

FIRST PARTY



SECOND PARTY



AGREEMENT

This AGREEMENT is made on the [Manohari Devi Kanoi Girls' College Dibrugarh] between Brahmaputra Cracker and Polymer Limited (BCPL) registered under Company's Act, 1956 and having its Registered Office at Guwahati, Assam, Pin - 781001 and Petrochemical Complex at Lepetkata, Dibrugarh (Assam), Pin: 786006 (hereinafter referred to as BCPL OR the First Party) which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees.

AND

MDKG COLLEGE (OR the SECOND PARTY), which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of SECOND PARTY.

MDKG COLLEGE or the SECOND PARTY will implement the CSR activities, projects and program of BCPL or First Party through various agencies/ Government Departments/ NGO's/ SHG's Cooperative Societies etc. at various places in DIBRUGARH.

Whereas BCPL, under its Corporate Social Responsibility activities, has agreed for financing the below mentioned project(s) of the Second Party, which has the necessary infrastructure, expertise and experience required for carrying out conducting and providing facilities for projects and get them executed.

- 1. CSR Schemes of BCPL (hereinafter referred to as the Projects).

This Agreement shall remain in force from [4-10-2023] unless terminated earlier, in accordance with the provision of this Agreement or the period is extended through a mutually agreed amendment to the Agreement.

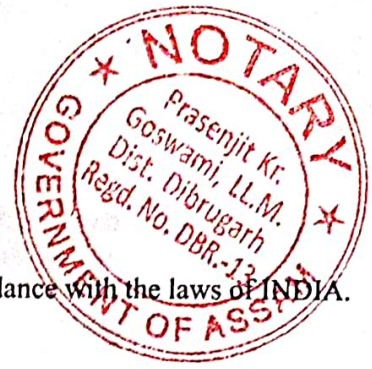
Subject to the terms and conditions in this Agreement, total financial contribution from BCPL to the said Projects will be Rs. 3,92,000/- Lacs Only towards implementation of the below mentioned projects as per Annexure - I in different headers.

[Signature]
03/10/23

Prasenjit Kr. Goswami, LL.M
NOTARY DIBRUGARH
Regd. No. DBR.-13

ALAK BARUAH
General Manager (Electrical)
Nodal Officer, CSR
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh, Assam
Nibeeta Ahika
Barnas
Alau

In view of the consideration above, the parties hereto agree as follows:



Section I

1.1 Construction of the Agreement

1.2 The Agreement shall be governed by and construed in accordance with the laws of INDIA.

2. Instructions and approvals

2.1 The PROJECT shall be implemented by the SECOND PARTY through various agencies as mentioned above in accordance with the **Project Implementation Schedule and Scope of work** as set out in **Schedule I (Format No: FCSR1.1. Schedule I)** (Schedule I shall be prepared separately made for each program which shall be part of this Agreement and the same may contain detailed project implementation plan and scope of work of each project) within the geographical area specified therein and with due diligence, efficiency and with due regard to the judicious use of funds.

2.2 Any variation in Project implementation plan as detailed above in the CSR Scheme of BCPL and **Schedule-I** shall be allowed only on agreement of BCPL, which will be communicated in writing by BCPL in the form of an amendment.

2.3 BCPL shall not provide additional funds in respect of work done outside the scope of the work and time schedule plan and takes no responsibilities whatsoever for such work.

3. General provisions

3.1 Nothing contained in this Agreement shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between BCPL and SECOND PARTY.

3.2 The SECOND PARTY shall be responsible for all acts and omissions of its staff and persons, associations, institutions engaged by the 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.

4. Amendment

4.1 In case any amendments are required to any part of the agreement, the SECOND PARTY shall agree to incorporate such amendments and implement the same in the field. The agreement shall be amended by written mutual consent of both the parties to the agreement. The amendments shall be documented and allotted a distinctive number **<Amendment No>; <Date>**.

5. Termination


BCPL may terminate this agreement after giving the due notice of **30 days** to the SECOND PARTY /Implementing agencies engaged by second party on finding the non-compliance of the notice for improvement given to SECOND PARTY. However, such reasons for termination may be related in terms of the followings:

5.1 In the event of unsatisfactory performance of the project/s by SECOND PARTY/ IMPLEMENTING AGENCIES ENGAGED BY THE SECOND PARTY, BCPL may, at its sole discretion and at any time, terminate the agreement and inform the SECOND PARTY of its decision in writing which shall be final and binding on both the parties. The Agreement shall

SECOND PARTY

FIRST PARTY

Shubra
Nivedita
Deak Barwas
General Manager (Electrical)
Nodal Officer, CSR
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh, Assam


Prasenjit Kr. Goswami, L.L.M
NOTARY DIBRUGARH
Regd. No. DBR.-13

stand terminated on the date as mentioned in the written communication. Unsatisfactory performance include: -

5.2 In the event of unsatisfactory performance of the project implemented by the **SECOND PARTY/ IMPLEMENTING AGENCIES ENGAGED BY THE SECOND PARTY** for any reason such as incomplete work done/ no progress in the work found/ work not being implemented as specified under **Schedule I** of this Agreement (Implementation Plan and scope of work of each project) etc. or non-performance of any obligation under this Agreement.

