



महाराष्ट्र MAHARASHTRA

2022

38AA 629159

प्रधान मुद्रांक कार्यालय, मुंबई
प.म.वि.क्र. ८००००२९

29 NOV 2022

सक्षम अधिकारी

श्री. दिलीप गवई

Memorandum of Understanding

This MOU (or 'Agreement') is made on 5th December 2022 ('Effective date') between **Tenneco Automotive India Pvt. Ltd.** having its registered Office at 122, Sipcot Industrial Complex, Hosur, Tamil Nadu -635126, India hereinafter referred to as **"THE COMPANY"**

AND

SAMABHAVANA, an NGO working for Social Benefits of the underprivileged and discriminated Having its office at 6, Sumangal Co Op Housing Society, Sector 2, Airoli, Navi Mumbai -400708, Maharashtra Hereinafter referred as **'CSR Partner'**



Whereas **THE COMPANY**, under its Corporate Social Responsibility activities, has agreed to consider providing financial aid for the programmer "Samabhavana" for the project on "Mini Science Center" in Bawal, Haryana and Sanand, Gujarat.

Objectives of the Programme:

The main objective of the program is contributing to the well-being of the communities in which we live, work and play. To set up Mini Science Center in 10 Schools- 5 each in two locations (Bawal-Haryana & Sanand- Gujarat) by meeting their needs to positively impact the education quality of students & Teachers by working in partnership with CSR Partner to maximize the benefits to the community.

This MOU shall remain in force for a period of **one year from the 'Effective date'**, unless terminated earlier, in accordance with the provision of this MOU or unless the period is extended through a mutually agreed upon amendment to the MOU.

Scope of the Programme:

1. As per annexure
2. Project Monitoring
3. Project reporting according to CSR Provisions & statutory compliances etc.

In view of the above, the parties hereto agree as follows:

Roles and Responsibilities:

CSR Partner will be responsible for:

- Working with THE COMPANY to supply the requirement;
- Supplying the services to the agreed timescales and specifications;
- Communicating any constraints clearly to the COMPANY;
- Providing monthly, quarterly data and reports of the project to THE COMPANY.
- Providing project related data for filing CSR Compliance forms to THE COMPANY.
- Supplying financial information and relevant information in relation to subcontracts; and ensure timely payment to contractor and submit proper evidence for the same to enable us make further payment.
- Providing service delivery and performance information; and
- Ensuring there is no misuse of the utility provided and giving uninterrupted service to the deserving
-

THE COMPANY would be will be responsible for

- Working with CSR Partner to develop monitoring framework, activities and other deliverables;
- Identifying services for delivery and performance expectations;
- Assessing the level of need
- Communicating requirements clearly
- Design and approval of the branding



Accountability:

It is the responsibility for all partners involved within to share, inform and secure MOU within their own organisational governance arrangements and its full delivery. It will be each partner's obligation to highlight any discrepancy between their own governance arrangements and, as and when any discrepancy arises, so that any issues can be assessed and acted upon in a timely manner.

The Parties agree that they will consult and co-operate together in order to achieve the maximum benefits for the community. This co-operation will include the sharing of appropriate information and maintaining effective communication, where this will inform and improve the delivery of services and enhance the learning.

2. Construction of the MOU

1.1 The MOU shall be governed by and construed in accordance with the laws of India. 1.2 Notwithstanding anything herein contained, the nature of the MOU and its commitments are indicative in nature and THE COMPANY shall have the sole and absolute discretion to cancel, reduce or otherwise modify the budget at any time during the tenure of the MOU.

2. Budget & Expenses

2.1 Overall expenditure of the programme, shall not exceed the budget and would be as per Schedule-I.

2.2 All the expenditure shall be properly entered in to the books of account maintained by CSR Partner and with proper supporting bills/invoices.

3. Project Timeline/ Activity Sheet- Payment Schedule – Budget & Due Credit: Annexure 1, 2, 3 4 & 5.

3.1 Payment to be made within a week of submission of milestone completion report.

1. Monthly Report submission
2. Quarterly report submission
3. Monitoring visit by TAIPL CSR committee member/s

4. General provisions

4.1 Nothing contained in this MOU shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between THE COMPANY and CSR Partner.

