

AGREEMENT FOR GYNARJAN CSR PROJECT

This agreement for Gynarjan CSR Project (hereinafter referred as "Agreement") is entered into on this the **1st December, 2020 at Bangalore,**

By and between

ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST, a trust duly constituted under the laws of India, having its office at M/s. Aditya Birla Fashion and Retail Limited KH No. 118/110/1. Building 2, Divyasree Technopolis, Yemalur Post, Off HAL Airport Road, Bengaluru-560037, represented herein by its trustee, Mr Ashish Dikshit (hereinafter referred to as "**ABFRJKT**" which expression shall, where the context so requires or admits, mean and include all the trustees, executors, administrators, representatives and permitted assigns), of the ONE PART;

AND

RASHTREEYA SIKSHANA SAMITHI TRUST, a trust duly constituted under the laws of India, with registered office at R.V. Teachers' College Building, II Block, Jayanagar, Bengaluru-560011 represented by its Hon. Secretary, RSST Sri. A.V.S. Murthy, (hereinafter referred to as "**RSST**" which expression shall, where the context so requires or admits, mean and include the executors, administrators, representatives and permitted assigns), of the OTHER PART;

The expressions **ABFRJKT** and **RSST** may also be severally referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

WHEREAS,

- 1) **ABFRJKT** is a public trust established in order to implement community initiatives and CSR projects of Aditya Birla Fashion and Retail Limited; **ABFRJKT** has an approved budget for projects relating to education for the under privileged children and is therefore desirous of providing Free Specialized Coaching Program for the students studying in Class X and preparing for Karnataka Secondary Education Examination Board (KSEEB), studying in Class XI (Science) & XII (Science) preparing for Karnataka Pre-University Board (KPUB), Common Entrance Test (CET), National Eligibility Cum Entrance Test (NEET) every year for over a period of 10-12 months ("**Project**");
- 2) **RSST** is engaged in offering quality education and have come forward to identify meritorious students in various schools and colleges (who have been deprived of professional coaching and due to lack of proper guidance are unable to succeed in competitive exams due to their financial and social backwardness) and execute and manage the Projects for **ABFRJKT**.

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- 3) **ABFRJKT** has engaged **RSST** to execute and manage the Projects in various schools and colleges across different locations within Karnataka as identified by **ABFRJKT** from time to time and both the parties are now desirous of recording the agreed terms and conditions set out in the AGREEMENT below:

Now this Agreement witnesses as under:

1. Scope of the Agreement and engagement of RSST

- 1.1 **ABFRJKT** has engaged **RSST**, effective from **9th November, 2020** ("Project Commencement Date"), to execute and manage the Projects (as detailed in Annexure-I annexed hereto) for **ABFRJKT** at various schools and colleges across different locations in Bangalore, Karnataka as identified by **ABFRJKT** from time to time in accordance with the terms and conditions set out herein below and **RSST** has agreed to the same. **RSST**, shall extend the Project to any other state in India, if requested by **ABFRJKT**.
- 1.2 **RSST** shall be responsible for successful implementation and management of the Project and shall be accountable to Mr. Ashish Dikshit, Chairman, **ABFRJKT** through Dr. Pragnya Ram, Group Executive President, Corporate Communications & CSR. The project would be closely monitored by **ABFRJKT** through its trustees.
- 1.3 The certificates of completion to be given to the eligible student shall be jointly signed by Smt. Rajashreeji Birla, Chairperson, the Aditya Birla Centre for Community Initiatives & Rural Development & Dr. Purushottam Bung, Director of R.V. Institute of Management.
- 1.4 **RSST** shall ensure that the Grant provided by **ABFRJKT** shall be used only for the Project as detailed in Annexure- 1 hereto, and shall not be used, or transferred to any other party or for any other purpose.

2. Term

The Term of the Agreement shall be for a period of 7 (seven) Months, having commenced from 1st Nov 2020 which shall expire on 31st May 2021.

3. Core Project Management Implementation Committee

A Core Project Management Implementation Committee comprising of 2 members from **ABFRJKT** and 1 member of **RSST** already formed will oversee the implementation of the Project and also to provide continuous monitoring & guidance support.

