



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Account Reference	:	IMPACC (IV)/ dl982203/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL98220373672087483656X
Purchased by	:	AROH FOUNDATION
Description of Document	:	Article Others
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	AROH FOUNDATION
Second Party	:	Not Applicable
Stamp Duty Paid By	:	AROH FOUNDATION
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)



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AGREEMENT

This AGREEMENT is made on 8th day of the month of January 2025 between The National Small Industries Corporation Limited registered under Company's Act 1956 and having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020, (hereinafter referred to as FIRST PARTY) which expression shall, unless excluded by or



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Statutory Alert:

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repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of FIRST PARTY.

AND

AROH Foundation NGO registered under Societies Registration Act of 1860 having its registered office at 338, Than Singh Nagar Anand Parbat, New Delhi-110005, (hereinafter referred to as SECOND PARTY) which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, permitted assigns and nominees.

The FIRST PARTY and the SECOND PARTY shall be hereinafter referred collectively as "Parties" and individually as "Party".

Whereas the FIRST PARTY, under its Corporate Social Responsibility (hereinafter referred to as CSR) initiatives, has assigned execution of the Scope of Work and project Implementation Plan (hereinafter referred to as PROJECT) as detailed at Schedule - I to the SECOND PARTY. The SECOND PARTY has represented that it has the necessary infrastructure, expertise and experience required for carrying out, conducting, implementing and providing facilities for the PROJECT.

This Agreement shall remain in force from 8th January 2025 to 31st March 2025 unless terminated earlier in accordance with the provisions of this Agreement or extended through a mutually agreed amendment to the Agreement in writing.

In view of the consideration above, the Parties hereto agree as follows:

1. Objectives:

The primary objective of the FIRST PARTY under this agreement would be to fulfill its CSR initiatives in terms of Companies Act, 2013 as amended from time to time and guidelines on Corporate Social Responsibility for Central Public Enterprises issued by Government of India, Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, New Delhi vide no. 15(13)/2013 – DPE (GM) dated 21st October, 2014 or as amended from time to time.

2. Construction of The Agreement

2.1 The Agreement shall be governed by and construed in accordance with the laws of India.



3. Implementation, Instructions and Approvals

- 3.1 The PROJECT shall be implemented by the SECOND PARTY in accordance with the activities to be executed under the PROJECT within the geographical area for the Projected Beneficiaries specified at Schedule - I with due diligence, efficiency and due regard to the use of funds (Schedule – I shall be prepared separately for each programme which shall be part of this Agreement and the same may contain detailed PROJECT Implementation Plan and Scope of Work of each PROJECT).
- 3.2 No variation in the PROJECT shall be allowed to the SECOND PARTY, unless otherwise agreed to and communicated in writing by the FIRST PARTY. The said communication shall form part of the present Agreement.

4. Funding for the PROJECT

- 4.1 Subject to the terms and conditions in this Agreement, the FIRST PARTY shall provide funds to the maximum extent of **Rs. 19,93,950/- (Rupees Nineteen Lakh Ninety-Three Thousand Nine Hundred and Fifty Rupees Only)** to the SECOND PARTY for execution of the PROJECT, in terms of Schedule – II.
- 4.2 Phasing and manner of release of funds by the FIRST PARTY to the SECOND PARTY would be governed by the conditions laid down at Schedule – II.
- 4.3 The FIRST PARTY shall not provide funds in respect of work done outside the scope of work unless agreed to by the FIRST PARTY in writing and the FIRST PARTY shall not take any responsibility whatsoever for such work.
- 4.4 In the event of excess disbursement to the SECOND PARTY, the FIRST PARTY shall demand and recover from the SECOND PARTY such excess disbursements and the SECOND PARTY would be liable to refund the excess disbursements within a period of 30 days of ascertainment of such excess disbursement and shall not withhold the same for any reason whatsoever.
- 4.5 Any unspent or unutilized fund shall be refunded to the FIRST PARTY by the SECOND PARTY within 30 days of the completion of the PROJECT or termination of the Agreement as the case may be.
- 4.6 Applicable tax would be deducted at source as per applicable Income Tax Act. All other statutory deductions shall also be deducted and paid as per the Central and/or State Govt. laws.



