

Draft Memorandum of Agreement is appended with the proposal of empanelment of Auxiliary Resource Agencies for guidance and the same may be partly or wholly revised if needed in the larger interest of the Government at the discretion of APUG&BCL.

**APPOINTMENT OF AUXILIARY RESOURCE AGENCY
FOR PROVIDING FUND MOBILISATION SERVICES TO
APUG&BCL**

BY & BETWEEN

**ANDHRA PRADESH URBAN GREENING AND BEAUTIFICATION
CORPORATION (APUGBCL),**

AND

March, 2016

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[On a non-Judicial stamp paper of appropriate value as applicable in the state of execution]

DRAFT MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement** (hereinafter referred to as the “**Agreement**”) is entered on this the ____ day of _____, Two Thousand and sixteen (2016)

by & between

Andhra Pradesh Urban Greening and Beautification Corporation Limited, a company within the meaning of the Companies Act, 2013 (incorporated under the provisions of the Companies Act, 1956) and having its Registered Office at 3rd Floor, Flat No. 306, Intech Residency, Khairatabad, Hyderabad - 500004 (hereinafter referred to as ‘**APUGBCL**’ which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the **ONE PART**

and

_____, a company within the meaning of the Companies Act, 2013 (incorporated under the Companies Act, 1956) and having its Registered Office at _____ (hereinafter referred to as ‘_____’, which expression shall, unless repugnant to the context thereof, include its successors, assigns, affiliates / associate and funds under the management of _____) of the **OTHER PART**.

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[‘APUGBCL’ and ‘_____’ are hereinafter individually referred to as “**the Party**” and collectively as “**the Parties**”.]

WHEREAS

- (A) (i) APUGBCL has been mandated to undertake development of urban greening and beautification of various vacant lands across urban Andhra Pradesh including exploring private initiative in the infrastructure development, implementation and management of urban greening and beautification projects.

In furtherance thereof, APUGBCL wishes to undertake the development of urban greening and beautification projects in various vacant lands across urban Andhra Pradesh (hereinafter referred to as the ‘**Project**’) and thereby facilitate the urban beautification and environment improvement of urban Andhra Pradesh.

Towards achievement of the aforesaid objectives, in general, and implementation of the Project, in particular, APUG&BCL intends to empanel “Auxiliary Resource Agencies” who have accomplished experience in providing financial/ fund mobilization services (More details are indicated in the scope of service) for sourcing financial grants from outside the state Government such as from Global Environment Fund, Green Climate Fund, KWF, World Bank, ADB, Government of India, CSR Grants, etc.

- (B) _____ also referred to as “**Consultant**” in this Agreement, has been incorporated specifically for _____.

- (C) APUGBCL wishes to engage the services of _____ in relation to development of the Project/Projects and so, it issued a Work Order dated _____ in favor of _____, informing its selection as a consultant for providing fund mobilization services for sourcing financial grants from outside the state Government such as from Global Environment Fund, Green Climate Fund, KWF, World Bank, ADB, Government of India, CSR Grants, etc. for a Success fees of Rs. _____ plus applicable Service Tax. Further, _____ is in a position and willing to provide the said services pertaining to the objectives of APUGBCL. In terms of this Agreement, _____ will advise the APUGBCL to achieve the aforesaid objectives of APUGBCL.

- (E) It is deemed expedient and necessary to enter into this Memorandum of Agreement being these presents to record their understanding, terms, covenants and conditions of the said agreement between the Parties.

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NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

- a) “**Agreement**” shall mean this Agreement together with its annexure , as of the date hereof, and as amended or supplemented, from time to time, in accordance with the provisions hereto.
- b) “**Affiliate**” means, in relation to any Party, any entity controlled, directly or indirectly, by that Party, any entity that controls, directly or indirectly that Party, or any entity under common control with that Party or, in the case of a natural person, any relative of such person. Without limiting the generality of the above, a holding or subsidiary company of any Party, any associates, group companies (and in case of _____, funds under the management of _____) shall be deemed to be an Affiliate.

