

## Memorandum of Understanding

This Memorandum of Understanding (“**MoU**”) is entered into this 23<sup>rd</sup> day of November, 2020 at Chennai by and between the parties:

**College of Engineering Pune**, an Autonomous Institute of the Government of Maharashtra functioning at its premises at Shivaji Nagar, Pune 411005 represented by **Prof B. B. Ahuja Director, College of Engineering Pune** (hereinafter referred to as the “**COEP**” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)

**AND**

**Cookson India Private Limited**, a company duly registered under Indian Companies Act, 1956 and having its registered office at, M/s S.P. Chatterjee and Co., No. 10, Old Post Office Street, Room No.15A, Kolkata – 700001, WB, India, and place of business at Developed Plot 16, North Phase SIDCO Industrial Estate, Ambattur, Chennai – 600098, India, (hereinafter referred to as “**DONOR**” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its Managing Director, Ravindra Mohan Bhatkal.

DONOR and the COEP are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

### **WHEREAS:**

1. The COEP is a premier academic and research institution with 166 years of legacy in producing quality engineers for the country. It has the expertise and facilities to carry out research studies in the areas of Engineering and Technology and it is constituted as a Trust also registered as per the Income Tax Act, 1961 vide Order dated 8<sup>th</sup> Oct 2009.



**Director**  
**College of Engineering**  
**Pune - 411005.**

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Managing Director

2. The COEP is eligible to receive the funds for the purpose of Corporate Social Responsibility (CSR) activities
3. DONOR, a company engaged in the business of manufacturing and supply of advanced electronic and industrial materials and specialty chemicals, and having its business operations in Chennai and other locations in India, is desirous of partnering with the COEP to promote education which includes broad range of activities i.e providing scholarship to needy students from underprivileged background, enabling online education by providing laptops along with data cards to pursue academic course work by students studying remotely from their places and related activities to help the COEP as part of its Corporate Social Responsibility activities with an aim to help underprivileged students to obtain and complete their education, ("**Project**").
4. Based on the spirit of the Project and the objectives it seeks to achieve, the Parties are desirous of implementing the Project pursuant to the terms and conditions as set out in this MoU.

**NOW THEREFORE, THESE PRESENTS WITNESSES AS FOLLOWS:**

**1) GENERAL TERMS OF THE MOU**

- 1.1. The roles and responsibilities of each Party and the detailed Project description are more fully described in Annexure A ("**Project Description**").

**2) REPRESENTATIONS AND WARRANTIES**

- 2.1. DONOR and the COEP hereby make the following representations, warranties and confirmations; and state that the same are true, correct, valid and subsisting in every respect as on the date of this MoU and shall remain true, correct, valid and subsisting in every respect during the term of this MoU:
  - i) That any information or explanation furnished by the COEP are true, bona fide and accurate in all material respects; For Cookson India Pvt. Ltd.



Managing Director



- ii) That DONOR and the COEP are duly incorporated and validly existing under the laws of India and are in compliance of all applicable laws and possesses all statutory approvals and compliances for the execution of this MoU and for implementation of the Project.
- iii) That DONOR and the COEP have taken all the necessary actions under the applicable laws including but not limited to corporate actions for undertaking and implementing the Project.
- iv) That DONOR and the COEP do not violate any covenants, conditions and stipulations of any of their existing agreement(s) and shall at all times abide by all the terms and conditions of this MoU.
- v) Tax status – COEP warrants and confirms that it is a registered Trust also as per the Income Tax Act, 1961 vide Order dated 8<sup>th</sup> Oct 2009, and is eligible to receive donations and issue valid receipts under Section 80G of the IT Act.
- vi) The COEP warrants and confirms that it is eligible and entitled to receive CSR funds.

3) **COVENANTS**

During the subsistence of this Project and/or the MoU, the COEP hereby agree to:

- (i) **Promptly notify DONOR;**
  - (a) of any event or circumstance which would, or is likely to, result in any of the representations and warranties made by the COEP hereunder becoming untrue, incorrect or misleading in any manner;
  - (b) of any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the Project, or other similar happenings likely to have a material adverse effect on the Project; and

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(c) of any material loss or damage which DONOR may suffer due to any event, circumstances or act of God.

**(ii) Deliver to DONOR:**

(a) Update on the progress of the project described in Project Description and any other documents as may be reasonably required by DONOR to demonstrate the implementation of the Project.

