

AGREEMENT (“AGREEMENT”)

DATED 01/11/2021

BY AND BETWEEN

Hemant Panpalia

(“IMPLEMENTOR”)

AND

Hemant Panpalia

(“CONTRIBUTOR”)

AGREEMENT

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This Agreement ("Agreement") is made as of the 01/11/2021

BY AND BETWEEN

Hemant Panpalia, a Trust and having its office at 1206/C, Ashok Tower CHS Ltd Dr. B. Ambedkar Road , Parel, Mumbai hereinafter referred to as the "Implementor", (which expression shall, unless excluded by or repugnant to the subject or context, include its successors and permitted assigns) or (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Trustees or Trustee for the time being of the said Trust) or of the One Part;

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AND

Hemant Panpalia, a Section 8 Company and having its office at 1206/C, Ashok Tower CHS Ltd , Dr. B. Ambedkar Road Parel, Mumbai, hereinafter referred to as the "Contributor" (which expression shall, unless excluded by or be repugnant to the subject or context, include its successors and assigns) of the Other Part.

The Implementor and the Contributor shall individually be referred to as the "Party" and collectively as the "Parties".

WHEREAS;

- A. The Implementor herein has an established track record in undertaking similar projects/programs as contemplated herein and has successfully made a positive contribution to the society through high impact social welfare initiatives.
- B. The Implementor has registered itself on truCSR Portal ("Portal") owned and managed by Green Scarf Management Consultants Private Limited ("GSMC") wherein it has uploaded and made available all details and information in respect of certain Project(s) / Program(s), budget and the implementation plan in respect thereof ("Project/Program") with an objective to promote and raise funds for the same.

- C. The Contributor being desirous of undertaking its Corporate Social Responsibility under the provisions of Companies Act, 2013 and the rules and regulations framed thereunder,, has also registered itself on the said Portal. For the said purposes, the Contributor's CSR Committee ("said CSR Committee") has perused the Selected Project/Program alongwith its implementation plan and budget made available by the Implementor and all other information and details sought from the Implementor and has selected the same in pursuance of its CSR Philosophy and Policy, details whereof along with its budget and implementation plan ["Selected Project(s) / Program(s)"] are more particularly set out in Schedule I appended here under.
- D. The Contributor vide its Board Resolution dated <<RESOLUTION DATE>> has agreed to contribute a sum of Rs.34600/- (Rupees Thirty Four thousand Six hundred only) to the Implementor. The Board Resolution dated <<RESOLUTION DATE>> inter alia approving the grant of the aforesaid contribution and Agreement for the Selected Project/ Program is hereto annexed and marked as Annexure - #01.
- E. The Parties have agreed to enter into these presents on the terms and conditions as set out hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1 Definitions:-

- (a) "Act" shall mean and include all the provisions of the Companies Act, 2013 and rules and regulations framed thereunder and that shall be framed from time to time under the Companies Act, 2013 and any amendments thereto.
- (b) "Applicable Law" means any and all applicable provisions of any (a) constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances or orders of any Governmental Authority, and (b) Governmental Approvals, and (c) orders, decisions, injunctions, judgments, awards and decrees of or agreements with any Governmental Authority and "Applicable Laws" shall be construed accordingly
- (c) "Confidential Information" shall mean and include any information which relates to the financial and/or business operations of the Contributor, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, including, but not limited to, information related to the Contributor's shareholders, directors, employees, customers, products, processes, financial condition, intellectual property, manufacturing techniques, experimental work, trade secrets etc. All such Confidential Information is and shall remain the exclusive property of the Contributor and the Implementor

will not acquire any rights to that confidential information.

- (d) "Contribution Amount" shall mean an amount of a sum up to Rs. .34600 which the Contributor has agreed to provide to the Implementor for the implementation of the desirous Project/Program.
- (e) "CSR Activities" shall include and mean all activities as set out under Schedule VII of the Companies Act, 2013.
- (f) "CSR Committee" means the Corporate Social Responsibility Committee of the Board referred to in Section 135 of the Companies Act, 2013.
- (g) "CSR Policy" relates to the activities to be undertaken by the company as specified in Schedule VII to the Act and the expenditure thereon, excluding activities undertaken in pursuance of normal course of business of a Company.
- (h) "GSMC" shall mean Green Scarf Management Consultants Private Limited, being a private limited company incorporated under the Companies Act, 2013 having Corporate Identification Number (CIN) U74999MH2019PTC329820 and its registered address at 46, Bajaj Bhavan 4th Floor Jamnalal Bajaj Marg, 226 Nariman Point Mumbai Mumbai-400021.
- (i) "Project Documents" shall mean all the manuals, records, registers, consents, approvals, permissions and all other documents maintained by the Implementor exclusively in relation to the implementation and progress of the Selected Project/Program.
- (j) "Project Monitoring Report" shall mean the report containing the progress, status and amount spent towards the implementation of the Selected Project/Program based on various parameters and in accordance with the terms of this Agreement.
- (k) "said Portal" shall mean and include the electronic platform viz. www.trucsr.in owned and managed by GSMC and all its applications, software and content available thereon.
- (l) "Project/Program" shall mean the proposal(s) uploaded on the said Portal by the Implementor for procuring the Contribution Amount required for implementing the Project/Program, mentioning inter alia the project cost, implementation schedule, target beneficiaries from the Project/Program etc.;

