



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
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18 FEB 2025
सक्षम अधिकारी

श्रीमती संगिता जाधव

MEMORANDUM OF UNDERSTANDING

This Agreement is made and executed at Pondicherry on 19th (Wednesday) of February 2025.

Between

CHEMFAB ALKALIS LIMITED, Gnanananda Place, Kalapet, Pondicherry – 605 014 hereinafter called the "1st Party" or "CHEMFAB ALKALIS LIMITED", which expression shall, where the context so admits, include its successors, permitted assignees and representatives.

And

SAMABHAVANA, a not-for-profit organization incorporated under the Charity Commissioner office, Maharashtra Registration No- F22993- 2000, bearing CSR Registration No. CSR00000687, having its registered head office at RH NO - 6, SUMANGAL CO OP HSG SOCIETY, OPP, D.M. ENGINEERING COLLEGE, SECTOR 2, AIROLI, Thane, Maharashtra, 400708, hereinafter called the "2nd Party" or "Samabhavana", which expression shall, where the context so admits, include its successors, permitted assignees and representatives.

All parties collectively shall be referred to as 'Parties'.



RECITALS:

WHEREAS; educationalists often stress that basic science fundamentals should be made clear and linking towards science should be developed among young brains at the school level.

WHEREAS; Mini Science Centre (MSC) consists of 80 Science and Math models. It helps in teaching science and mathematics to school children in a practical way.

WHEREAS; MSC is innovative and interactive teaching aid with a hands-on approach to facilitate the learning process; MSC is also mapped with CBSE, ICSE and state board curriculums.

WHEREAS; CHEMFAB ALKALIS LIMITED is a Chemical Manufacturing Company. They have incorporation has successfully combined its corporate social responsibility agenda with its business offerings, meeting the energy needs of millions of people every day, across the country. CHEMFAB ALKALIS LIMITED has been partnering with communities in which it operates by supporting innumerable initiatives connected with health, family welfare, education, environment protection, provision of portable water, sanitation, empowerment of women & other marginalized groups etc. CHEMFAB ALKALIS LIMITED is keen to support innovative interventions in education.

WHEREAS; CHEMFAB ALKALIS LIMITED, with the aim of igniting scientific interest among students, has agreed to execute this project under its CSR ambit,

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS UNDER:

ARTICLE 1: TITLE & PURPOSE:

This Agreement is entered into to collaborate with each other to work in association for CSR Project STEM: Establishing 1 no. of Mini Science Centers (MSCs) in Government schools of Chevaliar Sellane Government Hr. Sec. School, Kalapet, Pondicherry.

The prime objective of this project is to make learning accessible to all children for aptitude enhancement and ensuring that the less-privileged students in rural areas have access to equal opportunities by building brains beyond books.

ARTICLE 2: MODE OF IMPLEMENTATION:

The project will be executed by the 2nd party on deposit works basis through the funding support of the 1st party. The product will be supplied by STEM Learning Social Entreprises, No.1205, Marathon Next Gen Campus, K Marg, opposite G, Lower Parel West, Mumbai – 400 013.

The Mini science Center lifetime (Modules, platforms, backdrops) is 6 Years and Samabhavana and STEM Learning will take care of Maintenance activities for 1 year + additionally Samabhavana and STEM Learning should take the responsibility of making MSC Project sustainable in the school with the complete support of the school management. Chemfab Alkalys Limited will not be involved in Cost factor for maintenance and other activities.



Samabhavana and STEM Learning is responsible for conducting the Teacher Training programmes (FTTP& RTTP's) as per the proposal which inclusive of minimum 4 complete day sessions ie., 2 training sessions for main course and additional 2 training sessions for refresher training programme. Minimum 1 programme for every quarter will be organised for school teachers.

Maintenance / Replacement of MSC Experiments (80 Modules) and its parts will be taken care by Samabhavana and STEM Learning on immediate basis.

1 st party	CHEMFAB ALKALIS LIMITED	Funding Partner
2 nd party	SAMABHAVANA	Implementing Agency
MSC Implementor	STEM Learning	Implementor

MSC Utilization report has to be taken from Govt School which is supported by CCAL and Submitted to CCAL through Samabhavana on every month after successful implementation of the project Mini Science Centre.