5.3 In the event, when the **IMPLEMENTING AGENCIES ENGAGED BY THE SECOND PARTY** is found involved in any manner or form in corrupt practices or misappropriating the funds/ Assets, which belongs to, or has been marked for the Project activities and BCPL has sufficient grounds to believe so.

5.4 In the event of violation of any of the provisions specified in various clauses of this agreement and Terms of Reference that lead to a conflict which may affect the objectives of the program, at any time of Agreement period.

SECOND PARTY

6. **Contractual Obligations**

6.1 The **SECOND PARTY** shall not be entitled for payment of any amount or by way of compensation for termination of the Agreement for the causes mentioned above under clause 5.

6.2 The **SECOND PARTY** shall submit full accounts of the project in writing taking into account of all receipts and payments and commitments incurred for the purposes of the Agreement and the termination. BCPL or its representative may carry out an audit of the Project along with the expenditure of accounts.

6.3 BCPL shall reimburse funds to the **SECOND PARTY** to meet approved or agreed expenses of the Program and commitments related to the said PROJECT/s up to date of termination (the relevant date).

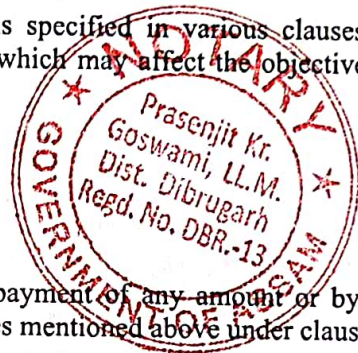
6.4 In the event of excess disbursement to the **SECOND PARTY**, BCPL shall demand and recover from the **SECOND PARTY** such excess disbursements and the **SECOND PARTY** would be liable to refund the excess disbursements within a period of 30 days of ascertainment of the final amount.

7. **Force Majeure:**

7.1 If the performance of the Agreement 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 the second party 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, BCPL shall at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 months.

7.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, BCPL and the **SECOND PARTY** shall treat the Agreement as terminated.

FIRST PARTY



Nibedita Adhikari

Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh, Assam

Atanu Banerjee

03/10/23

Prasenjit Kr. Goswami, LL.M
NOTARY DIBRUGARH
Regd. No. DBR.-13

8. Settlement of disputes

8.1 Should the Parties be unable to reach agreement on the meaning or interpretation of any of the clauses set out hereto or any other matters arising out of the Agreement the matter in dispute shall be referred to the concerned **Director In-charge** for CSR of BCPL whose decision in the matter will be final.

8.2 All disputes arising between the parties shall be subjected to the jurisdiction of the **Courts in Dibrugarh only** and in no other courts.

9. Evaluation

9.1 BCPL shall, at its discretion, undertake or cause to be undertaken, evaluation of the impact and cost effectiveness of the Project. Such evaluation shall be carried out during the tenure of the Agreement. The **SECOND PARTY** shall when required give BCPL or its representative reasonable cooperation and access to its records in connection with the Agreement.

10. Conflict of Interest

10.1 Neither the **SECOND PARTY /Implementing agencies engaged by second party**, nor its personnel or agent shall engage themselves in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

10.2 Subject to clause 10.1 above, the **SECOND PARTY** shall notify BCPL immediately of any such conflict (if any) and suggest / take immediate remedial measures under information to BCPL to ensure that the project is completed as per the terms and conditions agreed upon.

11. Disclosure of information, Intellectual Property Rights and Official Securities Act

11.1 The **SECOND PARTY** shall not during or after the termination of the agreement disclose to any third party any confidential information arising from the agreement (other than in 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 BCPL.

Section II

Clause 1: Priced Bill and Mode of Payment, Funds requisition and Disbursements (As per the breakup given below)

BCPL will pay to the **SECOND PARTY** based on the agreed amount as follows:

Case I: Grant of 50% of the agreed amount as mobilization advance

1. Payment Plan

For all programs/ projects the payment plan will be as follows:

- (i) At the time of commencement of the project 50% of the agreed amount shall be released as advance for the project/ mobilization advance.