- (m) "Schedule(s)" means the Schedule(s) to this Agreement and which forms an integral part of this Agreement.
- (n) "Selected Project/Program" shall mean the proposal as selected by the Contributor out of the Projects/ Programs uploaded on the said Portal by the Implementor for procuring the Contribution Amount required for implementing the Selected Project/Program, mentioning inter alia the project cost, implementation schedule, target beneficiaries from the Project/Program etc. the copy of the same is annexed herewith as Schedule I;
- (o) "Taxes" shall mean and include all present and future taxes, levies, imposts, duties or charges of a similar nature whatsoever imposed or exempted by any Authority.

2 Representations and Warranties:-

2.1 By the Contributor:-

2.1.1 That the Contributor is entitled to enter into this Agreement and that the information/disclosure made available by it on the said Portal and any prior or subsequent information or explanation furnished by the Contributor is true, bona fide and accurate in all material respects.

2.1.2 That the Contributor has in compliance with the provisions of the Act validly constituted the CSR Committee and passed the Board Resolution dated <<RESOLUTION DATE>> under which the Contributor had agreed to contribute the Contribution Amount to the Implementor towards the Selected Project / Program.

2.1.3 That the Contributor is financially sound to undertake its Corporate Social Responsibility as per the provisions of the Act and is neither insolvent nor any insolvency proceedings are initiated against it till date.

2.1.4 That the Contributor undertakes to comply with the terms of this Agreement.

2.2 By the Implementor:-

2.2.1 The Implementor represents that it is duly incorporated and validly existing under the Laws of India and is in compliance of all Applicable Laws and possesses all statutory approvals and compliances for the execution of this Agreement and for implementation of the Selected Project/Program.

2.2.2 The Implementor represents that there are no Project/Program (s) and/or any matters in relation thereto where any actions, suits or proceedings whether civil or criminal in nature pending or threatened against it save and except those disclosed by the Implementor on the said Portal.

2.2.3 The Implementor represents that it has not/is not engaged in any activities which are of moral turpitude, illegal in nature and in breach of any of the Applicable Law, rules and regulations.

2.2.4 The Implementor represents that it has the necessary infrastructure, experience and assistance of high reputes alongwith appropriate content, technical inputs, skilled personnel and instruments required for implementation of the Selected Project/Program;

2.2.5 The Implementor represents that all the information posted and that which will be posted from time to time on the said Portal by the Implementor is/ shall be complete, true, accurate and not misleading and that the description, details and the respective images as uploaded of the Selected Project/Program are not deceptive and that any prior or subsequent information or explanation furnished by the Implementor to the Contributor is/

shall be true, bona fide and accurate in all material respects.

2.2.6 That the Implementor represents that it has at all times abided by stipulations, covenants terms and conditions stipulated in any of its prior or existing agreements / agreement's / arrangements and/or any other documents including but not limited to any undertakings and affidavits executed by it and has till date neither violated nor received any notice for violation of the aforesaid documents which will prejudice the Selected Project/Program in any manner whatsoever and/or prevents it from entering into this Agreement;

2.2.7 The Implementor represents that save and except the financial support for the Selected Project/ Program as disclosed by the Implementor on the said Portal the Implementor has not taken any financial support for the Selected Project/ Program from the Contributor during the financial year in which proposal is being submitted;

2.2.8 The Implementor represents that there is no employee and employer or principal and agent relationship between the Implementor and the Contributor nor they are in any manner related/affiliated to one another;

2.2.9 The Implementor represents that it shall not make any variations in the Selected Project/Program alongwith its implementation plan detailed in Schedule II, unless mutually agreed in writing.

3 Contribution Agreement:-

3.1 The Contributor relying on the representations and

warranties as furnished by the Implementor has agreed to contribute the Contribution Amount amounting to a sum of Rs. 34600 in aggregate ("Contribution Amount") for the Selected Project/ Program in the mode and manner as set out in Schedule II appended hereunder and consequently the Implementor agrees and undertakes to use the Contribution Amount for the Selected Project/Program strictly in accordance with the terms and conditions hereunder.

