



Supporting Documents for Grants Sponsored by Non-Government



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Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered on 3 April 2018, for a period of one year, between:

Tech Mahindra Foundation, a company registered under section 25 of the Companies Act, 1956, having its Registered Office at Oberoi Gardens Estate, Chandivali, Off Saki Vihar Road, Andheri (East), Mumbai - 400 072, (hereinafter called the 'Foundation') which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns) represented by its Authorized Signatory - Mr. Jegan Tharmaraj, Senior Manager, Bengaluru and Chennai.

AND

REVA University - Rukmini Education Charitable Trust(hereinafter called 'the Implementing Agency') having its Registered Office atRukmini Knowledge Park, Kattigenahalli, Yelahanka, Bengaluru, Karnataka - 560064 which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns) represented by its Authorised Signatory - Dr. Kiran KumariPatil, Director, Skill Development centre, Reva University.

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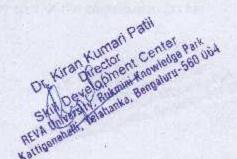
Rukmini Knowledge REVA University Pakanini Knowlease Whereas, the implementing Agency has submitted to the Foundation a new project proposal for support to Tech-Mahindra Foundation's SMART (Skills-for-Market Training) program(hereinafter referred to as the SMART program) for underprivileged youth and has also requested the Foundation to support the existing proposal by way of renewal. The details are given in the Annexure -VI for renewal proposal.

AND WHEREAS, the Foundation having considered the proposal, has agreed to support the above mentioned SMART program for underprivileged youth subject to the following terms and conditions:

NOW THIS MOU WITNESSTH AS UNDER:

- This MoU shall be valid for a period of one year from 01.04.2018 to 31.03.2019.
 However, this MoU may be renewed for further periods on the on mutually agreed terms and conditions between the Parties.
- All financial implications under this MoU shall be honored annually on the basis of budgets which will depend on approval of the Tech Mahindra Foundation Board.
- (i) Each instalment will be released only on the basis of a fresh request from the Implementing agency accompanied by a narrative and financial report on the utilization of the previous instalment to the satisfaction of the Foundation. (Ref Reporting Format)
- 3. 'The Implementing Agency' hereby assures 'the Foundation' that 'the Implementing Agency' is legally and validly organized and is in existence as on the date of this agreement. 'The Implementing Agency' assures 'the Foundation' and agrees that it shall comply with all applicable laws/rules/regulation and no legal proceedings are pending against it nor are there any threatened legal proceedings against it.
- 4. The 'Implementing Agency' having satisfied the qualifying conditions under the Sections 80G and 12A to avail contributions, will provide valid certificates/details, as applicable, under the aforesaid Sections including a Certified Copy of the Permanent Account Number, at the time of execution of this Agreement. The Implementing Agency' shall be responsible for their timely renewal and agreed to provide, on its own, the certified copies to 'the Foundation'.
- 'The Implementing Agency' shall strictly adhere to the Accounting Standards prescribed by 'the Foundation' (Annexure IV).
- The 'Implementing Agency' agrees to maintain and keep accurately the records, books of account, supporting vouchers, invoices, details of all charges, disbursements received





including expenses incurred by it for the approved purposes, out of the contributions received from 'the Foundation'.

- (ii) In addition to statutory annual audit to be conducted by an independent chartered accountant appointed by 'the Implementing Agency', it is specifically agreed by 'the implementing Agency' that at each stage of release of contribution, 'the Foundation' reserves the right to inspect, audit and make copies of extracts of all relevant data and records either through its own staff or any external auditor hired or appointed for this purpose. 'The Implementing Agency' shall provide all support to carry on such audits. The Foundation or any auditor appointed by the Foundation shall have unrestricted access to all documents whether maintained electronically or otherwise, including but not limited to the right to call for documents and explanations from the Implementing Agency, as it may think necessary for performance of its duties as an Auditor. The Implementing Agency shall always cooperate and assist the Foundation and its Auditors and provide all documents and other relevant data as and when required, for conducting audit including not limited to investigate any allegations/instances of fraud.
- 'The Implementing Agency' opens a separate account with nationalised/scheduled bank for contribution amount received from 'the Foundation' and the first instalment will be released only after the account has been opened.
- 'The Implementing Agency' shall not seek or accept financial support from any other donor/agency/organization etc. for the project(s) being funded/ supported by the Foundation.
- 'The Foundation' reserves the right to take over or relocate the assets which were donated by 'the Foundation' on completion or termination of the project.
- 10. 'The Implementing Agency' agrees to implement the SMART program in accordance with the provisions of the SMART Operations Procedures given as Annexure-III to this MoU. All the reporting formats are given as part of the said manual and must be complied with as per the guidelines referred to in the manual.
- 11. The number of youth to be trained and placed shall only be reflected in 'The Foundation's' MIS.
- 12. The partner shall not avail any funding from any govt or private agencies for the youth trained under the program, nor shall the implementing Agency will reflect/show the number of trained youth in any other portal, MISother than the Foundation under this MOU. Non-compliance will attract financial implications and cancellation or nonrenewal of MoU.
- 13. 'The Foundation' reserves the right to vary, amend and /or stop any contribution, in full or any part of it, if 'the Foundation', at its sole discretion, determines that the program is not being implemented as per the MOU or that any part of the contribution (a) has



Dr. Kiran Kumari Patil
Dr. Kiran Kumari Patil
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not been used or is not likely to be used for the approved purposes or (b) has been misused or misappropriated or (c) is likely to be misused or misappropriated or (d) avails cross funding for the program under the MOU from any govt/private agencies or/and (e) if there is any delay in the timely submission of any of the reports contemplated in this MoU. In that case, the Implementing Agency undertakes to refund the entire contribution to 'the Foundation.

- 14. 'The Implementing Agency' agrees that volunteers recommended by 'the Foundation' can work on an honorary basis in the program on tasks approved by and under the administration of 'the Implementing Agency'.
- 15. 'The Implementing Agency' agrees that the representatives of 'the Foundation' can visit the project from time to time to assess its progress. These visits may be planned or unplanned, and the monitoring will be of both—the programme as well as the financial component.
- 16. If any force majeure conditions occur which prevent either side from performing its obligation under this MOU, it shall forthwith inform the other about the existence of such conditions. 'The Foundation' will assess the implications and take the final decision.
- 17. Under no circumstances can the Implementing Agencyclose down the centre abruptly without prior approval from 'the Foundation'. Failure to complete the training and placement of students enrolled in the centre, 'the Foundation'shall have right to recover the entire contribution from the Implementing Agency. 'The implementing agency' undertakes to refund the unspent balance and hand over assets to 'the Foundation' within 7 days of such closure.
- 18. 'The Implementing Agency' shall ensure that the program report submitted to 'the Foundation' is not shared with other donors. 'The Implementing Agency' ishowever; free to share details of all projects/programs in its Annual Report.'The Foundation' recommends that 'the Implementing Agency' does not charge any monetary contribution or fees from the students of the SMART program. However, a nominal amount can be collected from the beneficiaries with the prior approval of the Foundation.
- 'The Implementing Agency' shall ensure that consumable assets acquired/purchased under this project are not used for any other project.
- 20. The implementing agency is recommended that the assets acquired/purchased under this MOU are adequately insured. The liabilities, incase of any loss/damage would rest with the Implementing Agency.
- 21. 'The Implementing Agency' hereby undertakes to share with 'the Foundation', the resources developed by 'the Implementing Agency' with the funds provided by 'the



Dr. Kiran Kumari Patil
Director
Skik/Development Center
PEVA University Rukmini Knowledge Park
PEVA University Rukmini Knowledge Park
PEVA University Rukmini Rengaluru-550 US4

Foundation'. The Implementing Agency agrees that 'the Foundation' shall retain and own intellectual property rights, including copyright, in the materials/deliverables created/developed during the implementation of various programs under this project.

