

Memorandum of Understanding

Between

PTC Software (India) Private Limited

And

Seva Sahayog Foundation

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 31 JAN 2024 and shall be effective from 10th January 2024 ("Effective Date")

BY AND BETWEEN

Seva Sahayog Foundation is a not-for-profit company registered under the ROC and registered with the Sub Registrar, Pune city with registration number U85100PN2009NPL168137 dated 13/01/2017, having CSR Registration Number CSR00000756 and having its registered office at S.NO.89,90,91/2, PLOT NO. 75, TULSHIBAGWALE COLONY, SAHAKARNAGAR NO. 2, NEAR MEGHNA SOCIETY, PARVATI, PUNE, Maharashtra, India, 411009 hereinafter referred to as "SSF" (which expression shall be deemed to mean and include its successors and permitted assigns)

AND

PTC Software (India) Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 with its registered office at Survey # 15, Marisoft - II complex, behind Carnival Gold, Kalyani Nagar, Pune, Maharashtra 411014 (hereinafter referred to as "PTC", "PTC India", SSF and PTC India are hereinafter individually referred to as 'Party' and together as 'Parties'.

RECITALS

- A. WHEREAS SSF is an organisation registered in Pune, Maharashtra. It is a non-profit organization established with the purpose of helping underprivileged children in education throughout the country. It also works for the promotion of quality education and the dissemination of science and education in rural areas.
- B. Whereas PTC is a company engaged in the business of sale of software products and related services.
- C. Whereas SSF has represented to PTC India that it has set up and currently operates Setup of Mini Science Center in government aided schools on a charitable basis (hereinafter referred to as 'Project') and has requested PTC India to support the Project under CSR partnership.
- D. Whereas PTC India is, on the basis of the representations of SSF, desirous of supporting the Project as a charitable project under CSR partnership for a period of 2 Indian financial years i.e., for FY 23-24 and FY 24 - 25 from 10th January 2024 - 31st March 2025. ("the Term") for an amount not exceeding INR 15,05,910 subject to the terms of this MoU.
- E. WHEREAS the Parties now desire to capture their understanding in this MoU in relation to PTC India's support towards the Project.

The parties to this MoU in consideration of the mutual covenants set forth herein and subject to the terms and conditions set forth in this MoU agree as follows:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. Grant
 - 1.1 SSF has represented to PTC India that it will require an amount of INR 15,05,910 (hereinafter referred to as 'Grant Amount') to set up and operate the Project during the Term.
 - 1.2 PTC India on the basis of the above representation of the SSF, hereby agrees to provide the Grant Amount of INR 15,05,910 /- to SSF towards setting up and operating the Project.



- 1.3 The Grant Amount will be disbursed by PTC India as per the details set out in Schedule – I of this MOU.
- 1.4 SSF hereby agrees to use the Grant Amount solely towards setting up and/or operating the Project during the Term.
- 1.5 SSF to provide payment receipts of the funds received within two (2) days of receiving the allocated Grant Amount for the concerned Indian financial year and fund utilisation certificate audited by a Chartered Accountant before 30th April of the applicable Indian financial year for which the Grant Amount is provided by PTC.
2. **Representations and Warranties**
 - 2.1 Each party represents and warrants to the other party that:
 - a. It has full power and authority to execute, deliver and perform its obligations under this MoU;
 - b. The execution and delivery of this MoU will not result in breach of its constitutional documents and/or default under the laws to which it is bound; and
 - c. The execution and delivery of this MoU will not result in breach of any terms and conditions of any agreement to which it is a party.
3. Any government/statutory taxes/levies like service tax applicable now or hereafter shall be borne and paid by each party as applicable.
4. **Additional Representations of SSF**

SSF is a not-for-profit company registered with the Registrar of Companies under Section 25 B of the Companies Act 1956 (Now Section 8 of the Companies Act, 2013) dated 31st August 2009 vide no. U85100MH2009NPL195370. The number then changed to U85100PN2009NPL168137 due to shifting of our registered office to Pune. It has been granted the certificate under Section 80G of the Income Tax Act, 1961 vide Order no AAITS8081RF20214 and shall be valid and subsisting as of the entire Term of this MOU.

