



महाराष्ट्र MAHARASHTRA 2023

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अनु.क्र. ५६३ दि. ३१ MAY 2023 मु.शु.रकम. ५००/-
दस्तावा प्रकार Tri Party Agreement
दस्त नोंदणी करणार आहेत का ? होय/नाही.
मिळकतीचे वर्णन
मुद्रांक विकत घेणाऱ्याचे नांव Cummin India Foundation
पत्ता S.No. 21, Balewadi, Pune-40
दस्तावा पक्षकाराचे नांव Shirdurg Sathes
हस्तलेखीचे नांव व पत्ता श्रीविप श्रीवसागर
श्रीविप श्रीवसागर सौ. मंगल रा. वाळोले
शरवाना क्र. २२९०४७
मुद्रांक विकत घेणाऱ्याची सही डी-२२/५, देवेन्द्र, कोथरुड, पुणे-३८



GRANT AGREEMENT

Deccan Education Society,

Cummins India Foundation, Pune

And

Shri Shirdurg Samvardhan, Pune

THIS GRANT AGREEMENT (Agreement) is made and executed at Pune on this
5th day of June 2023

५५१०-
[Signature]

Between

Deccan Education Society, Deccan Education Society, a Public Charitable Trust, duly registered under the Bombay Public Trusts Act, 1950 and registered under the Societies Registration Act, 1860 having registration No. F-167 having its registered office at Fergusson College campus, near Dnyaneshwar Paduka Mandir, Pune-411004 and also registered with Ministry of Corporate Affairs as an entity to undertake Corporate Social Responsibility ("CSR") activities with the registration number CSR00008163 (hereinafter referred to as 'DES', which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

AND

CUMMINS INDIA FOUNDATION, a trust registered under Maharashtra Public Trust Act, 1950 and having its registered office at Cummins India Office Campus, Tower 'A', 5th Floor, S. No.21, Balewadi, Pune 411045 and also registered with Ministry of Corporate Affairs as an entity to undertake Corporate Social Responsibility ("CSR") activities with the registration number CSR00003731 (hereinafter referred to as 'CIF', which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors, executors, trustees and permitted assigns)

.....of the **ONE PART**;

AND

Shri Shivdurg Samvardhan, a Public Charitable Trust duly registered under the Bombay Public Trusts Act, 1950 having its head office at Sr. No.47/2, "Dhanashree", Raviraj Housing Soc., Jambhulwadi Road, Dattanagar, Ambegaon, Katraj, Pune - 411046 and also registered with Ministry of Corporate Affairs as an entity to undertake Corporate Social Responsibility ("CSR") activities with the registration number CSR00004871 (hereinafter referred to as the "**Shivdurg**" or **Project Implementing / Facilitating Agency**" which expression shall, unless repugnant to the context or meaning thereof, mean and include the trustees for the time being and from time to time of the trust, and the survivors or survivor of them, and the heirs, executors and administrators of the last survivor of them and their, his or her permitted assigns)

...of the **OTHER PART**;

DES, CIF and Shivdurg shall hereinafter, where the context permits, be referred to individually as "**Party**" and collectively as "**Parties**".

WHEREAS

- A. DES is engaged in the field of education and governs several educational institutes in Pune. DES would like to initiate various green initiatives in their campus and make that campus a model nature conservation campus. This will also contribute to creating green lungs for the city of Pune.
- B. DES has approached CIF to support on various initiatives of nature conservation and seek guidance and financial and technical support. The scope of activities mentioned in **Appendix A**.



- C. CIF *inter alia* engaged in working on high impact projects under three focus areas of Higher Education, Energy & Environment and Equality of Opportunity.
- D. CIF has reviewed, taken technical expertise, and has shown willingness to support the water conservation and allied initiatives at DES Campus considering the long-term impact on the environment.
- E. Accordingly, CIF and DES have identified and based in the extensive experience and expertise in the matter of conceptualization and implementation of water conservation projects, **Shivdurg** has been appointed as the Project Facilitating Agency by CIF to implement the Project. The aforesaid was concurred and agreed by CIF for CSR sanctions.
- F. CIF has agreed to provide grant assistance to the Project Facilitating Agency for the aforesaid purpose subject to the terms and conditions of this Agreement, as and when it is issued. DES, on its part, has agreed to provide advice to CIF in respect of the prioritization of activities, permissions and approvals as may be required to achieve the purpose.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

In consideration of CIF agreeing to provide financial assistance to the Project Facilitating Agency for water conservation and allied activities at DES campus for the purpose for which the said financial assistance is provided, the Parties agree, record and confirm the terms and conditions hereinafter appearing.

