

Memorandum of Understanding

Between

Brillio Foundation

And

STEM Learning Private Limited

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 11th December 2023 ("Effective from 11th December 2023 till 10th December 2024")

BY AND BETWEEN

STEM Learning Private Limited a Private Limited Company registered under the Companies Act 2013 and registered with the Sub Registrar, MUMBAI with registration number 27AAQCS0110G1ZL dated 1.07.2017 and having its registered office / principal place of business at ICON 1205, Marathon Nextgen Campus, Opp. G.K. MARG, Lower Panel (W), Mumbai- 400013 hereinafter referred to as "STEM Learning Private Limited" (which expression shall be deemed to mean and include its successors and permitted assigns)

AND

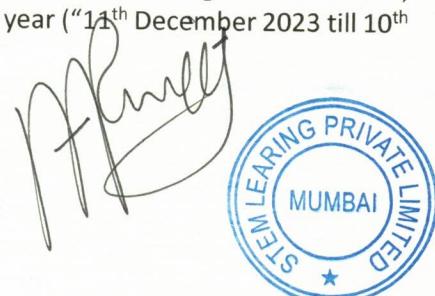
Brillio Foundation is a Trust established by Brillio Technologies Private Limited for the purpose of undertaking the projects, programs or activities specified in Schedule VII of the Companies Act, 2013, as amended from time to time, ("Companies Act") having its office 4TH Floor of Bren Optimus, No 8/2, Dr M H Marigowda Road, Bangalore 560029 Karnataka, India hereinafter called as "Brillio Foundation" (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns).

STEM Learning Private Limited and Brillio Foundation are hereinafter individually referred to as 'Party' and together as 'Parties'.

RECITALS

- A. WHEREAS STEM Learning Private Limited is a Private Limited Company registered in Mumbai, Maharashtra & STEM Learning Private Limited aims to lessen the gap between contextual and rote based learning and replace it with a practical approach by installing **MINI SCIENCE CENTRE (MSC)** with 80 plug and play models of Science and Math, which will equip children with the skills and knowledge needed to get lucrative opportunities in their fields of interest. It aims to clear the fundamental concepts of STEM disciplines, so that the learners can opt for their higher studies and beyond.
- B. Whereas Brillio Foundation is a Trust setup by Brillio Technologies Private Limited, its settlor, for the purpose of undertaking the projects, programs or activities specified in Schedule VII of the Companies Act, 2013, as amended from time to time, ("Companies Act")
- C. Whereas STEM Learning Private Limited has represented to Brillio Foundation that it has set up and currently operates in pan India and does Repair and Maintenance of Mini science Centre to lessen the gap between contextual and rote-based learning and also provides hands on experience on Science and Math concepts (hereinafter referred to as 'Project') and has requested Brillio Foundation to support the Project.
- D. Whereas Brillio Foundation is, basis the representations of STEM Learning Private Limited, desirous of supporting the Project for a period of One (1) year ("11th December 2023 till 10th

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December 2024") ("the **Term**") from the Effective Date of this MOU for an amount not exceeding INR 25,84,200/- (Twenty-Five Lakh Eighty Four Thousand and Two Hundred Rupees Only) subject to the terms of this MoU.

E. WHEREAS the Parties now desire to capture their understanding in this MoU in relation to Brillio Foundation'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 STEM Learning Private Limited has represented to Brillio Foundation that it will require an amount of INR 25,84,200/- (Twenty-Five Lakh Eighty-Four Thousand and Two Hundred Rupees Only) (hereinafter referred to as 'Grant Amount') for Maintenance and Repair of Mini Science centres and operate the Project during the Term.

1.2 Brillio Foundation has, based on the above representation of the STEM Learning Private Limited, hereby agrees to provide the Grant Amount of INR 25,84,200/- (Twenty Five Lakh Eighty Four Thousand and Two Hundred Rupees Only) to STEM Learning Private Limited towards setting up and operating the Project.

1.3 The Grant Amount will be disbursed by Brillio Foundation as per the details set out in **Schedule – I** of this MOU.

1.4 STEM Learning Private Limited hereby agrees to use the Grant Amount solely towards Maintenance & repair of existing Mini Science Centre Projects during the Term.

2. Representations and Warranties

2.1 Each party represents and warrants to the other party that:

- It has full power and authority to execute, deliver and perform its obligations under this MoU.
- 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
- 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

4.1 STEM Learning Private Limited represents to Brillio Foundation that it has the necessary expertise, facilities, manpower and resources to set up and operate the Project and achieve the outcome as agreed between the Parties in terms of this MOU.

5. Rights and obligations of STEM Learning Private Limited

5.1 STEM Learning Private Limited shall utilize the Grant Amount only towards the Project and only for the purposes as agreed to by Brillio Foundation.

5.2 STEM Learning Private Limited acknowledges that the Project will be funded solely by Brillio Foundation and that no other funder is and will be sought to fund the Project by STEM Learning Private Limited.

5.3 STEM Learning Private Limited shall maintain proper accounts of the Project including the Grant Amount disbursed and submit a statement of utilisation to Brillio Foundation as mentioned in Schedule II. Brillio Foundation shall have the right to inspect the books of accounts of STEM Learning Private Limited and to run an audit where necessary at any time.

5.4 STEM Learning Private Limited shall have a professional person to spearhead its accounts functions and to maintain the accounts to be submitted to Brillio Foundation.

5.5 In the event of termination of this MoU, STEM Learning Private Limited 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 Brillio Foundation immediately.

6. Rights of Brillio Foundation

6.1 Brillio Foundation shall have the right to withhold further payments or instalments of the Grant Amount and/or terminate this MoU if:

- STEM Learning Private Limited does anything which, in the opinion of Brillio Foundation, brings, or is likely to bring, the reputation of Brillio Foundation, or any member thereof into disrepute; or
- STEM Learning Private Limited or any of its employees, consultants or agents is involved in any manner of corruption or bribery or otherwise acts fraudulently or negligently or with criminal intent in the STEM Learning Private Limited; or
- STEM Learning Private Limited ceases to have charitable and non-profit status; or
- STEM Learning Private Limited is dissolved or becomes insolvent; or
- STEM Learning Private Limited 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 Brillio Foundation and STEM Learning Private Limited to complete the proposed transactions provided for under this MoU.



8. Reporting and Monitoring

STEM Learning Private Limited shall submit quarterly reports on the Project progress. STEM Learning Private Limited assures Brillio Foundation that the Project shall achieve the following outcomes during the project term

Activity
Maintenance of 73 Government Schools
<ul style="list-style-type: none">- Replacement of all Science & Maths models which are not working or broken- Teacher Additional Training- Training Handbook- Technician Visit- Electrician Visit- Project Team review-

9. Limitation on the liability

Brillio Foundation will not be responsible in any manner whatsoever for the actual implementation of the Project. Brillio Foundation 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 Brillio Foundation pursuant to this MOU shall, at any time, be limited to the extent of the Grant Amount already advanced to STEM Learning Private Limited.

10. Term

This MoU shall remain in force and effect for the Term of the Project from 11th December 2023 to 10th December 2024 and may be mutually renewed for a further period if agreed in writing by both parties.

11. Termination

In the event the Grant Amount is not used for the Project in terms of this MoU, it would be construed as a breach of this MoU and Brillio Foundation shall be entitled to terminate this MoU by giving STEM Learning Private Limited a prior written notice of 30 days. In the event of such a Termination, 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 STEM Learning Private Limited to Brillio Foundation immediately.

12. Indemnity

STEM Learning Private Limited confirms that Brillio Foundation shall not be liable or responsible in any manner for any act of STEM Learning Private Limited, and STEM Learning Private Limited hereby agrees to indemnify and keeps indemnified and holds Brillio Foundation, its directors and employees harmless from and against all or any loss, damage, charges, costs and expenses that may be incurred or suffered by Brillio Foundation or any one of its directors and employees on account of any claim made by any person directly arising out of Brillio Foundation's association with the Project.



