MEMORANDUM OF UNDERSTANDING

BETWEEN

RELIANCE FOUNDATION

AND

DEVI SANSTHAN

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MoU**") is entered into on 1st April, 2025 ("**Effective Date**").

BY AND BETWEEN

RELIANCE FOUNDATION, a not-for-profit company incorporated under Section 8 of the companies Act, 2013 (erstwhile Sec 25 of the Companies Act, 1956), having its registered office at 9th Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400021 (hereinafter referred to as "**Reliance Foundation**" or "**RF**", which expression shall, unless it be repugnant to the meaning or context thereof, include its successors and permitted assigns)

AND

DEVI SANSTHAN, is registered as a society under the Indian societies act 1860 , having registered office at DEVI Sansthan C/O Global Classroom Pvt.Ltd. 10 Station Road, Lucknow 226001, UP INDIA (hereinafter referred to as "DEVI Sansthan" which expression shall, when unless it be repugnant to the meaning or context thereof, include its successors and permitted assigns).

Reliance Foundation and DEVI Sansthan may hereinafter individually be referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

A. Reliance Foundation is engaged in philanthropic initiatives, in particular, in the areas of rural transformation, health, disaster management, women empowerment, education, sports, urban renewal, art, culture and heritage, with the objective of transforming lives of people in a sustainable manner.

B. DEVI Sansthan is an organization engaged in providing quality education for underprivileged communities by creating scalable, swift and effective pedagogies; and implementing them

across broad geographies through partnerships with governments, schools & colleges, corporates and other NGOs.

C. Based on the detailed Project Proposal document in **Annexure 1** submitted by DEVI Sansthan to RF ("**Project**"), and the representations and warranties by DEVI Sansthan contained hereinafter, Reliance Foundation has, as a part of the Corporate Social Responsibility ("CSR") initiative of the Reliance Group, agreed to provide Contribution towards enhancing the foundational literacy and numeracy skills of Grade 1-3 students in Shamli district of Uttar Pradesh, as detailed herein for the Project, on the terms and subject to the conditions set out hereunder.

D. Capitalized terms shall have the meaning set out in Clause 1.

NOW THEREFORE, Parties hereby agree as follows:

1. DEFINITIONS

"DISBURSEMENT SCHEDULE" shall mean the disbursement of RF Contribution to be made in instalments from time to time during the Term in a manner set out in **Annexure 3**.

"**COMMUNICATION, CONFIDENTIALY AND PUBLICITY GUIDELINES**" shall have the meaning set out in clause 15 of this MoU.

"**EFFECTIVE DATE"** shall mean the date when this MoU is fully executed by both **"Parties".**

"**MoU**" shall mean this MoU, together with its Annexures, as may be amended, supplemented or restated from time to time in accordance with the provisions of this MoU;

"**PROJECT"** shall have the meaning set out in recital C above;

"PROJECT END REPORT" shall mean the final report on the Project that is required to be submitted by DEVI Sansthan in such format and manner as may be mutually decided between the Parties;

"PROJECT PROPOSAL" shall mean the proposal submitted by DEVI Sansthan marked as **Annexure 1** hereto.

"SCOPE OF WORK" / "SCOPE OF PROJECT" / "Project Log frame" shall mean the project activities to be carried out by DEVI Sansthan marked as **Annexure 2** hereto.

"RELIANCE GROUP" shall mean Reliance Industries Limited, a company duly incorporated under the Companies Act, 1956 and having its registered office at Maker Chambers IV, 3rd floor, 222, Nariman Point, Mumbai- 400 021 (which expression shall, unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) together with its subsidiaries and affiliates;

"RF CONTRIBUTION" shall have the meaning set out in clause 4.1;

"TERM" shall have the meaning set out in clause 10.1;

2. PRINCIPLES OF INTERPRETATION

The following rules of interpretation shall apply while interpreting this MoU:

2.1 The descriptive headings of clauses are solely for convenience of reference, and are not complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this MoU.

2.2 The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this MoU to any person or persons or circumstances except as the context otherwise permits.

2.3 The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this MoU mean and refer to this MoU and not to any particular clause of this MoU. The term 'clause' means and refers to the clause of this MoU so specified.

2.4 The Annexures annexed to this MoU form an integral part of this MoU and will be in full force and effect as though they were expressly set out in the body of this MoU.

