

## 3.5.2 Additional Information


### Document for 5a

SEVA MANDAL EDUCATION SOCIETY'S  
NAAC ACCREDITED

**Smt. Maniben M. P. Shah Women's College of Arts & Commerce**  
(Affiliated to S.N.D.T. Women's University, Mumbai)

**Shri. M. P. Shah Junior College of Arts & Commerce for Women**

Smt. Parmeshwari Devi Gordhudas Garodia Educational Complex,  
338, R. A. Kidwai Road, Matunga, Mumbai - 400 019 Tel. : 2409 58 69 Fax : 2401 39 64  
E-mail : mmpshah@rediffmail.com, Website : www.mmpshahcollege.com

  
Principal  
Dr. (Smt) Suman V. Jain

Date-2/8/2013

**Memorandum of Understanding**  
MOU between Smt. M.M.P. Shah College of Arts and Commerce  
And  
Maniben Nanavati Women's College

This MOU is signed to establish Educational Faculty and Students Exchange Program between the Department of Economics of Smt. M.M.P. Shah College of Arts and Commerce, Matunga, (M.M.P.S.C.) and Maniben Nanavati Women's College, Vile Parle, (M.N.W.C.)

**Mission of the Colleges:** To prepare students for success in higher education by Creating Critical Thinking to meet the challenges of the 21<sup>st</sup> century. Economics Department is working with every student to achieve their highest academic and social potential within the educational framework adopting the method of problem solving, across subject application and both individually and as a team.

Both M.M.P.S.C. and M.N.W.C. have a similar mission and vision and their educational goals match. Together the Department of Economics of the two colleges hereby enters into this MOU to promote mutual collaboration.

**Purpose and Scope:**  
This MOU will benefit students and staff of both the colleges, to achieve academic excellence, in collaborative research, screening of films on economic issues, as also in personality development and organizing seminars involving students as well as faculty members.

This will specifically help to enhance the knowledge of students on current economic affairs, through exchange of views, presenting quality research by using current research tools & techniques and obtaining expert views.

**Schedule for Teacher and Student Exchange Programme:** It has been decided that the exchange programme would be on a quarterly basis.

**Responsibilities:**

Each Party has to appoint a person to serve as the official contact and coordinator for the activities.

Official Contact

Dr. Daksha Dave

Contact Number: 9987466242

Official Contact

Dr. Harshda Rathod

Contact Number: 9869798988

Dr. Harshda Rathod

Principal

Maniben Nanavati Women's College  
Vallabhbai Road, Vile Parle (West)  
Mumbai - 400056.

Dr. Sumita Jain

Principal

Smt. M.M.P. Shah Women's College  
of Arts & Commerce  
338-R.A.Kidwai Road,  
Matunga -400019

Stamp & Signature of the Principal

PRINCIPAL  
M. M. P. SHAH WOMEN'S  
COLLEGE OF ARTS & COMMERCE

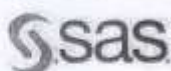
College Seal

Stamp & Signature of the Principal

College Seal

## 3.5.2 Additional Information

### Document for 5b



#### CHARITY AGREEMENT

This Charity Agreement (this "Agreement") is made and entered into as of January 8, 2016 (the "Effective Date"), by and between SAS Institute (India) Pvt. Ltd, with its principal place of business at 4th Floor, Apeejay House, 3 Dinshaw Wacha Road, Churchgate, Mumbai 400 020, Maharashtra, India ("SAS") and the Seva Mandal Education Society, being society registered under Bombay Public Trust Act 1950 and having registered office address at Smt. Parameshwari Devi Gerdhandas Garodia Educational Complex, 338, Rafi Ahmed Kidwai Road, Matunga, Mumbai -400 019 (the "Recipient") for charitable donation as described herein (the "Contribution"). The purpose of this Agreement is to set forth the terms and conditions pursuant to which SAS shall provide and the Recipient shall receive the Contribution.

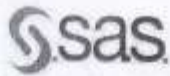
#### Background

The Recipient is a non-profit organization, based in Mumbai, Maharashtra that has been successfully imparting qualitative education to women for over five and a half decades, and has a student strength of more than 6000 women students on campus. Being an all women's institution, Recipient particularly provides an opportunity for those women who would otherwise be deprived of higher education, to avail of qualitative educational facilities, thereby enabling them to become self-sufficient. Recipient is seeking support to Project SNEH related to Teaching-Learning Innovations details of which program(s)/purpose(s)/project(s) ("Project") are more particularly detailed in Annexure(s) to this Agreement. SAS desires to support the Recipient through its Contribution.

