

# ORGANIZATIONAL VALUES & COLLABORATION ENABLEMENT ADDENDUM

*(To be Attached to and Form Part of Any Primary Agreement)*

This Values & Conduct Addendum (“Addendum”) is entered into on \_\_\_ day of \_\_\_\_\_ 20\_\_\_, and shall form an integral and binding part of the Primary Agreement executed between:

**Party A:** \_\_\_\_\_

**Party B:** \_\_\_\_\_

(Collectively referred to as “Parties”)

The Parties agree that this Addendum establishes mandatory standards of professional conduct, operational discipline, communication protocol, and collaboration ethics governing their engagement.

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## CLAUSE 1 — PREDICTABLE AVAILABILITY

1.1 Each Party shall remain predictably available during mutually agreed collaboration days (“Co-Working Days”) and working hours (“Co-Working Hours”).

1.2 Availability shall include accessibility through agreed communication modes, including but not limited to:

- Direct physical presence where required,
- Online platforms,
- On-call availability,
- Work-from-home channels as agreed.



1.3 Each Party shall ensure readiness at least two (2) minutes prior to scheduled meetings, calls, or collaboration activities, with necessary:

- Physical preparedness,
- Mental preparedness,
- Emotional composure,
- Technical readiness,
- Situational arrangements.

1.4 Except in case of medical emergencies involving self or immediate co-living family members, any sudden leave, delay, or unplanned absence must be:

- Communicated via live verbal communication where reasonably possible,
- Not merely through one-way text/email without acknowledgement.

1.5 If the designated reporting or coordinating authority is unavailable, a voice message containing relevant details must be left to prevent operational disruption.

Failure to comply shall constitute breach of collaboration discipline.

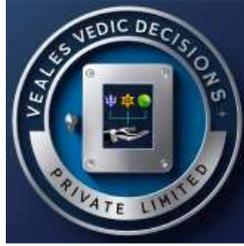
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## **CLAUSE 2 — HONESTY**

2.1 Each Party shall act with factual transparency and refrain from concealment of material information.

2.2 Upon identification of an error, the concerned Party shall:

- Acknowledge the mistake,
- Provide a corrective action plan,
- Specify prevention measures for recurrence.



2.3 In case of disagreement regarding feedback:

- Clarification shall be provided respectfully,
- Supported by data, documents, or objective facts.

2.4 Defensive justification without factual basis shall not constitute compliance.

Intentional misrepresentation or suppression of material facts shall constitute material breach.

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## **CLAUSE 3 — INTEGRITY**

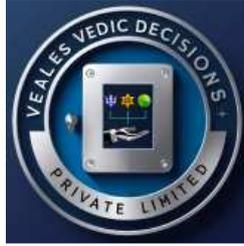
### **3.1 Realistic Commitment**

Commitments shall be made only after attentive understanding of:

- Scope of Work,
- Quality standards,
- Cost implications,
- Timelines (including milestones and deadlines).

Unrealistic overcommitment resulting in predictable failure shall constitute negligence.

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## 3.2 Proactive Status Communication

Each Party shall proactively provide updates on:

- Progress status,
- Dependencies,
- Blockers,
- Risk alerts,
- Completion confirmations.

Updates must be:

- Daily where required by nature of engagement,
- At each key milestone,
- Provided before escalation occurs.

Re-commitment or re-assignment must occur immediately upon identifying deviation — not after deadline breach.

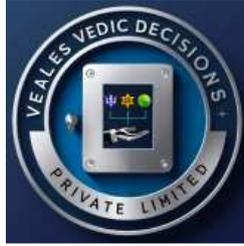
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## 3.3 Responsiveness

All official communications shall be responded to within reasonable business timeframes unless otherwise agreed.

Silence shall not be treated as implied compliance.

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## 3.4 Completion Standard

“Complete” shall mean:

- Fully delivered,
- Conforming to agreed scope,
- Without conditional disclaimers,
- Without hidden dependencies,
- Without pending “ifs” or “buts” unless explicitly documented.

Partial execution shall not qualify as completion.

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## CLAUSE 4 — PRODUCTIVITY

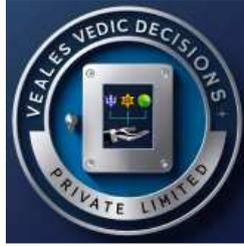
4.1 Each Party shall focus on outcome-based delivery, not mere activity demonstration.

4.2 Deliverables must align with:

- The purpose of the task,
- The broader objective of the engagement,
- Agreed ROI expectations.

4.3 Each Party shall exercise reasonable efforts toward efficiency in:

- Product/Service clarity (WHY & WHAT),
- Project specificity (WHAT, WHO, BY WHEN),



- Process clarity (HOW),
- Proficiency enhancement (Deeper HOW),
- Stakeholder alignment (With WHOM / For WHOM),
- Profitability or measurable value realization (HOW MUCH).

Consistent output misaligned with defined objectives may trigger review or termination.

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## **CLAUSE 5 — RESPONSIBILITY**

5.1 Each Party shall identify foreseeable risks and communicate them promptly.

5.2 Risk alerts must include:

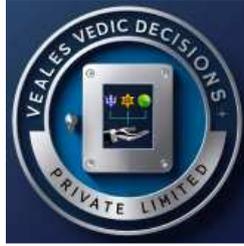
- Description of risk,
- Potential impact,
- Proposed mitigation plan,
- Required decision timeline.