- 22. In case the violation or breach of the above condition, 'the Implementing Agency' shall be obligated to take all the necessary steps at its own cost and expense to restore non-commercial and charitable nature of the materials/deliverables, which steps may include cancellation or termination of any commercial arrangements entered into by 'the Implementing Agency'. Any commercial benefits drawn by 'the Implementing Agency' shall be transferred to 'the Foundation' and 'the Foundation' shall be obligated to use such commercial benefits for the charitable purposes only. This clause shall survive the expiry or early termination of this MOU.
- 23. 'The Implementing Agency' undertakes to actively participate in Workshops/Seminars/Training Sessions etc. organized by the Foundation during the terms of this MOU.
- 24. 'The Foundation' has developed logos and signage for the SMART program. This logo will be prominently visible on all the communication material and collaterals including the learning material being used for the SMART program, and 'the Implementing Agency' will have no objection in such usage. 'The Implementing Agency' is also obliged to make use of this logo in on its communication and branding related to the SMART program, and to clearly mention that the program is financially supported by the Foundation. 'The Foundation's' logo will be prominently visible on all the machines and equipment purchased from 'the Foundation's' funds and 'the Implementing Agency' will have no objection to this.

The SMART Centre where the SMART program is operational will have a signage prominently displayed on its front, as per the sample given in Annexure - IX.

- 25. The 'Implementing Agency' will ensure to follow the branding guidelines of the Foundation and will also add the logo of NSDC Skill India on all the collaterals used under the SMART programme. This will be applicable even on Student ID card, Certificates and Course material
- 26. 'The Implementing Agency' will not use 'the Foundation's' name/logo, brand name or any other proprietary information owned by 'the Foundation', in any advertising, press release, or publicity of this Agreement and/or the Project, any undertaking submitted by SMART students or any other place, without prior written consent of 'the Foundation'.
- 27. 'The Implementing agency' shall perform its obligations under this MoU with highest standards expected from it.



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- 28. 'The Foundation' will extend programmatic support and shall have the right, upon reasonable notice, to verify and audit, at any time before the expiry of three years of the release of the grant, the records and books of 'the Implementing Agency' with respect to the disbursements and expenditure incurred out of the contributions received from the Foundation.
- 29. 'The Implementing Agency' shall submit, to 'the Foundation' the Audited Statement of Accounts (in the form of Receipts and Payment Account), with respect to contributions, within 3 months after the end of the financial year.
- The Foundation can terminate this MOU by giving one month written notice to 'the Implementing Agency'.
- In case of any contradiction between Annexure/s and the MoU, the provisions of the MoU shall prevail.
- 32. This MOU shall be subject to the exclusive jurisdiction of the Pune Courts.
- :33. This MOU shall remain in force till all the required obligations of 'the Implementing Agency' are completed to the satisfaction of 'the Foundation'.
- 34. An amount of Rs.500.00 per month per student will be charged as fees at the SMART Technical centers. The total amount thus collected against number of students to be trained annually as mentioned in the MoU shall be deducted from 2nd installment released to 'the Implementing Agency' from 'the Foundation'.

Tech Mahindra Foundation

Reva University

(The Implementing Agency)

(The

- 1. Annexure I SMART Proposal
- 2. Annexure II Utilization Certificate
- 3. Annexure III- SMART SOPs
- 4. Annexure IV- Accounting Guidelines
- 5. Annexure V- SMART Budget Sheet
- 6. Annexure VII- HR Guidelines
- 7. Annexure VIII- Programme Guidelines
- 8. Annexure IX Branding and Signage Guidelines



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A June Land Land Land Land City: Recurring Expenses: Expenses incurred on a monthly basis D. Notice curring Expenses B. Center Operating Expenses CAdmin Cost (5%) 2 Thab Equipments (IM) *Fotal Recurring Expenditure - Total (A+B+C): Placement officer Mobilisation Officer Facilitator -2 Centre Manager Placement Support OJT / Industry Visit Training Material and Teaching Aids Repair & Maintenance Facilitator - Computer /Soft skill Facilitator - 1 Grand Total (Total Recurring & Non-Recurring Exp.): Assessment / Certification Mobilisation Printing and Stationary Hospitality / Local convence Total Non Recurring Expenditure: (D) Computer Chairs Computer Table Monitoring Projector SMART BUDGET ESTIMATE - Annexure V Total Non-Recurring Expenditure (B): Bengaluru Total Recurring Expenditure (A): Grand Total (A+B): Total (A+B+C) Total (A): Fotal (B): Total (D): Total (c): Partner Name: PAN No: Area: **Bangalore North** 3rd Instalment: 2nd Instalment: Proposal Type: 1st instalment: AABTR1107Q REVA University - Rukmini Education charitable Trust 697200 NEW SMART Centre Type: Per head Trg. Cost: No. to be Placed: No. to be Trained: Financial Year: 19366.66667 SMART 2018-19 72D00



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SMART - PROPOSAL

Version: 2.0

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Project Proposal Tech Mahindra SMART (Skills-For-Market Training) Centre Executive Summary of the Proposal

	Name of the Project	Fech Wahindra Foundation SMART			
Name of the Implementing Organization		REVA University - Rukmini Education charitable Trust			
Area of Implementation [City, Location within the city] /Address		REVA UNIVERSITY Rukmini Knowledge Park, Kattigenahalli, Yelahanka, Bengaluru, Karnataka – 560064			
Program J	Duration (from - to)	One year (Jan- 2018 – Dec- 2018)			
Center Lo	cation/Landmark (to be referred as center IS)	Kattigenahalli			
Overall P	rogram Goal [not more than 30 words]	The aim of the program is to impart the training to eligible candidates along with the placement support. The outcome of the program is to provide the better livelihood to the college dropouts/ below poverty/ and unemployed youth of India. Training Program include both technical skill and soft skill and successfully completed student.			
Vocationa	d Training Trades [maximum of three]	Infrastructure Management- Supervisor			
1	Total	Rs. 3941000			
Budget	Recurring	Rs. 3486000/-			
	Non-Recurring	Rs. 455000/-			
Per beneficiary cost(to be calculated with recurring cost/graduated)		Rs. 19366/-			
Expected project per	number of youth to be graduated during riod	180			
Minimum o	number of youth to be placed f 70 to 75% for SMART & SMART T. for SMART+ Center)	145			

Note: Please submit detailed budgetary requirements in Annexure V (in excel format).

