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INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

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Description of Document	:	Article 37 Note or Memorandum
Description	:	MOU
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First Party	:	CONCERN INDIA FOUNDATION
Second Party	:	STEM LEARNING PVT LTD
Stamp Duty Paid By	:	CONCERN INDIA FOUNDATION
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

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CONSULTANCY SERVICES AGREEMENT

This Consultancy Services Agreement ("Agreement") is made and executed on this 1st February 2024 by and between: Concern India Foundation, having its registered office at 3rd floor, Ador House, 6, K Dubash Marg, Mumbai – 400001 (hereinafter referred to as CONCERN, which expression unless it be repugnant to the context or meaning there of shall be deemed to mean its successors-in-business, permitted assignees) of the FIRST PART

AND

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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.

STEM Learning company, registered under Section 25 of the companies act, having its office at 1205, Marathon Nextgen Campus, Opposite, G. K. Marg, Lower Parel West, Mumbai-40013(hereinafter referred to as **"Consultant"** which expression unless it be repugnant to the context or meaning thereof shall be deemed to mean and include successors-in business or permitted assignees) of the OTHER PART.

The Parties hereinafter shall be individually referred to as "**the Party**" and jointly referred to as **"the Parties"**

WHEREAS:

Concern is a charitable trust set up in 1991 having a significant presence in seven major cities in India. While extending support in the field of education for last many years, CONCERN observed various challenges that affect the quality of education for underprivileged children. In attempts to bring about improvements in quality of education, CONCERN decided to focus on programmed which work towards enhancing scientific interest among school going students. Through this Project, CONCERN will reach out to 877 students in Delhi from low income/government schools for enhancing their STEM education. As part of this Project **Science Centre (SC)** is a very educative innovative systemic instrument to revolutionize science & maths education that makes learning accessible. It is a catalytic channel that is interactive, engaging, & fun that's aimed to raise awareness, grasp the information & strengthens the aptitude foundation of children; furthermore also supports the teachers in teaching - with a focus on science & maths. Mini science Centre has a range of 80 table top working models with back-drops and manuals in Kannada& English providing hands-on experience for learning Science and Mathematics for Class 6 through 10.

a) **("Project")**

b) Now, CONCERN is desirous of availing specialized services in respect of the Project as detailed out under clause 2.1 in this Agreement ("**Services**")

c) WHEREAS the Consultant has offered to provide the Services to CONCERN and has confirmed that it is fully equipped, experienced and qualified to perform the duties and responsibilities necessary to carry out the Services which the Consultant shall make fully available to CONCERN during the term of this Agreement.

d) WHEREAS the Consultant has made the proposal and Concern has agreed to avail Services of Consultant in accordance with the terms and conditions of this Agreement.

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NOW THE PARTIES HEREBY AGREE AS FOLLOWS

1. APPOINTMENT OF THE CONSULTANT

1.1. **Appointment of the Consultant:** CONCERN appoints the Consultant for the Term as given under clause 3.1 and the Consultant accepts such appointment to provide the Services to the entire satisfaction of CONCERN, in consideration of fees and in accordance with the terms and conditions of this Agreement

2. SCOPE OF THE SERVICES

2.1 Consultant shall provide consultancy services for the Project in relation to the identified school, as directed by **CONCERN** planned to establish the programmed in 3 schools and had partnered with STEM to set up Mini Science Centre in Schools of Delhi:

1. Anjanadri Government High School
2. Shivanagr Government High School
3. Government high school, Gruhalakshmi Layout

This programme will be benefitted to around 877 students to **develop interest of students in learning science and math's lessons** from less privileged section of society.

2.1.1 Roll out plan

The Consultant will discuss and finalize the plan for the roll-out along with Concern and the School authorities.

2.1.2 Installation of MSC in School

Facilitate to obtain permission from concern authorities (Government or local key person if required) for the implementation of the program. Installations of 80 models at Schools need to be done along with ensuring infrastructure support on site from school in terms of power supply, furniture, space and cleanliness.

2.1.3 Teachers training

Organizing series of two training program for teachers:

1st training for teachers will be conducted in the month of February 2024 at project level (Beginning of project) focusing on using various models for teaching students/ methodology / motivation / events organized every year under the program and expected role of teachers.

2nd training for teachers will be conducted in the month of July 2024 to discuss issues at school level focusing on problem solving and encouraging the use of MSC of all the 80 models to the teachers identify the challenges faced and discuss.

