

CONSULTANCY SERVICES AGREEMENT

This Consultancy Services Agreement (“Agreement”) is made and executed on this 10th March 2025 by and between: Concern India Foundation, having its registered office at 3rd floor, Ador House, 6, K Dubash Marg, Mumbai – 400001 (hereinafter referred to as CONCERN, which expression unless it be repugnant to the context or meaning there of shall be deemed to mean its successors-in-business, permitted assignees) of the FIRST PART

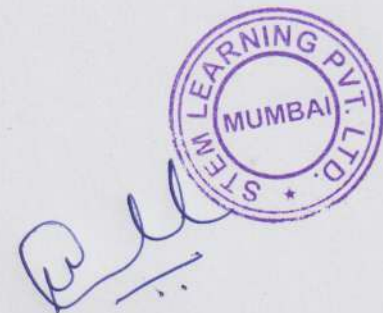
AND

STEM Learning Pvt. Ltd., registered under Section 25 of the companies act, having its office at 1205, Marathon Nextgen Campus, Opposite, G. K. Marg, Lower Parel West, Mumbai-40013 (hereinafter referred to as “Consultant” which expression unless it be repugnant to the context or meaning thereof shall be deemed to mean and include successors-in business or permitted assignees) of the OTHER PART.

The Parties hereinafter shall be individually referred to as “**the Party**” and jointly referred to as “**the Parties**”

WHEREAS:

Concern is a charitable trust set up in 1991 having a significant presence in seven major cities in India. While extending support in the field of education for last many years, CONCERN observed various challenges that affect the quality of education for underprivileged children. In attempts to bring about improvements in quality of education, CONCERN decided to focus on programmed which work towards enhancing scientific interest among school going students. Through this Project, CONCERN will reach out to 199 students in Bangalore from low income/government schools for enhancing their STEM education. As part of this Project **Science Centre (SC)** is a very educative innovative systemic instrument to revolutionize science & maths education that makes learning accessible. It is a catalytic channel that is interactive, engaging, & fun that’s aimed to raise awareness, grasp the information & strengthens the aptitude foundation of children; furthermore also supports the teachers in teaching - with a focus on science & maths. STEM Lab has a range of 80 table top working models with back-drops and manuals in Kannada & English providing hands-on experience for learning Science and Mathematics for Class 6 through 10.



- a) (“**Project**”)
- b) Now, CONCERN is desirous of availing specialized services in respect of the Project as detailed out under clause 2.1 in this Agreement (“**Services**”)
- c) WHEREAS the Consultant has offered to provide the Services to CONCERN and has confirmed that it is fully equipped, experienced and qualified to perform the duties and responsibilities necessary to carry out the Services which the Consultant shall make fully available to CONCERN during the term of this Agreement.
- d) WHEREAS the Consultant has made the proposal and Concern has agreed to avail Services of Consultant in accordance with the terms and conditions of this Agreement.

NOW THE PARTIES HEREBY AGREE AS FOLLOWS

1. APPOINTMENT OF THE CONSULTANT

1.1. **Appointment of the Consultant:** CONCERN appoints the Consultant for the Term as given under clause 3.1 and the Consultant accepts such appointment to provide the Services to the entire satisfaction of CONCERN, in consideration of fees and in accordance with the terms and conditions of this Agreement

2. SCOPE OF THE SERVICES

2.1 Consultant shall provide consultancy services for the Project in relation to the identified school, as directed by **CONCERN** planned to establish the programmed in 2 schools and had partnered with STEM to set up Mini Science Centre in Schools of Bangalore:

1. Sharaon School, Jalahalli, Bangalore
2. Moulana Azad model school, Shivajinagar, Bangalore

This programme will be benefitted to large number of students to **develop interest of students in learning science and math's lessons** from less privileged section of society:

S.No.	School	Locations	No. of Students	No. of Science & Maths Teachers
1	Sharon school	Jalahalli, Bangalore	194	02
2	Moulana Azad model school	Shivajinagar, Bangalore	105	04

2.1.1 Roll out plan

The Consultant will discuss and finalize the plan for the roll-out along with Concern and the School authorities.