(b) any other document as may be reasonably required by DONOR to demonstrate the implementation of the Project and the utilisation of the CSR Spent by the COEP as per the terms of this MoU;

**4) FINANCIAL TERMS AND CONDITIONS**

4.1. DONOR shall pay the COEP an amount stated in the Annexure – A for implementation of the Project (“CSR Spend”) to the bank account mentioned in Annexure - C.

4.2. The Parties acknowledge and agree that the CSR Spend stated in Annexure – A to this MoU are estimates only and DONOR reserves the right to revise/cancel the CSR Spend, at any time in its sole and absolute discretion without any liability to the COEP.

**5) TERM AND TERMINATION**

5.1 This MoU shall be effective from the date of execution and shall continue for a period of one year, unless otherwise terminated as provided herein below.

5.2 If a Party believes that the other Party has failed fully to perform its obligations under this MoU, the Party not in breach will provide written notice of such breach to the other Party. If curable, and the Party in breach does not cure such breach within Thirty (30) days after receiving such written notice (or such longer period agreed between the Parties), the Party not in breach may terminate the MoU for cause, in whole or in part, by providing written notice of such termination to the Party in breach.


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In the event that DONOR terminates this MOU in accordance with this Article 5.2 above, DONOR shall have a right to recover the CSR Spend which is related to the COEP's breach of this MOU.

5.3 DONOR may terminate or suspend this MoU, upon sixty (60) days written notice to the COEP at any time without cause and without any liability or obligation. The COEP acknowledges that the contribution by DONOR is purely voluntary in nature and the same is not binding on DONOR. Should DONOR decide to terminate the MOU and./or any of the activities under this MoU, the COEP hereby unconditionally agrees not to dispute or contest such termination, and in quid -pro- quo, DONOR assures to meet already committed expenses of COEP.

**6) ASSIGNMENT**

6.1 Neither Party shall be entitled to assign any of its rights, benefits or obligations under this MoU without the prior written consent of the other Party;

6.2 Save as aforesaid, this MoU shall be binding upon and shall ensure for the benefit of each Party and their respective successors in title.

**7) CONFIDENTIAL INFORMATION:**

During the term of this MoU, either Party may receive or have access to information that is confidential or proprietary to disclosing Party ("Confidential Information"). Receiving Party will not, without first obtaining the disclosing Party's written consent, disclose Confidential Information to any third party or use such information for any purpose other than for the limited purposes of this MoU. The receiving Party will take all appropriate steps to safeguard Confidential Information and to protect such information against disclosure, misuse, loss or theft. Notwithstanding the foregoing, the receiving Party may disclose the Confidential Information to its employees and affiliates that participate in the implementation of the

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Project, provided that such employees and affiliates abide by the confidentiality obligations contained herein.

8) **FUND UTILIZATION CERTIFICATE:**

COEP will provide utilization certificate in the format specified in Annexure B and other relevant details as to how the CSR Spend has been utilized as and when required by DONOR. In the event of any material discrepancies in the utilization certificate or if the CSR Spend has been utilized in non-conformance with the terms of this MoU, DONOR reserves the right to terminate this MoU and/or recover such amounts related to the discrepancy or non-conformance from COEP.

9) **PUBLICITY:**

The COEP shall not issue any news release, public announcement, advertisement, or other form of publicity concerning its involvement under this MoU and shall not use DONOR's trademark, service mark, trade name, logo or other indication of origin, except by express, prior written consent of DONOR. DONOR, as part of its Corporate Social Responsibility initiatives would be required to disclose or publicize its contribution in various forums, whether private or general and the COEP hereby consents to such disclosure or publicity by DONOR. Where the COEP is permitted to display a board/ signage with the name and logo of DONOR for its contribution, such signage shall follow standard signage configuration and permitted by DONOR, however the DONOR's logo within the signage will follow standard size and design requirements of the DONOR's Logo as prescribed from time to time.

10) **LIABILITY:**

In no event neither Party shall be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to loss of use, data or profits, or business interruption howsoever such loss is caused or assessed pursuant to any theory or categorisation of liability), whether in contract, strict liability, tort (including negligence) or otherwise,

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arising in any way resulting from this MoU, even if advised of the possibility of such damage.

**11) GENERAL**

- 11.1 Any notice by one Party to the other Party shall be in writing and posted, delivered personally with proper acknowledgment or sent by courier, registered or certified mail or facsimile transmission to such Party's last known address and/or the address as specified hereto.

