

महाराष्ट्र MAHARASHTRA

2023

BX 792631

प्रधान मुद्रांक कार्यालय, मुंबई  
पं.नं.वि.क. ८०००००९  
25 APR 2023  
सक्षम अधिकारी

**GRANT AGREEMENT**

This **GRANT AGREEMENT** ("GRANT AGREEMENT" OR "AGREEMENT") is made and entered on this 26<sup>th</sup> April 2023 by and between:

**Atos Syntel Prayas Foundation**, having its registered office at Unit No. 1401, 14th Floor, Supremus, E Wing, I Think Techno Campus, Kanjurmarg (East), Mumbai-400 042 (hereinafter referred to as "**Donor**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and assigns) of the **FIRST PART**.

**AND**

**STEM Learning Pvt. Ltd.** bearing Registration No. **U80903MH2011PTC250050** having its office at Marathon ICON 1205 marathon nextgen campus opp gk marg lower parel (Hereinafter referred as "**Donee**", which expression shall unless it be repugnant to the context or meaning there be deemed to mean and include its permitted assigns) of the **SECOND PART**.



*[Handwritten signature]*



In this Agreement, **Donor** and **Donee** are collectively referred to as the "**Parties**" and individually as a "**Party**".

#### **WHEREAS**

- A. Donor is the CSR vehicle focusing to provide remedial and supplementary education, promote computer literacy and impart real life skills to economically challenged students and young adults.
- B. Donee established as a non-governmental organization and has been doing social activities since **2013**.
- C. Donor has identified Donee to carry out the activities of Mini Science center, which is one of the Corporate Social Responsibility initiatives undertaken by Donor.
- D. Donee has represented to Donor that it has necessary skill, licenses, approvals, experience, expertise, infrastructure and skillful personnel for carrying out activities as detailed out in **ANNEXURE 1**.
- E. Based on the representation by Donee, Donor has agreed to sponsor cost of activities more particularly described in **ANNEXURE 1** of this AGREEMENT (hereinafter referred to as the "**CSR Activities**"). Donee has agreed to independently undertake and complete the CSR Activities subject to and upon the terms and conditions contemplated herein.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **1) PURPOSE**

- a. The purpose of this Grant Agreement is to define the general terms and principles that shall govern the Parties with respect to CSR Activities with the utilisation of the budget specified in the **Annexure 2** to this Agreement at the location specified in **Annexure 3**.
- b. The Parties agree that this Grant Agreement and the CSR Activities will be governed by certain guiding principles that include equity, fairness, humanity, honesty, transparency and full consideration of the interests of the Parties.
- c. The Parties acknowledge and agree that this Grant Agreement is a binding Agreement and sets out the arrangement and understanding between the Parties.



- d. The Parties hereto agree to do all acts, deeds, matters and things and to sign and execute such further documents, papers and writings as may be necessary and/ or required from time to time for implementing the terms and provisions of this Agreement.

## 2) TERM

- a. This Grant Agreement shall come into force from **26<sup>th</sup> April 2023** and shall be valid till **26<sup>th</sup> April 2024** unless terminated earlier in the manner provided in this Grant Agreement.
- b. DONOR and Donee hereby agree that time being the essence of this Grant Agreement; the Parties shall strictly comply and adhere to the timelines in respect of responsibilities undertaken by each of the Parties.

## 3) RESPONSIBILITY OF DONEE

- a. Donee shall submit relevant proofs to the satisfaction of Donor during and after performance of CSR Activities.
- b. Donee will be responsible for conceptualization and monitoring of overall CSR Activities and implementation thereof.
- c. Donee while ensuring the implementation of the CSR Activities, shall be responsible for obtaining all statutory permissions/licenses/approvals required, if any. Further Donee shall comply with all applicable laws, rules and regulations etc. including but not limited to Tax Laws, The Foreign Contribution Act, 2010 etc.
- d. Donee, upon Donor's request shall furnish photos & videos of the CSR Activities.
- e. Donee will conduct regular reviews to ensure effectiveness of CSR Activity. Donee will submit project report to the Donor on CSR Activities updates, upon demand.
- f. Any Grant (as defined hereinafter) amount unspent during or upon the completion of the CSR Activities shall be refunded to the Donor forthwith.
- g. Donee shall ensure that the entire CSR Activity must be completed within the agreed specified cost between the parties hereto. In no situation any additional cost would be requested by the Donee. CSR



*[Handwritten signature]*

Activity must be completed by the Donee within stipulated time and cost.

- h. Donee shall periodically take photos & videos of the actual site, maintain for record purpose and furnish to Donor upon request. This will include but not limited to end user using the facilities or benefitting from the CSR Activities so implemented, interviews with end users sharing their experience on the benefits from the said CSR activities.
- i. Donee shall conduct regular reviews to ensure effectiveness of CSR Activity. Donee shall submit monthly report to the Donor on CSR Activities updates and quarterly reports on Grant amount utilization status.
- j. Donee shall maintain adequate systems to track the usage of Grant amount donated by Donor and reporting formats as applicable.

#### 4) RESPONSIBILITIES OF DONOR

- a. To donate fund ("**Grant**") for CSR Activities as more particularly described in **Annexure 2** hereto.
- a. Donor shall make payment of Grant to Donee either through cheque or through direct transfer of funds through electronic transfer. The details of the account of Donee are as follows:
  - a. Name of the Bank: ICICI Bank
  - b. Branch of the Bank: Lower Parel
  - c. Account Number: 032305003239
  - d. IFSC Code: ICIC0000323
  - e. Name of Account Holder: STEM LEARNING PVT LTD
- b. Grant will be released by the Donor as per request letter raised by Donee from time to time along with relevant supporting documents and the same being approved by the Donor. Donor may at its sole discretion withhold disbursement of Grant, if Donee fails to provide relevant proofs of CSR Activities to the satisfaction of Donor and Donee shall accept the said decision without protest or demur.
- c. All amounts payable by Donor to Donee under this Agreement shall be made after any deduction as is required by any law or regulation, including withholding on account of any tax, imposed by any taxing or governmental authorities.