2.1.2 Installation of STEM Lab in School

Facilitate to obtain permission from concern authorities (Government or local key person if required) for the implementation of the program. Installations of 80 models at Schools need to be done along with ensuring infrastructure support on site from school in terms of power supply, furniture, space and cleanliness.

2.1.3 Teachers training

Organizing series of two training program for teachers:

1st training for teachers will be conducted in the month of March 2025 at project level (Beginning of project) focusing on using various models for teaching students/ methodology / motivation / events organized every year under the program and expected role of teachers.

2nd training for teachers will be conducted in the month of August 2025 to discuss issues at school level focusing on problem solving and encouraging the use of STEM Lab of all the 80 models to the teachers identify the challenges faced and discuss.

2.1.4 Reporting, Monitoring & Evaluation

- Undertake M&E activities for baseline and end line data.
The baseline assessment will be conducted in March 2025, followed by the end line assessment in February-March 2026. Both assessments will be conducted for the students and teachers in all the schools to evaluate their understanding of Science and Mathematics. Assessment forms will be filled out by both students and teachers, and the collected data will then be analyzed across various parameters, such as their proficiency levels, familiarity with models, and enthusiasm for Science and Mathematics.
- Field staff to visit each school once in every quarter
- M&E Officers visit twice a year.
- WhatsApp group to be created for teachers to discuss progress, challenges and support required
- Sharing the report of Installation, teacher's training, baseline and end line within the exact timelines
- Sharing the data on the utilization of STEM Lab in 2 Schools in the shared format (MIS Format attached)



Reports to be provided:

S.No.	Report	Submission date
1	Installation Report	March 2025
2	First Teacher's Training Report	March 2025
3	Baseline Assessment Report	March 2025
4	Annual Report	March 2025
5	Inauguration & DIY Activities Report, testimonials and case studies	August 2025
6	Second round of Teacher's Training Report	October 2025
7	Endline Assessment Report	March 2026
8	MIS	Every Month till March 2026

2.1.5 Maintenance –

- Maintenance is for 3 years.
- 1st year maintenance from 1st March 2025 to 28th February 2026, inclusive in the set up cost from the date of installation that will ensure the following maintenance like cleaning, oiling and checking the models in 2 schools.
- 2nd year maintenance from 1st March 2026 to 28th February 2027.
- 3rd year maintenance from 1st March 2027 to 28th February 2028.
- Under maintenance, models will be repaired for damages such as LED repairing, broken threads etc.
- However, if the model is completely broken due to mishandling, it will not fall under the scope of maintenance.
- Repairing will be done within 15 working days from the day of raised query

3. TERM

Unless terminated earlier in accordance with the terms contained herein, the term of this Agreement commences on **10th March** and will terminate on **31st March 2025** (“Term”)

3A. FEES, PAYMENTS AND SETTLEMENTS:

A total amount of **INR: 11, 42,602/- (Eleven lakhs forty two thousand six hundred and two only)** will be paid for the Consultancy services for setting up of STEM labs in schools in Bangalore.

A total of **INR: 11,42,602/-** will be paid before the end of March 2025 on receipt of a consent letter from STEM confirming the timeline of the installation, the teacher's training program period and the submission of completion letter along with a detailed report.

Payment Terms

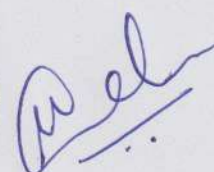
- Term 1 (100%) on signing of MOU – **INR: 11,42,602/-**

*** The amounts are inclusive of all taxes and TDS as applicable will be deducted from the amount paid.**

3B. All payments are to be made through bank transfers to **STEM Learning Pvt. Ltd.** bank account.

4. Consultant's Representations and Warranties

- The Consultant warrants that it has adequate knowledge, expertise, skills and resources to provide the Services upon which CONCERN is entirely reliant and the Consultant hereby represents and warrants to CONCERN that:
 - The Consultant has satisfied itself as to, and adopts and accepts full responsibility for the Services rendered by it;
 - The Consultant will exercise, in providing of the Services, envisaged under the terms of the Agreement, all the skill, care and diligence to be expected of a reputable, multi-disciplined team of specialists.
 - The personnel/ staff engaged by the Consultant for providing the Services are skilled, competent and experienced having regard to the nature and extent of the Services.
 - It has obtained and possesses all the necessary approvals, certifications and authorizations under the applicable law, to perform the Services and otherwise perform its obligations under the Agreement.