4.7 SECOND PARTY will abide by all conditions of funding once the proposal is approved in terms of proposal submitted, letter of sanction and related correspondence referred.

4.8 SECOND PARTY will use the funds in the manner specified and will not divert the fund and entrust execution of the scheme of the work concerned to other institution/ organisations/ NGOs (other than approved ones).

5. General Provisions

5.1 Nothing contained in this Agreement shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between the FIRST PARTY and employees of the SECOND PARTY.

5.2 The SECOND PARTY shall be solely responsible for all acts, omissions & Commissions of its staff, any person, association, institution engaged by the SECOND PARTY whether or not in the course of implementing the PROJECT for the health, safety and security of such persons or entities and their property.

6. Amendment

6.1 The Agreement shall be amended by written mutual consent of the Parties to the Agreement. The amendments shall be documented and allotted a distinctive number <Amendment No>; <Date>.

7. Termination & Notice

7.1 Either Party may terminate this Agreement after giving the notice, of 30 days, in writing to the Other Party without assigning any reason.

7.2 In the event of unsatisfactory performance in execution of the PROJECT by the SECOND PARTY the FIRST PARTY may give a Show Cause Notice giving 30 days to improve / rectify the performance. In case of continuance of the unsatisfactory performance or unsatisfactory reply to the Show Cause Notice the Agreement shall stand terminated on the date as mentioned in the said notice.

7.3 The FIRST PARTY shall reimburse funds to the SECOND PARTY to meet commitments related to the PROJECT up to date of termination (the relevant date).

7.4 A list of short comings, deficiencies, irregularities which shall be construed as unsatisfactory performance is given as Schedule- III.



7.5 Any notice, approval, instruction, consent, request or other communication required or permitted or made under this Agreement will be in writing and in the English language and will be served or delivered by registered mail to the office address or sent to the e-mail shown below or to such other address or e-mail as either Party may have notified to the sender and will unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or e-mail address which is duly acknowledged:

<u>THE NATIONAL SMALL INDUSTRIES CORPORATION (FIRST PARTY)</u>	<u>AROH Foundation (SECOND PARTY)</u>
Name of the authorised person: CSR Head	Name of the authorised person: Chief Operating Officer
National Small Industries Corporation, NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110 020, Mobile/Tel.: 011-26926275 E-mail ID: csr@nsic.co.in & boranchi@nsic.co.in	F-52, Sector-8, Noida-201301 Mobile/Tel.: 8010071846 E-mail: shilpjain@aroh.in

8. Contractual Obligations

8.1 The SECOND PARTY shall not be entitled to payment of any amount by way of compensation for termination of the Agreement for the causes stated at Schedule -

8.2 The SECOND PARTY shall submit complete accounts for the funds released by the FIRST PARTY for the execution of the PROJECT enumerating all receipts, payments and commitments incurred for the purposes of execution of the Agreement. The FIRST PARTY or its representative may carry out an audit of the PROJECT along with the expenditure of accounts.

8.3 No switch over/ change of funds from one scheme of the PROJECT to another shall be permitted.



9. Force Majeure

9.1 If the performance of the Agreement by either Party is delayed, hindered or prevented or its otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood, earthquake, tempest, lightening, pandemics, epidemics or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by the SECOND PARTY, any event beyond the control of the Parties to the Agreement, then the Party so affected shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement. From the date of the notification regarding Force Majeure the Agreement may be closed with the mutual consent of the Parties on as is where is basis or suspend the performance of the Agreement for a period not exceeding 6 months.

9.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, the FIRST PARTY and the SECOND PARTY shall treat the Agreement as terminated from the date of notice.