#### 5) REPRESENTATION AND WARRANTIES BY DONEE



*[Handwritten signature]*



**Donee represents and warrants that:**

- a. It has full power and authority to execute and deliver this Grant Agreement and to finalise the transaction contemplated hereby;
- b. this Grant Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms and provisions hereof and the Annexures hereto;
- c. the delivery and performance by Donee of this Grant Agreement, the fulfilment of and compliance with the terms and provisions hereof, and the finalization of the transaction contemplated hereby, do not and will not conflict with or violate any provisions of any law applicable to it or any contracts to which it is a party.
- d. the CSR Activities will be provided in a professional manner and that it will exercise all reasonable care, skill and competence in the provision of the CSR Activities.
- e. it will allocate sufficient resources to enable the CSR Activities to be provided in accordance with the terms of this Grant Agreement in a professional manner and with professional diligence and skill, consistent with best standards and practice and that all personnel working under this Grant Agreement shall have the proper skill and training to perform the CSR Activities.
- f. All the CSR Activities provided under this Grant Agreement shall be performed as per the agreed terms under this Grant Agreement and shall be fit for the purpose intended.
- g. Donee will ensure to comply with all applicable laws and regulations for its personnel engaged in performing the CSR Activities.
- h. Donee shall provide all supporting documents, bills etc. pertaining to the implementation of the said CSR Activities, as may be required / requested by the Donor for the purpose of enabling Donor to ascertain the progress of CSR Activities. Donee specifically agrees and undertakes that they shall not alter or modify the scope of CSR Activities and shall strictly implement the CSR Activities as detailed under **Annexure 1** or as mutually agreed by the Parties in writing. In the event, if, it is necessary to modify the scope of CSR Activities in such circumstances, Donee shall obtain prior written consent of Donor for modification of the said CSR Activities.



- i. Donee specifically agrees and undertakes that the Donee shall utilize Grant only for CSR Activities and not for any other activities outside the scope of **Annexure 1**.
- j. Donee shall maintain books of accounts showing actual amount spent on the CSR Activities as detailed under **Annexure 1**, which shall be verified by a person deputed by Donor.
- k. The only contribution payable to Donee under this Grant Agreement shall be the amount as mentioned in **Annexure 2** herein and Donee shall not claim any other amount or reimbursement of any expenses, for any work done including any work done outside the scope covered in **Annexure 1**, unless agreed in writing by Donor.
- l. Donee specifically agrees and undertakes that it should be the responsibility of Donee to obtain all permissions/approvals and consents required from any statutory, local or public body or Authority before implementation of the assigned CSR Activities including requisite statutory compliances, if any.
- m. Donee shall always permit Donor, its representative and/or its agents/internal or external auditors to inspect, examine, and verify the CSR Activities and related documents with prior written notice during working hours to a) assess the progress of work and effective implementation of the said CSR Activities; b) conduct audit of Grant amount spent by the Donee. Donee hereby undertake that Donee shall provide all necessary supporting documents/information to Donor and/or its agents/internal or external auditors during the audit. Upon audit, if it is revealed that Donee has misappropriated Grant amount or used Grant amount for any other purpose other than CSR Activities mentioned in this Grant Agreement, then Donee shall refund such fund to Donor forthwith upon demand. Donor shall provide its supporting observations to Donee, if requested.

#### 6) **NON-EXCLUSIVITY**

This Grant Agreement shall be non-exclusive for Donor i.e. Donor shall be free to engage any number of organizations for similar CSR Activities or similar purpose.

#### 7) **INDEMNITY AND LIMITATION OF LIABILITY**

- a. Donee hereby irrevocably and unconditionally agrees to indemnify and hold harmless Donor and/or its directors, employees etc. from and against any action, proceedings, claims or demands, liabilities, losses, damages, charges and expenses (including reasonable attorney fees) arising out of:





1. any omission or commission or default of Donee or its employees, servants, agents;
  2. breach of terms and conditions of this Grant Agreement by Donee or its employees/agents;
  3. Fraud, theft, negligence or wilful misconduct by Donee or its employees/agents;
- b. Donor shall not be held responsible for any damages, injury or death etc. caused to any person or persons or property for any reason whatsoever while performing CSR Activities by the Donee. It shall be the liability of Donee to pay necessary compensation if required in such an event.
- c. In no event shall either Party be liable to other Party or any third party for any special, indirect, incidental, or consequential damages arising out of or relating to this Grant Agreement, even if advised of the possibility of such damages. Notwithstanding anything contained in this Grant Agreement, the aggregate cumulative liability of Donor to Donee or to any third party arising under any theory of law in respect of any damages, claims or liabilities etc. shall be limited to INR 10,000/-.
- d. This clause shall survive expiry or termination of this Agreement.

