

(on Rs.100/- stamp paper)

Date

The Executive Director,
The Gem & Jewellery Export Promotion Council,
Diamond Plaza, 5th Floor, 391 – A,
Dr. D.B. Marg,
Mumbai – 400 004

Sub.: Undertaking in favour of the Council

Dear Sir,

We, _____, a company /
proprietary firm / partnership firm, having its registered office at

_____ issue this Undertaking in favour of *the Gem & Jewellery Export Promotion Council ("the Council")*, a company registered under Section 25 of the Companies Act, 1956 and having its head office at 391 – A, Diamond Plaza, Dr. D.B. Road, Mumbai – 400 004.

Whereas:

- A. The Council represents and promotes activities of Indian gems and jewellery industry and the activities relating / incidental to the promotion of the said industry;
- B. The Council has launched a promotional program viz., India Diamond Jewellery Promotion Program (“**IDJP**”) with the objective of developing a sustainable model for driving growth for diamond jewellery within the country and increase penetration of the diamond jewellery within the country;
- C. The Council as a part of the promotional activity of IDJP has designed and provided without any exclusive consideration thereof the Materials, to mean and include the following, to us on the terms and conditions detailed herein below:
 - i.) Television Advertisements [*i.e., 30 (thirty) seconds TVC ANANT _____ Beta for release in cable channel*];
 - ii.) Print Advertisements;
 - iii.) Posters;
 - iv.) Hoardings;
 - v.) ANANT Logo Unit.

NOW WE HEREBY ACKNOWLEDGE, AGREE AND UNDERTAKE TO ABIDE BY THE BELOW AT ALL TIMES:

1. We shall at all times adhere to and follow on ‘**AS IS**’ basis the template of the Materials designed, approved and provided by the Council to us for the purpose of our self-advertisement in various mediums including the print medium, subject to the prior approval of the Council. We acknowledge that any and all such self – advertisements are entirely for our benefits. We shall not deviate thereof and shall always use the templates **ad-verbatim** as approved and provided by the Council.
2. We agree that the template of the Materials as provided by the Council shall be used only for the purpose of promotion and marketing under the India Diamond Jewellery Promotion (“**IDJP**”) project and its brand ‘ANANT’ only. We further acknowledge that the Materials will be used only within the territory of the Republic of India (“**Territory**”) and only during the term of our participation. For the avoidance of doubt, it is agreed by us that the Materials will be used by us only upto 31st March, 2010 and we shall cease to use the Materials with effect from 1st April, 2010, unless the participation is renewed by us.
3. We agree that the Materials provided to us by the Council for promotional purposes (POS materials) shall be removed by us from the display from all our retail outlets within 7 (seven) days from date of expiry of our participation under IDJP i.e., 31st March, 2010, unless our participation is renewed for the next financial year. For the avoidance of doubt, it is agreed by us that no new promotional measures will be undertaken by us using the Materials during these 7 (seven) days. Further, we agree that as a good practice all such Materials received by us from the Council shall be returned by us within 14 (fourteen) days from date of expiry of our participation, unless the participation under IDJP is renewed for the immediate succeeding financial year.

4. We further acknowledge and agree that the template of the print advertisement (for newspaper, magazines and / or like publications) or the creative / artwork thereof shall not be tampered with in any manner whatsoever except for usage of the space allocated and demarcated for 'Retailer's Panel' for the purpose of giving our relevant information. We further agree that such demarcated and allotted space shall be used only for giving details of our outlets and contact addresses and shall not be used in the manner which is likely to adversely affect IDJP and / or ANANT.
5. We further acknowledge that the Council reserves the right to restrict us from self-advertising, if no prior approval is obtained by us from the Council in this regard or if it is found by the Council that we have deviated from the template designed, approved and provided by the Council and all such restrictions shall be applicable to us.
6. The IPRs in the logo, trademark, trade dress, trade style pertaining to the IDJP, ANANT and the Council will vest solely and exclusively with the Council and we shall not claim any ownership or interest of any nature whatsoever in the artwork or creative, including the contents thereof to the extent belonging to the Council, at any time in the future. We shall not tamper with or use the trade mark and / or logo, the creative and / or art work in our name or in any other manner whatsoever (*except otherwise approved by the Council in writing*) which is detrimental to the interest of the IDJP project, ANANT or that of the Council;
7. The Council may at any time in the future, revise, modify or change the templates of the Materials, including the advertisements, as may be deemed necessary in its sole discretion, under an intimation to us if required.
8. In event we intend to alter or modify the templates of any Materials so as to suit our needs we hereby specifically undertake to have any and all such modification and / or alterations pre-approved from the Council in writing, by duly submitting the hard copies thereof at the Council's Head Office. We further agree and acknowledge that any and all such modifications shall be approved by the Council within 7 (seven) working days from date of receipt of such hard copies. However, where we are intending to use the creative of the Materials, including the photographs, portraits, caricature, silhouettes, video and / or audio or any other visual representations for the purpose of the promotion and marketing, inuring self benefit, in the manner which is outside the purview of the Materials provided by the Council, we shall have every such usage and / or the promotional material pre-approved by the Council before releasing the final production. Every such approval shall be given by the Council within 21 (twenty-one) working days from date of receipt of the concept, script, layout, content of such promotional material.
9. We further agree and undertake that where the Materials or the content thereof is used for the purpose of e-mailer promotion or for website usage, every such e-mailer shall be purged from our system and relevant declaration in this behalf shall be given by us to the Council. In this behalf, we shall ensure that no e-mailers are used for promotion beyond the Territory.
10. We further covenant to the Council that we will indemnify the Council from and against any and all costs, charges, expenses (including legal fees) and damages arising from breach of any of our above mentioned covenants.

11. Pursuant to the foregoing, the Council will be free to take appropriate action, including legal action, that it may consider necessary to refrain us from misusing the Council's logo, trademark, trade dress, trade style pertaining to the IDJP & ANANT or unauthorized / illegal deviation in the advertisement template laid down by the Council and / or protect the Council's IPRs in its content, logo and / or trademark. We agree to assist and extend all the co-operation as may be required by the Council, at all times, without any protest and / or demur.

We further agree to abide by our above covenants at all times.

For _____

Name:

Signature:

Stamp & Seal: