

**MEMORANDUM OF UNDERSTANDING (“MOU”)**

**DATED \_\_\_\_\_ 2024**

**BY AND BETWEEN**

**NATIONAL PAYMENTS CORPORATION OF INDIA  
 (“NPCI”)**

**AND**

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## **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (hereinafter referred to as the “**MoU**”) is made as of the [ ] day of [ ], 202[ ]

### **BY AND BETWEEN**

**NATIONAL PAYMENTS CORPORATION OF INDIA**, a company incorporated under Section 25 of the Companies Act, 1956 (Section 8 of the Companies Act, 2013), and having its registered office at 1001A, B Wing, 10th Floor, The Capital, Plot 70, Block G, Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051, Maharashtra, hereinafter referred to as the “**NPCI**” (which expression shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns) of the One Part.

### **AND**

[REDACTED]<sup>1</sup>a [Company / Trust/ Society] registered under [Companies Act 1956/2013 OR Societies Registration Act 1860 OR any law relating to Public Trusts or Societies in the concerned State]<sup>2</sup> having its Principal office/registered office at [REDACTED] hereinafter referred to as the “**Second Party**”, (which expression shall, unless excluded by or repugnant to the subject or context, include its permitted successors and permitted assigns) of the Other Part;

NPCI and Second Party shall individually be referred to as the “**Party**” and collectively as the “**Parties**”.

### **WHEREAS;**

- A. NPCI is engaged in the business of operating retail payment and settlement systems in India and provides various payment and settlement services to banks that are members of NPCI network pursuant to authorization received from the Reserve Bank of India. With the objective to promote sustained growth in fulfillment of its role as a Socially Responsible Corporate and in compliance with Section 135 Schedule VII of the Companies Act, 2013, NPCI supports socially useful programs for welfare and sustainable development of the local community and society at large under the ambit its Corporate Social Responsibility (“**CSR**”) policy.
- B. The Second Party has submitted a project proposal to NPCI for availing financial assistance by way of grant from NPCI under NPCI’s CSR policy for the purpose of implementing the Project (defined herein below) which the Second Party undertakes to utilize solely for implementing the Project.
- C. Second Party represents that it has the necessary infrastructure, capability, expertise and experience for carrying out, executing, running and managing the Project and it has further represented that it fulfills in all respects, the eligibility criteria prescribed by the Companies Act, 2013 and the rules thereunder for acting as an implementing agency for CSR projects and the conditions set out in NPCI’s CSR policy for funding CSR projects.

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<sup>1</sup> Full name of the entity to be added

<sup>2</sup> Please retain the applicable and delete the rest

- D. Based on the representations provided by the Second Party in this MoU and the Project proposal and other documents and information submitted by the Second Party to NPCI in relation to the Project proposal, NPCI has agreed to finance the Project under its CSR policy on the terms and conditions set forth in this MoU.
- E. The Parties have accordingly, agreed to enter into this MoU to record their understanding with respect to the execution of the Project.

**NOW THEREFORE**, the Parties hereto agree as follows:

## **1 DEFINITIONS**

In this MoU (including the recitals, Annexures and the Schedules), unless the context otherwise requires or any terms are defined and used in parenthesis in this MoU, the following expressions shall have the following meanings.

- 1.1 **“Act”** means the Companies Act, 2013, any statutory amendment thereto or re-enactment thereof and includes any rules and regulations framed thereunder.
- 1.2 **“Applicable Law(s)”** means the Act, any statute, law, regulation, circular, notification, ordinance, rules, judgment, order, decree, clearance, approval, directive, guideline, code, standards and manual, policy, requirement, or other government restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by any government authority or regulatory authority, whether in effect as on the date of this MoU or thereafter.
- 1.3 **“Confidential Information”** means any information which relates to the financial and/or business operations of NPCI, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, including, but not limited to, information related to NPCI’s customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets etc.
- 1.4 **“Force Majeure”** means any event beyond the reasonable control of any Party and which prevents such Party from performing any of its obligations under this MoU such as, an act of domestic government, whether by law, order, legislation, decree, rule, regulation or otherwise, embargoes, civil disturbance, declared or undeclared war, interference or action by civil or military authorities, terrorist acts, damage by the elements, act of God (i.e. fire, frost, earthquake, storm, lightning, epidemic, pandemic).
- 1.5 **“Grant Amount”** means the funds agreed to be provided by NPCI to the Second Party for executing the Project.
- 1.6 **“Project”** means the CSR project to be executed by the Second Party for which NPCI has approved financial contribution for the Grant Amount, under this MoU in accordance with the scope of work more particularly set out in Schedule I of this MoU.

## **2 SCOPE OF WORK**

- 2.1 The Second Party shall implement the Project in accordance with the scope of work and the

Project implementation plan as set out in the Schedule I and II of this MoU, respectively, with due diligence, efficiency and with due regard to the judicious use of funds.

2.2 NPCI will provide the Grant Amount to the Second Party for implementing the Project subject to compliance with the terms and conditions of this MoU and in the manner and form specified in Schedule II hereto.

### **3 GRANT AMOUNT**

3.1 NPCI hereby agrees to release the Grant Amount..... pursuant to the terms and conditions contained in this MoU and Schedules hereto. The Grant Amount will be disbursed in installments as per the disbursement schedule provided in Schedule III of this MoU.

3.2 Except for the Grant Amount as stated in Schedule III, NPCI shall not be responsible to make any other payments whatsoever to the Second Party. The Second Party shall be fully responsible for any other cost or expense incurred by it in connection with the performance of its obligations under this MoU and NPCI shall not be liable to reimburse it to the Second Party.

3.3 The Second Party agrees and undertakes that the Grant Amount shall be used by the Second Party solely for the implementation of the Project and shall not be used for any other purpose including for the payment of any outstanding loan or debt due by the Second Party to any other person;

3.4 Second Party shall inform NPCI about the status of utilization of the Grant Amount by 31<sup>st</sup> March of every financial year. The Second Party shall provide such information and data as may be requested by NPCI with respect to utilization of the Grant Amount by the Second Party within the timelines prescribed by NPCI in this regard.

### **4 FUND REQUISITION AND DISBURSEMENT**

4.1 Any requisition by the Second Party to NPCI for the disbursement of installment amount shall be submitted by the Second Party to NPCI in the requisite format prescribed by NPCI. Such requisition shall contain the details of expenditure that will be incurred by the Second Party during the specific period in accordance with disbursement schedule provided under Schedule III.

4.2 The disbursement of funds under this MoU will be credited by NPCI into a separate account opened by the Second Party for receiving the Grant Amount disbursed by NPCI or to a designated bank account of the Second Party as may be agreed by the Parties in writing.

4.3 Prior to the disbursement of each installment, the Second Party shall submit all necessary and relevant documents to NPCI demonstrating that the installments of the Grant Amount already disbursed by NPCI has been utilized as per the Project proposal, to the complete satisfaction of NPCI. The Second Party shall submit progress report of the Project to NPCI along with supporting documents on a quarterly basis or as required by NPCI and in the format provided hereto as Schedule IV.

4.4 The disbursement of the Grant Amount will be linked to progress of the Project and the utilization of funds already released. NPCI will disburse the Grant Amount only if NPCI is

satisfied with the progress of implementation of the Project as per the implementation milestones defined in Schedule II. In the event implementation of the Project by the Second Party is not as per the scope of work and implementation milestones or in the event of non-performance or breach by the Second Party of any of the terms and conditions of this MOU, NPCI reserves the right to withhold or reduce the installment amount applied for by the Second Party in the funds requisition application or revise the intervals of fund disbursement or stop further fund disbursement to the Second Party until the unsatisfactory work is remedied by the Second Party and all outstanding queries of NPCI in regard to the unsatisfactory work are resolved by the Second Party to the satisfaction of NPCI.

- 4.5 In the event the cumulative disbursements made by NPCI to the Second Party are in excess of the expenditure actually incurred in terms of the Project implementation plan under Schedule II, NPCI shall have the right to deduct such excess amount from future installments to be disbursed to the Second Party or demand and recover from Second Party such excess disbursements. The Second Party shall be liable to refund the excess funds disbursed to it within a period of thirty (30) days from the date of issue of demand notice in this regard by NPCI.
- 4.6 The Second Party may apply and/or obtain any loan or further grant from any third party during the term of this MoU in respect of the Project only after obtaining the prior written approval of NPCI.
- 4.7 Any interest accrued on the Grant Amount credited by NPCI into the bank account of the Second Party shall be accounted for and used solely for the purposes of the Project.
- 4.8 On the completion of the Project or termination of this MoU, any unspent or unutilized Grant Amount available with the Second Party shall be refunded to NPCI, in full, within thirty (30) days of completion of the Project or termination of this MoU, whichever is earlier.

## **5 PROJECT MONITORING AND REPORTING**

- 5.1 The progress of the Project and its proper implementation will be inspected by NPCI and/or any agency appointed/authorized by it, from time to time, in the form of evaluation visits, surprise visits, feedback collected from Project beneficiaries, impact analysis, etc. and the Second Party agrees to allow access to its premises, records, systems, personnel and any other relevant resource / information, etc. to NPCI officials or agency appointed/authorized by NPCI, to conduct such inspection and perform audit of the Project work completed. Second Party also agrees to allow volunteers recommended by NPCI to work on the Project.
- 5.2 Second Party shall not make any variation in the Project implementation plan as detailed in the Schedule II, without the prior consent of NPCI in writing.
- 5.3 To assess the impact of the Project, a comprehensive completion report of the Project along with supporting documents shall be submitted by the Second Party to NPCI within one (1) month of Project completion. Such report should incorporate all details like scope of work completed, objectives attained, outcome and impact, financial details, details of the number of beneficiaries, testimonials, significant change stories, major learning and recommendations made by the Second Party.

## **6 ACCOUNTS, RECORDS AND AUDIT**

- 6.1 The Second Party shall maintain all accounting records and documents to account for the funds/Grant Amount received from NPCI, in accordance with the instructions given by NPCI. Any noncompliance in this regard by the Second Party will be a ground for termination of this MOU.
- 6.2 NPCI or its representatives or auditors may visit the Second Party's offices to review and audit the accounts and records of the Second Party related to the Project and the Second Party shall co-operate with NPCI, its representatives and auditors during the review, provide access to accounts and records pertaining to the Project whether on computer or in manual form, provide copies of accounts and records, provide oral or written explanation of the accounts and records as may be required by NPCI. If NPCI finds any errors or inaccuracies in the accounts and records of the Second Party, the Second Party shall, within thirty (30) days of a written demand served by NPCI, carry out suitable rectification in its accounts and records, and share the rectified records with NPCI.
- 6.3 Second Party will furnish to NPCI all accounts and related documentation including bank statements as and when requested by NPCI. Any information, document, record or details requested by NPCI would be promptly attended by Second Party and supplied to NPCI within a reasonable time frame of fifteen (15) days.
- 6.4 For each of the financial years covered by the Project, Second Party will submit to NPCI the annual audited accounts statement of the Project along with an auditor's certificate within one (1) month of finalization.
- 6.5 The annual accounts statement of the Project shall be signed by the authorized representative of the Second Party and shall be certified by a practicing chartered accountant of an independent firm of professional auditors confirming the total receipt and expenditure in respect of the Grant Amount and also to the effect that the Grant Amount was expended in accordance with the terms and conditions of this MoU.
- 6.6 In addition, Second Party shall submit on its letterhead to NPCI, a quarterly accounting statement of funds received and their utilization, duly signed and stamped by the authorized representative of the Second Party.