#### 8) TERMINATION

- a. Donor can terminate this Grant Agreement without cause by providing thirty (30) days written notice to Donee. Donee cannot terminate this Grant Agreement without cause or convenience.
- b. In the event a Party materially breaches this Agreement, the non-breaching party shall notify the breaching party in writing specifying with reasonable certainty the breach claimed. The breaching party shall have a reasonable opportunity on ten (10) days thereafter within which to cure such breach. In the event the breaching party does not cure said breach within such cure period, the non-breaching party shall have the absolute right without further notice to terminate this Agreement.
- c. Either Party may terminate this Grant Agreement immediately by providing written notice to the other Party in the event the other Party becomes insolvent, makes an assignment for the benefit of creditors, ceases to do business, or if any bankruptcy, reorganization, arrangement, insolvency, liquidation proceeding, or other proceeding under any bankruptcy or other law for the relief of debtors is instituted by or against such Party.
- d. On termination or expiry of this Grant Agreement with or without cause, all unutilized Grant amounts advanced (if any) by Donor, shall be immediately refunded by Donee including any indemnity amount as contemplated under Clause 7 herein above to DONOR.



## 9) PUBLICITY

Neither Donee nor its affiliates/group will use the name, logo or other identifying marks of Donor outside its own organization or make any public statement or media release regarding this Grant Agreement, the subject matter of this Grant Agreement or the relationship between the parties hereto without the prior written consent of Donor.

## 10) RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be deemed to create any partnership, joint venture, or relationship of principal and agent between Donor and Donee or any of their affiliates or subsidiaries, or to provide either Donor or Donee with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

## 11) CONFIDENTIALITY

"Confidential Information" means all, or any part of, and originals or copies of, any proprietary information that is disclosed by Donor to the Donee or which the Donee may otherwise get to know about Donor or disclosed by a third party to the Donee which relates to Donor's business, in whatever form embodied (e.g., oral, written, electronic) and which should be reasonably understood by Donee as the confidential or proprietary information of Donor, all information (including but not limited to) concerning Donor's past, current, and planned products, services, fees, employees details/data concepts, methodologies, research, services, business activities, marketing plans, internal communications, employees, legal matters, financial matters, operational matters and all other information, and all data and information created by the Donee using such Confidential Information, but excluding: (a) information that at the time of disclosure was part of the public domain (through a source other than any act/omission of the Donee); and (b) information that is independently developed by the Donee without use of, or reference to, Confidential Information.

Donee agrees that it will not, during or after the term of this Agreement and thereafter, permit the duplication or disclosure of any such Confidential Information to any person/third party (other than an employee, agent or representative who needs such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the Donor in writing.

"Confidential Information" is not meant to include any information which; (a) is publicly available prior to this Agreement or is made publicly available by Donor without restriction; (b) is rightfully received by the Donee from third parties without secrecy obligations; (c) is already in the Donee's possession and was lawfully received from





sources other than Donor; or (d) is independently developed by the Donee without use of or reference to Confidential Information.

Nothing in this Agreement shall convey to the Donee any right, title, interest or license in, or to, any Confidential Information, materials, other information received from Donor, or provided or behalf of Donor or otherwise obtained by the Donee or any trademark, trade name, or any other intellectual property rights of Donor. Nothing in this Agreement shall constitute an inducement of any kind, or any representation, warranty, assurance, or guarantee with respect to the non-infringement of trademarks, patents, copyrights, methodologies, intellectual property rights or processes, or any other property rights of third persons or of Donor. ALL CONFIDENTIAL INFORMATION FURNISHED UNDER THIS AGREEMENT IS PROVIDED BY DONOR "AS IS, WITH ALL FAULTS." DONOR DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR USE, NONINFRINGEMENT OR OTHER ATTRIBUTES OF ITS CONFIDENTIAL INFORMATION.

The secrecy of the Confidential Information disclosed pursuant to this Agreement shall be maintained for a period of ten (10) years from the expiry/termination of this Agreement.

The Donee acknowledges that in the event of any breach or threatened breach of this clause by the Donee, monetary damages may not be an adequate remedy, and therefore, Donor shall be entitled to injunctive relief to restrain the Donee from any such breach, actual or threatened.

Upon written instructions of Donor, Donee shall return or destroy confidential information disclosed by Donor.

## 12) FORCE MAJEURE.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this AGREEMENT is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party which include government legislation, fires, floods, epidemics, wars, riots and/or acts of government. The Party claiming an event of force majeure shall promptly notify the other Party in writing, and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance and the Party shall resume performance hereunder with the utmost dispatch when such cause is removed. For the purpose of clarity, the Parties agree that the failure of a Party to adhere to any statutory or regulatory requirement or to obtain necessary approvals shall not be deemed to be a force majeure situation. A condition of force majeure shall not relieve any Party of any obligation due under this Grant Agreement prior to the event of force majeure.



### 13) GOVERNING LAWS AND JURISDICTION

This Agreement shall be construed, interpreted, and governed by the laws of India, without regards to any conflict of law principles. Disputes, if any, shall be first resolved amicably, failing which shall be referred to the applicable jurisdictional courts of Mumbai.

### 14) ILLEGAL GRATIFICATION

DONEE warrants and undertakes to Donor that the Donee, its employees, directors, subcontractors and representatives:

will not offer to any employees of Donor its subcontractors, representatives, directors gifts, consideration or benefit of any kind (such as entertainment, travel, upgrade to first class airfares, side trips to holiday resorts, sponsorship and employment of relatives or friends); or pay money (whether in the form of cash, wire transfer or otherwise); or kickback or favor or gratuity or provide anything of value; which constitute illegal or corrupt practice, either directly or indirectly as an inducement or reward in relation to this Agreement before or at the time of the execution of this Agreement; at any time during the course of providing Services; or upon completion.