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Basic Information about the Organization:

Name of the NGO/Organization	REVA University - Rukmini Education charitable Trust
Address for Correspondence	REVA UNIVERSITY Rukmini Knowledge Park, Kattigenahalli, Yelahanka, Bengaluru, Kamataka – 560064
Telephone Number(s)	Tel: 191 080 6622 6622, 6568 7563 Ext:180
Website	www.reya.edu.in
Head of the organisation / Department	Dr. Kiran Kumari Patil
Mobile Number	98864 06803
E-Mail	kirankunari@reva.edu.in
Contact Person for the Proposed Project	Malathi, R
Mobile Number	9008572244
E-Mail	malathi.r@reva.edu.in
Registration Details*:	
(a) Registered under what Act?	Act 13
(b) Registration Number	KARBIL/2001/47147
(c) Registration Date	16-May-2013

^{*} Note Proof of Registration (Copy of Registration Certificate/ Attested Copy of Trust Deed or any other such document) must be attached along with the proposal.

I. Financial Information:

a) Present Source of Funds; Self-Funded

S. Su	Donor name Since Year	Current Year Pro- Grant	
1		34.80	
S. N6	b) Bank Details: Bank Name		Branch:
1	Reva University Skill Development	Bank Account Number:	REVA University Branch
	Karnataka Bank	6662500100291501	IFSC CODE: KRB0000666

- c) Whether registered under FCRA: Yes/No NO
- d) If Yes, then FCRA Registration Number:
- e) Income Tax Status:
 - a. 12 A certificate no.: DIT(E)/I2A/Vol.1/W-1/B-70G/02-03

date:19-03-03

b. Valid 80 G certificate no.:

date:

c. PAN Card No.: AABTR1107Q

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II. Project Information:

1. Project Title:

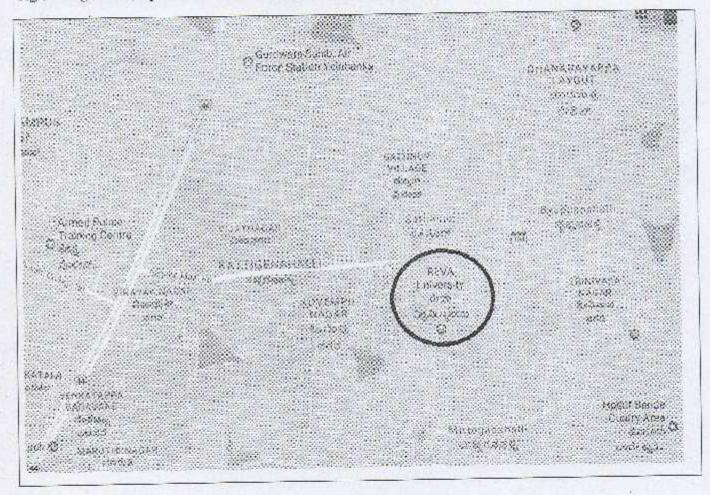
Tech Mahindra Foundation SMART Center

Project Location (full address if already running)

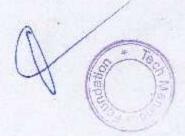
REVA UNIVERSITY

Rukmini Knowledge Park, Kattigenahalli, Yelahanka, Bengaluru, Karnataka - 560064

Please provide a map of the Location in which intervention is planned. Within that map highlight the catchment areas from where the youth will be mobilized for the center. If possible, provide 4-5 key development parameters of the region using a table (Population, literacy rate, key source of livelihood etc.)



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1. An Introduction to the Implementing Organization and its Work:

(Provide an overview of the organization's work so far [brief history, operational area, target group, nature of intervention etc.] and explain how the work on Vocational Training fits into/augments the current portfolio of activities)

About REVA University:

REVA University has been established under the Government of Karnataka Act 80 of the year 2012. The University is located in Bengaluru on a sprawling green campus, spread over 45 acres of land, built with the state-of-the-art infrastructure creating an environment conducive for higher learning and research.

The Founders of REVA University believe in the motto of 'Knowledge is Power'. Driven with philanthropic vision and a missionary zeal, the campus is built to transform students into outstanding citizens. The University prides itself in contributing to every student's holistic development. The University currently offers 18 full - time Post Graduate programs, 5 part - time Post Graduate programs, 15 Graduate Degree programs and several Post Graduate Diploma programs in Engineering, Architecture, Science and Technology, Commerce, Management Studies, Law and Humanities. Above all the University facilitates research leading to Doctoral Degree in all disciplines. The programs offered by REVA University are well planned and designed based on in depth analysis and research with emphasis on knowledge assimilation, practical applications, hands - on training, global and industrial relevance and their social significance.

REVA University believes in preparing students through the Choice Based Credit System (CBCS) and Continuous Assessment and Grading Pattern (CAGP) of education. The CBCS & CAGP pattern of education has been introduced in all programs to facilitate students to opt for subjects of their choice in addition to the core subjects of the study and prepare them with required skills. It also provides opportunities for students to earn more credits and there by acquired additional Proficiency Certificates and Diplomas.

Past Experience in Skill Training:

REVA University believe in Skill based training along with their regular academic education. Keeping this in mind REVA offers lots of training programs under Skill development center of University. Some of those programs are listed below:

SIN	Program Name	Date
1	Hack-X-Pilot	10-02-2016
2	Sap Student Academy	22-02-2016
3	Core Java And Android Application	16-07-2016
4	National Digital Literacy	15-07-2016
5	Analytics With R And Pc Fundamentals And trouble shooting	27-08-2016
6	Intel Innovation Camp	06-10-2016
7	Big data And Its Importance	29-09-2016
8	Coding Competition	28-10-2016
9	Oracle Certified Associate	10-07-2016
10	IOT Club	15-11-2016
11	VISAKA Digital Financial Program	15-12-2016
12	Fundamentals of LINUX OS	09-07-2016
13	Career Counscling Program Level -I	29-08-2016 patil
13	Career Counscling Program Level -I	29-08-2016

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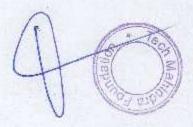
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14	PC Printer Assembly And	11000tesnovents		13-08-	2016
15	Ham Training			RH STATE	
16	Power Your Creations- De	esign of Fixed Power Sup	ply	23-09-	2016
	Lalest Trends On Internet			30-09-	2016
17				30-09	2016
18	Programming on Raspber	ry Pi- An Open Source Pi	ationm	1	
19	Programming on Arduino	Board - An Open Source	: Platform	30-09	-2016
HPU	Project Based Learning F			26-11	-2016
20				03-12	2016
21	Fechnical Project Exhibit	ion		03-12	-2010

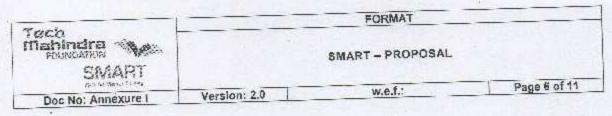
Few implemented scheme:

REVA is affiliated training partner sector skill council and imparted training under different funder and non-funded programs. In associated with other affiliated training partner we executed different government schemes in REVA.

