

### CONTRACT COVER & VALIDATION SHEET

The correct and completely filled out validation sheet is the key condition for final validation.

<b>HERMES CONTRACT NUMBER</b>	
Contract Term	1 <sup>st</sup> September 2023 to 31 <sup>st</sup> August 2024
Contract Name	MINI SCIENCE CENTER
Customer(s)/Supplier(s)/ Contractor(s) Name	SAMABHAVANA
Service/Goods	Service
Requestor & responsible for Contract	Janani Arunagiriraj
Purpose of Contract – Provide brief details	Mini Science Center in 7 Schools

### VALIDATED BY

Department	Name	Date	Comments / Signature
Requester / Department	Janani Arunagiriraj		<u>Janani Arunagiriraj</u> Janani Arunagiriraj (Oct 30, 2023 14:35 GMT+5.5)
Purchasing	Chandrasekar Devaraj		Purchase not involved in commercials
Legal	Sangita Tiwari		<u>Sangita Tiwari</u> Sangita Tiwari (Oct 30, 2023 12:36 GMT+5.5)
Authorized Signatory	Florent Chaussade		<u>Florent CHAUSSADE</u> Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)
Witness	Vijaya Krishnan Achari		<u>Vijaya Achari</u> Vijaya Achari (Oct 30, 2023 15:20 GMT+5.5)

- All fields are mandatory
- Group requirement dictates that all contracts should be signed by two (2) authorized personnel.
- Authorized personnel to sign the validation sheet and contract only if the same is signed and validated by legal.
- To be appended to main document as cover sheet
- Uploading of Contracts in HERMES is mandatory

Florent CHAUSSADE  
Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)

For SAMABHAVANA  
Janani Thakur  
Secretary & E.O.  
Samabhavana



Michelin India Private Limited

Samabhavana



For MICHELIN INDIA PVT. LTD.

CW 062708  
**D. AKILAN**  
STAMP VENDOR No.7/B3/97  
No.27, Ambedkar Nagar,  
Kilpauk, Chennai - 600 010.  
Cell : 9840153687 / 8807968476

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made and entered into on this the 28<sup>th</sup> day of August 2023 at Navi Mumbai, Maharashtra

BETWEEN

**MICHELIN INDIA PRIVATE LIMITED**, a Company duly incorporated under the Companies Act, 1956 having its Registered Office at Shyamala Towers, 3rd Floor, 136 Arcot Road, Saligramam, Chennai - 600093, Tamil Nadu, India and its Corporate Office at World Trade Centre, Tower 4, Floor 5, Survey No. 1, MIDC Knowledge Park, Kharadi, Pune - 411014, Maharashtra, India represented by Mr. Mr. Florent Chaussade, Executive Director as its Authorized Signatory (hereinafter referred to as "**Michelin India**"), which expression shall, unless repugnant to the context, mean and include its authorized and legal representatives, employees, director, officers, successors-in-interest and permitted assigns), of the ONE PART;

AND

**SAMABHAVANA**, a NGO registered under the Charity Commissioners office, Mumbai, Maharashtra [Registration No. F-22993 of 16<sup>th</sup> March 2000] and having its Registered Office at 6, Sumangal Co Op Housing Society, Sector-2, Airoli, Navi, Mumbai, Maharashtra, India represented by Mr. Jasmir Thakur Secretary & E.O as its (hereinafter referred to as

Florent CHAUSSADE  
Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)

For SAMABHAVANA  
Jasmir Thakur  
Secretary & E.O  
Samabhavana



Michelin India Private Limited

Samabhavana







## 2. COMMENCEMENT, VALIDITY & RENEWAL

- 2.1 This MoU shall commence on 1<sup>st</sup> September 2023 ("hereinafter referred to as the **"Effective Date"**) and shall remain valid for a period of 1 (one) years (hereinafter referred to as the **"Term"**).
- 2.2 This MoU shall stand expired by the efflux of time on the last day of the Term i.e. 31<sup>st</sup> August 2024; unless terminated earlier or extended for further period on mutual terms by the Parties vide a writing instrument.
- 2.3 This MoU shall have entire lock-in period of 1 (one) years (hereinafter referred to as the **"Lock-in Period"**) for SAMABHAVANA within which SAMABHAVANA cannot terminate this MoU and or any of its obligations thereof.