4.2 CSR Partner shall be responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by CSR Partner whether or not in the course of running the program. CSR Partner would be solely responsible for the health, safety and security of trainees, such other persons, entities and their property during the course of the programme.

5. Amendment

5.1 In case any amendments are required to any part of the MOU, both THE COMPANY and CSR Partner shall agree to incorporate such amendments and implement the same in the field. The MOU shall be amended by written mutual consent of THE COMPANY and CSR Partner.



6. Termination

6.1 **THE COMPANY** may terminate this MOU, after giving a notice of **30 days** in writing to **CSR Partner**, Reasons for termination may be related in terms of the followings:

6.2 Unsatisfactory performance including incomplete work done/ no progress in the work found or non-performance of any obligation under this MOU.

6.3 Violation of any of the provisions specified in this MOU and/ or the Terms of Reference as may be communicated from time to time.

6.4. Upon a finding that **CSR Partner** is involved in any manner or form in corrupt practices or is found to be misappropriating the funds/ Assets, which belong to, or have been earmarked for the Project activities, **THE COMPANY** shall have a right to terminate this MOU forthwith.

7. Contractual Obligations

7.1 **CSR Partner** shall submit the progress of the beneficiaries and financial utilization reports for the purpose of the MOU at the end of each course.

8. Other Obligations

CSR Partner shall assist and organize the below in conjunction with **THE COMPANY**:

8.1 Effective communication about the project to **THE COMPANY's** staff.

8.2 Provide all necessary support and information for communication on **THE COMPANY's** website, internal publications, presentations to leadership etc.

9. Force Majeure:

9.1 If the performance of the MOU by either party is delayed, hindered or prevented or is otherwise frustrated by reason of **force majeure**, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the MOU by **CSR Partner** any event beyond the control of the parties to the MOU, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MOU. From the date of the notification, **THE COMPANY** shall at its discretion, either terminate the MOU forthwith or suspend the performance of the MOU for a period not exceeding 6 months.

10. Compliance of Law

10.1 We hereby represent and warrant that **CSR Partner** shall not, directly or indirectly through my/ our directors, partners, employees, agents or subcontractors, violate any applicable bribery laws in the United States, the United Kingdom, or India. In particular, we understand that it is illegal under the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act 2010 to give, offer or promise to give any government official, political party official or employee of a state-owned or controlled entity or other private person anything of value, directly or indirectly, to influence his or her judgment in the performance of official duties and it is illegal in India under the Prevention of Corruption Act, 1988, Indian Penal Code 1860, and other applicable enactments/ rules to give any bribery to any government or non-government personnel. In addition, at no time in the past have we taken such action. Should there be any breach of the foregoing, we shall (i) immediately return any donation and other payments, if any, that I/ we have received from **THE COMPANY**, (ii) immediately waive my/ our entitlement to any



outstanding donation and other payments ; if any, receivable from **THE COMPANY** , pursuant to any MOU/ MOU; and (iii) indemnify and hold **THE COMPANY** and its affiliated companies and their directors harmless from and against any losses, expenses, fines, penalties and damages arising there from, regardless whether such breach is discovered during or after the expiry of the term of this engagement.

CSR Partner further represents and warrants that, it shall comply with all applicable laws, regulations, directives, guidelines, rules, orders, conventions, ordinances and standards of the country, including, but not limited to, those relating to environmental matters, labour laws, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety.

CSR Partner further represents and warrants that:



- (i) It has obtained the required registrations/approvals under Sections 12A and 80G of the Income Tax Act, 1961;
- (ii) It has completed the requisite registrations / filed requisite returns under the Companies Act, 2013 and the rules made thereunder in relation to the subject matter of this Agreement;
- (iii) It has consistent and established track record of three years in undertaking Corporate Social Responsibility ('CSR') activities;
- (iv) Donations made to it under this MoU would qualify as eligible CSR expenditure under Section 135 of the Companies Act, 2013; and
- (v) The funds will be used only for the purposes set out herein; and
- (vi) It will provide all such documents/assistance as may be required by Tenneco for claiming income tax exemptions/deductions.
- (vii) Further, CSR partner undertakes to comply with TENNECO Code of Conduct and Ethics and other rules, regulations, documents and policies of TENNECO available at the website: www.tenneco.com (subject to review and change by TENNECO) in their relationship with TENNECO and / or any governmental or statutory authority. CSR partner agrees to indemnify TENNECO for all costs, expenses, losses and damage (including agreed professional fees) caused to TENNECO due to the noncompliance of the above Code of Conduct and Ethics and other rules, regulations, documents and policies of TENNECO by its or its consultants, associates and affiliates

We are fully aware and confirm that Tenneco Automotive India Pvt. Ltd. has engaged CSR Partner relying upon the above representations and warranties."

