Flexibility and willingness to travel independently to various locations.
- Basic computer literacy and data entry skills. Prior experience with Android data collection apps will be advantageous.
- Ability to maintain the integrity and quality of collected data.
- Commitment to maintaining confidentiality throughout the data collection process.
- Strong coordination skills to ensure effective teamwork and project management.
- Field enumerators must be prepared to ascend rooftops using temporary ladders or other supporting items in the absence of staircases to assess the quality of solar energy unit installations.

ii. Hosting a Training Program:

The consulting firm will organize a rigorous training program (comprising of classroom sessions and field exposure) for field enumerators and field supervisors. SELCO Foundation experts will lead the training sessions on the questionnaire.

iii. Data collection:

- Develop a comprehensive plan to visit the intervention sites within the specified timeframe.
- Assign teams to different geographical areas to ensure thorough coverage.
- Gather quantitative and qualitative data in alignment with the provided baseline questionnaire.
- Uphold data integrity, accuracy, and consistency across all interventions.
- Provide daily updates on the progress of data collection through the tracker sheet.
- Promptly communicate challenges and issues encountered during data collection to the SF Point of Contact.

- Maintain strict adherence to the agreed-upon timelines with SF.
- Submit a comprehensive project completion report within a week after the project's conclusion.

iv. Field Data Collection Process:

Broad Activity	Responsibility	Specific activity
Allocation of enumerator list and plan	Team lead and Field supervisor	<ul style="list-style-type: none"> • Prepare district wise end-user list • Prepare field plan for each enumerator
Seeking an appointment for site visit	Field enumerator	<ul style="list-style-type: none"> • Initiate a telephone call to the end-user to schedule an appointment. • Collect proper address from the end-user to reach the site. • If the number is unreachable, switched off, incorrect, or invalid, update the details accordingly in the survey solution app and tracker sheet. • Obtain correct end-user contact details from the SF Point of Contact and make another attempt to schedule an appointment. • Note: Enumerators shall not visit the site without first securing an appointment from the end-users.
Site visit and Data collection	Field enumerator	<ul style="list-style-type: none"> • Visit the site according to the scheduled appointment. • Activate GPS location on the phone before leaving the base. • Obtain consent from the respondent for data collection. • If consent is refused, conclude the interview and record details in the survey solution app. • Collect data at the site and record responses in the survey solution app, including photographs, GPS locations, and voice records. • Check for any missing information and errors. • Synchronize or submit the data to the server and proceed to the next site. • Document data collection details in the tracker sheet
Data approval	SF data management team	<ul style="list-style-type: none"> • The SF M&E team will periodically review the data, flagging any errors and coordinating with the agency lead for rectification. • Upon error rectification, the SF M&E team will approve the data. • Subsequently, they will mark the data as "completed" in the tracker sheet to indicate its readiness for further processing.

Data QC	Field Supervisor and the agency	<ul style="list-style-type: none"> • Agency shall ensure that all enumerators and supervisors receive comprehensive training on data collection protocols and survey instruments. Conduct calibration exercises to minimize inter-observer variability. • Implement a robust system of field supervision and monitoring to ensure data collectors adhere to standard protocols and maintain data quality. Conduct regular spot or back checks and provide constructive feedback to field teams. • Implement rigorous procedures for data validation and cleaning to identify and correct errors, inconsistencies, and missing values. Utilize software tools and manual checks to verify the accuracy and completeness of the dataset. • Conduct periodic quality control checks throughout the data collection process to assess the data's reliability and integrity.
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4. Requirement:

a. Relevant Experience:

- Demonstrated expertise and at least 3 years of experience in conducting data collection and impact evaluation studies, preferably in the domain of livelihood interventions and renewable energy solutions.
- Proven track record of working with non-profit organizations or development agencies, especially in the context of rural and tribal communities.

b. Technical Proficiency:

- Proficiency in both quantitative and qualitative research methodologies, including survey design, data analysis, and impact assessment techniques.
- Experience in developing digital survey tools and utilizing technology for data collection and analysis.

c. Sector Knowledge:

- Understanding of the socioeconomic and environmental challenges faced by communities in the Northeast region of India, particularly in states like Assam, Meghalaya, Manipur, and Mizoram.
- Familiarity with decentralized renewable energy (DRE) solutions and their potential impact on livelihoods, income generation, and quality of life.

d. Capacity and Resources:

- Adequate human resources and infrastructure to deploy a field data collection team across multiple intervention sites within the specified timeframe.
- Access to transportation facilities and local networks to ensure efficient data collection in remote or rural areas.

e. Reporting and Communication Skills:

- Ability to deliver clear and concise reports, with actionable recommendations based on the findings of the impact evaluation.
- Proficiency in English and local languages spoken in the Northeast region for effective communication with beneficiaries and stakeholders.

f. Ethical Standards:

- Commitment to ethical research practices, including informed consent, confidentiality, and respect for cultural sensitivities.
- Adherence to relevant guidelines and regulations governing research involving human subjects and data collection.

g. Collaborative Approach:

- Willingness to collaborate closely with SELCO Foundation and other stakeholders throughout the project duration, including regular progress updates and feedback sessions.
- Ability to work in a multidisciplinary team environment and incorporate inputs from diverse perspectives.

Note:

Interested research agencies are encouraged to demonstrate alignment with the objectives and scope of work outlined in the Terms of Reference (ToR) for the Baseline Data Collection and Impact Evaluation of Livelihood Interventions in the Northeast Region Implemented during the 2023-2024 Fiscal Year.

5. Timelines:

The agency is expected to complete the baseline data collection within 6 weeks from the date of agreement.

Activities	Wk1	Wk2	Wk3	Wk4	Wk5	Wk6	Wk7
<i>Agreement</i>	1 st Payment						
<i>Inception report and Study tool</i>							
<i>Training</i>							
<i>Field data collection</i>							
<i>Submission of final data sets</i>					2 nd Payment		
<i>Evaluation report</i>							3 rd Payment

6. Selection Criteria:

The evaluation of proposals will be based on the following criteria:

- Experience and expertise in conducting field data collection activities and impact evaluation
- Quality of the proposed methodology and approach.
- Demonstrated ability to meet tight deadlines.
- Cost-effectiveness of the proposed budget.

7. Payment Terms:

As per SELCO Foundation policy and agreed by consultant will be process

8. Apply Proposal

Agencies are encouraged to submit a comprehensive budget proposal for each objective, delineating all projected expenses related to recruitment, training, data collection, and final report preparation. Also, agencies can submit proposals for either one or both objectives.

Format for Proposal

Financial proposal for Data Collection and Impact Evaluation		
Remark	Task	Estimated Cost
Baseline Data collection	<ul style="list-style-type: none">• Recruit field data enumerators, supervisors, and team leads.• Finalising data collection tools and Translated• Conduct training sessions• Review and clean quantitative and qualitative data sets• 275 sites to collect baseline data.	
Impact evaluation	<ul style="list-style-type: none">• Conduct study in 90 livelihood interventions in Assam• Final report• Final presentation (ppt)	

9. To apply

Interested consultants / organisations, with relevant experience (please include samples and/or references of the previous similar work as proof of experience) and based out of India are requested to reach out with a detailed proposal giving a brief on the methodology and the process they will uptake for this project, including budgets (with break-ups and explanation), timelines and milestones and submit the same to google form <https://forms.gle/Ag6DddVjgQAb9z4k8> on before 15th May, 2024.

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

“Onboarding a Consulting Firm for Baseline Data Collection and Impact Evaluation in the North East Region” (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:

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

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.

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.