The terms “holding company” and “subsidiary” shall have the meaning ascribed to them under the Companies Act, 2013 and the term “control” shall mean:

- i) control over the composition of Board of Directors of an entity; or
 - ii) control of at least 51% of the issued and paid up equity share capital of the company".
- c) “**Applicable Law**” shall mean and include any law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, circular, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as on the date of this Agreement or thereafter, in any jurisdiction.
 - d) “**Business Day**” shall refer to those calendar days on which nationalised /scheduled banks in the State of Andhra Pradesh are open for normal public transactions.
 - e) “**Estimated Project Cost**” shall refer to the constituent components thereof as particularly described in **Annexure D** hereto.
 - f) “**Force Majeure**” shall mean any event or circumstance or combination of events or circumstances which prevents the Party claiming Force Majeure (the ‘**Affected Party**’) from performing its obligations under this Agreement and which event or circumstance (i) which is beyond the reasonable control and not arising out of the default of the Affected Party; (ii) the Affected Party has been unable to overcome

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such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and **(iii)** which has a Material Adverse Effect on the subsistence of this Agreement. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in Applicable Law.

- g)** “**Material Adverse Effect**” means circumstances which may or do **(i)** render any right vested in a Party by the terms of this Agreement ineffective; or **(ii)** adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement; or **(iii)** adversely affects the legality, validity, binding nature or enforceability of this Agreement.
- h)** “**Material Breach**” means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects the performance of the transactions contemplated by this Agreement and results in a Material Adverse Effect.
- i)** “**Person**” means any natural Person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under the Applicable Law.
- j)** “**Project(s)**” shall mean “Auxiliary Services provided by _____ provided to APUGBCL and Fund Mobilised from specific funding organization for Development of Various Urban Greening and Beautification Projects Across urban areas of Andhra Pradesh” under the provisions of this Agreement (collectively called the “**Projects**”).
- k)** “**Project Development**” means all activities in respect of a Project commencing from identification of funding organizations and up to disbursement of funds to APUG&BCL including preparation of assessment reports, financial structuring and all other such activities required for fund mobilization and realization.

2. Objective

Institutional Arrangement

APUGBCL hereby appoints _____ as a 'Auxiliary Resource Agency' for the Project wherein it shall offer its experience, knowledge, expertise towards facilitating fund mobilization and to set high standards of performance and efficiency and also undertake such other assignments as may be mutually agreed to between the parties hereto. _____ and APUGBCL shall jointly work together with a view to ensure that the Project(s) as a whole are commercially viable & sustainable.

3. Scope of Services

The detailed scope of the services to be provided by _____ is more particularly set out in **Annexure –A**.

4. Role & Responsibilities of Parties

The Parties to this Agreement shall perform their respective roles and responsibilities as more particularly set out in **Annexure-B** and shall be applicable and binding on each of the Parties during the currency of this Agreement. Each Party shall use its best efforts, resources and expertise to ensure timely completion of the project development activities as per schedule.

5. Terms & Conditions

The Parties agree and confirm that the terms, conditions, rights and obligations as more particularly detailed in **Annexure C** hereto shall be applicable and binding on the Parties during the operation of this Agreement, unless expressly agreed to other wise in writing by the Parties in terms of the applicable provisions contained elsewhere in this Agreement, in particular:

- (a) _____ shall carry out the services in accordance with the provisions of the Agreement; and
- (b) APUGBCL shall make payments to _____ in accordance with the provisions of the Agreement.

6. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between APUGBCL and _____. _____ shall, subject to this Agreement, have complete charge of the personnel responsible for performance of the project services and shall be fully accountable for the project services performed by them or on their behalf hereunder.

7. Governing Law & Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at _____ shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

8. Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

9. Table of Contents and Headings

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

10. Location

The project services rendered by _____, hereunder, shall be performed at Hyderabad or at such locations as deemed appropriate by _____ in its absolute discretion.