2.5 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-

enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

2.6 References to the word "include" or "including" shall be construed without limitation.

3. SCOPE OF THE PROJECT

3.1. DEVI Sansthan shall implement the overall Project in accordance with the Project Proposal document in **Annexure 1** and Scope of Work developed as per **Annexure 2.**

3.2. DEVI Sansthan shall keep RF informed of the progress of the Project and shall provide RF periodic progress reports as outlined in **Clause 9.2.** A Project End Report shall be submitted by DEVI Sansthan to RF on completion of the project and in the manner prescribed by RF.

4. PROJECT BUDGET AND RF CONTRIBUTION

4.1. RF shall contribute up to **INR 11,80,000 i.e. Eleven Lakh Eighty Thousand only** ("**RF Contribution**") as per the Disbursement Schedule and the conditions detailed therein (**Annexure 3)**.

4.2. Reliance Foundation shall in no event be responsible or held liable for any consequences that may arise if disbursements are not made due to any cause, including due to reasons beyond the control of Reliance Foundation and/or an act, deed or omission not attributable to Reliance Foundation.

5. DISBURSEMENT

5.1. RF Contribution will be disbursed in instalments as per the Disbursement Schedule provided in **Annexure 3**. Such disbursements will be linked to review of the Project progress against milestones as per the agreed Scope of Work as defined in **Annexure 2** and the utilization of RF Contribution already released.

5.2. DEVI Sansthan shall not make any variations in the agreed work plan detailed in the Annexures, unless such change is mutually agreed in writing and signed by the authorized signatories of the respective Parties to this MoU or such other person as may be nominated by the Parties.

5.3. Requisition of funds for the instalment amount under the Disbursement Schedule shall be submitted to RF by DEVI Sansthan in the requisite format prescribed by RF.

5.4. The disbursements under the Disbursement Schedule shall be credited by RF into a separate/ earmarked / designated bank account of DEVI Sansthan. All the related collection/ remittance / other charges in relation to obtaining the RF Contribution shall be borne by DEVI Sansthan. DEVI Sansthan shall ensure that all payments made by it under this MoU are from the earmarked / designated bank account in which the RF Contribution is received.

5.5. Any interest accrued on the RF contribution disbursed by RF into the designated bank account of DEVI Sansthan where the RF contribution was credited under this MoU shall be accounted for and used solely for the purposes of the Project.

5.6. DEVI Sansthan shall immediately upon (and in any event within 1 (one) business day of) receipt of each disbursement confirm the same vide email to RF and within 7 (seven) days of receipt of each disbursement, issue to RF an official stamped receipt confirming receipt of the RF Contribution in the specified format as per the relevant laws, including the Income Tax Act, 1961 and the rules and regulations framed thereunder (Form 10B).

5.7. In the event of: (i) the implementation of the Project not being as per the scope of work and targets; or (ii) non-performance or breach of any of the terms and conditions of this MoU by DEVI Sansthan, RF shall reserve the right to withhold or reduce the instalment amount applied for by DEVI Sansthan in the funds requisition application or stop further disbursements or may lead to termination of this MoU as per clause 10.

5.8. In the event that the actual expenditure incurred is less than RF Contribution instalment amount, RF shall have the right to deduct the excess amount from future instalments or permit the same to be utilized in the project or related project, however, such consent should be obtained from RF through a prior notification.

6. ACCOUNTS, AUDIT AND COMPLIANCE

6.1. DEVI Sansthan shall maintain at its offices comprehensive and accurate records and supporting documentation in relation to all the activities carried out under the scope of this

MoU, including without limitation, all financial records, and a true and complete audit trail of all expenditure(s) (including expenditures made to or by any third parties) and all accounting records pertaining to all activities as a part of this MoU. Any non-compliance in this regard by DEVI Sansthan will be a ground for termination of this MoU.

6.2. With regard to the project described in this MoU, DEVI Sansthan shall:

6.2.1. Maintain Separate books of account and audited financial statements.

6.2.2. Retain books of accounts together with all supporting documents and records at its registered / corporate office and Reliance Foundation and its authorised representatives shall be entitled to at any time inspect and audit the same. DEVI Sansthan shall provide Reliance Foundation and/ or its authorised agent to access all such books of accounts, documents and records and also to its personnel engaged in the Program.

6.2.3. On a periodic basis provide Reliance Foundation copies of the books of accounts including all receipts and payments on account of expenditure incurred in connection with the Project.

6.2.4. DEVI Sansthan shall obtain the bank statement from the Project bank account and prepare the bank reconciliation statement to ensure that the account balance is accurately reflected in both the bank's records and the project's financial records.