## **7 TAX ASPECTS**

- 7.1 Tax Benefits: The Second Party shall provide all necessary documentation as may be required by NPCI to enable NPCI to avail income tax benefits under Section 80G / 35 AC of the Income Tax Act 1961 in case the same is available to NPCI for the Grant Amount transferred to the Second Party for implementing the Project.
- 7.2 Tax Deduction at Source (TDS): The Second Party shall provide the necessary documents to NPCI for non-deduction of TDS for each year of the Project duration.

## **8 EQUIPMENTS/FIXED ASSETS**

- 8.1 Any equipment or materials contributed or financed by NPCI for the Project shall be utilized only for the purpose of the Project and in accordance with the terms of this MoU and such equipment or material shall not be either transferred or disposed of by the Second Party or the Project beneficiary except with express permission and direction of NPCI.

## **9 CONFLICT OF INTEREST**

- 9.1 Neither the Second Party nor its personnel or its agent shall engage in any personal business or professional activity, either during the course of or after the termination of this MoU, which conflicts with or could potentially conflict with the object of the Project.
- 9.2 Subject to clause 9.1 above, the Second Party shall notify NPCI immediately of any such conflict and suggest or take immediate remedial measures to ensure that the Project is completed as per the terms and conditions agreed upon in this MoU.

## **10 ROLE AND RESPONSIBILITY OF SECOND PARTY**

- 10.1 Second Party shall comply with all the terms, conditions and obligations set out in this MoU.
- 10.2 Second Party agrees and undertakes to comply with and implement the Project as per the project implementation plan and scope of work detailed in the Schedules appended hereto.
- 10.3 Second Party shall ensure that it does not violate any covenant, condition and stipulation of any of its existing agreements and MoU and shall at all times abide by all the terms and conditions of this MoU.
- 10.4 The Second Party shall only engage qualified and skilled personnel for implementing the Project and shall be fully responsible for their salaries and payments of statutory dues and compliances including but not limited to gratuity, insurance.
- 10.5 The Second Party shall be fully responsible for all acts and omissions of its personnel, agents or representative engaged by the Second Party whether or not in the course of implementing the Project.
- 10.6 Second Party shall be responsible to perform the Project with the best care, skill and diligence in accordance with best practice in the relevant industry, profession or trade.
- 10.7 Second Party shall appoint a senior official as a single point of contact with whom NPCI will deal in regard to any activity executed in pursuance of this MoU.
- 10.8 Second Party agrees to notify NPCI immediately in writing if, at any time, it becomes aware (i) that any of its representations or warranties set out in this MoU is no longer correct or (ii) of any circumstance or event which would, or is likely to have a material adverse effect on the Project or (iii) of any material loss or damage which the Second Party may suffer due to any event, circumstances or act of God;

## **11 REPRESENTATIONS**

- 11.1 Second Party represents that it is duly incorporated and validly existing under the Applicable Laws and is in compliance of all Applicable Laws and possesses all statutory approvals and compliances for the execution of this MoU and for implementation of the Project. Second Party further represents that there are no actions, suits or proceedings pending or threatened against it.
- 11.2 Second Party represents that the information given in the Project proposal and Schedules and any prior or subsequent information or explanation furnished by the Second Party to

NPCI are true, bona fide and accurate in all material respects.

- 11.3 Second Party represents that it has the necessary infrastructure, experience, resource, technical expertise, inputs and instruments required for implementing the Project;
- 11.4 Second Party represents that it has the valid exemptions granted under Section 80(g) and/ or other relevant provisions under the Income Tax Act, 1961 and shall ensure to keep such exemptions valid during the term of this MoU.

## **12 LIABILITY**

- 12.1 In no event shall NPCI be held liable for any indirect, special, punitive or consequential loss, damage, cost or expense of any kind whatsoever and however caused, whether arising under statute, contract, tort or otherwise under this MoU.
- 12.2 NPCI will not be responsible in any manner whatsoever for the actual implementation of the Project. NPCI will also not be responsible for any claim, damage, loss or harm that is caused to any person or property due to the implementation or non-implementation of the Project. It is clarified that the role and obligation of NPCI will be confined only to providing the Grant Amount.
- 12.3 Second Party shall be liable for all acts and omissions of its staff and any person, association or institution engaged by it, whether or not in the course of implementing the Project and for the health, safety and security of persons engaged by it. Second Party's liability in case of claims against NPCI resulting from gross misconduct or gross negligence of Second Party's employees, contractors and subcontractors or from infringement of Intellectual Property Rights or breach of confidentiality obligations hereunder shall be unlimited.

