RESOURCE ORDER No. XXXXX

UNDER

MASTER APPLICATION DEVELOPMENT AND MAINTENANCE AGREEMENT

FOR

**[program\_name]**

This Resource Order No. XXXXXX (the “**Resource Order**”) is made effective as of {IF [!deleted\_square\_bracket] IS ##yes## THEN ##[!deleted\_square\_bracket|MMMM d, yyyy]## ELSE ##\_\_\_\_\_\_\_##} (the “**Order Effective Date**”), between **[!deleted\_square\_bracket]**, an Indian company (“**Authorized Buyer**”) and **[!deleted\_square\_bracket]** a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_incorporated in \_\_\_\_\_\_\_\_\_\_\_\_\_ (“**\_\_\_\_\_\_\_\_\_**”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Service Provider**”). Each of NIKE and Service Provider is referred to individually as a “**Party**,” and together they are referred to as the “**Parties**.”

This Resource Order is incorporated into, forms a part of, and is subject to the terms of, the Local Country Agreement (India) between [!deleted\_square\_bracket] (**“NIKE”**); and Service Provider (the “**Local Agreement**”**)** as entered into under the Master Application Development and Maintenance Agreement between NIKE, Inc. and Service Provider dated December 11, 2012 (the “**Master** **Agreement**”). All capitalized terms that are not defined in this Work Order will have the meanings assigned to those terms in the Master Agreement.

Authorized Buyer desires to engage Service Provider to provide engineering, development and other resources deliverables in support of a project (as further described on **Exhibit A**, “**Description of Programs, Domain and Resource Services”** the “**Project**”) in the portfolio of Authorized Buyer’s \_\_\_\_\_\_ domain (the “**Domain**”) that is part of [program\_name] (as further described on **Exhibit A**, the “**Program**”) (collectively, “**Resource Services**”). Service Provider desires to provide such Resource Services.

The Parties therefore agree as follows:

# RESOURCES.

## Resource Commitment.

Service Provider will provide Resources under this Resource Order in accordance with the requirements of **Exhibit A** to this Resource Order “Resource Requirements”.

## Personnel Assignment.

Service Provider will select the personnel it desires to use to perform the Resource Services. Service Provider solely is the party responsible for determining a Resource’s qualifications and ensuring that all Resources are appropriately experienced, capable, qualified, skilled, and trained. Authorized Buyer may ask Service Provider to replace Resources who are not, in Authorized Buyer’s reasonable determination, qualified for their positions.

## Personnel Reassignment.

In order to avoid disruption of the Resource Services, Service Provider will use reasonable commercial efforts not to reassign during the Order Term any personnel assigned to perform any Resource Services. If any Resource stops providing Resource Services under this Resource Order for any reason, Service Provider will promptly provide an equivalent replacement. Time spent transitioning work to a replacement Resource, including time spent by that Resource learning about the Project, will not be charged to Authorized Buyer.

# TERM AND TERMINATION.

## Order Term.

The term of this Resource Order begins on the Order Effective Date and ends on {IF [!deleted\_square\_bracket] IS ##yes## THEN ##[!deleted\_square\_bracket|MMMM d, yyyy]## ELSE ##\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_##}, unless earlier terminated by either Party as provided in Sections 2.2 and 2.3 below or in accordance with the applicable provisions of the Master Agreement. The period from the Order Effective Date through the effective date of expiration or termination of this Resource Order constitutes the “**Order Term”**.

## Termination for Cause.

Authorized Buyer may terminate this Resource Order for cause if Service Provider breaches any material provision of this Resource Order or the Master Agreement as it applies to this Resource Order, and fails to cure such breach within thirty (30) days after written notice thereof by Authorized Buyer to Service Provider.

## Termination for Convenience.

Authorized Buyer may terminate this Resource Order for convenience at any time upon prior written notice to Service Provider. In the event of any such termination, Authorized Buyer will pay Service Provider for any Resource Services performed by Service Provider through the effective date of termination, and for any transition services performed by Service Provider for Authorized Buyer at the direction of Authorized Buyer.