## 3. MONITORING AND EVALUATION

- 7.1 Any programs relating to the CSR Project under this MoU shall be conducted and managed by SAMABHAVANA. SAMABHAVANA will allow the authorized representatives of Michelin India to visit monitor and evaluate the progress of the CSR Project from time to time. SAMABHAVANA will be fully responsible to amend/rectify any negative situation or condition pointed out by the visiting authorized representatives of Michelin India.
- 7.2 The monitoring shall be based on the pre-designed CSR Project monitoring goals and indicators as agreed by the Parties.
- 7.3 The financial and budget monitoring shall be done through periodic inspections of the book records and also through audit. The CSR Project shall be subject to the internal and external auditing procedures, rules and directives of Michelin India. Michelin India has the right to inspect the site, review all the records and will conduct periodic review of the CSR Projects as agreed.

## 8. PROGRESS REPORT

- 8.1 From the date of commencement of the CSR Project, SAMABHAVANA shall submit the following reports/ documents in the specified frequency to Michelin India :-
- Activity Based Report (*with narrative*) of the CSR Project completed with Results.
  - Project Impact Assessment Report during end of the CSR Project phase and case studies of impact.
  - Consolidated Activity Report and audited Expenditure Statement for the period
- 8.2 Michelin India shall review the progress of the CSR Project independently as well as jointly with SAMABHAVANA.

## 9. IMPACT ASSESSMENT

SAMABHAVANA shall ensure that the CSR Project is successfully completed within the agreed timelines and with the desired outcomes. The ability of SAMABHAVANA of being able to fulfill its obligations is entirely dependent on the timely release of funds by Michelin India. Delays in release of funds may require a recasting of the CSR Project plans and targets for the year.

*Florent CHAUSSADE*  
Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)

For SAMABHAVANA  
Jyoti Thakur  
Secretary & E.O.  
Samabhavana





## 10. MAINTENANCE OF ACCOUNTS

- 10.1 SAMABHAVANA shall at all times maintain accurate and complete records in respect of the funds received under this MoU.
- 10.2 Michelin India has the absolute right to audit the books of account to verify bills/ vouchers etc. at any time during the Term of this MoU or immediately upon termination of this MoU.

## 11. OBLIGATIONS OF SAMABHAVANA

- 11.1 SAMABHAVANA acknowledges that it has the competence and authority to enter into this MoU and to perform all its obligations hereunder and has the necessary experience and resources/ facilitators/ staff to perform and provide the CSR Project pursuant to this MoU.
- 11.2 SAMABHAVANA shall adhere to and comply with all statutory laws, rules and regulations that may be applicable to it for conducting the CSR Project under this MoU; and if required shall obtain all the necessary permissions from the local competent/ statute authorities to implement the CSR Project as per the defined schedule.
- 11.3 SAMABHAVANA shall not make any financial commitment on behalf of Michelin India nor take any loans or create any other financial liability binding Michelin India under this MoU.
- 11.4 SAMABHAVANA undertakes to follow all laws, regulations, by-laws, statutory provisions local or central and abide by them including labour laws, employment benefits program etc. that are applicable on charitable organizations. Michelin India shall not be liable for any breach of such laws by SAMABHAVANA or its agents, contractors or employees or staff etc. SAMABHAVANA shall keep Michelin India indemnified from and against all claims arising out of or resulting from SAMABHAVANA's non-compliance to applicable statutory obligation or willful acts or omissions.
- 11.5 The facilitators and other staff employed/ engaged/ contracted by SAMABHAVANA for doing the CSR Project under this MoU shall be suited for the assignment and adequately trained. Such facilitators and staff employed/ engaged/ contracted by SAMABHAVANA shall work under the direct supervision and administrative and managerial control of SAMABHAVANA and shall not be treated as the employees of Michelin India, under any circumstances Michelin India shall have no responsibility whatsoever of any kind with respect to the facilitators and other staff employee employed/ engaged/ contracted by SAMABHAVANA and the facilitators and other staff employed/ engaged/ contracted by SAMABHAVANA shall not have any right to raise dispute of any kind whatsoever or put up any claim or demand against Michelin India.
- 11.6 SAMABHAVANA agrees and undertakes to pay to the facilitators and other staff employed/ engaged/ contracted by SAMABHAVANA for the fulfilment of the obligations under this MoU and shall remain responsible in respect of claims of all kinds whatsoever raised by such teachers and staff. SAMABHAVANA shall ensure that the payment of wages and other dues of the facilitators and other staff employed/ engaged/ contracted by SAMABHAVANA are made in time in accordance with the provisions of the law and present the proof of submission/ filing with stipulated time, to the officers of the Michelin India as and when required.
- 11.7 SAMABHAVANA shall be solely liable for claims by third parties arising from its acts or omissions in the course of performing this MoU and under no circumstances shall Michelin India be held liable for such claims by third parties.