Sl. No	ne of those programs are listed below: No Sector Jub role		Scheme	Year	No. of students trained	
1	ESSC	Mobile Repair Technician	PMKVY	2016	400	
. 2	IT/ITES .	Tower Technician	PMKVY	2016	70	
3	FIZITES	Junior software Developer	PMKVY-2.0	2017	240	
4	IT/CTES	Junior software Developer	Aricent Employability Program -Nasscom		900	
5	ESSC	Mobile Repair Technician	PMKVY-2.0	2017	120	
6	BSFCI	Life Insurance Agent	PMKVY-2.0	2017	120	
7	ICT	National Digital Literacy Mission	NDML	2016-17	1000	
8	Entropreneurship	Entropreneurship	NEN	2017	500	
9	RASCI	Sales Associates	CSR	2017	25	







(Please provide a background of the operational area, its communities and key development issues. Within that explain the need for the current intervention)

infrastructure Management is an emerging market in the growing Indian economic scenario. The current market size has been estimated as 585 Bn INR with YOY growth of approx 25%. With the growth in aspiration on living standards the emphasis on Infrastructure Management is becoming an immense important area of focus across the sectors of Retail, Hotel, infrastructures, residential and commercial. The focus is further going to be critical while bringing the concept of smart cities in reality. Therefore, time has come to view Infrastructure Management as a profession of expertise and gear up with the right skills to deliver to the expectations of consumers. Till now, this industry is being managed by resources who does not go through any formal learning process belitting to the requirement of the industry and thus tends to practice the profession with the learning's picked up from the industry itself. Such learnings, many a times might turn out to be of failure as it always leaves a scope of wide gap in understanding the basics of handling various functions of Infrastructure Management. Typically the industry recruits Managers from the academic background of Electrical , Civil, Mechanical Engineering and expects them to function in all the areas like Electro Mechanical Maintenance, Housekeeping, Security, Parking Management, Wasto Management, Water supply and distribution, firefighting system, sewage management system and various statutory aspects connected with the establishments. Such expectations on diversified areas of Infrastructure Management puts the candidates under pressure and confusion leading to substandard delivery. We understood this gap and initiated a certification training programme for students of who are interested to work in this field. The outcome of the training is to provide the skilled resource person for this diverse industry with basic training mainly in electrical, mechanical, hospitality, safety and security.

3. Profile of Employment Opportunities and Employment Trends in the Area: (Provide a description of the existing employment opportunities and trends in the intervention area. Share as much data as possible related to these.)

As explained earlier it's a very huge industry so we are categorising the JOB Market for your further reference.

Category A: MNC's In Property Management Solutions -JLL, C&W, CBRE, Future Group etc.)

Category B: Internal Property Management - These companies handle their Property by its own employees in their payroll eg : Prestige , Sobha Developers .

Category C: MNC's working in this field and they handle entire system in their own rolls, We would like to employee our students in these types of companies as well og . SODEXO, COMPASS GROUP, VESTIAN,

 Category D: Reputed Companies from India working as Vendors to MNC or direct contract, huge number of Vacancies available and we will employee our students in this category as well e.g. SIS Group, DTS,

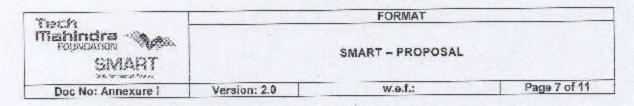
Category D: Big Residential Complex's, Clubs etc. which mainly building Association runs and give contract to various vendors which they have few people on Association rolls.

Category E: Lucal Sub Contractors of Indian Companies.

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Dr. Kiran Kumari Patil Dr. Kiran Dr. Kiran Bangaluru Salah Banga



4. Goals and Objectives of this Project under the Program: (What are the major problems that the current project is trying to overcome? What is the broad goal and the more specific objectives?)

IMS Course is mainly developed with six years of deep understanding about Facility Management Business & Property Management Solutions in India which we have went through several researches and reviews. We are also personally executed this business for a company for almost 3 yr's so we are very well aware of the need of the industry to induct qualified people.

In brief today many Companies and investors and infused their fund to develop property's in various forms like Malls. Tech Parks, Huge Residential Complexes etc. but current scenario many of the properties are handling by focal Facility Management Companies on their own contract or contract through Many MNC's as first vendor. Unfortunately the way of understanding about the building especially technical part is very week in these companies because of less competent manpower availability in the market, because of complex method of operation and unorganized handling many of qualified people and not coming or not interested to coming to this industry as a first choice. Here comes our opportunity as an organization which is having deep information and knowledge we would like to work on the Mid hierarchy of this Company especially for their operational excellence we would like to induct qualified people.

Mid Management—As far as Industry Concerned top Management and Senior management is highly qualified in this industry but the people who handle the project in site which is mid-level (Facility Manager Facility executive, Facility Supervisor) people are not qualified as per the requirements eg: A housekeeper gets experience and over period of 10 years and he became Ast. Facility Manger where he is not aware any other crucial need of the building and also he is not able to handle Client requirements as well also they are not technology competent for their reporting, Information sharing and many other areas

It is very important to induct skilled people in this segment to empower the organization in terms of Operational Excellence, Business forecast and for a professional approach. We had a long discussion with various companies about this subset and they have fully agreed about our study and seeking skilled candidates from us.

