

## SERVICE AGREEMENT

This agreement is made and effective on this 20th day of March 2023, between:  
 United Way of Hyderabad incorporated in India, and having its registered office at Plot 54, Sagar Society, c/o Sathguru Management  
 Consultants Road #2 Banjara Hills, Hyderabad 500033, hereinafter referred to as "**UWH**" (which expression shall include its legal  
 representatives, successors in interest and assigns) of the First Part;  
 And  
**M/s. STEM Learning Private Limited** incorporated in India and having its registered office at 1205, Marathon Nextgen Campus,  
 Opposite G. K. Marg, Lower Parel West, Mumbai, Maharashtra - 400013. Hereinafter referred to as "**Service Provider**" (which  
 expression shall include its successors in interest and assigns) of the Other Part.

UWH and the Service Provider shall hereinafter collectively be referred to as the "**Parties**" and individually or severally as "**Party**".

Whereas:

### RECITALS

- A. UWH is a volunteer led, non-profit organization, established in 2010 to succour the underserved communities of Telangana & Andhra Pradesh. United Way of Hyderabad channelizes its effort in building community based and community -led solutions that strengthen the foundations of a good life: education, financial stability and health.
- B. The M/s. STEM Learning Private Limited is engaged in the business of **Science Lab Set Up** and has represented to UWH that it has the necessary skill and expertise and the qualified manpower required for providing the Services (defined here in below).
- C. UWH is desirous of engaging the Service Provider for the provision of the Services.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties intending to be bound legally, agree as follows:

### I. DEFINITIONS AND INTERPRETATION

Definitions: For the purposes of this Agreement, the following terms shall have the meanings set forth below unless otherwise specified:

1. "**Agreement**" shall mean this agreement and any and all schedules, annexures and exhibits attached to it or incorporated in it by reference.
2. "**Applicable Law(s)**" shall mean all means any national, state, provincial, local, municipal or other law, regulation, administrative order, constitution, ordinance, rule, bye-law, government approval, notification, order decree, principle of common law, statute, directive, guideline, requirement or other governmental restriction, and includes the rules, regulations and licences issued by any relevant authority, whether in effect as of the date of this Agreement or thereafter as applicable to the Services or the performance of this Agreement.
3. "**Deliverables**" shall mean and refer to such deliverables to be provided by either Party for the completion of Services and as fully described in Annexure – I.
4. "**Event Force Majeure**" shall mean and refer to such events or circumstances, which are beyond the control of the affected Party and which events could not have been reasonably foreseen or anticipated by the affected Party upon the exercise of due care and diligence, including but not limited to acts of God, earthquakes, floods, riots, lockouts, war, civil disturbance, fire, accidents, armed conflict, interruption or failure of any utility service including but not limited to electric service.
5. "**Intellectual Property Rights**" shall mean and refer to all rights and interests, vested or arising out of any patent, copyright, design, trade mark, trade secrets, trade dress, technology, know-how or goodwill, whether arising from common law or by statute, or any right to apply for registration under a statute in respect of those or like rights.
6. "**Services**" means the services fully described in Annexure – I.



Interpretation: In this Agreement (except where the context otherwise requires):

1. clause headings do not affect the interpretation;
2. references to any legislation shall include any statutory or other re-enactment or modification thereof (whether before or after the date of this Agreement);
3. where the context requires, words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
4. recitals shall form an integral part of the Agreement;
5. in the case of any conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Annexure to it and/or any Attachment, the provisions of this Agreement shall prevail; and
6. reference to a person includes companies or other bodies corporate as well as individuals, partnerships and all types of firms, associations and unincorporated bodies.

