

Western Maharashtra
Development Corporation
Ltd., 2nd Floor, Kubera
Chambers,
Shivajinagar, Pune 411005.
D-5/STP(V)/C.R.1014/
2360-63/04



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Rs.0000600/- P85088

STAMP DUTY MAHARASHTRA

NAME _____

ADDRESS _____

THROUGH: Rs. 600/-

SIGNATURE: _____

RECEIPT NO.: 03

FOR W.M.D.C. LTD.

AUTHORISED SIGNATORY

ADDENDUM NO. 2

**TO THE MEMORANDUM OF UNDERSTANDING (MOU) FOR
SAMARTH: PROVIDING MENTORSHIP BASED ROLLING SCHOLARSHIP AND ACCESS TO QUALITY
EDUCATION TO THE STUDENTS BELONGING FROM SOCIALLY DISADVANTAGED COMMUNITIES**

This Addendum No. 2 ("Addendum") to the MOU for SAMARTH: PROVIDING MENTORSHIP BASED ROLLING SCHOLARSHIP AND ACCESS TO QUALITY EDUCATION TO THE STUDENTS BELONGING FROM SOCIALLY DISADVANTAGED COMMUNITIES is executed on this 5th day of January 2020 ("Effective Date") at Mumbai.

BETWEEN

TATA COMMUNICATIONS LIMITED: A company incorporated under the companies Act, 1956 having its registered office at VSB, MG Road, Fort Mumbai-400001 (First Party) hereinafter referred to as Tata Communications.

AND

TATA MOTORS LIMITED a company incorporated under the Indian Companies Act, 1913, having its registered office at Bombay House, 24, Homi Mody Street, Mumbai 400 001 (**Second Party**) and hereinafter referred to as TATA MOTORS LIMITED.

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TATA AUTOCOMP HENDRICKSON SUSPENSIONS PRIVATE LIMITED, A company with its Registered office at TACO House, Damle Path, Off Law College Road, Erandwane, Pune - 411 004 (**Third Party**) and hereinafter referred to as TATA AUTOCOMP HENDRICKSON SUSPENSIONS PVT. LTD.

AND

COLLEGE OF ENGINEERING, PUNE: An Autonomous Institute of Government of Maharashtra, having its office at 5, Wellesley Road, Shivajinagar, Pune-411005 (**Fourth Party**) and hereinafter referred to as COEP/the implementation partner/nodal agency.

First Party, Second Party, Third Party and Fourth Party shall hereinafter be collectively referred to as the Parties and separately as Party.

WHEREAS:

- A) The Parties had entered into MOU dated 8th of August 2016 for providing mentorship cum rolling scholarship to 75 meritorious students from College of Engineering Pune, Government Polytechnic Pune, Government College of Engineering Avasari, Cummins College of Engineering for women, Pune and Vishwakarma Institute of Technology, Pune.
- B) Further the Parties executed first Addendum dated 18th March 2018 to the MOU to make certain changes in clause 8 and 12 of the MOU.
- C) The Parties have now decided to amend clause 3,4,8,12,13 and 14 of the MOU and add names of the Parties to the Addendum as well as the MOU along with Annexure-1, through this Addendum Agreement, on the terms and conditions, as stated below.

THE PARTIES VIDE THIS ADDENDUM HAVE NOW MUTUALLY AGREED TO AMEND/MODIFY THE SAID MOU IN THE FOLLOWING MANNER.

- 1) It has been agreed between the Parties to include Tata Motors Limited and Tata Autocomp Hendrickson Suspensions Private Limited as mentioned above, as Party to the MOU from the date of the MOU.
- 2) This Addendum shall commence from the Effective date and shall continue till 31st March 2021. (Addendum Term).
- 3) This **Addendum** hereby further add, modifies and amends the following terms of the said MOU with effect from _____ of January 2020 ("Effective date"): -

"3. COVERAGE

3.1 COEP will be the nodal agency for implementation of the Scholarship program reaching out to 100 students from socially and economically marginalized sections to support their educational expenses that are not covered in other conventional scholarships.

3.2 COEP would implement the project within a period of 2 years.



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3.3 Existing five colleges: (i) College of Engineering Pune (ii) Government Polytechnic, Pune (iii) Government College of Engineering and Research, Avasari Khurd (iv) Cummins College of Engineering for Women, Pune (v) Vishwakarma Institute of Technology (VIT)

3.4 FY20 onwards, Cummins College of Engineering for Women, Pune and VIT will be excluded from the program. However; existing students who are part of scholarship will continue to receive scholarship (subject to criteria being fulfilled) till they graduate.