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Activities and Interventions (Along with Time line):

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Illustration						Yes			Yes	Yes	YES	
							Yes	BI B2				
					B1 B2							-
				B1 B2								
			B1 B2		B3 B4							2 2
		B1 B2		B3 B4								
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Dr Kiran Kunla	53 54		B5 B6									* 2
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(Above mentioned addivities are Just illustration, please add activities as per your plan)

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REYA University, Rulumly Khowledge Park
REYA University, Rulumly Bengaluro 560 064
Kaltigenahalli, Yalahagika, Bengaluro 560 064

Batch Number	Course Name	ing Calendar(4 mon Start Date	End date	Expected student coun
1	Infrastructure Management - Supervisor	May-18	Aug -18	30
2	Infrastructure Management - Supervisor	May-18	Aug -18	30
3	Infrastructure Management - Supervisor	Aug- 18	Nov-18	30
4	Infrastructure Management - Supervisor	Aug- 18	Nov-18	30
5	Infrastructure Management - Supervisor	Nov-18	Feb-19	30
6	Infrastructure Management - Supervisor	Nov-18	Feb-19	30

(Please add more rows to accommodate the full year plan)

6. Team:

(Please describe the structure and roles of all team members in the proposed project)

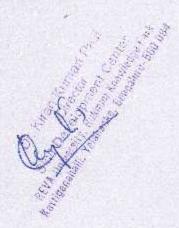
Centre Manager	Project Director	Managing the day to day operation of the centre. Networking, coordination and liaising with employers for placement. Focal point for TMF contact	All the staff for SMART project will
Facilitators	Center Manager	Training on all foundation and technical courses	exclusively working for SMART
Assistant Facilitator	Center Manager	The state of the s	
Mobilisation Officer	Center Manager	Mobilization of the community and students for enrolment,	project only.
Placement Officer	Center Manager	Finding the right employer and lead all successfully completed students to placement drive. Post placement tracking for all the placed students.	

7. Quality Control:

(Please describe the measures you propose to take to ensure a high degree of quality in the implementation of the program.)



Tech Mahindra POMONING





FORMAT

SMART - PROPOSAL

Doc No: Annexure I

Varsion: 2.0

w.e.f.:

Page 10 of 11

Being an autonomous University we are maintaining our quality both in infrastructure and education. The Same ethics will be followed in all our activities under REVA umbrella. Few points are mentioned here for the clarification:

- 1. Highly equipped lab and classrooms with modern amenities.
- 2. Availability of qualified and industry expert faculty team
- 3. Hands on experience in the domain and softcore subjects.
- 4. Industry visit to understand the current market demand and strategy.
- 5. Availability of canteen and cafeteria inside the campus.
- 6. Monitoring team to evaluate and guide the team in each activities.
- 7. Well experience in training delivery in multiple sector.
- 8





Annexure – II – Utilization Certificate Format

Tech Mahindra Foundation Utilization Certificate

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CERTIFICATE

OF APPRECIATION









THIS CERTIFICATE IS ISSUED TO

Dr. Rajashekhar C. Biradar, Dr. Manjula R. Bharamagoudra, Mr. Yann Kouame Olivier Akansie, Mr. Kartik E. Cholachgudda, Prof. Aryalakshmi B. N. and Dr. Geeta D.

School of Electronics and Communication Engineering, REVA University

for presenting his/her innovation

CATS EYE - Contactless Authentication & Temperature Screening System and for being the CHAMPION in the event AIC-PECF COVID Innovation Challenge held on 19th November 2020

V. Virhulandor
Chief Executive Officer
(AIC-PECF)

Executive Director (AIC-PECF)

Chief Operating Officer (AIC-PECF)









Atal Incubation Centre Pondicherry Engineering College Foundation

Supported by Atal Innovation Mission (AIM), NITI Aayog, Government of India. PEC Campus, Puducherry-605014

Voucher No: AIC-PECF/CR/003

CASH RECEIPT

Received from Atal Incubation Centre - Pondicherry Engineering College Foundation a sum of Rs.25000/-

(In words Twenty-Five Thousand only)

Towards Winner in the COVID Innovation Challenge organised by Atal Incubation Centre -

Pondicherry Engineering College Foundation

On 13 January 2021.

Signature

: Dr. Rajashekhar C. Biradar Name of the Receiver

: 9902679446 Mobile Number

Address

: School of ECC, REVA University, Rukmini knowledge Park, Kattigenahalli,

Yelahanka, Bengaluru - 560064

FOR AIC-PECF USE:

Forwarded By	Mr.S.Rajakumar Chief Operating Officer, AIC-PECF.	
Verified By	Mr.V.VishnuVaradan Chief Executive Officer, AIC-PECF.	
Authorized By	Dr.R.Sundaramurthy Executive Director, AIC-PECF.	

Memorandum of Understanding

This Memorandum of Understanding (MoU) is executed on _____

BY AND BETWEEN

Tech Mahindra Foundation, a company registered under Section 8 (erstwhile Section 25) of the Companies Act, 2013, having its Registered Office at Oberoi Gardens Estate, Chandivali, Off Saki Vihar Road, Andheri (East), Mumbai – 400 072, (hereinafter called the 'Foundation' which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns) represented by its Authorised Signatory.

AND

REVA University – **Rukmini Education Charitable Trust**, having its Registered Office at Rukmini Knowledge Park, Kattigenahalli, Yelahanka, Bengaluru, Karnataka – 560064, (hereinafter called 'the Implementing Agency' which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns) represented by its Authorised Signatory.

Whereas, the Implementing Agency has submitted to the Foundation a new project proposal for support to Tech-Mahindra Foundation's SMART (Skills-for-Market Training) program (hereinafter referred to as the SMART



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program) for underprivileged youth and has also requested the Foundation to support the existing proposal by way of renewal. The details are given in the **Annexure – I** for SMART Project Proposal.

AND WHEREAS, the Foundation having considered the proposal, has agreed to support the above-mentioned SMART program for underprivileged youth subject to the following terms and conditions:

NOW THIS MOU WITNESSTH AS UNDER:

- 1. This MOU shall be valid for a period from 01 April 2020 to 31 March 2021. However, this MOU can be renewed for further periods on the same terms and conditions or on a mutually agreed terms and conditions between the parties.
- 2. The Foundation agrees to contribute, a sum of Rs. 31,33,000/- (Thirty One Lakh Thirty Three Thousand Only) to the Implementing agency. The amount will be disbursed in three installments as per the Budget approved by the Foundation for a period of one year as per the following details.

#	Budget Description	Total Amount	Ist Instalment	IInd Instalment	IIIrd Installment
1	SMART	31,33,000	16,34,500	7,67,250	7,31,250

Please note that the above installment is the maximum amount that can be released. However, the actual installment release may be less based on the UC submitted towards the actual utilization of earlier funds released.

- 3. All financial implications under this MoU shall be honored annually on the basis of budgets which will depend on approval of the Tech Mahindra Foundation Board.
 - a. Each instalment will be released only on the basis of a fresh request from the Implementing agency accompanied by a narrative and financial report on the utilization of the previous instalment to the satisfaction of the Foundation. (Ref **Annexure II Utilization Certificate**.)
- 4. 'The Implementing Agency' hereby assures 'the Foundation' that 'the Implementing Agency' is legally and validly organized and is in existence as on the date of this agreement. 'The Implementing Agency' assures 'the Foundation' and agrees that it shall comply with all applicable laws/rules/regulation and no legal proceedings are pending against it nor are there any threatened legal proceedings against it.
- 5. The 'Implementing Agency' having satisfied the qualifying conditions under the Sections 80G and 12A to avail contributions, will provide valid certificates/details, as applicable, under the aforesaid Sections including a Certified Copy of the Permanent Account Number, at the time of execution of this Agreement. 'The Implementing Agency' shall be responsible for their timely renewal and agreed to provide, on its own, the certified copies to 'the Foundation'. Also, 80G receipt will be issued by the Implementation Agency after receipt of the Installment as per the clause 2 above.



- 6. 'The Implementing Agency' shall strictly adhere to the Accounting Guideline prescribed by 'the Foundation' (Annexure III).
 - 7. The 'Implementing Agency' agrees to maintain and keep accurate and separate records, books of account, supporting vouchers, invoices, details of all charges, disbursements received including expenses incurred by it for the approved purposes, out of the contributions received from 'the Foundation'.
 - a. In addition to statutory annual audit to be conducted by an independent chartered accountant appointed by 'the Implementing Agency', it is specifically agreed by 'the Implementing Agency' that at each stage of release of contribution, 'the Foundation' reserves the right to inspect, audit and make copies of extracts of all relevant data and records either through its own staff or any external auditor hired or appointed for this purpose. 'The Implementing Agency' shall provide all support to carry on such audits. The Foundation or any auditor appointed by the Foundation shall have unrestricted access to all documents whether maintained electronically or otherwise, including but not limited to the right to call for documents and explanations from the Implementing Agency, as it may think necessary for performance of its duties as an Auditor. The Implementing Agency shall always cooperate and assist the Foundation and its Auditors and provide all documents and other relevant data as and when required, for conducting audit including not limited to investigate any allegations/instances of fraud.
 - 8. 'The Implementing Agency' shall open a separate "Saving/Current account with any nationalised/scheduled bank for contribution amount received from 'the Foundation' and the first instalment will be released only after the account has been opened. It is to be noted that any Interest Earned on Saving Bank Account will form part of the Sanction Budget Amount by TMF and will be adjusted against subsequent instalments (if the project is renewed) or refunded to TMF (if the project is not renewed)" [Also refer to Clause No. 41 in this MOU].
 - 9. The Implementing Agency shall not seek or accept financial support from any other donor/agency/organization etc. for the project(s) being funded/ supported by the Foundation, unless this has been expressly discussed with and approved by the concerned authority at TMF.
 - 10. Any remuneration or expenses above Rs 2999.00 will have to be paid through cheque or Bank Transfer (NEFT/RTGS/IMPS).
 - 11. Three quotations shall be invited for purchase of any equipment / materials etc. wherever the total cost being incurred is equivalent to Rs. 10,000.00 or more.
 - 12. On termination of this MOU, the Foundation may at its discretion choose to take over or relocate the assets which were donated by Foundation for the Project and which are used for the project purpose. In

case of such termination of project, all efforts would be made by the Foundation to find an appropriate agency to continue the project and take over the assets. However, in case TMF is not able to find any suitable agency, it becomes the obligation of the Implementing Agency to take over the assets at the market price considering legally accepted depreciation.

- 13. 'The Implementing Agency' agrees to implement the SMART program in accordance with the provisions of the SMART Operations Procedures given as **Annexure-X** to this MoU. All the reporting formats are given as part of the said manual, and must be complied with as per the guidelines referred to in the manual.
- 14. The number of **youths** to **be trained and placed** shall only be reflected in 'The Foundation's' MIS. In other words, the beneficiaries of the SMART program are exclusive beneficiaries of the program, and cannot ever be shown or counted as beneficiaries in any other skill development program whether government or private.
- 15. The partner shall **not avail any funding from any govt or private agencies** for the youth trained under the program, nor shall the implementing Agency will reflect/show the number of trained youths in any other portal, MIS other than the Foundation under this MOU. Non-compliance will attract financial implications and cancellation or non-renewal of MoU.
- 16. The partner shall **not run any skill development project** with in a 2 km radius (largely within the same community) of their own or supported by other funding agency.
- 17. 'The Foundation' reserves the right to vary, amend and /or stop any contribution, in full or any part of it, if 'the Foundation', at its sole discretion, determines that the program is not being implemented as per the MOU or that any part of the contribution (a) has not been used or is not likely to be used for the approved purposes or (b) has been misused or misappropriated or (c) is likely to be misused or misappropriated or (d) avails cross funding for the program under the MOU from any govt/private agencies or/and (e) if there is any delay in the timely submission of any of the reports contemplated in this MoU. In that case, the Implementing Agency undertakes to refund the entire contribution to 'the Foundation'.
- 18. 'The Implementing Agency' agrees that volunteers recommended by 'the Foundation' can work on an honorary basis in the program on tasks approved by and under the administration of 'the Implementing Agency'.
- 19. 'The Implementing Agency' agrees that the **representatives of 'the Foundation'** can visit the **project from time to time to assess its progress.** These visits may be planned or unplanned, and the monitoring will be of both—the programme as well as the financial component.



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- 20. If any force majeure conditions occur which prevent either side from performing its obligation under this MOU, it shall forthwith inform the other about the existence of such conditions. 'The Foundation' will assess the implications and take the final decision.
- 21. Under no circumstances can the **Implementing Agency** close down the **centre abruptly without prior approval from 'the Foundation'**. In case of a failure to complete the training and placement of students enrolled in the centre, 'the Foundation' shall have right to recover the entire contribution from the Implementing Agency. 'The implementing agency' undertakes to refund the unspent balance and hand over assets to 'the Foundation' within 7 days of such closure.
- 22. 'The Implementing Agency' shall ensure that the program report submitted to 'the Foundation' is not shared with other donors. 'The Implementing Agency' is however, free to share details of all projects/programs in its Annual Report. 'The Implementing Agency' shall ensure that consumable assets acquired/purchased under this project are not used for any other project.
- 23. The implementing agency is recommended that **the assets** acquired/purchased under this MOU are adequately **insured**. The liabilities, in case of any loss/damage would rest with the Implementing Agency.
- 24. 'The Implementing Agency' hereby undertakes to share with 'the Foundation', the resources developed by 'the Implementing Agency' with the funds provided by 'the Foundation'. The Implementing Agency agrees that 'the Foundation' shall retain and own intellectual property rights, including copyright, in the materials/deliverables created/developed during the implementation of various programs under this project.
- 25. In case the violation or breach of the above condition, 'the Implementing Agency' shall be obligated to take all the necessary steps at its own cost and expense to restore non-commercial and charitable nature of the materials/deliverables, which steps may include cancellation or termination of any commercial arrangements entered into by 'the Implementing Agency'. Any commercial benefits drawn by 'the Implementing Agency' shall be transferred to 'the Foundation' and 'the Foundation' shall be obligated to use such commercial benefits for the charitable purposes only. This clause shall survive the expiry or early termination of this MOU.
- 26. 'The Implementing Agency' undertakes to actively participate in Workshops/Seminars/Training Sessions etc. organized by the Foundation during the terms of this MOU.
- 27. 'The Foundation' has developed logos and signage for the SMART program. This logo will be prominently visible on all the communication material and collaterals including the learning material being used for the SMART program, and 'the Implementing Agency' will have no objection in such usage. 'The Implementing Agency' is also obliged to make use of this logo in on its communication and branding related to the SMART program, and to clearly mention that the program is financially supported by the

Foundation. 'The Foundation's' logo will be prominently visible on all the machines and equipment purchased from 'the Foundation's' funds and 'the Implementing Agency' will have no objection to this.

