

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AH 5671

MoU

This Agreement is made at Noida, New Delhi on 20th day of May, 2024.

BETWEEN

AROH FOUNDATION, an NGO having its registered office at 338, Thansingh Nagar, Anand Parbat, New Delhi - 110005 represented by Ms. Shilpa Jain, Sr. Program Manager (hereinafter referred to as "AROH") which expression shall include its successors and assigns on the one PART.

AND

STEM LEARNING PRIVATE LIMITED(STEM), having its PAN card number as AAQCS0110G, GST Number as 27AAQCS0110G1ZL. having its registered office at **STEM LEARNING PRIVATE LIMITED**, ICON 1205, MARATHON NEXTGEN, LOWER PAREL(WEST), MAHARASHTRA, MUMBAI - 400013, INDIA

Memo Shauke



STEM and **AROH Foundation** are collectively referred to as "Parties" and individually as "Party".

Whereas the **STEM** is an organisation, based in **Mumbai** which has experience in **supplying & installation of Mini Science Centre's** and has the required manpower, expertise and infrastructure to carry out such deliverables to WV India.

Now therefore, based on the aforesaid representations **AROH Foundation** intends to engage **STEM** and for this purpose both the **STEM** and **AROH Foundation** agree to legally bind themselves to the following terms and conditions:

1.Objectives:

- a) To empower the aptitude of children by creating the infrastructure, that is 'Mini Science Centre' in the selected school under clause (II) of schedule-VII of the CSR Rules under section 135 of the Companies Act, 2013.
- b) Specifically, to ignite scientific interest in children so that:
 - Question intelligent
 - Learn through discovery
 - Connect scientific knowledge to their world
 - Consider a career in science
- c) All of these are expected to strengthen scientific temper in children, thus laying the foundation for a flourishing career in Science & Math

2. Scope of Services:

1. 'STEM LEARNING Pvt. Ltd' will be engaged as supplier for **supplying & installation of Mini Science Centre's** to **AROH Foundation** at **15 schools**.

Rate agreed with STEM LEARNING Pvt Ltd for 15 (Fifteen) schools is mentioned below:

STEM MINI SCIENCE CENTRE, [80 models, 37 background, delivery, installation (@INR 423,036 per school)	INR 6,345,540
Training of Teachers (TTP) 2 sessions in a year for all the 15 schools (@INR 50,976 per year)	INR 764,640
VISIT IN INDIVIDUAL 15 SCHOOLS TO CONDUCT BASELINE SURVEY AND ENDLINE SURVEY	INR 764,640
Cost of Infrastructure set up in 15 Schools (@INR 50,976 per school)	INR 764,640
Grand Total	INR 8,639,460

COMMERCIAL TERMS AND CONDITIONS DISCUSSED AND AGREED WITH STEM

Rates are inclusive of all taxes and transportation.

Rates are valid for 36 Months from the date of signing the agreement.

Heena Dhanu
2

Payment will be made based on the Proforma Invoice raised by the STEM.
Payment will be made through RTGS/NEFT mode.
Goods will be delivered to the location within 30 days of receiving the purchase order.
No cancelation charges when order is Canceled and informed before 48 hrs. to STEM
Goods will be delivered to the location as per address mentioned in the purchase order and in one location.
STEM will ensure the timeliness and will deliver the materials as per the purchase order.
Transit Insurance will be the responsibility of the STEM .
Materials to be delivered as per quality and quantity mentioned in the purchase order. Any damaged goods need to be reported to STEM immediately over email within 48 hrs of receiving the goods and STEM will be replaced free of cost within 10 days' time.

3. Payment Schedule:

- a) AROH Foundation shall make payment only for the services delivered on the following terms and conditions as below. AROH Foundation shall not be responsible to make any payment or reimburse any costs/expenses incurred by the **STEM** for any service that has not been prior approved by AROH Foundation in writing.
- b) AROH Foundation shall not be liable to make payment for any defective goods/services and for delivery that is delayed beyond a period of 10 days provided that such delay is not due to force majeure causes as stated. In such instances, AROH Foundation shall be entitled for replacement of defective goods or added services.
- c) AROH Foundation shall make 100% payment at the time of purchase order of total Purchase Order value on the signing of Agreement for mobilization based on the submission of Proforma Invoice from the **STEM**.

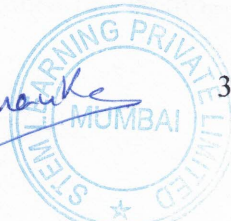
4. Time is of Essence:

Parties agree that timelines mentioned in this agreement are of essence to the agreement. Any delay in the delivery of services/ goods shall entitle AROH Foundation to deduct a sum of 2% of the total payment while making the final payment.

5. Communication Strategy:

- a) Any media or other public relations contact should always be consistent with the aim of the project and only undertaken with express consent of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the project

Mune Dhaake



- b) All two parties agree to co-brand the project as '**Mini Science Centre**': A CSR initiative of 'AROH Foundation' implemented by STEM LEARNING Pvt. Ltd 2020-2023. Detailed plate design and logo will be by AROH Foundation
- c) STEM LEARNING Pvt. Ltd shall prominently display the name of AROH Foundation and shall accordingly use AROH Foundation's corporate and CSR logo or any other material suggested by AROH Foundation on the display board of structures built, instruments, equipment used, on all communication materials like pamphlets, banners, placards, posters, etc. published in accordance with the project
- d) Both parties shall be authorized to publicize the partnership in a manner as may be deemed appropriate. However, the grant of the right to use logos does not constitute an endorsement of either party
- e) All 'internal' communications on project-related matters shall be between STEM LEARNING Pvt. Ltd., AROH Foundation Team, and the School Project Coordinator

6. Confidentiality and access to information

- a) **STEM** agrees not to discuss its performance of services under this Agreement with any third party without the prior written consent of AROH Foundation.
- b) **STEM** agrees to hold in confidence for the benefit of the AROH Foundation any confidential information.
- c) **STEM** agrees that all materials, reports, information, presentations, documentation, modules or other work-related documents generated by the performance of services under this Agreement are the intellectual property of AROH Foundation and the **STEM** hereby assigns all rights, title and interest in the same to AROH Foundation.

7. Representation and Warranties of the STEM.

- a) It has the relevant experience, expertise and resources to discharge all of its obligations under this Agreement;
- b) This Agreement creates a binding and legally enforceable agreement on the Parties and it has the requisite rights, powers and titles to grant and convey the covenants, commitments and undertakings set forth herein;
- c) Its representations and warranties herein neither omit any material fact nor are misleading and no condemnation proceedings, litigation or attachments or administrative actions or any other

Heer Shankar

STEM LEARNING PRIVATE LIMITED
MUMBAI

4

matters are pending or threatened against it preventing it from the performance of its obligations;

- d) It will perform its obligations under this Agreement in compliance with all applicable and enforceable laws, ordinances and regulations and will obtain and maintain in full force and effect any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder;
- e) Neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated herein conflict with or will result in a breach of any of the terms, conditions or provisions of any documents, agreements or instruments to which it is a party or by which it is bound; and
- f) It shall not during the term of this agreement, enter into or acquiesce in any other agreement which would prevent it from fully complying with the provisions of this agreement.

8. Independent Status:

It is agreed and understood that each Party has no proprietary interest in the business of the other Party and this agreement shall not be construed to create any agency, partnership, or joint venture relationship or to permit either party to bind the other party to an agreement or to act on behalf of the other party in any respect. Each party shall be responsible for their own acts or omissions, and those of their employees, contractors or any other personnel engaged by them in the execution of this agreement which is on a non-exclusive basis.

9. Compliance:

The Parties hereby agree that each Party shall be responsible for compliance to laws, statutes, rules, ordinances as applicable to each Party and for discharging respective statutory obligations including all taxes as applicable and each party hereby declares that performance of its services under this agreement will not in any way be compromised or hindered or affected due to the same and no other approval or sanction is necessary for the performance of its obligations hereunder.

10. Assignment:

STEM shall not assign or purport to assign or otherwise deal with any of its rights and obligations hereunder to any other party without the prior written consent of AROH Foundation.

Heu Shank.



11. Indemnity:

STEM agrees to on demand indemnify, defend and hold AROH Foundation and its directors, employees and representatives from and against any and all liabilities, costs, expenses, including claims, damages, actions, suits, or proceedings arising out or in relation to the services performed by the **STEM** under this agreement including any harm or injury sustained by any person or any third party in the course of, or purported course of the **STEM's** obligations under this Agreement as well as against any false representation /warranties on the part of **STEM** , as the case maybe.

12. Waiver:

Failure by AROH Foundation to promptly exercise any option or right granted, or to require strict performance of any obligation herein imposed shall not be deemed to be a waiver of such rights or of the right to demand subsequent performance of any and all obligations herein imposed

13. Entire:

This agreement supersedes any and all other agreements oral or written between STEM and AROH Foundation with respect to the subject matter here of and no agreement statement or promise relating to the subject matter of this agreement other than that which is contained herein shall be binding upon the parties.

14. Severability:

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

15. Amendment:

This agreement may not be amended except by written mutual consent of the parties to this agreement. The amendments shall be documented and allotted a distinctive number and shall form part of the agreement.

16. Term & Termination:

a) This agreement shall be valid for a period commencing for 1 year after the signing date of MoU. In the event of any renewal or extension, the same shall be after mutual discussion.

Hee Dhanke



b) AROH Foundation, shall have the right to terminate this agreement in the event of any false or incorrect statement and/or representation or concealment of any material statement or failure to perform any function or breach of any of the terms and conditions mentioned herein by the **STEM**, by giving a notice of 30 days in writing.

c) In such an event the **STEM** will be paid for all services satisfactorily performed and accomplished up to the date of termination as determined by AROH Foundation.

17. DISPUTE

Both Parties shall make every effort to resolve all differences amicably taking into consideration the cause for which the parties have proposed to work together. In the event of any unresolved dispute the same shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996 by appointing a sole arbitrator to be appointed by AROH Foundation. The decision of the arbitrator shall be final. The parties shall bear their own individual costs and the costs of the arbitration shall be borne equally by the parties.

18. Delivery:

It is expressly agreed and understood that the delivery of Products shall take place at the Project locations. 'STEM LEARNING Pvt. Ltd' shall take insurance covering all the risks during transit. It is agreed between the Parties that time is of essence as AROH Foundation is involved in time bound projects/activities. 'STEM LEARNING Pvt. Ltd' agrees to deliver the Products on or before the date of delivery as required by AROH Foundation.

19. Project Funding:

1. AROH Foundation will provide fund of Rs **86,39,460/-**
2. On the signing of the MOU, **STEM** will get the work done from and also coordinate with the schools for the installation process.
3. The Project will be implemented by **STEM**, and payment to be made by AROH Foundation
4. Suggested Terms of Payment

Installments	Percentage	Milestone	Amount including GST (INR)	Proof to be submitted by STEM Learning
1st Installment	50%	Advance Payment during the time of MoU Signing	43,19,730/-	Signed MoU
2nd Installment	35%	After Installation of MSC	30,23,811/-	Installation Completion Report
3rd Installment	15%	After FTTP & Baseline	12,95,919/-	FTTP & Baseline report
Total			86,39,460/-	

Handwritten signature: Hare Shankar

Stamp: STEM LEARNING PRIVATE LIMITED, MUMBAI

5. Post implementation maintenance after one year of the project will remain the responsibility of the Schools.
6. Committee composed of Officials from the Finance Department and Corporate Communication, and will visit and monitor the site and progress of work.
7. MOU to be signed by **AROH Foundation** and **STEM** and the payment schedule accordingly

20. NOTICE

The sending of any communication shall be by registered post/certificate of posting to the address of the party by the other party which shall be deemed sufficient for the purpose of serving a notice by one party to the other. The address shall be as appearing below unless there is any change which the concerned party must duly communicate to the other party.

In the case of notices to – AROH Foundation

- AROH Foundation- F-52, Sector – 8, Noida - 201301
- Mobile no – 8010071846
- E Mail: shilpajain@aroh.in

In the case of notices to the STEM LEARNING PRIVATE LIMITED:

Regd. Address: Marathon ICON 1205, Marathon Nextgen Campus, Opp. G.K. Marg, Lower Parel(W), Mumbai- 400013

Phone - +91 9748975601, Email: meera.dhanuka@stemlearning.in, www.stemlearning.in

Name – Meera Dhanuka, **STEM LEARNING PRIVATE LIMITED**.

21. Force Majeure:

If any party to this Agreement is prevented from complying either totally or in part, with any of the terms or provisions of this Agreement by reason of fire, flood, storm, riot, war, rebellion, accident or other acts of God, then upon written notice to the other party, the affected provisions and / or requirements of this Agreement shall be suspended during the period of such disability. However, AROH Foundation shall be entitled for replacement of defective goods or services and/or use its best judgment to make appropriate payment, which shall not be disputed by the **STEM** whatsoever.

Meera Dhanuka



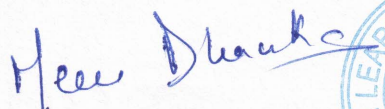
IN WITNESS whereof the authorized signatories of the parties hereto have subscribed their signatures to this MOU on 17th day of May, 2024.

FOR AROH FOUNDATION


(Ms. Shilpa Jain)
Chief Operating Officer (COO)

Witness 1: Ms. Niru Oberoi
Manager – Projects

FOR STEM LEARNING Pvt Ltd


Ms. Meera Dhanuka
Corporate Partnership Head (North & East Region)




Witness 1: Romit Ghosh
Manager – Corporate Partnership