The parties hereto agree as follows:

1. SAS shall donate up to about Rupees twenty two lakhs only (INR 22,00,000-) during the term of this Agreement which shall be accepted and used by the Recipient consistent with pre-approved charitable Project.
2. SAS and Recipient acknowledge that the Recipient shall have sole and complete control over the manner in which the Contribution is used by the Recipient for such charitable Project, subject to any restrictions that SAS has placed on the Contribution and will place in writing from time to time.
3. The Recipient and SAS acknowledge and agree that the Contribution shall not obligate or otherwise influence the Recipient to purchase, use, recommend, or arrange for the use of any products or services of SAS or an affiliate of SAS.
4. The Recipient represents and warrants to SAS that:
  - a. the Recipient has and shall comply with all applicable laws and regulations in India, where it is conducting activities.
  - b. the Recipient shall also ensure compliance with the U.S. Foreign Corrupt Practices Act (the "FCPA") more particularly as detailed below;
    - i. the Recipient shall not and has not paid or offered to pay or give anything of value to an official or employee of any government department, agency or instrumentality thereof (including, but not limited to, any health or medical institutions which are owned or controlled by the government), or to any political

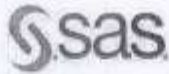




party or any candidate for political office, for the purpose of influencing decisions favorable to SAS and/or its affiliates in contravention of the FCPA or the laws of India where Project is contemplated by this Agreement:

- ii. the Recipient does not and will not employ or retain a person who is a governmental official or employee, including employees of government owned or government controlled corporations, agencies or bodies (such as health or medical institutions which are owned or controlled by the government), unless services retained are bona fide services and - where required - the retained person has obtained necessary approvals by competent authorities/employer to be retained for said services; and
  - iii. the Recipient agrees that if subsequent developments cause these undertakings reported herein to be no longer accurate or complete, Recipient will immediately so advise SAS in writing.
5. Recipient shall provide SAS and SAS' agents or representatives (collectively, "Agents"), with documentation, including but not limited to Chartered Accountant's certificate for utilization of Contributions made by SAS, and as may be reasonably requested by SAS or SAS' Agents in order to document or verify compliance with the provisions of this Agreement. Recipient shall maintain true and accurate records necessary to demonstrate compliance with this Agreement.
  6. Recipient shall, during the term of this Agreement and the Project, avail adequate insurance to cover the Recipient against obligations of this Agreement and that of the Project.
  7. Recipient shall also indemnify and hold harmless, SAS, its affiliates, employees and directors, from and against any claims arising out of or relating to this Agreement and the Project.
  8. SAS may terminate the Agreement upon thirty (30) days' written notice to Recipient for convenience without penalty or liability on SAS of any nature whatsoever. If Recipient fails to comply with any of the provisions of this Agreement, SAS shall have the right to terminate this Agreement upon written notice to the Recipient and if the breach is curable providing thirty (30) days' SAS will provide Recipient with such period to cure the breach.
  9. This Agreement will commence on the Effective Date and will extend for a period of twelve (12) months unless earlier terminated by SAS or renewed for additional period of Project, in SAS' sole discretion. For avoidance of doubt, in no event may the Contribution be used in any way other than furtherance of the Recipient's charitable Project.
  10. The Parties acknowledge that certain laws now or in the future may require SAS to disclose information on donations provided to charitable entities. SAS may report information about the Contribution provided under this Agreement, as required by law. Once reported, such information may be publicly accessible.
  11. Notwithstanding any other provision in this Agreement, Recipient understands and agrees that SAS reserves the right to post on a website accessible to the public, information regarding funding under this Agreement, whether or not required by law, including the identity of the Recipient, the value of the Contribution, and the purposes for such Contribution, and other information as SAS determines is appropriate. SAS grants no license to Recipient pursuant to any





copyright, patent, trademark or trade secret rights by the disclosure of any information any reference of SAS publicly by Recipient shall be subject to SAS' prior written approval, which approval shall not be unreasonably withheld.

12. This Agreement inures to the benefit of Recipient and SAS only, and no third party shall have any rights under it, except as expressly provided herein.

13. SAS SHALL NOT BE LIABLE FOR (I) DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES (ARISING IN CONTRACT, TORT OR OTHERWISE), OR (II) ANY CLAIM AGAINST SAS BY A THIRD PARTY, EVEN IF SAS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

14. The laws of India, excluding choice of law provisions, shall govern the Agreement. A person who is not a party to the Agreement has no right to enforce any term of the Agreement. Any dispute arising from or in relation to the Agreement shall be subject to the exclusive jurisdiction of the courts in Mumbai. This Agreement may not be assigned by Recipient without the prior written consent of SAS. Any attempt to do so is void. The complete, exclusive, and final statement of the agreement between the parties relating to the subject matter hereof shall consist of this Agreement only. This Agreement supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof and may not be modified except in a writing signed by the parties that references this Agreement. The failure of SAS hereto to enforce, or the delays by SAS in enforcing, any of its rights under this Agreement shall not be deemed to be a waiver by SAS of any of their rights under this Agreement. If any part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from this Agreement and shall not affect the enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the parties have signed and thereby caused this Agreement to be duly executed effective as of the date written above.