*Florent CHAUSSADE*  
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For SAMABHAVANA  
Jasmit Thakur  
Secretary & CO  
Samabhavana





- 11.8 Michelin India undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person, which may be necessary or desirable for the purpose of this MoU or for any personnel undertaking activities under this MoU. Such responsibilities shall be solely borne by SAMABHAVANA.
- 11.9 SAMABHAVANA undertakes to comply with all laws, by-laws, and regulations including provisions of Income Tax Act and keeps Michelin India indemnified of any tax liability arising out of the operation and management of the CSR Project. SAMABHAVANA shall be solely liable to pay any penalty or interest levied for non-payment of tax or delay in or non-filing of its tax returns.
- 11.10 SAMABHAVANA shall have the entire liability to pay (*if any*) all present or future taxes, levy, cess duties, impositions of whatsoever nature arising out of or in relation to the funding provided by Michelin India and taxes, duties, levies etc.
- 11.11 The rights and obligations of SAMABHAVANA are limited to the terms and conditions of this MoU. Accordingly, SAMABHAVANA shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this MoU.
- 11.12 SAMABHAVANA shall carry out all activities described in the CSR Project with due diligence and efficiency. Michelin determination as to the quality of work being performed and the progress being made shall be final and shall be binding and conclusive. If at any time Michelin India is not satisfied with the quality of work or the progress being made, Michelin India may in its discretion: -
- Withhold payment of funds until in its opinion the situation has been corrected; or
  - Declare this MoU terminated by written notice to SAMABHAVANA; and/or seek any other remedy as may be necessary.
- 11.13 Michelin India observes a ZERO TOLERANCE on any form of Child Abuse and swears by complete protection of children under all its interventions through CSR/ NGO partners, employee volunteers, vendors or anyone who comes in contact with children through its CSR programs. In occurrence of any such incident, this MOU will be terminated, immediately without notice.
- 11.14 SAMABHAVANA shall display "Michelin" branding at such locations at the CSR Project site as may be prescribed and approved by Michelin India.
- 11.15 The wide publicity of CSR Project in newsletters, local dailies any other mass media communication channels etc. shall be initiated only after obtaining unanimous prior written approval from Michelin India.

## 12. TERMINATION

- 12.1 **For Convenience:** Either Party may terminate this MoU without cause, at any time without charge, upon thirty (30) working days' prior written notice of such termination to the other Party.
- 12.2 **For Breach:** Michelin India shall have the right to terminate this MoU, immediately without notice, if :-
- SAMABHAVANA commits a material breach incapable of remedy, as determined by Michelin in its sole discretion;
  - SAMABHAVANA fails to remedy such material breach within 7 (seven) working days of being notified in writing by Michelin India to do so;
  - SAMABHAVANA become incapable of performing its obligations under this MoU.
- 12.3 **For Dissolution, Bankruptcy, Change of Control:** Either Party may terminate this MoU and/or any other contractual relationship between the Parties, immediately without notice, whether by operation of law or otherwise.

*Florent CHAUSSADE*  
Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)

For SAMABHAVANA  
Joint Trustee  
Secretary & L.O.  
Samabhavana

Secretary





#### 12.4 **Effects/ Consequences of Termination:**

- i) Michelin India shall not be under obligation to make any payments to SAMABHAVANA for the CSR Project not performed/ rendered by SAMABHAVANA strictly in accordance with the terms of this MoU.
- ii) SAMABHAVANA shall promptly return any unutilized funds to Michelin India; and ensure that the ongoing CSR Project is completed.

### 13. **NOTICES**

All notices, requests, demands and other communications under this MoU shall be in writing and shall be deemed to have been duly given on the date delivered, if delivered in person, by fax, or by registered post to the respective Parties at their addresses as stated in the title of this MoU; or to any other address or addresses as the addressee may have specified in a notice duly given to the sender.