will not offer, directly or indirectly, or pay money (whether in the form of cash, wire transfer or otherwise); gifts, consideration or benefit of any kind (such as entertainment, travel, upgrade to first class airfares, side trips to holiday resorts, sponsorship and employment of relatives and friends), benefit of any kind or anything of value for or on behalf of Donor to any third party including a Government Official, for the purpose of obtaining or retaining Donor business or obtaining a business advantage or Undue Advantage for Donor or to assist Donor in directing business to any person. "Government Official" includes officials or employees of government, state-owned businesses, international organizations, or political parties, political candidates, or any person otherwise acting in an official capacity for or on behalf of a government entity or international organization. "Undue Advantage" can take many forms using fair means for any of the following including but not limited to preferential treatment, conclusion of a contract, the disclosure of confidential information, a customs exemption, or a waiver of penalty following a tax investigation and generally influencing an individual in the exercise of his or her duties.

will comply with all anti-bribery laws, statutes, regulations, rules applicable in the jurisdictions in which it is providing Services and shall ensure its employees and subcontractors (if any) comply with all such laws.

From time to time, at the reasonable request of Donor, Donee will confirm in writing that it has complies with its undertakings in this clause and will provide any information reasonably requested by Donor in support of such compliance. Donee shall promptly report to Donor any request or demand for any undue financial or other advantage of any kind received in connection with the performance of the Agreement by it or its employees, agents or subcontractors or which if complied with would amount to a breach of either this clause or Donor's anti-bribery policy.





If Donor has reason to believe that a breach of any of the representations in this clause has occurred or may occur in such case Donor may terminate or suspend the Agreement forthwith.

#### 15) ASSIGNMENT

Neither Party shall transfer or assign any of its rights or obligations (except by Donor to its affiliate/group companies) under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

#### 16) ATOS PARTNER'S COMMITMENT TO INTEGRITY

Donor is a part of Atos Group. Donee hereby confirms that Donee has read and understood the contents of the Atos Group's Partners' Commitment to Integrity Policy ("**Atos Partner Charter**") which is annexed herein as **Annexure 4** and hereby undertakes to fully comply with the said Atos Partners' Charter. Donee hereby acknowledges the importance of the said Atos Partner's Commitment to Integrity Policy and Donee's failure to comply with the said Atos Partner's Commitment to Integrity Policy shall be treated as a material breach of the Agreement. Any such breach by Donee, shall entitle Donor to invoke all remedies and legal actions including termination of this Agreement forthwith.

#### 17) DATA PROTECTION

Donor and the Donee shall comply with the provisions and obligations imposed by any applicable data protection legislation including Information Technology Act, 2000 (including rules thereto and collectively referred as "Act"). Donee shall obtain written consent of individual/s prior to sharing any Personal Information and/or Sensitive Personal Data or Information of respective individual with Donor. "Personal Information" and "Sensitive Personal Data or Information" shall have same meaning as defined under the Act. Each Party shall indemnify other Party, its directors, officers, employees etc. for any loss, damages, costs and expenses etc. arising out of breach of this Clause 17.

#### 18) ETHICS AND COMPLIANCE

"Compliance Laws" means applicable national and international laws and regulations relating to corruption, money laundering, terrorist financing, fraud and tax evasion, human rights, competition, export control, national and international sanctions in connection with the performance of the Agreement.

18.1 Representations, warranties and undertakings



Each Party represents and warrants to the other Party that, at the date of the Agreement:

- it complies with applicable laws and regulations, notably Compliance Laws,
- it has internal policies in place to comply with the highest standards of integrity and ethics in connection with the operation of its business,
- neither it, nor anyone on its behalf has ever been convicted or subject to sanctions by a statutory, regulatory or judicial authority in relation to a violation of Compliance Laws.

Throughout the term of the Agreement, the Parties undertake to perform the Agreement in accordance with applicable laws and regulations, notably Compliance Laws.

Contractor commits to comply with Atos's Partner Commitment to Integrity ("Atos Partner Charter") which is annexed herein as **Annexure - 4**.

#### 18.2 Potential breach and duty to inform

In case of potential breach of any of the representations, warranties or undertakings set forth in Clause 18.1 above, notably in case of opening of an investigation by a statutory, regulatory, or judicial authority in relation to a violation of Compliance Laws, or any compliance related event likely to affect the reputation of either Party, each Party undertakes to inform the other Party without any delay and to provide any information reasonably requested by the other Party on this matter.

#### 18.3 Audit right

Donee accepts to submit in good faith to any audit process conducted by Donor or any third-party selected by Donor relating to compliance with Compliance Laws, notably by providing without any delay the relevant information requested.

#### 18.4 Suspension and Termination

In case of breach by the Donee of any of the provisions set forth in Clause 18.1 or 18.2 above, Donor may notify the immediate suspension of the Agreement.

If the Donee fails to remedy such breach to the satisfaction of the Donor within a period of thirty (30) days as of receipt of the notification, the Donor may immediately and unilaterally terminate the Agreement without being liable for any penalty or indemnification due to such termination.

### 19) HUMAN RIGHTS

Donee shall comply with all laws applicable to its business. Donee should support the principles of the United Nations Global Compact, the UN Universal Declaration of Human Rights as well as the 1998 International Labour Organization Declaration on Fundamental Principles and Rights at Work, in accordance with national law and practice.





Therefore, Donee shall ensure that the CSR Activities shall be performed in a way that does not infringe human rights and fundamental freedoms. Donee shall not use or support the use of child labor, neither forced nor compulsory labour.

## 20) ENVIRONMENTAL ETHICS

Donee sincerely endeavors to curtail the significant impact of its activities on environment and expects its vendors/partners also to apply the same standards. Donee must categorize and comply with all the regulations and other legal requirements relating to the environmental impacts of the activities. Donee shall try to prevent or mitigate any damage due to environmental pollution caused directly or indirectly by performance of an Agreement.

