



महाराष्ट्र MAHARASHTRA

2023

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प्रधान मुद्रांक कार्यालय, मुंबई  
प.स. ति. क. ८.००००९५  
- 1 AUG 2023  
सहस्र अधिकारी

### MEMORANDUM OF UNDERSTANDING

श्रीमती सायली कोळी

This Memorandum of Understanding ("MOU") is made on this day 01<sup>st</sup> August 23 and agreed By and BETWEEN

**Amadeus Software Labs India Private Limited** with its principal place of business at Amadeus Software Labs India Pvt. Ltd., 6 Etamin B Block, Prestige Tech Park Internal Rd, Kodbisanhalli, Marathahalli, Bengaluru, Karnataka 560103, India, (hereinafter, referred to as "Amadeus", which expression shall, unless it is repugnant to the context or meaning thereof deem to mean and include its successors, affiliates and permitted assigns) as a party of the **FIRST PART**.

AND

**Seva Sahayog Foundation** with its registered office at Plot no 75, Tulshibagwaale Colony, Sahakar Nagar No 2, Parvati, Pune 411009, Maharashtra, India, (hereinafter, referred to as "SSF", which expression shall, unless it is repugnant to the context or meaning thereof deem to mean and include its successors, affiliates and permitted assigns) as a party of the **SECOND PART**.





## RECITALS

A. WHEREAS Amadeus is a provider of IT and software services, developing software products and automated tools, for the travel trade industry including customized software products for travel agents and travel service providers.

B. WHEREAS SSF, is a registered (August 2009) NGO working with a vision to bridge the gap between the "struggling" mankind and the "aspiring" mankind. The organization aims at engaging socially active corporates, groups, and individuals on one hand and needy grassroots communities on the other, matching their mutual interests. The organization has been networking with like-minded individuals from various corporate to create an impact at the grassroots level.

- 5 Lakhs Beneficiaries in FY 2021-22
- 19 Thematic projects
- 150 Corporates
- 12,000 volunteers

The projects are geographically spread across 27 districts of Maharashtra with a strong engagement in 700 schools and 190 communities.

AND WHEREAS, both the Parties are desirous of documenting the understanding between them as under:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER: -

## 1. SCOPE OF THE SERVICE

**1.1** Subject to the terms of this MoU, Amadeus hereby agrees to provide a grant amount up to **INR 11,19,930 only (Rs Eleven Lakhs Nineteen Thousand Nine Hundred and Thirty Only)** to SSF for the period **1st August 2023 to 31st March 2024** which will cover the cost of setting up 2 Mini Science Centers to support Science activities to the students at **Kalyani Nagar, Pune, Maharashtra**. The grant amount will be disbursed by Amadeus as per details listed in Section 4 of this MoU.

**1.2** SSF agrees that the grant amount is to be used only towards the establishment of Mini Science Center Project

## 2. RIGHTS AND OBLIGATIONS OF SSF

**2.1** SSF shall utilise the grant amount only for the establishment of the Project. The Grant Amount will not be used to create any corpus or used for any other purpose other than those specially agreed by Amadeus.

**2.2** SSF shall maintain Book of accounts for the Mini Science Center project.

**2.3** SSF shall have a professional person to spearhead its accounts functions and to maintain the accounts to be submitted to Amadeus

**2.4** In the event of termination of this MOU, SSF shall not be entitled to transfer the unutilised grant amount for the purpose of any other project. SSF undertakes to return to Amadeus unutilised funds





disbursed to it, within 30 days of termination and/or expiration of this MOU with Mutual understanding.

**2.5** SSF shall provide all documentation to Amadeus to enable Amadeus to avail tax benefits under Section 80G of the Income Tax Act, 1961 and other registration certificates for contribution to charitable purposes or under any other applicable law, from time to time. In the event of failure to comply with this, NGO shall keep Amadeus (including its directors/employees/agents) indemnified for all losses, damages and liabilities.