# Price.

## Charges.

The charges for the Resource Services provided under this Resource Order (the “**Charges**”) will be calculated in accordance with **Exhibit B** to this Resource Order, “**Charges**”. Unless and until this Resource Order is amended in a writing that specifically references this Section 3.1, Charges under this Resource Order shall not exceed any“**Not-to-Exceed Caps”** established under **Exhibit B** to this Resource Order.

## Invoicing and Payment.

The Charges shall be invoiced in accordance with **Exhibit B** to this Resource Order and the terms of the Master Agreement. In the event of any conflict or inconsistency between **Exhibit B** and the terms of the Master Agreement or the Local Agreement, **Exhibit B** shall govern.

## Expenses.

Unless otherwise specifically provided on **Exhibit B**, the Charges for the Resource Services shall cover all expenses incurred by Service Provider in providing the Resource Services, and Service Provider shall not invoice Authorized Buyer separately for such expenses.

## Taxes.

### **Taxes imposed on Authorized Buyer.** In addition to the Charges, Service Provider will invoice Authorized Buyer for, collect from Authorized Buyer, and timely remit to the appropriate governmental authorities, all central, national, state, local and foreign taxes (including sales and use taxes, ad valorem taxes and value added taxes), tariffs, duties and similar charges, however designated (collectively, **“Taxes”**), that Service Provider is legally required to collect from Authorized Buyer relative to Authorized Buyer’s purchase of the Resource Services from Service Provider. Service Provider is solely responsible for any miscalculation of Taxes, for any failure to invoice Authorized Buyer for Taxes, and for any failure to remit Taxes to the appropriate governmental authority when due, and any resulting interest or penalties as a result thereof.

### **Taxes Imposed on Service Provider.** Service Provider is solely responsible for all: (a) Taxes imposed upon Service Provider’s income, gross receipts or assets; (b) Taxes in respect of Service Provider’s employees or payroll; and (c) Taxes assessed on the provision of Resource Services resulting from Service Provider’s relocating or rerouting the delivery of Resource Services to, from or through a location other than the service delivery locations recommended by Service Provider to Authorized Buyer at the beginning of the Order Term in accordance with Section 1.3 of this Resource Order.

### **Withholding of Taxes.** As and to the extent required by applicable law, Authorized Buyer may withhold from the payment of Charges any Taxes on Service Provider’s income payable to the country from which Service Provider performs, provides or invoices the Resource Services, except to the extent Service Provider submits to Authorized Buyer a certificate from the appropriate governmental authority expressly exempting Authorized Buyer from such tax withholding obligation. Authorized Buyer will remit any withheld Taxes to the appropriate governmental authority and will provide Service Provider with such evidence of payment as may be required for Service Provider to claim the payment as a deduction or credit against Service Provider’s Taxes.

### **Payroll Taxes and Employment Benefits.** Authorized Buyer will not provide workers’ compensation coverage for Service Provider or any of Service Provider’s personnel, and will not withhold or pay for any employment benefits under central, national, state or local laws, including income taxes (domestic or foreign), social security contributions, Medicare, holiday, vacation or sick pay, health and welfare benefits, profit sharing, any employee stock option or stock purchase plans, unemployment or disability insurance, workers’ compensation insurance, or other similar social taxes or assessments on account of Authorized Buyer’s payments made pursuant to this Resource Order. Service Provider will be solely responsible to pay all applicable taxes and tax withholdings with respect to Service Provider’s revenues or income, or associated with any payments, benefits or other actual or imputed compensation made to any of Service Provider’s personnel arising out of the Resource Services under this Resource Order and Authorized Buyer shall not be liable for any such obligations for any reason.

### **GST Compliance.** Service Provider shall comply in all respects with the Goods and Services Tax (“**GST**”) laws of India, including without limitation, securing GST registration, issuance of invoices in accordance with invoicing protocols approved by Authorized Buyer, making timely payment of GST and submitting GST returns in accordance with GST Requirements. Service Provider shall provide a copy of its current GST registration to Authorized Buyer upon request from Authorized Buyer from time to time.

