

Memorandum of Understanding

This **Memorandum of Understanding (MOU)** is made and entered into effect on the _____ day of _____ 2022 at _____ by and between:

“Central Coalfields Limited”, (CIN: U10200JH1956GOI000581) a Public Sector Undertaking, under the aegis of Ministry of Coal, having its registered office at ‘Darbhanga House, Kutchery Road, Ranchi-834001, Jharkhand’ through its General Manager (SD&CSR), the present occupant being **Shri Ladi Balakrishna** hereinafter described as CCL or **FIRST PARTY** which expression unless repugnant to the context shall include its heirs, legal representatives of the **FIRST PARTY**.

AND

SAWJAN a National level voluntary organization registered under Societies Registration Act. 1860, vide registration no.S-43360/2002 on 6th August 2002, having its registered office at C-35 A, Rajpur Khurd Extn., Chattarpur Mahrauli, New Delhi-68 represented by its President, Shri Pandurang Karbari hereinafter referred to as **SECOND PARTY**, which expression shall, unless excluded by or repugnant to the context, include its successors, administrators and assigns of the **SECOND PARTY**.

Whereas,

- CCL was requested by Secretary, Sawjan for set up of mini science centres in 4 government schools of Chatra through letter dated 25.11.2021. The list of the said 4 schools is mentioned at **Annexure A**.
- CCL as a part of fulfilling its CSR obligations, has approved project for **Rs. 19,91,600/- (Rupees Nineteen Lakhs Ninety One Thousand Six Hundred only)** for setting up Mini Science Centre in 4 Schools of Chatra District, Jharkhand through **Sawjan**.

The list of 4 schools mentioned at Annexure A has been confirmed by Chatra District vide letter no. JEP/-083 dated 20.10.2022.

- AND WHEREAS, in furtherance of its Corporate Social Responsibility (CSR), **FIRST PARTY** has agreed for transfer amount upto approved project cost to **SECOND PARTY** for implementation of the project.

AND WHEREAS, both the parties have mutually agreed to enter into this MoU on the terms and conditions appearing hereinafter.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.0 Duration:

The project duration is 12 months from approval of the project and signing of MoU between CCL and Sawjan or such mutually decided period to complete the scope under MoU.

This MoU shall remain in force for a period commencing on the date of signing of MoU and cover the project duration as above and fulfilment of related obligations of both the parties, unless terminated prior to the date of scheduled completion, in accordance with the provisions of this MoU.

However, The parties to the MoU will try to complete the scope under MoU within a period of 12 months.

2.0 Scope:

Scope of work covers setting up Mini Science Centres in 4 Govt. Schools of Chatra District, Jharkhand and capacity building training of teachers under CSR of CCL.

- 2.1. It shall be the responsibility of THE SECOND PARTY to ensure implementation of the project.
- 2.2. Mini Science Centres are to be set up in 4 Govt. schools of Chatra District through installation of 80 exhibits per centre demonstrating various concepts of science in the schools. The list of schools in which the Mini Science Centres are to be set up is mentioned at **Annexure A** of this MoU.
- 2.3. The contribution of CCL shall be limited to **Rs. 19,91,600/- (Rupees Nineteen Lakhs Ninety One Thousand Six Hundred only)**. The amount transferred shall be utilized by SECOND PARTY exclusively for implementation of the work referred in MoU. The Second Party shall submit Utilisation Certificate as per schedule shared in section 6.1. Fund unutilised, if any, shall be returned to bank Account to be specified by FIRST PARTY subsequently along with details of interest accrued.
- 2.4. The Second Party should keep the records of location of implementation; installation reports duly signed by School Authorities and other relevant details with respect to implementation of the project and share the same with First Party on demand, for records and reference to be complied as per CSR Act/Rules applicable.

3.0 Alteration in Scope of work:

- 3.1. Minor modification in scope/cost heads shall be acceptable only with prior permission of FIRST PARTY limited to agreed amount of **Rs. 19,91,600/- (Rupees Nineteen Lakhs Ninety One Thousand Six Hundred only)** (inclusive of all applicable taxes). Major alteration in the scope is not acceptable.
- 3.2. If required, change in the school covered in this MoU may be done with other Govt. school of district, after due consent of District Administration, Chatra and CCL. Such consent shall be arranged by Second Party.