## **II. SERVICES, TERM AND RENEWAL**

1. Provision of Services: Subject to the terms and conditions of this Agreement, the Service Provider hereby agrees to provide Services to UWH, and UWH hereby agrees to avail such Services from the Service Provider as more fully described in Annexure – I *attached hereto* (“Services”) of the Agreement.
2. Term: This Agreement shall come into effect on the Effective Date. Unless terminated earlier in accordance with Article XI below, this Agreement shall continue for a period of **20<sup>th</sup> March 2023**, from the Effective Date (the “Term”) or on the completion of Services whichever is earlier subject to Article II Clause 1 above. Notwithstanding any provision to the contrary, unless mutually agreed, neither Party shall be entitled to terminate this Agreement during the Term for reasons other than those set out in Article XI below.
3. Renewal: This Agreement may be renewed subject to such terms and conditions as agreed to between both Parties to the Agreement in writing.

## **III. OBLIGATIONS**

4. Obligations of UWH: During the Term, unless otherwise agreed to in writing by the Service Provider:
  - (a) UWH may avail any services which are similar to the Services from any person including from the Service Provider; and
  - (b) UWH shall provide requisite access, information and all other support and assistance as may be reasonably required by the Service Provider from time to time in relation to provision of the Services.
5. Obligations of the Service Provider:
  - (a) The Service Provider shall perform the Services in compliance with the provisions of this Agreement and Applicable Laws. Service Provider shall, when requested, keep UWH informed of the progress and status of the Services and shall comply with all reasonable instructions given by UWH regarding the performance of the Services and should the Service Provider fail, in the reasonable opinion of UWH, to comply with its instructions or to meet the specifications required to conduct the Services, the Service Provider shall immediately rectify such failure at its own cost and expense and re-deliver/re-perform the Services at no additional costs to UWH.
  - (b) The Service Provider shall at all times conduct its affairs in accordance with Applicable Laws. The Service Provider shall at all times during the Term of this Agreement, and at its own cost and expense, keep valid and subsisting all requisite permission, consents etc., required for conducting its business under the Applicable Laws;

(c) The Service Provider shall provide the Services in a professional and diligent manner according to the highest standards acceptable in the industry and to the reasonable satisfaction of UWH. The Service Provider shall (i) retain and utilize a sufficient number of qualified personnel ("Personnel") to perform all such Services; and (ii) ensure that all Personnel who are deputed to perform the Services are appropriately trained and qualified to perform such Services. Provided however, in the event UWH is of the reasonable view with that the Personnel employed by the Service Provider do not meet the criteria specified hereinbefore, then UWH may inform the Service Provider, in writing. Upon receipt of the written notice, the Service Provider shall take appropriate action without adversely affecting or interrupting the Services.

#### **IV. CONSIDERATION AND PAYMENT**

1. **Consideration:** In consideration of the Services to be provided by the Service Provider under the terms and conditions of this Agreement, UWH agrees to pay to the Service Provider amounts as specified in Annexure- II *attached hereto* ("Consideration") to this Agreement.
2. **Invoice:** The Service Provider shall raise invoices for the amounts payable to it by UWH as per the payment terms mentioned in Annexure.
3. **Payment:** UWH shall pay undisputed invoice, by wire transfer, within 45 (forty-five) working days of receipt of the relevant invoice.
4. **Taxes:** All payments to be made by UWH to the Service Provider shall be subject to deduction of applicable taxes, levies and statutory dues as may be applicable under the relevant Laws. The Service Provider shall be responsible for and shall pay all taxes, duties, excises, assessments or other charges ("Taxes") of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services with the exception of Service Taxes. Further, UWH may, without prejudice to any other rights or remedies it may have, set off any amounts owed to it by the Service Provider against any amounts payable by it to the Service Provider.
5. **Disputed Invoices:** In the event UWH disputes one or more items in an invoice, UWH shall notify the Service Provider of the same in writing and such notice shall contain a reasonably specific description of the item(s) being disputed and the basis for the same. The Service Provider shall respond to UWH within 7 (seven) working days of receipt of the aforesaid notification. In the event that the Parties are unable to mutually resolve the dispute within a period of 60 (sixty) days of the receipt of the invoice by UWH, the Parties shall refer the matter for resolution by courts of Hyderabad, India as per Article XII Clause 2 below.