3.5 FY20 onwards, two new colleges will be included in this program i.e. (i) Government College of Engineering, Karad and (ii) Government Polytechnic, Avasari.

EXPECTED OUTCOMES

Sustainable Development Goals Addressed- The program directly addresses the following Sustainable Development Goals (SDGs):

SDG Addressed	Relevance
 <p>4 QUALITY EDUCATION</p>	<p>Quality education: Ensuring educational security of meritorious students coming from disadvantaged background (Affirmative Action background) by offering financial assistance to support their education and living expenses.</p>
 <p>5 GENDER EQUALITY</p>	<p>Gender equality: Within the AA focus group, there is special focus on inclusion of deserving girl students to support and enable them.</p>
 <p>17 PARTNERSHIPS FOR THE GOALS</p>	<p>Partnership for goals: The program is supported by three Tata group companies and implemented by 5 different colleges. Partnership has enabled us to give scale and sustainability to the program.</p>

Sr No.	Outcome
1	100 meritorious students to be reached
2	Improvement in academic scores of the scholars
3	Improved English speaking and business communication skills of scholars
4	Improved life skills and 21 st century skills of scholars through mentorship program



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4. KEY FEATURES

- 4.1 Total of 100 meritorious students will be part fo the program every financial year.
- 4.2 Tata Communications Limited will support 40 scholars every financial year.
- 4.3 Remaining 60 scholars will be supported by Tata Autocomp Hendrickson Suspensions Pvt. Limited.
- 4.4 Each Identified Student shall be assigned a mentor, who will be a senior leader either from Tata Communications Limited/ Tata Motors Limited / Tata Autocomp Hendrickson Suspensions Pvt. Limited. The assigned mentor will guide the respective Identified Student during the course of his/her academic life. It will be done as part of calendarized employee volunteering activity every year.
- 4.5 Each Identified Students will receive Inputs on soft/life skills (such as spoken English and business communications).
- 4.6 COEP would implement all the activities as mentioned above.

8. BUDGET

Total budget for two years (i.e. FY20 and FY21) is **INR. 30,00,000 (Rupees Thirty Lakhs Only)**.

Budget breakup is given below;

No.	Details	Amount (INR)
1	Scholarship amount per student per month	4,000
2	Number of total scholarships given by Tata Comm	40
3	Number of academic months per year	10
4	Amount per student per academic year (10 working months)	16,00,000
5	Scholarship amount	32,00,000
6	COEP admin expenses	3,20,000
7	Total amount	35,20,000
8	Amount due for disbursal in FY20	30,00,000

*An unutilized amount of INR. 6,12,534 (Rupees Six Lakhs Twelve Thousand Five Hundred Thirty-Four Only) will be utilized during the period of this Addendum.

The funds provided every financial year will support 40 scholars. Any amount remaining unutilized during a financial year shall be carried forward in the next financial year to support additional scholars.

12. DISBURSEMENT OF FUNDS

100 percent of the proposed project fund, i.e. **INR. 30,00,000 (Rupees Thirty Lakhs Only)** to be disbursed after 15th December 2019. College of Engineering Pune agrees that it shall utilize the project funds only for the purpose stipulated herein above and will provide documentary evidence of the utilization of funds for the records of Tata Communications Limited.

13. REPORTING, MONITORING & EVALUATION



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COEP will monitor the progress on the above-mentioned deliverables and submit project progress and financial reports as per the below timelines:

Monitoring Methodology	Report to CSR Team of Tata Communications
Progress report on all aspect of the activities under this agreement	Quarterly
Financial utilization against budgets	Quarterly
Statement of utilization of CSR Contribution	Quarterly
Statement of utilization of CSR Contribution duly signed by management of COEP & CA firm	Within 60 days from end of each financial year in which CSR contribution is made

14. ADDENDUM TERM

The term of this addendum is for a period of two (2 years) i.e. FY 20 and FY21. The validity of the addendum is from 1st April 2019 till 31st March 2021. The Scholarship for a selected student will be continued till the selected student graduates from the respective institutions subject to performance on the evaluation criteria laid under the Scholarship Program.

