

## **AGREEMENT**

This                      agreement                      is                      entered                      into                      between

\_\_\_\_\_,  
the wholly owned overseas subsidiary / joint venture of the Parent Company in India, referred to as the **FIRST PART**

**And**

\_\_\_\_\_,  
the Parent Company in India/the Holding Company of the wholly owned overseas subsidiary, referred to as the **SECOND PART**.

Whereas the First Part is a local company incorporated in \_\_\_\_\_,  
(the Country), as per legal laws and is 100% owned by the Second Part/is a joint venture of the Second Part, having its registered office at \_\_\_\_\_  
\_\_\_\_\_.

Whereas the First Part is undertaking and executing the \_\_\_\_\_  
projects (name of the projects) in \_\_\_\_\_ (the country).

Whereas the Second Part is deputing manpower and/or goods/services to the First Part for the execution of these projects.

Whereas the routine execution of these projects is managed by First Part but overall management and control is monitored by Second Part.

Now it is hereby agreed by and between both the parties that:-

1. The First Part shall approach ECGC Ltd for insuring its projects in \_\_\_\_\_ (the Country) through the Second Part.
2. The insurance cover from ECGC Ltd shall be in the name of First Part.

3. The premium of ECGC Ltd insurance shall be paid to ECGC Ltd by the First Part through the Second Part.
4. The First Part undertakes to repatriate to the Second Part in India through an authorized dealer, within the time frame available to the Second Part as per the Reserve Bank of India norms after receiving payment from the Overseas Buyer, the value of goods exported/services rendered by the Second Part and the surplus amount after meeting the project execution expenses.
5. In case of default of realization of payment, the First Part shall file the claim with ECGC Ltd through the Second Part and the same shall be pursued by the Second Part on behalf of the First Part.
6. ECGC Ltd, on settlement of claim shall pay directly to the Second Part on behalf of the First Part in Indian rupees.
7. The Second Part shall ensure that the First Part will take all necessary steps, as intimated by ECGC Ltd, for processing the claims.
8. On recovery of claims from the client, the First Part shall forward the details of amount recovered to ECGC Ltd through the Second Part.
9. The Second Part shall ensure that all the amounts recovered from the client by the First Part shall be shared with ECGC Ltd in the same proportion as the relevant losses were shared.

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