#### **V. REPRESENTATIONS AND WARRANTIES**

1. Each Party hereby represents and warrants to the other that – (a) it has all necessary corporate power, authority and capacity to conduct its business and to enter into this Agreement and execution and performance of this Agreement by it does not contravene, violate or constitute a default of, or require any consent or notice under any provision of any agreement or other instrument to which it is a party or by which it may be bound; (b) the execution of the Agreement and the performance of its obligations under this Agreement has been duly authorised and constitutes valid and binding obligation on its part and does not contravene, violate or constitute a default of, or require any consent or notice under any provision of any agreement or other instrument to which it is a party or by which it may be bound; (c) there is no litigation pending against it or, to the best of its knowledge, threatened against it, which questions the validity or enforceability of this Agreement or any of the transactions contemplated herein; and (d) no steps and/or legal proceedings are pending for the dissolution or winding up of UWH and/or the Service Provider.
2. The Service Provider specifically represents and warrants to UWH that:
  - (a) it shall implement, observe and comply in-toto with applicable requirements prescribed by Applicable Laws required for its business and while providing UWH with the Services, including but not limited to, (i) procuring or obtaining relevant registrations, licenses, permits and certificates etc.; (ii) revalidating or renewing promptly registrations, licenses, permits and certificate etc.; (iii) paying and remitting taxes, levies, fees, contributions etc.; (iv) obtaining and maintaining relevant insurances for its business; and (v) wherever applicable, producing for audit or inspection by the authorities the evidence of all the aforementioned. The Service Provider shall absolve UWH from any and all liabilities arising out of the Service Provider's non-compliance with Applicable Laws.

- (b) it acknowledges and agrees that its staff, employees, officers and personnel shall not, nor shall they be deemed to be at any time during the Term of this Agreement, the employees of UWH. The Personnel deployed by the Service Provider to provide the Services acting under the terms of this Agreement, shall be deemed at all times to be under the supervision and responsibility of the Service Provider. The Service Provider shall be solely responsible for disbursement of wages/salaries every month to the Personnel deployed by it to provide the Services. The Service Provider shall comply with all the statutory provisions including labour legislations applicable to the Service Provider, as amended from time to time. The Service Provider shall indemnify and hold harmless UWH against all claims, demands etc. that may be made on UWH for non-compliance of this Article.
- (c) While working on-site at UWH premises or offices, the Service Provider shall ensure that the resources allocated by the Service Provider shall comply with all policies regarding safety and security applicable to staff working at that site. In the event of any injury, illness or death of any employee or any other person, whether in the employment of the Service Provider/UWH or not and arising out of any act of the Service Provider, or any of its Personnel, any liability that may arise and / or accrue shall be that of the Service Provider only unless otherwise caused due to any act, negligence of UWH or personnel belonging to UWH. Where such injury, illness or death occurs, then the Service Provider shall indemnify and shall always keep UWH indemnified against all such claims arising from any such injury, damage and / or death and shall be liable to pay such compensation and / or any other sums for which UWH may have to pay to any third party and the Service Provider shall forthwith on demand or otherwise reimburse to UWH, as the case may be, all money, compensation, contribution, premium paid, or liable to be paid by it on account of the action and omission of Personnel/persons employed or engaged by the Service Provider.
- (d) it is understood between the Parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by him, while no right whatsoever shall vest in any such person (s) to raise any dispute and or claim whatsoever against UWH and UWH shall not in any manner be liable for any claim(s), statutory or contractual, whatsoever, of any such person(s) or any authority.

## VI. COMPLIANCE WITH ANTI-CORRUPTION AND PRIVACY LAWS

1. **Anti-Corruption Laws:** The Service Provider shall comply with, and will not cause UWH and its Affiliates, associates, directors, officers, shareholders, employees, representatives or agents worldwide to be in violation with any applicable anti-corruption regulation and notably without limiting the foregoing to any provision of the United States Foreign Corrupt Practices Act (the “FCPA”) and U.K. Bribery Act 2010. In light of the aforementioned, the Service Provider shall not, directly or indirectly, pay any money to, or offer or give anything of value to, any “**Government Official**” as that term is used in the FCPA, in order to obtain or retain business or to secure any commercial or financial advantage for UWH or for itself or any of their respective Affiliates. The Service Provider undertakes not to bribe government officials or any private companies or individuals, bribes having the following definition: offering, promising, or giving a financial or other advantage to another person where: (1) it is intended to bring about the improper performance of a relevant function or activity, or to reward such “**Improper Performance**” (as that term is used in the FCPA); or (2) acceptance of the advantage offered, promised or given in itself constitutes improper performance of a relevant function or activity.
2. **Privacy Laws:** The Service Provider shall comply with applicable laws of the territory where the services are being provided, regulation and codes relating to data privacy, personal data, trans-border data flow and data protection (collectively, the “**Privacy Laws**”) involved in handling any personal data and information related to UWH and its representatives.

## VII. INTELLECTUAL PROPERTY AND ASSIGNMENT

1. The Services Provider agrees and acknowledges that it has been engaged by UWH to provide the Services and that the deliverables, if any, to be provided to UWH by the Service Provider as a part of Services, in whatever stage of completion, shall be deemed a work made for hire/commissioned work made exclusively for UWH within the scope of the Service Provider’s engagement and shall automatically become the property of UWH upon creation together with all rights therein, subject to UWH making due payments to the Service Provider.
2. If and when required, the Service Provider shall assign to UWH the entire Intellectual Property in and to the deliverables as a part of Services (to the extent created and owned by the Service Provider pursuant to Applicable Laws).

## VIII. CONFIDENTIALITY

1. In carrying out the terms of this Agreement it may be necessary that one Party disclose to the other certain information which is considered by the disclosing Party to be proprietary and of a confidential nature. As used herein "**Confidential Information**" shall mean any and all information, know-how and data, technical or non-technical, concerning any deliverable provided as a part of Services, in any form or medium, which is disclosed under this Agreement. For the purpose of the Agreement, the Party receiving the Confidential Information shall be referred to as "**receiving Party**" and the Party disclosing the Confidential Information shall be referred to as "**disclosing Party**".
2. The receiving Party shall not use the Confidential Information for any purpose other than for purposes of performing its obligations under this Agreement and shall divulge the Confidential information only to those of its employees who have a need to know it as a part of the receiving Party's obligations hereunder and said employees shall hold the Confidential Information in confidence pursuant to this Agreement. The receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the disclosing Party. However, this shall not disallow either Party from making any such disclosure to the statutory or Regulatory Authorities or consultants for the purpose of performance of its obligations or exercising a right under this Agreement. Neither Party may disclose to any third party the existence or subject-matter of this Agreement until the completion of Services under this Agreement.
3. The obligations of confidentiality as provided in this Article VIII shall terminate after 7 (seven) years from the expiration or termination of this Agreement and shall impose no obligation upon the receiving Party with respect to any portion of the received information which (i) was known to or was in the possession of the receiving Party prior to the disclosure; or (ii) is or becomes publicly known through no fault attributable to the receiving Party; or (iii) is generated by the receiving Party independently of any disclosure from the disclosing Party as evidenced by documentation; or (iv) is required by law to be disclosed to government officials who shall be informed of the confidential nature of such information.
4. Upon expiration or earlier termination of this Agreement, the receiving Party shall, as the disclosing Party may direct in writing, either destroy or return to the disclosing Party all Confidential Information disclosed together with all copies thereof; provided, however, the receiving Party may retain one archival copy thereof for the purpose of determining any continuing obligations of confidentiality.