ANNEXURE - I						
Project Proposal from COEP						
A	Introduction					
	College of Engineering is a Public Charitable Trust registered under the Bombay Public Trust Act, 1950.					
B	Scope of the Project					
	The Scholarship Programme is part of the Tata Affirmative Action Programme of Tata Communication Ltd , Tata Motors Ltd, and Tata Autocomp Hendrickson Suspensions Pvt Ltd and college of Engineering, Pune (COEP) will be institutionalizing the programme for the benefit of students enrolled at Selected Institutions. Tata Motors Ltd, Tata Communication Ltd and Tata Autocomp Hendrickson Suspensions Pvt. Ltd. and college of Engineering, Pune (COEP) will be supported by COEP in identifying certain students at Selected Institutions who belong to the socially disadvantaged community (primarily those belonging to SC/ST category) and/or economically weaker section whose annual family income is less than INR 4,50,000/- (Rupees Four lakhs Fifty Thousand Only), hereinafter referred to as "Identified Students". The scholarship fund to the Identified Students is extended to support their expenses of tuition and related academic expenditures that are not covered in other conventional scholarships, hostel fees, and food and to some extent academic needs such as purchasing text/reference books, photocopying, stationary items etc.					
C	Target Beneficiary and Eligibility Criteria					
	#	Eligibility Criterion	Unit of Measurement	Value	Documentary Evidence or Proof	Remarks, if any



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1	Underprivileged youth	Family Income	Family Income Less than 4.5 Lacs	Income proof certificated by local area representative	In case of non-availability of income proof: the HOD of identified student will ascertain the same in writing.
2	Educational Criteria	%age	Above 2 nd class/grade	Mark sheet	
3	Gender Diversity	%age	Minimum 50%	NA	Preference to be given to Female Student
4	Affirmative Action	%age	Minimum 40%	NA	Preference to be given to AA Student
5	PWD Students	%age	Minimum 2%	Respective document	Preference to be given to PWD Student

D SELECTION PROCEDURE

The procedure for selection of the Identified Students is as follows:

1. Interested candidates to apply through the prescribed Application Form available at the desk of the Principal/Director/Coordinator of the scheme of their respective college
2. The duly filled in forms (along with the list of certificates and supporting documents) to be submitted to the Principal/Director/Coordinator of the scheme of respective college
3. Shortlisted candidates (based on the guidelines as mentioned in the Eligibility Criteria Section of this MOU) will have to appear for a panel interview. Panel will comprise the representatives of TATA MOTORS LIMITED, TATA COMMUNICATIONS and TATA AUTOCOMP HENDRICKSON SUSPENSIONS PVT. LTD and the respective Selected Institutions. The final selection of the candidates will rest on the collective wisdom of the interview panel
4. Once the candidate is selected by the above-mentioned panel, he/she will receive a letter of confirmation from TATA MOTORS LIMITED, TATA COMMUNICATIONS and TATA AUTOCOMP HENDRICKSON SUSPENSIONS PVT. LTD through their respective Selected Institution
5. The continuation of the scholarship will be based on the performance parameter defined by TATA MOTORS LIMITED, TATA COMMUNICATIONS, TATA AUTOCOMP HENDRICKSON SUSPENSIONS PVT. LTD and COEP

E Budget

Sr	Particular	Nos of students supported	Unit Cost in Rupees	Total Cost in Rupees
1	TML contribution for Tata Samarth Scholarship Programme	20	40,000	8,00,000
2	Tata Communications contribution for Tata Samarth Scholarship Programme	40	40,000	16,00,000
3	Tata Autocomp Hendrickson Suspensions Pvt. Ltd contribution for Tata Samarth Scholarship Programme	40	40,000	16,00,000



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Total Direct Cost: Identified Student scholarship fund @ Rs.40,000/ students for 100 students per academic year (I)	40,00,000
Administrative Overheads, if Applicable (In-direct cost) @ 10% (II)	4,00,000
Total Cost (I + II)	44,00,000
Tata Motors Ltd Contribution to overall projects is	₹ 8,80,000
Tata Communications Contribution to overall projects is*	₹ 17,60,000
Tata Autocomp Hendrickson Suspensions Pvt. Ltd Contribution to overall projects is	₹ 17,60,000

Tata Communications will contribute INR.30,00,000 (Rupees Thirty Lakhs) in FY20 which will be utilized for 2 years. An unutilized amount of INR. 6,12,534 (Rupees Six Lakhs Twelve Thousand Five Hundred Thirty-Four Only) will be utilized during the period of this Addendum.

