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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

| | | |
|---------------------------|---|--------------------------------------|
| Certificate Issued Date | : | 04-Nov-2022 10:36 AM |
| Account Reference | : | IMPACC (IV)/ dl719703/ DELHI/ DL-DLH |
| Unique Doc. Reference | : | SUBIN-DLDL71970397842379441424U |
| Purchased by | : | Lady Bamford Charitable Trust |
| Description of Document | : | Article 5 General Agreement |
| Property Description | : | Not Applicable |
| Consideration Price (Rs.) | : | 0 (Zero) |
| First Party | : | Lady Bamford Charitable Trust |
| Second Party | : | Not Applicable |
| Stamp Duty Paid By | : | Lady Bamford Charitable Trust |
| Stamp Duty Amount(Rs.) | : | 200 (Two Hundred only) |



Please write or type below this line



SERVICE AGREEMENT

**THIS SERVICE AGREEMENT ('AGREEMENT') IS MADE ON THE DATE OF LAST SIGNATURE
AND EXECUTED AT NEW DELHI.**

Statutory Alert:

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy, please inform the Competent Authority.

BY AND BETWEEN

STEM LEARNING PVT. LTD., a company incorporated under Companies Act, 1956 and having its registered office at ICON 1205, Marathon Nextgen Campus, Opp. G.K. Marg, Lower Parel(W), Mumbai, Maharashtra- 400013, India, hereinafter referred to as "**SERVICE PROVIDER**", which expression shall unless repugnant to the context shall mean and include its successors and permitted assigns) of the ONE PART;

AND

LADY BAMPFORD CHARITABLE TRUST, a Trust registered under Section 80G of the Income Tax Act, 1961 vide Registration No. DIT (E)/2000 -2001/L-400/2000/91) and having its registered office at B-I/I-1, 2nd Floor, Mohan Co-operative, Industrial Estate, Mathura Road, New Delhi-110044 (hereinafter referred to as the "**LBCT**" which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

Service Provider and LBCT shall individually be referred to as 'Party' and collectively as 'Parties'.

WHEREAS:

1. LBCT has been set up to implement various corporate social responsibility initiatives by JCB India Limited and is engaged in undertaking activities which inter alia include creating better quality of life for vulnerable communities through Community engagement, education and employable skills projects in the communities
2. SERVICE PROVIDER has represented to LBCT that they are in the business of providing quality education to children through basic concepts of STEM education and have the expertise, requisite trained and experienced resources, and relevant infrastructure and financial capacity to provide the Services under this Agreement.
3. SERVICE PROVIDER agrees to provide the Services to LBCT for a valuable consideration and LBCT agrees to receive the Services, both Parties having consented has agreed to terms and conditions of this Agreement and as appearing herein under:

NOW THEREFORE THIS AGREEMENT WITNESSETH AND BOTH PARTIES HERETO AGREE AS UNDER:

1. TERM OF THIS AGREEMENT

This Agreement shall be valid for a period effective from 1st October, 2023 to 31st March, 2024 unless terminated in accordance with the provisions of this Agreement.

2. SCOPE OF SERVICES

- 2.1 **SERVICES:** SERVICE PROVIDER shall be providing technical Partnership for establishing Mini Science Centre and Tinker Lab at Disha Centres more fully detailed in **ANNEXURE A** to this Agreement (hereinafter "**Services**"). .
- 2.2 SERVICE PROVIDER shall provide the Services using its own staff/employees and shall not sub-contract the work of providing the Services to a third Party without prior information and approval from LBCT.
- 2.3 SERVICE PROVIDER shall provide LBCT such other Services as required by LBCT from time to time and mutually agreed by the Parties to this Agreement.

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- 2.4 In performing the terms and conditions of this Agreement, SERVICE PROVIDER shall at all times be an Independent Contractor. This Agreement does not in any way create a relationship of principal and agent between LBCT and the SERVICE PROVIDER.
- 2.5 Advice and provide consultation services to LBCT regarding various safety and precautionary measures that may be required in relation to the devices, equipment, accessories, system etc. for which the Services are Provided.

3. COVENANTS OF SERVICE PROVIDER

SERVICE PROVIDER shall:

- 3.1 Provide the Service and as specified in **Annexure A** as and when required by LBCT. However both Parties shall mutually discuss and agree upon any other days/hours of work on case to case basis from time to time.
- 3.2 Solely responsible for any defect, damage, loss, etc. caused to LBCT's property including the devices, equipment's, accessories, systems, etc. in respect of which the Services shall be provided by SERVICE PROVIDER as a result of any acts, omissions, commissions, defaults, negligence's, etc. whatsoever on the part of SERVICE PROVIDER including of its employees/staff.
- 3.3 Repair and remove any defects and damage caused on account of normal wear and tear of devices, equipment, accessories, systems, etc. in respect of which the Services shall be provided.
- 3.4 Ensure that they have with them all the tools, parts, testing equipment's, accessories, equipment's, accessories, systems, etc., well before actually providing the Services to LBCT. LBCT shall not be responsible in any manner to provide the same to SERVICE PROVIDER.
- 3.5 Be responsible for the safe keeping of its own tools, equipment's, testing equipment's, systems, etc. brought in LBCT's offices/branches for the purpose of providing Services.
- 3.6 Provide LBCT a report in the format as required by LBCT relating to the work done and the Services provided.
- 3.7 The Services Provider shall ensure that its employee/staff shall be in LBCT'S offices/branches/ premises solely for the purposes of fulfilling the Services allotted to them under this Agreement and shall not remain in the premises after the prescribed hours of work.
- 3.8 The staff/employees of SERVICE PROVIDER involved in providing the Services to LBCT at its offices/branches shall remain the employees of SERVICE PROVIDER and shall in no circumstances claim, represent or act as staff/employees of LBCT. As their employer, SERVICE PROVIDER shall be solely responsible for the payment of wages/salaries, statutory benefits if any of its employees/staff involved in providing the Services to LBCT at its offices/premises. Such staff/employees shall not be below the age of 18 years.
- 3.9 Ensure that while providing the Services the SERVICE PROVIDER and or its employees/staff providing the Services follow LBCT's code of conduct and safety policies which shall be provided by LBCT from time to time. LBCT shall inform the SERVICE PROVIDER of any acts of misconduct by its staff/employees providing the Services immediately and discuss the action /steps to be taken. In the event of violation of the Code of Conduct such staff/employee, the same shall be intimated to the SERVICE PROVIDER through its designated person in charge for necessary action by the SERVICE PROVIDER.

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3.10 LBCT, through its designated personnel, shall inform the designated person in charge of the SERVICE PROVIDER for withdrawal of any of its employee/staff providing the Services in case of theft, fraud, acts that constitute moral turpitude etc., LBCT shall brief the Services Provider on the full details in such cases for the SERVICE PROVIDER to take appropriate action. In all other cases, LBCT may inform withdrawal of its employee/staff by giving 24 hours prior notice to the SERVICE PROVIDER.

3.11 The SERVICE PROVIDER and or its employees/staff providing the Services to LBCT shall have no claims whatsoever against LBCT and should LBCT have to bear any cost due to the failure of the Services Provider to fulfill their obligations, the same shall be recovered from the amounts due to the SERVICE PROVIDER. The Services Provider shall obtain necessary insurance policy to cover their employees/staff involved in providing the Services against injuries, death and for any claims arising under the Workmen Compensation Act. The Service provider shall from time to time, keep the said policy renewed and furnish a copy to LBCT forthwith of the same been renewed.

3.12 Not sub-contract this Agreement or any part thereof to a third party without the prior written permission from LBCT.

3.13 Only depute those of its employees/staff with necessary skill, experience, training etc. for providing Services to LBCT.

3.14 keep its employees/staff at LBCT'S offices/branches briefed on the work requirements of such employees/staff and ensure Services as defined in the Scope of Work.

3.15 Supervise and facilitate its employees/staff relating to the Services to be provided. LBCT on its part may decide to inspect the work done during and after the Services are provided.

4. LBCT'S CONVENANTS

LBCT shall

4.1 allow within the working hours or as mutually agreed by the Parties hereto, SERVICE PROVIDER's authorized representatives/employees/staff access to the devices, equipment's, accessories, systems, etc.

4.2 provide adequate space for SERVICE PROVIDER's employees/staff for storing its tools, equipment's, testing equipment's, etc. brought by them only during the time of provision of the Services.

4.3 be responsible for providing adequate power supply and as such other Services related conditions which are informed to LBCT and agreed with LBCT before actually providing the Services.

4.4 LBCT shall immediately inform SERVICE PROVIDER if a Service-related requirement arises and SERVICE PROVIDER shall promptly provide the Services.

4.5 LBCT shall provide the SERVICE PROVIDER details of its designated personnel for the purpose of this Agreement from time to time.

5. COMMON OBLIGATION OF PARTIES

5.1 Both Parties shall co-ordinate with each other for providing information, details, etc. required for the purpose of SERVICE PROVIDER to provide the Services under this Agreement.

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5.2 Both Parties shall mutually discuss and agree the terms and conditions, considerations, etc. upon any further services required by LBCT from time to time.

5.3 Both Parties shall provide each other detail of their authorized personnel who shall co-ordinate with each other for the purpose of this Agreement.

6. CONSIDERATION

6.1 In consideration of the Services provided by Service Provider, LBCT shall make payment for the Services received at the rates given in **Annexure- B**, applicable GST shall be paid extra by LBCT. The Service Provider shall raise invoice for the Services to be provided under this Agreement as per the consideration agreed herein. Upon receipt of the undisputed invoice, the Company shall verify the amounts stated in the invoice and shall endeavor to pay amounts in the invoice within 15- 20 days of the receipt of the invoice by way of NEFT/RTGS to the bank account of the Service Provider as communicated to the LBCT in the relevant invoice. All the payments by LBCT shall be subject to deduction of applicable taxes.

6.2 The LBCT shall be entitled to recover from the amounts set forth in the invoice any charges, fees or penalties payable by the Service Provider to the LBCT. In the event the LBCT is entitled to set off any amounts from the Service Provider, the LBCT shall immediately within 10 (ten) days of receipt of the invoice, inform the Service Provider of the amounts to be set off along with justification for the same. Provided further that, the LBCT reserves the right to deduct from the payment of the Fee or such part thereof, as the LBCT decides in its sole discretion, in the event the Service Provider does not comply with any of the obligations under the applicable labour laws with respect to its personnel involved in the rendering of Services under this Agreement.

6.3 The Service Provider shall pay all applicable taxes, levies, duties and assessments of every nature due to statutory authorities in connection with its business and income arising pursuant to the provision of the Services.

7 TERMINATION AND EFFECT OF TERMINATION

7.1 This Agreement may be terminated as under:

- (i) by LBCT without assigning any reason and without any liability by giving 30 (thirty) days prior notice in writing;
- (ii) by Service Provider for reason to be informed by giving 30 (thirty) days prior notice in writing;
- (iii) by LBCT , forthwith, in case of any breach, failure to comply or default in obligations on the part of the SERVICE PROVIDER as provided in this Agreement and such breach, failure or default is not remedied within 5 (five) days of notice of such breach, default or failure by LBCT .
- (iv) by LBCT , forthwith in case of:
 - a) insolvency or bankruptcy proceedings are instituted against the SERVICE PROVIDER (including voluntary insolvency or bankruptcy proceedings);
 - b) the SERVICE PROVIDER 's business is liquidated or dissolved;
 - c) any attachment is made over the assets of the SERVICE PROVIDER or on its behalf;

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- d) the SERVICE PROVIDER makes an unauthorized assignment for the benefit of creditors;
- e) any other person or entity than the person or entity having control over the SERVICE PROVIDER at the date of the Agreement acquires control over the SERVICE PROVIDER ;

7.2 Effect Upon termination:

- (i) the SERVICE PROVIDER shall forthwith return all LBCT 's documents, data, information, specification, plans, layouts, drawings, devices, equipment's, accessories, systems, Confidential Information, etc. if any provided by LBCT.
- (ii) Any amounts due shall be settled mutually between Parties hereto.