Donee should actively contribute in preventing pollution and deal with climate change through adoption of appropriate procedures and strategies. Donee should address challenges such as wastage of natural resources, emission of harmful gases, dumping of waste, lack of proper sewage treatment, deforestation etc. at every level possible.

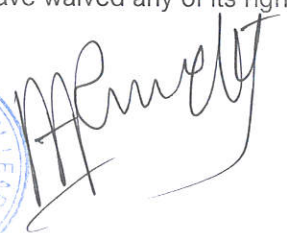
Donee should unceasingly develop and improve Environment Management Systems to minimize their environmental impacts. They should maneuver, implement and monitor pragmatic initiatives and agenda to continuously make progress with environmental challenges. For instance, commitments to improve energy efficiency resort to sustainable development, conducting awareness programs for their employees etc.

Donee shall require their suppliers to meet strict environmental standards and to constantly work to evaluate and minimize their environmental impacts.

## 21) MISCELLANEOUS



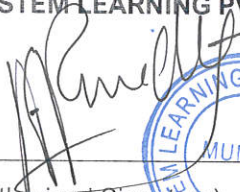

21.1 Severability: The Parties acknowledge and agree that if any of the provision of this Agreement is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable.

21.2 Waiver: No delay or failure of any Party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any Party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Agreement neither Party shall be deemed to have waived any of its rights



or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that Party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

- 21.3 Entire Agreement: This Agreement contains the entire understanding of the Parties with regard to provision of the Services and supersedes all previous correspondence / agreements / understanding. Any amendment, modification, change or revision to this Agreement as mutually agreed between the Parties hereto shall be made in writing.
- 21.4 Authority to Sign: Each person signing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Agreement.
- 21.5 Prior Obligations: This Agreement forms the entire understanding/ arrangement/agreement between Donor and Donee relating to the CSR Activities and replaces and supersedes any previous proposals, correspondence, understandings or other communications, whether written or oral.
- 21.6 Survival: clauses: Any provisions of the Agreement which by their nature extend beyond the expiration or termination of the Agreement shall survive the expiration or termination of the Agreement and shall remain in effect for the period of time expressly set forth herein, or if not so stated, until all such obligations are satisfied.

<p>For <b>Atos Syntel Prayas Foundation</b></p> <p></p> <p>(Authorized Signatory)</p> <p>Name: <b>YATIN KAMAT</b></p> <p>Designation: <b>Authorised Signatory</b></p> <p></p>	<p>For <b>STEM LEARNING PVT LTD</b></p> <p></p> <p>(Authorized Signatory)</p> <p>Name: Ashutosh Pandit</p> <p>Designation: Director</p> <p></p>
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## Annexure – 1

### CSR Activities

**Mini Science Centre (MSC)** is a very educative innovative systemic instrument to revolutionize science & maths education that makes learning accessible. It is a catalytic channel that is interactive, engaging, & fun that's aimed to raise awareness, grasp the information & strengthens 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 table top working models with back-drops and manuals providing hands- on experience for learning Science and Mathematics for Class 5 through 10.

In this context, **Doner** has planned to establish the MSC and has partnered with Donee to set up in 85 schools in Vadodara, Chennai, Bangalore and Tirunelveli. This program will be benefitted to approximately 25000 students to **improve quality of access** from less privileged section of society.

#### Expected Outcome:

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

Key Project Activities	Description
Installation of MSC in Schools	<ul style="list-style-type: none"><li>Facilitation of obtaining permission from concern authorities (Government or local key person if required) for the implementation of the program.</li><li>Ensuring infrastructure support on site from school in terms of power supply, furniture, space and cleanliness.</li></ul>



<b>Teachers training</b>	<p>Organizing series of two training program for teachers</p> <p>1<sup>st</sup> training for teachers at project level (Beginning of project) focusing on using variousmodels for teaching students/ methodology / motivation / events organized every year under the program and expected role of teachers.</p> <p>2<sup>nd</sup> training to discuss issues at school level focusing on problem solving andencouraging the use of MSC.</p>
<b>Monitoring &amp; Evaluation</b>	<ul style="list-style-type: none"> <li>• Undertake M&amp;E activities for baseline data.</li> <li>• M&amp;E Officers visit twice year.</li> <li>• Reporting maximum usage of MSC by teachers.</li> <li>• Reporting maximum usage of MSC and models by Students.</li> </ul>





<b>Maintenance</b>	<p>Maintenance –</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> Year maintenance is inclusive in the set up cost, second and third year is at cost and all one year's maintenance from the date of installation that will ensure the following.</li> <li>• Maintenance, cleaning, oiling and checking the models</li> <li>• Under maintenance, models will be repaired for damages such as LED repairing, broken threads etc.</li> <li>• However, if the model is completely broken due to mishandling, it will not fall under the scope of maintenance.</li> <li>• Repairing will be done within 15 working days from the day of raised query</li> </ul>
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*[Handwritten signature]*

