



महाराष्ट्र MAHARASHTRA

२०२१

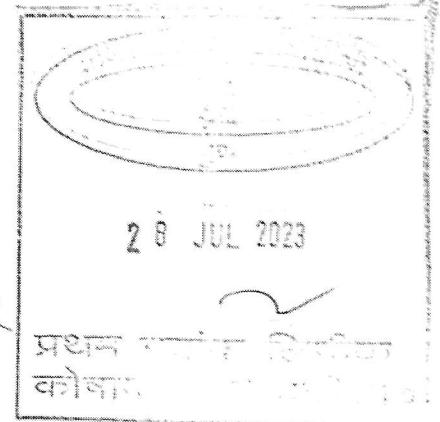
दिनांक.....  
नुदांक शुल्क रक्कम.....  
दस्तावा पकार.....  
दरत नोटणी जरणार आहेत का ?.....  
नुदांक विकत घेणाऱ्याचे नाव व पत्ता  
दुसऱ्या पक्काकाराचे नाव.....  
हस्ते द्यक्तीचे नाव व पत्ता.....  
S  
नुदांक विकत घेणाऱ्याची सही

© 2023 ©

31/07/2023  
500+100+100=700/  
Corporate Social Responsibility  
(CSR) Agreement

GLENMARK LIFE SCIENCES, LTD.  
ANDHERI (E) MUMBAI 400099

CA 944838



Sachin Bhinge Pune  
ग्रन्ड कॉर्पोरेशन  
सौ. सुनीता डे. बोबले.  
परवाना क २२०११३०  
८२९ गुरुवार पैठ पुणे ४२

ज्या कारणासाठी उद्योगी नुदांक उरेदी केला आहे त्याच कामालाई

नुदांक उरेदी केल्यासाठून इ. सहित्यात वापरणे क्षेत्रकारक आहे.

### Corporate Social Responsibility Agreement

Dated: 20 October 2023

Between

Glenmark Life Sciences Ltd.

And

Seva Sahayog Foundation





महाराष्ट्र

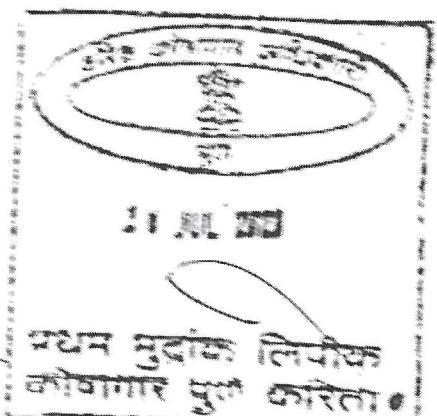
० २०२३ ०

८३१ २३६६७६

१०० रुपये  
१०० रुपये  
Corporate Social Responsibility  
Agreement

GLENMARK LIFE SCIENCES LTD.  
ANCHAL B. MUMBAI 400098

Sachin Bhinge, Pune  
गणेश भिंगे, पुणे  
महाराष्ट्र  
२० अक्टूबर २०२३



Corporate Social Responsibility Agreement

Dated: 20 October 2023

Between

Glenmark Life Sciences Ltd.

And

Seva Sahayog Foundation



Scanned with OKEN Scanner



महाराष्ट्र MAHARASHTRA

संस्कृताक्षर २०८२।

दिनांक .....

मुद्रांक शुल्क रक्कम .....

दस्तावच प्रकार .....

दस्त नोंदनी करणार आहेत का ? .....

मुद्रांक विक्रित घेणाऱ्याचे नाव व पत्ता

दुसऱ्या पक्काराचे नाव .....

हस्त व्यक्तीचे नाव व पत्ता .....

S

मुद्रांक विक्रित घेणाऱ्याची सही

○ 2023 ○

31/07/2023

500+100+100=700/

Corporate Social Responsibility  
(CSR) Agreement

GLENMARK LIFE SCIENCES, LTD.  
ANDHERI (E) MUMBAI 400099

Sachin Bhide Pune

ms. S.J. Bombie

सौ. सुनीता जे. बोंबले.

