

CONSULTANCY SERVICES AGREEMENT

This Consultancy Services Agreement (“Agreement”) is made and executed on this 19th February 2026 by and between: Concern India Foundation, having its registered office at 6th floor, 34, Rampart House, K Dubash Marg, Kala Ghoda, Fort, 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, with a significant presence in seven major cities in India. While extending support in the field of education for the last many years, CONCERN observed various challenges that affect the quality of education for underprivileged children. In attempts to bring about improvements in the quality of education, CONCERN decided to focus on programs that work towards enhancing scientific interest among school-going students.

Through this Project, CONCERN will reach out to 1710 students in Hyderabad, from low-income/government schools to enhance their STEM education. As part of this Project, STEM Lab will be set up which is a educational, 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 & strengthen 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 tabletop working models with backdrops and manuals in Telugu & English, providing hands-on experience for learning Science and Mathematics for Classes 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

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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 the 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 by the terms and conditions of this Agreement

2. SCOPE OF THE SERVICES

The Consultant shall provide consultancy services for the Project to the identified schools, as directed by CONCERN, for the establishment of 2 STEM Labs at ZPHS, Saroornagar, Rangareddy, and GHS Ghouse Nagar School, Hyderabad.

This programme will benefit a large number of students to develop an interest of students in learning science and math lessons from the less privileged section of society:

Sr. No.	School	Locations	No. of Students
1	Zilla Parishad High School	Saroornagar Rangareddy	852
2	Government High School	Ghouse Nagar Hyderabad	858
	Total		1710

2.1 Roll-out plan

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

2.2 Installation of STEM Lab in School



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Facilitate the obtaining of permission from the concerned 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 the school in terms of power supply, furniture, space, and cleanliness.

2.3 Teacher's training

Organizing a series of two training programs for teachers:

1st training for teachers will be conducted in **March 2026** at the project level (Beginning of the project), focusing on using various models for teaching students/methodology/motivation/events organized every year under the program, and the expected role of teachers.

2nd training for teachers will be conducted in the month of **August-September 2026** to discuss issues at the school level, focusing on problem-solving and encouraging the use of the STEM Lab of all 80 models for the teachers to identify the challenges faced and discuss.

2.4 Reporting, Monitoring & Evaluation

- Undertake M&E activities for baseline and end-line data.
The baseline assessment will be conducted in March 2026, followed by the endline assessment in February or March 2027 at Zilla Parishad High School, Saroornagar, Rangareddy, & government High School, Ghouse Nagar, Hyderabad. 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 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 the STEM Lab in the shared format (MIS Format attached)

Reports to be provided:

Sr. No.	Report	Submission date
1	Installation Report	March 2026
2	First Teacher's Training Report	March 2026
3	Baseline Assessment Report	March 2026
4	Inauguration & DIY Activities Report, testimonials, and case studies	March 2026



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5	Second round of Teacher's Training Report	September 2026
6	Endline Assessment Report	March 2027
7	Annual Report	March 2027

2.5 Maintenance –

- Maintenance is for 3 years
- 1st year maintenance from 1st April 2026 to 31st March 2027, 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 the Government High School, Ghouse Nagar, Hyderabad, & zilla Parishad High school
- 2nd year maintenance from 1st April 2027 to 31st March 2028
- 3rd year maintenance from 1st April 2028 to 31st March 2029
- 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 the query is raised

3. TERM

Unless terminated earlier by the terms contained herein, the term of this Agreement commences on **19th February 2026** and will terminate on **31st March 2026** (“Term”)

3.1 FEES, PAYMENTS, AND SETTLEMENTS:

A total amount of **INR: 11,00,000/- (Eleven Lakhs Only)** will be paid for the Consultancy services for setting up of 2 STEM labs in 2 schools in Hyderabad.

A total of **INR: 11,00,000/-** will be paid before the end of March 2026 on receipt of tax invoices and completion of work. Also, sharing the installation report, the teacher's training, DIY activities, baseline assessment report, and the submission of a completion letter along with a detailed report.

Payment Terms

- Term 1 (50%) on signing of MOU - INR: 5,50,000/-
- Term 2 (40%) on the completion of the first Teacher Training Program – INR: 4,40,000/-
- Term 3 (10%) after submission of Baseline Report –INR: 110000/-

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

3.2 All payments are to be made through bank transfers to **STEM Learning Pvt. Ltd.**'s bank account.

- 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:



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- 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 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.

4. OBLIGATIONS OF CONCERN

- 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 by the terms and conditions of this Agreement;
- To provide all the necessary/ relevant information that is required by the Consultant for efficient execution of the Services.

5. INDEMNITY

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 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.

6. TERMINATION

- This Agreement may be terminated by CONCERN upon giving sixty (60) days prior written notice to the other party without assigning any reason.
- 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 15 days after written notice of the breach by the Other Party;
- CONCERN can terminate this Agreement forthwith if the Consultant abandons the Services or is in fundamental breach of this Agreement.
- 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.
- 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)



For **STEM LEARNING PVT. LTD.**

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Authorised Signatory

7. MISCELLANEOUS PROVISIONS:

7.1 FORCE MAJEURE

- 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.
- 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.

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

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

7.4 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 parties.

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

7.6 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.