**2.6** SSF shall comply with all applicable anti- corruption laws and regulations, which includes, but shall not be limited to, the U.S. Foreign Corrupt Practices Act and the Prevention of Corruption Act. In relation with its obligations and liabilities under this Agreement, SSF agrees that it shall not offer, promise, authorize, give, demand or accept, any gift, loan, fee, reward or other advantage, to or from any person, to do something which is dishonest, illegal or a breach of trust or to obtain, retain or direct business, or to secure any other improper advantage. SSF shall implement adequate procedures for its employees, agents and contractors to comply with all applicable anticorruption laws and this Clause. SSF shall keep accurate, full, and complete records that support the transactions made under this Agreement. In any event SSF fails to comply with this Clause will be deemed a material breach of this Agreement, Amadeus shall be entitled to terminate the agreement immediately, without prejudice to any claim for damages and compensation from SSF, if any. SSF will indemnify and hold harmless Amadeus from and against any and all loss, cost, expense (including reasonable attorney and professional fees), claims, damage, or liability arising out of or resulting from or occurring in connection with breach of this Section.

**2.7** SSF shall send formal receipts on credit of amount received for the Grant Amount instalments.

**2.8** SSF shall obtain prior written approval from Amadeus for any changes in the Project implementation plan after providing written justification for the change

**2.9** SSF will retain and preserve all records and materials, including invoice records pertaining to the Project for which it has received the contribution from Amadeus for a period of 7 years after expiry or termination of the Agreement. Thereafter the Supplier will not destroy or dispose of or allow the destruction or disposition of such records and material without first offering in writing, to Amadeus, to deliver such records and material or copies thereof to Amadeus at Amadeus expense. If Amadeus fails to request such records and materials within 90 days after the receipt of the written offer, Supplier may destroy or dispose of such records and materials.

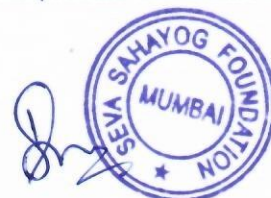
**2.10** Amadeus may audit SSF's performance and completion of the Project. The Audit shall be carried out with a reasonable notice (which may be short, but no less than two (2) Business Days). In any case, Amadeus will reasonably endeavour to avoid any material disruption of the Mini Science Center ongoing projects during the course of the Audit. SSF shall provide all information, reasonable assistance and access to information and its premises during the Audit as may be reasonably necessary to achieve the scope of Audit.

**2.11** SSF shall appoint one resource person as the single point of contact for all monitoring & evaluation related queries.

**2.12** SSF will ensure that data related to the programme is submitted in the manner instructed by Amadeus and updated accordingly on a monthly basis.

### **3. RIGHTS AND OBLIGATIONS OF Amadeus**

**3.1** Subject to SSF complying with the terms of this MOU, Amadeus shall provide the Grant Amount





of Rs. 11,19,930 only to SSF towards implementation of the programme.

**3.2** The funds for the project will be disbursed to SSF over 1 year. Amadeus and/or any of its agents may visit Beneficiary School's premises/such site as and when desired to check the progress of the Project.

**3.3** Amadeus shall have the right to withhold further payments or instalments of grant amount, terminate this MOU, without notice and/or recover damages from SSF if:

**3.3.1** SSF ceases to have charitable status; or

**3.3.2** SSF is dissolved or becomes insolvent; or

**3.3.3** SSF commits breach of this MOU.

#### **4. Mode of Disbursal of Grant**

The Grant shall accrue in three tranches. For these payments Amadeus will do a wire transfer or issue a cheque drawn in favour of "**Seva Sahayog Foundation**" that will be deposited to their local account. The disbursal of the grant is mentioned as below

Tranche No.	Payment Terms	Amount (INR)	Milestones
Tranche 1	50% of the project cost	5,59,965	On signing the MOU
Tranche 2	30% of the project cost	3,35,979	On completion of Installation and 1 <sup>st</sup> teachers Training
Tranche 3	20% of the project cost	2,23,986	On completion of 2 <sup>nd</sup> Teachers Training
<b>TOTAL</b>		<b>Rs 11,19,930</b>	

#### **5. REPORTING AND MONITORING**

**5.1** SSF will share quarterly fund utilization certificates. SSF shall provide periodic reporting of data which will be monthly and quarterly based on the frequency of the activities. The reporting will be as instructed by Amadeus.