4. The rights and obligations under the said MOU and this Addendum may not be transferred or assigned to a third party by either Party without the prior written consent of the other Party; provided however, Tata Communications may transfer or assign all or part of their rights and/or obligations of the said MOU and this Addendum to one or more of its parent or affiliates. The said MOU and this Addendum shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assignees. It shall include an affiliate or a subsidiary to whom rights and obligations in terms of the said MOU and this Addendum (or any interest in those rights) are transferred or pass because of a merger, division, reconstruction or other re-organization involving that party.
5. This Addendum can only be modified or amended by a written instrument signed by the parties. A waiver of any right by either party will not constitute a waiver of such right on any subsequent occasion. If any provision of this Addendum is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this Addendum.
6. COEP acknowledges that Tata Communications has certain intellectual property rights that may be revealed or provided to the COEP in accordance with the said MOU and this Addendum. COEP acknowledges that the said MOU and this Addendum does not grant any right or title of ownership in Tata Communications intellectual property rights unless specifically provided in this Addendum.
7. COEP represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority during the term of this Addendum; (ii) the performance of COEP's obligations under this Addendum will not violate any applicable law, rule or regulation (iii) COEP is authorized and has completed all required corporate actions necessary to execute this Addendum; (iv) COEP shall not carry out any act or omission that results in Tata Communications breaching any law, rule or regulation; (v) execution of this Addendum will not breach any other agreement to which it is a party or is otherwise bound; and (vi) COEP and its activities contemplated herein and the said MOU and this Addendum are covered and compliant with the provisions of Companies Act, 2013 and the rules made thereunder in so far as they relate to corporate social responsibility.



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8. Save and except provided herein, it is agreed between the parties that COEP is an independent organization. Neither the COEP nor any of its employees or agents are authorized in any manner whatsoever to act as an agent for Tata Communications, to act on behalf of Tata Communications, or to undertake any act which will be binding upon Tata Communications.

9. **RATIFICATION**

The said MOU as amended by this Addendum, is hereby ratified by all parties and remains in full force and effect. Save and except amended by this Addendum, the terms and conditions of said MOU shall remain valid and binding upon the parties. All other terms and conditions as set out in the said MOU, shall remain unchanged and continue to apply.

10. **CONFLICTS**

To the extent any provision of this Addendum, conflicts with any provision of the said MOU, this Addendum, shall prevail.

11. **COMPLIANCE WITH LAWS**

In performing its obligations under this Addendum, College of Engineering Pune will comply, and will cause its personnel and agents to comply, with all applicable anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and similar laws of any other Governmental Authority, and represents that it has not taken and shall not take any action in furtherance of an unlawful offer, promise, or payment to or for the benefit of any person, including but not limited to (i) any government official or employee (including, without limitation, any official or employee of a government agency, regulatory authority or entity owned or controlled by the government), any candidate for public office or official of a political party, or any official or employee of a public international organization (any of the foregoing, a "Government Official"); (ii) any member of a Government Official's family; or (iii) any political party. College of Engineering Pune shall also comply with the highest level of integrity and ethical practices and shall conduct all its dealings with the highest business standards.

12. **TATA CODE OF CONDUCT:**

COEP has caused its relevant personnel to read the Tata Code of Conduct available at <https://www.tatacommunications.com/wp-content/uploads/2017/07/CORP-TataCodeofConduct-20170516.pdf> and agrees to comply with the same in its performance of the Agreement. In connection, herewith, COEP shall abide by TATA COMMUNICATIONS LIMITED's Code of Conduct (available at www.tatacommunications.com) and shall immediately disclose any breach of these provisions. Any violation of TATA COMMUNICATIONS LIMITED's Code of Conduct by COEP shall constitute a breach of this MOU and TATA COMMUNICATIONS LIMITED shall have the right to



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take appropriate actions or remedies, including legal remedies as may be required under the circumstances.

13. COUNTERPARTS




This Addendum, may be executed in one or more counterparts, each of which shall be deemed an original copy of this Addendum, and all of which, when taken together, shall be deemed to constitute one and the same Addendum.

14. That, the said MOU stands amended/ modified only to the extent of modifying aforesaid clauses of the said MOU. All other terms and conditions as set out, remain unchanged and continue to apply under the said MOU. Any changes in future shall be issued through separate Addendum (if so desired).

15. EMPLOYEE VOLUNTEERING

Tata Communications will organize employee volunteering opportunities for SAMARTH scholars on a routine basis (monthly opportunities).

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS ADDENDUM THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

FOR Tata Communications Limited	For Tata Motors Limited	For Tata Autocomp Hendrickson Suspensions Pvt. Limited	For College of Engineering Pune
Name: CT Sadanandan	Name: ROHIT CAROS	Name:	Name: PROF. B. B. ANUJA
Designation: VP, Corporate Services and Corporate Social Responsibility	Designation: Deputy General Manager	Designation:	Designation: DIRECTOR
Signature: 	Signature: 	Signature:	Signature: 
Date: 06-01-2020	Date: 05/02/2020	Date:	Date: 09/01/2020

