

MOU FOR CSR ACTIVITIES

This MOU is made and executed at New Delhi on this **1st April 2024** by and between:

JIVANTI WELFARE AND CHARITABLE TRUST, a Trust under India Trust Act and having its registered office at 8/3 Asaf Ali Road, New Delhi – 110002 - hereinafter referred to as the “**JIVANTI**” in this MOU which expression shall unless repugnant to the context include its successors, nominees and assignees, the **PARTY OF THE FIRST PART**,

AND

Sujagriti Samaj Sevi Sanstha, Morena, Madhya Pradesh, a community based voluntary non profit society Sujagriti is registered under the societies Registration Act 1963. Gwl. 5604 7th January 1999 having its office at L.I.G. 914, Mayor Van New Housing Board Colony Morena (M.P.), PIN - 476001 and represented by its Director, which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, representatives, successors and assigns, etc. hereinafter referred to hereinafter referred to as **SSSS** and called as “**Implementing Partner**”, the **PARTY OF THE SECOND PART**

JIVANTI and the Implementing Partner are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS the JWCT is focused mainly on fulfilment of welfare and charitable obligations towards society at large through advancement of equal opportunities for education, providing food, healthcare, medical care ensuring environmental sustainability, enhanced vocational skills and advancement of any other objects of general public welfare.

WHEREAS **SSSS** is a non-governmental organization, also affiliated to Earth Charter International, Earth Charter Youth Group and SAYEN Asia. Honoured by recognition Award By World bank in Washington D.C. in 2005 and involved in socioeconomic development of the people of Uttarakhand, through various employment generation initiative which optimize the available natural resources and skills, keeping in mind the environment sustainability of the Himalayan region.

WHEREAS JWCT has adopted conservation and sustainable development of biological diversity as part of Dabur India Limited Corporate Social Responsibility and has designed an integrated programme through a community centric Project based approach and for this purpose approached the **SSSS- MORENA** for a collaborative afforestation programme on **Guggulu (*Commiphora wightii*)**.

AND WHEREAS the parties herein have arrived at the modalities and agreed to document operative modality, mutual responsibilities and obligations for these activities through this Memorandum of Understanding.

WHEREAS:

- a) JIVANTI mainly focus on fulfilment of welfare and charitable obligations towards the society at large through advancement of equal opportunities for education, providing food, health care, medical care, ensuring environmental sustainability, enhanced vocational skills and advancement of any other objects of general public welfare under CSR project of Dabur India Limited.
- b) JIVANTI proposes to initiate a CSR project of Dabur India Ltd. in terms of section 135 of the Companies Act, 2013 pursuant to its Corporate Social Responsibility Policy and to undertake CSR activities in accordance with the provisions of the Companies Act, 2013.
- c) The Implementing Partner has represented to JIVANTI that it has a very good track record and acquired considerable knowledge and expertise in the field of **rural development**, and that it is willing and able to carry out such activities towards the fulfilment of its objects. Accordingly, the Parties agreed to carry out the following CSR activities (CSR Project) in the areas stated in **Annexure-1**
- d) The Parties, therefore, in consideration of their initiative to support the cause of CSR Project, have agreed to enter into this MOU on the terms and conditions hereinafter appearing.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF FULFILLING THE SOCIAL OBJECTIVES, MUTUAL PROMISES, RECITALS, MOU AND COVENANTS HEREINAFTER SET FORTH, THE PARTIES HERETO AGREE AS FOLLOWS