## IX. INDEMNITY

The Service Provider hereby irrevocably and unconditionally agrees to indemnify and hold UWH, its Affiliates and their respective officers, directors, employees and agents, harmless from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like which may be suffered or incurred directly, but not consequentially, by UWH, from (a) any misrepresentation or breach of any obligation, representation or warranty made by the Service Provider in this Agreement; or (b) non-fulfilment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Agreement by the Service Provider; or (c) any personal injury, death caused by any deliverable as a part of the Services or provision of Services under this Agreement provided that such personal injury, death is not caused due to default on the part of or suppression of any information/breach of Agreement by UWH or its Affiliates; or (d) any breach of intellectual property rights or claims of any third party against the deliverables provided to UWH as a part of Services; and/or (e) any other intentional or grossly negligent act or omission on the part of the Service Provider except in each case to the extent caused by UWH negligence or misconduct or breach of this Agreement.

## X. TERMINATION AND CONSEQUENCES OF TERMINATION

1. The Parties may by mutual written consent terminate this Agreement at any time. In this instance, the termination date shall be the date on which the Parties execute such mutual written intent of termination.
2. Either Party may terminate this Agreement by providing a notice of 24 (twenty-four) hours if an Event of Force Majeure has continued for a period of 30 (thirty) days or more and neither Party is able to be remedy such Event Force Majeure within such 30 (thirty) days.
3. Either Party may, in addition to any other remedies available to it by law or in equity, terminate this Agreement, in whole or in part as the terminating Party may determine effective upon written notice to the other Party, upon a Change of Control of the other Party. For the purposes of clarity, "**Change of Control**" shall mean an instance where a third party acquires at least 50% or more of the shares, capital stock or assets of a Party or such voting power which enables the acquiring third party to Control, direct and manage the business and the operation of the acquired party.

4. Without limiting any of UWH other rights and remedies hereto, at law, in equity or otherwise, the Service Provider will be in default of the terms of this Agreement, and this Agreement may be immediately terminated by UWH without incurring any liability whatsoever, in the event that the Service Provider breaches or fails to fulfill any obligations and agreements under this Agreement, including but not limited to adhering to standards set by UWH for the deliverables to be provided by the Service Provider as a part of Services and/or not adhering to the timelines prescribed for such deliverables, and such breach or failure has not been cured within 30 (thirty) days of written notice from UWH.
5. This Agreement may also be terminated by UWH without any cause and without incurring any liability by providing the Service Provider with a prior written notice of 15 (fifteen) days.
6. On expiry or earlier pre-determination of this arrangement, the Service Provider shall have no claim whatsoever against UWH (including for any balance remuneration for unfinished portion of the deliverables as a part of Services as on such expiry/ termination date), except for the remuneration that remains unpaid by UWH in respect of that portion of the Services completed and accepted by UWH till then.
7. Termination of the Agreement under this Article will not prejudice any rights and liabilities of either Party, which have arisen/accrued on or before the date of termination. The provisions of Article I (Definition), Article V (Representation and Warranties), Article VIII (Confidentiality), Article IX (Indemnity), Article XI Clause 12 (Dispute Resolution), Article XI Clause 1 (Notices), Article X Clause 7 (Survival), as are applicable or relevant thereto, shall survive for 5 (five) years from termination of this Agreement.

## **XI. MISCELLANEOUS**

1. **Notices:** Any notice or request expressly provided for or permitted under this Agreement shall be written in English, delivered manually or by registered mail or courier and shall be deemed sufficiently given if and when received by the Party to be notified at its address set forth below:

### **To UWH:**

Attention: Rekha Srinivasan, Chief Executive Officer,  
 Address: ALEKHYA SWARNA, 2<sup>nd</sup> floor  
 Plot no. 409, SAROJINI NAIDU NAGAR  
 Guttala Begumpet Village, Madhapur  
 Serilingampally Mandal-Ranga Reddy District –Hyderabad,  
 500082, India Tel +91 040-40042010/11

