

AGREEMENT

This Agreement is made at Bangalore 30th August 2023.

The date of commencement of the program on 30th August 2023.

BETWEEN

CRY Foundation

FIRST PART,

AND

STEM LEARNING PRIVATE LIMITED, having its PAN card number as AAQCS0110G, GST Number as 27AAQCS0110G1ZL. having its registered office at **STEM LEARNING PRIVATE LIMITED**, ICON 1205, MARATHON NEXTGEN, LOWERPAREL(WEST), MAHARASHTRA, MUMBAI - 400013, INDIA (hereinafter referred to as "VENDOR" which expression shall unless it be repugnant to the meaning and context thereof be deemed to mean and include its Executors, Administrators, successors and assigns) of the **SECOND PART**.

VENDOR and CRY Foundation are collectively referred to as "Parties" and individually as "Party".

WHEREAS

Whereas the VENDOR is an organisation, based in **Mumbai** which have experience in **supplying & installation of Mini Science Centre's** and has the required manpower, expertise and infrastructure to carry out such deliverables to CRY Foundation.

Now therefore, based on the aforesaid representations CRY Foundation intends to engage the VENDOR and for this purpose both the VENDOR and CRY Foundation agree to legally bind themselves to the following terms and conditions:

I. Scope of Services:

The VENDOR will be engaged as supplier for **supplying & installation of 1 Mini Science Centre's** to CRY Foundation, for PAN INDIA.

Rate agreed with Vendor is mentioned below:

Description	Per Unit Cost	Schools	Total
STEM MINI SCIENCE CENTRE, [80models, 40 background, delivery, installation and 1st year maintenance)	3,77,400	1	3,77,400
Training of Teachers (TTP) 1 sessions in 1 year	41,300	1	41,300
Monitoring & Evaluation (M&E) 1 visit + Annual Report	41,300	1	41,300
Annual - Maintenance Contract for One Year	Not Applicable	0	0
GRAND TOTAL	4,60,000	1	4,60,000

COMMERCIAL TERMS AND CONDITIONS DISCUSSED AND AGREED WITH VENDOR
Rates are inclusive of all taxes and transportation.
Rates are valid for 12 Months from the date of signing the agreement.
Payment will be made based on the Proforma Invoice raised by the VENDOR.
Payment will be made through RTGS/NEFT mode.
Goods will be delivered to the location within 30 days of receiving the purchase order.
No cancellation charges when order is Cancelled and informed before 48 hrs. to Vendor.
Goods will be delivered to the location as per address mentioned in the purchase order and in one location.
Vendor will ensure the timeliness and will deliver the materials as per the purchase order.
Transit Insurance will be the responsibility of the Vendor.
Materials to be delivered as per quality and quantity mentioned in the purchase order. Any damage goods need to be reported to Vendor immediately over email within 48 hours of receiving the goods and Vendor will replace free of cost within 10 days' time.

2. Payment Schedule:

- a) CRY Foundation shall make payment only for the services delivered on the following terms and conditions as below. CRY Foundation shall not be responsible to make any payment or reimburse any costs/expenses incurred by the VENDOR for any service that has not been prior approved by CRY Foundation in writing.
- b) CRY Foundation shall not be liable to make payment for any defective goods/services and for delivery that is delayed beyond a period of 10 days provided that such delay is not due to force majeure causes as stated. In such instances, CRY Foundation shall be entitled for replacement of defective goods or added services and/or use its best judgment to make appropriate payment which shall not be disputed by VENDOR, the Vendor whatsoever.
- c) Submission of the Annual Report as per the expectations of CRY Foundation. The Annual report should be submitted in hard and soft copy to CRY Foundation.
- d) 70% Payment on the time of Purchase Order, 30% Payment after Installation of Mini Science Centre.

3. Time is of Essence:

Parties agree that timelines mentioned in this agreement, are of essence to the agreement. Any delay in the delivery of services/goods shall entitle CRY Foundation to deduct a sum of 2% of the total payment while making the final payment.

4. Confidentiality and access to information

- a) VENDOR agrees not to discuss its performance of services under this Agreement with any third party without the prior written consent of CRY Foundation. VENDOR agrees to hold in confidence for the benefit of CRY Foundation any confidential information.
- b) VENDOR agrees that all materials, reports, information, presentations, documentation, modules or other work related documents generated by the VENDOR in the performance of services under this Agreement are the intellectual property of CRY Foundation and the VENDOR hereby assigns all rights, title and interest in the same to CRY Foundation.

5. Representation and Warranties of the VENDOR. The Vendor hereby represents and warrants to CRY Foundation that:

- a) it is competent to undertake this service /project and discharge all its obligations under this Agreement in an efficient manner;
- b) it has the relevant experience, expertise and resources to discharge all its obligations under this Agreement;

- c) this Agreement creates a binding and legally enforceable agreement on the Parties, and it has the requisite rights, powers and titles to grant and convey the covenants, commitments and undertakings set forth herein;
- d) its representations and warranties herein neither omit any material fact nor are misleading and no condemnation proceedings, litigation or attachments or administrative actions or any other matters are pending or threatened against it preventing it from the performance of its obligations;
- e) it will perform its obligations under this Agreement in compliance with all applicable and enforceable laws, ordinances and regulations and will obtain and maintain in full force and effect any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder;
- f) neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated herein conflict with or will result in a breach of any of the terms, conditions or provisions of any documents, agreements or instruments to which it is a party or by which it is bound; and
- g) It shall not during the term of this agreement, enter or acquiesce in any other agreement which would prevent it from fully complying with the provisions of this agreement.