1. Scope of the Agreement

- (i) JIVANTI, with a view to discharging its CSR projects, partnering with partner NGO to carry out activities in the field of health care, environment sustainability, skill development project, school support & social upliftment in the rural communities. The detailed scope of the Agreement and the Implementing Partner responsibilities are specified in **Annexure I** (Scope of Work and Responsibilities).
- (ii) The implementing partner shall implement the CSR Project by utilizing the CSR fund in accordance with the provisions of this Agreement and the Act.
- (iii) The CSR Amount released to the Implementing Partner shall be used solely for the purpose of implementing the CSR Project in accordance with the CSR Project Implementation Schedule and the Scope of Work. The CSR project shall not be part or partial activities of any other CSR project run/implemented by the Implementing Partner. It should be a distinct CSR project for the targeted beneficiaries.
- (iv) JIVANTI shall not provide any additional funds in respect of work done outside the Scope of Work and/or beyond the CSR Project Implementation Schedule and takes no responsibilities whatsoever for such work.
- (v) Media interaction with the beneficiaries and their relatives may be arranged by the Implementing Partner and JIVANTI with prior intimation and co-ordination and under controlled circumstances.
- (vi) JIVANTI shall be entitled to use the photographs of the beneficiaries for reporting and promotion. The Implementing Partner shall be responsible to secure appropriate no objection (NOC) for the concerned beneficiaries in this regard. This utilization shall be applicable during and after the period of agreement with and the promotional material should mention "in association with the Implementing Partner".
- (vii) The Implementing Partner shall appoint a point of contact (POC) in writing acceptable to JIVANTI for co-ordination purposes.

(viii) The Implementing Partner shall submit Project Evaluation Report to JIVANTI. All financial report shall be duly audited by the auditor of the Implementing Partner on regular basis.

2. Project Monitor

In order to institute a transparent monitoring mechanism for implementation of the CSR Project, JIVANTI shall appoint a 'Project Monitor', who shall have the rights to supervise/oversee all activities under this Agreement. The Project Monitor shall have the right to visit the offices and locations of the implementing Partner to inspect the Project Documents, engage in discussions with the Implementing Partner officials, the beneficiaries under the CSR Project and other persons engaged in the CSR Project, obtain evaluation and such reports as the Trust of JIVANTI may determine from time to time. The implementing Partner shall facilitate such review and inspection by the Project Monitor in a transparent manner.

The implementing Partner agrees that if as a result of review by JIVANTI or the 'Project Monitor', it is of the opinion that the implementing Partner has not implemented/nor is likely to implement the CSR Project in accordance with the terms and spirit of this Agreement and/or the Implementing Partner has not commenced/nor is likely to commence its activities as per the CSR Project Implementation Schedule, JIVANTI shall be entitled to terminate this Agreement forthwith. In such an event the Implementing Partner shall be liable to repay unutilized amount disbursed by JIVANTI within 15 (fifteen) Business Days of such termination.

JIVANTI and the implementing Partner shall maintain all records and report of the monitoring process and take agreed actions to implement the Project activities in an effective manner. JIVANTI has right to conduct audit and inspection of the project as and when required by itself or from 3rd Party Agency.

3. Responsibilities

Responsibilities of the Implementing Partner and JIVANTI is stated in **Annexure – I**

4. Disbursement of CSR Fund

CSR amount shall be disbursed as per the schedule mentioned in **Annexure-II (Budget and Disbursement of CSR Fund)**. The Implementing Partner shall maintain all record and register of income and expenditure in timely, accurate and complete manner. Any bank interest accrued on the CSR Amount disbursed by JIVANTI shall be accounted for and used solely for the purposes of the CSR Project. The implementing Partner shall submit a fund requisition application as given in **Annexure – II**, after successfully utilization the previously disbursed fund.