परदाना क्र. २२०९९३०

७२१ गुरुवार पेठ पुणे ४२

63AA 296876



20 JUL 2023

मराठम् मुद्रांक लिपीक  
संस्कृताक्षर भुली कारिता.

ज्या कारणाताठी ज्यांनी मुद्रांक खरेदी केला आहे दस्तावच कानूनाताठी

मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे वधनकारक आहे.

### Corporate Social Responsibility Agreement

Dated: 20 October 2023

Between

Glenmark Life Sciences Ltd.

And

Seva Sahayog Foundation



## AGREEMENT: CORPORATE SOCIAL RESPONSIBILITY

This Corporate Social Responsibility Agreement ("Agreement") is made effective from **20 October 2023** ("Effective Date") by and between:

**Glenmark Life Sciences Limited**, a company incorporated under the laws of India and having its registered office at Plot No 170-172, Chandramouli Industrial Estate, Mohol Bazarpath Solapur-413 213, MH, India and having its corporate office at 4th Floor, OIA House, 470, Cardinal Gracious Road, Andheri (E), Mumbai 400099, India hereinafter referred to as "**GLS**" or the "**First Party**" (which expression, unless repugnant to the context or meaning hereof, shall include its successors, affiliates, administrators and assigns) of the **FIRST PART**.

**AND**

**Seva Sahayog Foundation (SSF)**, a charitable Not-for-Profit company registered under the Companies Act, 2013 with Registration No. U85100PN2009NPL168137 and CSR 1 No. CSR00000756, Pune, **PAN: AAITS8081R**, with its office located at Plot no. 75, Tulshibagwale Colony, Sahakar Nagar No. 2, Parvati, Pune 411009, Maharashtra, India "**Second Party**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the Second Part;

The First Party and the Second Party shall hereinafter individually be referred to as a "**Party**" and collectively as the "**Parties**".

### RECITALS

A. Whereas the First Party is a pharmaceutical company to which the CSR criteria is applicable under pursuant to Section 135 of the Companies Act, 2013 (as amended) ("Act") read with the Companies (Corporate Social Responsibility Policy) Rules, 2014 (as amended) ("Rules").

A. Whereas the Second Party is non-government non-religious non-profitable social welfare not-for-profit organization, which works predominantly in the sector of education, empowerment and environment, including:

- To provide financial support to institute for the welfare, care, education, training to the less privileged strata of the society; and
- To work for the welfare of the rural children, students, youth community, women, mentally retarded as well as aged and infirm people.

B. Whereas the First Party, has agreed to provide or make available funds or consumables or goods or equipment or materials or assets etc. or a combination thereof (individually or collectively referred to as "**Funding**") to the Second Party for developing, implementing, executing, conducting, coordinating and carrying out CSR Activities subject to compliance with the terms and conditions of this Agreement and in the manner and form specified in **Schedule I and II** hereto.

**NOW THEREFORE, GOOD AND SUFFICIENT CONSIDERATION, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

#### **1. COMMENCEMENT, VALIDITY AND RENEWAL**

- 1.1. This Agreement shall commence on **20 October 2023** (Effective Date) and shall remain valid for a period



upto 31 March 2024 ("Term"), unless terminated earlier as per Clause 9.

1.2. This Agreement shall stand expired by the efflux of time on the last day of the Term, unless renewed in writing by the authorized representatives of the Parties.

## 2. REPRESENTATIONS AND WARRANTIES

The Second Party represents and warrants that:

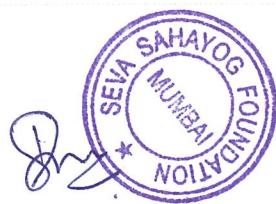
- 2.1. It has valid registrations, certificates, permissions, sanctions, licenses, approvals, renewals etc. in accordance with all Applicable Laws, for developing, implementing, executing, conducting, coordinating and carrying out CSR Activities.
- 2.2. It has the necessary experience, expertise and established track record and is capable of associating with GLS for undertaking CSR obligation relating to the Project in compliance with the provisions of Applicable Laws, as amended from time to time.
- 2.3. It is authorized to collect the funding and confirms that the payment shall be used only for the implementation of the Project.
- 2.4. It shall comply with all requirements and formalities required to ensure GLS complies with its CSR obligations under Applicable Laws.
- 2.5. It possesses the ability to perform its obligations and responsibilities under this Agreement in accordance with the terms and conditions contained herein