## **13 INDEMNITY**

- 13.1 Second Party shall indemnify, protect and save NPCI and hold NPCI harmless and indemnified from and against all claims, liabilities, losses, costs, fines, penalties, damages, expenses, action suits and other proceedings, taxes, assessments, fees (including advocate's/ attorney fees), relating to or resulting from any act or omission or negligence or misconduct of Second Party, its employees and/or representatives, breach of the terms and conditions of this MoU, false statement or misrepresentation by Second Party, employment claims of employees of Second Party, third party claims arising due to infringement of Intellectual Property Rights, death or personal injury attributable to acts or omission of Second Party, breach of confidentiality obligations or breach of representations and/or warranty by the Second Party.
- 13.2 Compliance with Applicable Laws of India: Second Party shall undertake to observe, adhere to, abide by, comply with Applicable Laws in force or as are or as made applicable in future, pertaining to or applicable to it, its business, its employees or its obligations towards such Applicable Laws and in relation to this MoU. The Second Party shall indemnify, keep indemnified, hold harmless, defend and protect NPCI and its officers, staff, personnel, representatives, agents from any failure or omission on the part of the Second Party to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on the part of the Second Party to conform or comply with the Applicable Laws and all other statutory or regulatory obligations arising there from.

## **14 TERM AND TERMINATION**

14.1 Term: This MoU shall come into force with effect from \_\_\_\_\_ and shall be valid and effective till \_\_\_\_\_, unless renewed by mutual consent in writing of the Parties prior to expiry of this MoU, upon such terms and conditions as may be mutually agreed between the Parties.

### **14.2 Termination**

14.2.1 NPCI reserves the right to terminate this MoU at any time after serving a written notice of fifteen (15) days, to the Second Party in the following events (i) unsatisfactory performance of the Project by the Second Party (ii) Second Party is involved in corrupt practices or misappropriation of any funds or asset meant for the Project or (iii) violating any of the provisions of this MoU and any Schedule (iv) if an application for insolvency or bankruptcy of the Second Party has been filed and the same has not been dismissed for a period of 90 days.

14.2.2 NPCI reserves the right to terminate this MoU at any time without cause by giving an advance notice of thirty (30) days' in writing to the Second Party. During such notice period, this MoU shall continue to subsist and both Parties shall continue to abide by the terms laid down in this MoU.

#### **14.2.3 Consequence of Termination**

- a. Termination of this MoU shall be without prejudice to the accrued rights of NPCI including any right to claim damages as a result of or relating to such termination.
- b. Second Party shall not be entitled to payment of any amount or compensation in the event of termination of this MoU.
- c. Second Party shall submit full accounts of the Project in writing along with all receipts and proof of payments and commitments incurred from the commencement of the Project up to the termination. At NPCI's option and sole discretion, NPCI or its representative may carry out an audit of the Project along with the expenditure account.
- d. NPCI reserves the right to recover the unutilized portion of the Grant Amount disbursed to the Second Party.
- e. NPCI reserves the right to stop any further disbursements of the Grant Amount. However, NPCI may reimburse funds to the Second Party to meet approved or agreed expenses of the Project and commitments related to the Project up to date of termination.

## **15 INTELLECTUAL PROPERTY RIGHTS**

15.1 Nothing contained in this MoU shall be construed as granting to Second Party, a license, right to use or interest in any intellectual property, logo, trademark, commercial mark or goodwill of NPCI unless consented by NPCI in writing.

## **16 CONFIDENTIALITY**

16.1 Second Party shall treat all information, which is disclosed to or received by it as a result of the operation of this MoU, as Confidential Information and shall keep the same confidential,

maintain secrecy of all such Confidential Information and shall not, at any time, divulge such Confidential Information or any part thereof to any third party except as may be compelled by any court or agency of competent jurisdiction, or as otherwise required by law, and shall also ensure that same is not disclosed to any person voluntarily, accidentally or by mistake.

- 16.2 All Confidential Information is and shall remain the exclusive property of NPCI and the Second Party will not acquire any rights to the Confidential Information.
- 16.3 Second Party undertakes to ensure that the obligations mentioned in this Clause shall be informed to and accepted by all employees, agents, sub-contractors and assignees of the Second Party who have access to Confidential Information.
- 16.4 The Second Party's obligations under this Clause shall extend to the non-publicizing of any dispute arising out of this MoU.
- 16.5 In the event of disclosure of Confidential Information to a third party in default of the provisions of this Clause, the Second Party shall use all reasonable endeavors to assist NPCI in recovering and preventing such third party from using, selling or otherwise disseminating of such Confidential Information.
- 16.6 In the event of termination of this MoU, upon written request of NPCI, the Second Party shall immediately return NPCI's Confidential Information, or at NPCI's option destroy any remaining Confidential Information and certify that such destruction has taken place.
- 16.7 This Clause shall survive the termination of this MoU.

## **17 NOTICES**

- 17.1 Except as otherwise provided for under this MoU, all notices, demands or requests or other communications required or permitted to be given or delivered under this MoU shall be in writing and shall be deemed to have been duly given when delivered at the addresses of the other Party aforementioned in this MoU by personal delivery or by registered post with acknowledgement due or courier service with proof of delivery and either Party may by prior written notice to the other Party, change their address of this purpose.

## **18 USE OF NPCI's LOGO, IMAGES AND TRADEMARKS**

- 18.1 Second Party agrees not to use the name or logo of NPCI for any internal or external communication including but not limited to poster, mailer, employee engagement collateral, channel collaterals, outdoor/ advertising materials, radio/ television script and visuals, white paper, case studies, presentations in any public forum and/or any interview, without obtaining prior written consent of NPCI.
- 18.2 Second Party hereby authorizes NPCI to use its name or logo for any internal and/or external communication with respect to the Project and NPCI's engagement with the Second Party under CSR.