Term and Termination

- (i) This Agreement is **effective from 01-04-2024** and shall be **valid until 31-03-2025** (“**Term**”).
- (ii) JIVANTI may terminate this Agreement by serving a written notice of 30 (thirty) days to the Implementing Partner.
- (iii) Upon the expiration or termination of this Agreement for any reason, the Parties agreed that:
 - (a) To cease immediately the work being undertaken under the CSR Project
 - (b) To cease using any trademarks, or any confusingly similar names, trade dresses, marks, systems, insignia, symbols or other rights, procedures, or methods of the other Party.
 - (c) To immediately return to JIVANTI all plans, specifications, data, programs, materials, reports, and other materials in relation to the CSR Project which are in possession of the implementing partner subject to intellectual property rights and patient confidentiality concerns.
 - (d) To cease immediately to hold itself out in any way or to do anything which would indicate any relationship between JIVANTI and the Implementing Partner.
 - (e) To submit to JIVANTI a complete report of the utilization of the CSR Amount till the date of termination or expiry of this Agreement within 15 (fifteen) days of such termination.
 - (f) To strictly comply with the confidentiality obligations under this Agreement.
- (iv) The 2nd Party agreed to provide **Final CA Authorized Utilization Certificate** and **MOU Closure certificate** within 30 days of completion of MOU tenure
- (v) Any **unspent amount** at the end of MOU Period shall be returned to Jivanti Trust at the time of completion of project within 30 days or the same amount can be utilized for the similar project as per mutual agreement and addendum.
- (vi) The 2nd Party will help Jivanti Trust in assessment, audit or impact assessment by self or any 3rd party agency as authorized by Jivanti Trust during the MOU tenure and after completion of MOU.
- (vii) The 2nd Party will provide quarterly report and final annual report along with the Geotag and/or dated photographs as required.
- (viii) The both the party agrees that the grant is not the part CORPUS.

5. The Implementing Partner's Representations and Warranties

The implementing Partner hereby makes the following representations, warranties, and confirmations; and states that the same are true, correct, valid and subsisting in every respect as on the date of this Agreement and shall remain true, correct, valid and subsist in every respect as on the date of each disbursement by JIVANTI:

- i) It is duly registered under Indian regulation and has the necessary skill, experience, and track record to implement the CSR Project and enter into and ensure the performance of its obligations under this Agreement.
- ii) The execution of this Agreement and implementation of the CSR Project is not in conflict/violation of its Constitutional Documents and it is entitled to undertake the implementation of the CSR Project in accordance with the India Government Act and the Rules.
- iii) It has obtained all necessary permission and consent from the concerned authorities to execute the project activities and are in full force.

- iv) All information provided to JIVANTI are true, bonafide and accurate in all material respects, not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading.
- v) It has all necessary infrastructure, technical staff, supporting staff, instruments, tools, and others support what are required for successfully implementing the CSR Project;
- vi) It is in compliance in all respects with all laws and regulations relating to its assets, the CSR Project and its business and operations.
- vii) Shall immediately inform to JIVANTI, in case any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the CSR Project.
- viii) Shall immediately inform to JIVANTI, in case any action or steps taken or legal proceedings started against it in any court of law with respect to the CSR Project including for its winding-up, dissolution, insolvency, administration or re-organisation etc.
- ix) Shall immediately inform to JIVANTI in case, the implementing Partner not able to utilize the entire CSR Amount for implementing the CSR Project.
- x) Ensure that all of the CSR Amount is prudently managed and shall take necessary action to ensure that CSR Amount is used solely for the purposes of the CSR Project.
- xi) Shall be solely responsible for supervision and control of its employees, their safety, security, proper behaviour and conduct. The implementing Partners shall comply with all labour legislations applicable to its employees including but not limited to payment of wages, ESIC, PF, bonus employee's compensation, welfare fund and terminal benefits as may be payable under any applicable laws.
- xii) Shall not use JIVANTI or Daburname or logo for fundraising, promotional or any other purposes without the prior written consent of JIVANTI.

6. Confidentiality

- (i) Implementing Partner agrees that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party except as approved in writing by JIVANTI, and will use confidential information for no purpose other than for carrying on the purpose of this Agreement.
- (ii) Confidential Information shall not include disclosed information that the Implementing Partner can prove: (a) receiving party knows at the time of disclosure, free of any obligation to keep it confidential, as evidenced by written records; (b) is or becomes generally publicly by written records; (c) receiving party independently developed without the use of any confidential information as evidenced by written records; (d) or receiving party rightfully obtains from a third party who has the right to share the same without any confidentiality obligations.