## Apportionment of Charges, Expenses and Taxes.

If any of Service Provider’s personnel provide services to Authorized Buyer or its Affiliates under contracts other than this Resource Order, any compensation payable to Service Provider or its personnel in respect of such other services shall not be included in the Charges under this Resource Order.

## Volume Discounts.

The Charges payable by Authorized Buyer under this Resource Order will be included in any calculation of any volume discount or similar benefit provided to Authorized Buyer by Service Provider under the terms of the Master Agreement.

# amendments.

Authorized Buyer and Service Provider may amend this Resource Order only by a written instrument that expressly refers to the provisions of this Resource Order and this Article 4, provides the full text of the amendment, and is signed by an authorized representative of each Party.

# Additional Terms.

## Integration.

This Resource Order, together with the Master Agreement and the Local Agreement, constitutes the entire agreement between the Parties concerning the subject matter of this Resource Order, and supersedes all prior and contemporaneous oral and written agreements, commitments and understandings concerning such subject matter.

## Counterparts and Delivery.

This Resource Order may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Resource Order. When properly signed, this Resource Order may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

## Supersession of Prior Agreements.

This Resource Order replaces and supersedes the prior contracts and ordering documents identified on **Exhibit C**, “**Prior Agreements**”, if any (the “**Prior Agreements**”). From and after the Order Effective Date, any performance and payment obligations that would have arisen under the Prior Agreements after the Order Effective Date shall be deemed to arise under this Resource Order, and the payment terms and other provisions of this Resource Order shall apply to all such obligations. The payment obligations and other liabilities of the Parties that arose under the Prior Agreements prior to the Order Effective Date shall survive and shall be paid, performed or discharged by the Parties in accordance with the Prior Agreements and applicable law.

## No Exclusivity.

Authorized Buyer’s appointment of Service Provider to perform the Resource Services is not exclusive, and Authorized Buyer has the right in its sole discretion to source any part of the Resource Services from any other provider.

## Rules of Interpretation.

The Resource Services are “Designated Services” within the meaning of the Master Agreement and are delivered by Service Provider under the terms of this Resource Order, the Local Agreement and the Master Agreement. This Resource Order is a “Work Order” entered into by the Parties under the terms of the Master Agreement and the Local Agreement, is governed in all respects by the Master Agreement and the Local Agreement and will be deemed to be a part of, and construed in accordance with, the Master Agreement and the Local Agreement.

## Indemnification.

Service Provider acknowledges and agrees that the indemnifiable claims included within the scope of its indemnification obligations under the Master Agreement shall include any claim that any employee, principal, contractor or subcontractor of Service Provider is an employee of Authorized Buyer, NIKE or any Affiliate of Authorized Buyer or NIKE.

## Compliance with the laws of India.

Service Provider acknowledges and agrees that its compliance commitments under the Master Agreement include the obligation to comply in all respects with all labor and other laws of India that are relevant to its performance of the Resource Services, including without limitation, its obligations (a) to pay salaries and remuneration to its personnel and to remit all statutory contributions required under such laws for its personnel; (b) to comply with the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (**the “EPF Act**”), the Employees State Insurance Act, 1948 (**the** “**ESI Act**”), the Employees' Compensation Act, 1923, the Payment of Gratuity Act, 1972, the Payment of Bonus Act, 1965, the Contract Labour (Regulation and Abolition) Act, 1970 (“**CLRA**”), the Maternity Benefit Act, 1961, the Equal Remuneration Act, 1976, the state labor welfare fund and professional tax laws and the applicable shops and commercial establishment law; (b) to cover its employees and other eligible personnel under all applicable social security laws, including without limitation, the EPF Act and the ESI Act; (c) to file, submit and maintain all data, statutory registers, returns, records, receipts, contribution challans, payslips, certificates and other documentation required to be so filed, submitted and maintained under applicable labor laws applicable to the employment of Service Provider's personnel; and (d) to respond appropriately to any decision of Authorized Buyer resolving any complaint associated with the conduct of any personnel of Service Provider. Without limiting the generality of the foregoing, Service Provider shall (a) submit to Authorized Buyer upon request from time to time appropriate confirmation that it is registered with the relevant authorities under the EPF Act, ESI Act, CLRA and other applicable labor laws and is otherwise in compliance with its obligations under this Resource Order and specifically this Section 5.7 (including, without limitation its obligations under Section 5.7(a)); (b) provide to Authorized Buyer copies of its monthly remittance challans to Authorized Buyer on a schedule to be agreed upon with Authorized Buyer; and (c) will immediately remediate any failure to timely comply with its obligation under this Section 5.7.