**Annexure - 2**  
**Utilization of Fund**

Mini Science Centre Budget for 85 Schools					
Locations: Vadodara, Chennai, Bangalore and Tirunelveli					
SR.NO	ITEM	DESCRIPTION	Cost for 1 School	No of Schools	Cost for 85 schools
1	MINI SCIENCE CENTRE	80 MODELS + 80 USERS PLACARD+ 36 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL INCLUDES INSTALLATION & DELIVERY	3,00,000	85	2,55,00,000
		TAXES @ 18%	54000		4590000
		TOTAL	3,54,000	85	3,00,90,000
2	TRAINING OF TEACHERS (TTP)	Fresh & Refresher Training	40,000	85	34,00,000
		TAXES @18%	7200		612000
		TOTAL	47,200	85	40,12,000
3	MONITORING EVALUATION &	Base-Line, End-Line	40,000	85	34,00,000
		TAXES @ 18%	7200		612000
		TOTAL	47,200	85	40,12,000
4	ANNUAL MAINTENANCE CONTRACT	CLEANING SERVICING & Repair (if any)	0	85	0
		TAXES @ 18%	0		0
		TOTAL	0	85	0
5	INFRASTRUCTURE	SET UP OF PLATFORMS & ELECTRIC CONNECTIONS	40,000	85	34,00,000
		TAXES @18%	7,200		6,12,000
		TOTAL	47,200	85	40,12,000
Mini Science Centre - Basic Cost (1+2+3+5)			4,20,000	85	3,57,00,000
GST Tax @ 18 % (1+2+3+5)			75,600		64,26,000
GRAND TOTAL (Basic Cost + GST Tax)			4,95,600		4,21,26,000





## Payment Terms:

S. No.	Installment Description	Installment Amount	To be released against achieved deliverables
1	50% of the project cost	INR 21063000 /-	On signing of MOU for Preparatory work and Need Assessment
2	50% of the project cost	INR 21063000 /-	After Submission of Installation Report of 85 Schools

### Annexure – 3

#### Location

### Scope of Work:

- 1) School Identification
  - 2) Establishment of STEM Mini Science Centres
  - 3) Teacher Training Program.
  - 4) Annual Maintenance
  - 5) Infrastructure
- ☐ School Identification & List of 85 MSC Models:-STEM to identify 85 Schools in The following locations
  - ☐ Locations: Vadodara - 20 Schools, Chennai – 20 Schools, Bangalore – 20 schools and Tirunelveli – 25 Schools
  - ☐ Type of School: Government, Municipal,
  - ☐ Total Beneficiaries: 25000 students approximately.
  - ☐ Science & Math's Teacher's Beneficiaries : approximately 350.
  - ☐ School Request Letter: From selected 85 schools



Annexure – 4

Atos Partner Charter





# Atos Partners' Commitment to Integrity



**Atos**



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# Introduction

"The purpose of Atos is to help design the future of the information space. Its expertise and services support the development of knowledge, education and research in a multicultural approach and contribute to the development of scientific and technological excellence. Across the world, the Group enables its customers and employees, and members of societies at large to live, work and develop sustainably, in a safe and secure information space."

Atos' purpose (Raison d'être) approved at the  
Atos 2019 Annual General Meeting

Atos' purpose describes how its operations in their entirety contribute to the common interest.

As a global leader in secure and decarbonized digital with a range of market-leading digital solutions along with consultancy services, digital security and decarbonization offerings, Atos strives to conduct its business sustainably, responsibly and ethically.

Atos has a leading position within its sector in all Environment, Social and Governance (ESG) relevant criteria.

Atos has formalized its commitment to integrity, notably through its [Code of Ethics](#), which materializes the requirements in terms of ethical behavior from its employees, and through this Atos Partners' Commitment to Integrity, which sets out the ethical commitment that Atos expects its Partners, as defined below, to take prior to entering in contractual relationship with them.

This Atos Partners' Commitment to Integrity also aims to support Atos commitments to minimize the environmental impact of its activities and its efforts to decarbonize its supply chain in line with Atos Decarbonization commitments to its Science-based targets to curbing global temperature rise to 1.5°C by reducing its total emissions by half until 2025 (near-term target) and to become net-zero at the latest by 2039, following the SBTi new standard criteria. Hence, this charter is also supporting the Group's environmental program and consequently, the environmental management system in place.

More broadly, it is a key part of Atos' Vigilance Plan, which has been developed and is monitored on a continuous basis to identify, prevent and mitigate the risks arising from Atos own activities and supply chain, relating to violations of human rights, health and safety of individuals and the environment.



## Purpose and scope

As Atos Partners play a key role in allowing Atos to deliver services in line with its ethical and sustainable standards, they are expected to commit along with the principles set forth in this Atos Partners' Commitment to Integrity, and acknowledge that such commitment is an essential part of the contractual relationship.

Atos' suppliers further acknowledge that such commitment will be considered for the purpose of the assessment conducted by Atos to monitor Corporate Social Responsibility (CSR) risk related to its supply chain.

More broadly, as Atos has committed to follow the ten principles of the UN Global Compact since 2010, it expects its Partners to abide by the same principles with respect to human rights, labor standards, protection of the environment and anticorruption.

In this document, "Atos Partner" refers to any Atos commercial partner, including but not limited to: suppliers, subcontractors, clients, resellers, distributors and business partners ...

## Commitment from Atos' Partners

Atos' Partners hereby commit to comply with the principles set forth in this Atos Partners' Commitment to Integrity to the extent applicable to them (the "Principles") throughout the term of the contract, such term including any renewal or extension. They will take the necessary internal measures to ensure that their officers, employees and representatives will comply with the same.

They acknowledge that they are expected to follow the ten principles of the UN Global Compact with respect to human rights, labor standards, protection of the environment and anticorruption, and to inform and encourage their direct business partners to follow these principles.