 - 4.1 SSF represents to PTC India that it has the necessary expertise, facilities, manpower, and resources to setup and operate the Project and achieve the outcome as agreed between the Parties in terms of this MOU.
 - 4.2 **Surplus:**
 - a. SSF represents that the surplus generated, if any, from the activities undertaken by it under the Project, shall be utilized by SSF for the purpose of the Project on or before 15th March of the Indian financial year in which the surplus gets generated.
 - b. SSF should intimate PTC on or before 15th March of the applicable Indian financial year once it has utilized the surplus generated, if any, for the purpose of the Project.
 - c. **Self-Certified Grant Utilization Certificate:** On or before 15th March of the applicable Indian financial year, SSF shall submit to PTC a self-certified grant utilization certificate (in a format approved by PTC) as a proof that the surplus generated in the concerned financial year have been utilized by SSF for the purpose of the Project.
 - d. **Final Grant Utilization Certificate:** In case any amounts from the surplus, remain unspent on 15th March of the concerned Indian financial year, SSF shall utilize such unspent surplus amounts only for the purpose of the Project on or before the 31st of March of the concerned Indian financial year. Upon such utilization, SSF shall provide PTC a final self-certified grant utilization certificate (in a format approved by PTC) on or before 31st of March of the



- concerned Indian financial year, indicating that the surplus has been utilized by SSF for the purpose of the Project stated in this MOU.
- e. **Refund:** In case the surplus still remains unspent on 31st March of the concerned Indian financial year, SSF shall provide PTC a refund of such unspent surplus amount within fifteen (15) days from the end of the applicable Indian financial year i.e., on or before 15th April of the next Indian financial year.
 - f. For the purpose of this MOU, "surplus" refers to income generated from the spend on CSR activities under the Project, e.g., interest income earned by SSF on funds provided by PTC, revenue received from the CSR Project, disposal/sale of materials used in the CSR Project, income from sale of carbon credits, if any, for commercial purposes and other similar income sources.
- 4.3 SSF to provide PTC with detailed address of the Project implementation site/s in the Schedule II of this MOU.
- 4.4 **Implementation and Intimation:** The Project implementation for the respective items mentioned for the applicable Indian financial year in Schedule II of this MOU shall be completed by SSF on or before 15th March of the applicable Indian financial year. SSF should intimate PTC on or before 15th March of the applicable Indian financial year once implementation is completed.
- 4.5 **Site Visit:** After implementation of the items mentioned in Schedule II, SSF shall organize a site visit for PTC CSR members between 15th March to 31st March of the applicable Indian financial year or as otherwise decided by PTC in the succeeding financial year/s for verification of the Project implementation for the concerned financial year.
- 4.6 **Photographs:** SSF to share clear and dated photographs of the implementation sites (before implementation and after implementation) with PTC for the respective items mentioned for the applicable Indian financial year in Schedule II of this MOU. The photographs shall be submitted between 15th March to 31st March of the applicable Indian financial year.
- 4.7 **Self-Certified Grant Utilization Certificate:** On or before 15th March of each applicable Indian financial year, SSF shall submit to PTC a self-certified grant utilization certificate (in a format approved by PTC) as a proof that the funds for the concerned financial year have been utilized by SSF for the purpose stated in Schedule II.
- 4.8 **Final Grant Utilization Certificate:** In case any amounts from the funds remain unspent on 15th March of the concerned Indian financial year, SSF shall utilize such unspent amounts on or before the 31st of March of the concerned Indian financial year for the purpose stated in Schedule II. Upon such utilization, SSF shall provide PTC a final self-certified grant utilization certificate (in a format approved by PTC) on or before 31st of March of the concerned Indian financial year, indicating that the funds have been utilized by SSF for the purpose stated in Schedule II of this MOU.
- 4.9 Each grant utilization certificate provided by SSF under this MOU shall contain details of the total contribution received, total amount utilized, date of utilization, purpose of utilization, surplus or capital assets generated, if any, unspent amount or unspent surplus, if any and details thereof.
- 4.10 **Refund:** SSF shall, in case there is still any unspent balance from the contribution provided after fulfillment of the said purpose, or in case of failure to use the contribution or any part thereof within the time specified above, inform PTC the reasoning thereof, and shall provide PTC a refund of such unspent balance within fifteen (15) days from the end of the applicable Indian financial year i.e., on or before 15th April of the next Indian financial year.