5. OBLIGATIONS OF CONCERN

- a. CONCERN shall, subject to fulfillment of all the obligations by the Consultant as stipulated in this Agreement, pay the Fees as set out in Clause 4A hereinabove and in accordance with the terms and conditions of this Agreement;
- b. To provide all the necessary/ relevant information that is required by the Consultant for efficient execution of the Services.

6. INDEMNITY

a. The Consultant shall indemnify and keep fully and effectively indemnified CONCERN, its affiliates, officers, agents and employees (together referred to herein as the “**Indemnified Party**”) and each of them from and against all claims, losses, costs, injuries, damages and expenses that may be incurred by any of the Indemnified Party arising out of or as a result of or in connection with, or as a consequence of any breach of this Agreement, or any negligent act, error or omission by the Consultant, its affiliates, officers, agents and employees, or by virtue of the infringement of any intellectual property rights arising out of the use of any material furnished by the Consultant or in the provision of the Services by the Consultant.

7. TERMINATION

- a. This Agreement may be terminated by CONCERN upon giving sixty (60) days prior written notice to the other party without assigning any reason.
- b. Either Party shall be entitled to terminate this Agreement forthwith in writing in the event that the other Party: If either Party commits a material and continuing breach of its obligations under this Agreement and fails to remedy the same (if capable of remedy) for a period of 15 days after written notice of the breach by the Other Party;
- c. CONCERN can terminate this Agreement forthwith if the Consultant abandons the Services or is in fundamental breach of this Agreement.
- d. This agreement may be terminated by either party, in case a winding-up decree has been obtained against the other party or the other party enters into liquidation or commits an act of bankruptcy or has an administrator or receiver appointed over the whole or any part of its assets.
- e. Termination of this Agreement shall be without prejudice to the acquired rights and obligations of the parties existing at the date of termination (including the right to take action in respect of the circumstances giving rise to termination)



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7. MISCELLANEOUS PROVISIONS:

7.1 FORCE MAJEURE

7.1.1. The parties hereto will not be liable for non-fulfillment of their respective obligations hereunder, if such non-fulfillment is due to an external, extraordinary and unforeseeable event such as strikes, riots, war, invasion, fire, explosion, floods, acts of government agencies or instrumentalities, and other contingencies of similar nature beyond the control of the party primarily affected.

7.1.2 The party primarily affected by the Force Majeure situation will promptly notify the other party of such a situation and its probable duration. Furthermore, the same party will use reasonable efforts to eliminate, cure and overcome the practical effect of any such causes upon its performance hereunder, and shall resume performance of such obligations as soon as practicable.

a. RELATIONSHIP

The Parties to this Agreement have a principal-to-principal relationship with each other.

b. ASSIGNMENT Rights and obligations from this Agreement may not be assigned to third parties without the written consent of the other party.

c. AMENDMENT Any terms, which amend or are supplementary to the terms of this Agreement, will be valid only if made in writing and duly signed by both the parties.

d. APPENDICES Any Appendices, approved and signed by both parties to the present Agreement are to be considered an integral part thereof.

e. SEVERABILITY If any provision contained in this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provision will, nevertheless, be binding and enforceable, and the parties agree to substitute the invalid provision with a valid one, which most closely approximates the intent and the economic effect of the invalid provision.



- f. **WAIVER** The failure to exercise any right under this Agreement will not be considered a renunciation of that right.
- g. **ENTIRE AGREEMENT** This instrument contains the entire agreement between the parties and is merged herein with all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise or condition not incorporated herein shall not be binding upon either party and this agreement supersedes and is in lieu of all or prior agreement between the parties with respect to the subject matter hereof. Any modification of any provision of this agreement must be in writing and signed by authorized representatives of the parties hereto.