7.7 WAIVER The failure to exercise any right under this Agreement will not be considered a renunciation of that right.

7.8 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



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provision of this agreement must be in writing and signed by authorized representatives of the parties hereto.

7.9 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.

7.9 LAW AND JURISDICTION This Agreement shall be governed by, and construed by 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.

7.8 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 any of its associate companies, 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.

7.9 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 THE DATE MENTIONED ABOVE



For STEM LEARNING PVT. LTD.

Authorised Signatory

For Concern India Foundation



Manisha Desai
Deputy CEO

ACCEPTANCE

Name of the Organization: STEM Learning Pvt. Ltd.

Authorized Signatory: Executive Director/Secretary

Official Seal:

Date:

List of Project Sites

School Name:

- 1. Government High School, Hyderabad**
- 2. Zilla Parishad High School, Rangareddy**

List of the Annexure:

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

Annexure 1: Project Workplan

Strategy 1: Installation of STEM Labs

Planned activity 1: Installation of 2 STEM Labs in the school



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Activity Description:

After signing the MOU, infrastructure refurbishment work will start in the school. Refurbishing the room allocated for STEM Lab installation will take 2-3 days.

The STEM Lab 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 background placards with explanations, 01 safety placard, and a teacher manual.

Time frame: Feb-March 2026

Input Needed for carrying out the activity:

- MOU
- Implementation plan
- Designated room for STEM Lab

Expected Quantitative Output	Indicators of change	Means of Verification
STEM Labs installed in 2 schools at 2 locations	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. Two rounds of training will be provided to the teachers at the School, Hyderabad. Organizing a series of two training programs for teachers:

Training Part	For	Day / Hours	Topic Cover	Time line
1 st Training	Teachers	1 day (6 to 8 Hours)	Introduce a module on how to teach students, orient the teachers on the models, and their usage	March 2026
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.	August – September 2026

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 2026- August 2026



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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 teacher 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 Teacher's training report & photos

Planned activity 3: Baseline and end-line assessment

The baseline assessment will be conducted in March 2026, followed by the endline assessment in February-March 2027 at the school. Both assessments will be conducted for the students and teachers in the school 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 frame: March 2026 – March 2027

Input Needed for carrying out the activity:

Baseline and end-line assessment forms, feedback

Expected Qualitative Output	Indicators of change	Means of Verification
<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 	<ul style="list-style-type: none"> Positive feedback and learning experiences. Improvement in assessment scores of students and teachers. 	<ul style="list-style-type: none"> Assessment forms, reports, and Photos



Planned activity 4:2 DIY activities and Inauguration of STEM lab in one School

DIY (Do It Yourself) activities will be conducted in the school to provide students with hands-on learning experiences. These activities will be based on exploratory tasks that encourage learners to actively engage with STEM concepts through practical application. Designed to foster creativity, critical thinking, and problem-solving skills, the DIY activities aim to help students develop a deeper understanding of theoretical concepts by making them tangible and relatable.

To recognize and encourage student participation, certificates will be distributed to all those who take part in these activities. Additionally, inauguration ceremonies will be organized in the school to officially launch the STEM Lab. These events will highlight the partnership between the donor, Concern India Foundation, and the schools and will include participation from students, teachers, school authorities, and community members.

Time frame: March 2026

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 4: Maintenance of the Models

Activity Description:

Maintenance –

- Maintenance is for 3 years. This includes cleaning, servicing, and replacement, if any, in 2 schools.
- Maintenance for the first year is free, and the cost is for the next two years.
- 1st year maintenance is inclusive in the setup 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 raised query

Time: March 2026- April 2029

Input Needed for carrying out the activity:

Maintenance of the models- replacement and repair



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 repair of the models 	<ul style="list-style-type: none"> No. of models got replaced and repaired
<p>Planned Activity 5: Branding in all the Schools Branding will be done in the schools, which includes stickers on 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.</p>		
<p>Time Frame: March 2026</p>		
<p>Input Needed for carrying out the activity: Stickers, display boards, photos</p>		
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

Strategy 2: Documentation

Planned activity 1: Documentation		
<p>Activity Description: Documentation & reporting will include the following points -</p> <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 for the children. Sharing the report of Installation, teacher's training, baseline, and end line within the exact timelines 		
<p>Time: March 2026- March 2027</p>		
<p>Input Needed for carrying out the activity: Laptop or computer system, reports</p>		
Expected Quantitative Output	Indicators of change	Means of Verification
<ul style="list-style-type: none"> All the documentations 	<ul style="list-style-type: none"> Increase in the 	<p>Project reports</p>



shared timely	utilization of STEM labs	• Success studies and videos
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Expected Outcome:

- Two STEM Labs will be established in the school located in Hyderabad.
- 100 % teachers' enhancement of skills in teaching science and mathematics with the support of models
- An increase in the utilization of models by the students in the schools

Expected Impact

a) Expected Impact on the Beneficiaries

- The improved interest of students in learning science and mathematics by creating a child-friendly ecosystem that 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 for 02 Schools - GHS, Ghouse Nagar, Hyderabad, & ZPHS Saroornagar, Rangareddy

Particulars	Jan	Feb	March	May	July	August	Sept	Oct	Nov	Dec	Jan	FEB	March
Meeting/Discussion with the vendor													
MOU with Vendor													
Infrastructure Refurbishment													



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