## 3. INSTRUCTIONS TO & OBLIGATIONS OF SECOND PARTY

- 3.1. Project: The Second Party shall develop, implement, execute, conduct, coordinate and carry out the project, from time to time, as listed in Schedule I and II ("Access to Education: ViGyasa") as CSR Activities in accordance with this Agreement. Based upon the performance of the Second Party for the Project, GLS may assign further project to the Second Party.
- 3.2. Use of Funding: First Party, shall under the CSR Policy, provide Funding to the Second Party (in the manner and form specified in Schedule I) for developing, implementing, executing, conducting, coordinating and carrying out one or more Project in accordance with this Agreement and the instructions and directions issued by First Party from time to time.
- 3.3. First Party shall not provide any additional Funding in respect of work done outside the Project scope and/or after the expiry or earlier termination of this Agreement and takes no responsibility whatsoever for any such work. The Second Party shall be fully responsible for any other cost or expense incurred in connection with its performance of its obligations under this Agreement. The Second Party shall not utilize any Funding for purposes other than Project which qualify as CSR Activities under this Agreement. The Second Party shall not divert any Funding for the purpose of any business. The Second Party shall not work for the benefit of any particular religious' community or caste.

## 4. DUE DILIGENCE

- 4.1. Prior to the execution of this Agreement and Schedule I hereto, the Second Party shall submit all the documents and/or information as may be requested by First Party.



- 4.2. The Second Party shall be in compliance with, but not limited to, any registration, exemption, certificate, permission, sanction, license, approval, renewal etc. obtained by the Second Party being subject to Applicable Laws and local regulations.
- 4.3. The First Party shall always have rights to audit Second Party's documents and information.

## 5. ACCOUNTS AND REPORTING

- 5.1. **Disbursement of Funding:** The Funding for the Project shall be disbursed by the First Party in such mode and manner as may be specified in **Schedule II** by the First Party.
- 5.2. **Maintenance of Accounts:** The Second Party shall at all times during the Term of this Agreement maintain such documentary accounts in connection with utilization of the Funding and provide the First Party of inspection and audit of the same.
- 5.3. **Annual Audited Statement:** The Second Party shall prepare and submit an annual audited statement consisting of details such as balance sheet, income and expenditure statement, receipts and payments account, notes on accounts, statutory auditor's report and any other information as may be specified by First Party as and when it is finalized or published.
- 5.4. **Reimbursement of Expenses:** Any claim for reimbursement by the Second Party, must be pre-approved by GLS, and shall be accompanied with all underlying and supporting documents to the satisfaction of the First Party along with the copy of written approval of First Party.
- 5.5. **Reports:** The Second Party shall prepare monthly, quarterly reports in such form and manner as may be required by First Party including as per CSR Rules. The report shall contain a description of the activities undertaken, a review of progress and the results achieved in the quarter being reported.
- 5.6. **Reports and Certificates:** The Second Party agrees to provide all the Reports and Certificates as required under the applicable laws and as required by GLS.

## 6. STAFF AND PERSONNEL

The Second Party shall only engage qualified and skilled staff, personnel, employees, agents and any persons, associations, institutions etc. The Second Party shall be fully responsible for their salaries and payments.

## 7. INDEMNITY

Second Party shall promptly indemnify, defend and keep harmless GLS their respective officers, directors, shareholders, employees, sub-contractors and agents, either severally or jointly, as the case may be, from and against any and all claims, costs (including legal costs and expenses), fees, expenses, liabilities, losses or damages (of whatsoever nature or description) associated with any claim and/or third party claim, of whatsoever nature brought against, sustained or incurred by GLS and whether paid for or not and arising under this Agreement including due to: (i) breach of the terms of the Agreement; (ii) violation of Applicable Laws; (iii) misuse of the Funding; (iv) any act or omission of staff, personnel, employees, agents and any persons, associations, institutions etc. engaged by the Second Party which cause any death, injury or loss to any third party or their properties.