10. Settlement of Disputes

"All disputes and differences of any kind whatsoever arising out of or in connection shall be settled amicably by direct informal negotiation between both the Parties. However, in case of non-settlement of such dispute, the matter shall be referred to higher authorities. Failing this such dispute and difference shall be taken up by either Party for resolution through AMRCD as mentioned in DPE OM No. No. 05/0003/2019-FTS-10937 dated 14.12.2022.

Explanation: The resolution shall at the time of Dispute, mean to include any further notification by Government of India in this regard superseding/replacing the earlier one.

OR

In the event of any dispute or difference relating to/or arising from or connected with this Agreement, the Parties shall endeavor to amicably resolve the differences by a meeting of the respective Parties. However, in the event of failure to resolve the dispute amicably, any Party to the Dispute shall be entitled to seek arbitration which shall be conducted and managed by the arbitration of a Sole Arbitrator appointed by NSIC under Arbitration and Conciliation Act 1996 as in force and as amended from time to time. The Venue of Arbitration shall be at Delhi or at any other place where the Zonal/Branch Office of the Company is situated. The cost of Arbitration



shall be equally shared between the Parties. Language of Arbitration proceedings shall be English.

10.1 All disputes arising between the parties shall be subjected to the jurisdiction of the Courts at Delhi or at any other place where the Zonal/Branch Office of the Company is situated.

11. Evaluation and Monitoring

11.1 Evaluation of objectives of the PROJECT shall be done by the FIRST PARTY periodically or by outside Agency appointed by the FIRST PARTY. The FIRST PARTY at its discretion undertakes or causes to be undertaken, evaluation of the impact and cost effectiveness of the PROJECT. Such evaluation shall be carried out till the submission of the evaluation report. The SECOND PARTY shall when required give the FIRST PARTY or its representative reasonable cooperation and access to its records in connection with the Agreement till the submission of final evaluation report.

11.2 The progress of the PROJECT and its implementation will be inspected by the representatives of the FIRST PARTY in the form of visits/surprise visit or otherwise.

12. Conflict of Interest

12.1 Neither the SECOND PARTY nor its personnel or agent shall engage in any personnel business or professional activities, either during the course of or after the termination of this Agreement for the period of 6 months which conflict with or could potentially conflict with the object of the PROJECT.

12.2 Subject to clause 12.1 above, the SECOND PARTY shall notify the FIRST PARTY immediately of any such conflict and suggest/ take immediate remedial measures under information to the FIRST PARTY to ensure that the PROJECT is completed as per the terms and conditions agreed upon.

13. Confidentiality, Disclosure Of Information, And Official Secrets Act

The SECOND PARTY shall not during or after the termination of the Agreement disclosure to any third party any information arising from the Agreement (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of the FIRST PARTY.



Both Parties acknowledge the confidentiality of any information whether or not expressly labelled or communicated through written or email communication as "Confidential" in any manner, which may be transferred between the Parties from time to time pursuant to this Agreement. Parties specifically agree not to disclose the same to any third party at any time without express prior written consent from the other Party. Both Parties shall take all suitable and necessary precautions at their own cost to maintain the confidentiality.

14. Funds Requisition and Disbursements

14.1 Funds requisition for the release of installments, as per phasing laid down at Schedule – II shall be presented to the FIRST PARTY by the SECOND PARTY and shall contain details of expenditure to be incurred by the SECOND PARTY in accordance with the Schedule – II.

14.2 All Funds requisitions shall be endorsed as follows:

"Certified that the amounts mentioned in this Funds Requisition Application are required wholly and necessarily for the purpose of The PROJECT (Name of the PROJECT to be mentioned here) and the same has not been claimed earlier from the FIRST PARTY or any other entity. It is also certified that this PROJECT has not been executed earlier by the SECOND PARTY on behalf of any other entity".

14.3 The SECOND PARTY will submit fund utilization statements for the earlier disbursements along with the PROJECT progress report, as per the specific instructions given above or as mentioned in Schedule-II of the Agreement.

