

उत्तर प्रदेश UTTAR PRADESH

CZ 058089

### Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into this 10 day of August 2016 by and between:

Tech Mahindra Foundation, a company registered under section 8 of the Companies Act, 2013, having its Registered Office at Oberoi Gardens Estate, Chandivali, Off Saki Vihar Road, Andheri (E), Mumbai-400 072, (hereinafter called the "Foundation", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and assigns) represented by its Authorized Signatory-Dr. Loveleen Kacker-CEO, Tech Mahindra Foundation

AND

Banasthali Vidyapith, P.O. Banasthali Vidyapith-304022 (Rajasthan), Banasthali Vidyapith, registered under Section 28 of the Societies Registration Act, 1958, Registration No. 54 of 1950-51 and notified as an Institution deemed to be University, by the Government of India vide its notification No. F.9-6/81-U.3 dated 25 October, 1983 under Section 3 of the UGC Act, 1956 having its registered office at Banasthali Vidyapith (hereinafter called the "The implementing Agency",

*Signature*  
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which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns), represented by its Vice Chancellor, Prof. Aditya Shastri.

Whereas, the Implementing Agency, has submitted to the Foundation a project proposal for supporting cost of construction for "School of Nursing". The details of the project proposal and budget are given in the **Annexure-I**.

AND WHEREAS, the Foundation having considered the proposal, has agreed to give a grant for the above-mentioned Construction for School of Nursing Project subject to the following terms and conditions:

NOW THIS MOU WITNESSTH AS UNDER:

1. This MOU shall be valid for a period, **01-09-2016 to 31-12-2018**.
2. The Foundation agrees to give a Grant, a sum of Rs. 50000000.00 (*in words Five Crore only*) to the Implementing Agency. The amount will be disbursed in six installments as per the Budget approved by the Foundation for a period of 2 years as per the following details:

(Rs. in Crore)

S. No.	Stages	Full Contract Value of Rs. 5.00 Crore		Funding by TMF-FY 2016-17	Funding by TMF-FY 2017-18	Funding by TMF-FY 2018-19
		Percentage payment	Amount proposed			
1	Grant given within 5 days after signing the agreement	5%	0.25	0.25	-	-
2	Grant for Mobilization and Up to Plinth and Column Beam structure for first floor slab)	15%	0.75	0.75	-	-
3	Grant For First Floor Slab and Plastering (after completion up to Plinth and structure for first floor slab)	20%	1.00	-	1.00	-
4	Grant For Second Floor Slab (after completion up to First Floor Slab)	20%	1.00	-	1.00	-

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5	Grant For Brick, Electrical, Plumbing Work, Plastering Work	20%	1.00	-	1.00	-
6	Grant for Balance Work: Flooring, Flush doors, SS Railing, Structural Glazing, Aluminum, Texture Paint etc	20%	1.00	-	-	1.00
<b>Total</b>			<b>5.00</b>	<b>1.00</b>	<b>3.00</b>	<b>1.00</b>

3. The **Annexure-I** which contains the proposal from the Implementing Agency which is an integral part of this MOU. In case of any contradiction between the Annexure and the main text of the MOU, the provision of the MOU shall prevail.
4. The Implementing Agency hereby assures the Foundation that the Implementing Agency is a legal and valid organization and is in existence as on the date of this Agreement. The Implementing Agency assures the Foundation and agrees that it shall comply with all applicable laws/rules/regulations.
5. The Implementing Agency having satisfied the qualifying conditions under the Sections 80-G and 12A to avail contributions, will provide valid certificates/details, as applicable, under the aforesaid Sections including a Certified Copy of the Permanent Account Number, at the time of execution of this MOU. The Implementing Agency shall be responsible for their timely renewal and agreed to provide, on its own, the certified copies to the Foundation.
6. The Implementing Agency shall be Liable to follow all the stipulated government regulations related to the Books of Account and be governed by their Accounting Process.
7. The Foundation reserves the right to vary, amend and /or stop any contribution, in full or any part of it, if the Foundation, at its sole discretion, determines that the programme is not being implemented as per the MOU or that any part of the contribution (a) has not been used or is not likely to be used for the approved purposes or (b) has been misused or misappropriated or (c) is likely to be misused or misappropriated or/and (d) if there is any delay in the timely submission of any of the Reports contemplated in this MOU. In that case, the Foundation reserves the right to ask the Implementing Agency to refund the contribution to the Foundation in part or full.

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8. The Implementing Agency agrees that volunteers recommended by the Foundation can work on an honorary basis in the programme on tasks approved by the Implementing Agency and under administrative control of implementing Agency.
9. The Implementing Agency agrees that the CEO of Tech Mahindra Foundation- Dr. Loveleen Kacker will be on the Managing Committee of the Tech Mahindra School of Nursing's Managing Committee.
10. If any force majeure conditions occur which prevent either side from performing its obligation under this MOU, it shall forthwith inform the other about the existence of such conditions.
11. If any conditions occur which prevent the Implementing Agency from performing its obligations under this MOU, it shall inform the Foundation immediately and the Foundation will assess the implications and take the final decision.
12. The Implementing Agency shall perform its obligations under this MOU with highest standards expected from it.
13. The Implementing Agency agrees/acknowledges that this Project is for non-commercial and charitable purposes and for the benefit of the community at large and not for any commercial benefit.
14. Banasthali Vidyapith agrees to name the Nursing School as 'Tech Mahindra School of Nursing' or any other name as suggested by the Foundation. Banasthali further agrees to put a plaque prominently displayed at the entrance of the Centre acknowledging the generous financial assistance by the Foundation. The plaque will bear prominently TMF logo as per the colors and guidelines used by the Foundation as per the sample given below:



15. The Tech Mahindra Foundation will not be responsible for any unforeseen incident, accident that may arise during the construction.
16. The Tech Mahindra Foundation will not be responsible for any inferior quality of construction material used by Implementing Agency which may at any further stage cause any damage.

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17. The term of the MOU shall commence on the Effective Date and shall continue for an additional period of [two] years unless otherwise terminated earlier by Tech Mahindra Foundation by giving reasonable notice to Implementing Agency.
18. During the term of this MoU, and for a period of one (1) year immediately following the termination of this MoU, Implementing Agency shall not knowingly make an offer of employment to any officer, partner or employee of the other who is involved with the efforts under this MoU, without prior written approval of Tech Mahindra Foundation.
19. Implementing Agency shall treat any and all information shared under this MOU including but not limiting to financial information and the content of this MoU as Confidential Information. Implementing Agency shall not disclose any Confidential Information to any third party without the consent of the other party or use such Confidential Information except to the extent necessary to carry out obligations for which it is been provided. This obligation does not apply if (a) it is or becomes generally available to the public; or (b) is independently developed by the other party without the use of such disclosed materials; or (c) has been acquired through a third party who is not obligated under this MoU; or (d) was already in its possession prior to the date hereof or (e) if the party is required to disclose by operation of law. The obligation shall survive three (3) years after the termination of this MoU. Parties acknowledge that the confidential information is valuable and unique. In case of breach, Tech Mahindra Foundation shall be entitled to injunctive relief in addition to all other remedies available in law or equity including monetary damages.
20. Notwithstanding anything to the contrary in this MoU or any other document signed between the Parties regarding the subject matter of this MoU, either prior or subsequent to this MoU, in no event shall Tech Mahindra Foundation be liable for any loss of profits or revenue, or loss or inaccuracy of data or for any direct, indirect, incidental, special or consequential damages incurred by Implementing Agency.
21. Unless otherwise agreed upon by the parties, Sections 17, 18 and 19 shall have binding effect and survive expiry/termination of this MoU for a period of one (1) year.
22. This MOU shall be construed in accordance with and governed by the laws of India. Any and all disputes pertaining to this MoU shall be subjected to the exclusive jurisdiction of the Pune Courts.

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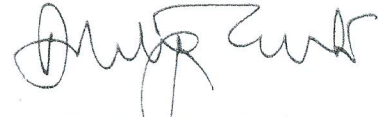
SIGNED for and on behalf of  
Tech Mahindra Foundation



**Name:** Ms. Ritu Baurah  
**Designation:** Sr. Consultant  
Tech Mahindra Foundation

Date: 10<sup>th</sup> August 2016.

SIGNED for and on behalf of  
Banasthali Vidyapith



**Name:** Prof. Aditya Shastri  
**Designation:** Vice-Chancellor  
Banasthali Vidyapith

Date: 10 August, 2016