भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

जोडपत्र 2

86AA 101574

मुद्रांक विक्री नोंदवही अनु.क्रमांक ◐2023◐ 122434 दिनांक 18 JAN 2024

दस्ताचा प्रकार .... 2 Bond

दस्त नोंदणी करणार आहे का ? होय / नाही NO

मिळकतीचे थोडक्यात वर्णन ....

मुद्रांक विकत घेणा-याचे नांव .... TENOVA TECHNOLOGIES PVT. LTD.
I-Think Techno Campus, A Wing,
5th Floor Pokhran Road No. 2,
Off Eastern Express Highway, Behind TCS,
Thane (West) 400 601.

हस्ते असल्यास त्यांचे नाव, पत्ता .... Vivek Kokane Badlapur

सही ....

दुस-या पक्षकाराचे नाव .... Seva Sahayog Foundation

मुद्रांक शुल्क रक्कम ....

परवानाधारक मुद्रांक विक्रेत्याची सही (सौ. शिल्पा एस.नाईक) ....

तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता :- नाईक कमर्शियल सेंटर, शॉप नं. 2, आनंद पॅलेस बिल्डींग,
(परवाना क्र.: 1201033) भवानी चौक, टेंबी नाका, ठाणे (प).

(ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून सहा महिन्यात वापरणे बंधनकारक आहे.)

जिल्हा कोषागार कार्यालय ठाणे

जिल्हा कोषागार कार्यालय, ठाणे

11 JAN 2024

मुद्रांक प्रमुख लिपीक / लिपीक

11/01/2024

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made on Thursday, January 18, 2024 between Seva Sahayog Foundation registered under the Section 25 now Section 8 of the Companies Act 2013 vide Corporate Identity Number U85100PN2009NPL168137 and **CSR 1 Reg.No. CSR00000756**, having its registered office at Plot No. 75, Tulshibagwale Colony, Sahakar Nagar No.2, Parvati, Pune - 411009 hereinafter called as **"Seva Sahayog Foundation"** or the "FIRST PARTY" (which expression shall unless excluded by or repugnant to the context means and includes their respective executors, administrators, representatives and assigns) of **ONE PART.**

AND

Tenova Technologies Pvt Ltd, having CIN No U72200MH2006PTC48974 a company incorporated under the Indian Companies Act 2013 and having its registered office at I Think Techno Campus, A Wing, 5th floor, Pokhran Road No. 2, Behind TCS, Thane, Thane West, Maharashtra, India, 400601 hereinafter called as **"Tenova"** or the "SECOND PARTY" (which expressions shall unless excluded by or repugnant to the context mean and include its successors and assigns) of the **OTHER PART.**

WHEREAS "Seva Sahayog Foundation", incorporated under Companies Act 2013, (herein called "FIRST PARTY"), working in the sectors of education.

AND WHEREAS TENOVA is one of a private Sector company and is keen to support "Installation of Mini Science Centre in 2 schools in Thane District in (Maharashtra)" (hereinafter referred to **"the project")**

1. Scope – **Tenova Technologies Pvt Ltd,** will release a grant for the project of "Installation of Mini Science Centre in 4 Govt. schools in Thane District in Maharashtra state, which aims for ensuring installation of Mini Science Centre to be started from the date of signing the MoU. The project period will be effective up to 31st January 2025 from the date of MoU. The total cost to be granted by Tenova will not exceed **Rs. 1,011,024=00 (Rupees Ten Lakhs Eleven Thousand and Twenty-four only).**

2.1 This MOU/ Agreement shall be in full force and effective from the date of signing the MoU and will remain in effect unless terminated by either Party in accordance with Clauses 2.2, 7, 8.5 and 10 in the MoU.

2.2 Either Party may terminate this MOU/ Agreement by giving the other Party thirty (30) days prior written notice. However, Termination of this MOU/ Agreement, howsoever caused or occurring shall be without prejudice to any rights or remedies that may have accrued to either Party prior to the date of such termination, and any provisions of the MOU/ Agreement necessary for the exercise of such accrued rights or remedies shall survive expiry or termination of the MOU/ Agreement to the extent so required.

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3. RIGHT AND OBLIGATIONS OF FIRST PARTY

3.1 FIRST PARTY will endeavor to achieve deliverables at the end of the total project period by 31st January 2025.

3.2 The project objective, methodology, deliverables of projects, etc. are per **Annexure-1**

3.3 FIRST PARTY will ensure it will not take support from anyone other than Tenova Technologies Pvt Ltd for the project supported by Tenova Technologies Pvt Ltd. If the need arises, FIRST PARTY will take consent from Tenova Technologies Pvt Ltd, before taking support from third party for project supported by Tenova Technologies Pvt Ltd.