### 14. **CONFIDENTIALITY**

- 14.1 The Parties shall keep any information which either Party learns about or receives from the other Party pursuant to this MoU in strict confidence and will not disclose the same to any third party without the prior written consent of the other Party, except to their authorized agents, representatives and to such extent as may be necessary for the performance of this MoU or which is required to be disclosed by any law, rule or regulation of any government agency or court order.
- 14.2 Neither Party shall use proprietary information received from other Party for any purpose other than the objective nor task agreed under this MoU.
- 14.3 The provisions of this clause survive the expiry of termination of this MoU for a period of 1 (one) year.

### 15. **ETHICS & COMPLIANCE**

- 15.1 SAMABHAVANA undertakes to have or to implement and maintain an anti-bribery and anti-corruption compliance program, adapted to its own situation and able to detect corruption and promote a culture of integrity in its organization. SAMABHAVANA acknowledges a "zero tolerance" policy regarding bribery and corruption and agrees to comply with applicable laws and regulations regarding the fight against bribery and corruption.
- 15.2 SAMABHAVANA agrees to refrain from :- (i) offering, promising or giving; and from (ii) attempting or conspiring to offer, promise or give, any undue pecuniary or other advantage, whether directly or through intermediaries, to a public or private official or representative for that official or representative or for a third-party, in order that the official or representative acts or refrains from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage. Michelin India may conduct compliance audits on SAMABHAVANA to ensure its compliance with the above commitments.
- 15.3 In the event SAMABHAVANA fails to comply with the requirements of this Section, SAMABHAVANA undertakes to immediately inform Michelin India and to attempt to correct the non-compliance within a reasonable timeframe. Notwithstanding the above, Michelin India reserves the right to take any appropriate measures to mitigate corruption risk, including termination of this MoU and/or any other contractual relationship between the Parties.

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For SAMABHAVANA  
Jyoti Thakur  
Secretary & LO  
Samabhavana





- 15.4 SAMABHAVANA shall comply with and shall require that all of its commercial partners (*customers and suppliers*) and sub-contractors comply with all applicable laws, statutes, codes and regulations including but not limited to those relating to anti-corruption, anti-bribery, anti-money laundering, fraud, health and safety, environment (as well as avoid any practices that may cause damage to it, especially, but not limited to, regarding any practices that can contribute to the rise in deforestation, burnt land and soil erosion), labor law, human rights, harassment, and discrimination.
- 15.5 SAMABHAVANA shall conduct its business with integrity, ethics, and transparency, and shall adopt, promote, and comply with fundamental rules in the areas of human rights, labor, environmental, ethics, fraud, anti-bribery, and anti-corruption standards. Michelin India makes available to its customers an Ethics Line which they are entitled to use in case of violations of the Michelin Code of Ethics (available at the following link: <https://ethique.michelin.com/en/>) or the anti-corruption compliance program. Alerts can be submitted through the following link: <http://michelingroup.ethicspoint.com/>.

## 16. INDEMNITY

SAMABHAVANA shall indemnify Michelin India against any losses, damages, liabilities, claims, costs, or out-of-pocket expenses (*including any legal fees*) incurred by Michelin India in connection with this MoU and/or other contractual relationship between the Parties, including but not limited to:

- i) any breach of obligations under this MoU, laws, by-laws, regulations etc.;
- ii) failure to obtain the relevant business permits, licenses and/or approvals;
- iii) failure to promptly pay any tax, or correctly file any required tax returns;
- iv) breach of this MoU and/or any other contractual relationship between the Parties.

- except to the extent such losses are caused by the fraud, gross negligence, or willful misconduct of Michelin in the performance of its obligations under these General Terms and Conditions and any other contractual relationship.

## 17. FORCE MAJEURE

- 17.1 Neither Party to this MoU will be liable for breach of this MoU to the extent caused by or arising from prohibition or restriction by law or regulation of any Government, fire, flood, storms, weather, strike, lock-out or other labour problems, accident, riots, acts of God or other events beyond that Party in breach.
- 17.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of each Party and not involving the Party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of each Party either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a Force Majeure situation arises, SAMABHAVANA shall promptly notify Michelin India of such conditions and the cause thereof. Unless otherwise directed by Michelin India in writing, SAMABHAVANA shall continue to perform its obligations under this MoU as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 18. DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- 18.1 This MoU and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of India.