6.2.5. DEVI Sansthan shall preserve all original bills / invoices pertaining to expenses incurred under this MoU by DEVI Sansthan shall be stamped with “RF contribution” and “PAID and CANCELLED”.

6.2.6. DEVI Sansthan shall avoid expenses against any “kacha bills” (i.e. temporary bills which has records neither in accounts books nor can be used for tax purposes).

6.2.7. DEVI Sansthan shall ensure maintenance of a GST registration certificate for all its GST registered vendors and a declaration of GST non-enrolment by vendors whose supplies are not chargeable to GST under the applicable GST laws, rules and regulations for any reason.

6.2.8. DEVI Sansthan shall make best efforts to make all payments in relation to the Project through account payee cheque or through direct bank transfer.

6.2.9. DEVI Sansthan shall avoid any payment of expenses by way of cash. Under exceptional circumstances cash payment per case shall not exceed INR 2,000 per bill with appropriate internal control processes and systems for maintaining complete transparency in respect of such payments.

6.2.10. Proper fixed assets registers shall be maintained.

6.2.11. DEVI Sansthan shall ensure timely and complete compliance in respect of all statutory compliances / applicable law that are applicable to it.

6.2.12. DEVI Sansthan shall obtain a minimum of three quotations for orders of all items valued over INR 50,000 from reputable, independent vendors to secure, to the best of the NGO's ability, value for money.

6.2.13. All reports shall be submitted to RF in specified formats and timelines prescribed in the MoU. Reports submitted other than in the RF specified formats will not be accepted.

6.2.14. DEVI Sansthan shall at its registered / corporate office maintain records and evidences for all activities that are conducted for Project beneficiaries under this MoU. This can include attendance sheets/photographs/recordings or any other supporting evidences as per prevailing systems of DEVI Sansthan.

6.2.15. DEVI Sansthan shall at its registered / corporate office maintain policies/process/ manuals for vendor selection, vendor management, procurement, accounting and book keeping.

6.2.16. Project interventions shall be geo-tagged with proper records of such tagging documented.

6.2.17. It shall keep in place suitable systems for dealing with any conflicts of interest and for preventing fraud, bribery, corruption and any other misuse of the RF Contribution.

6.2.18. It shall ensure the correct and complete performance of all its obligations and responsibilities under or in connection with this MoU and agrees to execute the Project in accordance with the Scope of Work with due diligence, efficiency and with due regard to the judicious use of funds.

6.3. All approved budgeted costs related to this MoU shall be booked by DEVI Sansthan activity wise in its books of accounts. No costs indirect / apportioned / allocated what so ever will be allowed for the purpose of this MoU.

6.4. DEVI Sansthan undertakes to observe, adhere to, abide by, comply with and keep RF informed about all laws/rules/regulations including legal and statutory compliances, government regulations and guidelines, compliance of labour laws and other laws in force or as are or as made applicable in future, pertaining to or applicable to them.

7. UTILIZATION OF FUNDS

7.1. DEVI Sansthan shall use RF Contribution only for the Project and in the manner agreed hereunder, and for no other purpose whatsoever. Any change in Project design will require approval of RF.

7.2. Any changes in the Project Budget as per Annexure 3 that lead to change in RF Contribution shall require prior approval of RF.

7.3. DEVI Sansthan shall promptly notify RF of cost overruns in the budgeted line items, if any. Any overrun of more than 10% shall require prior approval from RF.

7.4. DEVI Sansthan shall follow the provisions of Rule 7 (4) of the Companies (Corporate Social Responsibility Policy) Rules, 2014, as amended from time to time, with respect to creation and ownership of capital assets if at all created with RF Contribution and shall furnish documentary evidence of transfer of such assets to Project beneficiaries within one month of such transfer to RF.

7.5. DEVI Sansthan shall at, an agreed periodicity, submit project utilization certificated in the prescribed format as outlined in Annexure 4.

8. MONITORING, EVALUATION, AND LEARNING FRAMEWORK AND CONCURRENT IMPACT MEASUREMENT

8.1 DEVI Sansthan shall provide all the support for development and implementation of the Project Monitoring, Evaluation and Learning ("**MEL**") framework.

8.2 During the term of the MoU, RF may initiate baseline, midline, end line assessment and impact assessments by appointing any external independent agency. DEVI Sansthan shall extend all support to RF and/or such external agency for the completion of these assessments.