7.2 CONFIDENTIALITY

- a. Both the Parties shall keep confidential all information related to each other or the other's affiliates including all information in written or unwritten form and whether or not specifically designed to be confidential. Such information may include, without limitation, information related to past, present, and/or future business activities, processes, techniques, business plans, formulations, products, testing, storage and other methodologies and norms, services, trade secrets and other technical knowledge including the product briefs, samples, designs, work-in-progress and the fact and contents of and relating to this Agreement between the Parties, whether such information is disclosed by any party or becomes known during the term of this Agreement.
- b. Both parties shall not disclose or use such confidential information for any other purpose other than the one for which it is disclosed without the prior written consent of the other save that either party shall be entitled to disclose the same as is required to be disclosed by a party by an order of any court of competent jurisdiction in connection with my proceedings of any such court or otherwise by force of law or regulation having the force of law or the rules of any regulatory authority.
- c. **LAW AND JURISDICTION** This Agreement shall be governed by, and construed in accordance with the laws of India, notwithstanding the outcome otherwise determined by any conflict of law



resolution method. Should the parties fail to reach an amicable settlement in case of a dispute arising out of the performance and/ or interpretation of the present Agreement, the parties submit to the exclusive jurisdiction of the competent Courts of Mumbai, State of Maharashtra, India.

- d. **CORPORATE GOVERNANCE** Either Party represents that no benefit, either in cash or in kind has been provided/received by/ to any officer or employee, or any relative/associate of any officer or employees of the other Party or of any of its associate companies, in order to secure this Agreement and Consultant undertakes not to provide any benefit, either in cash or in kind to any such officer/ employee/relative/associate as reward or consideration either for securing this Agreement of any other matter related to this Agreement.
- e. **AGREEMENT IN COUNTERPART** This Agreement shall be executed in two originals for the benefit of the Parties and each copy shall be the original as against the other.

IN WITNESS WHEREOF, THE PARTIES HEREIN AFOREMENTIONED HAVE AFFIXED THEIR SIGNATURES ON DATE MENTIONED ABOVE

For Concern India Foundation

Sankalita Das

Branch Manager

Concern India Foundation

Sankalita Das



ACCEPTANCE

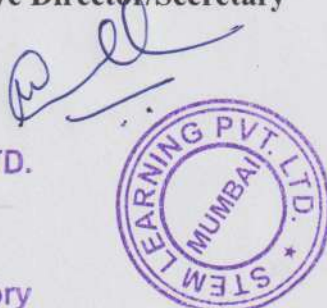
Name of the Organization: STEM Learning Pvt. Ltd.

Authorized Signatory: Executive Director/Secretary

Official Seal:

Date: 21-03-2025

For STEM LEARNING PVT.LTD.



Authorised Signatory

List of Project Site

Schools Name:

1. Sharon School, Jalahalli, Bangalore
2. Moulana Azad Modern School, Shivajinagar, Bangalore

List of the Annexure:

- Annexure 1 : Project Workplan
- Annexure 2: Implementation Plan
- Annexure 3: POC Details
- Annexure 4: Budget

Annexure 1: Project Work plan

Strategy 1: Installation of STEM Labs

Planned activity 1: Installation of STEM Labs in School

Activity Description:

After signing the MOU, infrastructure refurbishment work will start in all the schools. Refurbishing the room allocated for science lab installation will take 2-3 days.

STEM Lab installation will be completed by the first week of March in school. The installation will be done simultaneously with the infrastructure refurbishment work. The 80 models will be installed in the STEM Lab. The STEM lab will also include - 80 user placards, 40 backgrounds with explanations, 1 safety placard and a teacher manual.

Time: March 2025

Input Needed for carrying out the activity: List of the required items, list of students

Expected Quantitative Output	Indicators of change	Means of Verification
<ul style="list-style-type: none"> STEM Labs installed in 2 schools 	<ul style="list-style-type: none"> Installation of 02 STEM Labs 	<ul style="list-style-type: none"> Pre & post photos of the room Installation Report of each location List of 80 models

Planned activity 2: Teacher's Training

Activity Description:

Two rounds of training will be provided to the teachers at two schools. Organizing series of two training

program for teachers:

Training Part	For	Day / Hours	Topic Cover	Time line
1 st Training	Teachers	1 day (6 to 8 Hours)	Introduce module how to teach students, orient the teachers on the models, their usage	In the month of March
2 nd Training	Teachers	1 day (6 to 8 Hours)	Address the issues in the schools, troubleshoot the problems and assess the usage and feedback.	In the month of August

The training sessions aim to acquaint teachers with the models, their practical applications, and how they could effectively integrate them into their teaching methodologies.