ARTICLE 3: SCOPE AND RESPONSIBILITIES

3.1 Role of the 1st party (CHEMFAB ALKALIS LIMITED) -

- The 1st party agrees to act as the funding partner and shall deposit funds to the 2nd party, which shall be utilized by the for the laid down objectives of this project. The 1st party shall grant the amount as per the payment schedule and progress / completion of work based on the satisfactory report from the School Management.
- To monitor the project so as to achieve the target outcomes. Any authorized representative of the 1st party can make joint visit with the 2nd party officials to monitor the progress of project & to check the upkeep of MSCs after installation.
- Any authorized representative of the 1st party can also conduct surprise visits to the project sites (i.e., the identified schools) without prior intimation to the other parties.

3.2 Role of the 2nd party (Samabhavana) -

- Coordination & support among all the Parties to reduce the bottlenecks, if any.
- To ensure implementation of this project in-line with the detailed proposal submitted by the 2nd party.
- To identify and communicate a Single Point of Contact (SPOC) to closely work with the other twoparties for the implementation of the project.
- To monitor the implementation plan and share regular updates on project progress – both qualitative & quantitative - with the 1st party.
- To ensure transparency in each stage of the project.



- f) To facilitate joint site visits as and when requested by the 1st party.
- g) To ensure the quality of material in all prerequisites for establishing the MSCs, viz., setting up platforms, electric connections, whitewashing of inside and outside of the walls etc.,
- h) To obtain and record structured feedback from all stakeholders, especially beneficiaries, teachers, school head etc. during and after completion of the project.
- i) To maintain photographic & videographic documentation at each stage of the project.
- j) To maintain & furnish all requisite documentation at each stage of the project, in-line with the project proposal and payment milestones stated herein at 4.1.
- k) To ensure appropriate mnemonics/branding (bilingual) of the 1st party on each element of the project, including but not limited to – on each exhibit of MSC, on placards/backgrounds/manuals/handbooks/leaflets etc., on signage inside & outside MSC rooms, on print/electronic/social media coverage, on backdrops for inauguration/training programs etc.
- l) To ensure completion of the project within 3 weeks from the date of issue of LOI / PO.

ARTICLE 4: FINANCIAL OBLIGATIONS

4.1 The 1st party shall transfer the funds to the 2nd party as per the below payment milestones:

Payment Schedule	Month & Year	Particulars	Amount to be paid
Ist Instalment	Feb 2025 to May 2025	Mini Science Centre Implementation charges	391700
		Training of Teachers (TTP)	20535
		Administrative Charges for NGO (1/3 rd Amount)	12666
		Total Amount	424901
IInd Instalment	Jun 2025 to Sep 2025	Monitoring & Evaluation	30500
		Administrative Charges for NGO (1/3 rd Amount)	12666
		Total Amount	43166
IIIrd Instalment	Oct 2025 to Jan 2026	Infrastructure	45000
		Administrative Charges for NGO (1/3 rd Amount)	12666
		Total Amount	57666
Grand Total			5,25,733

4.2 The maximum financial implication to the 1st party for the project shall be limited to ₹ 5,25,733/- only (Rupees Five Lakhs Twenty-Five Thousand Seven hundred and Thirty-Three only).

4.3 Documents to be submitted for release of installment(s) as per the above tabular mentioned in 4.1

For 1st Installment along with PO (Rs.4,24,901/-)



- Signed Copy of this Agreement
- Fund Requisition Letter for the 1st installment (Rs.3,91,700/- + Rs.20,535/- + Rs.12,666/- = Rs.4,24,901/-)
- Installation and imparting training to teachers

For 2nd Installment – Rs.43,166/-

- Installation Report- Detailed MSC Installation Report for each school
- Teachers Training Report.
- Fund Requisition Letter for the 2nd installment
- Satisfactory Report from School Management

For 3rd Installment- Rs.57,666/-

- Annual Report
- Teachers Training Report.
- Fund Requisition Letter for the 3rd installment
- Satisfactory Report from School Management

4.4 Fund Utilization Certificate will be provided on receiving 100% from Chartered Account (CA).

ARTICLE 5: MUTUAL ASSISTANCE AND DUTIES

- 5.1 Parties shall provide mutual assistance as set forth in this agreement to the maximum extent possible.
- 5.2 Parties shall confirm receipt of verbal or written requests for mutual assistance and provide responses within reasonable time.