Atos' Partners, other than customers who are already bound by similar provisions under their main contract with Atos, acknowledge that the above commitment is an essential part of the contract, so that non-compliance with any of these will constitute a breach of their contractual obligations, such as to entail, according to its severity, the termination of the contract

### Additional requirement concerning Atos' suppliers

As key stakeholders in Atos' ecosystem, Atos' suppliers further acknowledge that they may be requested to be assessed by Atos preferred expert third party EcoVadis at least every second year, which will allow Atos to measure their CSR (corporate social responsibility) risk in the areas of Environment, Labor and Human rights, Ethics and Sustainable Procurement, and will be asked to implement corrective action plans and to be re-assessed within twelve months if the score is below Atos expected standard (40/100).





# Integrity Principles

The Principles, which Atos Partners' commit to comply with are set out below.

## Human Rights

Atos Partners must support and respect the protection of internationally proclaimed human rights in dealing with all their stakeholders; and take appropriate measures to ensure they are not complicit in human rights abuses. They must comply with the principles of the Universal Declaration of Human Rights of 1948 and with the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work. They must refuse any form of cruel, inhuman or degrading practices, such as corporal punishment, bullying, moral and sexual harassment, labor under constrain or threat, and more general prevent any commission or complicity in human rights violations.

1

### Prohibition of child labor

Atos Partners must not use child labor. They must comply with the minimum age requirement, as defined by applicable laws and regulations. The strictest standards among applicable local, national and international laws shall apply, meaning that the laws providing for the highest age limit shall be observed.

2

### Prevention of forced, bonded or compulsory labor

Atos Partners must ensure that they do not use forced, bonded or compulsory labor in their operations. They shall allow their employees to leave employment whenever they choose, and not require them to lodge deposits, money or papers with their employer, unless required by local laws or regulations.

3

### Respect of employees' individual rights

Atos Partners must ensure decent working conditions and compensate workers fairly, and at a minimum in accordance with applicable wage and working hours laws and regulations, and address eventual systemic inequalities. They shall not require employees to work more than the legally permitted maximum number of hours a week. Atos Partners must provide fair and equal wage and guarantee the applicable national statutory minimum wage. They should comply with labor law during recruitment and also for the term of the fulfillment of the employment contract.

4

### Respect of employees' collective rights

Atos Partners must ensure that employees' collective rights are respected, such as freedom of expression, freedom of association and right to collective bargaining. Any workers and employees are entitled to be represented, and form and join any social organization. Partners must comply with regulations guaranteeing individual and collective liberties, including the management of working hours, remuneration, training, trade union rights, hygiene and safety.

5

### Prevention of harassment and discrimination, promotion of inclusion and accessibility

Atos Partners must prevent any form of harassment, including sexual harassment, and/or bullying in the workplace to align with the zero discrimination approach outlined in the Atos [Code of Ethics](#). They must treat all their employees fairly and equitably in accordance with local laws to prevent discrimination against any individual or group, and actively seek to promote inclusion, gender equality, accessibility and ethics in the workplace.

#### Additional requirement concerning Atos' suppliers

As signatory of the ILO Global Business Disability Network agreement, Atos is committed to being a leader in accessible digital products and services and ensuring that these are barrier free. Accordingly, Atos suppliers may be asked to provide accessibility [conformance reports](#) for digital products to document compliance with disability legislation globally and accessibility standards (ISO 40500, ISO 9421- 171, ISO 13066-1, EN 301549).



*[Handwritten signature]*

# Integrity Principles

## Health and safety of individuals

Atos Partners must ensure staff operate in safe and healthy working conditions and environment, abiding by local laws and regulations, and respecting the health and well-being of its workforce. Partners should maintain the ability to monitor and apply changing health and safety legislation as well as complying with mandatory health and safety training. Atos Partners should have the necessary systems and structure in place to identify and mitigate health and safety risks as well as report and investigate incidents.

## Business integrity

Atos Partners must comply with the highest standards relating to business integrity.

1

### Prohibition of corruption and bribery

Atos has a zero-tolerance approach to corruption. Therefore Atos Partners shall not take part in any form of corruption, bribery or influence peddling scheme, where they would, either directly or indirectly, (i) offer an undue benefit to a person in order for that person to improperly carry out or abstain from carrying out an act pertaining to his/her functions, or misuse his/her influence to obtain a decision from a public authority to the advantage of the offeror, or (ii) accept an undue benefit in order for them to improperly carry out or abstain from carrying out an act pertaining to their functions or misuse their influence to obtain a decision from a public authority to the advantage of the offeror.

It should be clearly stated that such prohibition equally applies:

- to both the active person (who offers the undue advantage) and the passive one (who accepts it), as they are both sanctionable, and irrespective of whether the passive person has solicited the benefit or not,
- in the private and public sector,
- to large, as well as small inducements (e.g. facilitation payments are prohibited), offered before or after the action or abstention of the passive person has occurred (i.e. as an incentive or a reward), directly or indirectly (e.g. to their relatives, spouses or family members).

2

### Protection of data and privacy

Atos Partners must comply with all applicable data protection laws and regulations, as well as with recommendations, guidelines and guidance issued by competent regulatory bodies, and take the appropriate measures to protect personal data and privacy of individuals, including when processing Atos employees' data.

3

### Fair competition

Atos Partners must comply with all applicable antitrust and competition laws wherever they do business. They undertake not to participate in any anti-competitive practices, not to collude with their competitors on prices, bid rigging, market allocation, or exchange any sensitive information. Partners in a dominant position shall not abuse it to eliminate competition, or to impose excessive or discriminatory commercial conditions.

4

### Compliance with sanctions and export control regulations

Atos Partners should comply with all applicable economic sanction and export control laws and regulations. They shall provide true, accurate and regularly updated information in relation to any export restrictions (U.S. contents, dual-use or military classification) affecting the products, software or technology provided to Atos. Where required, they shall obtain appropriate governmental authorizations to do so.