Handwritten signature and date: 03/10/2023

Prasenjit Kr. Goswami, LL.M
NOTARY DIBRUGARH
Regd. No. DBR.-13

SECOND PARTY

FIRST PARTY

Nibedita Barua

General Manager (Electrical)
Nodal Officer, CSR
Brahmaputra Cracker and Polymer Limited
Lepelkata, Dibrugarh, Assam

Alan Barua

SECOND PARTY

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General Manager (Electrical)
Nodal Officer, CSR
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh, Assam

Nibedita Phukan

Section II

Clause 1: Priced Bill and Mode of Payment, Funds requisition and Disbursements (As per the breakup given below)

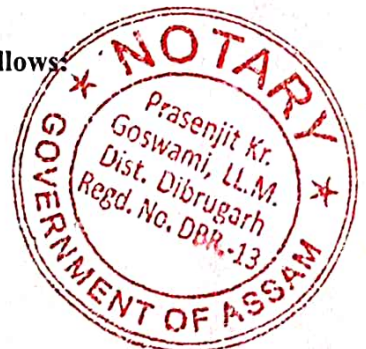
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Atak Barmah

FIRST PARTY

Handwritten signature and date: 03/10/2023

Prasenjit Kr. Goswami, LL.M
NOTARY DIBRUGARH
Regd. No. DBR.-13

SECOND PARTY

- (ii) The subsequent amount (Second Installment) 40% shall be released by FIRST PARTY subject to application by the SECOND PARTY and timely submission of reports/ pre-identified modalities (if any) of the project subject to satisfactory scheduled completion/ implementation of the project till such time and proper utilization of the funds.
- (iii) The subsequent amount (Final Installment) 10% shall be released by FIRST PARTY subject to completion of the project to the total satisfaction of BCPL, effective branding, performance of the agency, monitoring and evaluation of the project. Details of beneficiaries and compliance with Clauses of the Agreement to be submitted by SECOND PARTY for release of the final installment.

1. Funds Requisition

Fund requisition for the installment amount shall be presented to BCPL by the SECOND PARTY directly and shall contain details of expenditure incurred by the SECOND PARTY during the period, in accordance with the Schedule of amount disbursements.

All Funds requisitions shall be endorsed as follows:

“Certified that the amounts mentioned in this Funds requisition Application are required wholly and necessarily for the purpose of The Project [] and the same has not been claimed before from BCPL or any other entity. It is also certified that this project has not been executed earlier”.

The SECOND PARTY’s authorized representative shall sign all Funds requisitions. Any Funds requisitions if not presented in accordance with the above shall be liable to be rejected.

2. Disbursements

The funds disbursements shall be made in Indian Rupees.

All approved funds shall be released to the SECOND PARTY directly by the FIRST PARTY in accordance with the clauses laid under the schedule of amount disbursement. Funds requisition shall be submitted by the SECOND PARTY in accordance with the specific instructions as given above.

SECOND PARTY will submit fund utilization statements along with the program progress report, as per the specific instructions given above. Approved funds shall be disbursed by BCPL as per the Schedule of Amount Disbursements, only if BCPL is satisfied with the progress of implementation of the Project as per the Project implementation plan i.e., Implementation review and monitoring plan.

In the event, the implementation of the Project is not as per the scope of work and targets, BCPL shall reserve the right to withhold or reduce the installment amount applied for by the SECOND PARTY in the Funds Requisition Application or stop further Disbursements of Amount Installments to the SECOND PARTY. Release of the installment amount shall be made upon remedying of the unsatisfactory work and on resolution of the outstanding queries by the SECOND PARTY to the satisfaction of BCPL.

In the event that the cumulative disbursements made to the project are in excess of the expenditure actually incurred in terms of the Project Implementation Plan, BCPL shall deduct the excess amount from future installments disbursed to the SECOND PARTY.

FIRST PARTY



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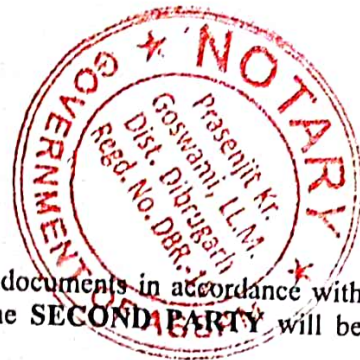
General Manager (Electrical)
Nodal Officer, CSR
Brahmaputra Cracker and Polymer Limited
Lengakata, Dibrugarh, Assam

Atan Bgmas

03/10/25

Prasenjit Kr. Goswami, LL.M
NOTARY DIBRUGARH
Regd. No. DBR.-13

Section III



1. Accounts, Records and Audit

The SECOND PARTY shall maintain all accounting records and documents in accordance with the instructions given. Noncompliance with the instructions by the SECOND PARTY will be grounds for termination of the agreement.

BCPL or its representatives/ auditors, on giving reasonable notice to SECOND PARTY, may visit the SECOND PARTY offices to review and audit the Accounts and records and the SECOND PARTY shall co-operate with such teams during the review, provide access to accounts and records pertaining to the Project whether on computer or in manual form, provide copies of accounts and records, provide oral or written explanations of the accounts and records as may be reasonably required by BCPL.

If BCPL finds any errors or inaccuracies in the Accounts & Records of the SECOND PARTY, the SECOND PARTY shall, within 30 days of a written demand served by BCPL, carry out suitable rectification in its Accounts & Records, and inform BCPL of the same.

Any information/ document/ record/ details requested by BCPL would be promptly attended by SECOND PARTY and supplied within a reasonable time frame of 15 days.

2. Annual audited accounts of the project

SECOND PARTY will submit annual audited accounts of the project, each bearing original signatures along with an auditor's certificate within 3 months of the closure of the financial year to BCPL for each of the financial years covered by the project. The end of the financial year for the project shall be 31st March every year.

The annual accounts of the project shall be signed by the Authorized person of the SECOND PARTY and be certified by practicing chartered accountant of an independent firm of professional auditors. This account should bear a certificate from the auditors confirming the receipt and expenditure in respect of the amount and to the effect that the amount was accepted in accordance with the terms of the Agreement.

3. Refund of Unutilized/ Unspent Funds

Any unspent or unutilized amount, disbursed earlier by BCPL for the project to the Second Party, shall on completion of the project, be refunded to BCPL within 30 days of the completion of the project or termination or the Agreement, whichever is applicable.

4. Equipment/ Fixed Assets

Any non-consumable items of equipment/ materials contributed or financed by BCPL for the project shall be utilized for the objective for which it is given and shall not be transferred/ disposed off by the beneficiary except with express permission/ directions of BCPL.

5. CSR Project Sustainability

In case the program is being executed through any agency which is different from the beneficiary organization, a written commitment may be obtained from the beneficiary organization that they would use the utility/ facility provided under the program, for the specific purpose that it is intended

SECOND PARTY

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Nibeeta Phukan

General Manager (Electrical)
Nodal Officer, CSR
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh, Assam

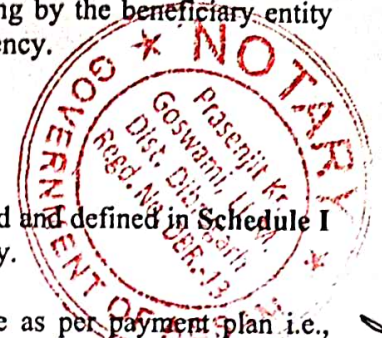
Alex B. Sanyal

03/10/23

Prasenjit Kr. Goswami, LL.M
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for. In such cases, it should be clearly mentioned that the maintenance of the CSR Project and its rightful use for which it has been established, will be continued after the same has been handed over to them, at least for a period of two-three years. This Undertaking by the beneficiary entity should be annexed to the Agreement to be signed with the executing agency.

Section IV: General Conditions



SECOND PARTY

1. The Scope of work, Implementation plan of the project, shall be detailed and defined in **Schedule I** of Section I, clause 2 (2.1) of the Agreement for each program separately.
2. The payments schedule for each program/ project shall be applicable as per **payment plan i.e., Section II: Priced Bill and Mode of Payment, Funds requisition and Disbursements (as per the breakup) of the Agreement.**
3. For any changes based on actual requirement of different categories of activities/ programs/ projects, **SECOND PARTY** to give written communication to **FIRST PARTY** with proper reasoning for consideration. **FIRST PARTY** may evaluate the facts/ requirements and subsequently issue amendments, if agreed.
4. In case of purchase of a vehicle to be implemented under the CSR Program, **SECOND PARTY/ Implementing agency** will submit the Invoice, Registration Certificate of the RTO and the Insurance Certificate of the vehicle duly certified to the **FIRST PARTY**. The vehicles registration certificate will be required to be endorsed from RTO and not to be sold, transferred without the permission of BCPL.
5. The CSR Coordinating team of BCPL will monitor day to day activities and implementation of the program/ projects and certify progress of the program/ projects and recommend for release of payment/ installments.
6. The progress report of the program/ project will be submitted by the **SECOND PARTY** as defined in Section II of the Agreement prior to release of each installment i.e., **Monthly progress report of the program along with fund utilization certificate and copy of Invoice wherever applicable** for the program of the installments already released. The Quarterly progress report must be supported with photographs/ video of the project.
7. The **Final Comprehensive Completion Report** of the program/ project will be submitted by the **SECOND PARTY** on completion of the program incorporating scope of work met, benefits achieved, financial details mentioned, and recommendations made by the **SECOND PARTY** along with photographs, videos etc.
8. At the end of the program, to assess the impact of the program funded by BCPL, a **Report** clearly indicating activities undertaken and objectives attained and details of the number of beneficiaries of the Project providing their Names, age, sex, category as SC/ST/OBC/GEN/PHY be submitted to BCPL by **SECOND PARTY/ Implementing agencies**.
9. The progress of the project and proper implementation will be inspected by the **BCPL CSR Coordination Team** in the form of visits/ joint visit with representative of Deputy Commissioner/ surprise visit.
10. **SECOND PARTY** will ensure submit Income Tax Exemption certificate in Form 80 G/ 35 AC Certificate through various implementing agencies to BCPL prior to release of BCPL's Contribution for the said programme. If 80 G/ 35 AC Certificate is not applicable to any Company/Organisation Tax will be deducted at source as per applicable Income Tax Act prior to

FIRST PARTY

Nibedita Akh

Brahmaputra Cracker and Polymer Limited
Lepelkata, Dibrugarh, Assam

Alex Basma

Prasenjit Kr. Goswami, LLM
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release of BCPL's Contribution for the said programme. BCPL will however provide the Tax deduction certificate for the same.



11. **SECOND PARTY** shall appoint a coordinator to coordinate various activities under this program and coordinate to arrange for periodical inspections and monitoring of the program by the third party and BCPL Officials through its coordinator, as it may identify.
12. **SECOND PARTY** shall provide name and telephone number of contact persons to BCPL, who would be responsible for the implementation and coordination of the program. **SECOND PARTY shall also inform of their website address and email id.**
13. **SECOND PARTY** should inform every event to BCPL. For ensuring proper brand image and visibility of BCPL's contribution, all such events will be participated and inaugurated by senior management persons of BCPL. **SECOND PARTY/ Implementing Agencies** shall ensure that permanent hoardings (preferably with Retro Reflective ACP Boards, Thickness - 2 to 4 mm) & display banners in the Project sites highlighting BCPL's contribution along with BCPL's name and logo with details of contribution.
14. Wherever possible, the **SECOND PARTY/ Implementing Agencies** engaged by **SECOND PARTY** may consider giving wide publicity to the assistance provided by BCPL under BCPL's Corporate Social Responsibility programme not only in their own internal publications, newsletters, but also in local dailies/ any other mass communication channel etc., without any liability/ cost overheads to BCPL on this account.
15. BCPL reserves the right to terminate the agreement by giving 07 days notice to the **SECOND PARTY** without assigning any reasons therefore, if the progress is found unsatisfactory.
16. **SECOND PARTY** hereby undertakes through signing of this Agreement that it has not received and will not receive any contribution/ funding in cash towards the project from any other party during the **relevant period of the project**.
17. No switch over/ change of approved program/ projects from one to another will be permitted other than the compliance of the provision mentioned in SECTION-1 (2.2).
18. **SECOND PARTY** shall indemnify BCPL of all charges, claims, taxes, disputes etc., if any.

Nibedita Phukan

During the implementation of any activity, the expenditure on photographs and video and other related material should be borne by the **SECOND PARTY/ Implementing Agencies** and no extra payment on this account shall be made by BCPL.

In witness whereof, the parties hereto have caused this agreement to be signed in their respective names.

Drafted by/Identified by
Dipankar Datta
Advocate 2/10/23

AUTHENTICATED

21/03/23
Prasenjit Kr. Goswami, LL.M.
NOTARY DIBRUGARH
Regd. No. DBR.-13

For and on behalf of BCPL

For and on behalf of the **SECOND PARTY**

Name: *ALAK BARUAH*
Position/ Designation: *Nodal Officer, CSR*
Signature: *[Signature]*
Date: _____
Witness: *[Signature]*
ALAK BARUAH
General Manager (Electrical)
Nodal Officer, CSR
Brahmaputra Cracker and Polymer Limited
Lepetkata, Dibrugarh, Assam

[Signature]
(Prasenjit Goswami)

Name: **DR. NIBEDITA PHUKAN**
Position/ Designation: **PRINCIPAL**
Signature: *[Signature]*
Date: *5/10/2023*
Witness: *[Signature]*
Principal
Manohari Devi Kanol Girls' College
Dibrugarh

CDR MANASHI SINGH
Page 8 of 14