7. Independent Contractor

The Parties shall act in all matters pertaining to this Agreement as independent parties. The Agreement is being entered into on a principal-to-principal basis and does not and shall not be deemed to make either party an agent, partner or joint venture partner of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party. The implementing Partner shall perform the work hereunder in accordance with its own methods subject to compliance with the Agreement.

8. Intellectual Property Rights

The Implementing Partners shall not have or claim to have any rights in or to JIVANTI' title, trademarks, trade names, logo or any such property provided by JIVANTI or its affiliates or

associates. Neither Party shall at any time use any names, logos, trade names or trademarks of the other Party or any affiliate or associate companies in connection with any kind of advertising, promotion, publicity, merchandise, product or service or for any other purpose without the prior written consent of the other Party.

9. Indemnity

To the fullest extent permitted by applicable law, Implementing Partner shall indemnify and hold harmless JIVANTI, its directors, officers, employees and agents from and against any and all claims, losses, damages, expenses and other liabilities (collectively referred to as "Claims") that the other Party may suffer, that arise out of or in connection with the Implementing Partner's negligence, wilful misconduct or its breach of any representation, warranty, covenant or other obligation under this Agreement.

10. Limitation of Liability

JIVANTI shall not be liable for any loss of use, revenue, or anticipated profits, or for any incidental or consequential damages arising out of or in connection with the MOU.

11. Waiver/ Forbearance

Any waiver or forbearance or delay on the part of JIVANTI to insist upon the performance of any terms and conditions of this Agreement, or to exercise any right or privilege conferred by this Agreement, shall not be construed as a waiver on the part of JIVANTI of any of the terms or conditions of this Agreement or of any of its rights or privileges or of any other default on the part of the implementing Partner, and all original rights and powers of JIVANTI under this Agreement will remain in full force, notwithstanding any such forbearance or delay.

12. Force Majeure

Parties shall not be liable for any loss or damage for delay in delivery of the Project activities due to causes beyond its reasonable control, including, but not limited to, acts of civil or military authority, priorities, fire, strikes, floods, epidemics/pandemic, war, riots, notification/order of government or compliance with any governmental rules or regulations, acts of terrorism and in such a delay occur, Parties may reasonably extend the Project activities for such delayed period or may terminate it if such force majeure event continue for 30 days.

13. Modification

This Agreement and its annexures shall not be changed, modified, or amended except in writing signed by duly authorized representatives of both the Parties.

14. Dispute Resolution

If any dispute arises between the Parties out of or in connection with this Agreement whether in the nature of interpretation or meaning of any term hereof or as to any claim by one against the other, or otherwise the same shall be referred to sole arbitrator to be appointed by the mutual consent of both the Parties and the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and its amendment thereto. The seat or legal place of arbitration shall be New Delhi. The language to be used in the arbitral proceedings shall be English. The

award given by the arbitrator upon such references shall be final and binding upon the parties, and each party shall bear its own expenses in relation to such arbitration unless otherwise awarded by the arbitrator, the fees of the arbitrators shall be shared equally by the Parties.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India and this Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi.

16. Miscellaneous

- (i) **Assignment**: The Implementing Partner shall not assign or sub-contract any of its rights, benefits or obligations under this Agreement to any third party, without the prior written consent of JIVANTI.
- (ii) **Severability**: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement or affect such provision in any other jurisdiction.
- (iii) **Counterparts**: This Agreement shall be executed in two counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Section headings in the Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.
- (iv) All Annexures hereto shall be deemed to form an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this memorandum of Understanding on this day, month and year first above written.

