

Memorandum of Understanding

Between

Brillio Foundation

And

STEM Learning Private Limited

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**MoU**") is made on 10th March 2025 ("Effective for the period from 1st April 2025 till 31st March 2026")

BY AND BETWEEN

STEM Learning Private Limited is a Private Limited Company registered under the Companies Act 2013 and registered with the Sub Registrar, MUMBAI, with registration number 27AAQCS0110G1ZL dated 1.07.2017 and having its registered office / principal place of business at ICON 1205, Marathon Nextgen Campus, Opp. G.K. MARG, Lower Panel (W), Mumbai- 400013 hereinafter referred to as "**STEM Learning Private Limited**" (which expression shall be deemed to mean and include its successors and permitted assigns)

AND

Brillio Foundation is a Trust established by Brillio Technologies Private Limited for the purpose of undertaking the projects, programs or activities specified in Schedule VII of the Companies Act, 2013, as amended from time to time ("**Companies Act**") having its office 4TH Floor of Bren Optimus, No 8/12, Dr M H Marigowda Road, Bangalore 560029 Karnataka, India hereinafter called as "**Brillio Foundation**" (which expression shall unless excluded by or repugnant to the context mean and include its successors and assigns).

STEM Learning Private Limited and Brillio Foundation are hereinafter individually referred to as 'Party' and together as 'Parties'.

RECITALS

- A. WHEREAS STEM Learning Private Limited is a Private Limited Company registered in Mumbai, Maharashtra & STEM Learning Private Limited aims to lessen the gap between contextual and rote-based learning and replace it with a practical approach by installing **MINI SCIENCE CENTRE (MSC)** with 80 plug and play models of Science and Math, which will equip children with the skills and knowledge needed to get lucrative opportunities in their fields of interest. It aims to clear the fundamental concepts of STEM disciplines so that the learners can opt for higher studies and beyond.
- B. Whereas Brillio Foundation is a Trust set up by Brillio Technologies Private Limited, its settlor, for the purpose of undertaking the projects, programs or activities specified in Schedule VII of the Companies Act, 2013, as amended from time to time ("**Companies Act**")
- C. Whereas STEM Learning Private Limited has represented to Brillio Foundation that it has set up and currently operates in pan India and installed Mini Science Centre to lessen the gap between contextual and rote-based learning and also provides hands-on experience on demonstrating Science and Math concepts in the MSC as well as in the classroom (hereinafter referred to as '**Project**') and has requested Brillio to support the Project.
- D. Whereas Brillio Foundation is, basis the representations of STEM Learning Private Limited, desirous of supporting the Project for a period of One (1) year ("1st April 2025 till 31st March 2026") ('the **Term**') from the Effective Date of this MoU for an amount not exceeding **INR**(



13,743,507/- (One Crore Thirty Seven Lakh Fourty Three Thousand Five Hundred Seven Rupees Only) (Including GST) subject to the terms of this MoU.

- E. WHEREAS the Parties now desire to capture their understanding in this MoU in relation to Brillio Foundation'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 STEM Learning Private Limited has represented to Brillio Foundation that it will require an amount of INR **13,743,507/- (One Crore Thirty-Seven Lakh Forty-Three Thousand Five Hundred Seven Rupees Only)** (Including GST) (hereinafter referred to as 'Grant Amount') to set up and operate the Project during the Term.
- 1.2 Brillio Foundation has, the basis of the above representation of STEM Learning Private Limited, hereby agreed to provide the Grant Amount of INR **13,743,507/- (One Crore Thirty-Seven Lakh Forty-Three Thousand Five Hundred Seven Rupees Only)** (Including GST) to STEM Learning Private Limited towards setting up and operating the Project.
- 1.3 The Grant Amount will be disbursed by Brillio Foundation as per the details set out in **Schedule – I** of this MOU.
- 1.4 STEM Learning Private Limited hereby agrees to use the Grant Amount solely towards setting up and/or operating the Project during the Term.

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 the 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 the 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 STEM Learning Private Limited

- 4.1 STEM Learning Private Limited represents to Brillio Foundation that it has the necessary expertise, facilities, manpower and resources to set up and operate the Project and achieve the outcome as agreed between the Parties in terms of this MoU



5. Rights and obligations of STEM Learning Private Limited

- 5.1 STEM Learning Private Limited shall utilize the Grant Amount only towards the Project and only for the purposes as agreed to by Brillio Foundation.
- 5.2 STEM Learning Private Limited acknowledges that the Project will be funded solely by Brillio Foundation and that no other funder is and will be sought to fund the Project by STEM Learning Private Limited.
- 5.3 STEM Learning Private Limited shall maintain proper accounts of the Project, including the Grant Amount disbursed and submit a statement of utilisation to Brillio Foundation as mentioned in Schedule II. Brillio Foundation shall have the right to inspect the books of accounts of STEM Learning Private Limited and to run an audit where necessary at any time.
- 5.4 STEM Learning Private Limited shall have a professional person to spearhead its accounts functions and to maintain the accounts to be submitted to Brillio Foundation.
- 5.5 In the event of termination of this MoU, STEM Learning Private Limited 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 Brillio Foundation immediately.

6. Rights of Brillio Foundation

- 6.1 Brillio Foundation shall have the right to withhold further payments or instalments of the Grant Amount and/or terminate this MoU if:
- STEM Learning Private Limited does anything which, in the opinion of Brillio Foundation, brings, or is likely to bring, the reputation of Brillio Foundation, or any member thereof into disrepute; or
 - STEM Learning Private Limited or any of its employees, consultants or agents is involved in any manner of corruption or bribery or otherwise acts fraudulently or negligently or with criminal intent in the STEM Learning Private Limited; or
 - STEM Learning Private Limited ceases to have charitable and non-profit status; or
 - STEM Learning Private Limited is dissolved or becomes insolvent; or
 - STEM Learning Private Limited 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 Brillio Foundation and STEM Learning Private Limited to complete the proposed transactions provided for under this MoU.



8. **Reporting and Monitoring**

STEM Learning Private Limited shall submit quarterly reports on the Project progress as per the Quarterly reporting format set out in Schedule III of this MOU. STEM Learning Private Limited assures Brillio Foundation that the Project shall achieve the following outcomes over 2025-2026 financial year.

Sl. No	Outcomes	Key Performance Indicator	No of schools / Units
	Quantitative Outcomes	10-15% Increased in Science Marks compared to previous year marks (Proposed)	30 schools

9. **Limitation on the liability**

Brillio Foundation will not be responsible in any manner whatsoever for the actual implementation of the Project. Brillio Foundation 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 Brillio Foundation pursuant to this MOU shall, at any time, be limited to the extent of the Grant Amount already advanced to STEM Learning Private Limited.

10. **Term**

This MoU shall remain in force and effect for the Term of the Project from 1st April 2025 to 31st Mar 2026 and may be mutually renewed for a further period if agreed in writing by both parties.

11. **Termination**

In the event the Grant Amount is not used for the Project in terms of this MoU, it would be construed as a breach of this MoU and Brillio Foundation shall be entitled to terminate this MoU by giving STEM Learning Private Limited a prior written notice of 30 days. 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 STEM Learning Private Limited to Brillio Foundation immediately.

12. **Indemnity**

STEM Learning Private Limited confirms that Brillio Foundation shall not be liable or responsible in any manner for any act of STEM Learning Private Limited, and STEM Learning Private Limited hereby agrees to indemnify and keeps indemnified and holds Brillio Foundation, its directors and employees harmless from and against all or any loss, damage, charges, costs and expenses that may be incurred or suffered by Brillio Foundation or any one of its directors and employees on account of any claim made by any person directly arising out of Brillio Foundation'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 Bangalore 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 Bangalore.
- 14.3 In the event of execution of the Project as specified above gets delayed for external reasons beyond control, the parties may extend the time for completion of the job as mutually agreed but subject to the written undertaking from **STEM Learning Private Limited** to confirm the completion of Project in specified reasonable time limit.

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 Brillio Foundation

Kind attn.: Abhishek Ranjan, Managing Trustee

Office: 4TH Floor of Bren Optimus,

No 8/12, Dr M H Marigowda Road,

Bangalore 560029

Karnataka Tel: 080- 66007000

For STEM Learning Private Limited

Kind attn.: Ashutosh Mohan Pandit

At: ICON 1205, Marathon Nextgen Campus,

Opp. G.K. Marg, Lower Parel (W), Mumbai- 400013

Tel: 022-24933738/39



16. Relationship of Parties

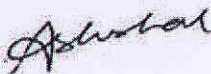
This relationship shall not constitute any partnership between the parties, nor, except as expressly set out in it, constitute any party as the agent of another party, nor shall any party have the right or authority, to assume, create or incur any liability or obligation, express or implied, against,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



Name: Abhishek Ranjan
Title: Managing Trustee

Witness:



Name: Dattatraya Naik
Contact Details: 7353619777

For and on behalf of
STEM Learning Private Limited



Name: Ashutosh Pandit
Title: Managing Director

Witness:



Name: Mahesh Kumar
Contact Details: 9739737716

Schedule – I

FUND REQUIRED FOR COMMENCEMENT OF PROJECT AND PAYMENT TERMS:

ITEM	DESCRIPTION	NO OF SCHOOLS	Unit Cost	Total cost
MSC Models	80 MODELS + 80 USERS PLACARD+ 40 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL INCLUDES INSTALLATION, DELIVERY & 1st YEARS MAINTENANCE	30	291568	87,47,040
TRAINING OF TEACHERS (TTP)	CLUSTER TRAINING WITHIN 25 KMS RADIUS 1st YEAR	30	33,000	990000
MONITORING & EVALUATION	Total - 2 visits	30	33000	990000
INFRASTRUCTURE*	SET UP OF PLATFORMS & ELECTRIC CONNECTIONS	30	30000	900000
Annual Partners Meet			20000	20000
Project Cost			4,07,568	11647040
Tax 18%			73,362	2096467
Total Cost			4,80,930	13743507

Fund Disbursement:

Instalment	Amount	Description
1 st Payment (70%)	Rs 96,20,454.9/-	Payment will be made within 60 days of signing the MoU.
2 nd Payment (20%)	Rs.27,48,701.4 /-	Payment will be made within 30 days after submitting Q1 & Q2 reports.
3 rd Payment (10%)	Rs.13,74,350.7/-	Payment will be made within 30 days after the submission of the Annual Report & Audited Fund Utilization Certificate, subject to the fulfilment of all the deliverables and meeting the timeline.



Schedule II:

Schools - 30 & No. of beneficiaries – 14000 students

Schedule III:

Quarterly reporting format

Q1 (April to June)	On or before 15 th July 2025
Submission of School results class wise -30 schools	On or Before 15 th July 2025
Q2 (July to September)	On or before 15 th October 2025
Q3 (October to December)	On or before 15 th January 2025
Annual Report	On or before 15 th April 2026
Submission of School results class wise -30 schools	On or Before 15 th April 2026

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

Annexure-I

		M 0	Apr- 25	May- 25	Jun -25	Jul - 25	Aug -25	Sep -25	Oct -25	Nov -25	Dec- 25	Jan -26	Feb -26	Mar- 26
	Need Analysis Report submission													
	MOU Execution													
1	Formal Programme launch													
2.2	School Basic information collection													
	Collection and submission of student's marks- class wise- Science													



13. Circle and Ball
14. Action and Reaction
15. Parrot in the Cage
16. Zoetrope
17. Pin screen
18. Floating Ball
19. Floating Fan
20. Tornado
21. Hand Pump
22. Anamorph
23. Floating Magnets
24. Magnetic Field Tube & Immiscible Fluid
25. Moment of inertia
26. Lazy Tube
27. Hyperbola
28. Magnetic effect of electric current
29. Pythagoras Model & Moire Pattern
30. Elliptical Carrom Board
31. Two Congruent Right Triangles
32. Area of a Circle
33. $(a+b)^2 = a^2 + 2ab + b^2$
34. $(a+b)^2 = a^2 + 2ab + b^2$
35. $a^2 - b^2 = (a+b)(a-b)$
36. Sum of the angles of a triangle
37. Tangram
38. Parking Puzzle & T puzzle
39. Organ pipes
40. Area of rhombus
41. Transverse wave pendulum
42. Area of triangle
43. Area of parallelogram
44. Coupled Pendulum
45. Solar Light
46. Windmill
47. Shape of earth due to rotation
48. KE PE Track
49. Loop The Loop
50. Rope Puzzle
51. Refraction Cylinder
52. Newton's Cradle
53. Centrifuge Puzzle
54. Hand Battery
55. Periodic Table
56. Cone Run Uphill
57. Tower Of Pisa
58. Lever
59. Pulley Block
60. Wheel and Axle
61. Heat Absorption



62. Day and Night
63. Viscosity Tube
64. Rock and Minerals
65. DNA
66. Lateral Shift
67. Force & types of friction
68. Funny mirrors
69. Marble Slide
70. Resonance
71. Weight Illusion
72. Area of Trapezium
73. Sum of angles of Quadrilateral
74. Electric bell
75. Human Torso
76. Ear & Eye
77. Human Joints
78. Plant Cell
79. Animal Cell
80. $(A+B)^2 - (A-B)^2 = 4AB$