11. Settlement of disputes:

11.1 In the event that any dispute is not amicably settled between **THE COMPANY** and CSR Partner, all disputes arising between the parties shall be subjected to the jurisdiction of the Courts in Delhi only.

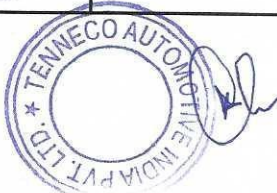


For and on behalf of The Company	For and on behalf of CSR Partner
Name : Praveen Kumar Singh	Name: Mr. Jasmir Thakur
Position/ Designation: Director	Position/ Designation: Secretary & E.O
Signature 	Signature  For SAMABHAVANA Secretary
Date :	Date :

Annexure 1

Project Timeline/Activity & Payment Terms:

Week/Month- Year	Activity	Closing	Payment
1 st Week of December-2022	MoU Signing	On Signing and Payment reflected	50% Advance
2 nd 3 rd Week of December	Design collateral received in cdr format and design sent for approval	Design Approved by Donor partner	
3 rd / 4 th Week of December -2022	School Identification.	School Identification report with Pictures + School Letter	
4 th Week of December to 2 nd Week of January 2023 from school identification & Closure.	Installation 25% on Installation report	Installation Report with Picture + School Letter	25%
3 rd /4 th Week of February 2023	1-Teachers Training Program. (TTP).	TTP report with Picture + School Letter	
1 st / 2 nd Week of March 2023 days from 1st TTP.	1 st Basic Monitoring & Evaluation (M&E).	M&E Report with Pictures	
2 nd / 3 rd week of March 2023	1 st Report	1 st Concise Report	15%



Post School Examination – 2nd/ 3 rd Week of April (depending of school availability)	Maintenance Report with Pictures & School Letter (If any replacement or repairing)	Maintenance Report with Picture + School Letter	
2 nd / 3 rd week of June 2023 (Depending on School reopening)	2 nd Teachers Training Program (TTP).	TTP report with Picture + School Letter	
1 st / 2 nd Week of July 2023	2 nd Monitoring & Evaluation (M&E).	M&E Report with Pictures	
1 st / 2 nd week of August 2023	Annual Final Report	Final Concise report	10%
Last week of August or 1 st week of September 2023	Utilization Certificate on Receiving the full payment.	CA Certified Account Report	

Annexure 2

Program Implementation strategy

- ✓ Number of schools from donor partner – 5 Schools each in 2 locations = 10 Schools.
- ✓ Geographical Location for school from donor partner- Bhaval (Haryana) & Sanand (Gujarat)
- ✓ Finalization and Signing of MoU & PO with donor partner
- ✓ Drafts send and approved of Design collateral from Donor Partner
- ✓ Team dispatched to set up the Mini Science Centre.
- ✓ Post Installation – dates will be fixed with school to undertake the 1st Teachers Training.
- ✓ Post 1st Teachers training after a period 45 to 60 days the 1st M&E will be undertaken
- ✓ Post 1st M&E – 2nd round of Teachers training will be undertaken to further demystify doubts and consolidate teachers training.
- ✓ Post 2nd Teachers training after a period 45 to 60 days the 2nd M&E will be undertaken
- ✓ Annual Maintenance at the end of academic year.
- ✓ Reports will be generated which will have documentary evidence post every major activity
- ✓ Annual Report
- ✓ Post final 10% Payment Utilization Certificate from Auditor will be provided