SAS Institute (India) Pvt. Ltd.

Seva-Mandal Education Society

By:   
Authorized Signature

By:   
Authorized Signature

Sudipta K. Sen  
Name (type or print)

Smti Bharat Pathak  
Name (type or print)

Regional Director - South East Asia  
Vice Chairman & Board Member - India  
Title

Hon'ble Secretary  
Title

Date

Date

Hon. Secretary  
Seva-Mandal Education Society  
338, R. A. Kidwai Road,  
Matunga, Mumbai - 400 019.

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**ANNEXURE A**  
**TO**  
**CHARITY AGREEMENT**

1. **Description of charitable Project.**

Project SNEH - Smart Classrooms

Converting classrooms into virtual ones to implement ICT enabled Teaching and Learning, where its students are acquainted with virtual learning, thus, broadening their educative experience. Also, the virtual classrooms serve as an aid to teachers to implement their e-modules, introduce better ways of learning and increase the global standards of education, giving students wider experience to field of education, departing from traditional mode of teaching.

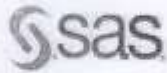
- A. 6 Advanced Smart Classrooms ((Fixed LCDs , Interactive White Boards, Wi-Fi Connectivity and Corresponding Infrastructure and Maintenance) and
- B. 6 Basic Smart Classrooms (Fixed LCDs , White Boards and Wi-Fi Connectivity)

2. **Payment.** SAS intends to make contributions against following milestones of the Project:

A) **ADVANCED SMART CLASSROOMS – Total Six (6)**

Particulars	Item wise Amount	Total Amount	Time Lines for procurement of items by Recipient and payment by SAS
<b>Non-Recurring</b>			
Fixed LCD - 50000 x 6 Pcs	300000		
Interactive White Boards - 47500 x 6 Pcs	285000		
Laptop - 40000 x 6 Pcs	240000		
IPad - 35000 x 6 Pcs	210000	10,35,000	Before 30 <sup>th</sup> January 2016
<b>Recurring</b>			





WIFI Connectivity/ year	60000		
Cost for infrastructure & Maintenance	150000	2,10,000	50% before Jan 2016 & balance 50% before July 2016

**B) BASIC SMART CLASSROOMS – Total six (6)**

Particulars	Item wise Amount	Total Amount	Time Lines for procurement of items by Recipient and payment by SAS
<b>Non-Recurring</b>			
Fixed LCD - 50000 x 6 Pcs	300000		
White Boards - 47500 x 6 Pcs	12000		
Laptop - 40000 x 6 Pcs	240000		
IPad - 35000 x 6 Pcs	210000	7,62,000	Before 30 <sup>th</sup> January 2016
<b>Recurring</b>			
WIFI Connectivity/ year	60000		
Cost for infrastructure & Maintenance	150000	2,10,000	50% before Jan 2016 & balance 50% before July 2016

that SAS may donate to Recipient under this Annexure is twenty lakhs seven thousand only (INR20,07,000-).

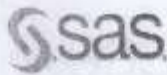
Please send receipt(s) and utilization of funds quarterly reports certified by Recipient's chartered accountant to: SAS, Attn: Digish Rawal – Head Legal at address mentioned above.

3. Project Start Date. 22<sup>nd</sup> December 2015
4. Project Completion Date. 21<sup>st</sup> December 2016
5. Project Managers.

Recipient Name: Shri Bharat Pathak  
Address: Same as above  
Telephone: 022 – 24095792  
Email: Bharat Pathak <pathakbn@gmail.com>

SAS: Name: Seelivas Rao (Director HR)  
Telephone: +91 22 67492222





Email: Srinivas Rao <Srinivas.Rao@sas.com>

6. Complete Agreement.

This Annexure shall expire twelve (12) months from the last dated signature below. The Agreement and this Annexure constitute the complete and exclusive statement of the parties' agreement about SAS' Contributions under this Annexure and supersede all prior communications relating to the subject matter of this Annexure. This Annexure incorporates the terms of the Agreement in its entirety. In the event of any conflict between the Agreement and this Annexure, the terms and conditions of Agreement shall control. Additional or conflicting terms on any current or future Recipient documents unless accepted by SAS in writing are expressly rejected. The Agreement and this Annexure can be modified only in writing signed by an authorized signatory of the parties. Both SAS and Recipient have read the Agreement and this Annexure, understand them, and accept their terms.

This Annexure shall be effective upon the last dated signature below.

SAS Institute (India) Pvt. Ltd.

Seva Mandal Education Society

By: [Signature]  
Authorized Signature

By: [Signature]  
Authorized Signature

Sudipta K. Sen  
Name (type or print)

Shri Bharat Pathak  
Name (type or print)

Regional Director - South East Asia  
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Matunga, Mumbai - 400 019.