**For JIVANTI WELFARE AND
CHARITABLE TRUST (JIVANTI)**

**FOR SUJAGRITI SAMAJ SEVI
SANSTHA, (SSSS- MORENA)**

Name:

Name:

Witness-1

Witness-1

Name & Address:

Name & Address:

Witness-2

Witness-2

Name & Address:

ANNEXURE I

SCOPE OF WORK AND RESPONSIBILITIES

Project Name: Programmes to protect endangered species of herbs & plants, enhancing livelihood of farmers

SCOPE OF WORK

1. That the signing parties to work together with a common goal of ensuring sustainable resource management for selected medicinal plants-through mass scale plantation and conservation of selected species in and thereby ensure improvement in livelihood opportunities for communities in the state of Uttarakhand.
2. The signing parties have identified the following species of medicinal plants to be included on priority under this memorandum of Understanding:

A. Guggulu (*Commiphora wightii*)

The above species were identified for inclusion under the project jointly by JWCT with consultation with Dabur India Limited and Sujagriti Samaj Sevi Sanstha, Morena (SSSS-MORENA). Both the signing parties agree to promote the conservation and resource augmentation for the above species in the lands owned by tribal community/farmers preferable in the region as **Morena district of Madhya Pradesh**

Technical Programme:

1. Production or arrangement of elite saplings for the above species through this nursery production facilities or utilizing the other resources in the niche area.
2. Maintenance of existing species of Guggulu plants for cyclic production in Kutch area.
3. Distribution, planting and maintenance of saplings under targeted afforestation program, wherever community / farmers are willing.
4. Distribution of saplings to the dependent communities of concern farmers and Van Panchayat for planting and skill development.
5. Mass scale plantation of the targeted species through cluster development approach.
6. Capacity building, Technological intervention and long term monitoring of plantations.

7. Socioeconomic development of the involved community through sustainable production of selected species.

Physical Target and Progress Verification

S. No.	Species	1 st Year
1	Guggulu (<i>Commiphora wightii</i>)	60,000
	Total	60,000

Proposed work with Timeline / Yardstick

S. No.	Annual Work Parameter	Quarter 1	Quarter 2	Quarter 3	Quarter 4
		Apr-Jun	Jul-Sep	Oct- Dec	Jan-Mar
1	Establishment Nursery	1			
2	Arrangement of QPM& Plantation of Guggulu saplings by Sujagriti Samaj Sevi Sanstha, Morena (SSSS-MORENA)				
	Guggulu (<i>Commiphora wightii</i>)		60,000		
5	Farmers Awareness/Training /Workshop				
	State Level		1		
	District Level		1		
	Village level			1	1
6	Plantation		To be done		

Tentative Benefit

1. The environmental benefits and livelihood opportunities are created under the project.
2. Both the signing parties to abide by the same and work together to ensure that, the targets of the project are met with effectively.
3. Women drudgery reduction and proper utilization of unutilized land for poverty alleviation

RESPONSIBILITIES

Responsibilities of JIVANTI:

- a. Will provide necessary financial support for running the approved activities.
- b. Closely monitor the CSR Project on a regular basis.
- c. Complete technical support to SUJAGRITI SAMAJ SEVI SANSTHA, MORENA (SSSS- MORENA) in project design including the nursery development.
- d. Scientific evaluation of site and assessment for elite germplasm of the targeted species mother stock basis the authentic specifications, supply of available mother stocks and collection assistance as well.
- e. JIVANTI will help in Training of beneficiaries/ village resource persons, project monitoring and such other technical support to the beneficiary communities.

Responsibilities of Implementing Partner:

1. Arrangement of QPM for the selected species for nursery development through site identification of mother germplasm and seed collection.
2. Saplings development of targeted species through scientific nursery raising including site selection and resource management.
3. Distribution of targeted saplings of Guggulu under "*Exsitu*" conservation on yearly basis with cluster development approach.
4. Maintenance of previous Guggulu plantation in the area covered under the project in previous years will be done by SSSS-MORENA.
5. Awareness and training to selected farmers for initial tree maintenance and future related operations like gum harvesting and post-harvest. Training programs needs to be fixed in a mutual consent with Dabur team.
6. Identification of cluster/ hamlet and beneficiary communities in the project areas and institutional building. For this purpose, SSSS is free to assign the project to existing village institutions like Self Help Groups (SHGs), Self-Reliant cooperatives and Village Organizations (VOs).
7. Documentation of baseline data with reference to demographic profile, income levels and goal setting in terms of livelihood promotion
8. Mobilization of communities and event organization for training programmes and such other group engagement activities
9. Periodical project monitoring in terms of progression and to redress the constraints in programme implementation
10. Liaison with government and village level institutions for smooth implementation of programme
11. Mobilization of any subsidy schemes/Projects designed for the community benefits within the technical scope of the project.
12. To ensure the completion of target within the project tenure while any difference in the target can be completed after the set tenure within minimum time span, without any extra budgetary provision for this period.
13. SSSS needs to facilitate the plantation as well as trainings and capacity buildings in coordination with concerned scientist- informed well in advance.