- 4.1 **Audited Grant Utilization Certificate:** For the funds utilized in each Indian financial year, SSF shall submit to PTC an annual audited grant utilization certificate before 30th April of the next Indian financial year. (i.e., the audited grant utilization certificate for the funds utilized in FY 23-24 shall be submitted on or before 30th April 2024 and the audited grant utilization certificate for the funds utilized in FY 24-25 shall be submitted on or before 30th April 2025.

5. **Rights and obligations of SSF**

- 5.1 SSF shall utilize the Grant Amount only towards the Project and only for the purposes as agreed to by PTC India.
- 5.2 SSF acknowledges that the Project will be funded solely by PTC India and that no other funding partner or funding agency is and will be sought to fund the Project by SSF.
- 5.3 SSF shall maintain proper accounts of the Project including the Grant Amount disbursed and submit a statement of utilisation to PTC India as mentioned in the MOU. PTC India shall have the right to inspect the books of accounts of SSF and to run an audit where necessary at any time.
- 5.4 SSF shall have a professional person to spearhead its accounts functions and to maintain the accounts to be submitted to PTC India.
- 5.5 In the event of termination of this MoU, SSF shall not be entitled to transfer the unutilized portion of the Grant Amount for the purpose of any other project/projects and agrees to duly return all such unutilized funds to PTC India immediately.
- 5.6 SSF would submit all the necessary documents (such as third-party invoices, etc.) to PTC as and when the fund is utilised by SSF.
- 5.7 SSF would allow PTC to audit the books of account with the prior one week prior intimation for the Indian financial year during which the Project is being carried out and for the succeeding three Indian financial years.

6. **Rights of PTC India**

- 6.1 PTC India shall have the right to withhold further payments or instalments of the Grant Amount and/or terminate this MoU if:
- SSF does anything which, in the opinion of PTC India, brings, or is likely to bring, the reputation of PTC India, or any member thereof into disrepute; or
 - SSF or any of its employees, consultants, or agents is involved in any manner in corruption or bribery or otherwise acts fraudulently or negligently or with criminal intent in the SSF; or
 - SSF ceases to have charitable and non-profit status; or
 - SSF is dissolved or becomes insolvent; or
 - SSF commits a breach of the terms of this MoU.

7. **Binding Nature**

- 7.1 This MOU shall be binding between the Parties.
- 7.2 The terms contained in this MoU shall be construed as a definitive commitment by PTC India and SSF to complete the proposed transactions provided for under this MoU.



8. Reporting and Monitoring

SSF shall submit quarterly reports (in a format approved by PTC) on the Project progress as per the quarterly reporting format set out in Schedule III of this MOU. SSF assures PTC India that the Project shall achieve the following outcomes over 2023 – 2024 and 2024 – 2025 financial year/ period:

Activity	Student Exposures	Number of Schools
Setting up of Mini Science Center (STEM LAB)	4009	2

9. Limitation on the liability

PTC India will not be responsible in any manner whatsoever for the actual implementation of the Project. PTC India will also not be responsible for any claim, damage, loss, or harm that is caused to any person or property, in the implementation of the Project. The total liability of PTC India pursuant to this MOU shall, at any time, be limited to the extent of the Grant Amount already advanced to SSF.

10. Term

This MoU shall remain in force and effect for the Term of the Project i.e., for FY 23-24 and 24 – 25 i.e., from 10th January 2024 to 31st March 2025. Notwithstanding the above, the terms of this MoU shall continue to govern performance by SSF of the obligations stated in this Agreement, that are to be performed after the end date of the MoU.