8.3 DEVI Sansthan shall at a periodicity as communicated by RF, submit narrative report giving details of activities completed supported by relevant photographs, case studies, testimonials etc. reporting the actual progress of the activities. Format of narrative report is provided in **Annexure 5** and the same is subject to modification at sole discretion of RF.

8.4 The Project implementation will be reviewed by RF (by itself or by a third party appointed by RF) from time to time in the form of evaluation visits and DEVI Sansthan agrees to allow access to RF officials or authorized representative for such reviews including review of Project expenditure and audit of the work completed with respect to **Annexure 3**.

9. PROJECT REVIEW AND REPORTING

9.1. RF may periodically review the progress of the Project and utilization of RF Contribution by DEVI Sansthan.

9.2. DEVI Sansthan shall provide reports on the progress of the Project and financial utilization at such frequency and in formats as mentioned in **Annexures 4 and 5**.

9.3. DEVI Sansthan shall participate in monthly / quarterly review meetings organized by RF at the district / state level, including review meetings with external independent agency(ies) and government officials.

9.4. RF may at any time and/or from time to time by itself or by a third party appointed by it, conduct and review the Project, including financial audit of utilization of RF Contribution.

DEVI Sansthan shall provide RF and such third-party access to any and all information and documents and personnel as may be requested for by them.

9.5. At the end of the project DEVI Sansthan shall submit a Project end Report along with all necessary documents including financial documents as directed and/ or deemed necessary by RF.

10. TERM AND TERMINATION

10.1. This MoU shall be effective from the Effective Date and shall continue to be valid and binding on Parties for 12 (twelve) months unless terminated earlier in accordance with this clause ("TERM"). The MoU may be renewed for a further term at the sole discretion of Reliance Foundation.

10.2. Reliance Foundation may terminate this MoU for its convenience by giving 30 (thirty) days' written notice to DEVI Sansthan.

10.3. Reliance Foundation may, without prejudice to any other rights or remedies available to it hereunder or under applicable law, forthwith or any time after the occurrence of any of the following events review the disbursements made or to be made under this MoU including termination of this MoU with immediate effect and by giving written notice to DEVI Sansthan:

10.3.1. DEVI Sansthan does anything which, in the opinion of RF, brings, or is likely to bring, the reputation of RF or any member thereof into disrepute;

10.3.2. DEVI Sansthan or any of its employees or agents is involved in any manner of corruption or bribery or money laundering or otherwise acts fraudulently or negligently or with criminal intent, etc.;

10.3.3. DEVI Sansthan ceases to have a non-profit status;

10.3.4. DEVI Sansthan is blacklisted by any government authority;

10.3.5. Any breach or non-compliance with the terms hereof or applicable law (including Foreign Contribution Regulation Act, 2010) by DEVI Sansthan;

10.3.6. Any representation or warranty of DEVI Sansthan being untrue or any breach thereof;

10.3.7. If DEVI Sansthan ceases to carry out the Project in accordance with Annexure 1/2; or any other terms of this MoU;

10.3.8. If DEVI Sansthan has prior to the date of this MoU provided Reliance Foundation with information which contains false or misleading statements or omits any material facts which may make any statements misleading;

10.3.9. If DEVI Sansthan becomes insolvent or is unable to pay its debts or enters into compulsory or voluntary liquidation or bankruptcy or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrative receiver or an administrator is appointed over its assets or takes or suffers any similar or analogous action in any jurisdiction.

10.4. In case of termination of this MoU by Reliance Foundation, Reliance Foundation shall instruct DEVI Sansthan to, and DEVI Sansthan shall, forthwith upon RF providing notice, return the RF Contribution to RF or to any other person or entity as may be instructed by RF for a charitable purpose.

11. WARRANTIES

DEVI Sansthan represents and warrants that:

11.1. it is duly organized and validly existing under Indian laws;

11.2. it is not blacklisted by any government authority.

11.3. it has the power and authority to execute, deliver and perform this MoU, and to consummate the transactions contemplated by this MoU;

11.4. this MoU has been duly and validly executed and delivered by it, and constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this MoU;

11.5. the execution and delivery by it of this MoU, will not violate or conflict with any law applicable to it, any provisions of its charter documents, any order or judgment of any court or other agency or governmental authority applicable to it

11.6. it has all necessary approvals, authorizations and licenses to enter into this MoU, implement the Project and to adhere to terms and conditions of this MoU; and

11.7. it shall comply with all applicable laws and regulations in relation to this MoU.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1. DEVI Sansthan agrees that Reliance Foundation, its affiliates', and their respective assignees, employees, directors, representatives or agents shall not be liable for any claims, losses, special, incidental or consequential damages and proceedings (including from third party) arising from or relating to the performance or non-performance of DEVI Sansthan under this MoU.