**5.2.** SSF agrees to provide a resource person who will be the point of contact for regularly updating the relevant data required for monitoring and evaluation as mentioned by Amadeus based on the format mutually agreed between SSF and Amadeus.

#### **6. RENEWAL**

The Parties shall have an option to renew this MOU, for a term mutually acceptable to Parties, on the terms and conditions agreed upon between the parties, one month prior to the expiration of the current term. The project will be reviewed after the submission of the first report and based on the project performance; the budget for the consecutive years will be disbursed accordingly.



## 7. TERM AND TERMINATION

**7.1** This Agreement will commence on the 1<sup>st</sup> of August 2023 ("**Effective Date**") and will remain in effect until 31<sup>st</sup> March 2024, unless otherwise terminated as provided herein below ("**Term**").

**7.2** Termination for cause: The non-breaching party may terminate this Agreement in whole or in part if the other party commits a material breach and fails to remedy that breach within thirty (30) days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, late delivery or implementation of the Project; mis-utilization of Project Funds disbursed by Amadeus. The solvent party may terminate this Agreement upon written notice if the other becomes insolvent or if any petition is filed or proceedings commenced by or against that Party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

**7.3** Termination for convenience: Notwithstanding anything to the contrary under this Agreement, Amadeus may at any time, terminate this Agreement, in whole or in part with or without cause without liability or obligation upon 30 days prior written notice to SSF

**7.4** Effect of Termination: In the event that either Party gives notice of termination of this Agreement or a Project, then SSF shall: (i) cease all work under any Project; (ii) deliver to Amadeus all deliverables including Project details that have been satisfactorily completed, and are work in progress to the date of such notice; (iii) refund to Amadeus any unused monies, payments or deposits made by Amadeus in advance for any Project that have not yet been utilized or expenses that have not yet been incurred and (iv) at the request of Amadeus will either return or destroy to Amadeus all Confidential Information and data in its possession and to this extent SSF shall certify in writing its compliance with the provisions of this paragraph.

## 8 CONTACT PERSONS

For the aforementioned purposes or any other purpose dealing with this MOU, the contact person will be:

### Seva Sahayog Foundation

**Contact Person Name:** Mr. Dilip Moghe

**Designation:** Director

**Registered Office Address:**

Plot no 75, Tulshibagwaale Colony, Sahakar Nagar no 2,  
Parvati, Pune 411009

### Amadeus

**Contact Person Name:** Subramanian Ganeshan

**Designation:** APAC Engineering Head and Centre Head, Amadeus Labs Bengaluru

**Registered Office Address:**

Amadeus Software Labs India Pvt. Ltd.,





6 Etamin B Block,  
Prestige Tech Park Internal Rd,  
Kodbisanhalli, Marathahalli,  
Bengaluru – 560103  
Karnataka, India

## 9 LIMITATION OF LIABILITY

Amadeus shall not be liable in any manner whatsoever for the actual implementation of the Project. It is clarified that the role and obligation of Amadeus shall be confined to donating the Grant Amount.

a) EXCEPT AS SPECIFICALLY PROVIDED ABOVE NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, WHETHER ARISING UNDER STATUTE, CONTRACT, AND TORT OR OTHERWISE UNDER THIS MOU EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS, OR SHOULD HAVE BEEN, KNOWN.

b) Exclusions to Limitation of Liability: The limitations set for under this Section will not apply with respect to a) claims for either party's breach of its obligation under Section 10 (Confidentiality); b) claims for which the Supplier is obligated to indemnify Amadeus under this Agreement; c) claims for bodily injury or death or physical damage to tangible property resulting from either party's negligence or wilful misconduct d) any claims resulting from either party's gross negligence or fraudulent.