3.4 FIRST PARTY will ensure compliance with all guidelines/rules/laws of statutory authority.

3.5 All expenses need to be accounted for as per line items mentioned in the approved budget. The approved budget is as per **Annexure 2.**

3.6 FIRST PARTY must submit regular reports as per payment schedule & funds utilization certificate as per payment Schedule as **Annexure 3.**

3.7 FIRST PARTY shall utilize the amount solely for the implementation of this Project and FIRST PARTY shall not utilize the Grant Amount received from Tenova Technologies Pvt Ltd, for any other purpose than mentioned in project

3.8 FIRST PARTY will give applicable tax benefit receipts (80G or any other) if applicable to Tenova Technologies Pvt Ltd, for each payment. FIRST PARTY will pass on any other tax benefits as per Income Tax act provisions applicable at that time. FIRST PARTY will provide applicable CSR documentation by **20th March 2024.**

3.9 The funds given to the **SEVA SAHAYOG FOUNDATION** shall be given as **CORPORATE SOCIAL RESPONSIBILITY** / **DONATION** for charitable purpose and **NOT** attracting any implications of **TDS deductions** towards the DONATION.

3.10 The FIRST PARTY will endeavor to ensure visibility for Tenova in an appropriate manner along with Tenova Logo as attached in **Annexure 4.**

3.11 The FIRST PARTY will submit Fund Request Letter and Utilization Certificate as per formats attached in **Annexure 5.**

4. RIGHTS AND OBLIGATIONS OF THE Tenova Technologies Pvt Ltd.

4.1 Tenova Technologies Pvt Ltd will release the CSR Grant Amount as per the Payment Schedule and the scope of work.

4.2 Tenova Technologies Pvt Ltd officers /representatives can make joint visits with FIRST PARTY representatives to monitor the progress of the project.

4.3 Tenova Technologies Pvt Ltd officer/representative may make surprise visits to the project without prior intimation.

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4.4 Tenova Technologies Pvt Ltd shall not be responsible or shall not provide additional funds in respect of work done or undertaken outside the scope of this Project.

4.5 If expenses accounted are more than the line-item budget, Tenova Technologies Pvt Ltd will have the right to deductions in the payment release for an excess amount spent over the line-item budget.

4.6 Tenova Technologies Pvt Ltd shall have the right to withhold payments or instalments of the Grant Amount and/or terminate this Memorandum of Understanding by way of giving 30 days (about 4 and a half weeks)' written notice

4.7 Tenova Technologies Pvt Ltd reserves right to extend the time of project on formal request by FIRST PARTY

4.8 Tenova Technologies Pvt Ltd can appoint third party with prior intimation to the FIRST PARTY for Audit of the project or impact study or any other such purpose

4.9 Tenova Technologies Pvt Ltd might ask the copies of documents/bills/vouchers/etc for project for verification purpose

4.10 Tenova Technologies Pvt Ltd can adjust the interest amount earned on funds by deducting it from subsequent release of payments or by any suitable way

5. INDEMNITY

FIRST PARTY agrees to indemnify and hold harmless and defend Tenova Technologies Pvt Ltd from and against all claims, liabilities, judgments, fines, penalties, costs or demands arising from or in connection with the performance or nonperformance of its obligations or the exercise of its rights under this MOU/Agreement.

6. GOVERNING LAW

This MOU/Agreement shall be construed by and governed in accordance with the laws of India.

7. Dispute Resolution / ARBITRATION

7.1. Negotiation and Conciliation:

The Parties shall endeavor to settle any dispute, difference, claim, counterclaim, question or controversy between the Parties arising out of, in connection with or in relation to this Agreement ("Dispute") amicably between themselves, through negotiation. In case the dispute is not resolved within a period of 30 days (about 4 and a half weeks) from the date when it was first referred to, then such dispute shall be referred to Arbitration herein provided.

7.2 Reference to Arbitration:

"Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below:

(a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator

(b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time

(c) The Seat of arbitration shall be at Mumbai.

(d) The proceedings shall be conducted in English language

(e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator"

8. FORCE MAJEURE

8.1 None of the Parties shall be liable or responsible for any failure to perform or delay in performance of their respective obligations under this MOU/Agreement, if such, failure or delay is attributable to or arises out of any Force Majeure event, provided that notice of occurrence of any Force Majeure event is given by the party claiming Force Majeure to the other party within a period of two days of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event and the obligation/s, the performance of which could be delayed or prevented thereby.