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2.1.4 Monitoring & Evaluation

- Undertake M&E activities for baseline data.
- M&E Officers visit twice year.
- Reporting maximum usage of MSC by teachers.
- Reporting maximum usage of MSC and models by Students
- Pre Evaluation: in the first month
- Final Evaluation: at the end of the year

2.1.5 Maintenance –

- Maintenance is for 3 years.
- 1st year maintenance from 1st February, 2024 to 31st January, 2025, inclusive in the set up cost from the date of installation that will ensure the following maintenance like cleaning, oiling and checking the models in 6 schools in Delhi.
- 2nd year maintenance from 1st February, 2025 to 31st January, 2026.
- 3rd year maintenance from 1st February, 2026 to 31st January, 2027.
- Under maintenance, models will be repaired for damages such as LED repairing, broken threads etc.
- However, if the model is completely broken due to mishandling, it will not fall under the scope of maintenance.
- Repairing will be done within 15 working days from the day of raised query

3. TERM

Unless terminated earlier in accordance with the terms contained herein, the term of this Agreement commences on **1st February 2024** and will terminate on **31st March 2025 ("Term")**

3A. FEES, PAYMENTS AND SETTLEMENTS:

A total amount of **INR 16, 62,900 /-** will be paid for the Consultancy services for setting up of STEM labs in schools in Bangalore.

A total of **INR 16,62,900/-** will be paid before the end of March 2024 on receipt of a consent letter from STEM confirming the timeline of the installation, the teacher's training program period and the submission of completion letter along with a detailed report.

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Payment Terms

60% at the time of MOU

30 % at the time of Teacher Training Program

10% at the time of Annual Report

*** The amounts are inclusive of all taxes and TDS as applicable will be deducted from the amount paid.**

3B. All payments are to be made through bank transfers to **STEM Learning Company** bank account.

3. Consultant's Representations and Warranties

3.1. The Consultant warrants that it has adequate knowledge, expertise, skills and resources to provide the Services upon which CONCERN is entirely reliant and the Consultant hereby represents and warrants to CONCERN that:

- The Consultant has satisfied itself as to, and adopts and accepts full responsibility for the Services rendered by it;
- The Consultant will exercise, in providing of the Services, envisaged under the terms of the Agreement, all the skill, care and diligence to be expected of a reputable, multi-disciplined team of specialists.
- The personnel/ staff engaged by the Consultant for providing the Services are skilled, competent and experienced having regard to the nature and extent of the Services.
- It has obtained and possesses all the necessary approvals, certifications and authorizations under the applicable law, to perform the Services and otherwise perform its obligations under the Agreement.

4. OBLIGATIONS OF CONCERN

4.1. CONCERN shall, subject to fulfillment of all the obligations by the Consultant as stipulated in this Agreement, pay the Fees as set out in Clause 4A hereinabove and in accordance with the terms and conditions of this Agreement;

4.2. To provide all the necessary/ relevant information that is required by the Consultant for efficient execution of the Services.

5. INDEMNITY

5.1. The Consultant shall indemnify and keep fully and effectively indemnified CONCERN, its affiliates, officers, agents and employees (together referred to herein as the **"Indemnified Party")** and each of them from and against all claims, losses, costs, injuries, damages and expenses that may be incurred by any of the Indemnified Party arising out of or as a result of or in connection with, or as a consequence of any breach of this Agreement, or any negligent act,

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error or omission by the Consultant, its affiliates, officers, agents and employees, or by virtue of the infringement of any intellectual property rights arising out of the use of any material furnished by the Consultant or in the provision of the Services by the Consultant.

6. TERMINATION

6.1. This Agreement may be terminated by CONCERN upon giving sixty (60) days prior written notice to the other party without assigning any reason.

6.2. Either Party shall be entitled to terminate this Agreement forthwith in writing in the event that the other Party: If either Party commits a material and continuing breach of its obligations under this. Agreement and fails to remedy the same (if capable of remedy) for a period of 15 days after written notice of the breach by the Other Party;

6.3. CONCERN can terminate this Agreement forthwith if the Consultant abandons the Services or is in fundamental breach of this Agreement.

6.4. This agreement may be terminated by either party, in case a winding-up decree has been obtained against the other party or the other party enters into liquidation or commits an act of bankruptcy or has an administrator or receiver appointed over the whole or any part of its assets.

6.5. Termination of this Agreement shall be without prejudice to the acquired rights and obligations of the parties existing at the date of termination (including the right to take action in respect of the circumstances giving rise to termination)

7. MISCELLANEOUS PROVISIONS:

7.1. FORCE MAJEURE

7.1.1. The parties hereto will not be liable for non-fulfillment of their respective obligations hereunder, if such non-fulfillment is due to an external, extraordinary and unforeseeable event such as strikes, riots, war, invasion, fire, explosion, floods, acts of government agencies or instrumentalities, and other contingencies of similar nature beyond the control of the party primarily affected.

7.1.2. The party primarily affected by the Force Majeure situation will promptly notify the other party of such a situation and its probable duration. Furthermore, the same party will use reasonable efforts to eliminate, cure and overcome the practical effect of any such causes upon its performance hereunder, and shall resume performance of such obligations as soon as practicable.

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7.2. RELATIONSHIP

The Parties to this Agreement have a principal-to-principal relationship with each other.

7.3. ASSIGNEMENT Rights and obligations from this Agreement may not be assigned to third parties without the written consent of the other party.

7.4. AMENDMENT Any terms, which amend or are supplementary to the terms of this Agreement, will be valid only if made in writing and duly signed by both the parties.

7.5. APPENDICES Any Appendices, approved and signed by both parties to the present Agreement are to be considered an integral part thereof.

7.6. SEVERABILITY If any provision contained in this Agreement is determined to be invalid or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provision will, nevertheless, be binding and enforceable, and the parties agree to substitute the invalid provision with a valid one, which most closely approximates the intent and the economic effect of the invalid provision.

7.7. WAIVER The failure to exercise any right under this Agreement will not be considered a renunciation of that right.

7.8. ENTIRE AGREEMENT This instrument contains the entire agreement between the parties and is merged herein with all prior and collateral representations, promises, and conditions in connection with the subject matter hereof. Any representation, promise or condition not incorporated herein shall not be binding upon either party and this agreement supersedes and is in lieu of all or prior agreement between the parties with respect to the subject matter hereof. Any modification of any provision of this agreement must be in writing and signed by authorized representatives of the parties hereto.

7.9. CONFIDENTIALITY

7.9.1 Both the Parties shall keep confidential all information related to each other or the other's affiliates including all information in written or unwritten form and whether or not specifically designed to be confidential. Such information may include, without limitation, information related to past, present, and/or future business activities, processes, techniques, business plans, formulations, products, testing, storage and other methodologies and norms, services,

CONCERN INDIA FOUNDATION ★ BANGALORE ★

trade secrets and other technical knowledge including the product briefs, samples, designs, work-in-progress and the fact and contents of and relating to this Agreement between the Parties, whether such information is disclosed by any party or becomes known during the term of this Agreement.

7.9.2 Both parties shall not disclose or use such confidential information for any other purpose other than the one for which it is disclosed without the prior written consent of the other save that either party shall be entitled to disclose the same as is required to be disclosed by a party by an order of any court of competent jurisdiction in connection with my proceedings of any such court or otherwise by force of law or regulation having the force of law or the rules of any regulatory authority.

7.10. LAW AND JURISDICTION This Agreement shall be governed by, and construed in accordance with the laws of India, notwithstanding the outcome otherwise determined by any conflict of law resolution method. Should the parties fail to reach an amicable settlement in case of a dispute arising out of the performance and/ or interpretation of the present Agreement, the parties submit to the exclusive jurisdiction of the competent Courts of Mumbai, State of Maharashtra, India.

7.11. CORPORATE GOVERNANCE Either Party represents that no benefit, either in cash or in kind has been provided/received by/ to any officer or employee, or any relative/associate of any officer or employees of the other Party or of any of its associate companies, in order to secure this Agreement and Consultant undertakes not to provide any benefit, either in cash or in kind to any such officer/ employee/relative/associate as reward or consideration either for securing this Agreement of any other matter related to this Agreement.

7.12. AGREEMENT IN COUNTERPART This Agreement shall be executed in two originals for the benefit of the Parties and each copy shall be the original as against the other.

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IN WITNESS WHEREOF, THE PARTIES HEREINAFOREMENTIONED HAVE AFFIXED THEIR SIGNATURES ON DATE MENTIONED ABOVE

FOR CONCERN INDIA FOUNDATION

Branch Manager

ACCEPTANCE

Name of the Organization: STEM Learning Company

Authorized Signatory: Executive Director/Secretary

Official Seal:

Date:

SCHEDULE I

List of Project Site

Schools Name:

1. Anjanadri Government High School
2. Shivanagr Government High School
3. Government high school, Gruhalakshmi Layout

Annexure 1 – Scope of Work

<table>
<tr><td>Key Project Activities</td><td>Description</td></tr>
<tr><td>Installation of MSC in Schools</td><td>• Facilitation of obtaining permission from concern authorities (Government or local key person if required) for the implementation of the program.
• Installation of Stem Lab in Schools. 80 models will be set up in Stem Lab.
• Ensuring infrastructure support on site from school in terms of power supply, furniture, space and cleanliness.</td></tr>
<tr><td>Teachers training</td><td>Organizing series of two training program for teachers
<table>
<tr><td>Training Part</td><td>For</td><td>Day / Hours</td><td>Topic Cover</td><td>Time line</td></tr>
<tr><td>1st Training</td><td>Teachers</td><td>1 day (6 to 8 Hours)</td><td>Introduce module how to teach students</td><td>In the month of September</td></tr>
<tr><td>2nd Training</td><td>Teachers</td><td>1 day (6 to 8 Hours)</td><td>Focus on problem solving</td><td>In the month of December</td></tr>
<tr><td>3rd Training</td><td>Teachers</td><td>1 day (6 to 8 Hours)</td><td>Revision</td><td>In the month of March</td></tr>
</table>
1st training for teachers at project level (Beginning of project) focusing on using various models for teaching students/ methodology / motivation / events organized every year under the program and expected role of teachers.

2nd training to discuss issues at school level focusing on problem solving and encouraging the use of MSC.</td></tr>
<tr><td>Monitoring & Evaluation</td><td>• Undertake M&E activities for baseline data.
• M&E Officers visit twice year.
• Reporting maximum usage of MSC by teachers.
• Reporting maximum usage of MSC and models by Students.</td></tr>
</table>

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	Re-evaluation: in the first month Final evaluation: at the end of the year
Maintenance	Maintenance – • Maintenance is for 3 years. This includes cleaning, servicing and replacement if any in 3 schools. • Maintenance for first year is free and the cost is for the next two years. • 1st year maintenance is inclusive in the set up cost from the. date of installation that will ensure the following. • Maintenance, cleaning, oiling and checking the models. • Under maintenance, models will be repaired for damages such as LED repairing, broken threads etc. • However, if the model is completely broken due to mishandling, it will not fall under the scope of maintenance. • Repairing will be done within 15 working days from the day of raised query

Expected Outcome:

1. Improved interest of students for learning science and mathematics by creating child friendly eco system which is fun and hence enjoyable.
2. Empowering teachers with easy teaching aids.
3. Improve regularity in conducting the science and math's class through better engagement of teachers in teaching.
4. Aptitude foundation laid for educational consolidation

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Annexure 2 – Budget

Improving experiential science learning (STEM) February 2024- March 2025					
Sr. No	**Proposed Expenditure**	**Unit**	**Amount per unit**	**Total Budget**	**Remark**
1	Science Lab (inclusive of tax)	3	383200	1149600	Science Lab setup in 6 schools. Each lab will include - 80 models, 80 users placards, 40 background with explanations, 1 safety placard, a teacher manual, and 1 banner, including all costs for transportation, installation etc
2	Infrastructure cost (for the refurbishment of the room) (Inclusive of Tax)	3	47200	141600	Cost of setting, shelves, tables, electrical fittings and any other necessary refurbishment in 6 schools
3	Training of teachers (2 sessions) (Inclusive of Tax)	3	41300	123900	Training will be conducted for all teachers in the school on how to use the lab in the classroom. 2 sessions will be conducted in 6 schools. The cost is inclusive of taxes
4	Maintenance	3	41300	123900	Maintenance is for 2 years. This includes cleaning, servicing and replacement if any in 6 schools. Maintenance for first year is free and the cost is for the next 2 years.
5	Assessment of progress	3	41300	123900	Baseline and End line assessments will be conducted of the students in 6 schools
	TOTAL		**554300**	**1662900**	

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Annexure 3 – Schools information

Sl.no	School Name	Google location	Head master name	Phone number	Name of the Science Teacher/School Incharge	Phone Number
1	Government High School, Gruhalakshmi Layout	https://maps.google.com/maps?q=13.027503967285156%2C77.497367858886 72&z=17&hl=en	Ms. Bharathi	9036483371	Ms. Shamala	9902910487
2	Government High School, Shivanagar	https://maps.google.com/maps?q=12.990314483642578%2C77.54677581787 11&z=17&hl=en	Ms. Mukambika Bhat	9448792963	Ms. Uma Bhai Bhat	8553124178
3	Anjanadri Government Aided High School	https://maps.app.goo.gl/RkNUvB7TAp8we7QL7?g_st=iw	Mr. Shiv Kumar	9901864162	Mr. Jagadishwarappa	9482348568

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