## 10 INDEMNITY

General Indemnification. SSF will, defend, hold harmless and indemnify Amadeus and its subsidiaries affiliates and agents and their respective officers, directors and Amadeus customers (collectively "Indemnitees") from and against all claims third party claims and related costs, expenses, damage, claim, demand or liability including reasonable attorney and professional fees and costs and the cost of settlement, judgement, verdict incurred by or demanded of an Indemnatee ("Loss") arising out of or resulting from negligent acts or omissions or wilful misconduct of SSF including its personnel, SSF's breach of the terms of this Agreement, or any theft or misappropriation of any Amadeus's or its personnel information, property or funds by SSF or its personnel.

## 11 CONFIDENTIALITY

SSF represents and warrants that all information whether in writing or oral or otherwise obtained from Amadeus under this MOU would be kept strictly confidential during the term of this MOU and/or after expiration/termination of this MOU, it shall keep in strict confidence all proprietary information, whether in writing or oral, or otherwise accessed or obtained from Amadeus and shall not divulge, disclose or impart such confidential information to any third party, other than in the proper performance of their duties hereunder or as may be required by a court of competent jurisdiction and/or unless such disclosure of use is specifically authorized in writing by Amadeus.

Excluding any Personal Data as that term is defined under the applicable law, Confidential Information





will not include, or will cease to include, as applicable, information or materials that (i) were generally known to the public on the Effective Date; (ii) become generally known to the public after the Effective Date, other than as a result of the act or omission of SSF. (iii) were rightfully known to SSF prior to its receipt thereof from Amadeus; (iv) are or were disclosed by SSF generally without restriction on disclosure; (v) SSF lawfully received from a third party without that third party's breach of a confidentiality obligation; or (vi) are independently developed by SSF. The provision of this clause shall survive the termination of this MOU.

## 12 PUBLICATION AND BRANDING

12.1 SSF shall not make any press release or public announcement concerning this MOU or the related negotiations without the prior written approval of Amadeus. SSF acknowledges that Amadeus is the owner or licensed user of the trademark "AMADEUS". Parties will mutually agree prior to making any press releases and public announcements regarding the Project.

12.2 SSF acknowledges that use of Amadeus Trademarks in violation of the provisions of this MOU will cause irreparable damage to Amadeus and will constitute an incurable and material breach of this MOU and will be a ground for immediate termination of this MOU, without any prior notice to SSF.

12.3 Amadeus reserves its right to periodically supervise SSF compliance of its obligations hereunder.

12.4 SSF acknowledges, confirms, and agrees that the permission granted to use Amadeus Trademarks by SSF is non-assignable, non-transferrable, non-sub-licensable, restricted to the territory of India and strictly for the purposes of permitted use. For clarity SSF will not use the name "AMADEUS" except as otherwise permitted under this Agreement for the Permitted use or as may be expressly agreed by the Parties in writing.

## 13 FORCE MAJEURE

Parties will be excused from performance and shall not be liable for any delay in delivery or non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control of Parties including, epidemic, pandemic, natural calamity, civil disobedience, riots, fire accidents, diplomatic impasse and Act of God.

## 14 DISPUTE RESOLUTION

Any dispute and/or difference arising out of or pertaining to this MOU, shall first be amicably resolved by the Parties through negotiations, failing which the same shall be subject to arbitration of arbitrator/s to be set up by Parties on mutual consent, such dispute and/or difference shall be settled by Arbitration in Bangalore in accordance with the Indian Arbitration And Conciliation Act, 1996 ("Act of 1996") by three (3) arbitrators, appointed in accordance with the Act of 1996. All arbitration proceedings shall be conducted in English. The arbitration award shall be final and binding upon the Parties and each Party will bear its own costs of arbitration and equally share the fees of arbitral tribunal.