14.4 In the event the implementation of the PROJECT is not as per Schedule – I and the targets set therein, the FIRST PARTY shall reserve the right to withhold or reduce the amount of installment applied for by the SECOND PARTY in the Funds Requisition. Further release of the fund installment shall be made upon remedying of the unsatisfactory work and on resolution of the outstanding queries by the SECOND PARTY to the satisfaction of the FIRST PARTY.

14.5 In the event that the cumulative disbursements made to the PROJECT are in excess of the expenditure actually incurred in terms of the Schedule - II, the FIRST PARTY shall deduct the excess amount from future installments disbursed to the SECOND PARTY.



14.6 Authorised representative of the SECOND PARTY shall sign & raise the fund requisition to FIRST PARTY.

14.7 Any Funds requisition if not presented in accordance with the above requirements shall be liable to be rejected.

14.8 The funds disbursements shall be made in Indian Rupees.

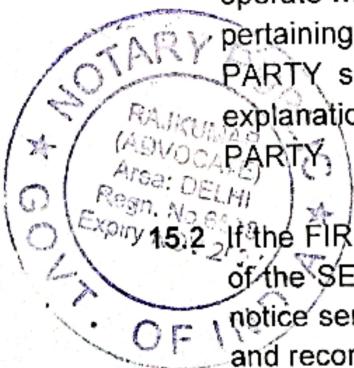
14.9 The SECOND PARTY will submit the Bank account number/details from which the receipts of funds and its disbursements for the PROJECT will be routed.

14.10 Funds shall be disbursed by the FIRST PARTY as per the phasing of disbursements, only if the FIRST PARTY is satisfied with the progress of implementation of the PROJECT.

14.11 The progress report of the PROJECT shall be submitted by the SECOND PARTY prior to release of each installment, except where advance payment is released at the time of execution of Agreement as per Schedule- II of the Agreement.

15. Maintenance of Accounts, Records and Audit

15.1 The FIRST PARTY or its representatives/ auditors on giving reasonable notice to the SECOND PARTY, may visit the offices of the SECOND PARTY to review and audit the accounts and other related records. The SECOND PARTY shall co-operate with such teams during the review, provide access to accounts and records pertaining to the PROJECT whether on computer or in manual form. The SECOND PARTY shall provide copies of accounts and records, provide oral or written explanations to the accounts and records as may be reasonably required by FIRST PARTY.



15.2 If the FIRST PARTY finds any errors or inaccuracies in the accounts and records of the SECOND PARTY, the SECOND PARTY shall, within 30 days of a written notice served by the FIRST PARTY, carry out suitable rectification in its accounts and records, and inform the FIRST PARTY of the same.

15.3 Any information/document/record/details requested by the FIRST PARTY would be promptly attended by the SECOND PARTY and supplied within the prescribed time frame.

16. Annual Audited Accounts of the PROJECT



- 16.1 The SECOND PARTY shall submit audited accounts to the FIRST PARTY within 120 Days of the closure of the relevant financial year relating to execution or completion of the PROJECT whichever is earlier. The end of the financial year for the PROJECT shall be 31st March every year.
- 16.2 The statement of accounts of the PROJECT shall be signed by the authorised person of the SECOND PARTY and be certified by a practicing-chartered accountant. The statement of account should bear a certificate from the auditors confirming the receipts from the FIRST PARTY and expenditure for the PROJECT was in accordance with the terms of the Agreement.

17. Impact Analysis/ Social Audit:

17.1 The SECOND PARTY will facilitate and cooperate for carrying out Impact Analysis/Social Audit by the FIRST PARTY or its representatives during the pendency of the PROJECT at the respective centres/sites.

On completion of the PROJECT in order to ascertain its impact a report indicating activities undertaken, objectives attained along with details of the number of beneficiaries of the PROJECT providing their Names, age, sex, category as SC/ST/OBC/GEN/PHY shall be submitted to the FIRST PARTY by the SECOND PARTY.