5.3 Responsibility shall mean:

- Ownership of solutions,
- Not assumption of blame for unrelated issues.

Failure to escalate known risks shall constitute operational negligence.

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## CLAUSE 6 — SOLVABILITY

6.1 In disputes or disagreements, Parties shall:

- Verify facts prior to forming conclusions,
- Avoid judgments influenced by emotional conditioning, prejudgment bias, behavioral bias, or personal constraints,
- Separate personal limitations from project limitations.

6.2 Issues shall be raised at earliest mutually convenient time.

6.3 Communication shall be:

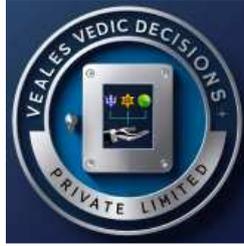
- Direct,
- Specific,
- Solution-oriented,
- Without emotional dumping,
- Without reputational harm tactics.

6.4 Proposed solutions shall aim at mutually beneficial resolution.

6.5 Once a final decision is agreed, Parties shall not revert to retrospective complaint narratives.

Failure to comply constitutes breach of professional conduct.

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## **CLAUSE 7 — SYNCHRONICITY**

7.1 Each Party shall align execution with:

- WHAT (Scope),
- HOW (Quality),
- BY WHEN (Timelines).

7.2 Situational constraints shall not be unilaterally imposed as justification without prior notification.

7.3 Adaptability to evolving conditions shall be exercised in good faith.

7.4 Repeated misalignment without corrective action may trigger contractual remedies.

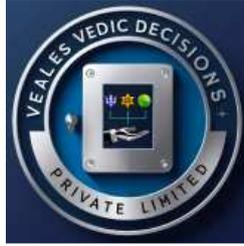
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## **CLAUSE 8 — INCLUSIVITY**

8.1 No Party shall abandon a stakeholder in need during active engagement without reasonable transition process.

8.2 Decision-making shall consider:

- Mission-level objectives,
- Team-level alignment,
- Individual interests only thereafter.



8.3 Each Party shall:

- Hold other stakeholders accountable respectfully,
- Avoid enabling underperformance,
- Avoid undermining morale.

8.4 Conduct shall prioritize long-term collective good with minimal short-term compromise.

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## **ENFORCEMENT MECHANISM**

9.1 Breach of any clause herein shall constitute breach of Good Faith and Professional Conduct under the Primary Agreement.

9.2 Remedies may include:

- Written notice,
- Cure period (10–20 business days),
- Suspension,
- Financial adjustment where applicable,

9.3 This Addendum shall be enforceable under the Indian Contract Act, 1872 (or applicable governing law specified in the Primary Agreement).

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## **DISPUTE RESOLUTION**

10.1. Governing Law and Jurisdiction: This Agreement is governed by the laws of Tamil Nadu, India. The Parties irrevocably submit to the jurisdiction of the Courts of Chennai, Tamil Nadu, India;

10.2. Mutual Discussion: In the event of any grievance, dispute or difference arising between the Parties, out of or in connection with this Agreement, including any question regarding its formation, existence, validity, interpretation, performance or termination, at the first instance, the aggrieved Party shall address the same in writing to the other Party. The Parties shall endeavor to resolve the grievance, dispute or difference by mutual discussion, adopting the 8 Collaborative Principles enlisted here;

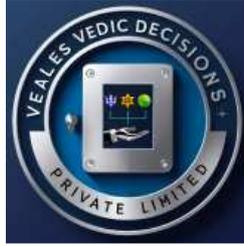
10.3. Mediation : In the event that an amicable means to resolve the grievance, dispute or difference fails, despite having pursued the same under Clause 10.2 for a period of at least thirty [30] days, the same shall be resolved by Mediation in accordance with the provisions of Section 442 of the Companies Act, 2013 as facilitated by any of the authorized ADR (Alternative Dispute Resolution) / ODR (Online Dispute Resolution) platforms (or) as facilitated by the Retired Justice from any of the High Courts of India, as decided by the Board.

10.4. Arbitration: In the event that an amicable means to resolve the grievance, dispute or difference fails, despite having pursued the same under Clause 10.3 for a period of at least thirty [30] days, the same shall be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 for the time being in force and as amended from time to time. The seat and place of arbitration shall be Chennai, Tamil Nadu, India and the Parties shall mutually appoint the Sole Arbitrator. The language of arbitration shall be English and the substantive law applicable to the arbitration shall be as set out in Clause 19.1 of this Agreement. The Sole Arbitrator shall endeavor to deliver the award as early as possible and the arbitration proceedings shall be completed, as far as possible, within sixty [60] days from the date of reference. The decision of the Sole Arbitrator shall be final and binding on the Parties.

## **SURVIVAL**

Ethical, conduct, accountability, and risk disclosure obligations shall survive termination to the extent applicable.

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# EXECUTION

Signed and Accepted:

Party A: \_\_\_\_\_

Signature: \_\_\_\_\_

Party B: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_