8. STATUTORY COMPLIANCE

- 8.1** SERVICE PROVIDER shall fulfill all obligations arising under all applicable laws, rules, regulations for the purpose of the scope of this Agreement including adequate insurances and all applicable employment, labour/industrial laws and other allied or applicable legislations and keep LBCT indemnified against any loss, damage and or liability arising out of the failure of the SERVICE PROVIDER in abiding by those and any other law in force from time to time and as amended from time to time.
- 8.2** Both Parties shall comply with the relevant provisions of all laws, rules and regulations as applicable to them under the scope of the Services of this Agreement.

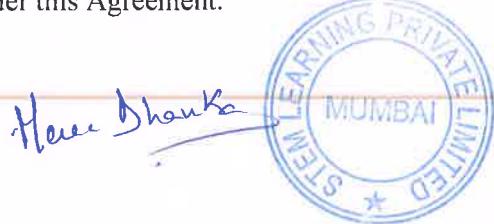
9. INDEMNITY

The Service Provider agrees and undertakes to indemnify and keep indemnified LBCT, its trustees, employees, agents and representatives against all demands, claims, and other losses and damages that LBCT, its trustees, employees, agents and representatives may suffer or sustain for any reason whatsoever, resulting and arising from or any act or default on the Service Provider, its Personnel, agents or sub-contractors, related to but not limited to:

- 9.1 failure to comply with the applicable laws, statutes, regulations, ordinances, rules, permits, licenses, authorizations, codes of conduct and directions and requirements of any government or regulatory authorities;
- 9.2 any infringement or alleged infringement of the Intellectual Property of LBCT or any third party.
- 9.3 non-performance of its obligations under the Agreement or resulting from Service Provider's acts or omissions or from the Service Provider's breach of the Agreement.
- 9.4 any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, bad faith, disregard of its duties and obligations hereunder, act of omission or commission either by the Service Provider or its Personnel.
- 9.5 any theft, robbery, fraud or other wrongful act or omission by Service Provider and its Personnel.

10. RESTRICTIONS ON ASSIGNMENT OR DELEGATION

SERVICE PROVIDER shall not assign or delegate this Agreement and the benefits and advantages herein and the obligations of SERVICE PROVIDER under this Agreement.



11. CONFIDENTIALITY

11.1 "Confidential Information" means all information in any form or medium (including oral) which is not publicly available (either in its entirety or in part or in the precise configuration or assembly of its components), together with any copies of that information in any form or medium or any part or parts of that information including manuals, product development plans, specifications, technical or commercial expertise, software, concept and ideas relating to existing or proposed products and services, information regarding research and development, any new products and services to be offered to public, Intellectual Property, whether disclosed orally and eventually reduced to writing or in writing and includes the contents of this Agreement.

11.2 SERVICE PROVIDER shall keep all Confidential Information, data and information, documents related to the Services provided under the scope of this Agreement including but not limited to the terms and conditions of this Agreement, proprietary to LBCT, any layouts, designs, specifications, plans, etc., relating to the devices, equipment's, accessories, systems, etc. of LBCT confidential at all times and shall not disclose the same to any person/s or third parties either directly or otherwise in any manner and shall ensure that such Confidential Information shall also be maintained by the staff/employees of the SERVICE PROVIDER who need to have knowledge of such data and information under the scope of the Services.

12. REPRESENTATIONS AND WARRANTIES

SERVICE PROVIDER warrants and represents that:

12.1 the providing of Services as contemplated in this Agreement does not and will not violate the terms of user sanctions governing the provision of services or the terms of any agreement, deed or other arrangement to which the SERVICE PROVIDER is bound or the terms of any applicable law.

12.2 the SERVICE PROVIDER has relevant experience, the expertise, requisite trained and experienced technicians, electricians, etc., staff, offices, infrastructure, the requisite licenses, registrations, authorizations, no objections, approvals, consents, etc. from the relevant authority under applicable law and the financial capacity to provide the Services under this Agreement.

12.3 As of the effective date and during the Validity Period of this Agreement, the SERVICE PROVIDER has paid/will pay if applicable and payable by SERVICE PROVIDER all outgoing including but not limited to charges, taxes, levies, fees, etc. in respect of the Services under this Agreement and will not let the said payment fall into arrears. The SERVICE PROVIDER shall indemnify LBCT for all consequences, costs, expenses etc., arising out of such non-payments and /or non-compliance with any statutory and other requirements.

13. RELATIONSHIP OF THE PARTIES

The Parties hereto acknowledge and agree that the relations between the Parties are that of independent contractors and principal to principal basis, extending only to the matters described in this Agreement, and neither Party shall act as or be deemed an agent for or partner of the other Party. Neither Party is granted any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party.

14. RESTRICTION



LBCT reserves the right to engage the services of any other such provider of such Services at any time simultaneously to provide the same Services as under the scope of this Agreement on non-exclusive basis, during the validity period of this Agreement.

15. FORCE MAJEURE

1. "Force Majeure" or "Force Majeure Event" means any act or event that prevents the Affected Party from performing its obligations in accordance with the terms of this Agreement and prevents the other Party from taking benefits or use of the Services, as the case may be, and if such act or event is beyond the reasonable control, and, not the result of a fault or negligence, of the Affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event shall include but shall not be limited to the following acts or events:
 - a) natural phenomena/act of god, such as storms, hurricanes, floods, lightning and earthquakes;
 - b) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance;
 - c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, terrorist acts, or rebellion;
 - d) any Government order, directions, advisories, mandates, legislation or restriction by any government or other authority;
 - e) any natural disaster/calamity, epidemic, pandemic, etc.

However, Force Majeure Events shall not include:

- i. equipment failures or acts or omissions of any third party, including agents, suppliers, vendor, customer or subcontractors of the Service Producer, except to the extent such acts or omissions arise from a Force Majeure Event;
- ii. unavailability of labour, equipment, materials or other resources, unless such unavailability is caused by a Force Majeure Event;
- iii. labour disputes like strikes, lock-outs, go slow by the employees of the Affected Party or its contractors/subcontractors;
- iv. economic or financial hardship;
- v. failure to apply for, obtain, maintain or renew any consents and approvals unless attributed to an act/omission on account of Force Majeure Event.

2. "Affected Party" shall mean a Party whose performance has been affected by an event of Force Majeure.
3. **Excuse of Force Majeure Event:** Except as provided in Sub-Clause 4 or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, including delay to make payments, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall:
 - a) notify the other Party in writing of the existence and details of the Force Majeure Event within 2 (two) days of its knowledge of commencement of such Force Majeure Event. In case of total disruption of communication, the same must be communicated as soon as practicable after the occurrence of Force Majeure;
 - b) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event and mitigate the effect of such event as soon as possible;
 - c) notify the other Party in writing of the cessation of such Force Majeure Event; and



d) resume performance of its obligations hereunder as soon as practicable, unless the agreement has been terminated in accordance with the terms of this agreement.

4. Payment for Services: Obligations to make payments for services already provided shall not be excused by a Force Majeure Event, however, the payments for such services already taken, if due for payment during the continuance of the Force Majeure Event, will stand deferred till the time such Force Majeure Event is in continuance, and the LBCT in good faith is unable to process the payment. Subject to the provision of this Clause, in the event the Service Provider is able to render only partial services during the Force Majeure Event, the obligation of the LBCT to make payments shall stand reduced to payment of only the proportionate fees (pro-rata) thereof. The Parties may mutually and in good faith, negotiate the waiver off the payments to be made for the period during which the Force Majeure Event was in force.