Time: March 2025- Sep-Oct 2025

Input Needed for carrying out the activity:

Training module

Expected Quantitative Output	Indicators of change	Means of Verification
<ul style="list-style-type: none"> Two rounds of teachers training 	<ul style="list-style-type: none"> Enhance the understanding of the teachers on the usage of models 	<ul style="list-style-type: none"> List of the teachers Feedback from the teachers Teachers training report & photos

Planned activity 3: Baseline and end line assessment

Activity Description:

The baseline assessment will be conducted in March 2025, followed by the end line assessment in February-March 2026 at three locations. Both assessments will be conducted for the students and teachers in all the schools to evaluate their understanding of Science and Mathematics. Assessment forms will be filled out by both students and teachers, and the collected data will then be analyzed across various parameters, such as their proficiency levels, familiarity with models, and enthusiasm for Science and Mathematics.

Time: March 2025- March 2026

Input Needed for carrying out the activity:

Baseline and end line assessment forms, feedback

Expected Qualitative Output	Indicators of change	Means of Verification
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<ul style="list-style-type: none"> • Increase in student interest and engagement in STEM subjects. 	<ul style="list-style-type: none"> • Enhance the understanding of the students in Science and Maths 	<ul style="list-style-type: none"> • Regular attendance • Assessment forms • Teachers feedback
Expected Quantitative Output	Indicators of change	Means of Verification
<ul style="list-style-type: none"> • Assessment done in 02 schools 	<ul style="list-style-type: none"> • Positive feedback and on learning experiences. • Improvement in assessment scores of students and teachers. 	<ul style="list-style-type: none"> • Assessment forms, reports and Photos

Planned activity 4 : DIY Activities & Inauguration

Activity Description:

DIY (Do It Yourself) activities will be conducted in all the Schools which will be based on hands-on experience, exploratory tasks that encourage learners to actively engage with STEM concepts through practical application. These activities will be designed to foster creativity, critical thinking, problem-solving, and a deeper understanding of theoretical concepts by making them tangible. The certificates will also be distributed to all the students who will be participating in the DIY activities. Along with this, the inauguration will be conducted in the selective schools.

Time: July- Aug 2025

Expected Quantitative Output	Indicators of change	Means of Verification
<ul style="list-style-type: none"> • DIY activities & Inauguration will be conducted in all the schools 	<ul style="list-style-type: none"> • Enhance the creativity & critical thinking 	<ul style="list-style-type: none"> • Photos & report • Certificates

Strategy 2: Maintenance of the Models

Planned activity 1: Maintenance of the Models

Activity Description:

Maintenance –

- Maintenance is for 3 years. This includes cleaning, servicing and replacement if any in 5 schools.
- Maintenance for first year is free and the cost is for the next two years.

- 1st year maintenance is inclusive in the set up cost from the date of installation that will ensure the following.
- Maintenance, cleaning, oiling and checking the models.
- Under maintenance, models will be repaired for damages such as LED repairing, broken threads etc.
- However, if the model is completely broken due to mishandling, it will not fall under the scope of maintenance.

Repairing will be done within 15 working days from the day of raised query

Time: March 2025- February 2028

Input Needed for carrying out the activity:

Maintenance of the models- replacing and repairmen

Expected Quantitative Output	Indicators of change	Means of Verification
<ul style="list-style-type: none"> • 100 % Maintenance of the models 	<ul style="list-style-type: none"> • Good quality of models • Timely replacement and repairmen of the models 	<ul style="list-style-type: none"> • No. of models got replaced and repaired

Planned Activity 2: Branding in all the Schools

Activity Description:

Branding will be done in all the schools which include stickers in all the models & banner. Plaque/Display board will be put up mentioning Donor & Concern support in the STEM lab.

