

**FORMAT-CONN-LEAD**

**MODEL AGREEMENT BETWEEN THE LEAD GENERATOR AND OTHER GENERATORS LOCATED IN A GEOGRAPHICALLY CONTIGUOUS AREA FOR SEEKING INTER-CONNECTION WITH THE ISTS AT A SINGLE CONNECTION POINT**

This Agreement (hereinafter referred to as the "Agreement") has been made effective at ..... (Place) ..... and is effective from this..... day of.....20.....

BETWEEN:

M/s ..... (Name of the company) ....., a company registered under the Companies Act, (...year....) having its registered office at ..... (Address of the Company) ....., (hereinafter referred as "Lead Generator") (which expression wherever the context appears shall unless repugnant to the context meaning thereof) to, mean and include its successors in business and permitted assigns of the FIRST PART;

AND

M/s..... (Name of the Company) ....., a company registered under the Companies Act, (..... year.....) having its registered office at.....(Address of the Company) ....., (which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the SECOND PART;

AND

AND

AND

M/s ..... (Name of the Company) ....., a company registered

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under the Indian Companies Act, (....year....) having its registered office at .....Address of the Company) .....(which expression shall, unless repugnant to the context meaning thereof be deemed to, mean and include its successors in business and permitted assigns) of the nth PART;

The parties referred to above shall individually be referred to as a "Party" and collectively as "Parties".

WHEREAS

(a) The Parties hereinafter agree to develop more than one ..... (Type of the Generating Station) ..... for the total capacity of .....(Capacity in MW)..... in the State of .....(Name of the State) ..... ( hereinafter referred to as 'Group of Projects')and jointly seek Connectivity, to inject electrical energy at .....(Voltage level in kV)..... level from the installed capacity of ... (Installed Capacity in MW)..... of .....(Type of the Generating Plant) ....., into the 765/400/230 kV sub-station of the .....(Name of the Transmission Licensee). The details of generating stations are as under:

| Name | Type of generator | Installed Capacity |
|------|-------------------|--------------------|
|      |                   |                    |

(b) As per the provisions of the Central Electricity Regulatory Commission GNA Regulations, 2022, the Parties collectively fall under the definition of an 'Applicant' and the "lead generator" on their behalf shall apply for Connectivity to the CTU.

(c) The Parties agree that in relation to the 'Group of Projects' and for the purpose of availing GNA with the inter-State Transmission Systems (ISTS) network for the requisite quantum, in line with the applicable Regulations, the 'Lead Generator' shall act on behalf of the Parties to undertake all operational and commercial responsibilities for all the Parties connected at that point following the provisions of the Indian Electricity Grid Code and all other regulations of the Commission, related to Grid security, Scheduling and Dispatch, Collection and

payment or adjustment of Transmission charges, deviation charges, congestion and other charges etc.

- (d) The Parties also agree to develop a common sub-transmission, transmission and evacuation network in relation to the 'Group of Projects' to be ultimately connected to the CTU grid sub-station in the ISTS network.
- (e) The Parties also agree that they shall share all the expenditure that may be incurred in developing the common network, infrastructure, any fee/charges that may be involved in taking the connectivity and/or fulfilling any statutory or any other requirement whatsoever may be experienced towards development of the 'Group of Projects'.(generators to decide the modalities of sharing the expenditure).
- (f) The Parties also agree that once the 'Group of Projects' is in part/full ready and operational, they shall co-operate and take all necessary steps in operating the 'Group of Projects' and shall also share all the expenditure that may be incurred towards operation of the 'Group of Projects' (generators to decide the modalities of sharing the expenditure).

NOW, THEREFORE in consideration of the premises and covenants hereinafter setforth, the Parties hereby agree as follows:

*(All terms and conditions of this agreement shall be decided mutually between the Lead Generator and other generators in accordance with the Electricity Act, 2003 and Regulations of the Commission as amended from time to time)*

#### **DEFINITION AND INTERPRETATION**

- A. Applicable law: means any Indian statute, law, regulation, ordinance, rule, judgment, order, clearance, approval, directive, guideline, policy, requirement, including Government Approvals, or determination by, or any interpretation or administration of any of the foregoing by any statutory or regulatory authority in India and in each case as amended from time to time.
- B. "Agreement" means this agreement and any Appendices or amendments thereto which are agreed in writing between the Parties and made a part hereof.

