



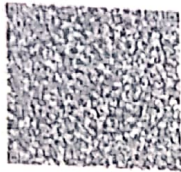
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INDIA NON JUDICIAL

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Account Reference	: IMPACC (IV) 61099703 DELHI/DL-DLH
Unique Doc. Reference	: SUBIN-DL26811760790053R
Purchased by	: Hindustan Petroleum Corporation Limited
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0
First Party	: (Zero)
Second Party	: Hindustan Petroleum Corporation Limited
Stamp Duty Paid By	: DEPARTMENT OF SOCIAL WORK UNIVERSITY OF DELHI
Stamp Duty Amount (Rs.)	: Hindustan Petroleum Corporation Limited
	: 100
	: (One Hundred only)



Please write or type below this line

Memorandum of Understanding (MOU)

Between

HINDUSTAN PETROLEUM CORPORATION LIMITED

And

DEPARTMENT OF SOCIAL WORK,
UNIVERSITY OF DELHI

This MOU is made and entered on this 22 day of August 2019, by and between;

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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Hindustan Petroleum Corporation Limited a Government Company incorporated under the Companies Act, 1956 and having its Registered office at Petroleum House, 17, Jamshedji Tata Road, Mumbai- 400 020, Maharashtra (hereinafter referred to as 'HPCL') which expression shall unless repugnant to the context include its representatives, successors and permitted assignees of the FIRST PART;

And

Department of Social Work, University of Delhi, Delhi registered under Delhi University Act 1922 and having its Registered office at 3-University Road, Delhi 110007 (hereinafter referred to as 'DSW') which expression shall unless repugnant to the context include its representatives, successors and permitted assignees of the SECOND PART,

WHEREAS HPCL intends to undertake the study to evaluate the impact and efficiency of toilet maintenance project undertaken by HPCL in Tajpur block of Samastipur district in Bihar state under Corporate Social Responsibility.

AND WHEREAS DSW has agreed to study the impact and efficiency of above mentioned project under the overall direction of Prof. Sanjai Bhatt, Principal Consultant, Delhi School of Social Work Campus, Department of Social work, University of Delhi.

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NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES
HEREIN MUTUALLY AGREE TO THE TERMS AND CONDITIONS HEREIN
SETFORTH;

I. Objective, Scope and Deliverables

OBJECTIVES

- a) To find out usefulness of the project and its modus operandi and efforts done by implementation agency
- b) To reconnoiter the effectiveness of the project, stakeholders' perceptions with intent to its replicability in other areas.
- c) To study its cost benefit analysis, strengths and weaknesses of this project and social return of the investment (SROI)
- d) To suggest ways and means to improve this project more viable and effective.

II. SCOPE OF WORK

The scope of work inter alia will include the following:

- a) Evaluate the impact of the toilet maintenance project undertaken by HPCL in Tajpur block of Sunastipur district in Bihar state vis-a-vis intended project objectives
- b) Carry out the physical visit and interview the selected stakeholders including school children, headmaster/principle, teachers of the school
- c) Identify qualitative and quantitative changes in the lives of beneficiaries.
- d) Identify gaps, if any between the needs and resources available.

III. DELIVERABLES

The study report will inter alia to include following:

- a) Impact of the project on various stakeholders along with efficiency of the project on various parameters vis a vis MoU
- b) Identification of issues, areas of concerns and their mitigation strategies
- c) Recommendations for strengthening internal monitoring and evaluation procedures

IV. Financial Terms and Conditions

It is hereby agreed and acknowledged that the total cost for the project under this MOU shall be Rs. 2,95,000/- (Rupees Two Lakhs Ninety-Five Thousand only) including all applicable taxes.

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That DSW and HPCL have earlier entered into an MOU dated 29th August, 2016 for conducting third party survey of toilets constructed under Swachh Vidyalaya Abhiyan. and Rs 17,68,500/- was paid to DSW under said MOU. However, the total cost of the work done by DSW was Rs 16,69,875/- and, thus, an additional amount of Rs. 98,625/- is still lying with DSW. Accordingly, it has been agreed between the parties that said additional amount of Rs. 98,625/- shall be adjusted by HPCL in first instalment to be paid under this MoU towards work done by DSW.

In the light of the above, payment terms shall be as follows:

- i) First instalment of 50% of the total project cost (Rs. 2,95,000/-) shall be disbursed to DSW on finalization of study tools and acceptance of the same by HPCL. The total amount payable as part of first instalment shall be Rs. 48,875/- after adjusting the amount of Rs. 98,625 (i.e. Rs. 50% of Rs. 2,95,000/- minus Rs. 98,625/- = Rs. 48,875/-)
- ii) Second instalment of 25% of the total project cost (Rs. 2,95,000/-) shall be disbursed to DSW on submission of draft report and request letter for disbursement of funds from DSW. Thus the amount payable as part of second instalment shall be Rs. 73,750/- (Rupees Seventy-Three Thousand Seven Hundred and Fifty Only).
- iii) Third and final instalment of 25% of the total project cost (Rs. 2,95,000/-) shall be disbursed on acceptance of final report duly signed by authorized representative and request letter from DSW for disbursement of funds. The amount payable as part of third instalment shall be Rs. 73,750/- (Rupees Seventy-Three Thousand Seven Hundred and Fifty Only).

It is hereby agreed and acknowledged that HPCL's liability shall be limited to Rs. 2,95,000/- (Rupees Two Lakhs Ninety-Five Thousand only) or actual expenditure incurred, whichever is lowest. And in no event whatsoever, DSW shall have a right to claim any amount exceeding the overall cost of the Project i.e. Rs. 2,95,000/- (Rupees Two Lakhs Ninety-Five Thousand only).

DSW shall return any unutilised fund to HPCL within six (6) weeks of completion of the project under this MOU.

It is agreed that all the applicable taxes including GST shall be borne by DSW.

V. Responsibilities of DSW

- i. DSW shall ensure achieving the objectives and abide by the Scope of work and Deliverables as stated hereinabove.

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- ii. DSW shall be responsible to make its own arrangement for lodging, boarding and travel wherever required. HPCL shall not be responsible in whatsoever manner for such lodging, boarding and travel arrangements or expenses incurred for the same.
- iii. DSW shall perform the obligations under this MOU to the best of satisfaction of HPCL and shall have no ownership or proprietary rights on any reports and/or work products generated as a result of impact assessment study undertaken under this MoU.
- iv. DSW shall also be responsible for compliance of all local regulations/permissions as applicable including coordination with concerned local authorities/ agencies or others as deemed necessary for execution of MOU.
- v. DSW shall be responsible for all statutory responsibilities and comply with all applicable labor laws and other legislations in as much as DSW responsibilities are concerned.
- vi. DSW shall be responsible for safekeeping of all records/information pertaining to the MOU and shall provide access to all records/information pertaining to the MOU to the HPCL or any designated third party authorized by the HPCL, for inspection at all times.
- vii. For the purpose of execution of MOU, DSW shall engage their competent personnel consistent with the job requirement according to the accepted and standard norms.
- viii. DSW shall be responsible for all dues, claims, statutory and other compliances pertaining to personnel deployed by DSW for execution of MOU.

VI. Publicity

Any news release, public announcement, advertisement or publicity proposed to be released by DSW concerning this MOU shall be subject to prior written approval of HPCL.

VII. Amendments

Modifications or alterations to this MOU can only be made by means of a written amendment executed by authorized representatives of both the Parties.

VIII. Indemnity

DSW agrees to indemnify and keep indemnified and hold harmless, HPCL and its Chairman, Directors, employees and representatives against all liabilities, demands and/or claims whatsoever, including claims for not being in compliance with the provisions of applicable laws, rules, regulations and guidelines, and also against any losses, damages or expenses suffered or incurred or that may be suffered or incurred by HPCL for any reason whatsoever in relation to the execution of this MOU and scope of work mentioned in this MOU. DSW shall also indemnify HPCL and its employees from any eventualities including but not limited to compensation out of loss, damage or unforeseen circumstance, etc. DSW shall indemnify and keep

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indemnified HPCL and its employees from any liability, financial or otherwise, that may arise from third party as a result of the services covered under the scope of MOU.

Staff required for execution of this MOU shall be employed / engaged by DSW and DSW shall be solely responsible for any matter concerning their employment/engagement.

IX. TERMINATION

1. If any information furnished by DSW is found to be false or incorrect at any time during the course of implementation of the above project or thereafter, HPCL shall have the right to terminate the MOU with a prior notice not exceeding 7 days.
2. In case of DSW is found to indulge in any of the unlawful activity and/or misuse funds, the MOU shall be terminated forthwith.
3. HPCL reserves its right to terminate this MOU in the event of unsatisfactory performance of the project by DSW, HPCL may at its sole discretion and at any time, terminate this MOU in writing which shall be final and binding on both the Parties. Unsatisfactory performance shall include incomplete work done/ no progress in the work, work not being done as specified in this MOU etc. or non-performance of any obligation under this MOU for any reason not attributable to HPCL. In such case, DSW, shall be liable to refund the amount paid by the HPCL to the extent not utilized as per the terms and conditions of this MOU upon the first demand of HPCL.

X. Jurisdiction

The MOU shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai for all purposes subject to the Arbitration clause.

XI. Arbitration

All disputes or differences of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this MOU or on account of termination thereof (other than those in respect of which the decision of any person, is by the MOU expressed to be final and binding) shall be referred to the sole arbitrator appointed by Director HR of HPCL. It is also a term of this MOU that no person other than the Director- HR can appoint Sole Arbitrator.

The cost of arbitration shall be shared equally by the parties. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the MOU, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification of or re-enactment thereof and the rules made there under and for the time

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being in force shall apply to the arbitration proceedings under this clause. The Arbitration shall be held at Mumbai and conducted in English language.

XII. Confidentiality.

DSW shall treat all matters in connection with this MOU as strictly confidential and undertakes not to disclose, in any way, any information, documents, technical data, experience and know-how given to them by HPCL without the prior written consent of the HPCL.

DSW further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the MOU provided however that DSW shall ensure that each of them has been informed of the confidential nature of the MOU.

XIII. NOTICES

Any notice to be given under this MOU shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement of by Registered mail with acknowledgement due, addressed to the parties herein at the following addresses or changed addresses, duly notified by the Parties. Any notice transmitted by fax or other form of recorded communication shall be deemed given and received on the first business day after its transmission.

To: CGM- CSR,
Hindustan Petroleum Corporation Ltd.
17, Jamshedji Tata Road,
Churchgate, Mumbai- 400 020.

To: Prof. Sanjai Bhatt,
Principal Consultant, Delhi School of Social Work Campus,
Department of Social work, University of Delhi, 3- University Road, Delhi,
110007,

XIV. CHANGES

Any change/modifications to this MOU would be affected by both parties by mutual consent in writing.

Sanjai Bhatt

XV. Validity period of MoU

This MoU shall be valid for 12 months from the date of signing of MoU.

IN WITNESS WHEREOF the Parties hereto have signed this MOU of the date and year mentioned above.

**For Department of Social Work,
University of Delhi**

[Handwritten Signature]

**For Hindustan Petroleum Corp.
Ltd.**

[Handwritten Signature]

Signature of Witnesses:

[Handwritten Signature]

Name:

NARENDEER

श्री. एम. धर्मिक
C. M. DHARMIK
सहसंचालक - सामाजिक दायित्व
General Manager -
Corporate Social Responsibility

Name:

Sumit Kumar