13. Exclusivity

The parties agree that this MoU shall be exclusive only to the Project and that the Parties may work with other persons/organisations 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 Bengaluru 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 Bengaluru.
- 14.3 In the event of execution of the Project as specified above gets delayed for external reasons beyond control, the parties may extend the time for completion of job as mutually agreed but subject to the written undertaking from **STEM Learning Private Limited** to confirm the completion of Project in specified reasonable time limit.

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 Brillio Foundation
Kind attn.: Abhishek Ranjan,
Managing Trustee
Office: 4TH Floor of Bren Optimus,
No 8/2, Dr M H Marigowda Road,
Bangalore 560029
Ph: 080-6600 7000

For STEM Learning Private Limited
Kind attn.: Ashutosh Mohan Pandit
Managing Director
At: ICON 1205, Marathon Nextgen Campus,
Opp. G.K. Marg, Lower Parel (W), Mumbai- 400013
Tel: 022-24933738/39



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 another 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
Brillio Foundation

Name: Abhishek Ranjan
Title: Managing Trustee

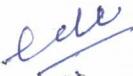
Witness:

Name: Praveen Xavier
Contact Details: +91-9591623735

For and on behalf of
STEM Learning Private Limited

Name: Ashutosh Pandit
Title: Managing Director

Witness:



Name: Mahesh Kumar
Contact Details: 9739737716

Schedule – I
FUND REQUIRED FOR COMMENCEMENT OF PROJECT

Budget includes:

1. Maintenance of MINI SCIENCE CENTRE – 73 Government schools

PROGRAM BUDGET

Classification			
Replacement of science & Maths Models which are not working or broken. (Battery, Motor, Fan, Marbels, adaptor, Led Light) - Cleaning of Entire MSC - Gate Banner - Plug card	20000	73	14,60,000
Teacher additional training	5000	73	3,65,0000
Training handbook	500	73	36,500
Technician Visit	1000	73	73,000
Electrician Visit	2000	73	1,46,000
Project Team Review	1500	73	1,09,500
TOTAL			21,90,000
GST @18%			3,94,200
TOTAL			25,84,200

Amount: Twenty-Five Lakh Eighty Four Thousand Two Hundred Rupees Only

Fund Disbursement:

Instalment	Amount	Description
1 st Payment (70%)	Rs.18,08,940/-	Payment will be made within 10 days of signing the MoU.
2 nd Payment (20%)	Rs.5,16,840/-	Payment will be made within 30 days after submitting Repair & Maintenance Report.
3 rd Payment (10%)	Rs.2,58,420/-	Payment will be made within 30 days after the submission of the Annual Report & Audited Fund Utilization Certificate.



Schedule II:

