

**Memorandum of Understanding**

**Between**

**PTC Software (India) Private Limited**

**And**

**Seva Sahayog Foundation**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 16<sup>th</sup> Feb 2023 and shall be effective from 01<sup>st</sup> April 2022 ("Effective Date")

### BY AND BETWEEN

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

AND

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

### RECITALS

- A. WHEREAS SSF is an organisation registered in Pune, Maharashtra. It is a non-profit organization established with the purpose of helping underprivileged children in education throughout the country. It also works for the promotion of quality education and the dissemination of science and education in rural areas.
- B. Whereas PTC is a company engaged in the business of sale of software products and related services.
- C. Whereas SSF has represented to PTC India that it has set up and currently operates Setup of Mini Science Center in government aided schools on a charitable basis (hereinafter referred to as 'Project') and has requested PTC India to support the Project under CSR partnership.
- D. Whereas PTC India is, on the basis of the representations of SSF, desirous of supporting the Project as a charitable project under CSR partnership for a period of 2 Indian financial Years i.e., for FY 22-23 and FY 23-24 ("the Term") for an amount not exceeding **INR 37,24,455/-** subject to the terms of this MoU.
- E. WHEREAS the Parties now desire to capture their understanding in this MoU in relation to PTC India's support towards the Project.



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

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:**

**1. Grant**

- 1.1 SSF has represented to PTC India that it will require an amount of INR 37,24,455/- (hereinafter referred to as 'Grant Amount') to set up and operate the Project during the Term.
- 1.2 PTC India on the basis of the above representation of the SSF, hereby agrees to provide the Grant Amount of INR 37,24,455/- to SSF towards setting up and operating the Project.
- 1.3 The Grant Amount will be disbursed by PTC India as per the details set out in **Schedule – I** of this MOU.
- 1.4 SSF hereby agrees to use the Grant Amount solely towards setting up and/or operating the Project during the Term.
- 1.5 SSF to provide payment receipts of the funds received within two (2) days of receiving the allocated Grant Amount for the concerned Indian financial year and fund utilisation certificate audited by a Chartered Accountant before 31<sup>st</sup> March 2023 and for the second instalment before 31<sup>st</sup> March 2024.

**2. Representations and Warranties**

- 2.1 Each party represents and warrants to the other party that:
  - a. It has full power and authority to execute, deliver and perform its obligations under this MoU;
  - b. The execution and delivery of this MoU will not result in breach of its constitutional documents and/or default under the laws to which it is bound; and
  - c. The execution and delivery of this MoU will not result in breach of any terms and conditions of any agreement to which it is a party.
3. Any government/statutory taxes/levies like service tax applicable now or hereafter shall be borne and paid by each party as applicable.

**4. Additional Representations of SSF**

SSF is a not-for-profit company registered with the Registrar of Companies under Section 25 B of the Companies Act 1956 (Now Section 8 of the Companies Act,2013) dated 31<sup>st</sup> August 2009 vide no. U85100MH2009NPL195370. The number then changed to U85100PN2009NPL168137 due to shifting of our registered office to Pune. It has been granted the certificate under Section



80G of the Income Tax Act, 1961 vide Order no AAITS8081RF20214 and shall be valid and subsisting as of the entire Term of this MOU.

4.1 SSF represents to PTC India that it has the necessary expertise, facilities, manpower, and resources to setup and operate the Project and achieve the outcome as agreed between the Parties in terms of this MOU.

4.2 **Surplus:**

- a. SSF represents that the surplus generated, if any, from the activities undertaken by it under the Project, shall be utilized by SSF for the purpose of the Project on or before 15<sup>th</sup> March of the Indian financial year in which the surplus gets generated.
- b. SSF should intimate PTC on or before 15<sup>th</sup> March of the applicable Indian financial year once it has utilized the surplus generated, if any, for the purpose of the Project.
- c. **Self-Certified Grant Utilization Certificate:** On or before 15th March of each applicable Indian financial year, SSF shall submit to PTC a self-certified grant utilization certificate (in a format approved by PTC) as a proof that the surplus generated in the concerned financial year have been utilized by SSF for the purpose of the Project.
- d. **Final Grant Utilization Certificate:** In case any amounts from the surplus, remain unspent on 15th March of the concerned Indian financial year, SSF shall utilize such unspent surplus amounts only for the purpose of the Project on or before the 31st of March of the concerned Indian financial year. Upon such utilization, SSF shall provide PTC a final self-certified grant utilization certificate (in a format approved by PTC) on or before 31st of March of the concerned Indian financial year, indicating that the surplus has been utilized by SSF for the purpose of the Project stated in this MOU.
- e. **Refund:** In case the surplus still remains unspent on 31<sup>st</sup> March of the concerned Indian financial year, SSF shall provide PTC a refund of such unspent surplus amount within fifteen (15) days from the end of the applicable Indian financial year i.e., on or before 15<sup>th</sup> April of the next Indian financial year.
- f. For the purpose of this MOU, “surplus” refers to income generated from the spend on CSR activities under the Project, e.g., interest income earned by SSF on funds provided by PTC, revenue received from the CSR Project, disposal/sale of materials used in the CSR Project, income from sale of carbon credits, if any, for commercial purposes and other similar income sources.