## **19 PRESS RELEASE**

- 19.1 Second Party agrees that it shall not use information about the funds granted by NPCI for the Project for marketing purposes through its newsletter, press releases or through its

website or make any public announcements or press release in relation to the subject matter of this MoU or its existence without the prior written consent of NPCI. The Parties may however, create a mutually agreed press release in relation to the subject matter, if so required, subject to the provisions of Clause 17 of this MoU.

## **20 GENERAL TERMS**

- 20.1 **Force Majeure:** Neither Party to this MoU shall be liable for any delay or failure in performing its obligations under this MoU in the event of Force Majeure. Each Party shall promptly provide the other Party a notice of occurrence of any such Force Majeure event. If the event of Force Majeure continues for a period of more than twenty (20) days, NPCI shall be entitled to terminate the MoU at any time thereafter without notice. However, Second Party shall not have the right to terminate this MoU in the event of Force Majeure and shall continue to perform its obligations as far as possible under this MoU, unless otherwise directed by NPCI in writing.
- 20.2 **Disputes:** This MoU shall be governed in all respects by the laws of India and in case of any dispute arising out of or in connection with the terms of this MoU and related documentation, the Parties shall submit to the exclusive jurisdiction of the courts of Mumbai, India. Nothing in this MoU shall prevent either Party from taking such action as it deems appropriate including any application to a relevant court for injunctive or other emergency or interim relief in relation to its intellectual property rights and Confidential Information.
- 20.3 **Governing Language:** All correspondences and other documents pertaining to this MoU shall be in English only.
- 20.4 **Assignment and Transfer:** Second Party shall not have the right to assign any of its rights, benefits or transfer any of its obligations under this MoU without the express prior written consent of NPCI, and any non-consented-to assignment or delegation, whether express or implied, shall be void and shall constitute a breach and a default by Second Party.
- 20.5 **No Partnership or Agency:** The Parties are entering into this MoU on a principle to principle basis. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party or authorize any Party to make or enter into any commitment for or on behalf of any other Party.
- 20.6 **Amendments:** No amendment or modification of any provision of this MOU shall be effective unless made in writing and signed by duly authorized representative of each Party.
- 20.7 **Waivers:** Nothing herein shall be construed as a waiver of any right or a condition under this MoU unless it is done expressly in writing. No course of dealing or failure of any Party to strictly enforce any term, right or condition of this MoU shall be construed as a waiver of such term, right or condition. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.
- 20.8 **Schedules:** All Schedules hereto shall be deemed to form an integral part of this MoU.
- 20.9 **Entire Agreement:** This MoU sets forth the entire agreement between the Parties with respect to the matters contained herein, and supersedes any prior written or oral arrangements or understandings.

20.10 Rights and Remedies: The rights and remedies provided in this MoU are cumulative and none is exclusive of any other or of any rights or remedies that any Party may otherwise have in law or in equity.

20.11 Interpretations: Unless the context requires otherwise, the following rules of interpretation will apply: the singular includes the plural and vice versa; a gender includes the other genders; the headings are used for convenience only and do not affect the interpretation of this MoU; a reference to a document includes the document as modified from time to time in writing and any document replacing it; the word 'person' includes any natural person and any corporate body or entity whether incorporated or not; a reference to any statute, proclamation, rule, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, regulation or ordinance replacing it; and to the extent to which any provision of this MoU conflicts with any provision of an annexure, the clauses of this MoU shall prevail.

20.12 Counterparts: This MoU may be executed in two (2) counterparts, each of which shall be an original, but all such counterparts together constitute but one and the same document.

**IN WITNESS WHEREOF**, the Parties authorized representatives have executed this MoU as of the date written above.

SIGNED:

SIGNED:

For and on behalf of

For and on behalf of

**NATIONAL PAYMENTS CORPORATION OF INDIA**

\_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

**WITNESS**

**WITNESS**

By:

By:

Name:

Name:

Title:

Title:

## **Schedule I:**

### **Objective and Scope of Work:**

*(Please provide the complete objective and the scope of work for the approved program. Please clearly state the geography of impact, beneficiary count [direct and indirect], and approved project duration)*

**Project Title:** Developing Mini Science Centers in 17 Government schools of Singrauli District of Madhya Pradesh.

### **Objective:**

**Foster Curiosity and Innovation:** The mini science centers will aim to foster curiosity and innovation among students. By providing access to scientific equipment, models, and experiments, the centers will encourage students to explore, question, and discover. This will help cultivate a spirit of scientific inquiry, creativity, and problem-solving skills among the students.

**Bridge the Resource Gap:** Singrauli District, being an aspiring district, may have limited resources for science education. The establishment of mini science centers will help bridge this resource gap by providing schools with necessary scientific equipment, models, and educational materials. This will ensure that students in Singrauli District have access to quality resources and tools for learning science.

**Promote Inclusivity and Equity:** The objective of establishing mini science centers in 17 schools in Singrauli District is to ensure equitable access to quality science education for all students. The centers will be established in a diverse range of schools, including those in rural and economically disadvantaged areas. This initiative aims to provide equal opportunities for students from different backgrounds to engage in hands-on science learning experiences.

**Promote Scientific Awareness:** The primary objective of establishing mini science centers in schools is to promote scientific awareness among students in Singrauli District. By providing hands-on learning experiences, the centers will engage students in the wonders of science, encouraging them to explore and understand various scientific concepts.

**Enhance Science Education:** The mini science centers will aim to enhance the quality of science education in Singrauli District. They will provide additional resources, equipment, and materials that will enable students to conduct experiments and engage in practical learning activities. This will help students develop a deeper understanding of scientific principles and foster critical thinking skills.