12.2. DEVI Sansthan shall indemnify and hold Reliance Foundation, its affiliates, and their respective assignees, employees, directors, representatives or agents harmless from and against any and all suits, claims and proceedings by third parties resulting in liabilities, damages, loss, costs and expenses (including court costs and attorneys' fees), arising from or relating to this MoU, including but not limited to, breach of this MoU by DEVI Sansthan, the performance or non-performance of this MoU by DEVI Sansthan or its employees, officers, members, agents and representatives; any death or personal injury.

12.3. RF will not be responsible in any manner whatsoever for the actual implementation of the Project including compliances with respective labour laws, income tax, goods and services tax and any other law as maybe applicable. RF will not be responsible for any claim, damage, loss or harm that is caused to any person or property due to non-compliance by DEVI Sansthan.

12.4. No person engaged by DEVI Sansthan in any capacity shall have any claim or right, whatsoever against RF towards employment, social security, safety, health or conditions of services and DEVI Sansthan shall be solely responsible for the same.

13. FORCE MAJEURE

13.1. Neither Party shall be responsible for any delay in performance of its obligations hereunder if such delay is caused by reasons beyond its reasonable control including but not limited to riot, insurrection, fire, earthquake, strike affecting a whole national category of workers, explosion, war, pandemic.

13.2. If any force majeure condition occurs, the affected Party shall immediately notify the other Party of such conditions and the time period for which such delay is likely to subsist and shall notify the other Party forthwith upon such condition ceasing to exist.

13.3. In the event the force majeure lasts for a continuous period of 45 (forty-five) days, Parties shall consult each other and agree on the further course of action.

14. NOTICES

14.1. Any notice or other communication required hereunder shall be effective only if it is in writing, in English language and shall be addressed as follows, delivered through email or registered post addressed to the Party at its official registered address and any notice or communication so sent shall be effective upon actual receipt and in case of notices sent by registered post, it shall be deemed received on the third day after the date of dispatch (if not actually received earlier) and shall become accordingly effective.

If to Reliance Foundation:

9th Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400021

Designated contact persons:

Ms. Nupur Bahl

Nupur.Bahl@ril.com

Ms. Sangeeta Pradhan, Chief Financial Officer
sangeeta.pradhan@ril.com

If to DEVI Sansthan:
DEVI Sansthan C/O Global Classroom Pvt.Ltd. 10 Station Road, Lucknow 226001, UP INDIA

Designated contact persons:
Shruti Nimbargi Manager CSR
shruti@dignityeducation.org

15. COMMUNICATION, CONFIDENTIALITY AND PUBLICITY

15.1. Usage of the Reliance Foundation logo, name and branding besides any photographs, videos and content in any form sourced from Reliance Foundation need prior written approval. Such permission will only be applicable to DEVI Sansthan and not to any other community groups, members or other networks. All such material should follow the RF brand guidelines that will be shared with DEVI Sansthan subsequently.

15.2. No photographs, videos, quotes or any content that is attributable to the RF Chairperson, board members or leaders shall be used for any form of communication, without RF's explicit written approval.

15.3. DEVI Sansthan shall ensure that all training materials, collaterals and other materials being used in the execution of the Project shall follow RF's branding guidelines.

15.4. Any publication, presentation, media interviews, articles, releases, promotional material or any other similar document relating to the Project to be published/released in any media, including social media and DEVI Sansthan's website, or any other platform, including conferences, events or activities of similar nature shall be subject to review and formal consent of RF.

15.5. Any form of public announcement of this partnership, including through media, social media or through the communication channels of DEVI Sansthan, by DEVI Sansthan is embargoed until the formal announcement is made by Reliance Foundation. However, DEVI Sansthan may take forward media sharing of the partnership after prior discussion, written approval and prior review of the media release/ announcements by the RF team.

15.6. DEVI Sansthan shall maintain in confidence, in accordance with the standards of care and diligence that it utilizes in maintaining its own confidential information, and in any event, maintain at least reasonable standard of care and diligence with respect to any and all confidential or proprietary information received by it from or on behalf of Reliance Foundation in connection with Reliance Foundation, its affiliates or this MoU including in the course of discussion and/or performance of this MoU, and shall ensure that its officers, directors, employees and representatives do not, disclose to any person any such confidential information, without Reliance Foundation's prior written consent.