Atos Partners understand that for all matters pertaining to their relationship with Atos, they should not enter into any transactions with any country, person or entity with whom commercial transactions are forbidden under the United States or the European Union economic sanctions regulations.

5

### Conflict mineral regulations

In accordance with EU regulations on conflict minerals ([2017/821](#)) and [Section 1502 of the US Dodd Frank Act](#) (further details being available [here](#)), Atos Partners must not use minerals (tantalum, tin, gold, and tungsten) from conflict regions (e.g. Democratic Republic of Congo, Rwanda, Tanzania, Uganda, Zambia).

In order to do so, they must take the necessary steps to determine if their products contain conflict minerals, and if so, develop compliance due diligence processes in compliance with such regulations, and be in a position to provide evidence, such as Conflict Minerals Reporting Template (CMRT), to ensure that all products are responsibly manufactured.

6

### Loyalty in business relationship

Atos Partners must ensure to act professionally and appropriately towards Atos, its employees, its partners and clients, as well as their employees. Partners shall not disparage, nor write or say anything malicious, discriminatory or defamatory against Atos, its employees, partners, clients, and their employees. Atos does not tolerate disrespectful or unprofessional usage of social media.





# Integrity Principles

## Environment

Following Atos Environmental Policy Principles and according to Atos emissions reduction targets grounded in climate science through the Science Based Targets initiative (SBTi) on limiting global warming to 1.5°C above pre-industrial levels and the net zero company by the latest 2039, Atos is committed to minimizing the environmental impact of its activities worldwide, and expects its Partners to apply the same standards. Atos Partners must identify and comply with all regulations and other legal requirements relating to the environmental impacts of their activities. They should prevent pollution and climate change through the adoption of appropriate procedures and controls, and address the challenges such as energy, Greenhouse Gases (GHG) emissions, waste, freight and travel both locally and globally.

### Additional requirement concerning Atos' suppliers

As key stakeholders in Atos' ecosystem, Atos suppliers are further expected to always respect the [Atos Environmental Policy Principles](#).

They should continuously develop and improve an environmental management system which minimizes their environmental impacts. They should identify, implement and monitor the necessary initiatives and action plans within their entities to steadily make progress with environmental challenges and reduce their impacts. For instance, commitments to improve energy efficiency, eco-design and renewable energy supply of the Partners can be asked by Atos. Also, management of GHG emissions is expected to be part of their environmental management system.

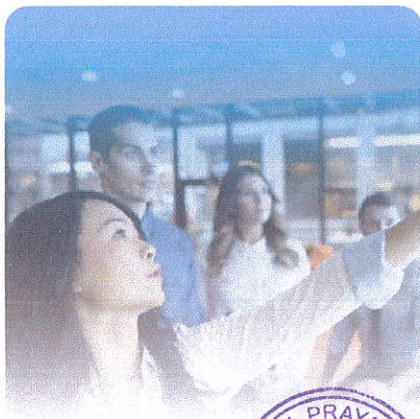
Atos is committed to become a net-zero company by the latest 2039 and this means to ensure its Partners are reporting, disclosing and managing their emissions in line with the Greenhouse Gas Protocol ([GHG Protocol](#)).

Regarding the above requirements, Atos could ask its suppliers to have an environmental certification such as ISO 14001 and an energy certification such as ISO 50001, and to display their environmental policy and environmental management system. Atos can also ask to complete the EcoVadis assessment at Atos supplier's costs and consider joining initiatives, such as Carbon Disclosure Project ([CDP](#)) or Science Based Target initiative ([SBTi](#)).

Atos suppliers shall lead their own suppliers to meet strict environmental standards and to continually work to evaluate and minimize its environmental impacts. They should ensure that the products and services they propose to Atos contribute to reduce its environmental impacts.

## Potential violations – Atos Group Alert System

Atos Partners undertake to inform Atos in a timely manner if at any given time they consider that there is a risk that they will no longer be able to comply with their commitment under this Atos Partners' Commitment to Integrity.



They further undertake to notify Atos without any delay in case of any potential violation, which would have already occurred, and to provide any information as reasonably requested by Atos on this matter.

In all circumstances, if Atos Partners' employees have any concern that a law, regulation, or any of the principles set out in the [Code of Ethics](#) has been or is about to be breached, or in the event of a threat or serious prejudice to the general interest of Atos, they can report through the Atos Group Alert System which is available at [groupcomplianceofficer@atos.net](mailto:groupcomplianceofficer@atos.net).

The individuals who raise the alert as well as the persons targeted by the alert shall benefit from the strictest confidentiality, subject to the intervention of a judicial authority. Anonymous reports are considered where this is permitted by local law.

Further information on Atos Group Alert System, notably on the data subject rights, can be found in the [Code of Ethics](#).



# About Atos

Atos is a global leader in digital transformation with 109,000 employees and annual revenue of c. € 11 billion. European number one in cybersecurity, cloud and high performance computing, the Group provides tailored end-to-end solutions for all industries in 71 countries. A pioneer in decarbonization services and products, Atos is committed to a secure and decarbonized digital for its clients. Atos is a SE (Societas Europaea), listed on Euronext Paris and included in the CAC 40 ESG and Next 20 Paris Stock indexes.

The [purpose of Atos](#) is to help design the future of the information space. Its expertise and services support the development of knowledge, education and research in a multicultural approach and contribute to the development of scientific and technological excellence. Across the world, the Group enables its customers and employees, and members of societies at large to live, work and develop sustainably, in a safe and secure information space.

[Find out more about us](#)

[atos.net](#)

[atos.net/career](#)

Let's start a discussion together



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