8.2 To the extent that the event is not within the reasonable control of the party whose performance under this Agreement is affected thereby, the term "Force Majeure" as used in this MOU/Agreement shall mean and include any of the following events: War, hostilities, acts of the public enemy or belligerents, sabotage, blockage, revolution, insurrection, riot, or disorder; expropriation, requisition, confiscation or nationalization; act of God; fire, frost, earthquake, storm, lightning, or to government taking over whether or not by formal requisition; epidemic, quarantine, strikes or combination of workmen, lockouts or other labor disturbances; explosion, accidents by fire or otherwise to plants; storage facilities, installations, machinery, or to transportation, change in law or regulation which adversely affect the interest of parties or distribution facilities or equipment, order or directions of the courts/government/statutory authorities etc.

8.3 The Parties shall exercise reasonable diligence to resume normal performance of this MOU/Agreement after the occurrence of an event of Force Majeure. Prior to resumption of normal performance, the Parties shall continue to perform their obligations under this Agreement to the extent not prevented by such event of Force Majeure.

8.4 For all matters affected by an event of Force Majeure, the Parties shall consult with a view to ending the Force Majeure and to mitigating the effects thereof during the period of Force Majeure.

8.5 In the event the Parties do not reach an agreement on either the manner in which the effects of an event of Force Majeure can be mitigated or on arranging substituted performance of all obligations delayed or prevented by such event of Force Majeure within thirty(30) days of date of notice of Force Majeure first given pursuant to Clause 8.1, either Party shall have the right to terminate the affected MOU/Agreement without liability to the other Party by giving written notice of termination to the other Party. Termination under this Clause shall not affect any rights or obligations which may have accrued prior to termination.

9. CORRUPT PRACTICES

Each Party warrant and undertake to the other that in connection with this MOU/Agreement and the performance thereof, they will each respectively comply with all laws, regulations, rules and requirements relating to anti-bribery or anti-money laundering applicable on the parties and that they shall each respectively take no action which would subject the other to fines or penalties under such laws, regulations, rules or requirements.

10. EVENT OF DEFAULT AND SUBSEQUENT TERMINATION

10.1 In relation to either Party, each of the following shall constitute an event of default ("Event of Default"):

(a) A Party fails to perform or comply with any other material obligation contained in the MOU/Agreement and such failure continues un-remedied for a period of thirty (30) Business Days following receipt of written notice of such default from the other Party;

(b) A Party shall be the subject of an Insolvency Event;

(c) Any representation or warranty made by a Party under the MOU/Agreement shall prove to be untrue when made, in any material respect.

(d) Any step is taken by any Competent Authority with a view to the seizure, compulsory

Acquisition or expropriation of all or substantially all of the assets of a Party, provided that an Event of Default shall not occur where such Party is contesting such action in good faith by appropriate means, unless and until such time as there is a material risk of all or substantially all of such Party's assets being so seized, compulsorily acquired or expropriated.

10.2 Effect of an Event of Default

(a) Occurrence of an Event of Default in relation to a Party shall cause such Party to be a defaulting Party ("Defaulting Party").

(b) Without prejudice to the rights of the Parties pursuant to the MOU/Agreement, on and at any time after the occurrence of an Event of Default, the non-Defaulting Party may, while such

Event of Default subsists by giving written notice to the Defaulting Party suspend performance of its obligations under this MOU/Agreement.

If such Event of Default is remedied thereafter, prior to the exercise of rights under Clause 10.3, the suspension notice served under this Clause 10.2 shall be revoked by the non-Defaulting Party by giving written notice thereof to the Defaulting Party. The non-Defaulting Party shall give such notice promptly upon such Event of Default being remedied.

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(c) In the event of any default, breach or negligence by either Party in relation to the performance or non-performance of their respective obligations under an Agreement, the other Party shall endeavor to promptly mitigate the Losses resulting from the default, breach or negligence.

10.3 Termination on Default

On the occurrence of an Event of Default the non-Defaulting Party may terminate the MOU/Agreement by giving thirty (30) days' notice to the Defaulting Party. Unless the circumstances constituting the Event of Default have been fully remedied or ceased to apply before the end of the thirty (30) day notice period, the MOU/Agreement shall terminate.

10.4 Survival of Provisions

Termination under this Clause 10 shall not affect any rights or obligations which may have accrued prior to termination.