## 15 RELATIONSHIP OF PARTIES

This relationship shall not constitute any partnership between the parties, nor, except as expressly set out



in it, constitute any party as the agent of the other party, nor shall any party have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the other party

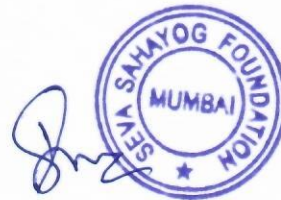
#### **16 GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the Laws of India and the courts at Bangalore shall alone have the exclusive jurisdiction on the terms governing this MOU to the exclusion of all other courts situated elsewhere.

#### **17 GENERAL**


The MOU may be amended by mutual consent through an exchange of written correspondence ("Note of Amendment") between SSF and Amadeus, signed by authorized representatives of both the Parties. SSF shall not be entitled to assign any of its rights, benefits, or obligations under this MOU without prior written consent of Amadeus. This MOU shall be binding upon the Parties. This MOU shall be executed in two parts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument. This MOU constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations, and understandings of the Parties with regard thereto.

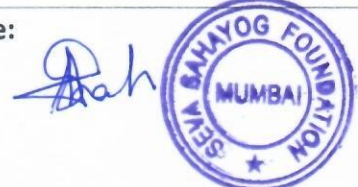
**SIGNATURE PAGE FOLLOWS**





IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands the day and year first hereinabove written.

<b>For Amadeus</b>	<b>For Seva Sahayog Foundation</b>
<b>Signature:</b>	<b>Signature:</b>
	
<b>Name:</b> Subramanian Ganeshan	<b>Name:</b> Mr Dilip Moghe
<b>Title:</b> APAC Engineering Head and Centre Head, Amadeus Labs Bengaluru	<b>Title:</b> Director
<b>In the Presence of:</b> Ribu Choudary	<b>In the Presence of:</b> Mr Abhinandan Sah

<b>Signature:</b>	<b>Signature:</b>
	
<b>Name:</b>	<b>Name:</b> Mr Abhinandan Sah
<b>Date:</b>	<b>Date:</b> 01 / 08 / 23

# PROJECT PROPOSAL

## Annexure I

Mini Science Centre-All 80 Exhibits along with backdrops, manuals and other branding items delivered to 2 Schools and installation of the same also completed in both schools, sharing installation details along with some photos of these 2 schools.

### Project Title: Mini Science Center

#### Project Details:

##### Strategic Areas of Focus

- a) Improve the quality of access for students from less privileged sections of society
- b) Enhance the aptitude capacity and skills of students to learn science and mathematics in the more effective and interesting way and that also upgrades teacher's skills
- c) Providing a platform to exhibit and execute for Students and teachers through customized programs/events.
- d) Create partnerships and collaboration with various stakeholders to ensure programmatic sustainability for the project.

##### Project Need

We at Seva Sahayog Foundation strongly believe that education is an equalizer offering the socio-economically less fortunate students an equal opportunity to succeed in their careers. While the development of the students depends upon their understanding and analytical skills, experiential learning can trigger the spark of curiosity, provide a conducive learning atmosphere and equipments and promote a scientific perspective to the students. Seva Sahyaog Foundation aims to provide Mini Science Centre – (MSC) that supports and encourages the students to develop aptitude & skills. Science activities are done to stimulate curiosity, provide practical opportunities to explore a concept in easy ways, and develop appropriate hands-on experience in understanding science and its concepts which is sadly absent today across all our education syllabus and more so with the burden of less teaching staff in rural, municipal schools which are for the underprivileged children.





### Project Summary Statement

Mini Science Centre is a very educative innovative systemic instrument to revolutionize Science & Math education that makes learning accessible. It is a catalytic channel that is interactive, engaging, & fun that's aimed to raise awareness, grasp the information & strengthen the aptitude foundation of children; furthermore also supports the teachers in teaching - with a focus on science & Maths Mini science Centre has a range of 80 tabletop working models clearing 150 concepts of Math & Science with backdrops and manuals in 9 regional languages providing hands-on experience for learning Science and Mathematics for class 5 through 10.