6. Adherence to CRY Foundation Child Protection Standards, Behavior Protocols, and/or Policies

- a) VENDOR and or its personnel agree to adhere to CRY Foundation Child Protection Standards, Behavior Protocols, and/or Policies in respect to any interaction with children.
- b) VENDOR agrees and accepts that failure to adhere to these child protection measures will be regarded, as a breach of a material term of this Agreement and CRY Foundation shall have the right to immediately terminate this Agreement without any further liability resulting from such termination.

7. Independent Status:

It is agreed and understood that each Party has no proprietary interest in the business of the other Party and this agreement shall not be construed to create any agency, partnership, or joint venture relationship or to permit either party to bind the other party to an agreement or to act on behalf of the other party in any respect. Each party shall be responsible for their own acts or omissions, and those of their employees, contractors or any other personnel engaged by them in the execution of this agreement which is on a non-exclusive basis.

8. Compliance:

The Parties hereby agree that each Party shall be responsible for compliance to laws, statutes, rules, ordinances as applicable to each Party and for discharging respective statutory obligations including all taxes as applicable and each party hereby declares that performance of its services under this agreement will not in any way be compromised or hindered or affected due to the same and no other approval or sanction is necessary for the performance of its obligations hereunder.

9. Assignment:

VENDOR shall not assign or purport to assign or otherwise deal with any of its rights and obligations hereunder to any other party without the prior written consent of CRY Foundation.

10. Indemnity:

VENDOR agrees to on demand indemnify, defend and hold harmless CRY Foundation and its directors, employees and representatives from and against any and all liabilities, costs, expenses, including claims, damages, actions, suits, or proceedings arising out or in relation to the services performed by the VENDOR under this agreement including any harm or injury sustained by any person or any third party in the course of, or purported course of the VENDOR's obligations under this Agreement as well as against any false representation /warranties on the part of the VENDOR, as the case maybe.

11. Anti- Corruption:

CRY Foundation is committed to accountability and transparency as an expression of its core value of "Stewardship" and hence is against all forms of corrupt practices and expects the same from the VENDOR in all its dealings which the VENDOR hereby consents unconditionally.

12. Waiver:

Failure by CRY Foundation to promptly exercise any option or right granted, or to require strict performance of any obligation herein imposed shall not be deemed to be a waiver of such rights or of the right to demand subsequent performance of any and all obligations herein imposed

13. Entire:

This agreement supersedes any and all other agreements oral or written between the VENDOR and CRY Foundation with respect to the subject matter here of and no agreement statement or promise relating to the subject matter of this agreement other than that which is contained herein shall be binding upon the parties.

14. Severability:

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

15. Amendment:

This agreement may not be amended except by written mutual consent of the parties to this agreement. The amendments shall be documented and allotted a distinctive number and shall form part of the agreement.

16. Term & Termination:

- a) This agreement shall be valid for a period commencing from 30th August 2023 and shall automatically end on 31st March 2024. In the event of any renewal or extension, the same shall be after mutual discussion.
- b) CRY Foundation, shall have the right to terminate this agreement in the event of any false or incorrect statement and/or representation or concealment of any material statement or failure to perform any function or breach of any of the terms and conditions mentioned herein by the VENDOR, by giving a notice of 30 days in writing.
- c) In such an event the VENDOR will be paid for all services satisfactorily performed and accomplished up to the date of termination as determined by CRY Foundation.

17. DISPUTE

Both Parties shall make every effort to resolve all differences amicably taking into consideration the cause for which the parties have purposed to work together. In the event of any unresolved dispute the same shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996 by appointing a sole arbitrator to be appointed by CRY Foundation. The decision of the arbitrator shall be final. The parties shall bear their own individual costs and the costs of the arbitration shall be borne equally by the parties. The venue of arbitration shall only be at Bangalore. The Courts at Bangalore shall only have the jurisdiction to enter the award. The language of the arbitration shall be English.

18. Delivery:

It is expressly agreed and understood that the delivery of Products shall take place at the ADP/Project locations. The VENDOR shall take insurance covering all the risks during transit. It is agreed between the Parties that time is of essence as CRY Foundation is involved in time bound projects/activities. VENDOR agrees to deliver the Products on or before the date of delivery as required by CRY Foundation.

19. GOVERNING LAW & JURISDICTION

This agreement shall be governed by the laws of India and the Courts at Bangalore shall have exclusive jurisdiction in respect of any disputes arising out of this Agreement.

20. NOTICE

The sending of any communication shall be by registered post/certificate of posting to the address of the party by the other party which shall be deemed enough for the purpose of serving a notice by one party to the other. The address shall be as appearing below unless there is any change which the concerned party must duly communicate to the other party.

In the case of notices to –

CRY Foundation

In the case of notices to the VENDOR:

Name – Mahesh Kumar, **STEM LEARNING PRIVATE LIMITED.**

Regd. Address: ICON 1205, MARATHON NEXTGEN, LOWER PAREL (WEST), MAHARASHTRA, MUMBAI - 400013, INDIA

Phone - +91 9739737716, Email:Mahesh.kumar@stemlearning.in , www.stemlearning.in

21. Force Majeure:

If any party to this Agreement is prevented from complying either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, riot, war, rebellion, accident or other acts of God, then upon written notice to the other party, the affected provisions and / or requirements of this Agreement shall be suspended during the period of such disability. However, **CRY Foundation**, shall be entitled for replacement of defective goods or services and/or use its best judgment to make appropriate payment, which shall not be disputed by the VENDOR whatsoever.

IN WITNESS whereof the authorized signatories of the parties hereto have subscribed their signatures to this MOU on 30th August 2023.

FOR CRY Foundation

FOR STEM LEARNING PVT LTD

(Authorized Signatory)

Mahesh Kumar
Corporate Relationship Manager

Name & designation
(Authorized signatory)

Witness 1

Witness 1

Witness 2

Witness 2