11. NOTICES

All notices, requests, statements shall be sent to the addresses specified in-

For Tenova Technologies Pvt

Pramod Jadhav – Company Secretary
I Think Techno Campus, A Wing, 5th Floor, Pokhran Road No. 2, Behind TCS, Thane (West) 400 601. Maharashtra. India. P+91 22 62489840 M+91 9820392275

For Seva Sahayog Foundation – Mr. Abhinandan Shah, Project Manager,
Seva Sahayog Foundation.
2nd Floor, Soman Building, Behind Hotel Classic, Old Nagardas Road, Andheri East, Mumbai 400069

Unless expressly provided otherwise, notices shall be in writing and delivered by courier, facsimile or e-mail. Notice by facsimile, e-mail or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted (in the case of a facsimile or e-mail) or hand delivered (unless transmitted or hand delivered after the close of the Business Day, in which case it shall be deemed received at the close of the next Business Day). Notice by courier shall be deemed to have been received four (4) Business Days after it was sent. A Party may change its address by providing written notice thereof to the other Party.

12. ENTIRE AGREEMENT; AMENDMENTS

This MOU/Agreement constitutes the entire agreement between the Parties relating to the subject matter contemplated by this MOU/Agreement and supersedes any prior or contemporaneous agreements or representations affecting the same subject matter. No amendment, modification or change to this MOU/Agreement shall be enforceable unless reduced to writing and agreed to by both the Parties.

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13. NON-WAIVER; DUTY TO MITIGATE; NO PARTNERSHIP OR THIRD-PARTY BENEFICIARIES

No waiver by any Party of any of its rights with respect to the other Party or with respect to any matter or default arising in connection with the MOU/Agreement shall be construed as a waiver of any subsequent right, matter or default whether of a like kind or different nature. Any waiver shall be signed in writing by the waiving Party. Nothing contained in this MOU/Agreement shall be construed to constitute a Party as the employee, agent, partner, joint ventures or contractor of the other Party. This MOU/Agreement are made and entered into for the sole protection and legal benefit of the Parties and no other Person shall be a direct or indirect legal beneficiary of or have any direct or indirect cause of action or claim in connection with, MOU/Agreement. The Parties do not intend any term of this MOU/Agreement to be enforceable under the English Contract (Rights of Third Parties) Act of 1999 by any Person that is not a Party to this MOU/Agreement.

14. ASSIGNMENT

This MOU/Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns. Neither Party shall assign or novate this MOU/Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

15. WARRANTY

Each party represents and warrants (i) that such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) that such party has the legal right and authority to enter into and perform its obligations under this Agreement; (iii) that, to the best of its knowledge, the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (iv) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

16. Intellectual Property Rights.

FIRST PARTY must use, or permit the use of, any Intellectual Property of the Corporation, including but not limited to Copyright, Trademarks, Trade Names, Patent, Designs etc. only in accordance with the terms and conditions of this MOU/Agreement.

If such a right is conferred on FIRST PARTY to use any Intellectual Property of the Corporation:
a) Such right conferred merely constitutes a limited license to use such Intellectual Property for the purposes of, and in accordance with the terms and conditions of this MOU/Agreement.
b) Such rights are non-exclusive and non-assignable.

This agreement will be effective for 12 months from the date of signing the MoU until otherwise terminated as per the clauses mentioned above. However, the Second Party reserves the right to extend the MOU by 1 month on formal request of First party with reasons.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU/Agreement to be executed on the day and year written above.

For Tenova Technologies Pvt Ltd.	**For Seva Sahayog Foundation**
Amitabh Nandi Managing Director, **Authorized Signatory**	**Dilip Moghe** Seva Sahayog **Authorized Signatory**
In the presence of	**In the presence of**
1. Pramod Jadhav Company Secretary	1. Abhinandan Shah Project Manager
2.Rajesh Ranade Vice President-HR & Administration	2. Aakash Gupte Project Manager - Corporate Communications

Annexure 1

Details of Schools

The school Identification process is ongoing, will give details after schools are finalised.

The Objective of the Project:

a) Setting up Mini Science center to clear fundamental concepts of science and mathematics
b) Igniting interest in students of Std. 5th to Std. 10th of above students.
c) Developing curiosity and inquisitiveness among the students
d) Providing application-based teaching for Science & Mathematics
e) Encouraging students for innovation
f) To help the development of scientific temperament amongst children and a better future generation etc.

