



सत्यमेव जयते

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Government of Karnataka

Rs. 200

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: 19-Jan-2024 04:44 PM

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Unique Doc. Reference

: SUBIN-KAKAKSCSA0874671700117782W

Purchased by

: LINDE FOUNDATION

Description of Document

: Article 5(J) Agreement (In any other cases)

Property Description

: CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

Consideration Price (Rs.)

: 0  
(Zero)

First Party

: LINDE FOUNDATION

Second Party

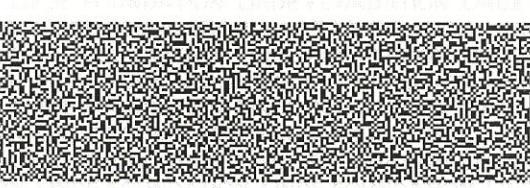
: SAMABHAVANA

Stamp Duty Paid By

: LINDE FOUNDATION

Stamp Duty Amount(Rs.)

: 200  
(Two Hundred only)



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### CORPORATE SOCIAL RESPONSIBILITY AGREEMENT

This Corporate Social Responsibility Agreement ("Agreement") is made on 19<sup>th</sup> day of January 2024 at Bengaluru.

BY AND BETWEEN

**LINDE FOUNDATION**, a public charitable trust and having its registered office at Level 6, Prestige Khoday Tower, No. 5, Raj Bhavan Road, Bangalore – 560001 through its authorized representatives Mr. MV Pavan and Ms. Raksha Hegde (hereinafter referred to as "Linde Foundation/LF", which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**;

*Signature*  
Secretary



**Stamp Alert:**

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



AND

**SAMABHAVANA** a not-for-profit and non-governmental Company registered under the Companies Act, 1956, and having its registered office at 6, Sumangal COP OP HSG Society, Sector 2, Airoli, Navi Mumbai – 400708, Maharashtra through its authorized representative Mr. Jasimir Thakur (*Secretary & EO, Authorised Signatory*) (hereinafter referred to as “**NGO**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **OTHER PART**.

Hereinafter Linde Foundation and NGO shall be individually referred to as “**Party**” and collectively as “**Parties**.”

**WHEREAS:**

- A. Linde Foundation is public charitable trust and undertakes corporate social responsibility (CSR) activities of Linde India Limited, Praxair India Limited and Linde South Asia Services Private Limited, and other public charitable activities.
- B. The NGO is engaged in public charitable activities like Education, Health, Gender, Livelihood-Skills Development and Vocational Training.
- C. Linde Foundation as part of its CSR activities is desirous of making contributions towards various social and charitable causes, and in this regard the NGO has represented to the Linde Foundation that it has adequate resources, expertise, and experience to undertake CSR activities and support with the implementation of the CSR activities of the Linde Foundation.
- D. Based on the representations given by the NGO, the Linde Foundation has decided to engage the NGO for the purpose of implementing and undertaking the social cause and activities as listed in **Annexure 1** of this Agreement (“**Project**”), on the terms and conditions contained herein.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. DEFINITION AND INTERPRETATION**

1.1 In this Agreement:

- (i) “**Applicable Law**” shall mean and include legislations, rules, regulations, orders, notifications, press notes, judicial orders, and any other document having the force of law in India;
- (ii) “**Authorised Executive**” shall mean the authorised representative of a Party as notified in writing from time to time;
- (iii) “**Confidential Information**” shall mean any non-public information, whether explicitly marked as “confidential” or not, and include but not be limited to **(a)** any information concerning this Agreement and its terms, Linde Group’s operations, plans, projects, strategy, intellectual property, work/purchase/service orders, contracts, technology, know-how, trade secrets, finance, transactions, information relating to pricing, inventory levels, marketing techniques and materials, marketing plans, timetables, collaborations with other third parties, affairs of a Linde Group or related entity including collaborators, funders, Linde Foundation’s donors and grantees, implementation partners, employees, other human resources, vendors and suppliers, whether conveyed directly or indirectly in writing or otherwise; **(b)** personal data and sensitive personal data of a natural person; **(c)** any information concerning any dispute or claim under this Agreement, or the resolution of such dispute or claim; and **(d)** any information or materials in any form prepared by or for a Party that contain, or otherwise reflect, or are generated from Confidential Information;
- (iv) “**Effective Date**” shall mean the date on which this Agreement shall come into effect that is 19<sup>th</sup> January 2024;