4.3 SSF to provide PTC with detailed address of the Project implementation site/s in the Schedule II of this MOU.

4.4 **Implementation and Intimation:** The Project implementation for the respective items mentioned for each applicable Indian financial year in Schedule II of this MOU shall be completed by SSF on or before 15<sup>th</sup> March of the applicable Indian financial year. SSF should intimate PTC on or before 15<sup>th</sup> March of the applicable Indian financial year once implementation is completed.



4.5 **Site Visit:** After implementation of the items mentioned Schedule II, SSF shall organize a site visit for PTC CSR members between 15<sup>th</sup> March to 31<sup>st</sup> March of the applicable Indian financial year or as otherwise decided by PTC in the succeeding financial years for verification of the Project implementation for the concerned financial year.

4.6 **Photographs:** SSF to share clear and dated photographs of the implementation sites (before implementation and after implementation) with PTC for the respective items mentioned for each applicable Indian financial year in Schedule II of this MOU. The photographs shall be submitted between 15<sup>th</sup> March to 31<sup>st</sup> March of the applicable Indian financial year.

4.7 **Self-Certified Grant Utilization Certificate:** On or before 15th March of each applicable Indian financial year, SSF shall submit to PTC a self-certified grant utilization certificate (in a format approved by PTC) as a proof that the funds for the concerned financial year have been utilized by SSF for the purpose stated in Schedule II.

4.8 **Final Grant Utilization Certificate:** In case any amounts from the funds remain unspent on 15th March of the concerned Indian financial year, SSF shall utilize such unspent amounts on or before the 31st of March of the concerned Indian financial year for the purpose stated in Schedule II. Upon such utilization, SSF shall provide PTC a final self-certified grant utilization certificate (in a format approved by PTC) on or before 31st of March of the concerned Indian financial year, indicating that the funds have been utilized by SSF for the purpose stated in Schedule II of this MOU.

4.9 Each grant utilization certificate provided by SSF under this MOU shall contain details of the total contribution received, total amount utilized, date of utilization, purpose of utilization, surplus or capital assets generated, if any, unspent amount or unspent surplus, if any and details thereof.

4.10 **Refund:** SSF shall, in case there is still any unspent balance from the contribution provided after fulfillment of the said purpose, or in case of failure to use the contribution or any part thereof within the time specified above, inform PTC the reasoning thereof, and shall provide PTC a refund of such unspent balance within fifteen (15) days from the end of the applicable Indian financial year i.e., on or before 15<sup>th</sup> April of the next Indian financial year.

4.1 **Audited Grant Utilization Certificate:** SSF shall submit to PTC an annual audited grant utilization certificate before 31<sup>st</sup> March of each applicable Indian financial year.

## 5. Rights and obligations of SSF

5.1 SSF shall utilize the Grant Amount only towards the Project and only for the purposes as agreed to by PTC India.



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

## 6. Rights of PTC India

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

## 7. Binding Nature

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



## 8. Reporting and Monitoring

SSF shall submit quarterly reports (in a format approved by PTC) on the Project progress as per the quarterly reporting format set out in Schedule III of this MOU. SSF assures PTC India that the Project shall achieve the following outcomes over 2022-2023 and 2023 – 2024 financial year/ period:

Activity	Student Exposures	Number of Schools
Setting up of Mini Science Center (STEM LAB)	764	4

## 9. Limitation on the liability

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

## 10. Term

This MoU shall remain in force and effect for the Term of the Project i.e., for FY 22-23 and FY 23-24.

## 11. Termination

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

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

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 SSF to PTC India immediately and PTC shall be relieved of its obligations under this MOU. Notwithstanding anything to the contrary, upon termination of this MOU for any reason whatsoever, SSF shall fulfill its obligations under the MOU to the extent of the Grant Amount spent.

This MOU shall not be terminated by SSF during the Term for any reason whatsoever.



## **12. Indemnity**

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

## **13. Exclusivity**

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

## **14. Dispute resolution and Jurisdiction**

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

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

## **15. Notices**

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

### **For PTC India**

Kind attn.: Aniket Marathe

Address: PTC Software (India) Private Limited

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

### **For Seva Sahayog Foundation**

Kind attn.: Mr. Dilip Moghe ( Director)

at Address \_Ground Floor, Maharshi Dadhichi Hospital, Behind Bus Depot, Santacruz (East) Mumbai 400055

Tel: 022-26188106



## 16. Relationship of Parties

This relationship shall not constitute any partnership between the parties, nor, except as expressly set out in it, constitute any party as the agent of another party, nor shall any party have the right or authority, to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of the other party.

## 17. Miscellaneous

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

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

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

DocuSigned by:

Aniket Marathe  
2EF1FE0B4DB94C...

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

Witness:

DocuSigned by:

Sanika Khare  
F22ED7CFC1FA4EC...

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

For and on behalf of  
**Seva Sahayog Foundation**

DILIP  
SHANKAR  
MOGHE

Digitally signed by DILIP  
SHANKAR MOGHE  
Date: 2023.02.16  
15:34:19 +05'30'

Name: Mr Dilip Moghe  
Title: Director

Witness:



Name: Rujuta Mhatre  
Contact Details: 9833170504

**Schedule – I**

<b>PROJECT SUMMARY – To set up 4 stem labs and 4 smart classrooms 4 government schools in Pune.</b>	
<b>Project</b>	PTC Software (India) Pvt. Ltd and Seva Sahayog Foundation
<b>Project Area</b>	Four government aided schools in Pune <ul style="list-style-type: none"> <li>• PMC School</li> </ul>
<b>Beneficiary Outreach</b>	Students and Teachers
<b>Project Time</b>	2 years (FY 22-23 and FY 23-24)
<b>Total Project Budget</b>	INR 37,24,455
<b>First Instalment in Feb 2023</b>	INR 35,08,995 (For FY 22-23)
<b>Second Instalment in April 2023</b>	INR 2,15,460 (For FY 23-24)
<b>Focus Area</b>	Education
<b>Key Performance Indicators</b>	<p>Following are the key indicators</p> <ul style="list-style-type: none"> <li>• Improvement in the aptitude of students towards science and mathematics</li> <li>• Capacity Building of teachers by training of easy teaching aids</li> <li>• Increase inquisitiveness and rational thinking among students</li> <li>• Minimisation of fear among students for STEM related subjects</li> <li>• Improve the efficiency of teaching time</li> </ul>



## Schedule – 2

## Budget 1 for Mini Science Center

## Budget for Establishing 4 Mini Science Centers

SR. NO	ITEM	DESCRIPTION	COST	NOS OF SCHOOLS	TOTAL Cost (1st Year)	Total Cost (2nd Year)
1	MINI SCIENCE CENTRE	80 MODELS + 80 USERS PLACARD+ 40 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL INCLUDES INSTALLATION, DELIVERY & 1st YEARS MAINTENANCE	₹ 3,36,300	4	₹ 13,45,200	0
2	MONITORING & EVALUATION	Total - 2 visits (baseline study and installation report)	₹ 41,300	4	₹ 1,65,200	0
3	Teachers Training	Training of Teachers	₹ 0	4	₹ -	₹ 1,65,200
4	Infrastructure Cost	PAINITING THE LAB WITH 3D ART AND PUTTING MAT ON THE FLOOR	₹ 2,36,000	4	₹ 9,44,000	0
5	Electrical board	SET UP OF PLATFORMS & ELECTRIC CONNECTIONS	₹ 47,200	4	₹ 1,88,800	0
6	Miscellaneous Cost	Inauguration and DIY activity	₹ 10,000	4	₹ 40,000	₹ 40,000
<b>Subtotal of 1ST YEAR (A)</b>			₹ 6,70,800	4	₹ 26,83,200	₹ 2,05,200
SSF Admin Cost 5% (B)			₹ 33,540	4	₹ 1,34,160	₹ 10,260
<b>Sub Total (A+B)</b>			₹ 7,04,340	4	₹ 28,17,360	₹ 2,15,460



**Budget 2: Infrastructure for E-learning Facility**

<b>Budget for E-Learning Facility</b>					
<b>SR. NO</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>COST</b>	<b>NOS OF SCHOOLS</b>	<b>TOTAL</b>
1	E-Learning Facility (A)	78" IR IWB + CPU with i5, 8GB RAM, 512GB SSD + Dell wired Keyboard & Mouse+ Short Throw Projector (XGA)+ Projector Arm (Wall mount)+ Wall mount Cabinet (CPU, keyboard & 1Kva UPS)+ Soundbar (16W Bluetooth Soundbar for TV with Bluetooth/SD Card/Aux, PC, Projectors, Tablets, Laptops)+ 1 KVA UPS (1100VA/660W UPS System for Personal Computers, Home Entertainment Network, Gaming Consoles)+ Inverter with Battery (850 Pure Sine Wave Inverter with 120 Ah Recyclable Tubular Battery)	₹ 1,64,675	4	₹ 6,58,700
2		SSF Admin Cost 5% (B)			₹ 32,935
		<b>Sub Total (A+B)</b>			<b>₹ 6,91,635</b>

**Total Budget of the Project (Budget 1 + Budget 2)**

<b>Sr. No.</b>	<b>Particular</b>	<b>The amount for Year One (22-23) (INR)</b>	<b>The amount for Year Two (23-24) (INR)</b>
Budget 1	Mini Science Center	28,17,360	2,15,460
Budget 2	Infrastructure for E-learning Facility	6,91,635	-
	<b>Total (1+2)</b>	<b>35,08,995</b>	<b>2,15,460</b>
	<b>Grand Total</b>		<b>INR 37,24,455/-</b>



**Schedule II**  
**Schools & No. of beneficiaries Details**

SCHOOL IDENTIFICATION REPORT-

SR NO	SCHOOL NAME	ADDRESS	STATE	Location Kadana/u kai/wana kbori	GOOGLE LOCATION	TYPE OF SCHOOL Govt. Add/Unai ded/ZP	SCHOOL MEDIUM	STD	Total Beneficia ries Students
1	Samrat ASHOK Vidhyalay 117B boys MARATHI medium	Desai Complex, Karvenagar Road, Near Alka Joshi's Creative HR Solutions, Hingne Budruk, Karve Nagar, Pune, Maharashtra 411052	Maharastra	Karve nagar	Samrat Ashok Vidya Mandir <a href="https://maps.ap.p.goo.gl/KGZsf2BNg38aFUxa6">https://maps.ap.p.goo.gl/KGZsf2BNg38aFUxa6</a>	Government	Marathi	5th to 8th	150
2	Maharshi Karve Vidhyalay	FRQ7+54H, Sankar Mandir , Kakde City Compund, Warje Malwadi Rd, Karve Nagar, Pune, Maharashtra 411058	Maharastra	karve nagar	Maharshi Karve Vidyalaya <a href="https://maps.ap.p.goo.gl/zHqUFW5rt4DsucRZ6">https://maps.ap.p.goo.gl/zHqUFW5rt4DsucRZ6</a>	Government aided	Marathi	5th to 10th	350
3	Ghenu bhau khese vidhyalay	HVGX+VJ7, Lohgaon Rd, Indira Nagar, Dhanori, Pune, Maharashtra 411032	Maharastra	tingre nagar	Ghenu Bhau Khese Prathamik vidhyalya <a href="https://maps.ap.p.goo.gl/Bj5jozEwLiDLmf27A">https://maps.ap.p.goo.gl/Bj5jozEwLiDLmf27A</a>	Government	Marathi	5th to 8th	176
4	PMC genba sopan moze prashala vidhyanagar pune 32	HVGR+MF2, Tingre Nagar Rd, Adarsh Colony, Tingre Nagar, Pune, Maharashtra 411015	Maharastra	tingre nagar	Mahankarpalika School <a href="https://maps.ap.p.goo.gl/7E4vrAjp9Mxg4t97">https://maps.ap.p.goo.gl/7E4vrAjp9Mxg4t97</a>	Government	Marathi	8th to 10th	88



**Schedule III**  
**Reporting format**

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

**Reporting Format:**

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

**Timeline of The Project**

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