I. OBLIGATIONS OF DES:

- i. The DES along with the CIF shall identify the modes of operation, ancillary requirements, and completion time frame to achieve the Purpose for the project/s covered under the **Annexure A** on case-to-case basis.
- ii. The DES shall notify the CIF immediately of (a) any change in second parties legal or tax status, (b) any change in second parties' executive staff or key staff responsible for achieving the Project, (c) any event that would have a reasonable likelihood of adversely affecting the DES or the Project in a material manner.
- iii. In case of any third party engaged by the CIF to perform its obligations under this agreement, DES shall make all the relevant access permit for such third party.
- iv. DES shall also provide project related data (e.g., baseline data, historical data, pre and post impact data) and such other reports as asked by the party of the first part from time to time.
- v. DES shall assist on impact assessment of the projects to the extent applicable under the provisions of law.



II. OBLIGATIONS OF CIF

- i. To provide funding support to Project Facilitating Agency, as per agreed intervals and approvals from CIF Trustees for the identified project and purpose.
- ii. To coordinate the activities under this agreement through employee of Cummins Group of Companies.

III. FINANCING ARRANGEMENTS

- i. The financial assistance by CIF for undertaking Water Conservation and allied activities has been decided mutually between the Parties and the agreed amount be released on the receipt of requisition from the Project Facilitating Agency.

IV. FURTHER OBLIGATIONS OF DES

- i. DES shall permit the CIF and its representatives (including the representative of any Third Party which CIF has engaged in connection with the Purpose) to enter its premises where the project(s) under **Annexure A** of this agreement being carried out at all reasonable times to inspect progress of the activity/ies covered under the Purpose in order to ensure compliance with this agreement. The Parties shall mutually agree on any action items arising out of such inspection and ensure their closure within the agreed timeframe.
- ii. CIF and DES may mutually decide to appoint any third-party contractor(s). However, CIF shall not be liable in any manner towards any claim, liability, responsibilities, damages, etc. arising due to any arrangement / agreement between DES and the said party.
- iii. Ownership of reports and deliverables: All reports and other work performed for or delivered pursuant to this agreement shall be construed as works-for-hire and shall become the sole and exclusive property of the CIF or Cummins India Limited or Cummins Group Company without restriction as to use.
- iv. CIF reserves the right, in its sole discretion, to discontinue contribution at any time if it is not satisfied with the progress of the project(s), the content of any report, or if the partnership or contribution no longer meets CIF needs.
- v. Beyond the rights and obligations specially stated herein, CIF disclaims any legal right to control or otherwise influence DES's use of any contribution funds provided pursuant to this agreement. It is expressly understood that by making this contribution, CIF has no obligation to provide additional funding to DES.

V. OBLIGATIONS OF THE PROJECT FACILITATING / IMPLEMENTING AGENCY



- i. The obligations of the Project Facilitating Agency vis-à-vis CIF are contained in the **Scope of Activities (Annexure A)** and should be read as part and parcel to this Agreement.
- ii. The Project Facilitating Agency shall implement the Project and furnish to DES and CIF such information and details of the Project and its progress as may be required by DES and/or CIF from time to time.
- iii. The Project Facilitating Agency under receipt of the funds from CIF shall submit the physical and/or electronic copy/ies of duly stamped & signed donations receipts within two (2) weeks of receipt of the funds or within such extended period as requested by Project Facilitating Agency and agreed by the party of the first part.
- iv. Project Facilitating Agency shall submit the Fund Utilization Certificate duly signed and stamped by a practicing-chartered accountant addressing the same to 'Cummins India Foundation' against the total amount funded in a particular financial year against the agreed project.
- v. Project Facilitating Agency shall maintain and keep accurately the records, books of account, supporting vouchers, invoices, details of all charges, disbursements received including expenses incurred by it for the approved purposes of this agreement.
- vi. Project Facilitating Agency shall repay to the CIF any portion of the contributed funds which are not used for any project, and upon termination of this agreement, Project Facilitating Agency shall immediately return to CIF any unused or undistributed portion of the Contributed Funds.
- vii. The contributed funds are to be expended as per agreed timelines between the parties unless agreed otherwise. CIF reserves its right to call back any contributed funds that are not spent or committed for the purposes of the agreement.

VI. TERM

This agreement will come into effect from 1st January 2023 and shall remain valid till 31st December 2025 (three years) or unless terminated earlier by either party in accordance with the terms of this Agreement.

VII. TERMINATION

- i. This Agreement may be terminated in case DES and CIF jointly come to the conclusion that the circumstances are such that the Project cannot be carried forward and that Project may be treated as closed at that level.
- ii. Either of the Parties may terminate this agreement upon 30 (Thirty) days prior written notice to the other Party with or without assigning any reason.
- iii. The Parties may terminate this agreement forthwith in the event any party receives any direction, notification or instruction from any Governmental Authority or Statutory Authority to suspend or terminate the provision of this agreement.

VIII. COMPLIANCE OF LAW

The Parties agree to comply with such Central, State and Local Laws, Regulations and Rules as may be applicable from time to time.

IX. ANTI CORRUPTION AND BRIBARY

CIF and its Affiliates prohibit all acts of bribery, including interactions with government officials and individuals in the public and private sectors. Shivdurg and its authorized agents agree to operate in full compliance with all Applicable Laws relating to anti-bribery / anti-corruption. No employee or agent or subcontractor of Shivdurg may offer, promise, authorize or transfer any payment, gift of any kind, or anything of value to any government official or employee or any other person or entity, including those in the public or private sector, where such an action is in violation of any applicable laws relating to anti- bribery / anti-corruption or where the purpose is to improperly influence the recipient to take action or refrain from taking action that would provide a benefit or advantage to DES, CIF or Shivdurg or their related entities. These laws include but are not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, the (Indian) Prevention of Corruption Act, 1988, the (Indian) Prevention of Money-Laundering Act, 2002, the (Indian) Penal Code, 1860. Shivdurg represents and warrants that it has not and will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality thereof; an officer or employee of a public international organization; any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality or public international organization; any political party or official thereof; any candidate for political office; or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation. Shivdurg shall adopt a written anti-bribery policy that will implement the requirements of the Shivdurg Anti-Bribery Policy, a copy of which can be obtained from <https://www.cummins.com/company/ethics-and-compliance/code-of-business-conduct>.

Shivdurg hereby acknowledges and agrees that any breach of this guideline shall be grounds for immediate termination of this Agreement. In such case, the DES and CIF shall have no further obligation to the Shivdurg whatsoever herein. Shivdurg shall protect, indemnify and hold harmless the DES, CIF and their respective affiliates from any claim, damages, liability costs, fees and expenses incurred by the DES, CIF or their respective affiliates as a result of breach by Shivdurg.

X. GOVERNING LAW AND DISPUTE RESOLUTION

- i. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Pune, Maharashtra.
- ii. In case of any dispute or differences between the parties arises under this Agreement, or its performance, so far as it is possible, shall be resolved by



negotiations between the Parties amicably through consultation. If the dispute has not been resolved through consultations within fifteen days (15 days) after one Party has served written notice on the other Parties requesting the commencement of such discussions, the dispute shall be referred to the sole arbitrator to be appointed by mutual understanding amongst the Parties. If the Parties cannot mutually agree upon the same within 7 days of such reference, the dispute shall be decided by panel of 3 (three) arbitrators, one arbitrator being appointed by each party. The arbitration shall be in accordance with Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Pune.

- iii. Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrator(s) direct otherwise.
- iv. Each Party must continue to fulfil their obligations under this agreement to the extent reasonably practicable based upon the nature of the dispute during the pendency of a Dispute Resolution.

XI. LIMITATION OF LIABILITY

Under no circumstances shall CIF or DES be liable to the other for any special, indirect or consequential damages, including but not limited to loss of profit, loss of use, loss of revenues or damages to business or reputation arising from the performance or non-performance of any aspect of this agreement even if the party has been advised of the possibility of such damages. Notwithstanding anything else contained in this Agreement, CIF or DES maximum aggregate liability on claim of any kind for any loss or damage arising out of or in connection with or resulting from this Agreement or from the performance or breach here of shall not exceed the total value of the grant by each party under this agreement.

XII. AMENDMENTS

No amendment, supplement, modification, or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by DES and CIF.

XIII. NOTICES

Any notice required to be given under this Agreement shall be served on the Party at their following respective addresses given below by hand delivery, email or by registered post:

To DES

Kind Attention: Mr. Dhananjay Kulkarni- Secretary

Deccan Education Society, Pune

Address: Fergusson College campus, near Dnyaneshwar Paduka Mandir, Pune-411004

To: CIF



Kind Attention: Ms. Soujanya Veguru – General Manager, Corporate Responsibility, Cummins Group in India

Address: Cummins India Foundation, Cummins India Office Campus, Level 2, Tower A, Survey no 21, Balewadi Pune 411045

To Shri Shivdurg Samvardhan, Pune

Kind Attention: Mr. Pandit Atiwadkar

Address: Dhanashree, Raviraj Housing Society, Jambhulwadi Road, Datta Nagar, Katraj, Pune-411026

XIV. COUNTERPARTS

This agreement may be executed in three copies, each of which shall be deemed to be an original, but all together shall constitute one and the same agreement.

XV. SEVERABILITY

In the event that any terms, conditions or provisions of this agreement is held to be in violation of any applicable law, statute or regulation the same shall be deemed to be deleted from this agreement and shall not affect the validity or enforceability of the remaining rights, duties and obligations under this agreement.

XVI. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties, and supersedes all previous negotiations, letters of intent, letter contracts, writings, agreements and understandings, if any, heretofore had between the Parties with respect to the subject matter hereof. In case of any conflict between any other document and this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF the Parties hereto have caused this agreement and a duplicate hereof to be signed on their respective behalf by their duly authorized officials on the date and place first hereinabove mentioned.

For DES


[_____]

Name: Dhananjay Kulkarni

Designation: Secretary,
DES

For CUMMINS INDIA
FOUNDATION


[_____]

Name: Soujanya Veguru

Designation: General
Manager, Corporate
Responsibility

For Shri Shivdurg
Samvardhan


[_____]

Name: Pandit Atiwadkar

Designation: President

ANNEXURE 'A'
PURPOSE OF THE AGREEMENT IN DETAIL

1. Overall purpose: The purpose of the agreement is to ensure environmental sustainability and conservation of natural resources (Schedule VII, (iv))

2. Objectives:

- To increase overall groundwater availability at the DES campus at Fergusson College and BMCC
- To increase availability and access to water to the botanical garden at the Fergusson Campus

A. General activities –

- Project site survey, analysis & recommendation report.
- Prepare, submit & present project plan, financial budget proposal & periodical impact reports to Cummins CR Project team.
- Create awareness regarding the projects in the community as instructed by Cummins Project team leader/ team.
- Implementation of Projects as per plan mutually agreed by DES, Cummins project team and Project Implementing Agency
- Attend periodical reviews with Cummins CR project team & present project progress.

Scope of Work for the parties i.e., CIF, DES and Shivdurg as agreed mutually.

B. Water Conservation/ Watershed Management Activities – Based on the recommendations from technical survey and Need Analysis

- Creating or Rejuvenation of waterbodies
- Creation of groundwater recharge or storage structures- e.g., Rooftop rainwater harvesting, borewell recharge, open well, etc.
- Water and soil conservation at Fergusson hill

C. Afforestation and Allied Activities –

- Tree Plantation & Maintenance
- DES Students and Cummins Employee engagement

3. Outcomes expected in year one (April -2023 – March 2024) from NGO

- a. Increased groundwater recharge
- b. Improved Biodiversity
- c. Employee engagement

Any work in addition to the above-mentioned scope to be carried out at the project site shall be mutually agreed by the parties with CIF's decision being final and binding.





A handwritten signature in blue ink, appearing to read "Shraw".

PRINCIPAL
D. E. Society's Brijlal Jindal
College of Physiotherapy
Pune - 4