4 Pre-Disbursement Requirements:-

4.1 The Implementor shall comply with the following conditions prior to each disbursement of the Contribution Amount:

4.1.1 Submission of certified copy of the board resolution of the Board of Directors/ Board of Trustees of Implementor inter alia for the appointment of its authorized representative thereby authorizing such representative(s) to act on its behalf;

4.1.2 Submission of an undertaking from that it shall submit the Project Report(s), Audit Report(s), self certified documents obtained by the independent entities in respect of the Selected Project/Program and all other relevant documents as recorded under this Agreement.

4.1.3 Submission of a declaration-cum-undertaking by the Implementor that no fees or any other charges whatsoever on any account shall be levied on the beneficiaries under the Selected Project/Program.

4.1.4 Any other requirements as may be prescribed by the Contributor on a case to case basis.

4.2 The Implementor shall comply with the following project specific pre-disbursement conditions prior to each disbursement of the Grant Amount:

4.2.1 Specific pre-disbursement conditions to be complied with by the Implementor prior to disbursement of the first installment or one-time payment as the case maybe:

(i) Execution of this Agreement between the Contributor and the Implementor.

4.2.2 Specific pre-disbursement conditions to be complied with by the Implementor prior to disbursement of the subsequent tranches after the First installment or the one-time payment as the case maybe, which shall be:

(i) Submission of duly certified utilization certificates by an tilizati chartered accountant, thereby certifying tilization of the funds for that stage as prescribed in Schedule II hereunder from the total Contribution Amount towards the Selected Project/Program, by the Implementor;

(ii) Submission of audit reports of the funds disbursed by the Contributing Partner thereby demonstrating that the said funds have been duly utilized towards the Selected Project/Program;

(iii) Submission of Progress Reports to the Contributor on a regular basis in the prescribed format for the approved expenditure;

(iv) Furnishing of a Declaration-cum-certificate by the Implementor thereby declaring and certifying that Selected Project/Program is being implemented as per the Selected Project Proposal as approved by the Contributor;

(v) Furnishing of an undertaking from the Implementor thereby undertaking that the Contributor shall have the discretion to conduct checks and audits in respect of the Selected Project/Program.

(vi) Any other clause as may be prescribed on a case to case basis

5 Mode and Manner of Contribution:-

5.1 It is agreed between the Parties that the Contribution Amount shall be disbursed by the Contributor in installments linked to the stage wise manner of the implementation of the Selected Project/Program as set out more particularly in Schedule II appended hereunder

OR

Simultaneously on the execution of this Agreement, the Contribution Amount shall be disbursed by the Contributor to the Implementor as one-time payment.

5.2 It is expressly clarified that by the Implementor, that the Contribution Amount

5.2.1 shall be disbursed by the Contributor as per the Schedule II only; and

5.2.2 shall be utilized by the Implementor solely for the implementation of the Selected Project/Program and shall not be used for any other purpose including the payment of any outstanding loan or debt due to any other person.

5.3 The Parties agree and confirm that the payment of the Contribution Amount shall be made by the Contributor through the payment system generated on the said Portal under which the Contribution Amount shall be disbursed by the Contributor into a separate / designated bank nodal account and upon verification of the details thereof and the Contribution Amount shall be credited

into the account of the Implementor as may be specified for the purposes of the Selected Project / Program.

5.4 The Parties agree and confirm that in the event of any shortcoming on part of the Implementor to perform/implement the Selected Project/ Program or its inability to not perform as per the scope of work and targets set out in Schedule II and/or there is non-performance or breach of any of the terms and conditions of this Agreement, the Contributor shall have a right to revise and/or reduce and/or withhold the Contribution Amount or any part thereof and/or to terminate this Agreement as set out in Clause __ hereinabove at its sole discretion.

5.5 The Parties agree that in the event the Contribution Amount is revised and/or reduced and/or withheld as stated herein above, then the release of the remaining Contribution Amount shall be made solely upon the discretion of the Contributor and only upon remedying of the unsatisfactory work and on resolution of the all outstanding queries by the Implementor to the satisfaction of the Contributor.

5.6 In the event, the Implementor is desirous of making any variations in the implementation plan as set out in Schedule II the same shall be agreed upon by both the Parties in writing, and in such an event it is expressly agreed that all the others terms and conditions of this Agreement shall remain subsisting and binding on both the Parties and the same shall be modified only to the limited extent of the amended Schedule II.