- C. "Appendix" means any attachment or annexure to the Agreement which is agreed in writing by all Parties and made a part hereof.
- D. "Confidential Information" shall have the meaning ascribed to it in Clause 7 of the Agreement.
- E. "Group of Projects" means the Group of Projects as defined in the first Recital hereto.
- F. "Insolvent" means, in relation to an entity.
- (a) being insolvent or under administration:
  - (b) having a controller appointed by a tribunal or a court of competent jurisdiction, acting within its jurisdiction;
  - (c) being in receivership and management, liquidation, in provisional liquidation, under administration, wound up, subject (except to any internal reconstruction or amalgamation) to any arrangement, assignment or composition; or
  - (d) being declared by a tribunal or any other competent court, acting within its jurisdiction, to have become otherwise unable to pay its debts when they fall due.
- G. "Party" means a party to the Agreement
- H. "Term" shall have the meaning contained in clause 1.2 of the Agreement.

**Interpretation**

- a. The term "Clause" read in the Agreement shall refer to clause of the Agreement, except where expressly stated otherwise.
  - b. Words importing the singular shall include the plural and vice versa.
  - c. References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
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- d. References to persons shall include bodies corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;
- e. Headings to clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- f. References to recitals, clauses, or annexes are, unless the context otherwise require, to recitals to, or clauses of or annexes to this Agreement;
- g. References to the words "include" or including" shall be construed as being suffixed by the words "without limitation";
- h. Any reference to time shall be taken to be a reference to Indian Standard Time;
- i. Terms defined in the Appendix hereto shall have the meanings ascribed thereto in the Appendix when used elsewhere in this Agreement;
- j. Appendix to this Agreement form an integral part of this Agreement and will be of full force and effect as if these were expressly set out in the body of this Agreement;
- k. Any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed at the particular time, as a reference to that agreement, deed, instrument, license, code or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;
- l. The terms used but not defined herein shall have the same meaning as assigned to  
to
- m. them under the Agreement;
- n. The terms "hereof, "herein", "hereby", "hereto" and derivative or similar words refer to this entire agreement or specified clauses of this Agreement, as the case may be;
- o. Provisions including the word agree', "agrees" or "agreement" require the

agreement to be recorded in writing;

- p. No rule of construction applies to the disadvantage of one Party on the basis that the Party put forward or drafted this Agreement or any provision in it;
- q. Time is of the essence in the performance of the Agreement of the Parties' respective obligations. If the time period specified under this Agreement is extended, such extended time shall also form part of the Agreement;

**1. Appointment and terms of Appointment**

1.1. The Parties hereto have mutually agreed that M/s .....(Name of the Generator) shall be the "lead generator" which shall act on behalf of them and it shall undertake all operational and commercial responsibilities for all the Parties seeking connection at a single connection point at the pooling sub-station under the ... (Name of the transmission Licensee) .....

**1.2. Duration:**

This Agreement shall be valid for a period of .....years from the date of execution of this Agreement. The Parties hereto may extend the Term of the Agreement upon mutually agreed terms and conditions.

**2. Scope**

2.1. The Parties hereby jointly agree to appoint M/s ..... (Name of Generator) the lead generator on their behalf and pursuant thereto authorize M/s. in its capacity as a lead generator to act and further undertake on their behalf all operational and commercial responsibilities in respect of seeking connection at a single connection point at the .....(Name of sub-station) .... sub-station of the .....(Name of Transmission Licensee), in the state of .....(Name of the State) (hereinafter referred to as the Grid) for injection of power generated from an installed capacity of (Capacity in MW) at any point of time into the Grid.

2.2. The Parties undertake to abide by the applicable law during the term of this agreement. Subject to the applicable law, in the event any Party desires to exit this Agreement, the other Parties shall continue to abide by the terms and

conditions of grant of Connectivity for the balance period of this agreement. In the event the lead generator desires to exit this Agreement, then the other Parties shall with permission of the CTU, nominate amongst themselves any Party to be the 'lead generator' to act on their behalf for all operational and commercial responsibilities and other responsibilities as detailed under this agreement.

