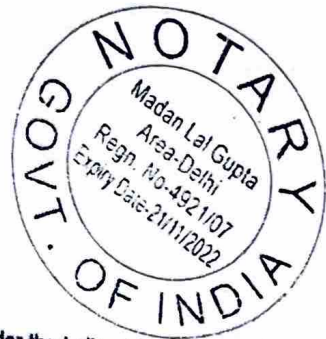


AGREEMENT

This Agreement Entered into on 10th Day of Oct 2022



BETWEEN

ONGC Foundation ((Hereinafter Referred to as **ONGCF**), a trust incorporated under the Indian trusts act 1882, having its office at 8th Floor, Core-3, Scope Minar, Laxmi Nagar, Delhi, India, 110092 (Hereinafter Referred to as '**ONGC FOUNDATION**' which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest and permitted assigns);

AND

University of Delhi, having its registered office at North Campus, Delhi, 110007. (Which Expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include its successors and permitted assigns);

University of Delhi shall hereinafter be referred to individually as a "**Party**" and collectively as The "**Parties**", as the case may be.

WHEREAS, Institute of Lifelong Learning (ILLL), University of Delhi, submitted a proposal to **ONGC, CSR** for "setting up a Writing Centre, under the aegis of ILLL (the Institute of Lifelong Learning), to train both students and faculty of the University of Delhi and affiliated colleges in developing their writing competencies in all languages and across all disciplines". Further **ONGC** has approved and sanctioned Rs. 5,62,000/- towards the project and implementation through **ONGC Foundation**

NOW therefore in consideration of the aforesaid and the mutual promises between the parties

1. Scope:

ONGCF shall provide financial assistance to the **University of Delhi** towards Project of "Setting up a Writing Centre, under the aegis of ILLL (the Institute of Lifelong Learning), University of Delhi, to train both students and faculty of the university and affiliated colleges in developing their writing competencies in all languages and across all disciplines". The scope of work and key deliverables is Placed in Annexure-I.

The detailed role and responsibilities of the **Institute of Lifelong Learning (ILLL)** are mentioned in **Annexure III** whereas the timeline is given in **Annexure-II**.

Title of the Project:

The project shall be named "Setting up a Writing Centre, under the aegis of ILLL (the Institute of Lifelong Learning), University of Delhi, to train both students and faculty of the university and affiliated colleges in developing their writing competencies in all languages and across all disciplines" in Online Mode..



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3. Assistance from ONGC Foundation

ONGCF shall grant total financial assistance of Rs.5,62,000/- (Five Lakh sixty-two thousand only) to University of Delhi towards the project cost that shall be disbursed to ILLI as per the terms of the agreement. ONGCF shall disburse the fund to Institute of Lifelong Learning (ILLI) in three instalments based on the accomplishment of Milestones as detailed in Annexure-IV.

4. Utilization of funds:

- a. Institute of Lifelong Learning (ILLI) shall utilize the funds only for achieving the objectives of this agreement. It shall meticulously maintain the records of receipt and expenditure related to this agreement.
- b. After the completion of the project, Institute of Lifelong Learning (ILLI) shall submit a project completion report with Photographs and a fund utilization certificate duly signed by their Chartered Accountant
- c. Institute of Lifelong Learning (ILLI) shall maintain an Activity cum Progress report on the usage of the assets created, if any, and furnish the same to ONGCF as and when requested.
- d. ONGCF shall have the right and permission of Institute of Lifelong Learning (ILLI) for inspection to depute its officers/representatives, to visit the offices of Institute of Lifelong Learning (ILLI) in the manner in which the funds have been used and Institute of Lifelong Learning (ILLI) shall provide all necessary cooperation to officer/representatives so deputed, including access and disclosure of such documents with the approval of Chief CSR & Registrar of Delhi University.
- e. Institute of Lifelong Learning (ILLI) agrees that it shall not transfer any part of the funds, and/or any assets created/purchased from the funds, to any other person, without the prior written consent of ONGCF
- f. In case of any unutilized grants, the same should be returned to or utilized in the way suggested by ONGCF

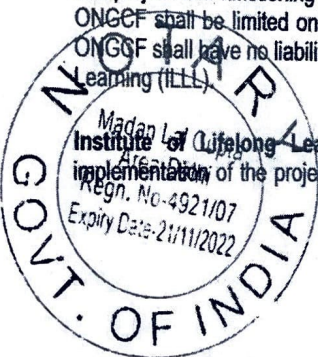
5. Indemnity:

Institute of Lifelong Learning (ILLI) shall be solely responsible for the implementation of the project including employment/engagement in any capacity of any employee/personal/workforce in the project. Compliance(s) to any law/statute/rule/regulation/guideline by Institute of Lifelong Learning (ILLI) and implementation of the project and thereafter shall be the full responsibility of Institute of Lifelong Learning (ILLI) only. ONGCF shall not be liable or responsible for any of the same.