Secretary



- (v) "**Force Majeure**" shall mean exceptional event(s) or circumstance(s) which is beyond a Party's reasonable control, could not have been provided against before this Agreement, and which has arisen cannot be avoided, or cured by reasonable efforts of the said Party including but not limited to acts of God, natural calamities, disasters, declared epidemic or pandemic, riots, war, insurgency, lockdown, change in law, internet and cyber security incidents, curfew, civil strife, internet shutdown, declared emergency, elections, lockdowns, data breach, quarantine restrictions, declared disasters, infrastructure failure, or similar other circumstances;
- (vi) "**Linde Group**" shall mean Linde India Limited, Praxair India Limited, Linde South Asia Services Private Limited and Linde Foundation;
- (vii) "**Project**" shall mean the social cause or activity as detailed in Annexure 1 herein below;
- (viii) "**Project Funds**" shall mean the total sum/ funds sought for the implementation of the Project by the NGO and granted by the Linde Foundation for the Project as mentioned in Section 1 of Annexure 1; and
- (ix) "**Term**" shall mean such duration of time commencing from the Effective Date and continuing for a period of 1 year, i.e, till 18<sup>th</sup> day of January 2025, unless terminated earlier in accordance the terms of this Agreement.

1.2 In this Agreement, unless the context requires otherwise:

- (i) the headings are used for the convenience of reference and identification only, and do not form part of the substantive text of this Agreement, and shall not be used to define, interpret, or limit in any way, any provisions of this Agreement;
- (ii) a reference to a Clause number includes a reference to its sub-clause;
- (iii) words denoting the singular include the plural and vice-versa, and words importing any gender include every gender;
- (iv) any defined term which is not specifically provided for in this Agreement shall have the meaning generally ascribed to it in common parlance; and
- (v) any Clause of this Agreement which conflicts with the terms mentioned in Annexure(s) to this Agreement shall be read and implemented harmoniously by the Parties in the first instance, and where such harmonious interpretation is not possible, the conflicting Clause of this Agreement shall prevail over the conflicting term contained in the Annexure(s)

## 2. PROJECT IMPLEMENTATION PLAN AND SCOPE OF ACTIVITIES

2.1 **Project Implementation:** The NGO shall perform the activities for implementation of the Project as detailed in **Annexure 1**, and in accordance with the terms of this Agreement and in a timely and professional manner. The NGO shall deploy or engage adequate resources, with skill and expertise as is required for the performance and implementation of the Project.

2.2 The NGO agrees that it shall not change the key objectives and broad governing principles of the Project without the Linde Foundation's written consent.

2.3 The NGO agrees that the Linde Foundation shall not provide additional funds in respect of work done outside the scope of the Project detailed in Annexure 1 and takes no responsibilities whatsoever for such additional work.



 **Secretary**



2.4 If the Project as contemplated in this Agreement cannot be completed for reasons including the event of Force Majeure but excluding due to any breach by the NGO of its obligation under this Agreement, the Parties shall mutually discuss and agree in writing on the next steps and/or the possibility of utilising the Project Funds for any other project, refund of the unutilised Project Funds amount to the Linde Foundation, and other equitable measures.

2.5 During the course of implementing the Project, the NGO shall provide regular updates on progress made, hindrances encountered, and other relevant information relating to the Project as listed in Annexure 1. All such communication and request for information shall be addressed from and to the Authorised Executive of the Linde Foundation and the NGO, respectively.

2.6 It is agreed and understood by the Parties that the contractual relationship and all other dealings between the Linde Foundation and the NGO are on a 'principal to principal' basis and that neither of them shall claim, represent or hold themselves out, to be an agent or representative of the other, or pledge the credit of the other or make or attempt to make any financial or other commitments on behalf of the other.

2.7 This Agreement is not for the supply of labour or an agency agreement and under no circumstances shall NGO or its personnel be deemed to be employees of the Linde Foundation. The NGO shall remain solely responsible for making payments of wages and other dues to its personnel.

### 3. UTILIZATION OF PROJECT FUNDS

3.1 The Linde Foundation shall disburse the Project Funds to the NGO for each milestone as detailed in Section 1 of **Annexure 2** of this Agreement. The NGO acknowledges that it shall utilise the Project Funds for the implementation of the Project, in accordance with this Agreement and Applicable Law. Each Party shall be responsible for payment of its taxes and duties as per Applicable Law.