## Governing Law and Dispute Resolution.

This Resource Order shall be interpreted under and governed by the laws of India without reference to its conflicts of law principles. Any disputes under this Resource Order shall be resolved in accordance with the dispute resolution provisions of the Master Agreement.

Authorized Buyer and Service Provider have executed and delivered this Resource Order as of the Order Effective Date.

*Signatures on Next Page*

|  |  |
| --- | --- |
| [nke\_entname\_lu] | [IS\_entname\_lu] |
| By:  Signature | By:  Signature |
| Name:  (Print or Type) | Name:  (Print or Type) |
| Title:  (Print or Type) | Title:  (Print or Type) |
| Date: | Date: |

**EXHIBIT A**

**RESOURCE REQUIREMENTS**

1. **NIKE Domain.**

NIKE’s [N\_domain\_name\_lu] domain whose purpose and goals are:

[N\_domain\_desc\_lu]

1. **Program**.

NIKE’s [program\_name] will deliver [program\_desc].

1. **Resource Locations, Count and Service Hours. Annex A** to this **Exhibit A** sets forth by role the number of Resources to be provided by Service Provider under this Resource Order at each of the locations designated on **Annex A** to provide the service coverage designated on **Annex A**.
2. **Resource Qualifications. Annex B** to this **Exhibit A** sets forth the qualifications and responsibilities of each role for each Resource to be provided by Service Provider under this Resource Order.
3. **Service Provider Resource Responsibility.** Service Provider will provide under this Resource Order appropriately qualified Resources for each designated role for each designated location and for the designated coverage hours described on **Annexes A and B** to this **Exhibit A**.

|  |  |  |  |
| --- | --- | --- | --- |
| **ANNEX A**  **RESOURCE LOCATIONS, COUNT, AND SERVICE HOURS** | | | |
| **Role** | **Locations** | **Count** | **Service Hours** |
| Product Owner | Onshore |  |  |
| Offshore |  |  |
| ScrumMaster | Onshore |  |  |
| Offshore |  |  |
| Technical Lead | Onshore |  |  |
| Offshore |  |  |
| Business System Analyst | Onshore |  |  |
| Offshore |  |  |
| Senior Data Engineer | Onshore |  |  |
| Offshore |  |  |
| Data Engineer | Onshore |  |  |
| Offshore |  |  |
| System Architect | Onshore |  |  |
| Offshore |  |  |
| Product Owner | Onshore |  |  |
| Offshore |  |  |