11. Termination

PTC shall be entitled to terminate this MOU at any time during the Term with immediate effect if:

- a. SSF has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent or unlawful practice, coercive practice, undesirable practice, or restrictive practices,
- b. SSF has failed to utilize the Grant Amount for the Project in terms of this MOU, or
- c. SSF commits breach of this MOU.

In the event of such a Termination by either party, the portion of the Grant Amount utilized not in accordance with this MOU and the unutilized portion of the disbursed Grant Amount shall be returned by SSF to PTC India immediately and PTC shall be relieved of its obligations under this MOU. Notwithstanding anything to the contrary, upon termination of this MOU for any reason whatsoever, SSF shall fulfill its obligations under the MOU to the extent of the Grant Amount spent.

This MOU shall not be terminated by SSF during the Term for any reason except:

- a.
- b. Force Majeure: Events beyond the control of either party, limited to acts of nature, war, or other unforeseen circumstances that make it impossible in PTC's reasonable opinion to perform the obligations under this MoU.
- c.
- d. Mutual Agreement: Both parties may agree to terminate the MoU if it is in the best Interest of both and if circumstances have changed since the MoU was established.



12. Indemnity

SSF confirms that PTC India shall not be liable or responsible in any manner for any act of SSF, and SSF hereby agrees to indemnify and keeps indemnified and holds PTC India, its directors, and employees harmless from and against all or any loss, damage, charges, costs and expenses that may be incurred or suffered by PTC India or any one of its directors and employees on account of any claim arising out of SSF's breach of this MOU, SSF's breach of applicable laws or arising out of PTC India's association with the Project.

13. Exclusivity

The parties agree that this MoU shall be exclusive only for the Project and that the Parties may work with other persons/organizations for other projects.

14. Dispute resolution and Jurisdiction

14.1 The provisions of this MOU shall be governed by, and construed in accordance with Indian law, and any dispute, controversy, or claims arising out of or relating to this Memorandum of Understanding shall be settled by Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be held in Pune, India and the language of the proceedings shall be English.

14.2 Subject to the provisions of arbitration as mentioned above, this Agreement shall be subject to the jurisdiction of the Courts at Pune, India.

15. Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and dispatched by hand delivery or Registered Post Acknowledgement Due (RPAD) or by courier to the address specified below, or transmitted to the facsimile number specified below, and shall be deemed sufficiently made or given on the date of delivery if delivered by hand, or on the date of mailing if dispatched by registered post acknowledgement due or by courier or on the date the facsimile was sent, to the address listed below. Either party may change its address or facsimile number, by written notice to the other.

For PTC India

Kind attn.: Aniket Marathe

Address: PTC Software (India) Private Limited

Survey # 15, Marisoft - II complex, behind Carnival Gold, Wadgaonsheri, Kalyani Nagar, Pune, Maharashtra 411014

For Seva Sahayog Foundation

Kind attn.: Mr. Dilip Moghe (Director)

at Address : Second Floor, Soman Building, Behind Hotel classic, Old Nagardas Road, Andheri (East) Mumbai, Maharashtra -400069

Tel: 9323542792

16. 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 another 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.



17. Miscellaneous

A party shall not assign or transfer this MoU or any rights or obligations under this MoU without the prior written consent of the other party. This MoU shall only be amended, if in writing signed by an Authorized representative of each Party. The headings in this Memorandum of Understanding have been included solely for ease of reference and shall not be considered in the interpretation or constructions of this Memorandum of Understanding. If any clause/part of this MoU is declared/discovered to be illegal, remaining part/clauses will be effective and binding.