Institute of Lifelong Learning (ILLI) agrees to indemnify and keep indemnified and hold harmless at all times ONGCF and its directors, trustees, officers, employees, and representatives against all civil and criminal liabilities, demands, and/or claims whatsoever, including claims for not being in compliance with the provisions of applicable laws, rules, regulations, and guidelines.

Institute of Lifelong Learning (ILLI) shall be solely responsible for any matter concerning any dispute whatsoever as mentioned above including negligence of any kind done in the course of implementation of this project and functioning of Institute of Lifelong Learning (ILLI). Under this agreement, the liability of ONGCF shall be limited only to the grant of financial assistance to University of Delhi for this project and ONGCF shall have no liability of any kind whatsoever regarding the overall functioning of Institute of Lifelong Learning (ILLI).

Institute of Lifelong Learning (ILLI) shall be solely responsible for any matter concerning the implementation of the project. Institute of Lifelong Learning (ILLI) shall keep ONGCF indemnified at all



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दिल्ली-110007/Delhi-110007

times against any claims, losses, damages, and legal expenses arising out of any employment dispute raised by those engaged in relation to this project.

6. **Monitoring:**

The project will be jointly monitored by **ONGCF and Institute of Lifelong Learning (ILLL)**

ONGCF shall also have the right and permission note of Lifelong Learning (ILLL) to depute its officers/representatives, to visit the actual project site for inspection of the progress made in the project at any time during the term of this agreement with the approval of Chief CSR & Course Coordinator. Any lapses found during the inspection shall be brought to the notice of Institute of Lifelong Learning (ILLL) who shall, immediately upon receipt of such notice, reply to ONGCF the reason for such lapses and shall immediately rectify the lapses, failing which ONGCF shall have the right to stop the release of funds to Institute of Lifelong Learning (ILLL).

7. **Term:**

This agreement shall come into force from the date of release of 1-Instalment and remain valid for a period of 14 months (Project: 12 months and document submission: 2 months) unless terminated earlier by the parties. The agreement may be extended for such a further period as may be agreed to by the parties in writing.

8. **Force Majeure:**

Each of the parties hereto shall be excused from the performance of its obligation by force majeure and such excuse shall continue as long as the condition constituting such force majeure continues. The parties claiming force majeure will inform the other party about the condition within 72 hours of the occurrence leading to force majeure. "Force majeure" includes causes beyond the control of any party, including without limitation, acts of God, acts, regulations or laws of any government, war, civil commotion, destruction of office facilities or materials by fire, earthquake, flood, or storm, terrorism, epidemics and failure of public utilities directly affecting the performance of the project.

9. **Termination:**

- This Agreement shall automatically terminate on the expiry of 14 months (12 months project period and 2 months for submission of documents and Completion report) from the date of signing of this Agreement &/or release of the 1-instalment, whichever is later, as provided in the clause above unless extended by the Parties by mutual consent.
- Parties may terminate the Agreement after giving a prior written notice of thirty (30) days to the other Party of its intention to terminate the Agreement.
- If force majeure conditions continue for a period of more than three months at a stretch, then the Agreement shall stand terminated.
- In the event of termination of the Agreement under sub-clause b2 and c3 above, "Institute of Lifelong Learning (ILLL)" shall forthwith transfer back the unutilized funds to University of Delhi which shall be transferred back to ONGC.

10. **Amendment:**

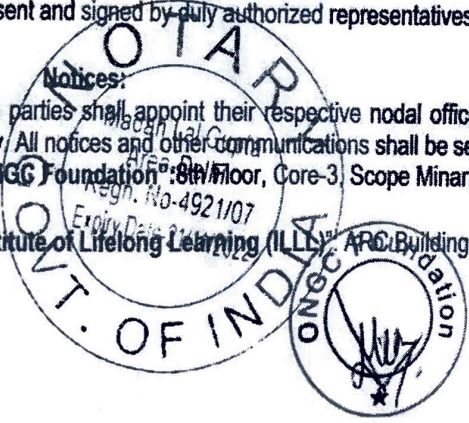
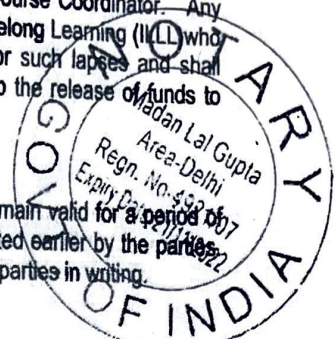
Any amendment to this agreement shall be valid and binding on the parties only if it is made in writing by mutual consent and signed by duly authorized representatives of each party.

11. **Notices:**

Both parties shall appoint their respective nodal officers before signing of the MoU with intimation to another party. All notices and other communications shall be sent to the address of each party set forth below:

"ONGC Foundation": 8th Floor, Core-3, Scope Minar, Laxmi Nagar, Delhi, India, 110092

"Institute of Lifelong Learning (ILLL)": APC Building, Opp. Khalsa College, University of Delhi, Delhi:- 110007



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दिल्ली-110007/Delhi-110007

Resolution of disputes:

1. Any dispute or difference between the parties out of or in connection with this agreement including the validity thereof shall at first instance be resolved amicably through negotiations or discussions between the parties.
2. If the dispute remains unresolved, then the claim, dispute or difference relating to or arising out of this Agreement shall be referred to the arbitration, of a sole arbitrator who shall be appointed by mutual consent. The arbitration shall be subject to the Arbitration and Conciliation Act 1996 as may be amended from time to time.

12. Governing Law and Jurisdiction:

This Agreement Shall Be Governed and Construed In Accordance with The Laws of India. The Courts in Delhi Shall Have Exclusive Jurisdiction Over Any Matter Arising Out of This Agreement.

13. Survival of Terms:

The clause on "indemnity", "dispute resolution", and "governing law and justification" will survive the termination of this agreement.

IN WITNESS WHEREOF, The Parties Agree and Acknowledge the Aforesaid Terms and Conditions of the Agreement.

For And On Behalf Of "ONGC Foundation"


Chief Executive officer - Mr. Kiran DM

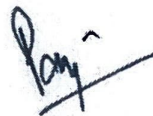
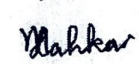
Witnesses:

1. 
2. 

For And On Behalf Of University of Delhi


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दिल्ली विश्वविद्यालय/University of Delhi
दिल्ली-110 007/Delhi-110007

Witnesses:

1.  (Director, ILL)
2. 
Fellow, ILL



Annexure-IV

Milestone Linked Payment Plan for Fund Disbursement by ONGC Foundation:

Instalments	Milestone To Be Achieved	Contribution By ONGC Foundation Amount in Rs.	Proof To Be Submitted for Release of Instalment
1-Instalment 50% of project cost	Upon Approval of Project and Signing of Agreement	Rs. 2,81,000 /-	a. Duly Signed Invoice / Demand Letter b. Copy of Signed MOA
2-Instalment 40% of project cost	Upon 80% utilization of 1-installment	Rs. 2,24,800 /-	a. Duly Signed Invoice/Demand Letter b. Fund Utilization Certificate Duly Signed by Chartered Accountant. c. Project Progress report, along with the beneficiaries and trainer's details, supported by photographs
3-Instalment 10% of project cost	Upon 100% utilization of 1-Instalment and 80% of 2-Instalment	Rs. 56,200 /-	a) Duly Signed Invoice/Demand Letter b) Fund Utilization Certificate Duly Signed by Chartered Accountant. c) Project Progress report, along with the beneficiaries and trainer's details, supported by photographs
Total Cost of the Project		Rs 5,62,000/-	

Note:

- A. The Last instalment shall be released as reimbursement on completion of the project.
- B. Any Additional Cost Would Be Borne by University of Delhi



ATTESTED

NOTARY PUBLIC, DELHI

27 SEP 2022

कुलसचिव/Registrar