Annexure 3: Budget- Bawal- Haryana

RUPEES TWENTY-FIVE LAKHS FIVE THOUSAND TWO HUNDRED AND EIGHT SEVEN ONLY

Sr. No.	Particulars	Cost	Unit	Total
1	<u>MINI SCIENCE CENTRE</u> <u>80 MODELS + 80 USERS PLACARD+ 40 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL INCLUDES INSTALLATION, DELIVERY & 1st YEARS MAINTENANCE</u>	3,36,300	5 School	1,681,500
2	<u>TRAINING OF TEACHERS (TTP)</u> <u>2 Times Teacher Training Program will be conducted in 1 year</u>	41,300	5 School	206,500
3	<u>MONITORING & EVALUATION</u> <u>2 Times Monitoring & Evaluation Program will be conducted in 1 year</u>	41,300	5 School	206,500
4	<u>ANNUAL MAINTENANCE CONTRACT</u> <u>CLEANING SERVICING & IF REPLACEMENT (if any)</u>	Nil	5 School	-
5	<u>INFRASTRUCTURE</u> <u>SET UP OF PLATFORMS & ELECTRIC CONNECTIONS</u>	47,200	5 School	236,000
	Total	4,66,100		23,30,500
	NGO Admin Cost – 7.5%	34,957		1,74,787
	Grand Total	5,01,574		25,05,287



Annexure 4 Budget – Sanand – Gujarat

RUPEES TWENTY-FIVE LAKHS FIVE THOUSAND TWO HUNDRED AND EIGHT SEVEN ONLY

Sr. No.	Particulars	Cost	Unit	Total
1	<u>MINI SCIENCE CENTRE</u> <u>80 MODELS + 80 USERS PLACARD+ 40 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL INCLUDES INSTALLATION, DELIVERY & 1st YEARS MAINTENANCE</u>	3,36,300	5 School	1,681,500
2	<u>TRAINING OF TEACHERS (TTP)</u> <u>2 Times Teacher Training Program will be conducted in 1 year</u>	41,300	5 School	206,500
3	<u>MONITORING & EVALUATION</u> <u>2 Times Monitoring & Evaluation Program will be conducted in 1 year</u>	41,300	5 School	206,500
4	<u>ANNUAL MAINTENANCE CONTRACT</u> <u>CLEANING SERVICING & IF REPLACEMENT (if any)</u>	Nil	5 School	-
5	<u>INFRASTRUCTURE</u> <u>SET UP OF PLATFORMS & ELECTRIC CONNECTIONS</u>	47,200	5 School	236,000
	Total	4,66,100		23,30,500
	NGO Admin Cost – 7.5%	34,957		1,74,787
	Grand Total	5,01,574		25,05,287



Annexure 5: Due Credit of Tenneco

Samabhavana- STEM MSC ensures long term due credit as the MSC will be a permanent infrastructure in the school premises ensuring long term visibility and due credit - Starting from the entrance of the Centre to the backdrops and reference leaflet, the name and logo of the sponsor partner is inscribed. Each model is also labelled with the corporate partner's name and logo.

- 1) Gate Banner
- 2) Models & Model Charts
- 3) Teachers Manual

Final School List**HARYANA**

SI no.	School name	Principal name	Contact no	Block	DIST	State	Government	ROOM available
1	GSSS Banipur Bawal	Salini Pushit	9416179894	Bawal	Rewari	Haryana	Yes	Yes
2	GSSS Nangal Teju	Jagdish Kumar Yadav	8708922078	Bawal	Rewari	Haryana	Yes	Yes
3	GHSS Garshi baloni	Rampal Yadav	9466002799	Bawal	Rewari	Haryana	Yes	Yes
4	GSSS nagal sahbajpur	Manju Yadav	9416770438	Bawal	Rewari	Haryana	Yes	Yes
5	GSSS SANGWARI	Mr. Karamvir	9817910847	Bawal	Rewari	Haryana	Yes	Yes

GUJARAT

SI no.	School name	Principal name	Contact no	Block	DIST	State	Government	ROOM available
1	Adarsh pipan primary school	Paras Bhai	9824250215	Sanand	Ahmedabad	Gujarat	Yes	Yes
2	Sheth v.d.godhavi primary school	Shah ulpaben	9898623644	Sanand	Ahmedabad	Gujarat	Yes	Yes



3	Gibapura primary school	Meghana ben	9727782615	Sanand	Ahmedabad	Gujarat	Yes	Yes
4	Nidharad primary school	Dharmeshbhai patel	9106754346	Sanand	Ahmedabad	Gujarat	Yes	Yes
5	Manipur primary school	Sangita Ben patel	87339 13585	Sanand	Ahmedabad	Gujarat	Yes	Yes