11. Taxes and Duties

Unless otherwise specified in the Agreement, all fees and monies paid / to be paid to _____ by “APUGBCL”, in terms of the provisions of this Agreement shall be paid exclusive of all taxes, duties, levies and other impositions as may be levied under the Applicable Laws and “APUGBCL” shall be liable to pay such taxes, duties and levies in addition to the fees / monies becoming due to the Consultant under this Agreement and comply with such formalities in this regard as may be lawfully imposed.

Further in the event if the Implementing Agency fails or omits, for any reason whatsoever, to pay such applicable taxes duties and levies to Consultant in addition to the fees payable, in terms of this Agreement then “APUGBCL” shall undertake necessary steps for making payment of such applicable taxes, duties and levies to Consultant forthwith on receipt of first written demand from the Consultant in this regard, inter alia by invoking the security deposits / EMDs submitted by the implementing agency

12. Effectiveness of Agreement

This Agreement shall come into force and effect from the date of execution of this agreement and shall remain valid and effective for a term as more particularly provided under Clause 12 of **Annexure C** ('Validity & Termination') hereto.

13. Entire Agreement

This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement stand hereby abrogated and withdrawn.

14. Modification /Amendment of Agreement

Any modification / amendment of the terms and conditions of this Agreement, including any modification of the scope of the services, may only be made, and be effective, through written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification / amendment made by the other Party.

15. Fairness & Good Faith

a) Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

b) Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a Dispute (as hereinafter defined) and would be consequently dealt subject to arbitration in accordance with Clause 15 hereto.

16. Settlement of Disputes

- 16.1 Any and all disputes or differences between the Parties hereto arising out of or in connection with this Agreement or its performance (hereafter a “Dispute”) shall, so far as it is possible, be settled amicably through good faith discussions between the senior executives of the Parties with authority to resolve the dispute or issue between them.
- 16.2 In the event the Dispute remains unresolved after thirty (30) Business Days of such amicable resolution, referred to under sub-clause 15.1 above, and the Parties have failed to reach an amicable settlement with respect to the same, the Dispute shall be submitted to arbitration at the request of either Party upon a written notice (hereinafter referred to as the “**Dispute Notice**”) to that effect to the other Party and such arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 by a panel consisting of one (1) arbitrator, who shall be appointed jointly by Parties. In the event the Parties are not able to reach a consensus as to the appointment of the sole arbitrator within 30 days of the date of request of either Party for appointment of the sole arbitrator, ‘APUGBCL’ shall appoint one arbitrator and _____ shall appoint the second arbitrator, and the two appointed arbitrators (hereinafter referred to as the “**Nominee Arbitrators**”) shall nominate the third arbitrator (hereinafter referred to as the “**Presiding Arbitrator**”) who shall preside over the arbitral tribunal as the Chairman.
- 16.3 The language of the arbitration shall exclusively be English. The venue of the arbitration shall be _____, India only.
- 16.4 Both Parties agree that the award of the arbitrators shall be final and binding upon them, and that none of them shall be entitled to commence or maintain any action in a court of law upon any matter in dispute arising from or in relation to this Agreement, except for the enforcement of an arbitral award granted pursuant to this Clause to the extent permitted under Applicable Law.
- 16.5 During the period of submission of Dispute to arbitration and thereafter until the granting of the award, both Parties shall, except in the event of termination, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.
- 16.6 Neither Party to arbitration nor the members of the arbitration panel may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Party.
- 16.7 Each Party shall initially bear their respective share of expenses to be incurred on the arbitration proceedings and subsequently the expenses incurred on the

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arbitration proceedings would be shared as per and in terms of the final award passed by the arbitrators.