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

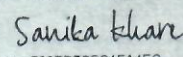
For and on behalf of
PTC Software (India) Private Limited

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Name: Aniket Marathe
Title: Director – Legal, Legal Counsel

Witness:

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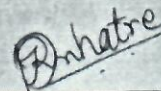
Name: Sanika Khare
Contact Details: sgghaisas@ptc.com

For and on behalf of
Seva Sahayog Foundation

Name: Mr Dilip Moghe
Title: Director

Witness:



Name: Rujuta Mhatre
Contact Details: 9833170504

Schedule – I

PROJECT SUMMARY – To set up 2 stem labs in 2 government schools in Pune.	
Project	PTC Software (India) Pvt. Ltd and Seva Sahayog Foundation
Project Area	Two government aided PMC schools in Pune <ul style="list-style-type: none"> - Lonkar Madhyamik Vidhyalay, Pune - Shree Vagheshwar Vidhyalay, Pune
Beneficiary Outreach	Students and Teachers
Project Time	– From 10 th January 2024 to 31 st March 2025
Total Project Budget	INR 15,05,910
First Instalment in Jan 2024 / Feb 2024	INR 14,32,410 (For FY 23-24)
Second Instalment in April / May 2024	INR 73,500 (For FY 24-25)
Focus Area	Education
Key Performance Indicators	<p>Following are the key indicators</p> <ul style="list-style-type: none"> - Improvement in the aptitude of students towards science and mathematics. - Capacity Building of teachers by training of easy teaching aids. - Increase inquisitiveness and rational thinking among students. - Minimisation of fear among students for STEM related subjects. - Improve the efficiency of teaching time.

Schedule – II

Budget for Mini Science Center (STEM Lab)

Sr.No	Particular	Description	Budget for FY 2023 – 24 for 1 STEM LAB (In INR)	Budget for FY 2024-25 for 1 STEM Lab (In INR)
1.	Stem Lab set up	80 MODELS + 80 USERS PLACARD+ 40 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL INCLUDES INSTALLATION, DELIVERY & 1st YEARS MAINTENANCE	336,300	-
2.	Training of teachers	Training of teachers	21,300	20,000
3.	Monitoring and evaluation, and reporting	Visit to the school for baseline assessment and M&E.	36,300	10,000
4.	Annual Maintenance	Maintenance of the equipment's	-	-
5.	Infrastructure cost	Painting of the lab with artwork and providing other basic infrastructure like mats, cabinets etc.	2,36,000	-
6.	Electric boards	Set up of platforms and electric boards	47,200	-
7.	Miscellaneous cost	DIY activities.	5,000	5,000



8.	Admin Cost	5% of the total cost	34,105	1,750
9.	Total Cost for 1 Stem Lab		7,16,205	36,750
	Total Cost for 2 STEM Labs		14,32,410	73,500
	Grand Total for 2 Stem Labs for FY 23-24 and FY 24-25		15,05,910	

Schedule II
Schools & No. of beneficiaries Details

School-1 School Name: Lonkar Madhyamik Vidhyalay, Pune
 Location (city/region): Kharadi Gaon, Mundhava Road, Pune 411036.
 Type of School (Primary, Secondary, or High School): high school
 Class 5th to 12th
 Number of Students: 1962
 Number of science and math teachers: 12
 Contact Person (Principal/Head Teacher): Ms. Shivaji Mhetre.
 Contact Information: 9284034289

School - 2 Name: Shree Vagheshwar Vidhyalay, Pune.
 Location (city/region): at Post Charoli, Pune 412105.
 Type of School (Primary, Secondary, or High School): high school.
 Number of students: 2047
 Number of Teachers: 06 Contact Person (Principal/Head Teacher): Dhavade, sir.
 Contact Information: 942253466

Schedule III
Reporting format

Start date to end date	Complete project report to be shared.
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Annexure: -I

Reporting Format:

1. Introduction
2. Coverage
3. School-level leadership meeting
4. Collaboration
5. Monitoring & Evaluation
6. Best Practices
7. Outcomes / Impact
8. Visits
9. Way forward
10. Before & Current
11. News Clippings



Timeline of The Project

Program Activity – Timeline	M1	M2	M3
<i>Project Initiation</i>	✓		
<i>MoU Execution</i>	✓		
<i>Infrastructure & Boards</i>	✓		
<i>Delivery of MSC</i>		✓	
<i>Installation of Lab</i>		✓	
<i>Delivery of E-learning Materials</i>		✓	
<i>Installation of E-Learning Material</i>		✓	
<i>Base Line</i>		✓	