**DONOR: Cookson India Private Limited**

Kind attention: Ravindra Mohan Bhatkal  
Managing Director  
Developed Plot No. 16, North Phase  
SIDCO Industrial Estate  
Ambattur, Chennai, Tamil Nadu 600098

**COEP:**

**College of Engineering Pune**

Kind Attn.: Name **Prof. B. B. Ahuja**  
Address: Director,  
College of Engineering Pune  
Shivaji Nagar,  
Pune 411005

- 11.2 Time shall be the essence of this MoU in so far as it relates to the observance or performance by the COEP of any of its obligations hereunder.
- 11.3 This MoU represents the entire understanding in respect of the Project and the CSR Spend between the Parties and shall be capable of variation in writing by a note of amendment ("**Note of Amendment**") signed by an authorized representative on behalf of DONOR and the COEP.
- 11.4 In the event of any dispute arising under this MoU, each Party's representatives shall endeavor to resolve the dispute amicably and in the event of failure to resolve amicably, the same shall be referred to an

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arbitrator appointed by COEP and DONOR. Arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 including any amendments thereon. The language of arbitration shall be in English and the place of arbitration shall be Chennai, India.


11.5 Governing Law: This MoU will be governed by and construed in accordance with the laws of India.

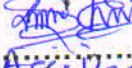
11.6 All annexure(s) hereto shall be deemed to form an integral part of this MoU and in the event of any inconsistency or repugnancy between the contents of this MoU and/or any annexure(s) hereto, the latter shall prevail to all intents and purposes.

**IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS MOU EXECUTE THIS MOU THROUGH THEIR DULY AUTHORIZED PERSONNEL'S**

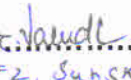
Signed by and on behalf of College of Engineering Pune	Signed by and on behalf of Donor Cookson India Private Limited, Chennai
 	 
Name: Prof. B. B. Ahuja	Name: Ravindra Mohan Bhatkal
Designation: Director	Designation: Managing Director


**Witness**

1.  (Prof. M. S. Sutaone)  
Deputy Director

2.  (P. R. Dharmangekar)  
Assoc Dean Students Affairs

Place: Pune, Date:

1.  (Vandana Raghunath)  
DF2, Sunstone, Mogappair West, CH-37

2.  (Jyoti)  
No. 12, Rajaji Street, KANAKA NAGAR  
AVADI - 71

Place: Chennai, Date:



## Annexure A

### A. Project Description - CSR Spend:

DONOR shall pay the COEP INR 15,00,000/- to be used for providing a scholarship program for needy students from underprivileged background, and b. also for providing laptops along with data cards to pursue academic course work by students studying remotely from their places and related activities.

It is acknowledged and agreed by DONOR and the COEP that the CSR Spend stated in Annexure –A are estimates only and DONOR reserves the right to revise/cancel the CSR Spend, at any time in its sole and absolute discretion without any liability to the COEP.

### B. Payment:

DONOR shall pay the COEP INR 15,00,000/- which would benefit needy students in continuing their education by implementing the Project during the Academic year 2020 – 2021.

### C. Roles and Responsibilities:

#### The COEP shall:

- (i) Fulfill the points stipulated in this Annexure A and meet DONOR criteria in selection of candidature and conduct the due diligence in ensuring that the students benefitting are genuinely financially needy and are committed to completion of the education course taken up.
- (ii) Confirm that it is a registered Trust which enables DONOR to claim such contributions as deduction u/s 80G of the IT Act.

  
Director  
College of Engineering  
Pune-411005.

For Cookson India Pvt. Ltd.

  
Managing Director

## Annexure B

Report for Utilization of CSR Spend:

1. Name of the Project:
2. Project Co-Ordinator:
3. Agreement NO# ....dated
4. Date of transfer of CSR spend:

### 5. Details of Utilization



**Director**  
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Managing Director



Annexure C

**BANK DETAILS FOR RTGS/NEFT TRANSFER**

Account No	<b>30465455638</b>
Account Holder	DIRECTOR COLLEGE OF ENGINEERING, PUNE
Account Type	Current Account
IFS Code	SBIN0010431
SWIFT CODE	<b>SBININBB238</b>
MICR Code	411002060
Beneficiary Bank	State Bank of India, College of Engineering Shivajinagar, Near Sangam Bridge, Pune 411 005.

e-mail id [acco@coep.ac.in](mailto:acco@coep.ac.in)

**Director  
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For Cookson India Pvt. Ltd.

Managing Director