

after referred to as the SECOND PARTY' which expression shall unless repugnant to the context of meaning thereof shall mean & include its successors, executors & permitted assigns) of the OTHER PART;

("FIRST PARTY" and "SECOND PARTY" are also referred to individually as a "PARTY" and collectively as "PARTIES")

1. Whereas the FIRST PARTY, intends to take-up Impact Assessment study of the following completed CSR projects:

- (i) Construction of Ladies hostel at Kerala Agricultural University (KAU), Thrissur at a cost of Rs. 44,524,521 /- under thrust area "Education" (details enclosed as Annex-I);
- (ii) Construction of New classrooms for plus two classes and upgrading of existing 04 classrooms to smart classrooms at Munderi Govt. Hr Sec. School, Kannur, Kerala at a cost of Rs. 12,601,888/- under thrust area "Education" (details enclosed as Annex-II);

2. Whereas the SECOND PARTY agrees to undertake the Impact Assessment study of FIRST PARTY' CSR projects as mentioned above at a cost not exceeding Rs. 1,65,000.00/- (Rupees One Lakh Sixty Five Thousand only) plus applicable GST rates and to submit the Impact Assessment Report for the above mentioned projects to FIRST PARTY on or before 31.05.2022 in the FIRST PARTY approved format VIII (enclosed as Annexure - III);

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section I

1. Construction of the MoU

1.1 The MoU / Agreement shall be governed by and construed in accordance with the laws of INDIA.

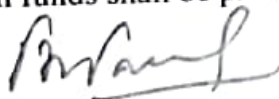
1.2 Scope of Works:

1.2 (a) The SECOND PARTY shall undertake the Impact Assessment study of the following completed CSR projects of FIRST PARTY:

(i) Construction of Ladies hostel at Kerala Agricultural University (KAU), Thrissur at a cost of Rs. 44,524,521 /- under thrust area "Education";

(ii) Construction of New classrooms for plus two classes and upgrading of existing 04 classrooms to smart classrooms at Munderi Govt. Hr Sec. School, Kannur, Kerala at a cost of Rs. 12,601,888/- under thrust area "Education";

1.2 (b) The Impact Assessment study shall be carried out within the approved amount of ₹1,65,000/- (Rupees One lakh Sixty Five Thousand only) exclusive of all taxes, duties & levies and no additional funds shall be provided by the FIRST PARTY.



1.3 (c) The **FIRST PARTY** Project In-charge or his nominee(s) shall review the progress of work as and when required.

2. **Instructions and approvals**

2.1 The project shall be implemented by the **SECOND PARTY** in accordance with the Companies (Corporate Social Responsibility Policy) Amendment Rules, 2021 inter alia POWERGRID' CSR & Sustainability Rules, 2021 which forms a part of the MOU.

2.2 The Project shall be implemented by the **SECOND PARTY** within the geographical area specified, to be executed with due diligence, efficiency and with due regard to the judicious use of CSR funds, in accordance with the scope & intent, implementation / completion schedule and cost estimation of work as set out in this MOU.

2.4 The **SECOND PARTY** shall be responsible for all statutory compliances / clearances in execution of this Project.

3. **General provisions**

3.1 Nothing contained in this MoU shall be construed or have effect as constituting a relationship of employer and employee or principal and agent or Trustee & Agent between POWERGRID and **SECOND PARTY** or its Associates.

3.2 The **SECOND PARTY** shall be responsible for all acts and/or omissions of its staff and that of any persons, associations, institutions engaged by the **SECOND PARTY** whether or not in the course of implementing the project and for the health, safety and security of such persons or entities and their property.

4. **Amendments**

4.1 In case any amendments are required, this MoU shall be amended by written mutual consent of the parties to the agreement. The amendment(s) shall be documented and allotted a distinctive number <Amendment No.>; <Date>.

5. **Termination**

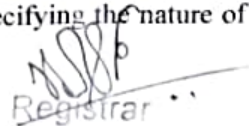
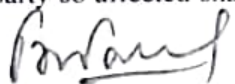
5.1 The MOU shall be terminated with mutual written consent of both the parties by giving 10 days notice.

6. **Obligations under CSR Rules:**

6.1 As an implementing partner, the **SECOND PARTY** shall comply with all necessary stipulations of the Amended CSR Rules 2021 notified by the Government of India on 22.01.2021 and is required to furnish all statutory information to **FIRST PARTY**.

7. **Force Majeure:**

7.1 If the performance of the MoU by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the MoU by **SECOND PARTY** and any event beyond the control of the parties to the MoU, then the party so affected shall promptly notify the other party in writing specifying the nature of the



Registrar

Force Majeure and of the anticipated delay in the performance of the MoU. From the date of the notification, FIRST PARTY shall at its discretion, either terminate the MoU forthwith or suspend the performance of the MoU for a period not exceeding 2 months. If at the expiry of the second period of suspension, the reasons for the suspension still remain, PARTIES shall treat the MoU as terminated.

8. Settlement of disputes

- 8.1 Any dispute or difference arising out of this MoU shall be amicably settled between the PARTIES.
- 8.2 In case of non-settlement of dispute or difference, relating to the interpretation and application of the Provisions of the MoU, such dispute or difference shall be settled by Arbitration/by a Sole Arbitrator as may be agreed to by the FIRST and the SECOND PARTY and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 as amended viz. The Arbitration and Conciliation (Amendment) Act, 2015.
- 8.3 The parties to the dispute shall share equally the Cost of Arbitration as intimated by the Arbitrator.
- 8.4 The Courts at **Bangalore** shall have the exclusive jurisdiction.

9 Payment Terms and Disbursement:

9.1 **FIRST PARTY shall pay to the SECOND PARTY on the basis of the agreed amount as follows:**

- i) 50% of the approved amount after signing of MoU.
- ii) 40% of approved amount after submission of draft report for both projects under Scope of works.
- iii) 10% of approved amount after submission of Final report for both projects under Scope of works.

Note- In case the actual expenditure of the project is less than the approved cost, the SECOND PARTY shall refund such amount to FIRST PARTY.

9.2 Funds Requisition

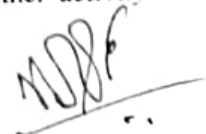
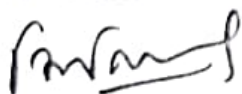
Funds requisition for the installment amount shall be presented to **FIRST PARTY** by the **SECOND PARTY**. The **SECOND PARTY**'s authorized representative shall sign all Funds requisitions.

9.3 Disbursements

- (i) The funds disbursements shall be made in Indian Rupees.
- (ii) The **SECOND PARTY** will submit the Bank account number/details of nationalized bank for release of funds through e-banking.

10. Accounts, Records and Audit

- 10.1 **SECOND PARTY** undertakes and represents that the amount disbursed by **FIRST PARTY** shall be utilized only towards the purpose as said above and for no other activity and that **SECOND PARTY** shall alone be responsible for any irregularity.



Registrar
University of Mysore
Mysuru

10.2 **SECOND PARTY** shall maintain all accounting records and documents for smooth and successful completion of this project. Such records shall be open to examination by **FIRST PARTY**, and its authorized representatives as and when required.

10.3 **FIRST PARTY** shall be entitled to seek clarifications/information whatsoever from **SECOND PARTY** with respect to project towards fulfillment of its obligation under the Companies (CSR Policy) Amendment Rules 2021. Any such clarifications/information sought by **FIRST PARTY** shall be responded by **SECOND PARTY** within fifteen working days.

11. **Conflict of Interest**

11.1 Neither the **SECOND PARTY**, its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination/ completion of this MoU, which conflict with or could potentially conflict with the object of the Project.

11.2 Subject to clause 11.1 above, the **SECOND PARTY** shall notify **FIRST PARTY** immediately of any such conflict and suggest / take immediate remedial measures under information to **FIRST PARTY** to ensure that the project is completed as per the terms and conditions agreed upon.

12. **Submission of Bills and Release of payment thereof:**

12.1 The **SECOND PARTY** should get the desired photography with Geotag and videography during the Impact Assessment study. During the IA/evaluation process of the projects, the expenditure on photographs, videography and for any other related material to this CSR activity shall be borne by **SECOND PARTY**.

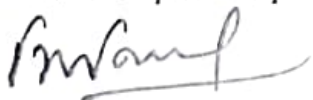
12.2 Self-Certification will be applicable for the component of Personnel and the amount as mentioned by University of Mysore in budgetary offer shall be taken into consideration for processing.

12.4 In case of any other Miscellaneous component shall be dealt as per the budgetary offer submitted by University of Mysore.

13. **Disclosure of information, Intellectual Property Rights and Official Securities Act**

13.1 The **SECOND PARTY** shall not during or after the termination of the MoU disclose to any third party any confidential information arising from the MoU other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction except with the prior written permission of **FIRST PARTY**.

13.2 The **SECOND PARTY** shall not use any documents, data and other information received from the **FIRST PARTY** for any purpose other than the preparation of Impact Assessment report of **FIRST PARTY**' CSR. The PDF file and Hard Copy (in color) of the book will be given to **FIRST PARTY** post completion of works.

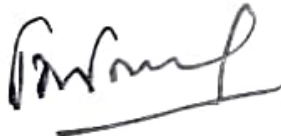


14. **Validity of MOU**
- 14.1 Validity of this MOU shall be up to **15.06.2022** from date of signing of MoU. However, the validity may be extended, if found necessary, with the mutual consent of both the parties.
15. **General Conditions**
- 15.1 The Final Comprehensive IA Report of the project shall be submitted by the **SECOND PARTY** on completion of the activities incorporating activities undertaken, objectives attained, scope of work met, benefits achieved, financial details mentioned and recommendations made by the **SECOND PARTY** along with photographs, videos etc. without any liability/ cost overheads to **FIRST PARTY** on this account.
- 15.2 At the end of the program, a Report duly signed along with the seal/stamp of Project Head clearly indicating activities undertaken and objectives attained shall be submitted to **FIRST PARTY** by **SECOND PARTY**.
- 15.3 The **FIRST PARTY**'s CSR coordinating official for certification and release of payments will be **R Sridharan, CM (HR), RHQ, Bangalore.**
- 15.4 **SECOND PARTY**'s coordinator shall be **Dr. Chandramouli, Associate professor, DoS in Social work, University of Mysore, Mysuru** The **SECOND PARTY** shall provide name & contact details of persons to the **FIRST PARTY**, who would be responsible for the implementation of the project.
- 15.5 **SECOND PARTY** shall indemnify **FIRST PARTY** of all charges, claims, taxes, disputes etc. if any.

In witness whereof the parties hereto have signed and affixed their Seal on the date and place mentioned here-in-above.

For and on behalf of FIRST PARTY

For and on behalf of SECOND PARTY


Signature 

Name: **मिथिलेश कुमार / Mithlesh Kumar**

Position/ Designation: **General Manager (HR)**

Date: **09.05.2022**

विद्युत विभाग - II, भारतीय विद्युत प्राधिकरण (POWER GRID, SRTS-II, RHQ)
सर्वकार का उद्योग / Government of India Enterprise
सिंघनायकानहल्ली, येलाहंका
बंगलूरु-560 064

Signature 

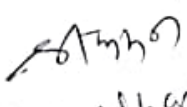
Name **University of Mysore**

Position/ Designation **Mysore-570 005**

Date

1. Witness :


Witness :

Signature 

Name **R Sridharan**

Position/ Designation **cm(HR)**

Date

Signature 

Name **Dr. CHANDRAMOULI**

Position/ Designation **Associate Professor**

Date **09.05.2022**

Chandramouli
Associate Professor
Department of Social Work
University of Mysore
Mysore-570 005

2. Witness :

Signature

R. Rajagopal

Name R. RAJAGOPAL

Position/ Designation Junior Engineer

Date 03/05/2022

Witness :

Signature

H.P. Jyothi

Name

Dr. H.P. Jyothi

Position/ Designation

Date

CHAIRPERSON
Department of Studies in Social Work
University of Mysore
Manasagangothri, Mysuru-570006