18. Equipment/ Fixed Assets

Any non-consumable items of equipment/materials contributed or financed by the FIRST PARTY shall be utilized for execution of the PROJECT and shall not be transferred/disposed of by the beneficiary/ the SECOND PARTY except with express written permission/directions of the FIRST PARTY.

19 Publicity to The FIRST PARTY:

- 19.1 An exclusive micro site or page for the FIRST PARTY shall be allocated under the main website of the SECOND PARTY, if any.
- 19.2 The SECOND PARTY will announce the contribution by the FIRST PARTY in relevant brand communication materials like website, newsletter, etc. with the written consent of the FIRST PARTY.



19.3 The FIRST PARTY can use the audio, visual and audiovisual material relating to PROJECT made by the SECOND PARTY for its official use.

19.4 The SECOND PARTY should inform every event related to the PROJECT to the FIRST PARTY. For ensuring proper brand image and visibility of the FIRST PARTY's contribution, all such events will be participated and inaugurated by senior management persons of the FIRST PARTY. The SECOND PARTY shall display banners in the PROJECT sites highlighting the FIRST PARTY contribution along with the FIRST PARTY name and logo with details of contribution.

19.5 Wherever possible, the SECOND PARTY may consider to give wide publicity to the assistance provided by the FIRST PARTY under the FIRST PARTY Corporate Social Responsibility Programme not only in their own internal publications, newsletters, but also in local dailies / any other mass communication channel etc. without any liability/ cost overheads to the FIRST PARTY on this account.

20. General Conditions

20.1 The Final Comprehensive Completion Report of the PROJECT will be submitted by the SECOND PARTY on completion of the PROJECT incorporating targets, benefits achieved, along with financial details thereof along with their recommendations if any. The SECOND PARTY shall also furnish audiovisual material relating to the PROJECT.

20.2 SECOND PARTY shall appoint a coordinator to coordinate various activities under this programme and coordinate to arrange for periodical inspections and monitoring of the program to the evaluating Agency and FIRST PARTY Officials through its coordinator, as it may identify.

20.3 The SECOND PARTY shall provide name, telephone number and email id of contact persons to the FIRST PARTY, who would be responsible for the implementation and coordination of the program. The SECOND PARTY shall also inform of their website address, if any.

20.4 The SECOND PARTY hereby undertakes through signing of this Agreement that it has not received and will not receive any contribution / funding in cash towards the PROJECT from any other party during the relevant period of the PROJECT.

20.5 The SECOND PARTY here by undertakes and agrees to indemnify and hold harmless the FIRST PARTY at all times and against all actions, proceedings,



claims, liabilities, penalties, demands, costs, damages awards and losses or expenses, directly or indirectly arising out of all result of any breach or non performance by the SECOND PARTY or any court/claim proceedings brought against the FIRST PARTY due to default or actions of the SECOND PARTY.

20.6 Notwithstanding anything contained hereinabove, neither Party shall use the logo, trade mark/name or any other intellectual property of the other Party without prior written permission of the other Party which permission shall not be unduly withheld, terms & conditions for such use shall be governed as per written permission.

20.7 Both Parties agree that all services rendered, and operations conducted pursuant to this Agreement shall be in compliance with all legislation, statutes, ordinances, regulations, administrative rulings or requirements of law.

20.8 The SECOND PARTY hereby certifies that it does not employ or deal with any entities or individuals known by it to support terrorism. It is also certified that SECOND PARTY is in compliance with all applicable laws and regulations of the land as well as its own rules and regulations.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names.