5.7 In the event, the cumulative disbursements made to the Selected Project/Program are in excess of the expenditure actually incurred for the Selected Project/Program as per the implementation plan under Schedule II and/or the cumulative disbursements made are not utilized for a period of more than 3 (Three) months by the, Implementor, then the Contributor shall be entitled to either (1) continue with the Implementor utilizing the

excess contribution and/or (2) deduct the excess expenses from future installments to be disbursed to the Implementor, if any and/or (3) utilize the excess amount towards any other mutually acceptable project/ program..

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5.8 The Parties hereby expressly agree and confirm that in the event the Contributor is contributing more than 100% (one hundred per cent) of the Contribution as envisaged by the Implementor for the Selected Project / Program, then during the term of this Agreement the Implementor shall, only after obtaining the prior written consent of the Contributor be at liberty to apply and/or obtain further contributions and/or any loan from any third party in respect of the Selected Project /Program.

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6 Project Monitoring and Reporting: -

6.1 The Implementor shall at all times monitor the implementation of the Selected Project/Program and ensures its smooth implementation. The Implementor shall at its sole responsibility ensure that no adverse impact is created on the Selected Project/Project and shall not be entitled to outsource the monitoring and the implementation of the Selected Project/Program.

6.2 The Implementor agreed and confirms to post regular updates, photographs and information on the said Portal in respect of the Selected Project/Program from time to time and shall periodically upload the progress report as per the format provided hereto in Schedule IV alongwith the certificates confirming progress from independent entities and the end use certificate certifying the utilisation of the Contribution Amount on the said Portal.

6.3 The Contributor shall be entitled to supervise from time to time the progress of the Selected Project/Program by doing such acts, deeds and things including conducting evaluation visits and

the Implementor will facilitate and co-operate with Contributor for the same.

6.4 The Implementor shall assess the impact of the Selected Project/Program and prepare a comprehensive final completion report of the Selected Project/Program along with supporting documents which shall be submitted by the Implementor on the said Portal within one month of Selected Project/Program being incorporated, thus providing all details like scope of work met, objectives attained, outcome and impact, financial details, details of the number of beneficiaries, testimonials, significant change stories, major learning and recommendations made by the Implementor for the perusal of the Contributor.

7 Accounts, Records and Audit:-

7.1 The Implementor shall maintain all accounting records and documents to account for the Contribution Amount received from the Contributor.

7.2 The Implementor will furnish a quarterly accounting statement of funds received and their utilization to the Contributor on the letterhead of the organization duly signed and stamped by the authorized representative of the Implementor and other important accounts, documents, records, reports but not limited to bank statements/balance sheets as and when requested by the Contributor within a reasonable time frame of 15 days subject to extension of further 15 days only.

7.3 The Implementor shall quarterly upload the accounts and audit reports in respect of the Selected Project / Program on the said Portal. If the Contributor finds any errors or inaccuracies in the accounts & records maintained by the Implementor, the Implementor shall, within 30 days of a written demand served by the Contributor, carry out suitable rectification, if any in its accounts

& records, and inform the Contributor of the same and/or otherwise. In the event the discrepancies as stated in the written demand are not rectified then the Contributor shall have a right to terminate this Agreement in the manner as stated in clause __ hereinabove.

8 Annual Audited Accounts of the Implementor: -

8.1 The Implementor will submit annual audited accounts along with an auditor's certificate within 1 month of finalization for each of the financial years covered by the Selected Project/Program during which the Contributor is making the contribution.

8.2 The annual accounts shall be signed by the authorized person of the Implementor and be certified by practicing chartered accountant. This account should bear a certificate from the auditors confirming the total receipt and expenditure in respect of the Implementor.

9 Tax Aspects: -

9.1 Tax Benefits: The Implementor shall provide all necessary documentation to the Contributor in order to avail income tax benefits under Section 80G / 35 AC of the Income Tax Act or other Applicable Laws as the case may be, which is available to the Contributor in light of the Contribution Amount made by the Contributor to the Implementor.

10 Implementor Covenants by the Parties: -

10.1 By the Implementing Party

10.1.1 That the Implementor shall not raise any objection and render its full co-operation if the Contributor decides to collaborate with other companies for undertaking Selected Project / Program in such a manner as the; Contributor may deem fit.

11 Role and Responsibility of the Implementor: -

11.1 The Implementor shall comply with all the terms, conditions and obligations set out in this Agreement in the following manner: -

11.1.1 That the Implementor shall undertake to implement the Selected Project / Program with utmost due diligence, efficiency and with due regard to the judicious use of funds contributed by the Contributor.

11.1.2 That the Implementor and its staff, and any persons, associations, institutions engaged by it shall ensure optimum level of efficiency, due diligence and performance for the purposes of implementation of the Selected Project/ Program;

11.1.3 That the Implementor shall take full responsibility for all the acts and omissions of its staff and any persons, associations, institutions engaged by it for the purposes of implementation of the Selected Project/ Program;

11.1.4 The Implementor shall undertake and confirm to intimate the Contributor within a reasonable time frame of 15 (fifteen) days of any such disclosure/information which it perceives to have a negative/ adverse impact on the Selected Project/Program and/or the Selected Project/ Program implementation plan in respect thereof;

11.1.5 Prior to seeking the respective installment, the Implementor, shall submit all necessary information and relevant documents so as to enable the Contributor to ascertain that the installments disbursed out of the aggregate of the Contribution Amount has been utilized as per the Selected Project/ Proposal and it's implementation plan to the absolute satisfaction of the Contributor and the Implementor.

11.1.6 That the Implementor shall not undertake any activity and/or utilize the Contribution Amount or any part thereof for any other Project/Program and/or activities towards the expenditure incurred which is not in any way related or beneficial to the Selected Project/ Program.

11.1.7 That no part of the Contribution Amount shall form a part of the profit of the Implementor in due course of its activities;

11.1.8 That the Implementor shall at all times abide by the Pre-Disbursement Requirements as set out in clause __ hereinabove;

11.1.9 That the Implementor shall at all times abide by the all the terms and conditions of this Agreement and other agreements/deeds/documents executed in pursuance thereof and ensure that it does not violate any covenants, conditions and stipulations of any of its existing agreements.

11.1.10 That the Implementor shall not raise any objection and render its full co-operation in the event the Contributor decides to enter into an agreement or collaborate with any other companies which are desirous of undertaking payment of the balance Contribution Amount towards the Selected Project/Program.

11.1.11 The Implementor shall guarantee the correct and complete performance of all its obligations and responsibilities under or in connection with this Agreement.

11.2 The Implementor shall comply with and implement the Selected Project/Program as per the implementation plan detailed in the Schedule II appended hereto.

11.3 The Implementor represents that the information given in the Project/ Program / Implementing Plan / Schedules and any prior or subsequent information or explanation furnished on the said Portal by the Implementor to the Contributor is and shall be true, bona fide and accurate in all material respects.

11.4 The Implementor shall ensure that it has valid exemptions under Section 80G and/ or other relevant provisions under the Income Tax Act during the term of this Agreement.

11.5 The Implementor shall be responsible to perform the Selected Project/Program with the best care, skill and diligence in accordance with best practice in the relevant industry, profession or trade.

11.6 The Implementor shall notify the Contributor immediately in writing if, at any time, it becomes aware that any of the representations or warranties set out in this Agreement is no longer correct or of any circumstance or event which would, or is likely to have a material adverse effect on the Project or of any material loss or damage which the Implementor may suffer due to the occurrence any likely event;

11.7 The Implementor shall notify the Contributor immediately in writing if, at any time, it becomes aware that any proceedings whether civil or criminal in nature has been initiated against the

Implementor and if any notice making any demands, claims of any costs, expenses, penalties etc. on the Implementor is served.

12 Limitation of Liability of the Contributor:-

12.1 In no event shall the Contributor be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under statute, contract, and tort or otherwise under this Agreement.

12.2 The Contributor will not be responsible in any manner whatsoever for the actual implementation of the Selected Project/Program. The Contributor will also not be responsible for any claim, damage, loss or harm that is caused to any person or property due the implementation or non-implementation of the Selected Project/ Program. It is clarified that the role and obligation of the Contributor will be confined only to providing the Contribution Amount.

13 Conflict of Interest:-

13.1 The Implementor itself and/or its staff, agent, director, trustee, officers etc. or its personnel nor agent shall engage in any business or professional activities,, which conflict with or could potentially conflict with the object of the Selected Project/Program.

14 Indemnity:-

14.1 The Implementor shall indemnify, protect and save the Contributor and hold the Contributor harmless from and against all claims, losses, costs, damages, expenses, penalties, action suits

and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the Implementor and itself and representatives, officers, agents contractors and/or staff etc. on account of breach of the terms and conditions of this Agreement, and/or if the representations, warranties, covenants and/or if there are any statements by the Implementor are found to be false or misleading, third party claims arising due to infringement of Intellectual Property Rights, death or personal injury attributable to acts or omission of the Implementor, violation of statutory and regulatory provisions of the Applicable Laws.

15 Term and Termination:-

15.1 Term

This Agreement shall be deemed to come into force with effect from<<....>> and shall be valid and effective till <<....>>, unless renewed by mutual consent in writing of the Parties prior to expiry of this Agreement, upon such terms and conditions as may be mutually agreed between the Parties.

15.2 Termination

The Contributor reserves the right to terminate this Agreement before the expiry of Term upon serving a notice of 15 days to the Implementor in the following events as set out hereinafter:-

- 15.2.1 unsatisfactory performance of the Selected Project/Program by the Implementor;
- 15.2.2 the Implementor is involved in corrupt practices or misappropriation of any funds or assets;
- 15.2.3 the Implementor has violated any of the provisions of this Agreement and any Schedules __ to __ appended hereto; and/ or
- 15.2.4 the Implementor has been served with any notice or if any litigation/proceedings are initiated against and by the Implementor.

The Implementor reserves the right to terminate this Agreement before the expiry of Term upon serving a notice of 15 days to the Contributor in the events of non-payment of Contribution as per the agreed terms.

15.3 Consequence of Termination:-

Upon Termination of this Agreement as set out in clause <<...>> hereinabove,

The Contributor shall be entitled to stop any further disbursements of the Contribution Amount in terms of the Schedule I despite if any is due. However, the Contributor on demand by the Implementor may at its sole discretion decide to pay any such Contribution Amount to the Implementor to implement the Selected Project/ Program and/or perform any of its commitments related to the Selected Project/ Program up to date of termination.

- 15.3.1 The Implementor shall submit full accounts of the Selected Project/Program in writing taking into account all receipts and payments and commitments incurred from the commencement of the Selected Project/Program up to the termination. The Contributor or its representative may carry out an audit of the accounts of the Implementor of this Agreement along with the expenditure of accounts in respect of the Selected Project/Program.
- 15.3.2 The Implementor shall return all of Contributor's Confidential Information, or at the Contributor's option destroy any remaining Confidential Information and certify that all such information has been returned and no Confidential Information is withheld by the Implementor.

16 Intellectual Property Rights:-

16.1 Nothing contained in this AGREEMENT shall be construed as granting to the Implementor, a license, right to use or interest in any intellectual property, logo, trademark, commercial mark or goodwill of the Contributor unless mutually agreed by the Parties in writing.

17 Confidentiality:-

17.1 The Implementor shall treat all information, which is disclosed to it as a result of the operation of this Agreement, as Confidential Information, and shall keep the same confidential, maintain secrecy of all such information of confidential nature and shall not, at any time, divulge such or any part thereof to any third party except as may be compelled by any court or agency of competent jurisdiction, or as otherwise required by law, and shall also ensure that same is not disclosed to any person voluntarily, accidentally or by mistake.

17.2 The Implementor shall undertake to ensure that the obligations mentioned herein shall be informed and enforceable against all employees, agents, sub-contractors, assignees who have access to Confidential Information. The Implementor's obligations under for the purposes of this Agreement shall extend to the non-publicizing of any dispute arising out of this Agreement.

17.3 In the event of disclosure of Confidential Information to a third party save and except as stated in clause <<...>> hereinabove, the Implementor shall reasonably endeavor to assist the Contributor in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

17.4 This Clause shall survive the termination of the Agreement.

18 Notices:-

18.1 Except as otherwise provided under this Agreement, all notices, demands or requests or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be deemed to have been duly given when received by the designated recipient. Written notice may be delivered in person or be dispatched via postal means and addressed as follows:

To the Contributor

Attention: <<.....>>

<<.....>>

<<.....>>

<<.....>>

To the <<.....>>

<<.....>>

<<.....>>

<<.....>>

19 Use of the Contributor's Logo, Images and Trademarks:-

19.1 The Implementor agrees not to use the name or logo of the Contributor for any internal or external communication including but not limited to poster, mailer, employee engagement collateral, channel collaterals, outdoor/ advertising materials, radio/ television script and visuals, white paper, case studies, presentations in any

public forum and/or any interview, unless prior written consent for the same is obtained from the Contributor.

19.2 The Implementor hereby authorizes the Contributor to use its name or logo for any internal and/or external communication with respect to the Selected Project/Program and the Contributor's engagement under corporate social responsibility with the Implementor.

20 Press Release:-

20.1 The Implementor agrees that it shall not use information about this contribution of funds by the Contributor for marketing purposes through its newsletter, press releases or through its website or make any public announcements or press release in relation to the subject matter of this Agreement, or its existence without the prior written consent of the Contributor.

21 General Terms:-

21.1 Compliance with Applicable Laws of India:

The Implementor shall undertake to observe, adhere to, abide by, comply with and keep the Contributor informed about all laws/rules/regulations including legal and statutory compliances, Government Regulations and Guidelines, compliance of labor laws and other laws in force or as are or as made applicable in future, pertaining to or applicable to them, the Selected Project/Program and all purposes of this Agreement and shall indemnify, keep indemnified, hold harmless, defend and protect the Contributor and its officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the

above and all other statutory or regulatory obligations arising there from.

21.2 Force Majeure: The Parties to this Agreement shall not be held liable in the event of Force Majeure, or any other unavoidable event that prevents the parties from carrying out its duties, roles and responsibilities under this Agreement pursuant to judicial orders, regulatory provisions, war (declared or undeclared), terrorist acts, general mobilization, earthquakes or any other natural disaster and strikes. If the event of Force Majeure continues for a period of more than <<....>> days, the Contributor shall be entitled to terminate this Agreement at any time thereafter without notice. However, the Implementor shall not have the right to terminate the Agreement and shall continue to perform their obligations as far as possible under this Agreement, unless otherwise directed by the Contributor in writing.

21.3 Disputes: If any dispute arises between the parties hereto in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in Mumbai, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the parties.

21.4 Governing Language: All correspondences and other documents pertaining to this Agreement shall be in English only.

21.5 Governing Law: This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Mumbai in India.

21.6 Assignment and Transfer

The Implementor shall not have the right to assign any of its rights, benefits or obligations under this Agreement.

21.7 No Partnership or Agency: Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

21.8 Amendments: This Agreement may not be amended, modified or altered except by written consent of the other Party.

21.9 Waivers: Nothing herein shall be construed as a waiver of any right or a condition under this Agreement unless it is done expressly in writing. No course of dealing or failure of any party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. Waiver by either party of any default by the other party shall not be deemed a waiver of any other default.

21.10 Schedules: All Schedules hereto shall be deemed to form an integral part of this Agreement.

21.11 Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, but all such counterparts together constitute but one and the same document.

IN WITNESS WHEREOF, the parties authorized representatives have executed this AGREEMENT as of the date written above.

SIGNED:

SIGNED:

For and on behalf of

Hemant Panpalia

For and on behalf of

Hemant Panpalia

Schedule I:

Selected Project / Program Proposal

(Please provide the complete objective and the scope of work for the Selected Project / Program. Please clearly state the geography of impact, beneficiary category, expected beneficiary count [direct and indirect], expected project duration)

This should be exactly as per the Project / Program uploaded on the Portal as selected by the Contributor

Schedule IV

A. Periodical Project Progress Report

Periodical Project Progress Report

1. Project Details

INSTRUCTIONS: Complete the following table with details of the project.

Name of the partner	<Partners to insert the name of their organization>
Sector	<Choose a sector><Choose a sector>
Project name	<Insert title of project>
Location	<Specify the state and district where the project was undertaken >
Reporting period	<Insert the period covered by the report (Please refer to quarter as the financial quarter and not project quarter)
Report compiled by	<Insert the name and designation of the person who prepared this report>
Date submitted	<Insert date>

2. Summary of the achievements of the quarter

INSTRUCTIONS: Insert a one paragraph summary of progress and major accomplishments (if any) during the reporting period. (Please be precise in the detailing and use the below bullet points. If activities can be bucketed, please do so appropriately)

- a. <Test>
- b. <Test>
- c. <Test>

3. Activities & Outputs

INSTRUCTIONS: Complete the following table for each activity in the project (see example below). Describe your progress with the activity and the outputs generated. Choose a status for each activity (achieved, in progress, challenges or not started). Please mention the activity as per the approved milestones mentioned in the Agreement.

<Activity 1>¹

Status	Choose an item.
Objective	<Insert the objective of the activity>
Milestone achievement	for <Insert the milestone for achievement as pre-approved>
Progress	<Describe your progress with the activity>

Outputs created

<List the outputs that have been created from the activity>

1Please replicate as required

4. Impact

INSTRUCTIONS: Complete the following table with the latest results for your key indicators. Focus on outcome / goal indicators if possible, rather than activities and outputs which are already described in the previous section. Choose a status for each indicator (achieved, in progress, challenges or not started).

Indicator	Baseline	Target	Result as of <date>	Status
[EXAMPLE] Percentage of tribal actually attending the sessions	23%	95%	55%	In progress
				Achieved
				In progress
				Challenges
				Not started

5. Engagement with partners & stakeholders

INSTRUCTIONS: The following table summarizes organization's relationship with key partners and stakeholders involved/associated in the project during the reporting period:

Partner / Stakeholder	Relationship update

6. Stakeholder Participation & Feedback

Stakeholder participation: Please describe how key stakeholders, particularly local beneficiaries, have been involved in the project, (which can include project/program design, implementation, monitoring, evaluation, and reporting. Do not include partnership issues, which is covered in the above section.