16.8 The provisions contained in this Article shall survive the termination and/or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of "APUGBCL"

Authorised Signatory

Name:

Designation:

SIGNED, SEALED AND DELIVERED

For and on behalf of _____

Authorised Signatory

Name:

Designation:

ANNEXURE – A

SCOPE OF PROJECT

The Broad scope of Services are;

- i. Identification of Funding Agencies that provide grants towards augmentation of green cover, climate control, environment up-gradation, etc. in urban Andhra Pradesh.
- ii. Assistance in sourcing grants from various agencies /firms under CSR funding for greening and beautification of urban Andhra Pradesh
- iii. Support in preparation and submission of proposals to various funding agencies globally and follow up till disbursement of grants.
- iv. Collection of relevant key statistics and preparation of IEC (Information, Education & Communication) materials on behalf of this corporation (APUG&BCL)
 - v. Providing liaison services with the granting organizations
 - vi. Process management in realizing the funds
 - vii. Conducting events / seminars, etc
- viii. Perform all such activities on behalf of APUG&BCL that are required for sanction and disbursement of grants from donor agencies/ CSR.

ANNEXURE –B

PART-I

ROLE AND RESPONSIBILITIES OF PARTIES:

Roles and Responsibilities

To accomplish the objectives of the Project, each Party will be responsible for certain activities. These are summarized below.

(I) **Role of _____**

(a) _____ will assist APUGBCL in fund mobilization for development of urban greening and beautification in the State of A.P.

(b) _____ will be accountable and responsible for its output including disbursement of funds from funding agencies and will work seamlessly in close coordination with the APUGBCL as a team and keep the APUGBCL posted about progress and problems on a regular basis. The APUGBCL will endeavor to resolve problems and difficulties raised by _____ in coordination with authorities of the government.

(c) **Contribute Human Resources:** Contribute the requisite technical and managerial resources as well as in-house professional and other manpower available for providing its services.

II) **Role of APUGBCL**

(a) **Co-ordinate with the Government and its Agencies**

Coordinate with the Government of Andhra Pradesh/ Government of India, its departments and agencies for specific project works and to facilitate decisions and approvals on all issues such as project clearances, project agreements, fiscal concessions etc. if required.

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- (b) Necessary assistance and support to the Consultant in corresponding with the funding organizations.
- (c) Ensure payment of fees to _____ in accordance with this Agreement.
- (d) Assistance in necessary clearances etc.
- (e) Unless otherwise specified in the Agreement, 'APUGBCL' shall make best efforts to ensure that the Government shall:
 - (i) provide to _____, its sub-consultants , representatives and personnel with work permits and such other documents as may be necessary to enable the _____, its Sub-consultant or personnel to perform the services;
 - (ii) facilitate prompt clearance of all applicable approvals, permits, licenses , sanctions and No objections etc including through customs of any property required for the services; and
 - (iii) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services;

PART-II

TIME SCHEDULE FOR ADVISORY SERVICES

- (a) In the event of delay in achievement of the above milestones beyond the agreed time lines from time to time, the Parties shall mutually discuss the reasons thereof and possible measures of curing such delay and upon mutual consultation, may revise the timelines for any or all of the above activities.

ANNEXURE-‘C’
TERMS & CONDITIONS

The Parties agree and confirm that the terms, conditions, rights and obligations as more particularly detailed herein below hereto shall be applicable and binding on the Parties during the operation of this Agreement:

1. Fees & Payment Structure

Towards consideration for the professional services performed, _____ shall be entitled to receive Success fees (Project Development Fees) and other payments (together with all applicable taxes, duties and levies) on the basis outlined below:

(i) **Project Development Fees**

In consideration of the fund mobilization services, for each successful project i.e., fund mobilized and disbursed from any of the funding agencies, _____ shall be entitled to receive an amount as a percentage (%) of the fund mobilized and disbursed to APUGBCL (as detailed below) from sources like Multilateral Funding agencies, CSR etc, as Project Development Fee. The fee will be linked to the disbursement of the funds to APUGBCL.