| **ANNEX B   RESOURCE ROLES, RESPONSIBILITIES AND QUALIFICATIONS** | | |
| --- | --- | --- |
| **Roles** | **Key Responsibilities** | **Qualifications** |
| Product Owner | * Acting as the voice of the customer and product management vision for the team * Owning, maintaining and prioritizing the Team Backlog – break Features into stories, ensure capacity for enablers and defects * Owning the delivery plan and progress to the plan to the Product Manager * Accountability for the readiness of the work, the acceptance of the work and that the work itself is delivered within the guidelines and milestones of the Product Roadmap * As a member of the agile team - engaging in all Agile ceremonies, PI Planning and System Demos |  |
| ScrumMaster | * Operating as a servant leader in service to the team’s needs, and do everything possible so that the team performs at its highest levels * Facilitating Agile ceremonies * Authority and responsibility over the team’s process and create the necessary balance between product and engineering * Coaching Agile Team to self-organize * Helping Team remove roadblocks and protect the team from outside interference and internal complacency\ * Ensuring team uses metrics and other artifacts to identify potential items for continuous improvement |  |
| Technical Lead | * Participating in planning and high-level design of solutions and explore alternatives * Service as Senior Agile technical expert * Participating in release planning discussions, help prepare Release Calendar * Designing, developing and ensuring implementation of features and user stories – Functional and Non Functional * Attending stand-ups in support of daily activities, as needed * Demonstrating the current, whole-system solution to stakeholders in the system demos * Providing Optimal coding practices |  |
| Business System Analyst | * Responsibility for complete analysis in support of Epic to story decomposition * Defining acceptance criteria for stories * Responsibility for refining business requirements and features into technical requirements * Acting as an interface between business and testers in support of the product development and production support. * Acting when appropriate as an agile team member responsible for engineering work, system configuration work and testing as the case may be. * Providing clarifications & prototyping |  |
| Senior Data Engineer | * Participating in planning and high-level design of solutions and explore alternatives * Building Development infrastructure * Participating in release planning discussions, help prepare Release Calendar * Participating in the development of features and user stories – Functional and Non Functional |  |
| Data Engineer | * Participation in the development of functional and non-functional features and user stories – * Attending stand-ups in support of daily activities, as needed * Demonstrating the current, whole-system solution to stakeholders in the system demos * Determining and helping to maintain decisions and policies for appropriate branching models * Running solution-level integration scripts and integrating manually where automation is not possible or has not yet been applied |  |
| System Architect | * Owning overall system architecture decisions for product team * Helping to define high-level functional and Nonfunctional Requirements (NFRs) * Developing system architecture roadmap * Participating in planning and high-level design of solutions/features and explore alternatives * Teaming with business partners to establish solution intent * Teaming with internal and external partners to define technology infrastructure and definition of interfaces * Participating in Planning and System Demos |  |

EXHIBIT B

CHARGES AND INVOICING

1. **Charges for Resource Services.** Authorized Buyer shall pay Service Provider a monthly payment for the Resource Services based on actual service hours provided by Service Provider’s Resources under this Resource Order during each such month in the Order Term calculated in accordance with the rate card established under the Master Agreement with any adjustments contemplated by **Appendix I** “**Adjustments to Master Agreement Rate Card**” to this **Exhibit B**.
2. **Payment Terms.** The Charges provided for in this **Exhibit B** shall be invoiced in arrears within forty five (45) days following the last day of the month for which such invoice is issued, and NIKE shall pay such Charges under undisputed invoices within sixty (60) days from the date of receipt of invoice.
3. **Expenses.**  Unless approved by Authorized Buyer in writing in advance, Authorized Buyer will not reimburse Service Provider for any expenses related to the Resource Services.
4. Invoicing Protocols. All invoices under this Resource Order (a) shall be issued in compliance with the provisions of GST law, and all invoices shall reference the GST Identification Number (GSTIN) of the Service Provider, (b) shall conform to instructions on format and presentation provided by Authorized Buyer from time to time to Service Provider, (c) shall include Authorized Buyer's full name and address and (d) shall be addressed to Authorized Buyer at the invoicing address provided by Authorized Buyer from time to time to Service Provider.
5. **Invoice Notices.** The following are the Bill to and Ship to address to be used for Invoicing:

|  |  |
| --- | --- |
| **Bill To Party** | **Ship To Party** |
| NIKE, Inc  One Bowerman Drive  Beaverton, OR, 97005-6453, USA | NIKE, Inc.  One Bowerman Drive  Beaverton, OR 97005-6453, USA |

APPENDIX I

ADJUSTMENTS TO MASTER AGREEMENT RATE CARD

|  |  |
| --- | --- |
| **Role** | **Hourly Rate Adjustments** |
| Product Owner |  |
| ScrumMaster |  |
| Technical Lead |  |
| Business System Analyst |  |
| Senior Data Engineer |  |
| Data Engineer |  |
| System Architect |  |
| Product Owner |  |

EXHIBIT C

PRIOR AGREEMENTS

[List existing orders and agreements to be superseded as described in Section 5.3]

or

None