Stakeholder feedback: Using the table below, summarize any key stakeholder feedback, be sure to explain how it will be handled in the Recommended Follow-Up column. If there is no feedback, then leave blank. Be sure to update any pending action from previous feedback.

Stakeholder Feedback Summary				
Feedback (Clearly indicate whether it is a complaint or positive feedback)	Date	Priority <u>H</u> igh, <u>M</u> edium, <u>L</u> ow	Recommended Follow-Up (Write "NA" if not applicable. If applicable, explain what, who, and when the follow-up will occur)	Closure Date
1.				
2.				
Add rows as needed....				

7. Program Visibility

INSTRUCTIONS: Please indicate how visibility was generated for this program. Please list down all the activities undertaken to create visibility of the program. Please do mention any such activities which are also a part of the regular program implementation model

8. Challenges faced and lessons learnt

INSTRUCTIONS: Complete the table below with challenges that were encountered during the reporting period and the lessons learned. Include any solution that you plan to implement in the next reporting cycle.

Challenge	Lessons learnt / solutions devised

9. Budget

INSTRUCTIONS: Provide a summary of the expenditure during the reporting period compared to the original budget and expenditure to-date. Explain any discrepancies or changes to the budget.

Project Quarterly Fund Utilization						
Q1/Q2/Q3/Q4 Budget Allocated (₹)___	Q1/Q2/Q3/Q4 Budget Utilization (₹)	% of budget t utilize	Funds Underspent/ Overspent if	Annual Budget (₹)	% of budget utilized (₹)	

		d	any ²		
			(₹)		

2In case of underspend/overspend, please state the reason behind the same. Please mark N/A if not applicable.

Underspend/Overspend (please specify)	Details

Project Fund Utilization Till Date						
FY xxxx-xxxx (₹)	YTD ³ expenses (₹)	% of budget		Total Program Budget (₹)	Total Expenditure (₹)	% of budg et
XX/Month/XXXX						

3Year to date. This will be updated every quarter

10. Report Annex

- Quarterly statement of accounts/expenditure
- TORs (terms of reference) for any key assignments, such as technical assistance, an evaluation, a baseline survey, etc. (if applicable)

- Case Study – if possible, a case study can be useful information for future assessment. A case study is a detailed descriptive narrative of individuals, communities, or events illustrating how the project/program is having an effect locally, what that effect is and if it is in line with intended results. The case study can be supplemented with photos, (sent separately).
- Project Photographs - Relevant photographs⁴, letters, commissioned studies, reports, etc.

By checking this box, I certify that:

- ☐ All expenditures have been only made in support of the stated purpose of the grant.
- ☐ I am authorized to submit this report on behalf of (Name of the organization) and that I have examined the foregoing statements and to the best of my knowledge they are true, correct, accurate and complete.
- ☐ I have submitted the quarter report of the program"s expenditures with this progress report for the corresponding time frame as requested by National Payments Corporation of India (THE CONTRIBUTOR).

Name:

Designation:

Date:

-

4Please note:

- Photographs have to be high resolution images with a minimum resolution of 1920x1080
- Minimum DPI of 300
- Minimum files size between 2-5MB

B. Annual project report:

Annual Project Report

Annual project report should be in alignment with project objective, goal, implementation plan and impact proposed. Kindly use photographs, charts and graphs to depict and explain the impact and process of the project. The framework of the project report format is as below. (Name of the organization) can add necessary relevant information in addition to below framework.

- A. Introduction of NGO
- B. Contents of the report
- C. Message from head of the organisation about the project
- D. Mission of the organisation
- E. Project brief
- F. Project objective
- G. Project process flow
- H. Key activities conducted during the year
- I. Project impact¹
- J. Major successes / challenges
- K. Project monitoring strategy
- L. Impact generated²
- M. Case studies
- N. Learnings and key observations
- O. Beneficiary Speak
 - a. Feedback from the end beneficiary and stakeholders
- P. Learnings of the Program Year and process changes if any for next year of operations (if applicable)
- Q. Resource and financial management
- R. Budget and utilization statements³
- S. Way forward
- T. High resolution project photographs⁴

Cumulative impact created by the interventions during the project year. Please use trends wherever possible to show quarter-on-quarter correlation of impact and progression/regression

²Please include baseline v/s present data. Please show correlation to the targets presented to the CSR Committee

³Please attached audited financial statements on the letterhead of the CA/Audit firm

⁴Please note:

- Photographs have to be high resolution images with a minimum resolution of 1920x1080
- Minimum DPI of 300
- Minimum files size between 2-5MB

Implementer

Contributor