- 2.3. In the event if more than one Party exits the present Agreement resulting thereto if the installed capacity falling below 50 MW, then, subject to the approval of the CTU and the applicable law, the remaining Parties/Party may invite one or more Parties to form part of this agreement in order to raise the aggregate capacity over 50 MW. Such new parties/Party shall be bound by the terms and conditions of grant of connectivity for the remainder of such term of the Agreement or such period, as may be directed by CTU.
- 2.4. The parties agree that the party (one or more) which exits the Agreement shall pay appropriate compensation for common infrastructure built in proportionate to its share.
- 2.5. It is hereby mutually agreed that the parties under this agreement shall be bound by the details further elaborated in respect of the Scope of Work as set out in Appendix 1.

### **3. Responsibilities of the Parties:**

- 3.1. The Parties shall abide by the Applicable Indian laws, regulations, statutory provisions or norms laid down by the Government, Local or Municipal Authorities, the Indian Electricity Grid Code and all other Regulations of the Commission, such as Grid security, scheduling and dispatch, collection and payment adjustment of transmission charges. Deviation charges, congestion and other charges related to the connectivity for use of inter-State transmission system and/or associated facilities, through the "lead generator", who shall be the single point contact and the responsible entity as per Central Electricity Regulatory Commission GNA Regulations, 2022.
- 3.2. The Parties hereto shall carry out any/all such activities which are ancillary and or supplementary in order to give effect to the Scope of Work as stated in

Clause 2.

**4. Joint management and Role of Lead Generator:**

- 4.1. A Management Committee, which comprises of the representatives of all Parties herein shall be created, in order to review and decide upon all matters of importance relating to the development of the „Group of Projects’, Grant of connectivity.
- 4.2. The constitution, terms of reference, powers and Procedures of the Management Committee shall be as set out in Appendix 2 (Joint Management).
- 4.3. Decisions of the Management Committee shall be unanimous, except wherever this Agreement expressly provides otherwise.
- 4.4. .... (Name of Lead Generator) shall act as the Lead Generator, subject to the authority of the Management Committee. The Meetings of the Management Committee shall be chaired by a representative of the "Lead Generator".
- 4.5. All Parties shall give the Lead Generator their utmost support in carrying out its functions as Lead Generator and, in particular, all documents and information reasonably required by the Lead Generator for the submission of the Grant of connectivity shall be made available to the Lead Generator in the form and at the time required for the purposes of the Grant of connectivity and the Group of Projects or as may be otherwise reasonably requested by the Lead Generator.

**5. Termination:**

- 5.1. Following shall constitute as an event of default of a Party (Events of Default) leading to termination of the agreement
  - (a) Either Party becomes bankrupt or insolvent or goes into liquidation has a receiver or administrator appointed against the defaulting party compounds withhis creditors or carries on business under a Receiver Trustee or Manager forthe benefit of his creditors or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events:



- (b) Either Party fails to fulfill its obligations under this Agreement, and does not rectify the same within ninety (90) days of the receipt of a written notice from the other Party/ies.
- (c) Any representations and warranties provided under this Agreement by either of the Parties are found to be false, misleading and incorrect.

## **5.2. Effect of Termination:**

- 5.2.1. Upon occurrence of an Event of Default, the non-defaulting Party/ies shall terminate the Agreement after serving advance notice of 90 days ("Default Notice") which shall specify in reasonable detail the occurrence of an event of Default.
- 5.2.2. After the issue of Default Notice, the defaulting Party/ies shall have the opportunity to cure the default mentioned in the Default Notice before the expiry of the period of the Default Notice (to the extent the default in question is capable of being cured). Upon cure of the default to the satisfaction of the non-defaulting Party/ies, the Default Notice shall be deemed to have been revoked by the non-defaulting Party/ies. During the pendency of the Default Notice, the Parties shall however continue to perform their obligations under this Agreement.
- 5.2.3. If the defaulting Party/ies fails to cure the default, pursuant to Clause 5.2.2 above, the Agreement shall stand terminated at the end of the period of 90 days (other than in case of payment default by the Company, in which case ninety (90) day period shall be read as thirty (30) days) commencing from the date of the Default Notice. Upon termination of this Agreement, each Party shall pay to the other such payments as are due and payable to such other Party/ies pursuant to the provisions of this Agreement.