## 8. REMEDIES

Notwithstanding anything else contained in this Agreement if the Second Party fails to comply with the terms and conditions of this Agreement), then First Party shall be entitled to terminate this Agreement and/or to avail all such legal remedies as may be available to First Party under Applicable Law, including but not limited to withhold payment of the funding or any other amounts to the Second Party's failure in the event of Second Party fails to perform its obligations in full or in part in accordance with the terms and conditions of this



Agreement.

## 9. TERMINATION

- 9.1. The First Party shall be entitled to terminate this Agreement at any time during the Term without cause by giving 30 (Thirty) days written notice to the Second Party.
- 9.2. Notwithstanding anything contained herein above and without prejudice to the rights and remedies otherwise available under this Agreement or in law, First Party shall be entitled to terminate this Agreement with immediate effect on the occurrence of any of the following events of default:
  - 9.2.1. if the Second Party fails to observe or perform any of its obligations under this Agreement, and in the case of a failure capable of being remedied, the Second Party fails to remedy the same to the satisfaction of First Party within 7 (seven) days after First Party notifies the Second Party of such failure.
  - 9.2.2. if the Second Party fails to maintain all accounting records and documents in accordance with this Agreement
  - 9.2.3. if the Second Party breaches terms and conditions of the Agreement.
  - 9.2.4. if the Second Party is derecognized, loses affiliation or is prevented from accepting any Funding or carrying out CSR Activities
- 9.3. **Consequences of Termination:** In the event of termination of the Agreement due to any reasons whatsoever, the Second Party shall, at the discretion of the First Party, either show the completion of work till the termination date of the Agreement and shall refund the remaining funds provided by the First Party, or complete the work (to the satisfaction of the First Party) to fully utilize the funds provided the First Party. In either case, the Second Party agrees to provide with all the information, data and documents required by the First Party.

## 10. CONFIDENTIALITY

The Second Party understands and agrees that all the information shared under this Agreement and the Project shall be considered as "Confidential Information", and it shall ensure that such information is not disclosed to any third party or any person, other than for the purpose of this Agreement.

## 11. NOTICES

All the notices under this Agreement and the Project shall be send to the address mentioned above.

## 12. SEVERABILITY

If any court of competent jurisdiction or other competent authority holds that any provision of this Agreement is invalid or unenforceable for any reason then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired, and all remaining terms of this Agreement shall remain in full force and effect.

## 13. WAIVER

The failure of either Party to enforce at any time, or for any period of time, the terms and conditions contained herein shall not be construed to be waiver of any of the terms and conditions or of the right to enforce each and every term and condition of this Agreement.



#### 14. RELATIONSHIP

The relationship between First Party and the Second Party is on a principal-to-principal basis. Nothing contained in this Agreement shall be construed as having an effect of constituting a relationship of employer and employee or principal and agent between first party and the Second Party.

#### 15. ASSIGNMENT

The Second Party shall not assign any rights or obligations under this Agreement or the Project to any person without the prior written consent of GLS.

#### 16. SURVIVAL

Any provision of this Agreement which creates any rights or imposes any obligation after the expiry or earlier termination of this Agreement shall survive the expiry or earlier termination of this Agreement.

#### 17. GOVERNING LAW AND JURISDICTION

17.1. This Agreement shall be governed exclusively by, and shall be construed and enforced in accordance with the laws of India.

17.2. The competent courts of Mumbai shall have exclusive jurisdiction to settle any matter arising out of or in relation to this Agreement.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE HANDS OF THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN:

<p><b>For and on behalf of:</b> Glenmark Life Sciences Limited</p> <p> <i>Sumantra Mitra</i> Name: Sumantra Mitra Title: Senior VP- Human Resources Email : <a href="mailto:GLS.CSR@glenmarklifesciences.com">GLS.CSR@glenmarklifesciences.com</a></p>	<p><b>For and on behalf of:</b> Seva Sahayog Foundation</p> <p> <i>Dilip Moghe</i> Name: Dilip Moghe Title: Director Email: <a href="mailto:moghek@sevasahayog.org">moghek@sevasahayog.org</a></p>
<p><b>Witness 1:</b></p> <p> Name: Soumi Rao Title: General Manager–Corporate Communication</p>	<p><b>Witness 1:</b></p> <p> Name: Abhinandan Sah Title: Project Manager</p>



**Schedule I : Scope of the Project**

<b>Project Name and Details</b>	<p><b>Access to Education: Project ViGyasa</b></p> <p>Purpose: To support holistic transformation of the education system in India by nurturing scientific minds and building capacity of the teachers &amp; the students. Glenmark Life Sciences believes that a scientific education can help grow the creative &amp; logical mind-set amongst children. By taking into consideration this approach we have started "Project ViGyasa" which means "Vigyan Ki Jigyasa (Eagerness and curiosity to learn science). The aim of the project is to nurture young scientific minds in Government, Municipal and other schools funded by the State Government, Central Government, Trust etc.</p> <p>As part of the initiative we provide scientific kits to the school children, develop integrated science labs by focusing on the aspects of Chemistry, Biology and Physics. We provide specialised focused training and workshops for the school teachers to equip them with the functioning of the Integrated Science Labs and enrich their knowledge. We also help the school with 360 degree development by providing the basic amenities and facilities to create a learning ecosystem in the school through additional infrastructure support, sanitation, mentorship, workshops and awareness programs.</p>										
<b>Scope of work</b>	<p>GLS to partner with the Second Party to:</p> <ul style="list-style-type: none"> <li>● Establish 5 Well-equipped Integrated science labs focusing on physics, chemistry and biology for better understanding of Science subjects, develop scientific reasoning abilities and curiosity within students</li> <li>● Support with consumables to schools</li> <li>● Provide adequate infrastructure for proper functioning of science labs</li> <li>● Capacity building of the teachers and the students</li> <li>● Exposure activity to the school children</li> </ul> <p><b>Further, if GLS decides to proceed with the impact assessment, then the Second Party agrees to provide with the all the required document and necessary support.</b></p>										
<b>Objective</b>	<ul style="list-style-type: none"> <li>❖ Increase understanding of science as a subject and the various aspects of a scientific education</li> <li>❖ To provide students with Hands-On Experience</li> </ul>										
<b>Project Location</b>	<table border="1"> <thead> <tr> <th>No. of Schools</th> <th>Area/Village</th> <th>Block</th> <th>State</th> <th>Pin Code</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>Mohol</td> <td>Mohol</td> <td>Maharashtra</td> <td>413213</td> </tr> </tbody> </table> <p><b>Note: Schools will be identified in due course and approval will be taken from GLS before initiating the activity</b></p>	No. of Schools	Area/Village	Block	State	Pin Code	5	Mohol	Mohol	Maharashtra	413213
No. of Schools	Area/Village	Block	State	Pin Code							
5	Mohol	Mohol	Maharashtra	413213							
<b>No. of Beneficiaries</b>	<p>No. of School Children and standard: 1500   5th Std to 10th std</p> <p>No. of Teachers: 15 teachers</p>										
<b>Impact Indicators</b>	<ul style="list-style-type: none"> <li>● No. of Functional Integrated Science Lab facilities in 5 Primary Govt. Schools</li> <li>● No. of teachers who have improved their science teaching skills</li> <li>● No. of students who have actively participated in science activities, competition and events</li> <li>● Minimum 80% of total students to enhance their science scores in examination</li> </ul>										



	<ul style="list-style-type: none"> <li>● 100% of total students to be made aware about science and scientific education</li> <li>● All students to receive exposure activity</li> </ul>
<b>Outcome</b>	<ul style="list-style-type: none"> <li>● A functional "Integrated Science Lab" with all necessary equipment &amp; furniture.</li> <li>● Enhancement of teaching skill of science teachers to demonstrate the innovation on science concepts.</li> <li>● Enhance the leadership of the champion group students and demonstrate the peer learning process.</li> <li>● Exposure in the science based concept learning activities</li> </ul>



**Schedule II**  
**Budget, Timeline and Disbursement Schedule**

**Approved Budget for the FY 23-24:**

<b>Budget Summary (Establishment of Science Laboratories and Supply of Furniture and related Miscellaneous items for Government Schools, Capacity building of students and teachers)</b>					
<b>SI No.</b>	<b>Description of Items</b>	<b>Total Amount (Cost for 1 School)</b>	<b>Total Amount For 5 Schools</b>	<b>Tentative Date of Completion</b>	<b>Date of GLS Audit</b>
1	Science Laboratory Equipment's (For One School)	2,68,392.00	13,41,960.00	December 2023	January 2024
2	Science Laboratory Furniture Items (For One School)	6,96,863.00	3,44,315.00	December 2023	January 2024
3	Science Laboratory Miscellaneous Items (For One School)	1,16,793.00	5,83,965.00	December 2023	January 2024
4	Monitoring and Evaluation (M&E)	47,200.00	2,36,000.00	February 2024	March 2024
5	Teachers' Capacity Building (3 Physical Training)	53,100.00	2,65,500.00	January 2024	February 2024
6	AMC for For consumable items like Chemicals and Glassware)	1,18,000.00	5,90,000.00	March 2024	March 2024
7	Painting (whitewash & Putty) @ Rs. 75/sq.ft. (400 sq.ft. room)	35,400.00	1,77,000.00	December 2023	January 2024
8	Painting (Image and Bala like painting) @ Rs. 100/sq.ft. (400 sq.ft room)	47,200.00	2,36,000.00	December 2023	January 2024
<b>Total (for One School)</b>		<b>1,382,948.00</b>	<b>69,14,740.00</b>		
<b>Add: Admin Cost @ 5%</b>		<b>69,147.00</b>	<b>3,45,737.00</b>		
<b>Grand Total</b>		<b>1,452,095</b>	<b>72,60,477.00</b>		

**GLS will do the Audit on regular basis as per the activities and the final Audit at the end of the Project for closure and the Impact.**



**Disbursement Schedule:**

Installment	Month	Payment Milestone	Amount	% Distribution	Date of GLS Audit
Installment: I	Oct 2023 - Nov.2023	After signing of the agreement, submitting the grant request letter and initiating the Mini Science Lab activities	36,30,238.00	50%	December 2023
Installment: II	Dec.23 – Jan.24	After submitting the fund utilization certificate for earlier disbursal, progress report and grant request letter .	21,78,143.00	30%	February 2024
Installment: III	Feb 2024 – Mar 2024	After submitting the fund utilization certificate for earlier disbursal, progress report and grant request letter, completion certificate and project completion report.	14,52,096.00	20%	March 2024
<b>Total Amount</b>			<b>72,60,477.00</b>	<b>Seventy Two Lakh Sixty Thousand Four Hundred &amp; Seventy Seven Only</b> <b>Inclusive of all applicable taxes (If any)</b>	

**Any subsequent Installment shall be made only after GLS receives utilization certificate for the earlier installments / grants and funds are utilized to GLS' satisfaction.**

**Bank Details:**

CSR 1 Registration No.	CSR00000756
Name of the NGO/Section 8 company	Seva Sahayog Foundation
Bank Name	State Bank of India
Branch and Address	Santacruz East
IFSC Code	SBIN0013265
PAN No.	AAITS8081R
GST Applicable(If Any)	Not Applicable
Email ID	mumbai@sevasahayog.com



### Schedule III

Documents required to be submitted prior to execution of the Agreement:

1. Constitutional Documents like Trust Deed etc.
2. Permanent Account Number ("PAN")
3. Exemption Certificate(12AA,80G)
4. CSR 1 Registration Number
5. Bank Details