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For SAMABHAVANA  
Jasvir Thakur  
Secretary & E.O.  
Samabhavana





- 18.2 Any dispute arising with regard to any aspect of this MoU shall be amicably settled by the Parties through mutual consultations and agreements within 30 (thirty) days. Failing which, the Parties irrevocably agree that the courts of Mumbai, Maharashtra shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

## 19. MISCELLANEOUS PROVISIONS

- 19.1 **Entire Agreement:** This MoU shall constitute the entire agreement between the Parties and shall supersede all previous written documents or correspondence (if any) on the subject matter hereof.
- 19.2 **Amendment:** This MoU may be amended/ modified from time to time by the Parties only by a written instrument.
- 19.3 **Assignment & Binding Effect:** This MoU shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The rights of the Michelin India under this MoU may be assigned or otherwise transferred by Michelin India at any time in accordance with applicable law in its sole discretion and without the consent of Pratham. Notwithstanding the foregoing, the rights and obligations of Pratham under this MoU may not be assigned or transferred without the prior written consent of the Michelin India.
- 19.4 **Waiver:** No delay or failure on the part of the Michelin India in exercising any right, power or privilege, and no partial or single exercise by the Michelin India of any right, power or privilege, shall constitute a waiver of that right, power or privilege or of any other right, power or privilege.
- 19.5 **Severability:** If any provision of this MoU shall for any reason be held to be illegal, invalid or unenforceable, the illegal, invalid or unenforceable provision shall not affect any other provision of this MoU, but this MoU shall be construed as if the illegal, invalid or unenforceable provision had never been contained herein.
- 19.6 **Survival:** All obligations of the Parties pertaining to payment, reimbursement, indemnification and any provision that is intended to come into or continue in force, and all obligations hereunder which by the terms of this MoU arise at or after termination, shall survive any termination or expiry of this MoU.
- 19.7 **Relationship/ Independent Contract:** This arrangement is entered on a principal-to-principal basis. Nothing contained herein creates a partnership, joint venture, employment or agency relationship between the Parties.
- 19.8 **Counterparts:** This MoU may be executed in counterparts, each of which shall constitute an original and all of which when taken together, shall constitute one MoU.

*Florent CHAUSSADE*  
 Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)

For SAMABHAVANA  
 Jyoti Thakur  
 Secretary & L.O.  
 Samabhavana





IN WITNESS WHEREOF, the Parties through their duly authorized representatives have executed this MoU.

For Michelin India Private Limited

*Authorized Signatory:*

Name: Florent Chaussade

Designation: Executive Director

Signature: Florent CHAUSSADE  
Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)

*Witness-1:*

Name: Vijaya Krishnan Achari

Designation: General Manager- Personnel

Signature: Vijaya Achari  
Vijaya Achari (Oct 16, 2023 12:02 GMT+5.5)

*Witness-2:*

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

For SAMABHAVANA

*Authorized Signatory:*

Name: Mr. Jasmir Thakur

Designation: Secretary & E.O

Signature: Jasmir Thakur  
Jasmir Thakur (Oct 16, 2023 12:02 GMT+5.5)

*Witness-1:*

Name: Mr Ravindra Walve

Designation: Board Member

Signature: Mr Ravindra Walve

*Witness-2:*

Name: Dr. Prachi Bedekar

Designation: Board Member

Signature: Dr. Prachi Bedekar

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Florent CHAUSSADE  
Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)

For SAMABHAVANA  
Jasmir Thakur  
Secretary & E.O  
Samabhavana





ANNEXURE I  
SPECIFIC GUIDELINES

SAMABHAVANA shall follow the **Specific Guidelines** stated here in below:-

1. SAMABHAVANA shall submit copies of the following documents (as applicable) as part of the on-boarding process:
  - i) Memorandum of Association & Articles of Association/ Trust Deed/ By-laws of the Society or such other relevant document as applicable
  - ii) Documents pertaining to registration under Income Tax Act, 1961
  - iii) Certificate of Registration under Foreign Contribution Regulation Act, 2010
  - iv) Returns filed with Charity Commissioner
  - v) Cancelled cheque for IFSC code
  - vi) PAN Card copy in the name of firm
  - vii) Address proof.
2. SAMABHAVANA shall obtain/ maintain the following (as applicable) and produce copies of the same on demand by Michelin India (during audit or otherwise):
  - i) Audited Income and Expenditure account
  - ii) Audited Receipts and Payment account
  - iii) Expenses incurred in excess of budgets, extraordinary expenses incurred
  - iv) Vouchers for expenses made in cash (to be maintained in pre-defined series).
3. SAMABHAVANA shall be audited on a yearly basis and shall cooperate and provide adequate and timely support when audit conducted, with prior notice.
4. For every purchase or service activity undertaken wherein SAMABHAVANA is required to involve a third party as "vendor", SAMABHAVANA shall make judicious choice of a third party as "vendor" among such third parties available in the market and SAMABHAVANA shall justify such selection as and when required by Michelin India.
5. The process towards the selection and formalities towards the final engagement of the vendor should be clearly defined and supported during the audit process.
6. SAMABHAVANA may do cash payments for all the procurements, purchases/ availment of services or related activities. Payments above Rs.7500 (Rupees Seven Thousand Five Hundred Only) should be paid either by cheque or electronic transfer.
7. Any cash payments done by SAMABHAVANA to any vendors should be supported by a signed voucher. Following details should be available on the voucher:
  - i) Serial number of the voucher;
  - ii) Date of the cash payment has been done;
  - iii) Vendor name / vendor organizations' name;
  - iv) Amount in numeric and in words;
  - v) Signature of the vendor / representative accepting the cash payment;
  - vi) Revenue stamp should be affixed with signature by the vendor across the stamp;
  - vii) Brief of the activity towards which the payment is done should be clearly mentioned;
  - viii) Voucher should be counter signed (with full name) by the NGO representative who has done the payment;
  - ix) In case of payment towards the services rendered for temporary engagement, the signature of the temporary worker should be in full with other verified details; and
  - x) Any other payments, other than payment towards engagement, copy of the document agreeing towards the service undertaken by the NGO should be attached for ready referrals.

*Florent CHAUSSADE*  
Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)

For SAMABHAVANA  
Jaspreet Thakur  
Secretary & C.O.  
Samabhavana





8. SAMABHAVANA to ensure that all the procurement related to the activities, as assigned by Michelin India to be carried out by SAMABHAVANA themselves and there shall be no sub-delegation without the prior written consent of Michelin India. In case of any purchases to be done by the CSR Team, the same to be carried out by Michelin India Purchase Team as defined under the Purchase to pay process.
9. Purchase of any movable or fixed asset (other than construction materials such as cement, bricks, etc. covered under the approved grant) which is worth more than Rs.50,000/- (Rupees Fifty Thousand Only) shall be with a prior written approval from the Michelin India CSR Board. PLEASE CHECK with group practices and market industry practices.

**For Michelin India Private Limited**

*Authorized Signatory:*

Name: Florent Chaussade

Designation: Executive Director

Signature: *Florent CHAUSSADE*  
Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)

*Witness-1:*

Name: Vijaya Krishnan Achari

Designation: General Manager- Personnel

Signature: *Vijaya Achari*  
Vijaya Achari (Oct 30, 2023 10:20 GMT+5.5)

*Witness-2:*

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**For SAMABHAVANA**

*Authorized Signatory:*

Name: Mr. Jasmir Thakur

Designation: Secretary & E.O

Signature: *Jasmir Thakur*  
Jasmir Thakur (Nov 19, 2023 09:18 GMT+5.5)

*Witness-1:*

Name: Mr Ravindra Walve

Designation: Board Member

Signature: *Ravindra Walve*  
Ravindra Walve (Nov 19, 2023 09:18 GMT+5.5)

*Witness-2:*

Name: Dr. Prachi Bedekar

Designation: Board Member

Date: *19/11/2023*

Place: \_\_\_\_\_

*Florent CHAUSSADE*  
 Florent CHAUSSADE (Nov 19, 2023 09:18 GMT+5.5)

For SAMABHAVANA  
 Jasmir Thakur  
 Secretary & E.O  
 Samabhavana



ANNEXURE II  
SPECIFIC PROJECT AGREEMENT

This Specific Project Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into on this the 1<sup>st</sup> day of September 2023 at Navi Mumbai, Maharashtra between **MICHELIN INDIA PRIVATE LIMITED** and **SAMABHAVANA**.

Hereinafter, Michelin India and SAMABHAVANA may be referred to individually as the “**Party**” and collectively as the “**Parties**” unless the context otherwise requires.

RECITALS:

- A. WHEREAS; the Parties have entered into the Memorandum of Understanding (hereinafter referred to as “**MoU**”) dated 1<sup>st</sup> day of September 2023 for developing, coordinating and carrying out the activities relating to Mini Science Center in under privileged schools and other allied activities (hereinafter referred to as the “**CSR Project**”).
- B. WHEREAS, the Parties desire to clarify and define the nature, extent and terms of operation for the proposed collaboration in details including the funding, support etc. relating the CSR Project as a part of Michelin India’s corporate social responsibility, expressly set forth hereinafter.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

SAMABHAVANA explicitly agrees to carry out the as agreed upon relating to setting up Mini Science Center in under privileged School and other allied activities (hereinafter referred to as the “**CSR Project**”) in accordance with this Agreement may be used for any purpose other than those expressly set forth hereinbelow.

**1. COMMENCEMENT, VALIDITY & RENEWAL**

1.1 This MoU shall commence on 1<sup>st</sup> September 2023 (“hereinafter referred to as the “**Effective Date**”) and shall remain valid for a period of 1 (one) year (hereinafter referred to as the “**Term**”).

1.2 This MoU shall stand expired by the efflux of time on the last day of the Term i.e. 31<sup>st</sup> August 2024; unless terminated earlier or extended for further period on mutual terms by the Parties vide a writing instrument.

1.3 This MoU shall have entire lock-in period of 1 (one) year (hereinafter referred to as the “**Lock-in Period**”) for SAMABHAVANA within which SAMABHAVANA cannot terminate this MoU and or any of its obligations thereof.

**TARGET AREA, BENEFICIARIES & IMPACT/ DELIVERABLES**

2.1 Approx. 1548 children studying in classes 5th to 10th and some schools are from 6th to 8th within a span of 7 schools in Tamil Nadu.

1. Govt High School, Thandalam.
2. Govt High School, Palavakkam.
3. Govt High School, AN Kandigai.
4. Adi Dravida welfare School.
5. Panchayat Union Middle School, Soolaimeni.
6. Government Higher Secondary School, Perambur.
7. Government Higher S Annavaram.

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For SAMABHAVANA  
Jyoti Thakur  
Secretary & E.O.  
Samabhavana





2.2 Situated in the vicinity of state of Tamil Nadu District of Thiruvallur. Mini Science Centre is a very educative innovative systemic instrument to revolutionize science & math's 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 & math's. Mini science Centre has a range of 80 table top working models with 40 back-drops and manuals in regional language providing hands-on experience for learning Science and Mathematics for Class 5 through 10.

MSC will be a permanent part of the school from installation onwards.

### 3. CSR PROJECT BUDGET

3.1 The following CSR Project budget is effective for the defined Term.

ANNUAL PLAN & BUDGET FOR 2023- 2024					
A – CSR Activity Expenses					
Sr. No.	Activities	Time Frame	Units Cost	Unit	Budget
1	MINI SCIENCE CENTRE	1 YEAR	₹ 4,15,000	7	₹ 29,05,00
2	TRAINING OF TEACHERS (TTP	1 YEAR	₹ 47,200	7	₹ 3,30,400
3	MONITORING & EVALUATION	1 YEAR	₹ 47,200	7	₹ 3,30,400
4	ANNUAL MAINTENANCE CONTRACT	1 YEAR	₹ 47,200	7	₹ 0
5	INFRASTRUCTURE	1 YEAR	₹ 47,200	7	₹ 3,30,400
Sub Total (A)					₹ 38,96,200
B – Administrative Support					
6	ADMINISTRATIVE COST- NGO	7.5%	7		₹ 2,92,215
Sub Total (B)					₹ 2,92,215
Grand Total (A+B)					₹ 41,88,415

- 3.2 Based on the CSR Project performance, periodic activities and budget reviews will be made by Michelin India.
- 3.3 All the expenses have to be confined within the budget. None of the funds provided in accordance to this MoU may be used for any purpose other than those expressly set forth in the proposal. SAMABHAVANA has to get prior written approval from Michelin India for spending any amount not included in the agreed budget.

### 4. CSR PROJECT FUND

- 4.1 Funds' payment will be made by Michelin India via Cheque / RTGS favoring "SAMABHAVANA". The proceeds of the funds shall be held in a designated bank account. SAMABHAVANA will share their Bank account with Permanent Account Number (PAN) to Michelin India in advance, to process the grant which would be transferred on a quarterly basis. Michelin India has agreed to provide funding to SAMABHAVANA to be utilized specifically for the CSR Project.

BANK NAME & BRANCH	ACCOUNT NUMBER	RTGS - IFSC CODE	NEFT-IFSC CODE
UNION BANK OF INDIA MULUND BRANCH BRANCH CODE:01402	520101233367671	UBIN0901407	UBIN0901407

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- 4.2 Total amount of ₹ 41,88,415/- (Rupees Forty One Lakhs Eighty Eight Thousand and Four Hundred Fifteen Only) shall be allocated by Michelin India to SAMABHAVANA for the purpose of carrying out the CSR Project for the Term i.e. 1<sup>st</sup> September 2023 to 31<sup>st</sup> August 2024 in 2 (two) installments as given below :-

	Period	Amount	Pre-Requisite
<b>1<sup>st</sup> Installment</b>	1 <sup>st</sup> September 2023 to 31 <sup>st</sup> March 2024	₹20,94 208	by 31 <sup>st</sup> August 2023 upon receipt of request for payment from SAMABHAVANA along with requisite documents
<b>2<sup>nd</sup> Installment</b>	1 <sup>st</sup> March 2023 to 31 <sup>st</sup> August 2024	₹20,94 208	upon receipt of request for payment along with supporting documents

- 4.3 50% (fifty percent) [₹20,94,208 (Rupees Twenty Lakhs ninety Four Thousand Two hundred and Eight only) ] of the total Budget will be paid in advance and the remaining amount will be paid after receiving half yearly report.
- 4.4 Materials purchased by SAMABHAVANA with funds supplied by Michelin India shall be the property of SAMABHAVANA and shall be used for the purpose indicated in the CSR Project throughout the period of this MoU, and thereafter as well.
- 4.5 Any unspent amount available with SAMABHAVANA from the previous year budget will be deducted from the current year budget.
- 4.6 SAMABHAVANA shall maintain an accurate and complete record in respect of the funds received under this MoU. Michelin India has the right to audit the books to verify bills, vouchers etc. of SAMABHAVANA at any time during this MoU period or immediately upon termination of this MoU.
- 4.7 SAMABHAVANA will issue the Form 80 G as per the Income Tax Act to Michelin India upon completion of the CSR Project and receipt of full payment.
- 4.8 For all purposes it shall be Michelin India's sole prerogative to either withdraw completely or increase or decrease its financial support for the noble cause stated herein above, by giving 60 (sixty) days' notice. Further, Michelin India shall be at liberty and without any obligation to assign any reason to SAMABHAVANA, to withdraw or stop further or future funding to SAMABHAVANA.
- 4.9 Notwithstanding the approval of the budget by Michelin India as prepared by SAMABHAVANA any delay in release of the funds or financial support by Michelin India as may be required under the approved Budget shall not entitle SAMABHAVANA to claim any consequential losses or damages of whatsoever nature. Michelin India shall not be liable for any delays or withdrawals as mentioned in this MoU.
- 4.10 In case of delay in release of funds, Michelin India shall not hold SAMABHAVANA responsible for not achieving targets or not being able to adhere to the CSR Project schedule. The same will then be recast by mutual MoU between the Parties in writing.

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For SAMABHAVANA  
Jasmin Thakur  
Secretary & E.O. Secretary





- 4.11 SAMABHAVANA undertakes and represents to Michelin India that it shall utilize the financial support extended by Michelin India only for the purpose of the CSR Project it is meant for and as may be notified in writing by Michelin India to SAMABHAVANA and for no other purpose. Wrongful and mis-utilization of the funds shall entitle Michelin India to immediately stop the funding or financial support and recover the said funds from SAMABHAVANA. A demand for recovery of the funds shall be made by Michelin India and SAMABHAVANA shall be liable to refund the same immediately and without any delay. Michelin India shall alone be entitled to determine whether the use of the funds provided by it is reasonable and appropriate based on the reports of the duly appointed auditor. Such report should include the response of SAMABHAVANA as well.
- 4.12 In case SAMABHAVANA fails to complete the CSR Project or donation could not be utilized by SAMABHAVANA, then SAMABHAVANA shall refund the unutilized funds to Michelin India. Michelin India has full discretion to utilize or direct these unutilized funds to other CSR projects.

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For SAMABHAVANA  
Jyoti Thakur  
Secretary & C.O.  
Samabhavana