3.2 With each milestone indicated in Section 1 of Annexure 2, the NGO shall issue the Project Fund Requisition Application in the form as mentioned in Section 2 of Annexure 2 of this Agreement. Further, upon utilization of the Project Fund, the NGO shall issue the Project Fund Utilization Acknowledgement confirming the utilization of the Project Funds for the Project in the form as mentioned in Section 3 of Annexure 2 of this Agreement.

3.3 The NGO shall have a registered chartered accountant certify the utilization of the Project Funds once a year. Subject to Applicable Law, the NGO shall also maintain relevant documentation to support the utilization certificate, including proof of disbursement, invoices, contracts executed with implementing partners (if any), and beneficiary data (if relevant, and to the extent allowed under Applicable Law).

3.4 The NGO shall maintain a record of all assets (tangible or intangible including any intellectual property) acquired, wholly or substantially out of or through use of the Project Funds and undertakes that dealing with such assets shall be in accordance with the Applicable Laws. It is hereby clarified that all such assets acquired or developed through the Project Funds utilisation shall be owned and vest with the beneficiaries of the Project.

### 4. OBLIGATIONS OF NGO

4.1 NGO agrees to the following obligations:

(i) Implement, execute, conduct, coordinate, and carry out, from time to time, its obligations in respect of the Project as provided for in Annexure 1 and make no variation to the scope of the Project as provided for in such annexure, unless otherwise agreed to in writing by the Linde Foundation.





Secretary



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- (ii) Implement the Project according to the Project Implementation Plan provided for in Annexure 1 and utilise the Project Funds as detailed in Annexure 2.
- (iii) Utilize the Project Funds provided to it by the Linde Foundation in an efficient and judicious manner and only for the purpose for which such Project Funds are given and not divert, transfer, or utilize such Project Funds for any other purpose without the prior written consent of Linde Foundation. It shall ensure that it returns any unutilized Project Funds back to the Linde Foundation after the termination or expiry of this Agreement.
- (iv) Engage only qualified and skilled staff and personnel for the purpose of the operation and smooth functioning of the completion of the Project.
- (v) Be responsible for all acts and omissions of the staff, personnel, employees, and any other persons engaged by it in the course of the implementation and execution of the Project.
- (vi) Provide utilization reports and monthly/quarterly updates stated in this Agreement

4.2 NGO shall duly discharge its roles, responsibilities, and obligations as outlined in this Agreement so as to enable the due execution and implementation of the Project.

4.3 NGO shall meet at such regular intervals as specified by the Linde Foundation and review the progress of the Project and NGO shall rectify any deviations therein, as may be brought to its notice by the Linde Foundation.

4.4 Activity report on the Project shall be sent by NGO to the Linde Foundation in the form specified in Section 4 of Annexure 2 of this Agreement.

## 5. REPRESENTATION AND WARRANTIES

5.1 NGO represents and warrants that:

- (i) it is duly organized and validly existing as per the Applicable Law.
- (ii) it has all the requisite power and authority to enter into this Agreement and to undertake transaction contemplated in this Agreement.
- (iii) it shall refrain from undertaking any obligation or performing any act that shall inhibit its ability to perform its obligation under this Agreement.
- (iv) execution of this Agreement or performance of its obligation under this Agreement shall not, in any manner, conflict with its organizational document and material contract.
- (v) the person executing this Agreement has all the requisite authorisation and sanctions to undertake transactions contemplated in this Agreement.

5.2 Notwithstanding anything contained in this Agreement, NGO shall discharge its obligations under this Agreement in accordance with Applicable Laws including but not limited to the requirement of Corporate Social Responsibility under the Companies Act, 2013 and rules thereunder.

5.3 NGO shall obtain all the requisite licenses, permits, consents, documents, and approvals required to be obtained and maintained with respect to the Project. It shall be the responsibility of NGO to ensure that the same remains valid for the duration of the Project.

5.4 NGO hereby agrees and acknowledges that the Linde Foundation is relying on the information provided by it in reports. NGO represents that the Linde Foundation may continue to rely on the information and on any additional information that NGO provides regarding the Project activities, progress, and use of Project Funds by NGO.

## 6. AUDIT

### 6.1 Accounts, Records, and Audit

NGO shall maintain all accounting records and documents in accordance with the instructions given. Non-compliance with the instructions by NGO will be a ground for termination of the Agreement. The Linde Foundation or its representatives /auditors, on giving reasonable notice to NGO, may



Secretary



visit the NGO offices to review and audit the Accounts and records and the NGO shall co-operate with such teams 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 explanations of the accounts and records as may be reasonably required by the Linde Foundation. If the Linde Foundation finds any errors or inaccuracies in the Accounts and Records of NGO, NGO shall, within thirty (30) days of a written demand served by the Linde Foundation, carry out suitable rectification in its Accounts and Records, and inform the Linde Foundation of the same. Any information/document/record/details requested by the Linde Foundation would be promptly attended to by NGO and supplied within a reasonable time frame of fifteen (15) days.

#### 6.2 **Annual Audited Accounts of the Project**

NGO will submit audited accounts of the Project, each bearing original signatures along with an auditor's certificate within three (3) months of the closure of the financial year to the Linde Foundation for each of the financial years covered by the Project. The end of the financial year for the project shall be 31st March every year. The annual accounts of the Project shall be signed by the Authorized Executive of NGO and be certified by Practicing chartered accountant of an independent firm of professional auditors. This account should bear a certificate from the auditors confirming the total receipt and expenditure in respect of the amount and also to the effect that the amount was accepted in accordance with the terms of the Agreement.

#### **Refund of Unutilized/Unspent Project Funds**

Any unspent or unutilized amount of the Project Funds, disbursed earlier by the Linde Foundation for the Project to NGO, shall on expiry or earlier termination of this Agreement, be refunded to the Linde Foundation within thirty (30) days of the expiry or earlier termination of the Agreement, whichever is applicable.

### **7. CONFIDENTIALITY**

7.1 **"Confidential Information"** shall mean any non-public information of the Linde Group whether or not marked as confidential or proprietary, that the NGO receives before, during or after the execution of this Agreement, and such information that derives independent value from not being generally known to the public but is not limited to information on the Linde Group's products and services, pricing data, sources of supply, financial data, business plans, marketing methods, production, or merchandising systems or plans, any and all personnel data, employee salaries and any personal information relating to Linde Group's employees, consultants, directors, suppliers or representatives.

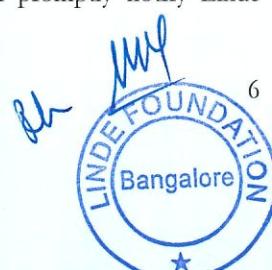
7.2 The NGO agrees that it shall:

- i. keep all Confidential Information and other materials passing from Linde Foundation to the NGO confidential and shall not, without the prior written consent of Linde Foundation, divulge such Confidential Information to any other person or use such Confidential Information other than for the purposes of carrying out the in this Agreement;
- ii. take all steps as may be reasonably necessary to protect the integrity and secrecy of the Confidential Information and to ensure against any unauthorised disclosure thereof;
- iii. promptly inform Linde Foundation of any potential or accidental disclosure of the Confidential Information and take all steps, together with Linde Foundation, to retrieve and protect the said Confidential Information;
- iv. use the Confidential Information only for the purpose for which it was provided and not for gaining profit from the same in any unauthorised manner to the exclusion of Linde Foundation.

7.3 The obligations contained in this clause shall not apply to any information which is or has become public (other than by breach of this Agreement) and or required to be disclosed by law or any governmental, official or regulatory body, provided that so far as it is lawful and practical to do so prior to such disclosure, NGO when subject to such disclosure shall promptly notify Linde



 Secretary



Foundation of such requirement with a view to providing the opportunity for Linde Foundation to contest such disclosure or otherwise to agree on the timing and content of such disclosure.

- 7.4 NGO shall execute appropriate non-disclosure agreements with each of its personnel deputed for implementing the Project, the terms of which non-disclosure agreement shall be at least as onerous as the obligations of NGO comprised herein.
- 7.5 The obligations contained in this Clause shall continue to apply after the termination/expiry of this Agreement till such time as the relevant Confidential Information enters the public domain.
- 7.6 NGO shall, on demand from Linde Foundation immediately destroy/return the Confidential Information together with any copies in its possession.
- 7.7 During the terms of this Agreement or in connection hereof, any data of Linde Foundation collected by NGO, shall at all times be protected and maintained in confidence as per the Applicable Laws governing the security, privacy and protection of such data. In particular, NGO shall comply with the provisions of the Information Technology Act, 2000 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011. In the event of any breach by NGO, Linde Foundation can immediately terminate this Agreement. NGO acknowledges that in the event of any breach or threatened breach of this clause by NGO, monetary damages may not be an adequate remedy, and therefore, Linde Foundation shall be entitled to injunctive relief to restrain NGO from any such breach, actual or threatened.

## 8. ANTI-CORRUPTION AND BRIBERY

- 8.1 Neither NGO, nor any of its subsidiaries or affiliates, nor any director, officer, agent, employee or other person associated with or acting on behalf of NGO, or any of its subsidiaries or affiliates, has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee, to any employee or agent of a private entity with which NGO does or seeks to do business (a Private Sector Counterparty) or to foreign or domestic political parties or campaigns from funds of NGO or any of its subsidiaries, (iii) violated or is in violation of any provision of any Applicable Law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or any applicable provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K Bribery Act 2010, or any other similar law of any other jurisdiction in which NGO operates its business, including, in each case, the rules and regulations thereunder, (iv) taken, is currently taking or will take any action in furtherance of an offer, payment, gift or anything else of value, directly or indirectly, to any person while knowing that all or some portion of the money or value will be offered, given or promised to anyone to improperly influence official action, to obtain or retain business or otherwise to secure any improper advantage or (v) otherwise made any bribe, rebate, payoff, influence payment, unlawful kickback or other unlawful payment; NGO and each of its respective subsidiaries has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve compliance with the laws referred to in (iii) above and with this representation and warranty; and none of NGO, nor any of its subsidiaries or affiliates will directly or indirectly use the proceeds of the convertible securities or lend, contribute or otherwise make available such proceeds to any subsidiary, affiliate, joint venture partner or other person or entity for the purpose of financing or facilitating any activity that would violate the laws and regulations referred to in (iii) above.
- 8.2 NGO warrants and undertakes to comply at all times with anti-bribery and corruption legislation, laws, and regulations in all jurisdictions, and shall not perform its obligations or otherwise do anything or omit to do anything under or in connection with this Agreement in such a way as to cause either Linde Group to be in breach of any such legislation, laws, or regulations. NGO also undertakes not to use any payments or proceeds received (whether directly or indirectly) from Linde Foundation under this Agreement for any corrupt or improper purpose.

Secretary



8.3 NGO warrants and undertakes to comply at all times with anti-bribery and corruption legislation, laws and regulations in all jurisdictions, and shall not perform its obligations or otherwise do anything or omit to do anything under or in connection with this Agreement in such a way as to cause either Linde Foundation or the Linde Group to be in breach of any such legislation, laws or regulations. NGO also undertakes not to use any payments or proceeds received (whether directly or indirectly) from Linde Foundation under this Agreement for any corrupt or improper purpose.

8.4 Violation of this clause shall be grounds for immediate termination for cause without notice by Linde Foundation and in addition to any other remedies available to Linde Foundation, Linde Foundation shall be excused payment of any amounts due under this Agreement.

8.5 NGO's liability under or in connection with this clause shall be unlimited.

## 9. TERM AND TERMINATION

9.1 **Term:** This Agreement shall be effective from the Effective Date and end on 18<sup>th</sup> day of January 2025 unless the Project cannot be executed for reasons not attributable to NGO, or this Agreement is terminated in accordance with the terms hereof.

9.2 Linde Foundation shall have the right to terminate this Agreement with immediate effect, if –

- (i) NGO commits breach of any of the terms of this Agreement or any Applicable Laws;
- (ii) NGO commits any act or omission which harms the reputation of Linde Foundation or Linde Group;
- (iii) NGO is declared insolvent, or insolvency proceedings are initiated against them;
- (iv) NGO acts in a manner prejudicial to the interests of Linde Foundation.

9.3 Expiry or termination of this Agreement, howsoever, occasioned shall be without prejudice to rights and obligations occurred or incurred prior to the date of expiry or termination of this Agreement and accounts between the Parties shall be promptly settled within fifteen (15) days of termination.

9.4 Upon expiry or termination of this Agreement, NGO shall refund any funds/ amounts received by Linde Foundation which are not utilised as of the date of such expiry or termination.

9.5 Upon termination of this Agreement, NGO shall return to Linde Foundation or destroy all the Confidential Information (*hereinafter defined*) in its possession, in a manner as specified by Linde Foundation.

## 10. INDEMNITY AND LIMITATION OF LIABILITY

10.1 NGO shall indemnify, defend, and hold harmless Linde Foundation against any and all costs, claims (including third party claims), losses, demands, liabilities, expenses (including reasonable attorney's fees and costs and expenses related thereto) and legal proceedings resulting to or from, caused by, relating to, or arising out of:

- (i) It's actions under this Agreement including any negligent acts or omissions;
- (ii) It's failure to provide the complete the scope of activities under the Project;
- (iii) It's sub-standard performance of obligations under the Agreement;
- (iv) Any damage caused by it or any of its employees, officers, agents etc. of Linde Group or their assets or reputation;
- (v) It's default in complying with Applicable Law or obligation under this Agreement; and/or
- (vi) Any fines, penalty, cost and so imposed by any appropriate authority against Linde Foundation in connection with the Project.

Secretary



- 10.2 Neither Party shall be liable under any theory of liability, whether in an equitable, legal, or common law action arising hereunder for any special, incidental, indirect, exemplary, punitive, consequential damages of any kind, strict or absolute liability, tortious liability, or similar other liability claims of any kind and however caused, including but not limited to business interruption, loss of profits/business opportunities, or goodwill arising hereunder, even if the Party has been advised about the possibility of such damage and remedy.
- 10.3 Notwithstanding anything stated in this Agreement or in any other documents exchanged between the Parties, the Linde Foundation's total liability under this Agreement under all or any circumstances shall not exceed the Project Funds (*as mentioned in Section 1 of Annexure 1*) disbursed for each milestone, payable under this Agreement by the Linde Foundation to NGO.
- 10.4 The obligation under this clause shall survive expiry or termination of this Agreement.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1 This Agreement shall be governed and construed in accordance with the laws of India.
- 11.2 All disputes arising out of or under this Agreement, which cannot be settled through mutual discussion, shall be referred to arbitration and decided finally in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any modifications and amendments thereto. Arbitration shall be conducted by a sole arbitrator if the Parties are able to agree on one, else arbitration shall be conducted by a panel of three arbitrators with each Party nominating one arbitrator each and the two arbitrators so appointed, nominating the third arbitrator. The place of arbitration shall be Bangalore. The Courts at Bangalore will have exclusive jurisdiction with respect to any matter relating to the arbitration.

## 12. MISCELLANEOUS

- 12.1 **Entire Agreement:** The terms and conditions contained in this Agreement and its Annexures constitute the entire Agreement between the Parties from the Effective Date, and shall supersede all previous communications, either oral or written.
- 12.2 **Notices:** All notices required by either Party under this Agreement shall be in writing, and shall be deemed to have been given on the date such notice is presented personally, by e-mail or transmitted by facsimile (*receipt confirmed*), 2 (two) business days after delivery by a nationally recognized courier service, or 3 (three) days after mailed registered or certified, return receipt requested, to the other Party at the address specified on the face of this Agreement, or such other address as a Party may designate by notice to the other Party. E-mail notices shall be addressed to (i) Linde Foundation: smita.sahu@linde.com and (ii) Samabhavana: jasmir@samabhavanasociety.org
- 12.3 **Waiver:** A Clause or a right created under this Agreement may not be waived except in writing signed on behalf of the Party granting the waiver. The failure of a Party to prosecute its rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to the same or any other breach under Applicable Law.
- 12.4 **Severability:** If any Clause of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall be rendered only to such Clause or part of such Clause; and remaining part of such Clause and all other Clauses of this Agreement shall continue to be in full force and effect.
- 12.5 **Assignment:** Except as otherwise provided in this Agreement, Parties shall not assign any of its rights or obligations under this Agreement without the prior written consent of the other Party and which consent must not be unreasonably withheld or delayed.



Secretary



- 12.6 **Force Majeure:** Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement, to the extent caused due to any circumstances beyond its reasonable control, including but not limited to fire, flood, storm, earthquake, pandemic, acts of God, acts of state, etc. In such event the Party unable to meet its obligations shall promptly notify the other in writing of the circumstances and the time for performance of this Agreement shall be automatically extended by a reasonable period. The Parties agree that economic conditions and business downturn shall not be considered events of Force Majeure under the terms of this Agreement.
- 12.7 **Amendments:** Any amendment, modification, alteration, change, addition or deletion in this Agreement shall be done by mutual consent of the Parties in writing and such amendment, modification, alteration, change, addition or deletion shall form part of this Agreement.
- 12.8 **Counterparts:** This Agreement shall be executed in 2 (two) counterparts, and each counterpart shall be a true original copy of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date and year first hereinabove written.

Signed and delivered for and on behalf of  
Linde Foundation  
**Linde Foundation** aforesaid,  
by its Authorised Signatory,  
Mr. M.V Payan

*Amarp*   
Dated:

Dated:

Ms. Raksha Hedge

Dated:

Signed and delivered for and on behalf of  
**SAMABHAVANA**,  
the **NGO** aforesaid,  
by its **SECRETARY & E.O**,  
**Mr. JASMIN THAKUR**

Dated:

**In the presence of Witnesses:**

1.

2.

## ANNEXURE 1

### PROJECT IMPLEMENTATION PLAN AND SCOPE OF ACTIVITIES

#### 1. Project

- (i) **Project Name:** MINI SCIENCE CENTER (as detailed in Section 2.1 below Objective of the Project)
- (ii) **NGO/ Organisation Name:** SAMABHAVANA
- (iii) **Total Project Fund (including the NGO Donation):** Rs.16,60,875/- (Rupees Sixteen Lakhs Sixty Thousand Eight Hundred Seventy five only) inclusive of the NGO Donation mentioned below and all taxes, fees and charges.

#### 2. Project Implementation Plan

##### 2.1 Objectives of the Project:

**Objectives:** Ignite Scientific interest in children so that –

- Aptitude developed.
- Difficult subjects like Science & Math's are made fun & easy.
- Discovery is a regular process.
- Scientific knowledge provided for day to day understanding.
- Possibly a stepping stone for career in Science & Math's.
- Parents feeling secured of their children's future

##### 2.2 Impact:

- Aptitude of students for learning science and mathematics improved by creating child friendly eco system which is fun and enjoyable.
- Empowering teachers with easy teaching aids.
- Improve teaching pedagogy by use of models in conducting the science and math's class through better engagement of teachers in teaching.
- Aptitude foundation laid for Science and Math's educational consolidation

#### 3. Detailed scope of activities to be undertaken by NGO

The following will be the scope of activities to be undertaken by NGO as a part of the Project Implementation Plan:

- i. Geography and School Confirmed as per donor request.
- ii. Installation of Mini Science Center in approved schools. - Installation Report.
- iii. Post Installation conducting the 1<sup>st</sup> Teachers Training. - Training Report.
- iv. Post Training within 30 to 45 days undertaking 1<sup>st</sup> Monitoring & Evaluation. - 1<sup>st</sup> M&E Report.
- v. Undertaking 2<sup>nd</sup> Teachers Training- 60 to 75 days from 1<sup>st</sup> Monitoring & Evaluation visit. - Training Report.
- vi. Post 2<sup>nd</sup> Teachers Training undertaking 2<sup>nd</sup> Monitoring & Evaluation visit.
- vii. Providing – 2<sup>nd</sup> M&E Report.

*Secretary*



- viii. Final Report.
- ix. Completion report from donor along with and 100% funds for providing Fund Utilization Certificate.

#### 4. Detailed scope of activities to be undertaken by the NGO

The following will be the scope of activities to be undertaken by the the NGO as a part of the Project Implementation Plan:

- (i) Monitoring Call and Status Update with the NGO – Monthly
- (ii) Progress Report to the Donor – Quarterly report until project completion and one Final report post project completion.
- (iii) Visit to NGO – minimum once during the project period
- (iv) Disbursement to NGO – as per the payment schedule



~~Secretary~~



**ANNEXURE 2**  
**UTILIZATION OF PROJECT FUNDS**

1. Detailed schedule for the Utilization of Project Funds:

Milestone #	Fiscal Year	Works to be Completed	Estimated Completion date of milestone	Project Funds (In Rs.)
1	2023-24	Installation of MSC	15 <sup>th</sup> January 2024	Rs. 8,30,437.50/-
2	2023-24	1 <sup>st</sup> Teachers Training	15 <sup>th</sup> February 2024	Rs. 4,15,218.75/-
3	2023-24	1 <sup>st</sup> M&E report	15 <sup>th</sup> March 2024	Rs. 2,07,609.40/-
4	2023-24	2 <sup>nd</sup> Teachers Training & 2 <sup>nd</sup> M&E Evaluation Report.	15 <sup>th</sup> July 2024	Rs. 2,07,609.40/-
		<b>Total Project Fund</b>		<b>Rs. 16,60,875/-</b>



Secretary



2. Format for Project Fund Requisition Application:

To

Ms. Smita Sahu (CSR Manager)  
Linde Foundation,  
Level 6, Prestige Khoday Tower,  
No. 5, Raj Bhavan Road,  
Bangalore – 560001

Dear Sir/Madam,

Enclosed are the Project Fund Utilization details of expenditure and copy of Invoice wherever applicable incurred by the NGO during the Milestone number# 1/2/3/4 (*tick one applicable here*) received towards Utilization of Project Funds as submitted. The Milestone number# 1/2/3/4 (*tick one applicable here*) progress report along with pre identified modalities of the Project to be undertaken is hereby enclosed or is mentioned herein. It is hereby certified that the progress of the present Project as undertaken is satisfactory.

It is requested that Milestone number# 1/2/3/4/5 (*tick one applicable here*) may be released to the NGO for meeting the further expenses towards completion of the Project.

**“Certified that the amounts mentioned in this Project Fund Requisition Application are required wholly and necessarily for the purpose of the Project (*Name of the project to be mentioned here*) and the same has not been claimed before from the Linde Foundation or any other entity of Linde Group. It is also certified that this Project has not been executed earlier”.**

Thanking you,

\_\_\_\_\_  
Signature:

Name:

Designation:

(Authorized Executive shall sign all Project Funds requisitions)



*\_\_\_\_\_  
Secretary*

3. Format for Project Fund Utilization Acknowledgement:

To

Ms. Smita Sahu (CSR Manager)

Linde Foundation

Level 6, Prestige Khoday Tower,

No. 5, Raj Bhavan Road,

Bangalore – 560001

Dear Sir/Madam,

The Project Fund Utilization Acknowledgement showing the details of expenses/expenditures incurred under each Milestone (as indicated in this Annexure) by the NGO during the period (*From*) \_\_\_\_\_ (*To*) \_\_\_\_\_ of the Milestone number# 1/2/3/4 (*tick one applicable here*) received towards Utilization of Project Funds is given as below:

The Milestone number# 1/2/3/4 (*tick one applicable here*) progress report along with pre-identified modalities of the Project to be undertaken is hereby enclosed in the Project Fund Requisition Application dated \_\_\_\_\_.

Submitted towards compliance of the Project \_\_\_\_\_ (*Name of the Project to be written here*).

Thanking you,

\_\_\_\_\_  
Signature:

Name:

Designation:

(Authorized Executive shall sign all Project Funds requisitions)



\_\_\_\_\_  
Secretary

4. Format for Monthly/Quarterly Progress Report

To  
 Ms. Smita Sahu (The Project In-charge)  
 Linde Foundation  
 Level 6, Prestige Khoday Tower,  
 No. 5, Raj Bhavan Road,  
 Bangalore – 560001

Dear Sir/Madam,

The Monthly / Quarterly Progress Report showing the details of expenses/expenditure incurred under each head (as indicated in the Agreement) by Give Foundation during the period (*From*) \_\_\_\_\_ (*To*) \_\_\_\_\_ of Milestone number# 1/2/3/4 (*tick one applicable here*) received towards Utilization of Project Funds and thereby the progress of the Project is given as below:

Name of the Project: \_\_\_\_\_ (Name of the Project to be written here)

Sl. No.	Scope of Activities for the Fiscal Year	Activities undertaken during the Fiscal Year	Deviation from the Scope of Activities, if any and reasons for the same
1.	Scope of Activity(ies) met in the relevant Fiscal Year as mentioned in the Project Implementation Plan/ Schedule I		
2.	Payment released by Linde Foundation during the relevant Fiscal Year		
3.	Actual Expenditure Incurred during the relevant Fiscal Year		
4.	Plan of expenditure for the next Milestone number# 1/2/3/4/5 ( <i>tick one applicable here</i> )		
5.	Milestone number# identified for the next implementation phase (to indicate dates here).		
6.	No of Beneficiaries Details of the Project at this stage.		
7.	Any other remarks		

Certified that the Project Funds released by the Linde Foundation for the relevant Fiscal Year as mentioned above has been gainfully utilized towards implementation of the above Project. The Invoice towards Project Fund Utilization of this Project is hereby enclosed.

Project report submitted towards compliance of the Project.

Thanking you,

\_\_\_\_\_  
 Signature:

Name:

Designation:

(Authorized Executive shall sign all Project Funds requisitions)



\_\_\_\_\_  
 Secretary