For and on behalf of the FIRST PARTY For and on behalf of the SECOND PARTY

Name: Kiran Maria Tiru

Position/ Designation: SBM

Branch Office Ranchi, Jharkhand

Signature: *Kiran Maria Tiru*

Date: 14/01/2025

Witness: *Manekumar*

Seal of the Company



Name: Shilpa Jain

Designation: Chief Operating Officer

Signature: *Shilpa Jain*

Date: 8 January 2025

Witness: *Akhil*



ATTESTED

NOTARY PUBLIC, DELHI
GOVT OF INDIA

Schedule I

In view of the consideration above in the agreement, the parties hereto agree as follows:

I. OBJECTIVE

Objective of the program is –

- To implement strategies that directly contributes to an increase in student marks and overall improvement in academic performance.
- To increase the frequency of different modes being utilized in the Mini Science Centre to optimize student engagement and learning outcomes.
- To increase the number of times various modes in the Mini Science Centre are being utilized by students from other schools to assess external engagement and impact.
- To track the number of queries raised by teachers regarding the Mini Science Centre to identify areas for further clarification, support, and improvement.
- To conduct repair and maintenance visits for the Mini Science Centre to ensure its optimal functionality and longevity.
- To conduct the teacher training sessions for the Mini Science Centre to enhance their proficiency in utilizing the resources effectively and change the teaching pedagogy.

• To assess the number of times students and teachers utilize the Mini Science Centre models to evaluate engagement and effectiveness in learning.

II. PROJECT Beneficiaries

Target group and beneficiaries	Type of Beneficiary	Beneficiary	Units	Definition of beneficiary
	Direct [3334 From All Proposed Schools]	Students	3321	Students studying in 5th to 10th standard.
		Teachers	13	Math and Science Teachers
	Institutional	School	3	Government schools(Govt Sec school Pandara, GOVT +2 HIGH SCHOOL KANKE, Upgraded High School Khukradih)



III. Geographical Location

The Geographical Location of the proposed project is Jharkhand.
Following is the School Locations:

School Name	Address	State
Govt Sec school Pandara	Pandara, Ranchi 834005	Jharkhand
GOVT +2 HIGH SCHOOL KANKE	KANKE, Ranchi, Jharkhand	Jharkhand
Upgraded High School Khukradih	KhukradihChhotaGovindpur, Jamshedpur	Jharkhand

IV. IMPLEMENTATION PLAN

Activities	Q1	Q2	Q3	Q4
Identification of Schools and Installation of Mini Science Centre				*
Infrastructure Set up and Installation of MSC				*
Teacher Training Program				*
Monitoring & Evaluation				*
Submission of Annual Report Balance as per budget provided				*

All the above CSR project will be completed in all respect within 31st March 2025.

• Expected outcome of the program:

- i. Aptitude of students for learning science and mathematics improved by creating simple, child friendly ecosystem which is fun and enjoyable.
- ii. Empowering teachers with easy teaching aids.
- iii. Improve teaching pedagogy by use of models in conducting the science and math's class through better engagement of teachers in teaching.



- iv. Increased enrolment and interest in STEM-related courses in school.
- v. Continued participation in STEM programming.
- vi. Increased self-confidence in tackling science & Math's classes and projects.
- vii. Shift in attitude about careers in STEM.
- viii. Increased test scores as compared to non-participants.
- ix. Increased general knowledge of science & math's-based concepts.
- x. Gains in 21st century skills, including communication, teamwork, and analytical thinking.
- xi. Higher likelihood of graduation and pursuing a STEM career.

Schedule II

Payment Plans

Payment Plans for the Project:

- 30% of the total cost after signing of MoU.
- 40% of the total cost after receiving of Utilization Certificated and related documents of 1st Instalment.
- 30% of the total cost on 1st TTP Report & after receiving of Utilization Certificated and related documents of 2nd Instalment.

Schedule - III

Unsatisfactory performance includes

1. Incomplete work done.
2. No progress in the work found.
3. Work not being implemented as specified under Schedule I of this Agreement.
4. Non- performance of any obligation under this Agreement.
5. Corrupt practices or misappropriating the funds/Assets etc.

The above parameters are only indicative and the said list is not exhaustive.

ATTESTED

NOTARY PUBLIC, DELHI
GOVT OF INDIA

18 JAN 2020