## **5.3. Consequence of Termination:**

On termination of this Agreement in accordance with the terms and conditions herein provided, the rights and duties of the Parties / Party seeking termination shall cease to exist.

The Parties' under this Agreement shall be in addition to and not in derogation of any rights, powers, privileges or remedies provided by law. Each Party shall be entitled to exercise concurrently any of the remedies available whether under this Agreement or provided by Applicable Law.

**6. Insurance:**

- 6.1. Each Party shall effect and maintain at its own risk and expense those insurances required by the Group of Projects in respect of its Scope of Work unless the Group of Projects requires them and/or the Parties agree to effect common insurance(s). In such case the Lead Generator shall effect and maintain such common insurance(s) in the joint interest of the Parties. The cost of effecting and maintaining such common insurance(s) shall be shared by the Parties in proportion to their Capacity.
- 6.2. Each Party shall notify administer and bear any and all costs of claims against its own or any common insurers in connection with its Scope of Work, including but not limited to any excess or deductible or uninsured amounts under the relevant policies.

**7. Confidentiality:**

- 7.1. Subject to Clause 8.2 of the Agreement, each of the Parties shall keep the contents of the Agreement and all books, documents (whether electronic or in hard copy) and information made available to that Party/ies for the purposes of entering into this Agreement ("Confidential Information") or in the course of the performance of the Agreement confidential, and shall not disclose the same to any other person without the prior written consent of the other Party/ies.
- 7.2. Clause 8.1 shall not apply in the following circumstances
  - (a) any disclosure is required by applicable laws or in respect of information already in the public domain;
  - (b) any disclosure required by any applicable stock exchange listing rule: and
  - (c) disclosure to a lender of the Group of Projects, to the extent required for

the purposes of raising funds or maintaining compliance with credit arrangement.

In the event of a disclosure is required by applicable law, upon reasonable request by the non-disclosing Party/ies, the disclosing Party/ies shall use all reasonable efforts and co-operate with other Party's/ies' efforts to obtain confidential treatment of material so disclosed

- 7.3. The Parties shall exercise high degree of care and caution to preserve and protect the other Party's/ies' Confidential Information from disclosure in the manner that they protect their own Confidential Information.
- 7.4. Confidential Information disclosed shall be and remain the property of the disclosing Party/ies. The obligations of the Parties to protect Confidential Information shall survive the termination of this Agreement.

## **8. Publicity:**

- 8.1. The Parties shall be permitted to disclose all relevant aspects of this Agreement to their respective Nominees, investment bankers, lenders, accountants, legal counsel, bona fide prospective investors. Lenders, in each case only where such persons or entities are under appropriate non-disclosure Obligations imposed by professional ethics, law or otherwise, and to stock exchanges and other statutory & legal authorities. The disclosing Party shall take utmost care that by disclosing the information the other Party's/ies business interest are not adversely affected

### **8.2. It is agreed between the Parties that**

- (a) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto pursuant to the provisions or requirements of law, then the Party/ies required to make such disclosure shall provide a reasonable notice to the other Parties. The Parties shall thereafter and prior to disclosing any such information, mutually agree on the content of the information being disclosed.
- (b) in the event either of the Parties is required to make any disclosure regarding this Agreement or any aspects related thereto by way of release

of any statement or information to the media, whether electronic or print form, the disclosing Party/ies shall seek the prior written approval of the other Parties for such disclosure including on the content of such disclosure.

8.3. However, the Parties agree that such consents required to be obtained pursuant to this Clause 8 shall not be unreasonably delayed or withheld so as to cause breach of the time period for such disclosure.

**9. Notices:**

Any notice or other communication to be given by one Party to the others under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by hand or registered post to the address given and marked for the attention of the person as set out in the body of the Agreement and may be marked to the Parties as may be from time to time designated by notice to the other.

**10. Indemnity:**

Each of the Parties hereto shall indemnify and hold the others, its employees, officers, advisers and affiliates and any person controlling any of them and each of its or their officers, directors, employees and agents harmless from and against all third party actions, claims, damages, proceeding, investigations, liabilities or judgments and all losses, damage, costs, charges and expenses or whatever nature and in whatever jurisdiction, and which arise from the Agreement, other than for any claims or losses to the extent that are finally determined by a court of competent jurisdiction to have resulted primarily from gross negligence or willful default of the other Party/ies.