5. Termination for Force Majeure Event: Notwithstanding anything contained herein, if non-performance on account of a Force Majeure Event continues beyond a continuous period of 15 (fifteen) days, then the Party not claiming Force Majeure shall have the right to terminate this Agreement immediately, and without incurring any liability or without any obligation to pay any penalty.

6. In the event of such a termination of this Agreement, the Parties shall not be released from any undisputed payment or other obligation arising under this Agreement, which accrued prior to the termination of the Agreement, and the indemnity, confidentiality, intellectual property and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

16. DISPUTE SETTLEMENT

16.1 Any dispute, controversy or claim, arising out of, or relating to this Agreement, including the question of the existence, breach, termination or validity thereof ("Dispute"), shall first be attempted to be amicably discussed and resolved between Parties.

17. GOVERNING LAW AND JURISDICTION

This Agreement shall in all respects be governed by, construed and interpreted in accordance with the Laws of India. Subject to Clause 16, the Parties submit to the exclusive jurisdiction of the Courts of New Delhi.

18. NOTICE

Any notice required to be issued in accordance with this Agreement shall be in writing and shall be sent by postage, prepaid registered post with acknowledgement due or by internationally recognized courier service:

If to LBCT

Address : B-I/I-1, 2nd Floor, Mohan Co-operative, Industrial Estate, Mathura Road, New Delhi-110044

If to Service Provider

Address : ICON 1205, Marathon Nextgen Campus, Opp. G.K. Marg, Lower Parel(W), Mumbai, Maharashtra- 400013, India

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19. AGREEMENT TITLE & PARAGRAPH HEADINGS

The titles of this Agreement and the headings to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this agreement.

20. BRIBERY AND CORRUPTION

The Services Provider shall comply with all applicable laws relating to bribery and corruption and shall not do or omit to do any act that will cause LBCT to be in breach of any such applicable laws and in doing so:

- 20.1 shall not give or receive any bribes including in relation to any public official and;
- 20.2 shall maintain an effective anti-bribery compliance regime that monitors compliance and detects violations.

If the Service Provider breaches the obligations in this clause, it shall indemnify LBCT against any costs, claims and liabilities arising as a result of the breach.

21. INTELLECTUAL PROPERTY

- 21.1 **“Intellectual Property”** means patents, inventions, utility models, copyrights, trademarks, service marks, trade secrets, service names, business and domain names, geographical indications, trade dress, goodwill, designs, algorithms, drawings, art work, logos, software, database (electronic or otherwise), moral rights, Confidential Information, know-how and other tangible or intangible property which is capable of protection as intellectual property under applicable laws whether registered or not, including moral rights, publicity rights, and applications made to register or renew or extend any of the above with the relevant Governmental Authority.
- 21.2 Nothing in this Agreement or otherwise shall confer upon either Party any rights in the name or trade mark or logo or any other trade mark or trading style of other Party.
- 21.3 Each Party shall retain all rights, title and interest in their respective intellectual property rights. There shall be no assignment, transfer or license of any intellectual property rights (including any amendments, modifications or enhancements thereto) pursuant to this Agreement.

22. MISCELLANEOUS

- 22.1 Notwithstanding anything contained herein, it is hereby agreed between the Parties that this an agreement to supply the goods/ products/ components/ equipment and the sale/ supply of such goods/products/components/ equipment shall occur by way of physical delivery to LBCT at the premises/ equipment site as agreed under this Agreement.
- 22.2 This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or understanding.
- 22.3 Any additions, modifications, amendment or waivers of any terms and conditions hereof shall be valid only if made in writing and accepted by both the Parties



22.4 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of any breach of the contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

22.5 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement shall not be affected.