With a copy to: the General Counsel at the address on the first page

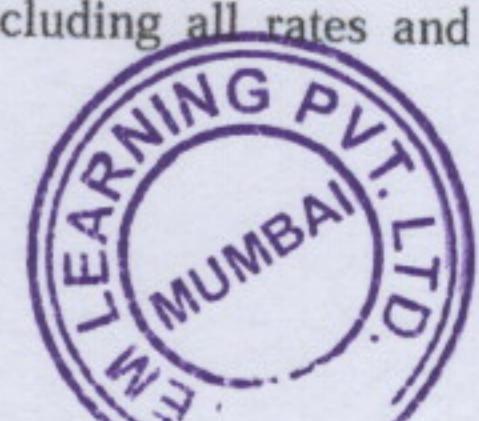
### **To Service Provider:**

Attention: M/s. STEM Learning Private Limited  
 Address: 1205, Marathon Nextgen Campus,  
 Opposite G. K. Marg, Lower Parel West,  
 Mumbai, Maharashtra – 400013

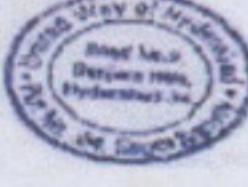
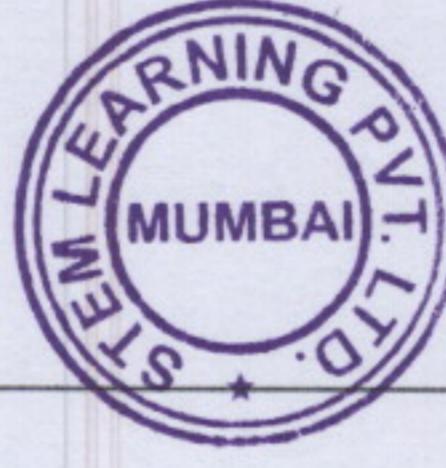
or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Clause, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents.

2. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes prior negotiations, representations, or agreements, either written or oral.
3. **Amendment, Modification and Waiver:** No amendment or modification to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by each of the Parties.
4. **Severance of Terms:** If any provision in this Agreement becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement shall not, so far as possible, be affected by the severance.

5. **Successors and Assigns:** The provisions of this Agreement shall ensure to the benefit of and be binding on the Parties and their respective successors and legal heirs (including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party) and legal representatives
6. **No Third Party Beneficiaries:** This Agreement is not intended to create any rights in any person or entity who is a Third Party, and no such rights are created hereunder.
7. **Non-Exclusivity:** Nothing in this Agreement shall be deemed to limit in any way the right of UWH from seeking the Services as stipulated hereunder from other third party(ies).
8. **Assignment:** The Service Provider shall not assign, or otherwise transfer any of its rights or obligations under this Agreement (including without limitation the Services to be performed hereunder) or utilize the services of its Affiliate to complete its obligations hereunder, without the prior written consent of UWH, which consent shall not be unreasonably withheld, conditioned, or delayed. The Service Provider may subcontract the Services to a third party, however, such subcontracting shall not absolve the Service Provider of its obligations under this Agreement. The Service Provider shall remain responsible for all acts and omissions of its subcontractor. Further, the Service Provider shall (a) execute its contracts with any such assignee or sub-contractor in line with this Agreement; and (b) be liable to UWH for the non-compliance of Applicable Laws or non-performance of the obligations under this Agreement by such assignee or sub-contractor. Notwithstanding anything contained hereinabove, UWH may assign, subcontract or otherwise transfer any of its rights or obligations under this Agreement (including without limitation the Services to be performed hereunder), without the prior written consent of the Services Provider.
9. **Records and Audit:** The Service Provider shall keep and maintain all appropriate registers and records, and provide UWH access to audit these registers and records from time to time.
10. **Publicity:** The Service Provider shall not issue any information, document or article for publication in any news or communications media or make any public statement in relation to this Agreement without the prior written consent of UWH unless required to do so by applicable law. Without prejudice to the foregoing, any press release concerning the Service Provider shall be coordinated between the Parties.
11. **Governing Law and Jurisdiction:** This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India. Subject to Article XII Clause 12, the Parties submit to the exclusive jurisdiction of courts at Hyderabad, India.
12. **Dispute Resolution:** This Agreement and all questions of its interpretation shall be construed in accordance with the laws of India. Except as otherwise specifically provided in this Agreement, the following provisions apply if any dispute or difference arises among the Parties arising out of, in connection with or relating to this Agreement (a "Dispute"). A Dispute will be deemed to arise when one Party serves on the other Party a notice stating the nature of the Dispute (a "Notice of Dispute"). The Parties agree that they will use all reasonable efforts to resolve among themselves, any Disputes arising out of or relating to this Agreement through negotiations. Any Disputes which could not be settled by the Parties through negotiations, after the period of 30 (thirty) days from the service of the Notice of Dispute, shall be referred to and finally resolved by courts of Hyderabad, India, which shall have the jurisdiction to try any Dispute arising out of this Agreement.
13. **Independent Contractors:** UWH and the Service Provider are independent contractors and will not be considered as joint ventures, partners, agents or employees of each other and nothing contained herein will be deemed to constitute an employer-employee, agency, association, partnership or similar relationship.
14. **Counterparts:** This Agreement may be executed by the Parties in 2 (two) separate counterparts each of which when so executed and delivered shall be an original, but both the counterparts shall together constitute one and the same instrument.
15. **Payment Terms and Conditions:** The payment of fees will be made after the deliverables including all rates and Taxes.



IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE EFFECTIVE DATE BY THE SIGNATURE OF THEIR RESPECTIVE REPRESENTATIVES.

For United Way of Hyderabad,	For M/s. STEM Learning Private Limited
Authorised Signatory	Authorised Signatory
Name: Rekha Srinivasan	Name: Mr. Nagdev
Designation: Chief Executive Officer	Designation: Corporate Relationship Manager
Place: Hyderabad	Place: Mumbai
<b>For UNITED WAY OF HYDERABAD</b>  <i>Rekha S.</i> <b>Authorised Signatories</b>	<b>For STEM LEARNING PVT.LTD</b>  <i>Nagdev</i> <b>Authorised Signatory</b>

Annexure 1

Science lab setup at karmanghat and Gungal Schools				
S.no	Description	Cost per Unit	Quantity	Price
1	MINI SCIENCE CENTRE - "80 MODELS + 36COLOURFUL BANNERS, 1 PLACARD + 1 TEACHERS MANUAL"	284830	2	569661
2	TRAINING OF TEACHERS IN SCHOOL - TRAINING 1st YEAR - 2 VISIT	35000	2	70000
3	MONITORING & EVALUATION IN SCHOOL - "Total - 2 visit 1st YEAR"	35,000	2	70000
4	INFRASTRUCTURE IN SCIENCE CENTRE - "SET UP OF PLYWOOD PLATFORM AND ELECTRIC POINTS"	35,000	2	70000
				0
Sub total				₹779,661
GST- 18%				₹140,339
Total				₹920,000
Rupees Nine Lakhs Twenty Thousand Only				

**Payment Schedule: -**

- 1.) Total agreed amount for this contract is Rs 9,20,000/-
- 2.) These rates are inclusive of GST and all other applicable taxes, TDS & charges
- 3.) Payments will be made subjected to disbursements of the funds by the donor.
- 4.) Payment Terms and Conditions:
  - 70% Payment will be released upon signing the agreement
  - 30%- payment will be released after completion work.
- 5.) Timeline for closing: **20<sup>th</sup> March 2023 to 31<sup>st</sup> March 2023**
- 6.) The Location for the Above-Mentioned Activities will be shared by **Mr. Bhanu Prasad – 99512 88917**
- 7.) Extension may obtain in case of any genuine reasons under unavoidable circumstances
- 8.) All other terms and deliverables mentioned in the Quotation remain unchanged.
- 9.) M/s. STEM LEARNING Pvt Ltd. has to submit GSTR-2 on request of UWH team,