**11. Dispute resolution:**

The Parties hereto shall make all attempts to resolve all disputes and differences through mutual discussions/ negotiations whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein within a period of 1 month keeping in view the spirit of this Agreement.

In the event the dispute or differences between the parties are not settled mutually or fail to negotiate their differences, then the aggrieved Party shall by giving a notice to the other Parties to refer the dispute or difference to a Sole arbitrator to be appointed mutually by the Parties. The arbitration shall be conducted according to the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and the place of arbitration shall be ...(Name of the Place) .....

**12. Jurisdiction and Governing Laws:**

Subject to Clause 11, the Parties hereto irrevocably submit to the sole and exclusive jurisdiction of the.....(Name of the Courts) This Agreement is governed by the laws subsisting in India and any amendments thereto.

**13. Assignment:**

Neither of the Parties shall assign, outsource nor sub-contract this Agreement in whole or any part or on thereof to any of their affiliates, group companies or any third party without the written consent of the other Parties.

**14. Miscellaneous:**

14.1 The Agreement including any schedules and annexure attached hereto shall, constitute the entire understanding of the Parties relating to the subject matter hereof and shall supersede all past correspondence/letters exchanged/agreements executed between the Parties hereto.

14.2 Except as otherwise provided herein, this Agreement may not be varied/amended except by agreement in writing to be signed by all Parties.

14.3 The Parties agree that in performing their respective responsibilities pursuant to this Agreement, they are independent contractors and their personnel are not agents or employees of the other for any purpose whatsoever, and are not entitled to each other's employees' benefits. Each party is solely responsible for compensation of its personnel and for payment of workmen's compensation, disability and other similar benefits, unemployment and other similar insurance and for the withholding of other taxes and social security. Nothing herein may be

construed to create an agency, joint venture; partnership or other relationship between the parties other than independent contractors.

14.4 If any provision of this Agreement is declared inoperative, void or illegal by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be affected and shall continue to operate in full force unless this Agreement is thereby rendered impossible from perform.

14.5 If either of the Parties at any time fails to require strict compliance with any term or condition hereunder, such failure will not constitute a waiver of such term or condition or of any subsequent breach of that term or condition or a waiver of any other term or condition. For the avoidance of doubt, each Party's/ies' rights under this agreement may be used asset each considers appropriate, and apply in addition to any law. Each party loses its rights only if it specifically waives them in writing.

14.6 All the terms and conditions which by its very nature, survive termination/expiry of the Agreement, shall survive such termination/expiry.

14.7 This Agreement may be executed in two (2) parts each which shall be deemed original and all of which shall be deemed one and the same Agreement.

IN WITNESS WHEREOF THE Parties have caused this Agreement to be executed on ....(Day).... of . ...(Month) , 20.... by their duly authorised representatives as a legally binding contract in 2 (two) original copies on the day and year first written above, each Party receiving one original copy.

**For and on behalf of Lead Generator**

Signature : .....

Signature:.....

Name:.....

Name:.....

Designation .....

Designation.....

**For and on behalf of Company A**

Signature: .....

Signature:.....

Name: .....

Name: .....

Designation: .....

Designation: .....

**For and on behalf of Company Z**

Signature: .....

Signature: .....

Name: .....

Name: .....

Designation: .....

Designation: .....

## Appendix-1

### Scope of Works:

- A. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure of the group of generators and dedicated transmission network from Park to CTU sub-station.
- B. Each Party would monetarily support/share the Lead Generator in developing a common infrastructure which may be required at the CTUs sub-station like bay equipment etc.
- C. Each Party would monetarily support/share the Lead Generator in bearing the expenditure which may be incurred in day to day O&M of the common infrastructure for group of generators, dedicated transmission network and network/equipment in CTU sub-station.
- D. Each Party would monetarily support/share through the Lead Generator any charges which may be incurred as transmission charges/losses in money terms or kind as the matter may be from time to time.
- E. Each Party authorize the Lead Generator to approach the CTU for availing connectivity for the group of generators as a whole and shall share any expenses which may be incurred in such process.
- F. Each Party authorize the Lead Generator to represent them at any governmental/statuary and/or any other authority in respect of any matter whatsoever may be required in relation to development of above group of generators.



## JOINT MANAGEMENT

### 1. Management Committee

- 1.1. The Management Committee shall review and decide upon all important matters relating to the Grant of connectivity and the Group of Projects (other than matters falling solely within the Scope of Work of one Party and not affecting the interests of any other Party), in particular:
    - 1.1.1. establish the Grant of connectivity format, coordinate the preparation of the technical and commercial content of the Grant of connectivity by the Parties and collate the Grant of connectivity for submission to the CTU and negotiation in relations to the Group of Projects and any proposed Variation, supplement or amendment thereto;
    - 1.1.2. any proposed revision of the Grant of connectivity for Group of Projects price(s);
    - 1.1.3. any proposed modification, reduction or extension of the Group of Projects schedule and, at the request of a Party, any work schedule previously agreed between the Parties;
    - 1.1.4. any proposed reallocation of supplies, services or responsibilities among the Parties;
    - 1.1.5. any proposed revision of the Proportionate Shares of the Parties;
    - 1.1.6. any proposed addition of another party to or expulsion of an existing Party from this Agreement;
    - 1.1.7. any other important matter raised by any of the Parties.
  - 1.2. Each Party shall appoint a representative who shall be an officer or director of that Party and an alternate by notice in writing within (1) (one) week of the date of this Agreement. Each Party may revoke the appointment of and replace its representative and alternate by notice in writing to the Management Committee.
  - 1.3. Meetings of the Management Committee shall be convened by the Lead Generator at least (4) (four) times a year and, should circumstances so require, at any other time at the request of a Party, stating the circumstances, by giving
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(2) (two) weeks' notice in writing or such lesser period of notice as the circumstances may reasonably demand.

- 1.4. Each representative, or alternate in the absence of the representative, shall be deemed to have the authority to represent the Party appointing him or her in respect of all matters concerning the Management Committee.
  - 1.5. Meetings of the Management Committee shall normally be held at the Lead Generator's offices or otherwise as mutually agreed. In cases of particular urgency, decisions may also be reached by telephone, correspondence, telex, email or facsimile. All decisions arrived at by telephone or facsimile shall be promptly confirmed in writing to every representative on the Management Committee by the Lead Generator's representative.
  - 1.6. All decisions of the Management Committee must be unanimous save as except where it has been expressly stated in this Agreement.
  - 1.7. Should a meeting of the Management Committee fail to achieve unanimity on a proposal, a decision on that proposal shall be adjourn. In the event that the Parties are unable to arrive at an unanimous decision or on a modified proposal within 5 (five) working days of the original meeting and if a continued failure to resolve the issue would put the due performance of the Group of Projects materially at risk or in case of emergency, the Chairperson of the Management Committee shall be and hereby is empowered to take a decision to safeguard the common interest of the Parties and shall report such decision immediately to the other Parties. Such decision shall be duly implemented by the Parties without delay and without prejudice to the provisions of Clause 11 (Dispute - Resolution). If any Party fails to cause its representative or alternate to attend at a duly convened meeting of the Management Committee the meeting shall be adjourned for 2 (two) working days and the Parties shall immediately be notified by telex or facsimile of such adjournment. If the non-attending Party fails to cause its representative or alternate to attend the resumed meeting other than as a result of causes beyond the control of that Party, then unanimous decisions taken by those present at such meetings shall constitute a valid decision of the Management Committee.
  - 1.8. The representative (or alternate in the absence of the representative) appointed
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by the Lead Generator shall chair all meetings of the Management Committee.

- 1.9. The representative of the Lead Generator shall distribute minutes of each meeting of the Management Committee to each Party without delay. The minutes shall be deemed to have been accepted by the other Parties unless comments are made in writing within ten (10) working days of their distribution.
- 1.10. If any Party is in default under Clause 5 (Termination) then notwithstanding any other provision in this Agreement or its Appendices, such defaulting Party shall not be entitled to take part in any approval, action, step or proceedings with respect to the Agreement and the representative or alternate of such defaulting Party shall have no right to participate in the voting at any meetings of the Management Committee and any decisions or actions to be taken by the Management Committee in its absence shall be deemed a decision or action of the Parties.
- 1.11. The costs incurred by each Party in respect of its representative or alternate in the functioning of the Management Committee shall be borne by such Party and shall not be a cost chargeable to the other Parties.