Maintenance Report

Maintenance Report	June 2024
Annual Report	December 2024

Annexure-I

School List -

S. No	School	Location
1	Government Model Higher Primary School, MARP Lane, Audugodi	Karnataka
2	Government Higher Primary School, Beratena Agrahara,	Karnataka
3	Government High School, Beguru,	Karnataka
4	Government Higher Primary School, Parappana Agrahara	Karnataka
5	Government Higher Primary School, Govidshetty Halli	Karnataka
6	Government Higher primary School, Dodda Toguru	Karnataka
7	Government Higher Primary School, Haralakunte	Karnataka
8	Government Higher Primary Girls School, Attibele	Karnataka
9	Government Higher Primary Boys School, Attibele	Karnataka
10	Government Higher primary School, Kodi Chikkanahalli	Karnataka
11	Government Higher Primary School, Dairy Colony, Bangalore	Karnataka
12	Government Model Primary School, Sanjeevini Nagar, Bangalore	Karnataka
13	Government Model Primary School, Nagavara, Bangalore	Karnataka
14	Government Higher Primary School, Thindlu, Bangalore	Karnataka
15	Government Higher Primary School, Rayasandra, Bangalore	Karnataka
16	Government Higher Primary School, Huskuru, Bangalore	Karnataka
17	Yashwant Vidhyalay Mavadi, Pune	Maharashtra
18	Rani Saraladeci School JP Nagar	Karnataka
19	Rajakiya Ucch Madhyamic Vidyalay, Shividaspur, Chaksu, Jaipur	Rajasthan
20	Zilla Parished High School (Urdu medium)	Telangana
21	Zilla Parished High School, Sirlingamapalli	Telangana
22	Government Higher Primary School Karkada, Saligram	Karnataka
23	Government Model Primary School, Hogasandra	Karnataka
24	Government Higher Primary School, Chunchagatta	Karnataka
25	Government High School, Palavakkam	Tamil Nadu
26	Government High School, Karapakkam	Tamil Nadu
27	Shri Savitribhai Phule Vidyalay Bhavani Peth	Maharashtra
28	Kai. Baburaoji Sanas Madhyamik Vidyalay, Mangalwar Peth	Maharashtra
29	KPS (Agara)	Karnataka
30	Govt Hr. Sec.School, Perungudi	Tamil Nadu
31	Govt Hr. Sec.School Okkiam, Thuraipakkam	Tamil Nadu
32	ZPHS Lingampally	Telangana
33	Govt High School	Maharashtra
34	Government High School (Vibhutipura)	Karnataka
35	Govt High School, Chikkabidarakallu	Karnataka
36	Govt High School Peenya	Karnataka




37	Govt High School T Dasarahalli	Karnataka
38	Govt School Dodagollarahatti	Karnataka
39	GHPs Mahadevapura, Whitefiled	Karnataka
40	GHPs Kaggadasanapura	Karnataka
41	ZPHS Gachibowli, Hyd	Telangana
42	ZPHS Kondapur, Kothaguda Hyd	Telangana
43	Govt School Lal Bahadur Shastri Vidhyala, Shivaji Nagar, Opp: Congress Bhavan	Maharashtra
44	Govt School Hutatma Balveer Shrishkumar High school, Shivajinagar	Maharashtra
45	Govt School Devdhar Vidyalaya Sport Complex, Pune	Maharashtra
46	Govt School ZP Primary School, Mahalunge, Pune	Maharashtra
47	Govt School PMC School, Pune	Maharashtra
48	GHPs Doopanahalli	Karnataka
49	GHPs Chikkadevasandra	Karnataka
50	GMHPS K.R.Puram	Karnataka
51	Nammura GMPS Segehalli	Karnataka
52	GMPS Marathalli	Karnataka
53	GHPs Munnekolala	Karnataka
54	GHS Adugodi	Karnataka
55	GHS Gottigere	Karnataka
56	Govt. Primary & High School Kudlu	Karnataka
57	Govt. Urdu School Tank Garden High School Jayanagar 1st Block Bangalore-11	Karnataka
58	GHS Puttenahalli	Karnataka
59	Vidya Prasara Vidya Mandira School Hejamady Kodi	Karnataka
60	Shri Mathobh Tukaram Balwadkar Vidyalay Jr College	Maharashtra
61	Government High School, Bileshivale	Karnataka
62	Government High School K R Puram	Karnataka
63	Government High School, Thanisandra	Karnataka
64	Government High School, Gunjur	Karnataka
65	Government High School, Triveninagara K R Puram	Karnataka
66	Government High School and Jr College, Kadugodi	Karnataka
67	Government High School, Corporation Colony, Jaya Nagar East, Bengaluru-69	Karnataka
68	Government High School Jaya Nagar East	Karnataka
69	Govt Urdu High school Yelagondapalya Bangalore 47 South-3	Karnataka
70	Govt High School, PU College Hosur Road, Opposite Police Station Madiwala	Karnataka
71	New Vani Vilas High School Vishweshwarapura	Karnataka
72	Seva bharati govt. Telagu high school Viveknagar	Karnataka
73	Government High School Domluru	Karnataka