Sl.No.	Category	Success Fee in percentage of				
		Funds Realization Range				
		Rs. 0-25 Lakhs	Rs. 0-50 Lakhs	Rs. 0-100 Lakhs	Rs. 0-500 Lakhs	Rs. 501 Lakhs and above
1	Where funding through uniformly structured schemes of funding agencies					
2	Where funding is given against the specialized data & submitted (project based proposals) in notified schemes					
3	Sanction of funds considering the project as Special case/Innovative/ Experimental Project in notified schemes					
4	Sanction of funds under Additional Central Assistance by Government of India/ Other state governments / PSUs					
5	CSR Funds/ Grants from PSUs/ Charitable Agencies / International Cooperation					
6	Funds through Open sourcing/ Organizing public events at the cost of applicant					

2. Project Abandonment

In the event, at any stage after the sanction of funds from a funding organization, APUGBCL decides not to go ahead with the Project or puts the project on hold for more than three months due to any reason (including but not limited to (i) Force Majeure events; (ii) termination on account of default; (iii) failure to attract private sector participation, (iv) change in Applicable Law etc.). _____ shall be entitled to receive 50% of the entitled success fee amount, together with all applicable taxes, duties and levies, the following payments from APUGBCL.

3. Indemnity

- a) Each Party shall indemnify and keep indemnified the other Party from and against all consequences and liabilities arising out of or in any way connected with the indemnifying Party's negligence, fault, nuisance, breach of this Agreement and failure to perform its obligations under this Agreement, except to the extent that the same is attributable to a negligent or willful act or omission of the Party seeking to be indemnified. However it is unconditionally agreed by and between the Parties that the maximum liability of _____ in pursuance of this clause shall under no circumstances exceed the total amount of the success fee actually received by it in respect of the concerned Project up to that stage.
- b) In case of any dispute, controversy, litigation, public agitation etc. connected with the Project (s) or arising out of any matter connected with or incidental to the Project(s) or for any other reason, APUGBCL shall unconditionally indemnify and keep indemnified and hold _____ and its directors, employees, authorized representatives, agents harmless from and against all costs, claims, damages, proceedings, liability, including fees paid to legal counsels etc. in this behalf.

4. Force Majeure

- a) A Party shall not be liable to the other Party for any loss, injury, delay, damages or other casualty suffered or incurred by the latter due to Force Majeure, and any failure or delay by any Party in performance of its obligations under this Agreement due to Force Majeure shall not be considered as a breach of this Agreement.
- b) The Party suffering Force Majeure shall notify the other Party in writing promptly after the occurrence of such Force Majeure and shall, to the extent reasonable and lawful, use its best efforts to remove or remedy such cause. Upon the occurrence of any circumstances of Force Majeure the Party claiming Force Majeure shall use all reasonable endeavors to continue to perform its obligations under this Agreement and to minimize the adverse effects of such circumstances. Such a Party shall notify the other Party of the steps it proposes to take including any reasonable alternative means for performance. In the event any obligation cannot be performed due to

continuance of a Force Majeure event for a period of six (06) months or more, the Parties agree that the time period for the performance of such obligation shall stand extended for an equivalent period after such time as the Force Majeure event ceases to exist.

In the event consequent to the happening of the Force Majeure event the Project has been rendered unviable or un-bankable or the Force Majeure event is not likely to be cured within a reasonable foreseeable period the Parties may decide to terminate this agreement in respect of such Project in which case _____ shall be entitled to receive payments in terms of the provisions of Clause 2 of this Annexure-C.

5. Confidentiality

The Parties acknowledge the confidentiality of the information, which may be transferred between the Parties from time to time as being essential to this Agreement and agree not to disclose the same to any other third party. However, each Party shall be free to disclose such information as is:

- a) Part of the public domain at the time of disclosure;
- b) Required to be disclosed by official authorities in accordance with the Applicable Law;
- c) To their professional advisors;
- d) To their officers, employees, agents or representatives, who need to have access to such information for the proper performance of their activities; the obligation of Parties as defined above shall apply notwithstanding termination of this Agreement.

6. Documents prepared by _____ to be property of APUGBCL

All documents, reports prepared by _____ in performing the services shall become and remain the property of APUGBCL and _____ shall, not later than thirty (30) days from the date of termination or expiration of this Agreement, deliver all such documents to APUGBCL, together with a detailed inventory thereof. _____ may retain a copy of such documents.