The SMART Centre where the SMART program is operational will have a signage prominently displayed on its front, as per the sample given in **Annexure VIIIC – SMART Branding Guidelines**.

- 28. The 'Implementing Agency' will ensure to follow the branding guidelines of the Foundation. This will be applicable even on Student ID card, Certificates and Course material. Refer **Annexure VIIIC Branding Guidelines**.
- 29. 'The Implementing Agency' will not use 'the Foundation's' name/logo, brand name or any other proprietary information owned by 'the Foundation', in any advertising, press release, or publicity of this Agreement and/or the Project, any undertaking submitted by SMART students or any other place, without prior written consent of 'the Foundation'.
- 30. 'The Implementing Agency' or any representative of the Agency will not create any page or post related to the SMART Program on any social media platform in the public domain such as Facebook, Twitter or LinkedIn without the express consent of 'The Foundation'.
- 31. 'The Implementing agency' agrees to follow the Software & Internet usage Policy (Annexure IV).
- 32. The Implementing agency' agrees to follow the POSH PLUS policy (Annexure V) and the CPS Policy (Annexure VI) meant for all Foundation funded projects, and bring its own policies in line with those of the Foundation. 'The Implementing agency' also agrees to submit a compliance report in this regard within three months of signing this agreement, and subsequently as per the requirements specified in the stated policy documents.
- 33. 'The Implementing agency' shall perform its obligations under this MoU with highest standards expected from it.
- 34. 'The Foundation' will extend programmatic support and shall have the right, upon reasonable notice, to verify and audit, at any time before the expiry of three years of the release of the grant, the records and books of 'the Implementing Agency' with respect to the disbursements and expenditure incurred out of the contributions received from the Foundation.
- 35. 'The Implementing Agency' shall submit, to 'the Foundation' the Audited Statement of Accounts (in the form of Receipts and Payment Account), with respect to contributions, within 3 months after the end of the financial year.

- 36. The Foundation can terminate this MOU by giving one month written notice to 'the Implementing Agency'.
- 37. In case of any contradiction between Annexure/s and the MoU, the provisions of the MoU shall prevail.
- 38. This MOU shall be subject to the exclusive jurisdiction of the Pune Courts.
- 39. This MOU shall remain in force till all the required obligations of 'the Implementing Agency' are completed to the satisfaction of 'the Foundation'.
- 40. 'The Foundation' recommends that 'the Implementing Agency' does not charge any monetary contribution or fees from the students of the SMART program without knowledge of 'The Foundation' in writing or submitted part of proposal. However, a nominal amount can be collected from the beneficiaries with the prior approval of the Foundation and the same will reflect in project bank account.
- 41. In case of SMART centers fee will be charged to a tune of amount agreed during proposal and further approved by 'The Foundation'. The amount charged under any head from SMART students must be acknowledged with proper receipt from partner organization. Collected fee shall be deposited in Project account and shall be spent against preapproved budgets as per MoU. It becomes partners obligation to check with necessary applicable taxes associated with fee collection and adhere to all legal compliance. The total amount thus collected against number of students to be trained annually as mentioned in the MoU may be deducted from Illrd installment released to 'the Implementing Agency' from 'the Foundation'. Also refer to Clause No. 8 of the MOU.
- 42. All MoUs signed earlier for the same project with foundation will deemed null and void on signing of this MoU.

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Our !

SIGNED for and on behalf of

Tech Mahindra Foundation

(The Foundation)

Reva University

(The Implementing Agency)

3

Name: Mr. Jegan Tharmaraj

Designation: Sr. Manager-Bangalore, Chennai

Name: Dr. Kiran Kumari Patil,

Designation: Director

Skill Development Centre, Reva University

- 1. Annexure I SMART Proposal Format & Budget sheet
- 2. Annexure II Utilization Certificate
- 3. Annexure III- Accounting Guidelines
- 4. Annexure IV-Software & Internet Usage Policy
- 5. Annexure V- POSH Plus Policy
- 6. Annexure VI CP&S Policy
- 7. Annexure VIIIC-Branding Guidelines
- 8. Annexure IX HR Guidelines
- 9. Annexure X SMART SOP Document

Google Drive Link to all Annexures:

https://drive.google.com/open?id=1JScUwiwuCBAkKbDisylayLe52_cbD7Ls



INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA12181790882041T

Certificate Issued Date : 05-May-2021 10:31 AM

Account Reference : NONACC (FI)/ kaksfcl08/ YELAHANKA2/ KA-BN

Unique Doc. Reference : SUBIN-KAKAKSFCL0894023457063396T

Purchased by : TECH MAHINDRA FOUNDATION

Description of Document : Article 12 Bond

Description : MOU

Consideration Price (Rs.) : 0

(Zero)

First Party : TECH MAHINDRA FOUNDATION

Second Party : REVA ASPIRING YOUTH FOUNDATION

Stamp Duty Paid By : TECH MAHINDRA FOUNDATION

Stamp Duty Amount(Rs.) : 100

(One Hundred only)







Please write or type below this line

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into this 30th day of April 2021 by and between:

Tech Mahindra Foundation, a company registered under Section 8 (Erstwhile Section 25) of the Companies Act, 2013, having its Registered Office at Oberoi Gardens Estate, Chandivali, Off Saki Vihar Road, Andheri (East), Mumbai – 400 072, (hereinafter called 'the Foundation', which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns) represented by its Authorized Signatory Sudheer Baby Movva SriBharath

FOR REVA ASPIRING YOUTH FOUNDALL

Page 1 of 9

Statutory Alert:

1. The aytignificity of this Stamp certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holdin Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

The onus of checking the legitimacy is on the users of the certificate

In case of any discrepancy please inform the Competent Authority

REVA Aspiring Youth Foundation (RAY Foundation), having its Registered Office at REVA University, Rukmini Knowledge park, Yelahanka, Bangalore 560064 (hereinafter called the 'The Implementing Agency', which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns), represented by its Authorized Signatory Dr. Kiran Kumari Patil.

Whereas, the Implementing Agency has submitted to the Foundation a new project proposal for support to Tech-Mahindra Foundation's SMART (Skills-for-Market Training) program (hereinafter referred to as the SMART program) for underprivileged youth and has also requested the Foundation to support the existing proposal by way of renewal. The details are given in the **Annexure – I for SMART Project Proposal.**

AND WHEREAS, the Foundation having considered the proposal, has agreed to support the above-mentioned SMART program for underprivileged youth subject to the following terms and conditions:

NOW THIS MOU WITNESSTH AS UNDER:

- 1. This MOU shall be valid for a period from 01-04-2021 to 31-03-2022. However, this MOU can be renewed for further periods on the same terms and conditions or on mutually agreed terms and conditions between the parties.
- 2. The Foundation agrees to contribute, a sum of Rs. 37,30,640 in words (Thirty seven lakhs Thirty thousands six hundred and forty Rupees) to the Implementing agency. The amount will be disbursed in three instalments as per the Budget approved by the Foundation for a period of one year as per the following details.