### Methodology

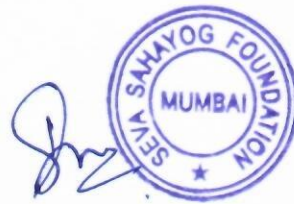
1. Developing an implementation plan with our knowledge partner - STEM Learning Pvt. Ltd. Seva Sahayog Foundation has previously worked with STEM Learning Pvt. Ltd. and found them fit on the grounds of compatibility and capacity, uniqueness and customization, timely delivery of the project and geographical footprint across India. Seva Sahayog Foundation intends to execute the project with the Knowledge partner - STEM Learning Pvt. Ltd.
2. Documentation and approvals from the education department and authorities. The step shall include meeting the District collectors, education officers, School principal and school teachers for execution of the project.
3. Establishment of the Mini Science Centers in 2 schools, with a setup of 80 Models + 80 Users Placards, + 40 Colorful Backgrounds + 1 Safety Placard + 1 Teachers Manual on a wooden platform with electric connections.
4. Conducting Teacher's training programs to ensure the delivery of education and conducting science learning sessions are more effective through experiential learning methods. The sessions are conducted twice in an academic year, so as to reinforce the concepts and resolve the challenges faced by the teachers while teaching the students.
5. Follow up visits are made to assess the effectiveness of the established mini science center, and the challenges faced by the teachers. The same is further supplemented by establishing a communication channel between the school teachers and the trainers of the Knowledge partners to further ensure quick remote support mechanism.
6. Assessment of the students are taken based on the rise in interest and curiosity through the experiential learning methods implemented by the school teachers.
7. The documentation and reporting of the project is conducted on a set frequency after completion of the following milestones:
  - a. Establishment of the mini science center
  - b. Conducting the teachers second teachers training
  - c. Completion of the assessment of the students.



The expected outcome of the program

- Improved interest of students for learning science and mathematics by creating child friendly eco system which is fun and hence enjoyable.
- Empowering teachers with easy teaching aids.
- Improve regularity in conducting the science and math's class through better engagement of teachers in teaching.
- Aptitude foundation laid for educational consolidation.

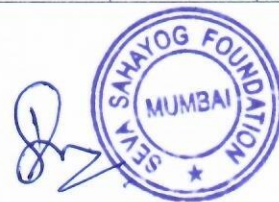
**Project location: Kalyani Nagar, Pune, Maharashtra**





## Annexure II

BUDGET: Validity For 60 Days From Submission.					
SR. NO	ITEM	DESCRIPTION	1 SCHOOL	NO OF SCHOOLS	2 SCHOOL
1	MINI SCIENCE CENTRE	80 Models + 80 Users Placard + 40 Colorful Backgrounds + 1 Safety Placard + 1 Teachers Manual Includes Installation, Delivery & 1st Years Maintenance	3,91,700	2	7,83,400
2	TRAINING OF TEACHERS (TTP)	2 Visits Per School i. Fresh Teachers Training Programmed ii. Refresher's Teachers Training Programme	47,200	2	94,400
3	MONITORING & EVALUATION	Total - 2 Visits I. Base Line Survey II. End Line Impact Assessment	47,200	2	94,400
4	ANNUAL MAINTENANCE CONTRACT	Cleaning Servicing & If Replacement (If Any) (Applicable from Second Year)	47,200	2	0
5	INFRASTRUCTURE	Set Up of Platforms & Electric Connections	47,200	2	94,400
		<b>Total of setup (1+2+3+5)</b>	<b>5,33,300</b>		<b>10,66,600</b>
6	ADMIN COST	NGO Management 5%	26,665	2	53,330
<b>TOTAL (1+2+3+5+6)</b>			<b>5,59,965</b>	<b>2</b>	<b>11,19,930</b>



**Payment Terms**

Sr No	Payment Tranche	Percentage %	Amount	Milestones
1	1st Tranche	50	5,59,965	On Signing the MOU
2	2nd Tranche	30	3,35,979	On completion of Installation and 1st Teachers Training
3	3rd Tranche	20	2,23,986	On completion of 2nd Teacher's training
	<b>Total</b>	<b>100</b>	<b>11,19,930</b>	