IN WITNESS OF THE ABOVE the authorized representatives of the Parties have signed and dated this Agreement as follows:

Signed and duly authorized for and on behalf of
LADY BAMPFORD CHARITABLE TRUST: **Witness:**

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

**Signed and duly authorized for and on behalf
of STEM LEARNING PVT. LTD.:**

Signature: Meera Dhanuka

Witness:

Name: Meera Dhanuka

Signature: Shankar Dasgupta

Designation: Corporate Partnership Head
(North & East Region)

Name: SHANKAR DASGUPTA

Date: 18/10/2023

Designation: REGIONAL MANAGER
(NORTH & EAST)



ANNEXURE A
SERVICES

| SCI-TECH CENTRE | | |
|------------------------|---|--|
| Sl. No. | Component | STEM Learning |
| 1 | Mini Science Center | 80 models + 80 users Placard + 37 colorful backgrounds + 1 Safety Placard + 1 Teachers Manual + 1 Gate Banner. Includes installation and delivery |
| 2 | Tinker Lab Set Up | A) 5 Android Mobile B) 10 Arduino Program kit (Including Arduino UNO) C) 10 Basic Robotics Kit D) 10 sets of Basic Components (Including resistors, Capacitors, LEDs, etc.) E) General Purpose Sensors (LCD, LDR, Ultrasonic Sensors, etc.) F) Wireless Sensors (Bluetooth) G) Programming Drone H) Soldering & Prototyping Kits I) 1 Advanced DIY Robotics kit J) Set of Hardware Tools K) Safety Equipment L) Backdrops & lab setup M) Study Book for Tinker lab N) Laser Engraver O) 3D Printer |
| 3 | Infrastructure | Infrastructure for Science Lab will be set up by them |
| 4 | HR Support | train existing science and computer teachers |
| 5 | Admin and Management | by LBCT |
| 6 | Training - Science Centre | 2 trainings - fresher and refresher at each location |
| 7 | Training Tinker Lab | 15 trainings + learning tools to be provided online |
| 8 | Monitoring and Evaluation | 2 visits - baseline and endline + online support throughout the year and even after project completion |
| 9 | Annual Maintenance | From second year (optional) |
| 10 | Other Programmes | Tinker Fest |
| 11 | Additional "2 DIY Activity Sessions" | (1 in each centre) in any 2 centers |

DELIVERY/ COMPLETION TIME:

1. The infrastructure will reach the location within 25 days from the signing of Agreement.
2. Models will be delivered within 10 days from completion of the infrastructure setting.
3. Teacher's training will be done within 7 days after the entire setup of infrastructure & Models.

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LEARNING PRIVATE LIMITED
MUMBAI

ANNEXURE- B
CONSIDERATION

| SCI-TECH CENTRE - STEM Learning | | | | | | | |
|---------------------------------|---------------------|--|-----|--------------|-----------------|---------|----------------------|
| Sl. No. | Component | Inclusions | Qty | Cost Per Lab | Cost for 4 labs | GST 18% | Grand Total (in INR) |
| 1 | Mini Science Center | 80 models + 80 users Placard + 37 colorful backgrounds + 1 Safety Placard + 1 Teachers' Manual + 1 Gate Banner. Includes installation and delivery | 4 | 451949 | 1807796 | 325403 | 2133199 |
| 2 | Tinker Lab Set Up | A) 5 Android Mobile B) 10 Arduino Program kit (Including Arduino UNO) C) 10 Basic Robotics Kit D) 10 sets of Basic Components (Including resistors, Capacitors, LEDs, etc.) E) General Purpose Sensors (LCD, LDR, Ultrasonic Sensors, etc.) F) Wireless Sensors (Bluetooth) G) Programming Drone H) Soldering & Prototyping Kits I) 1 Advanced DIY Robotics kit J) Set of Hardware Tools K) Safety Equipment L) Backdrops & lab setup M) Study Book for Tinker lab N) Laser Engraver O) 3D Printer | 4 | 585000 | 2340000 | 421200 | 2761200 |
| | | | | | | | 4894399/- |

INR Forty-Eight Lacs Ninety-Four Thousand Three Hundred and Ninety-Nine Only (inclusive of GST)

PAYMENT TERMS:

1. 50% payment on signing the MoU.
2. 30% payment after the completion of entire installation & set up of models.
3. 10% after completion of MSC training
4. 10% after completion of tinkering lab trainings and final report submission