4.0 Roles and Responsibilities of the FIRST PARTY/ CCL:

- 4.1 The FIRST PARTY shall provide funds to the SECOND PARTY for implementation of the project, as mentioned in clause 2.0 of this MoU. The SECOND PARTY shall be responsible for execution of the project and related activities and FIRST Party's role shall be limited to providing financial assistance only.

- 4.2 Central Coalfields Limited will be free to publicize this project and its involvement in the project on its website, different forums etc.
- 4.3 CCL will not be responsible for any action, proceedings, claims, losses, damages and expenses arising out of execution of the project.

5.0 Role and Responsibility of the SECOND PARTY:

- 5.1. **Setting up of Mini Science Centres:** The SECOND PARTY shall implement the project as per scope, observing all rules and norms as applicable.

5.2 Project Implementation Plan: The project shall be implemented by SECOND PARTY in coordination with District Administration including the following, as proposed by SECOND PARTY:

1. Proposed intervention shall be taken up in the 4 Govt. Schools for which list has been forwarded by District Administration, Chatra vide letter no. JEP-083 dated 20.10.2022.
2. The SECOND PARTY shall co-ordinate with the school administration of selected schools for getting dedicated room/hall for setting up the laboratory and arrange basic work/readiness of the room by school administration.
3. Procurement of 80 exhibits for each Mini Science Centre and its subsequent installation in the proposed 4 nos. of Govt. Schools and sharing the associated literature/brochure etc.
4. Capacity building of teachers of respective schools for usage of Mini Science Centres.
5. Submission of project progress report to first party.
6. The payment shall be released to Implementing Agency in stages (as per payment plan schedule in section 6.1)
7. Utilization Certificate shall be submitted by SECOND PARTY to FIRST PARTY as per schedule mentioned in Section 6.1.

5.3 The projects will be implemented by the SECOND PARTY broadly as per the scope of work as set out above with due diligence, efficiency having due regard to the judicious utilization of funds and for the purpose for implementation of the project. All permissions required from District Administration with regard to implementation of the project in the proposed Govt. schools shall be obtained by the SECOND PARTY.

5.4. The SECOND PARTY shall utilize the funds released by FIRST PARTY only for implementation of the project as envisaged in this MoU. The SECOND PARTY shall not divert any part of assistance received for any other purpose/activity than those mentioned in this MoU. The SECOND PARTY also confirms that it has not taken/will take financial assistance for the scope of work funded by FIRST PARTY under this MoU.

5.5. **Utilization Certificate and Return of un-utilized funds:** The SECOND PARTY shall submit Utilization Certificate to the FIRST PARTY in respect of the amount utilized issued by a practicing Chartered Accountant.

5.6. The SECOND PARTY shall submit a completion report including installation and capacity building of teachers in respect of all 4 schools duly certified by concerned School Management Committee/ District Administration along with geo tagged photographs.

6.0. Payment Plan/schedule:

6.1. The amount of **Rs. 19,91,600/- (Rupees Nineteen Lakhs Ninety One Thousand Six Hundred only)** (inclusive of all applicable taxes) shall be released after signing of MoU in following instalments against the scope of work:

Instalment	Stages	% of Project Cost* payable to 2nd Party
1 st	On preparation of room through school, supply of lab exhibits in the school	30%
2 nd	On Installation of Science Lab in schools	50%
3 rd	On Completion of training programs, monitoring and evaluation, maintenance visit (bi annual utilization check), holding quiz competition in schools, model making, science lecture, annual program evaluation (end line survey) as per proposal of SECOND PARTY vide letter no. _____	20%
Total		100%

Note: The above shall be applicable on the project cost corresponding to the number of science labs taken up (out of total 4 science labs) on pro rata basis.

6.2 The amount shall be transferred in the account of SECOND PARTY through e-banking/ ECS transfer in the Bank Account as mentioned below:

Bank account details of SECOND PARTY for release of funds by FIRST PARTY

Name of the Bank:

Name of the Branch:

Name of the A/C Holder:

Account No:

IFSC Code:

[Subsequent to signing of MoU, any change in beneficiary Account as above shall be admissible by First party only after authentication of Second party]

7.0. Amendment:

In case any amendment is required in any part of the MoU, both the parties through mutual consent shall agree to incorporate such amendment(s) and BOTH THE PARTIES shall implement/ perform accordingly. The MoU shall be amended by written mutual consent of the parties to the MoU. The amendment shall be documented and allotted a distinctive number <Amendment> ;< Date>.

8.0. SETTLEMENT OF DISPUTES:

8.1. In case of deficiency/ non-adherence to provisions of MoU by SECOND PARTY; CCL may serve a notice of 30 days period to cure the deficiency regarding non- adherence to the provisions of the MoU by the SECOND PARTY. In case of continuing unsatisfactory performance beyond 30 days, CCL shall have the right to terminate the MoU without any further notice.

8.2. Both parties have the right to terminate the MoU mutually after giving one month notice period to other party of its intention to do so. However, the payment already made and utilized by the SECOND PARTY shall not be recovered from the SECOND PARTY. CCL shall also not be responsible for disbursing any future payments thereafter.

8.3. In the event of any dispute or difference not getting resolved in spite of best efforts of the parties, the same shall be referred to arbitration to be presided over by a sole Arbitrator. The arbitration shall be conducted as per the rules and procedures of the Indian Arbitration & Conciliation Act, 1996 including subsequent amendments. The language of the arbitration proceeding shall be English and seat of arbitration shall be Ranchi relating to the interpretation and application of the provisions of commercial contract(s) among the parties.

8.4. The laws of the land shall govern this Memorandum and the Courts of Ranchi (Jharkhand) shall have the exclusive jurisdiction.

9.0. Miscellaneous:

- The SECOND PARTY shall comply with and ensure strict compliance by his/its agents of all applicable Central, State, Municipal and local laws and regulations and undertake to indemnify CCL from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation and against all actions, proceedings, claims and demands arising there from and/or relative thereto.
- The SECOND PARTY will be fully responsible for ensuring that the project should be implemented in accordance with relevant norms. FIRST PARTY will not be responsible, either directly or indirectly, in any manner for any damage or negligence in the project.

The liability of FIRST PARTY shall be strictly restricted to what is stated in this MoU.

- The SECOND PARTY shall keep in confidence proprietary information received from FIRST PARTY along with the MoU and its various annexures as well as all the data/information generated, records collected/generated during the course of implementation of the Project and shall not disclose it to any third party, excepting their authorized agents or representatives unless such disclosure of use is specifically authorized in writing. The SECOND PARTY shall not use proprietary information received from the FIRST PARTY for any purpose other than the objective and task agreed between the Parties.
- Any change in official address / or e-mail address shall be intimated by both the Parties. The SECOND PARTY shall facilitate the visits of First Party's management or its representative/s to review implementation of the Project with prior information and keep the records in well maintained conditions.
- In the event of any one or more of the provisions contained in this MoU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MoU become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.0. Co- branding and Publicity:

- 10.1. The SECOND PARTY and FIRST PARTY will share the right to use, discuss and publicize the project data and each will acknowledge the role of another or part played by other in the books, documents, and/ or other publicity measures in relation to projects.
- 10.2. The Second party will acknowledge the financial contribution of this project in different media, publications, reports etc.
- 10.3. SECOND PARTY shall ensure branding of CSR support of First Party on equipments procured under the scope of this MoU including project site/location of implementation at prominent locations.

11.0. CSR Project Sustainability:

The SECOND PARTY shall ensure that it shall utilize the funds provided by first party under the CSR Project, for the specific purpose it is intended for and its rightful use. The Second Party shall sensitize school personnel, District authorities to see that the benefit of the scheme is sustained even after completion of project funded by FIRST PARTY.

In witness thereof, the parties hereto have caused this MoU to be signed in their respective names:

For and behalf of first party	For and behalf of second party
Name: Sri Ladi Balakrishna	Name: Sri Pandurang Karbari
Designation: General Manager (SD&CSR) CCL, Ranchi	Designation: President Sawjan
Signature/Rubber Seal:	Signature/Rubber Seal:
Date:	Date:

For and behalf of first party	For and behalf of second party
Name, Design:	Name, Design:
Sign.	Sign.
Name, Design:	Name, Design:
Sign.	Sign.
Date:	Date:

Annexure A

Names of 4 high schools in Chatra:

1. Utkramit Uccha Vidyalaya Serendag
2. Utkramit Uccha Vidyalaya Saradhu
3. +2 Uccha Vidyalaya Tandwa
4. Madhya Vidyalaya Dadi Simariya