



महाराष्ट्र MAHARASHTRA

30AB 632561

स्तावा प्रकार-..... होय/नाही  
 2024 का ? SAMABHAVANA  
 का स्त नोंदणी करणार आहे का ?  
 मुद्रांक विकत घेणाऱ्याचे नांव 'Admin' Off. :- Wing A, R.H. No 4,  
 सुकृमानी. GHS, Sector 6,  
 नत्वा व स्थिति-..... Anandji, Wavi, Mumbai 400708  
 दुसऱ्या पक्षाकाराचे नांव-.....  
 Opp Union Bank



भारत कायदा कार्यालय, मुंबई  
 16 DEC 2024  
 मुद्रांक प्रमुख लिपीक / लिपीक

9/11

**Agreement**

This Agreement is made and executed on..... December 2024.

**Between**

**Indian Oil Corporation Limited**, a company incorporated under the Companies Act, 1956 and having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai - 400 051, represented by its unit, South Eastern Region Pipelines (SERPL), hereinafter called the "1<sup>st</sup> Party" or "IOCL", which expression shall, where the context so admit, include its successors, permitted assignees and representatives.

**And**

**SAMABHAVANA**, a not-for-profit organization incorporated under the Section-8 of the Companies Act 2013, bearing CSR Registration No. CSR00000687, having its registered head office at RH NO 18,, 6,SUMANGAL CO OP HSG SOCIETY, OPP.D.M.ENGINEERING COLLEGE, SECTOR 2,AIROLL, Thane, Maharashtra, 400708, hereinafter called the "2<sup>nd</sup> Party" or "Samabhavana", which expression shall, where the context so admits, include its successors, permitted assignees and representatives.

All parties collectively shall be referred to as 'Parties'.



**RECITALS:**

**WHEREAS;** educationalists often stress that basic science fundamentals should be made clear and liking towards science should be developed among young brains at the school level.

**WHEREAS;** Mini Science Centre (MSC) consists of 80 Science and Math models. It helps in teaching science and mathematics to school children in a practical way. MSC is innovative and interactive teaching aid with a hands-on approach to facilitate the learning process; MSC is also mapped with CBSE, ICSE and state board curriculums.

**WHEREAS;** IOCL is one of the flagship Public Sector Enterprises of India. The Corporation has successfully combined its corporate social responsibility agenda with its business offerings, meeting the energy needs of millions of people every day, across the country. IOCL has been partnering with communities in which it operates by supporting innumerable initiatives connected with health, family welfare, education, environment protection, provision of potable water, sanitation, empowerment of women & other marginalized groups etc. IOCL is keen to support innovative interventions in education, especially in Aspirational Districts.

**WHEREAS;** NITI Aayog has identified Dhenkanal District as an Aspirational District of the state of Odisha.

**WHEREAS;** SAMABHAVANA, a reputed CSR implementing agency having previous experience of setting up MSCs in collaboration with various public sector enterprises, has submitted proposal requesting IOCL to set-up MSCs in 02 Government schools falling in the villages along IOCL's Paradip-Raipur-Ranchi Pipeline (PRRPL) in Dhenkanal.

**WHEREAS;** IOCL, with the aim of igniting scientific interest among students, has agreed to execute this project under its CSR ambit,

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

**ARTICLE 1: TITLE & PURPOSE:**

This Agreement is entered into to collaborate with each other to work in association for **CSR Project STEM: Establishing 02 nos. Mini Science Centers (MSCs) in Government schools of Aspirational District Dhenkanal in the state of Odisha.**

S. No.	Block	School Name
1	Kankadahad	Kankadahad G P High School
2	Hindol	Karanda Panchayat High School

The prime objective of this project is to make learning accessible to all children for aptitude enhancement and ensuring that the less-privileged students in rural areas have access to equal opportunities by building brains beyond books.

**ARTICLE 2: MODE OF IMPLEMENTATION:**

The project will be executed by the 2nd party on deposit works basis through the funding support of the 1<sup>st</sup> party.

1 <sup>st</sup> party	IOCL	Funding Partner
2nd party	Samabhavana	Implementing Agency



### **ARTICLE 3: SCOPE AND RESPONSIBILITIES**

#### **3.1 Role of the 1<sup>st</sup> party (IOCL) -**

- a) The 1<sup>st</sup> party agrees to act as the funding partner and shall deposit funds to the 2nd party, which shall be utilized by the 2nd party for the laid down objectives of this project. The 1<sup>st</sup> party shall grant the amount as per the payment schedule and progress of work.
- b) To monitor the project so as to achieve the target outcomes. Any authorized representative of the 1<sup>st</sup> party can make joint visit with the 2nd party officials to monitor the progress of project & to check the upkeep of MSCs after installation.
- c) Any authorized representative of the 1<sup>st</sup> party can also conduct surprise visits to the project sites (i.e., the identified schools) without prior intimation to the other parties.

#### **3.2 Role of the 2nd party (Samabhavana) -**

- a) Coordination & support among the 1<sup>st</sup> party and the school administration to reduce the bottlenecks, if any.
- b) To ensure implementation of this project in-line with the set guidelines.
- c) To identify and communicate a Single Point of Contact (SPOC) to closely work with the 1st parties for the implementation of the project.
- d) To create awareness about this project among the villagers especially children, so as to converge efforts to increase school enrollment & reduce drop-out rate.
- e) To monitor the implementation plan and share regular updates on project progress - both qualitative & quantitative - with the 1<sup>st</sup> party and the respective school administration.
- f) To ensure transparency in each stage of the project.
- g) To facilitate joint site visits as and when requested by the 1<sup>st</sup> party.
- h) To ensure the quality of material in all prerequisites for establishing the MSCs, viz., setting up platforms, electric connections, whitewashing of walls etc.
- i) To obtain and record structured feedback from all stakeholders, especially beneficiaries, teachers, school head etc. during and after completion of the project.
- j) To maintain photographic & videographic documentation at each stage of the project.
- k) To maintain & furnish all requisite documentation at each stage of the project, in-line with the project proposal and payment milestones stated herein at 4.1.
- l) To ensure appropriate mnemonics/branding (bilingual) of the 1<sup>st</sup> party on each element of the project, including but not limited to - on each exhibit of MSC, on placards/backgrounds/manuals/handbooks/leaflets etc., on signage inside & outside MSC rooms, on print/electronic/social media coverage, on backdrops for inauguration/training programs etc.



m) To ensure completion of the project on or before 31.03.2025 & provide the required maintenance of the project for three (03) years from the date of installation.

n) To provide Independent Practitioner's Report towards CSR Fund Utilization in line with ICAI's advisory, which states "Wherever the company undertakes the CSR activity through a third party, it is advised that all such companies should obtain an Independent Practitioner's Report on Utilization of such CSR Funds from the auditor/CA in practice of the third party, to whom the funds are given by the Company for implementing CSR activity".

3.3 It is agreed by all Parties that the services to be provided by each party may be added to upon mutual agreement between the Parties. Such mutual agreement shall only take into effect when the same is reduced into writing and signed by all Parties as enumerated under Art 7 hereinunder.

#### **ARTICLE 4: FINANCIAL OBLIGATIONS**

4.1 The 1<sup>st</sup> party shall transfer the funds to the 2nd party as per the below payment milestones:

<b>Instalment</b>	<b>Milestone to be achieved</b>	<b>Amount ₹</b>
20% (1 <sup>st</sup> )	Signing of the agreement & confirmation of placing of order of MSCs.	2.52 Lakh
60% (2nd)	After installation of the 2 MSCs in the identified schools	7.58 Lakh
20% (3rd)#	After completion of the project	2.52 Lakh

#or balance amount as per actual Fund Utilization, whichever is lower.

4.2 The maximum financial implication to the 1<sup>st</sup> party for the project shall be limited to ₹12,63,780 Lakh (Rupees twelve lakhs sixty-three thousand seven hundred eighty only).

4.3 Documents to be submitted for release of installment(s):

For 1<sup>st</sup> Installment (20%)

- Signed Copy of this Agreement
- Confirmation of placing of the order of MSCs.
- Fund Requisition Letter for the 1<sup>st</sup> installment

For 2nd Installments (60%)

- Fund Utilization Certificate towards the 1<sup>st</sup> installment
- Fund Requisition Letter for the 2nd installment
- Detailed MSC Installation Report for each school
- High resolution photographic/videographic documentation of the project  
- (Clearly indicating Pre & Post Room setup)

For 3rd & Final Installment (20%)

- Fund Utilization Certificate for the 2nd installment.
- Fund Requisition Letter for the 2nd installment  
Detailed Project Reports in-line with the project proposal, including but not limited to – Hands-on Training Program Reports (w.r.t. 02 nos in each of the 02 schools), M&E Reports (w.r.t. 03 nos in each school).

Page 4 of 7



Baseline, Midline & End line/Impact Assessment Report), Maintenance Report etc.

- Feedback & Testimonials from beneficiaries (in text & video clip formats)
- High resolution Corporate AVs on the project impact, embedding English subtitles (2 min and 5 min each)

4.4 Fund Utilization of the 2nd installment and/or returning of any unutilized amount by the 2nd party to the 1<sup>st</sup> party which was given in terms of this agreement by 1<sup>st</sup> party to 2nd party shall be done within 30 days of completion of the project.

#### **ARTICLE 5: MUTUAL ASSISTANCE AND DUTIES**

- 5.1 Parties shall provide mutual assistance as set forth in this agreement to the maximum extent possible.
- 5.2 Parties shall confirm receipt of verbal or written requests for mutual assistance and provide responses within reasonable time.

#### **ARTICLE 6: CO-BRANDING**

6.1 The Parties shall have the right to use, discuss and publicize the project data and each will acknowledge the role of each other or part played by the other in the books, documents, and/or other publicity measures in relation to the project.

6.2 Parties agree that in consideration of the gesture by the 1<sup>st</sup> party, and 2nd party shall have no objection in displaying (bilingual) "Mini Science Center at \_\_\_\_\_ School, under CSR initiatives of Indian Oil Corporation Limited" (or as mutually agreed upon term whereby name of 1<sup>st</sup> party appears therein) along with the logo of 1<sup>st</sup> party as below:



**A CSR Initiatives by Indian Oil Corporation Limited**

#### **ARTICLE 7: AMENDMENTS**

- 7.1 All modifications and amendments to this agreement must be formally agreed to by all the Parties in writing.
- 7.2 Any such amendment shall enter into force from the date agreed to by the Parties.



**ARTICLE 8: FORCE MAJEURE**

If either Party is unable to perform its obligations under this agreement due to the occurrence of an event beyond its control (such as acts of God, War like situations, Riots, Bandhs, Government actions, Earthquakes, Pandemic, Cyclones, Tycoons, and other natural calamities, etc.), that Party will not be deemed to have defaulted under this agreement. Each Party agrees to use all reasonable efforts to enable performance under this agreement to continue.

**ARTICLE 9: DISPUTE RESOLUTION: MEDIATION**

Any dispute arising out of this agreement will be referred to a committee consisting of: Executive Director & Regional Head (SERPL), IndianOil; and Secretary, SAMABHAVANA, for amicable settlement.

**ARTICLE 10: INDEMNITY**

10.1 The 2nd party will abide by all relevant provisions of Section 135 of The Companies Act 2013 and The Companies (CSR Policy) Rules, 2014 & its amendment thereafter and any other applicable statutory obligation related to CSR.

10.2 The 2nd and 2nd party do hereby indemnify 1<sup>st</sup> party and hold it harmless, from any acts of omission, commission, violation, infringement by 2nd party of any laws, rules, proceedings, procedures, damages, claims arising out of any provisions of law at present and future.

**ARTICLE 11: SEVERABILITY**

In the event that a portion of this agreement is impossible to fulfill, the Parties agree to attempt to comply with the remainder of the understanding to the maximum extent possible.

**ARTICLE 12: ASSIGNABILITY**

This agreement shall not be assigned by any Party without the prior written consent of the other. Such consent, however, shall not be unreasonably withheld.

**ARTICLE 13: NOTICES**

13.1 Notices in connection with this agreement must:

- i. Be in writing, in the English language.
- ii. All notices or other information required or deemed necessary to be given to:



## THE PARTIES

INDIAN OIL CORPORATION LIMITED (1<sup>st</sup> Party)  
4<sup>th</sup> Floor, Infinita Tower, South Eastern Region Pipelines, Bhubaneswar, Odisha  
751021 [Contact Person: Mr. Debi Prasad Satapathy (Chief General Manager (CSR & Security), SERPL Bhubaneswar; Email: [dpsatapathy@indianoil.in](mailto:dpsatapathy@indianoil.in)]

SAMABHAVANA (2nd Party)  
RH NO 18, 6, SUMANGAL CO OP HSG SOCIETY, OPP, D.M. ENGINEERING  
COLLEGE, SECTOR 2, AIROLI, Thane, Maharashtra, 400708 [Contact Person: Mr.  
Jasmir Thakur Secretary & E.O, Samabhavana; Email:  
[jasmir@samabhavanasociety.org](mailto:jasmir@samabhavanasociety.org)]

13.2 Notices shall be delivered by courier or hand or sent by email to the respective addresses and email which are specified above or if the addressee specifies another address or email then to that address or email.

### **ARTICLE 14: EFFECTIVE DATE**

This agreement will come into force from the date mutually agreed between the Parties.

### **ARTICLE 15: GENERAL PROVISIONS**


- 15.1 The singular terms include the plural and the plural terms include the singular.
- 15.2 The headings used in this agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.



**Signature 1<sup>st</sup> Party**  
Authorized Signatory  
IOCL SERPL

**For SAMABHAVANA**  
**Signature 2<sup>nd</sup> Party**  
Authorized Signatory  
Samabhavana

Witness:

1.   
(SIDDHARTH CHAUDHARY)  
M (CSK)  
IndianOil

2.