7. Document / Equipment and materials furnished by APUGBCL

Documents / Equipment and materials made available to _____ by APUGBCL shall be the property of APUGBCL and shall be marked accordingly. Upon termination or expiration of this Agreement, _____ shall return to APUGBCL such documents (on best effort basis) / equipment and materials or shall dispose of such documents, equipment and materials in accordance with the instructions of APUGBCL

8. Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases the cost or reimbursable expenses incurred by _____ in performing the advisory services, then the Success fees and reimbursable expenses otherwise payable to _____ under this Agreement shall be increased accordingly by agreement between the Parties hereto.

9. Validity and Termination

- a) This Agreement shall become effective upon the execution thereof by the Parties hereto and shall, unless terminated by the Parties in accordance with the provisions hereto or extended by mutual consent expressed in writing by the Parties, remain in force, initially for a period of 3 years. It may be extended based on the performance of the consultant on mutual agreed terms and conditions (hereinafter referred to as the 'Validity Period').
- b) This Agreement, prior to the expiry of its Validity Period, may be terminated at any time by either Party by giving 3 (three) months advance written notice to the other party of its intention to terminate the Agreement.
- c) This Agreement is terminable upon the occurrence of a Material Breach which has a Material Adverse Effect. This Agreement will also terminate automatically upon the bankruptcy of either Party.
- d) In the event of early termination of this Agreement for any reason, the liability of the Parties {except for payments in terms sub-clause (d) above} shall be restricted to the amounts that have been committed by them and become payable till the date of termination of Agreement.
- e) The expiry or termination of this Agreement will have no impact on any specific agreement entered into between the Parties pursuant to this Agreement, which shall continue to be in force in terms of the provisions thereof.
- g) The termination of this Agreement shall not affect the rights of the Parties accrued prior to such termination.

10. Exclusions

- a) Each Party shall be free to pursue its interests outside the purview of the Agreement in other States as well as in the State of Andhra Pradesh and for this purpose to enter into other partnerships/agreements/ arrangements for projects including projects similar to the Projects to be taken up under this Agreement.

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- b) All direct expenses to be incurred on issuing of advertisement's, notices, clarification's, printing of publicity material/literature/information memorandum etc, holding of meetings and conferences, press releases etc shall be borne directly by APUGBCL.

11. **Notices**

a) **Notices in Writing**

Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and in English.

b) **Method of Service**

Any such notice or other communication shall be addressed as provided in clause (c) and, if so addressed, shall be deemed to have been duly given or made (unless it is obvious that it has not been) as follows:

- (i) if sent by personal delivery, upon delivery at the address of the relevant Party;
- (ii) if sent by registered post, 5 (five) days after dispatch; and
- (iii) If sent by facsimile transmission, when dispatched, but only if the sender's transmission report shows the entire facsimile to have been received by the recipient with 'OK' transmission report.

c) **Address for Notices**

The relevant addressee, address and facsimile numbers of the Parties for the purposes of this Agreement shall be:

If to APUGBCL:

Party : APUGBCL
Kind Attn: : Managing Director, APUGBCL
 : Authorised Personnel
Address : 6-2-969, flat no. 306, 3rd floor, In-tech Residency,
 : Khairatabad, Hyderabad – 500 004
Phone : **040-23397233**
Fax : **040-23397234**

If to _____:
Party : _____

Kind Attn:
Address :
Ph No. :
Fax No :

d) Change of Address:

A Party may notify the other Party of a change to its name, addressee, address and telex or facsimile numbers provided that such notification shall only be effective on:

- (i) The date specified in the notification as the date on which the change is to take place; or
- (ii) If no date is specified or the date specified is less than five days after the date on which notice is given, the date falling five days after notice of any such change has been given.

12. General

a) Remedies and Waiver

- (i) No delay or omission on the part of any Party in exercising any right, power or remedy provided by law or under this Agreement shall impair such right, power of remedy or operate as a waiver thereof.
- (ii) The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- (iii) The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

b) Severability

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that shall not affect or impair:

- (i) The legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (ii) The legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.