4. Monetary Support and Mode of payment

- 4.1 **ABFRJKT** shall provide monetary support ("Grant") to **RSST** for implementing the Project. **ABFRJKT** shall be entitled to conduct periodic review and progress of the Project. **ABFRJKT** shall be involved in any strategic decisions related to implementation of the Project. The Project details for FY 2020-21 is detailed in Annexure-1 hereto. The Parties shall agree upon in writing any other further details about the Project (including but not limited to funding, disbursement, etc.) and annex such agreed terms in an annexure to this AGREEMENT, which shall form part of this AGREEMENT.

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- 4.2 The Grant can be re-allocated by **RSST**, in the event of any increase/decrease in costs in any budget line item only according to the demand of the Project within the sanctioned budget Agreement and in consultation and written approval of **ABFRJKT**.
- 4.3 **ABFRJKT** shall fund through cheque to **RSST** to facilitate the Project expenditure. However, **RSST** shall take full responsibility of ensuring utilization and reporting thereof.
- 4.4 If the Grant before utilization for the Project generates interest in the bank account of the Grant, **RSST** may after consultation with and getting a written approval from **ABFRJKT** may use the same for relevant additional expenditures within the scope of the Project.

5. Obligations of RSST

- 5.1 **RSST** shall perform its obligations as follows:
- identification and Recommendation of the coaching centers; and
 - hiring of the qualified teachers and staff for implementation and supervision of the specialized coaching classes; and
 - design of the course module in alignment with the State syllabus and plan for timely execution of the same; and
 - decide selection process of the students with right aptitude in consultation with **ABFRJKT**
 - conducting monthly subject test and quarterly MOCK Tests KSEEB, KPUB, CET and NEET pattern to examine the performance of the students; and
 - bring in professional coach/expert for doubt clearing sessions before the board / competitive exams; and
 - shall ensure that each of the Science, Maths, Social Studies and English classes for SSLC students are handled by 3 to 4 faculty members; and
 - conduct bridge courses for Class XI students wherever required.
 - shall ensure that each of the Maths, Physics, Chemistry and Biology classes for 1st and 2nd PUC students are handled by 3 to 4 faculty members; and
 - Prepare PUC students for CET or NEET Exams as per their Group, by providing suitable inputs, reading materials, organizing/conducting expert's sessions, conducting mock exams and providing further suitable inputs and final preparation of students to face exams.
- 5.2 **RSST** shall ensure that a separate set of accounts i.e. cash book, the ledger and other necessary records are maintained under the heading "**ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST**."
- 5.3 **RSST** shall ensure that the **salaries** to all project staffs associated with this project are made by cheque / wire transfer to Bank Account of the Staffs.
- 5.4 **RSST** shall ensure that the proof of payments and receipts are furnished in the form of vouchers and all payment vouchers are duly authorized, show name of the payee, reason of payment, proof of payment (Signature of payee) and dates of payment.

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5.5 **RSST** shall display all details of the Project including the name, "**ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST**" for generating awareness about the Project. **RSST** shall ensure that all behavioral change communication/ IEC (Information, Education and Communication) materials produced, if any, out of the Grant shall have prior approval of **ABFRJKT** and shall give due credit to **ABFRJKT**.

6. Documentation, monitoring and reporting

6.1 **RSST** shall submit to **ABFRJKT**, monthly, quarterly, mid-term monitoring / program reports (with photographs, qualitative and quantitative reports) and unaudited financial statement of accounts on the progress of the project, within 15 days of the expiry of every 2 (Two) months from the Project Commencement Date.

6.2 **RSST** shall submit Utilization certificate duly signed by the Hon. Secretary, **RSST** and Audited financial statements of Accounts within one month from the completion of the Project.

6.3 **RSST** shall refer the Grant from **ABFRJKT**, in their Annual Accounts and Reports, in all other literature, publications or communications as "**ADITYA BIRLA FASHION RETAIL JANAKALYAN TRUST**".

6.4 **RSST** shall support **ABFRJKT**, in terms of facilitating and sharing relevant information for monitoring and documentation purpose.

6.5 **RSST** shall submit to **ABFRJKT**, a consolidated program report (with photographs, qualitative and quantitative reports) of the entire work done with the help of the grant within one month from the completion of the Project.

7. Intellectual Property Rights

RSST shall immediately transfer all or any kind of Intellectual Property Rights ("IPR") to **ABFRJKT**, which is/are created or developed under this Project/using funds given by **ABFRJKT** for this project. **ABFRJKT** shall always be the absolute owner of all or any kind of IPRs created or developed by **RSST** or by any person/student under this Project/using funds given by **ABFRJKT** for this project.

8. Confidentiality

Each party shall keep confidential and not disclose or otherwise make available to any third party, any confidential information exchanged between the Parties in relation to the Project and under this Agreement.

9. Termination of Agreement

9.1 Either party may terminate this Agreement, upon issuance of written 60 days' notice to the other party.

9.2 In the event, **ABFRJKT** is not satisfied with the services of **RSST**, **ABFRJKT** may terminate the Agreement immediately upon issuance of notice to **RSST**.

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9.3 In the event of breach of any of the terms of this Agreement by **RSST**, **ABFRJKT** shall send a written notice to **RSST** requiring **RSST** to rectify the terms of breach within 10 (Ten) days from the date of communication, and if **RSST** fails to rectify such breach within the stipulated time, **ABFRJKT**, may terminate the Agreement forthwith.

9.4 In the event of (i) any fraud and misrepresentation by **RSST** or (ii) initiation of criminal proceedings against **RSST** or its Trustees/Directors for any reason whatsoever; or (iii) violation of confidentiality obligations by **RSST**; or (iv) violation of any laws of the land by **RSST** or (v) Professional misconduct by **RSST** or (vi) unethical practices by **RSST**, **ABFRJKT** shall terminate the Agreement immediately upon issuance of notice to **RSST**.

10. Consequences of expiry or termination

10.1 Upon expiry or termination of the Agreement, as the case may be under Clause 9.1 and 9.3 above,

- a) the Parties shall mutually reconcile the expenditure incurred by **RSST** before the date of termination and the unspent funds shall be returned to **ABFRJKT** by **RSST** within 30 (Thirty) days of such termination; and
- b) **RSST** shall provide all the reports of the Project until the date of termination of Agreement and such obligation shall remain valid until **ABFRJKT**, has received the final reports of the Project, and found them to be satisfactory; and
- c) **RSST** shall return or destroy as may be desired by **ABFRJKT**, all the confidential information and communication information that is in the possession of **RSST**; and

10.2 Upon expiry or termination of the Agreement, as the case may be under Clause 9.2 and 9.4 above, in addition to the above consequences, provided under Clause 10.1, the following special consequences shall follow:

- a) **ABFRJKT**, shall be entitled withhold or deduct any amounts payable to **RSST**
- b) **RSST** shall indemnify **ABFRJKT** against any losses arising out of termination of this agreement

11. Settlement of disputes

The parties shall use all reasonable efforts to resolve any dispute that may arise under this Agreement through good faith negotiations. Each party shall nominate a senior representative from its management to meet at any mutually agreed location to resolve the dispute.

This Agreement shall be governed according to the Indian laws and any disputes arising out of this Agreement and/or understanding between the Parties herein shall be tried by the courts of Bangalore only.

12. Relationship between the Parties

This Agreement does not constitute a Party an agent, legal representative, or partner/ joint venture of the any other Party for any purpose whatsoever and save as expressly provided herein or otherwise agreed in writing any Party is in any way authorized to make any

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contract, understanding, warranty or representation on behalf of any other and each Party undertakes not to do so.

13. Force Majeure

Either party shall be excused from performance of this Agreement during or to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of anticipated or unforeseeable by and without the negligence of the party claiming excuse. Such causes include, without limitation, strike, go slow, other concerted acts of workmen, acts of god, war, fire, explosion, action of elements, earthquake, flood, civil disturbance and government restrictions and limitations. The party claiming excuse shall give written notice within 48 hours of the occurrence of such event. If performance is held up for, a continuous period of more than 2 months from the date of first notice, then the two parties shall review the situation and agree upon a course of action so as to protect their interest. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the efforts thereof on the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed in two originals between the parties hereto by their authorized officers on the date and the year written above.

Signed and delivered

Signed and delivered

For and on behalf of


For and on behalf of


**ADITYA BIRLA FASHION
AND RETAIL JAN KALYAN TRUST**

**RASHTREEYA SIKSHANA
SAMITHI**


Ashish Dikshit
Trustee




Sri. A.V.S. Murthy
Hon. Secretary, RSST
Hon. Secretary
Rashtreeya Sikshana Samithi Trust
Jayanagara, Bangalore-560 011



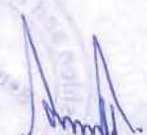
Witnesses:

1) 


2) 
Director
R.V. INSTITUTE OF MANAGEMENT
C.A. 17, 36th Cross, 28th Main
4th 'T' Block, Jayanagar
BANGALORE - 560041


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ANNEXURE- 1
DETAILS OF THE PROJECT FOR FY 2020-2021

SL. No	Heading	Particulars
1	Financial Year	From 1st Nov 2020 to 31st May 2021
2	Project	Gyanarjan
3	Project Goal	To improve overall performance in academics of the Students who are from the under privileged, needy backward/families (located within 5 Kms radius from RVIM, 4 th T Block, Jayanagar, Bangalore, Karnataka) through imparting quality coaching and guidance Class X (Science, Math's, English and Social sc.) XI and XII (Science stream Only with PCMB combination) and preparing students of XII for CET/NEET examination.
4	Objectives	<p>a) To conduct 200 hours' classes for 10th and 12th Std., and 200 hours' classes for 11th Standard + 120 hours' classes of CET / NEET (for 12th Std., students) in this academic year.</p> <p>b) To coach around 300 - 450 students of economically backward classes - Science, Mathematics, Social Science subjects and English for 10th Std., and for Class XI & XII (12th) Students - Science Subjects (PCMB, covering 100 to 150 students from each Std., /class X XI, XII & CET) per Coaching Centers as finalized by ABFRLJKT, for better performance in board and competitive examination.</p> <p>c) Conduct monthly tests for X, XI and XII Std., students and mock tests on CET/NEET pattern (4 tests for the year) to test the progress of the students on syllabus.</p> <p>d) Due to the current Covid -19 Pandemic situation, classes can be offered through ONLINE as well, covering 500 students through licensed version of Zoom</p> <p>e) Recording of these classes can be published after editing in RSST website by creating separate "Gyanarjan online YouTube channel" so that we can reach out to the unlimited number of students across the country</p> <p>f) Classes can be hosted from RVIM campus or from the teacher's location.</p> <p>g) RSST will be providing State of art studio environment for conducting classes and delivering lectures</p>


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5	Output	<p>a) About 50% of the total students enrolled should be scoring minimum 60% marks.</p> <p>b) In Board exams (10th and 12th Std.) Gyanarjan students shall achieve 5% more than the state average pass % (Overall).</p> <p>c) Enable about 80% of the enrolled students to clear Common Entrance Test (CET /NEET) for engineering, out of which minimum 2 of students should secure ranks within 15000 ranks.</p>
6	Beneficiaries	X (for Science, Mathematics, Social Science and English subjects), XI & XII (Science - PCMB) students of KSEEB & PU Board, Karnataka from underprivileged families.
7	Disbursement of Grant	<p>The Grant shall be disbursed in 3 (Three) Installments over a period of 7 Months commencing from 9th November, 2020 ("Project Commencement Date").</p> <p>a) The first installment of 50% of ABFRJKT's allocated fund for this project i.e. Rs 5,05,000/- (Rupees Five Lakhs and five thousand only) will be paid in favor of RSST on signing of the Agreement.</p> <p>b) The Second installment, i.e. remaining 25% of ABFRJKT's allocated fund for this project i.e., Rs. 2, 52,500/- (Rupees Two Lakh fifty-two thousand and five hundred only) shall be released only after receiving the program and midterm reports (financial & academic) for the first 3 (Three) months from the Project Commencement Date.</p> <p>c) The Third installment, i.e. remaining 25% of ABFRJKT's allocated fund for this project i.e., Rs. 2, 52,500/- (Rupees Two Lakh fifty-two thousand and five hundred only) shall be released, subject to receiving the program and final reports (financial & academic) after completion of the Project 31st May 2021 and RSST fulfilling the all requirements of the qualitative and quantitative parameters identified by ABFRJKT for the Gyanarjan project during the CSR Review held by MD of ABFRJKT, and communicated to the RSST Trustees.</p> <p>d) GST shall be borne by ABFRJKT (if applicable) from time to time. TDS shall be deducted by ABFRJKT, if applicable.</p>



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