1. Impact assessment mechanism:

a) Undertake Monitoring & Evaluation activities for baseline data. The Monitoring & Execution team will visit twice a year to all four schools.
b) Reports to measure and encourage teachers for the maximum usage of Mini Science Centre.
c) Closely evaluate the students to monitor their interest.

Monitoring and Reporting Mechanism:

a) The project will be monitored by the Project Manager, through the local team at the project location.
b) Overall projects on the ground will be monitored and supervised by Seva Sahayog Foundation. "STEM Learning" will be the implementation partner of Seva Sahayog Foundation.
c) Seva Sahayog Foundation will submit the progress/completion reports to Tenova Technologies Pvt Ltd with the specific details of facility provided to students and teachers at the respective schools.
d) Visits may be undertaken by Tenova Technologies Pvt Ltd Officer/s for value addition /Inspection of works being executed.
e) The Monitoring & evaluation process shall be conducted by the M&E Team of the NGO.
f) The Ownership and liability of Mini Science Centre will be handed over to 2 schools' authorities and a letter from schools of successfully implementation and usage of Mini Science Centre would be submitted to Tenova Technologies Pvt Ltd by Seva Sahayog Foundation.

Benefits expected from the project:

a) # students and teachers will benefit from this project in learning and teaching.
b) Improvement of aptitude of the students in regards of science and mathematics
c) Development of inquisitiveness, critical thinking, problem solving skills and creativity of students
d) Enhancing the skills of teachers by training them to teach in a practical manner
e) Improve teaching pedagogy by use of models in conducting the science and math classes through better engagement of teachers in teaching.
f) Strengthening of concepts of Science and Mathematics.
g) Teachers will be encouraged and motivated to have more engagement in teaching.

Completion (Period) of the Projects

The project will be completed by 31st January 2025 from the date of signing of MoU.

Sustainability plan of the proposed project:

Maintenance of the project will be free for one year & Tenova Technologies Pvt Ltd will not be liable to pay any maintenance charges for this project in future.

Annexure 2

Estimated Expenditure:

Estimated expenditure of the project will be limited to Rs.1,011,024.00 (Rupees Ten Lakhs Eleven Thousand and Twenty-four only). Details are as follows:

Sr. No	Details	Per unit cost (A)	Total Numbe r of Units (B)	Total Budget for 1 month/yea r (C=AXB)	Remarks (Justification of cost element)
1	**Mini Science Centre**	354,000	2	7,08,000	80 Models + 80 Users Placard+ 37 Colorful Backgrounds + 1 Safety Placard + 1 Teachers Manual Includes Installation, Delivery & 1st Years Maintenance
2	**Teacher Training Program**	40,120	2	80,240	(20 schools -4 Clusters) Cluster training and capacity building of teachers in government schools
3	**Monitoring & Evaluation-Every Quarter**	40,120	2	80,240	Total - 2 visits in individual schools
	SUB TOTAL (III)			8,68,480	

4	**Infrastructure** - Wooden Platform With 72 Feet in Length and Wall Mounted and 24 Electrical Points	47,200	2	94,400	Set Up of Platforms & Electric Connections
	Total			**9,62,880**	
	Administrative Cost	24,072	2	**48,144**	5% of the project
	Grand Total			**10,11,024**	

As per the Estimate/Quotation submitted along with the proposal.

The funds given to the SEVA SAHAYOG FOUNDATION shall be given as CORPORATE SOCIAL RESPONSIBILITY / DONATION for charitable purpose and NOT attracting any implications of TDS deductions towards the DONATION.

Annexure 3

2. Proposed Payment Scheduled:

Sl. No.	Description	% of Total Project Budget	Amount in (Rs.)	Terms of payment
1	Advance	50%	5,05,512	After signing the MOU. On placement and submission of copy of the PO. Submission of demand note.
2	Balance	50%	5,05,512	On submission of Mini Science Center Installation Report with photographs Submission of Utilisation report by Project Manager of the Project of SSF. On submission of demand note.
	Grand Total		**10,11,024=00**	**Rupees Ten Lacs Eleven Thousand & Twenty-Four Only**

Note: SSF will provide CA Utilization Certificate till 20th March 2024.

*The above estimated cash outflow for the subject CSR Project is Rs. 10,11,024/- (Rupees Ten Lakhs Eleven Thousand and Twenty-four Only) does not include GST as the NGO, M/s. Seva Sahayog Foundation is a not-for-profit organization working for a charitable purpose and is not registered under GST

Payment will be made on an actual cost basis which will not exceed Rs. 10,11,024/- (GST is not applicable).

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