Social media posts of the support provided by the donor will be made on Concern's social media handles tagging the donor.

Time Frame: March 2025

Input Needed for carrying out the activity: Stickers, display boards, photos

Expected Quantitative Output	Indicators of change	Means of Verification
<ul style="list-style-type: none"> • Display boards in the STEM Lab • Stickers on the equipment • Banner 	<ul style="list-style-type: none"> • Visibility & Branding 	<ul style="list-style-type: none"> • Branding • Photos and posts on social media



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Strategy 3: Management Information System and Documentation

Planned activity 1: Documentation		
Activity Description : Documentation & reporting will include the following points - <ul style="list-style-type: none"> • Photos and videos of the STEM Lab sessions, testimonials from teachers and students etc. will be collected to demonstrate the benefits in the children. • Sharing the report of Installation, teacher's training, baseline and end line within the exact timelines • Sharing the data on the utilization of STEM Lab in 2 Schools in the shared format (MIS) on a monthly basis 		
Time: March 2025- March 2026		
Input Needed for carrying out the activity: Laptop or computer system, reports Updated MIS sheet		
Expected Quantitative Output	Indicators of change	Means of Verification
<ul style="list-style-type: none"> • All the documentation part will be shared timely 	<ul style="list-style-type: none"> • Increase in the utilization of stem labs 	<ul style="list-style-type: none"> • MIS • Project reports • Success studies and videos

Expected Outcome:

- 2 STEM Labs established
- 100 % teachers enhancement of skills in teaching science and mathematics with the support of models
- Increased in the utilization of models by the students in the schools

Expected Impact

a) Expected Impact from the Beneficiaries

- The improved interest of students in learning science and mathematics by creating child friendly ecosystem which is fun and hence enjoyable.
- Improve regularity in conducting the science and math classes through better engagement of teachers in teaching.
- Empowering teachers with easy teaching aids.




Annexure 2: Below is the implementation plan:

Particulars	Year 1(2025)		Year 2(2025-26)	
	March 2025	July-Aug 2025	Sept-Oct 2025	Feb-March 2026
Onboarding Meeting				
MOU with the vendor				
Infrastructure refurbishment				
Installation of STEM Labs				
Branding				
Teachers Training				
Baseline assessment				
DIY activities & Inauguration				
End line Assessment				
Maintenance of Models	<i>Ongoing till Feb 2028</i>			
Reporting	<i>Ongoing till March 2026</i>			

Annexure 3: POC Details-

From Concern India Foundation			
Location	Name of POC	Contact No.	Email Id
Bangalore	Gayathri Programme Team	9986257224	Bangaloreprogrammes1@concernindia.org
From STEM Learning PVT. Ltd.			
Location	Name of POC	Contact No.	Email Id
Bangalore	Mahesh Corporate Partnership Manager	9739737716	mahesh.kumar@stemlearning.in
	Muskan Jain	8595860552	muskaan.jain@stemlearning.in




Annexure 4 – Budget

STEM lab and training					
Sl.no	Particulars	Unit	Unit cost	Amount	Remarks
1	STEM Labs (inclusive of tax)	2	400201	800402	STEM Labs setup in 2 Bangalore schools, one in each. STEM lab will include - 80 models, 80 users placards, 40 background with explanations, 1 safety placard, a teacher manual, and 1 banner, including all costs for transportation, installation etc
2	Infrastructure cost (for the refurbishment of the room) (Inclusive of Tax)	2	47200	94400	Cost of setting, shelves, tables, electrical fittings and any other necessary refurbishment in the school
3	Training of teachers (2 sessions) (Inclusive of Tax)	2	41300	82600	Training will be conducted for all teachers in the school on how to use the lab in the classroom. 2 sessions will be conducted in each of the school. The cost is inclusive of taxes
4	Student Assessments	2	41300	82600	Baseline and End line assessments will be conducted of the students in the school
5	Maintenance cost	2	41300	82600	Maintenance is for 3 years. This includes cleaning, servicing and replacement if any in the school. Maintenance for 2 more additional years and the cost included.
	Subtotal			11,42,602	



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