ARTICLE 6: CO-BRANDING

- 6.1 The Parties shall have the right to use, discuss and publicize the project data and each will acknowledge the role of each other or part played by the other in the books, documents, and/or other publicity measures in relation to the project.
- 6.2 Parties agree that in consideration of the gesture by the 1st party, the 2nd party shall have no objection in displaying (bilingual) "Mini Science Center set-up at Chevaliar Sellane Government Hr. Sec. School, Kalapet, Pondicherry under CSR initiatives of M/s CHEMFAB ALKALIS LIMITED" (or as mutually agreed upon term whereby name of 1st party appears therein) along with the logo of 1st party as below:





ARTICLE 7: AMENDMENTS

- 7.1 All modifications and amendments to this agreement must be formally agreed to by all the Parties in writing.
- 7.2 Any such amendment shall enter into force from the date agreed to by the Parties.

ARTICLE 8: FORCE MAJEURE

If either Party is unable to perform its obligations under this agreement due to the occurrence of an event beyond its control (such as acts of God, War like situations, Riots, Bandhs, Government actions, Earthquakes, Pandemic, Cyclones, Tycoons, and other natural calamities, etc.), that Party will not be deemed to have defaulted under this agreement. Each Party agrees to use all reasonable efforts to enable performance under this agreement to continue.

ARTICLE 9: DISPUTE RESOLUTION: MEDIATION

Any dispute arising out of this agreement will be referred to a committee consisting of: (1) Deputy General Manager, HR- CHEMFAB ALKALIS LIMITED (CHEMFAB ALKALIS LIMITED) and (2) Secretary, SAMABHAVANA, for amicable settlement.

ARTICLE 10: INDEMNITY

- 10.1 The 2nd party will abide by all relevant provisions of Section 135 of The Companies Act 2013 and The Companies (CSR Policy) Rules, 2014 & its amendment thereafter and any other applicable statutory obligation related to CSR.
- 10.2 The 2nd party do hereby indemnify 1st party and hold it harmless, from any acts of omission, commission, violation, infringement by 2nd party of any laws, rules, proceedings, procedures, damages, claims arising out of any provisions of law at present and future.

ARTICLE 11: SEVERABILITY

In the event that a portion of this agreement is impossible to fulfill, the Parties agree to attempt to comply with the remaining of the understanding to the maximum extent possible.

ARTICLE 12: ASSIGNABILITY



This agreement shall not be assigned by any Party without the prior written consent of the other. Such consent, however, shall not be unreasonably withheld.

ARTICLE 13: NOTICES

13.1 Notices in connection with this agreement must:

- i. Be in writing, in the English language.
- ii. All notices or other information required or deemed necessary to be given to:

THE PARTIES

CHEMFAB ALKALIS LIMITED (1st Party)

GNANANDA PLACE, KALAPET, PONDICHERRY, 605 014 [Contact Person: Mr.Kannappan V, DGM – Human Resources, Pondicherry; Email:vk@draaholdings.com]

SAMABHAVANA (2nd Party)

RH NO 6,SUMANGAL CO OP HSG SOCIETY, OPP,D.M.ENGINEERING COLLEGE, SECTOR 2,AIROLI, Thane, Maharashtra, 400708[Contact Person:Mr. Jasmir Thakur Secretary & E.O,Samabhavana; Email:jasmir@samabhavanasociety.org]

13.2 Notices shall be delivered by courier or hand or sent by email to the respective addresses and email which are specified above or if the addressee specifies another address or email then to that address or email.

ARTICLE 14: EFFECTIVE DATE

This agreement will come into force from the date mutually agreed and signed between the Parties

ARTICLE 15: GENERAL PROVISIONS

15.1 The singular terms include the plural and the plural terms include the singular.

15.2 The headings used in this agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

For SAMABHAVANA


Secretary

Signature 1st Party

Signature 2nd Party

Authorized Signatory
CHEMFAB ALKALIS LIMITED

Authorized Signatory
SAMABHAVANA



Witnesses:

1.

1. 

2.

2. 