14. For the timely project delivery, SSSS will depute a technical extensional Resource person after signing the MoU.
15. Sujagriti Samaj Sevi Sanstha, Morena (SSSS- MORENA) is free to arrange the targeted saplings from Forest department nursery/other reliable agencies in case of non-production/less production at their own nursery.

**For JIVANTI WELFARE AND
CHARITABLE TRUST (JIVANTI)**

**For SUJAGRITI SAMAJ SEVI
SANSTHA, (SSSS- MORENA,
Madhya Pradesh)**

ANNEXURE – II

Budget and Disbursement of CSR FUND

Budget

The total amount of financial assistance as agreed between the parties for the entire CSR project will not exceed **Rs. 19,05,500/- (INR: NineteenLakhFive thousandFive Hundred Only)** to be provided by JIVANTI to the Implementing Partner on payment basis from time to time in phases and as per the payment plan/schedule or as may be mutually decided by both the parties in writing. The Implementing Partner hereby agrees to utilize the said amount in accordance with the approved budget.

Disbursement of CSR FUND

JIVANTI agrees to meet all the cost and release the CSR Fund in form of Annual Grant to the Implementing Partner:

- **1st Instalment - 40% (Rs. 7,62,200 /-)** of the CSR Fund shall be released upon signing of this MOU.
- **2nd Instalment - 30% (Rs. 5,71,650/-)** of the CSR Fund shall be released upon utilisation of the 1st instalment and submission of Utilisation Certificate and its verification
- **3rd and Final Instalment- 30% (Rs. 5,71,650/-)** shall be released upon completion of project and receipt of Utilisation Certificate of total grant along with the completion report and its verification.

The amount will be disbursed as per the quarterly expenditure plan and on submission of Utilisation Certificate of the last payment by the Implementing Partner.

Budgetary Break-up:

Financial Needs Identified 2023-2024 (Rs. 19.05 Lacs)

Sr no.	Particulars	FY 2024-25 (in Rupees)
1	Production of quality planting material of guggulu (60,000saplings) its transplantation in natural habitat (100 acres in farmers' land) and maintenance including previous plantation	15,00,000
2	Farmer training, community mobilisation and capacity building programme for awareness on conservation through cultivation and sustainable management of natural resources.	1,00,000
3	Manpower for project implementation	1,50,000
4	Logistics and Travel Assistance	1,00,000
5	Sub-Totals	1850000
6	Project Overhead charges @ 3 %	55500
	Grand Totals	19,05,500

**For JIVANTI WELFARE AND
CHARITABLE TRUST (JIVANTI)**

**For SUJAGRITI SAMAJ SEVI
SANSTHA, MORENA (SSSS-
MORENA)**

FUNDS REQUISITION APPLICATION

To,

Jivanti Welfare And Charitable Trust
8/3, Asaf Ali Road
New Delhi - 110002

Dear Sir/Madam,

Enclosed is the Fund Utilization details of expenditure and acopy of Invoice wherever applicable incurred by us during the period from _____ to _____ (____ installment) received towards utilization of funds as submitted along with progress report.

We hereby confirmed that the progress of the project activities is undertaken as per the agreed project plan. Thus, we request you to release the next installment of Rs. _____ (INR: _____ Only) of the fund for meeting the further expenses towards completion of the project.

We also certified that the amounts mentioned in this funds requisition application are required wholly and necessarily for the purpose of the CSR Project namely “_____”

Thanking you,

Signature:

Name:

Designation: