

INDIA NON JUDICIAL

Government of Jammu and Kashmir

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Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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: NEWIMPACC (SV)/ jk12530304/ PAMPORE/ JK-PW

: SUBIN-JKJK1253030446960263701496U

: Power Grid Corporation of India Ltd

: Article 5 Agreement or Memorandum of an Agreement

: Memorandum of Understanding (MOU)

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(Zero)

: Power Grid Corporation of India Ltd

: Department of Social Works University of Kashmir

: Power Grid Corporation of India Ltd

: 100

(One Hundred only)





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MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN POWER GRID CORPORATION OF INDIA LIMITED AND DEPARTMENT OF SOCIAL WORK, UNIVERSITY OF KASHMIR FOR CONDUCTING IMPACT ASSESSMENT OF "UPGRADATION OF 10 NOS ARMY GOODWILL SCHOOLS IN JAMMU AND KASHMIR- INTRODUCTION OF DIGITAL LEARNING SOLUTIONS I.E. DIGITISING CLASSES FROM V TO XII" COMPLETED UNDER CSR INITIATIVE OF POWERGRID.

Please write or type below this line

Statutory Alers

विनोद प्र. बसला/Vinod P. Baxla ग्रहाप्रवयक (नाठराठ)/General Manager (HR) पावर ग्रिड कॉपॉरेशन ऑफ इंडिया लिमिटेड of the Stance certificate should be verified at 'www.shollestonp.com Power Grid Corporation' of India Limited

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BETWEEN

Power Grid Corporation of India Ltd. (having its Registered Office at B-9, Qutab institutional Area, Katwaria Sarai, New Delhi and its Northern Region-II RHQ at OB-26,Grid Bhawan,Rail Head Commercial Complex,Jammu) hereinafter referred to as "(First Party)" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, and assigns and nominees of the First Party.

AND

Department of Social Work, University of Kashmir hereinafter referred to as "Second Party" which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators and assigns and nominees of the **Second Party**.

Whereas,

First Party is desirous of conducting Impact Assessment of the following completed CSR project:

"UPGRADATION OF 10 NOS ARMY GOODWILL SCHOOLS IN JAMMU AND KASHMIR- INTRODUCTION OF DIGITAL LEARNING SOLUTIONS I.E. DIGITISING CLASSES FROM V TO XII"

Whereas on the request of First Party, Second Party has nominated Dr Shazia Manzoor Associate Professor, Department of Social Work as Principal Investigator and Dr Sarafraz Ahmad Assistant Professor, Department of Social Work as co-investigator r to undertake the activity and submit the Impact Assessment Report for the above-mentioned project to First Party, as per the prescribed format provided by First Party.

And Whereas expense for the said impact assessment has been evaluated by Second Party, based on which First Party has agreed to provide funds / consultancy charges amounting to Rs. 1, 88, 000/- (Rs. One Lakh Eighty-Eight Thousand only) including GST for the above work.

Now Therefore, the parties hereto, in consideration of the premises set forth hereinabove and of the mutual covenants and undertaking set forth hereinafter, hereby agree as follows:

1. Construction of the MoU:

- 1.1 This Agreement shall be governed by and construed in accordance with the laws of INDIA.
- 2. <u>Instructions and approvals:</u>
- 2.1 The project shall be implemented by Second Party in accordance with the guidelines and stipulations of the Companies (Corporate Social Responsibility Policy) Amendment Rules, 2021 circulated vide Gazette Notification dated 22.01.2021 by the Ministry of Corporate Affairs, GOI.

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- 2.2 The entire work shall be carried out in accordance with terms and conditions, scope & intent, time frame as set out in this MoU and within the geographical area specified herein with due diligence, efficiency and due regard to judicious use of CSR funds.
- 2.3 The coverage and methodology of the Impact Assessment shall be as listed as per Annexure-I.
- 2.4 The reports shall be submitted by Second Party as per the prescribed formats provided by First Party (Annexure-II).
- 2.5 Second Party shall arrange all statutory compliances / clearances as may be required for the completion of the work.

3. Completion Schedule:

3.1 The entire work shall be completed within 2 months from the date of signing of this MoU.

4. Payment Terms and Disbursement:

4.1 POWERGRID shall release the payments to HOD, Department of Social Works, University of Kashmir as follows:

Installments		Activity / Milestones
First (₹. 75, 200/-)	Installment	Within 15 Days from the date of signing of MOU and on submission of GST Invoice, as applicable.
Second (₹. 1, 12, 800/-)	Installment	On completion of Impact Assessment and submission of final report complete in all respects along with GST Invoice.

(The above payment is inclusive of all taxes, and also includes all overheads, and all incidentals for travel, accommodation, stationery, etc.)

In case of actual project cost exceeding the estimate, the funding will be restricted to the project cost considered in the MoU. However, in case the project cost is less than the estimated cost of the MoU the funding will be as per the actual awarded cost limited to the scope of work defined in clause number 2.3 above subject to the submission of detailed invoice.

TDS, wherever applicable, shall be deducted by First Party as per prevailing tax laws/ statutes.

4.2 Funds Requisition:

 Funds requisition for the instalment amount shall be presented to POWERGRID duly signed by the authorized representative of Second Party

4.3 Disbursements:

- (i) The fund disbursement shall be made in Indian Rupees.
- (ii) The Second Party will submit bank details, PANCARD, Cancelled Cheque, Payment Mandate Form containing (Company Name, Postal Address of the Company, Mobile No., email-id, Bank Details (Branch Name and Address, IFSC code, Bank Holder Name,

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Account Number), GSTIN Registration Number, Address Proof for release of funds through e-banking on signing of the MoU.

5. <u>Amendments:</u>

5.1 In case any amendments are required to this MoU, the same shall be recorded by mutual written consent of both the parties.

6. <u>Termination:</u>

6.1 The MOU shall be terminated with mutual written consent of both the parties by giving 15 days' notice.

7. Force Majeure:

7.1 If the performance of the MoU by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war / hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by Second Party or any event beyond the control of the parties to the Agreement, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement. From the date of the notification, First Party shall at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 3 months. If at the expiry of the second period of suspension, the reasons for the suspension still remain, First Party and Second Party shall treat the Agreement as terminated.

8. Settlement of disputes & Jurisdiction:

- 8.1 If a dispute of any kind whatsoever arises between the Parties with respect to interpretation of this MoU, whether during or after the completion of the term or termination of this MoU, the Parties shall attempt to amicably resolve their differences by mutual discussions between senior representatives.
- 8.2 If the same is not settled amicably by mutual consultation between the parties, the same shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018 and as amended from time to time.
- 8.3 All disputes arising between the parties shall be subjected to the jurisdiction of the Courts in Jammu & Kashmir only and in no other courts.

9. Accounts, Records and Audit:

- 9.1 Second Party shall give undertaking that the amount disbursed by POWERGRID shall be utilized only towards the purpose as said above and for no other activity and that Second Party shall alone be responsible for any irregularity.
- 9.2 Second Party shall maintain all accounting records and documents for smooth and successful completion of this CSR project.

10. Conflict of Interest:

- 10.1 During the entire course of this Understanding, neither Second Party nor its personnel or agents shall engage in any personal business or professional activity which conflicts with or could potentially conflict with the objectives of this project.
- Subject to clause 10.1 above, Second Party shall notify First Party immediately of any such conflict and suggest / take immediate remedial measures under information to First

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Party to ensure that the project is completed as per the terms and conditions agreed upon.

11. <u>Disclosure of Information:</u>

11.1 Second Party shall not, during or after the termination of the Understanding, disclose to any third party any confidential information arising from this Understanding other than required for the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction except with the prior written permission of First Party.

12. General Conditions:

- On completion of the work, Second Party shall first submit a draft report with supporting documents and seek suggestions from First Party before finalization of the report. The final comprehensive Impact Assessment Report, duly signed along with the seal/stamp of Project Head, shall be submitted by Second Party to First Party as per the prescribed formats, along with photographs and feedback documents, etc. without any additional liability / cost overheads to First Party on this account.
- 12.2 Second Party shall indemnify and hold First Party harmless of all charges, claims, taxes, disputes etc. if any incurred by First Party for breach of any representations, warranties or covenants made by Second Party.
- 12.3 Second Party shall be solely and exclusively responsible for all acts and omissions of its staff and that of any persons, associations, institutions engaged by Second Party whether or not in the course of implementing the project and for the health, safety and security of such persons or entities and their property.
- 12.4 Nothing contained in this Understanding shall be construed or have effect as constituting a relationship of employer and employee, or principal and agent, or Trustee and Agent between First Party and Second Party (or its Associates).

13. Validity of MOU:

13.1 Validity of this MOU shall be up to three months from the date of signing of MoU. However, the validity may be extended, if found necessary, with the mutual consent of both the parties.

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For and on behalf of POWERGRID

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For and on behalf of Department of Social Work, University of Kashmir

Signature:

Name: Designation:

Date:

Dr. Sharp Manson.

Associate Associate More

12/8/24EAD

Department of social Work

Department of Kashmir University of Kashmir

1. Witness:

Signature Name lumin low Designation Date

Witness:

Signature Name Designation Date

2. Witness:

Signature Name Designation Date

Witness:

Signature Moster About Love Name Designation Seegon Date

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Brief of Proposed Coverage & Methodology

Name of the Project - "UPGRADATION OF 10 NOS ARMY GOODWILL SCHOOLS IN JAMMU AND KASHMIR- INTRODUCTION OF DIGITAL LEARNING SOLUTIONS I.E. DIGITISING CLASSES FROM V TO XII"

Coverage of the Project

01 Project

Name & Details of the "UPGRADATION OF 10 NOS ARMY GOODWILL SCHOOLS IN JAMMU AND KASHMIR-INTRODUCTION OF DIGITAL LEARNING SOLUTIONS I.E. DIGITISING CLASSES FROM V TO XII"

> Under the smart-class project a single platform has been created to bring together multiple categories (Animated Videos, STEM Projects, Digital Books, Assessments, Life skills) of digital content thereby enriching infrastructure of following 10 Army Goodwill Schools started by Army under "Sadbhavana" thereby introducing digital teaching and learning technology within these schools:

- AGS, Boniyar, Baramulla
- 2. AGS, Hajinar, Kupwara
- 3. AGS, Wayne, Bandipora
- 4. AGS, Chandigam, Kupwara
- 5. AGS, Budkot, Kupwara
- 6. AGS, Sopore, Baramula
- 7. AGS, Krusan, Kupwara
- 8. AGS, Behigam, Kulgam
- 9. AGS, Aishmuqam, Anantnag
- 10. AGS, Wuzur, Annatnag

Curriculum Aligned animated video lessons have been incorporated covering class I to XII in Maths, EVS, Science, Social Science (history, civics, geography, Political Science), Commerce (Economics, Business Studies, Accounting), English & Hindi Grammer and Computers.

Apart from above, Do-it-Yourself Project and Activity Videos with syllabus Digital Books with thousands of stories and picture books and inspirational biographies are the added feature of the project.

The project has been executed in three phases namely,

- setup of the smart class comprising of interactive board, laying of wiring to establish connectivity of the board with the desktop and setting up of tablets with the digital board
- Training the teachers for operating smart classequipping them with the means of modern pedagogical methods so that he/she can convert a classroom into a blended teaching & learning environment, to teach traditionally with whiteboard and a marker and can also add digital multimedia-

rich content, simulations, animations etc.

Infrastructural Support-The project involved different hardware like Smart class board, Projector, Computer, Server, Educational Tablets, Wi-Fi-Device in all 128 classrooms which requires regular maintenance and connectivity (WiFi and LAN) to keep them in working state.

02	Sector	Education
03	Beneficiary	
04	Location	5000 Students of far-flung and militancy prone areas of Jammu and Kashmir The schools are spread across different districts of Kashmir Division of J&K.
05	Completion date	31.05.2021
06	Cost of Project	₹ 3.1 Crores approx.
07	Executing Agency	Indian Army

Proposed Methodology to be adopted for Impact Assessment:

- Of the 10 districts in which the project is implemented, five districts will be selected through sampling.
- 2. 50% schools will be selected from each of these 05 districts for data collection.
- 3. 10 students will be interviewed from each school along with 2 teachers and one principal from each school.
- 4. Photographs / other evidences shall be collected from the schools.