**Promote Inclusivity and Equity:** The objective of establishing mini science centers in 17 schools in Singrauli District is to ensure equitable access to quality science education for all students. The centers will be established in a diverse range of schools, including those in rural and economically disadvantaged areas. This initiative aims to provide equal opportunities for students from different backgrounds to engage in hands-on science learning experiences.

**Improve Academic Performance:** By providing a stimulating learning environment, the mini science centers will contribute to improving the academic performance of students in Singrauli District. The centers will supplement classroom teaching, enabling students to reinforce their knowledge through hands-on experimentation, observation, and analysis. This practical approach to learning is expected to enhance students' comprehension and retention of scientific concepts.

**Teacher Capacity Building:** In addition to benefiting students, the establishment of mini science centers will also focus on enhancing the capacity of science teachers in Singrauli District. The centers will offer two training programs / workshops, and resources for teachers to improve their pedagogical skills and knowledge of science concepts. This will empower teachers to deliver more engaging and effective science education to their students.

**Scope of Work:**

1. Identification and selection of schools, resources, and space
  - a. School Visits
  - b. Observation
2. Documentation and approvals of the education department and authorities
  - a. Education officer
  - b. District Collector
  - c. School Principal, Science Teacher
3. Installation of material and setting up of the mini science centers in schools
  - a. Installation of the boards
  - b. Making electrical points
  - c. Setting up of Science models
  - d. Installing info-graphic boards
4. Teachers Training and capacity building – Program 1<sup>st</sup>
5. Teachers Training and capacity building– Program 2<sup>nd</sup>
6. Follow up Visit – 1<sup>st</sup>
7. Follow up and Monitoring and Evaluation Visit – 2<sup>nd</sup>
  - a. Assessing the curricular development of the students
8. Submitting Project Completion and Audit report.

**Beneficiary details:**

1. Government schools: 17
2. Estimated number of beneficiary students: 3000 to 3500
3. Geographical region: Singrauli District, Madhya Pradesh

Sustainable Development Goals (adopted by Niti Aayog) mapped:

**Goal no. 4: Quality Education**

## Schedule II

### Project implementation plan:

(Please provide quarterly activity plan with breakup of the major activity heads. Please note the same activity heads will be included in the Schedule III. Please provide achievement milestones for each of the activity head)

Sr. No	Activity	Timeline	Milestone for achievement	Budget (INR)
1	1. Identification of schools with consultation of NPCI 2. Primary Survey and baseline assessment of the stakeholder school 3. Communication with the other stakeholders viz. -Education officers -School Principals' -Science and Maths teachers 4. Developing basic infrastructure 5. Logistics and transportation 6. Setting up of mini science centers* 7. Installation of information boards and external artwork board	60 days	1. Finalization of 17 schools for the project 2. Installation completion report in 17 schools	54,69,393
2	Infrastructure: 1. Inauguration (handing over the mini science centers to the school authorities)  2. Capacity Building: <ul style="list-style-type: none"> <li>Teachers Training and scheduling of periodic training sessions</li> <li>Repair and maintenance handholding for school</li> </ul> Conducting pre-assessment test of the students	30 days	1. Teachers training report and Gratitude letters from 17 schools	11,35,000
3	1. Conducting post assessment of the students development 2. Reporting	120 days – End of the project	Assessment summary report Quarterly reports Final report	3,30,220
	Total			6,934,613

### Schedule III

#### Disbursement Schedule:

The first instalment of the Grant Amount will be disbursed after the execution of this MoU. Remaining Grant Amount will be disbursed on quarterly basis as specified below after the fund utilization report of the preceding quarter is submitted by the Second Party. Disbursement of Grant Amount to the Second Party will be made as per the achievement of the implementation milestones as detailed in Schedule II to the exclusive bank account opened by second party for the NPCI project.

Sr.no	Installments	Percentage	Amount
1	Quarter 1 (On MoU execution)	50%	3,467,307
2	Quarter 2	30%	2,080,384
3	Quarter 3	10%	6,93,461
4	Quarter 4	10%	6,93,461
	<b>TOTAL</b>	<b>100%</b>	<b>69,34,613</b>

- a. Payment shall be made for subsequent period to (Name of the Second Party) by NPCI after the receipt of following documents and compliance:
  - a. Certified copy of Receipt of salaries/honorarium paid to coordinators/ trainers and vouchers of administrative / miscellaneous costs made by \_\_\_\_\_.
  - b. List of beneficiaries of the project implemented by \_\_\_\_\_.
  - c. Photographs of the interventions.
  - d. Certification by \_\_\_\_\_ that funds for the project has not been received from any other source.
  - e. Any other documents evidencing the execution of the projects as envisaged.