Both Parties acknowledge and agree that all of the information, including but not limited to, the terms of this MoU will be considered confidential information for purposes of this MoU ("**Confidential Information**"). All Confidential Information will always remain the exclusive property of the disclosing Party. This Clause shall survive the termination of the MoU. In the event of termination of this MoU, upon written request of RF, DEVI Sansthan shall immediately return RF's Confidential Information, or at RF's option destroy any remaining Confidential Information and certify in writing that such destruction has taken place.

15.7. RF shall be entitled to publish and share success stories from the Project on RF's social media and other collateral from time to time during and after the term of this MoU. Sharing of success stories with RF implies an unconditional agreement on the part of the people, their collectives and their communities mentioned in the stories to RF's use of these stories and related content. It is therefore incumbent on DEVI Sansthan to obtain written consent from these entities, record and share consent forms whenever required.

16. INTELLECTUAL PROPERTY

16.1. All pre-existing intellectual property rights shall continue to vest with the owner of such intellectual property rights. Notwithstanding anything contained in this MoU, this clause shall survive indefinitely, even after termination of this MoU.

16.2. RF retains the right to any intellectual property developed under the Project, including the resulting products, services, processes, technologies, materials, software, data or other innovation ("IP").

16.3. RF may, at its sole discretion, make available such IP free of cost to any agencies or persons, and no commercial benefit can be derived therefrom.

17. ASSIGNMENT

DEVI Sansthan shall not, directly or indirectly, assign or otherwise transfer this MoU, in whole or in part, without Reliance Foundation's prior written consent. Reliance Foundation may assign or otherwise transfer this MoU, in whole or in part, without requiring consent of DEVI Sansthan, to any person or entity.

18. SPECIFIC PERFORMANCE

Reliance Foundation shall be entitled to the remedies of specific performance or other equitable relief in the event of any breach of this MoU by DEVI Sansthan. Such remedy shall be in addition to and not in lieu or limitation of any other remedies available to Reliance Foundation under the provisions of this MoU, at law or in equity.

19. JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION

This MoU shall be governed in accordance with the laws of India. The Parties agree that any dispute, controversy or claim arising out of or in relation hereto to this MoU shall be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, with each Party nominating an arbitrator and the two arbitrators so appointed appointing a third arbitrator. The venue of arbitration shall be Mumbai and the language of arbitration shall be English.

20. MISCELLANEOUS

20.1. Nothing in this MoU shall constitute or be deemed to constitute the relationship of principal and agent or of partnership between Parties hereto or create a joint venture between Parties or employment relationship between Reliance Foundation and DEVI Sansthan.

20.2. No waiver, amendment or other modification of this MoU shall be effective unless in writing and signed by each Party.

20.3. In case any provision of this MoU (except in relation to any representation or warranty) shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this MoU shall not in any way be affected or impaired thereby.

20.4. This MoU constitutes the entire agreement between the Parties and supersedes all previous agreements and negotiations in respect thereof.

20.5. No Party shall be liable for any consequential losses in connection with or arising out of this MoU.

20.6. Any provision of this MoU which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the validity, legality and enforceability of the remaining provisions hereof.

20.7. This MoU may be executed by Parties in counterparts, each of which shall be an original

20.8. No variation to the scope or modification to the MoU shall be valid or binding unless expressly agreed to in writing by both the Parties.

20.9. The provisions of clause 9 (Project Review and Reporting), clause 11 (Warranties), clause 12 (Limitation of Liability and Indemnification), clause 14 (Notices), clause 15 (Communication, Confidentiality and Publicity) and clause 16 (Intellectual Property) shall survive the expiry or termination of this MoU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this MoU as of the Effective Date.

For and on behalf of

For and on behalf of

RELIANCE FOUNDATION	**DEVI SANSTHAN**
_____	_____
Authorized Signatory	**Authorized Signatory**
By:	**By:**
Name: Ms. Sangeeta Pradhan	**Name:**
Title: Chief Financial Officer	**Title:**
Date:	**Date:**

List of Annexures forming part of the MoU

1. **Annexure 1:** Project Proposal
2. **Annexure 2:** Scope of Work/ Scope of Project
3. **Annexure 3:** Disbursement Schedule
4. **Annexure 4:** Format for submitting Project Progress Report
5. **Annexure 5:** Financial Report **(**Utilization Certificate)

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