#### Verification:

1. \_\_\_\_\_ to produce details of accounts, bills, etc. (wherever applicable)
2. \_\_\_\_\_ to provide high resolution photographs of program

## Schedule IV

### A. Quarter Project Progress Report

#### *Quarter Project Progress Report*

#### 1. Project Details

*INSTRUCTIONS: Complete the following table with details of the project.*

Name of the partner	<Partners to insert the name of their organization>
Sector	<Choose a sector>
Project name	<Insert title of project>
Location	<Specify the state and district where the project was undertaken >
Reporting period	<Insert the Quarter covered by the report (Please refer to quarter as the financial quarter and not project quarter)
Report compiled by	<Insert the name and designation of the person who prepared this report>
Date submitted	<Insert date>

#### 2. Summary of the achievements of the quarter

*INSTRUCTIONS: Insert a one paragraph summary of progress and major accomplishments (if any) during the reporting period. (Please be precise in the detailing and use the below bullet points. If activities can be bucketed, please do so appropriately)*

- a. <Test>
- b. <Test>
- c. <Test>

#### 3. Activities & Outputs

*INSTRUCTIONS: Complete the following table for each activity in the project (see example below). Describe your progress with the activity and the outputs generated. Choose a status for each activity (achieved, in progress, challenges or not started). Please mention the activity as per the approved milestones mentioned in the MoU.*

<Activity 1><sup>1</sup>

Status	Choose an item.
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Objective	<Insert the objective of the activity>
Milestone for achievement	<Insert the milestone for achievement as pre-approved>
Progress	<Describe your progress with the activity>
Outputs created	<List the outputs that have been created from the activity>

<sup>1</sup>Please replicate as required

#### 4. Impact

*INSTRUCTIONS: Complete the following table with the latest results for your key indicators. Focus on outcome / goal indicators if possible, rather than activities and outputs which are already described in the previous section. Choose a status for each indicator (achieved, in progress, challenges or not started).*

Indicator	Baseline	Target	Result as of <date>	Status
<i>[EXAMPLE] Percentage of tribal students actually attending the sessions</i>	23%	95%	55%	In progress
				Achieved
				In progress
				Challenges
				Not started

#### 5. Engagement with partners and stakeholders

*INSTRUCTIONS: The following table summarizes organization's relationship with key partners and stakeholders involved/associated in the project during the reporting period:*

Partner / Stakeholder	Relationship update

#### 6. Stakeholder Participation & Feedback

*Stakeholder participation: Please describe how key stakeholders, particularly local beneficiaries, have been involved in the project, (which can include project/program design, implementation, monitoring, evaluation, and reporting. Do not include partnership issues, which is covered in the above section.*

*Stakeholder feedback: Using the table below, summarize any key stakeholder feedback, be sure to explain how it will be handled in the Recommended Follow-Up column. If there is no feedback, then leave blank. Be sure to update any pending action from previous feedback.*

Stakeholder Feedback Summary				
Feedback (Clearly indicate whether it is a complaint or positive feedback)	Date	Priority <u>High</u> , <u>Medium</u> , <u>Low</u>	Recommended Follow-Up (Write "NA" if not applicable. If applicable, explain what, who, and when the follow-up will occur)	Closure Date
1.				
2.				

Add rows as needed....					
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## 7. Program Visibility

*INSTRUCTIONS: Please indicate how visibility was generated for this program. Please list down all the activities undertaken to create visibility of the program. Please do mention any such activities which are also a part of the regular program implementation model*

## 8. Challenges faced and lessons learnt

*INSTRUCTIONS: Complete the table below with challenges that were encountered during the reporting period and the lessons learned. Include any solution that you plan to implement in the next reporting cycle.*

Challenge	Lessons learnt / solutions devised

## 9. Budget

*INSTRUCTIONS: Provide a summary of the expenditure during the reporting period compared to the original budget and expenditure to-date. Explain any discrepancies or changes to the budget.*

Project Quarterly Fund Utilization					
Q1/Q2/Q3/Q4 Budget Allocated (₹)	Q1/Q2/Q3/Q4 Budget Utilization (₹)	% of budget utilized	Funds Underspent/Overspent if any <sup>2</sup> (₹)	Annual Budget (₹)	% of budget utilized (₹)

<sup>2</sup>In case of underspend/overspend, please state the reason behind the same. Please mark N/A if not applicable.

Underspend/Overspend (please specify)	Details

Project Fund Utilization Till Date					
FY xxxx-xxxx (₹)	YTD <sup>3</sup> expenses (₹)	% of budget	Total Program Budget (₹)	Total Expenditure (₹)	% of budget
XX/Month/XXXX					

<sup>3</sup>Year to date. This will be updated every quarter

## **10. Report Annex**

- Quarterly statement of accounts/expenditure
- **TORs** (terms of reference) for any key assignments, such as technical assistance, an evaluation, a baseline survey, etc. (if applicable)
- **Case Study** – if possible, a case study can be useful information for future assessment. A case study is a detailed descriptive narrative of individuals, communities, or events illustrating how the project/program is having an effect locally, what that effect is and if it is in line with intended results. The case study can be supplemented with photos, (sent separately).
- **Project Photographs** - Relevant photographs<sup>4</sup>, letters, commissioned studies, reports, etc.

By checking this box, I certify that:

- All expenditures have been only made in support of the stated purpose of the grant.
- I am authorized to submit this report on behalf of **(Name of the organization)** and that I have examined the foregoing statements and to the best of my knowledge they are true, correct, accurate and complete.
- I have submitted the quarter report of the program's expenditures with this progress report for the corresponding time frame as requested by National Payments Corporation of India (NPCI).

Name:

Designation:

Date:

<sup>4</sup>Please note:

- Photographs have to be high resolution images with a minimum resolution of 1920x1080
- Minimum DPI of 300
- Minimum files size between 2-5MB

## **B. Annual project report:**

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### ***Annual Project Report***

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Annual project report should be in alignment with project objective, goal, implementation plan and impact proposed. Kindly use photographs, charts and graphs to depict and explain the impact and process of the project. The framework of the project report format is as below. **(Name of the organization)** can add necessary relevant information in addition to below framework.

- A. Introduction of NGO
- B. Contents of the report
- C. Message from head of the organisation about the project
- D. Mission of the organisation
- E. Project brief
- F. Project objective
- G. Project process flow
- H. Key activities conducted during the year
- I. Project impact<sup>1</sup>
- J. Major successes / challenges
- K. Project monitoring strategy
- L. Impact generated<sup>2</sup>
- M. Case studies
- N. Learnings and key observations
- O. Beneficiary Speak
  - a. Feedback from the end beneficiary and stakeholders
- P. Learnings of the Program Year and process changes if any for next year of operations (if applicable)
- Q. Resource and financial management
- R. Budget and utilization statements<sup>3</sup>
- S. Way forward
- T. High resolution project photographs<sup>4</sup>

<sup>1</sup>Cumulative impact created by the interventions during the project year. Please use trends wherever possible to show quarter-on-quarter correlation of impact and progression/regression

<sup>2</sup>Please include baseline v/s present data. Please show correlation to the targets presented to the CSR Committee

<sup>3</sup>Please attach audited financial statements on the letterhead of the CA/Audit firm

<sup>4</sup>Please note:

- Photographs have to be high resolution images with a minimum resolution of 1920x1080
- Minimum DPI of 300
- Minimum file size between 2-5MB

## Schedule V

### NPCI Brand Guidelines

#### Guidelines:

The organization is required to abide by the Brand Guidelines of NPCI. The organization is not permitted to deviate from the approved Brand Guidelines while using design elements under any circumstances for any communication materials/collaterals created under this engagement. The organization is expected to follow the below guidelines wherever possible keeping the project/program in mind.

Every collateral which will be prepared under the CSR support to NPCI has to be shared with NPCI for approval prior to printing/development of the same.

#### Reports:

1. NPCI logo to prominently feature on the cover page
2. The organization to prominently credit/acknowledge NPCI for the support towards the project
3. NPCI to be credited (with or without logos) on inside cover and/or back cover, and in acknowledgments. When NPCI is credited without logo, the brand name has to be mentioned in full form i.e. National Payments Corporation of India.
4. The header of every page to feature the NPCI logo right-aligned
5. The footer to contain disclaimer that the project is a NPCI funded project
6. Inclusion of NPCI's boilerplate in the report

#### Presentations:

1. Organizations may use their own template design, with NPCI logo appropriately sized and positioned vis-à-vis the logo of the organization
2. The organization to prominently credit NPCI for the support towards the project in the presentation
3. NPCI logo to be carried across all slides as a part of the title graphics

#### Project Newsletters

1. Organization can follow the approved design as used for project newsletters.
2. NPCI logo to be appropriately sized and positioned vis-à-vis the logo of the organization
3. The organization to prominently credit NPCI for the support towards the project
4. The newsletter to carry the standard NPCI boilerplate

## Branding at intervention locations

1. Branding of physical infrastructure
  - a. Entry board/signage to any physical infrastructure developed under NPCI support to feature NPCI logo
  - b. If the entire infrastructure cost is borne by NPCI
    - i. NPCI to be prominently featured in the name of the infrastructure
    - ii. NPCI logo to be used in such a manner that it provides visibility of the support
    - iii. Plaque be installed mentioning NPCI as the lead partner in the development of the physical infrastructure
    - iv. Signage at critical locations within the created infrastructure to carry NPCI logo
  - c. If the entire infrastructure cost is not borne by NPCI
    - i. Infrastructure created under NPCI support to prominently feature NPCI logo and nature of support to be mentioned via a permanently installed plaque in situ
  - d. Any program being executed under the aegis of the CSR support from NPCI and if carried out at a third party location, to prominently carry NPCI logo and
  - e. Any physical/digital report, publication and/or content developed at the infrastructure to prominently acknowledge NPCI for the support.
2. Vehicles
  - a. NPCI logo to prominently feature on the side panels (driver and co-passenger doors) of the vehicle purchased under the program
  - b. NPCI logo to feature on the bonnet of the car
  - c. Branding should clearly mentioned 'Supported By'
3. Branding of assets – To prominently carry NPCI logo
  - a. IT infrastructure to include but not restricted to:
    - i. Laptops and desktops
    - ii. Network infrastructure
    - iii. Printers
  - b. Any scientific/educational equipment

## Collaterals

1. Clothing
  - a. Any promotional clothing prepared needs to have NPCI's approved logo prominently displayed
2. Standees
  - a. NPCI logo to be appropriately sized and positioned vis-à-vis the logo of the organization
  - b. The organization to prominently credit NPCI for the support towards the project
3. Project Banners
  - a. NPCI logo to be appropriately sized and positioned vis-à-vis the logo of the organization

- b. Credit to the support provided by NPCI to be mentioned
- 4. Stationery
  - a. Any stationery or other paraphernalia to be branded with NPCI logo (case to case basis)
- 5. Marketing and promotional content - printed
  - a. NPCI logo to be appropriately sized and positioned vis-à-vis the logo of the organization
  - b. The organization to prominently credit NPCI for the support towards the project
- 6. Training and Development sessions/collaterals
  - a. NPCI logo to be used prominently
  - b. NPCI logo to be appropriately sized and positioned vis-à-vis the logo of the organization
  - c. The organization to prominently credit NPCI for the support towards the project

#### [Press Release](#)

- 1. The press release to formally acknowledge the support of NPCI towards the said program
- 2. NPCI logo to be appropriately sized and positioned vis-à-vis the logo of the organization
- 3. All press releases to be shared with NPCI for approval prior to release
- 4. All press releases to have a quote from an authorized representative of NPCI

#### [Project Photographs](#)

- 1. Project photographs to feature appropriate NPCI logo and branding whenever possible.