Total Opex	37,30,640	1st instalment	9,32,660	No. to be Trained	220
Total Capex		2nd instalment	9,32,660	No. to be Placed	165
Net Payable	37,30,640	3rd instalment	9,32,660	Per head Trg. Cost	16,957
No. of Instalment	4	4th instalment	9,32,660		

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FOR REVA ASPIRING YOUTH FERENCE TO STORY

and agrees that it shall comply with all applicable laws/rules/regulation and no legal proceedings are pending against it nor are there any threatened legal proceedings against it.

- 5. The 'Implementing Agency' having satisfied the qualifying conditions under the Sections 80G and 12A to avail contributions, will provide valid certificates/details, as applicable, under the aforesaid Sections including a Certified Copy of the Permanent Account Number, at the time of execution of this Agreement. 'The Implementing Agency' shall be responsible for their timely renewal and agreed to provide, on its own, the certified copies to 'the Foundation'. Also 80G receipt will be issued by the Implementation Agency after receipt of the instalment as per the clause 2 above
- 6. 'The Implementing Agency' shall strictly adhere to the Accounting Guideline prescribed by 'the Foundation' (Annexure III).
- 7. The 'Implementing Agency' agrees to maintain and keep accurate and separate records, books of account, supporting vouchers, invoices, details of all charges, disbursements received including expenses incurred by it for the approved purposes, out of the contributions received from 'the Foundation'.
- 8. In addition to statutory annual audit to be conducted by an independent chartered accountant appointed by 'the Implementing Agency', it is specifically agreed by 'the Implementing Agency' that at each stage of release of contribution, 'the Foundation' reserves the right to inspect, audit and make copies of extracts of all relevant data and records either through its own staff or any external auditor hired or appointed for this purpose. 'The Implementing Agency' shall provide all support to carry on such audits. The Foundation or any auditor appointed by the Foundation shall have unrestricted access to all documents whether maintained electronically or otherwise, including but not limited to the right to call for documents and explanations from the Implementing Agency, as it may think necessary for performance of its duties as an Auditor. The Implementing Agency shall always cooperate, assist the Foundation and its Auditors, and provide all documents and other relevant data as and when required, for conducting audit including not limited to investigate any allegations/instances of fraud.
- 9. 'The Implementing Agency' shall open a separate Saving Bank/current account with any nationalised/scheduled bank for contribution amount received from 'the Foundation' and the first instalment will be released only after the account has been opened. It is to be noted that any Interest Earned on Saving Bank Account will form part of the Sanction Budget Amount by TMF and will be adjusted against subsequent instalments (if the project is renewed) or refunded to TMF (if the project is not renewed)" [Also refer to Clause No. 44 in this MOU].
- 10. In case the Implementing agency is running more than one Project with the Foundation, it is preferred that the Implementing agency opens a separate bank account for each project of the Foundation. However, the Implementing agency must open at least one separate saving/current bank account dedicated for TMF Projects. In case implementing agency has one bank account for all the projects of the foundation, the interest earned shall be divided equally among all the projects.
- 11. The Implementing Agency' shall not seek or accept financial support from any other donor/agency/organization etc. for the project(s) being funded/ supported by the Foundation, unless this has been expressly discussed with and approved by the concerned authority at TMF.
- 12. Any remuneration or expenses above Rs 2999.00 will have to be paid through cheque or Bank Transfer (NEFT/RTGS/IMPS).

For REVA

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- 13. Three quotations shall be invited for purchase of any equipment / materials etc. wherever the total cost being incurred is equivalent to Rs. 10,000.00 or more.
- 14. On termination of this MOU, the Foundation may at its discretion choose to take over or relocate the assets which were donated by Foundation for the Project and which are used for the project purpose. In case of such termination of project, all efforts would be made by the Foundation to find an appropriate agency to continue the project and take over the assets. However, in case TMF is not able to find any suitable agency, it becomes the obligation of the Implementing Agency to take over the assets at the market price considering legally accepted depreciation.
- 15. 'The Implementing Agency' agrees to implement the SMART program in accordance with the provisions of the SMART Operations Procedures given as **Annexure-X** to this MoU. All the reporting formats are given as part of the said manual, and must be complied with as per the guidelines referred to in the manual.
- 16. The number of **youths** to **be trained and placed** shall only be reflected in 'The Foundation's' MIS. In other words, the beneficiaries of the SMART program are exclusive beneficiaries of the program, and cannot ever be shown or counted as beneficiaries in any other skill development program whether government or private.
- 17. The partner shall **not avail any funding from any govt or private agencies** for the youth trained under the program, nor shall the implementing Agency will reflect/show the number of trained youths in any other portal, MIS other than the Foundation under this MOU. Non-compliance will attract financial implications and cancellation or non-renewal of MoU.
- 18. The partner shall **not run any skill development project** with in a 2 km radius (largely within the same community) of their own or supported by other funding agency.
- 19. 'The Foundation' reserves the right to vary, amend and /or stop any contribution, in full or any part of it, if 'the Foundation', at its sole discretion, determines that the program is not being implemented as per the MOU or that any part of the contribution (a) has not been used or is not likely to be used for the approved purposes or (b) has been misused or misappropriated or (c) is likely to be misused or misappropriated or (d) avails cross funding for the program under the MOU from any govt/private agencies or/and (e) if there is any delay in the timely submission of any of the reports contemplated in this MoU. In that case, the **Implementing Agency** undertakes to refund the entire contribution to 'the Foundation'.
- 20. 'The Implementing Agency' agrees that volunteers recommended by 'the Foundation' can work on an honorary basis in the program on tasks approved by and under the administration of 'the Implementing Agency'.
- 21. The Implementing Agency' agrees that the representatives of 'the Foundation' can visit the project from time to time to assess its progress. These visits may be planned or unplanned, and the monitoring will be of both—the programme as well as the financial component.
- 22. If any force majeure conditions occur which prevent either side from performing its obligation under this MOU, it shall forthwith inform the other about the existence of such conditions. 'The Foundation' will assess the implications and take the final decision.
- 23. Under no circumstances can the **Implementing Agency** close down the **centre abruptly without prior approval from**'the **Foundation**'. In case of a failure to complete the training and placement of students enrolled in the centre, 'the Foundation' shall have right to recover the entire contribution from the Implementing Agency. 'The implementing

OF HEVA ASPIRING YOUTH FOUNDATION Page 6 of 9

Authorized Signatory

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agency' undertakes to refund the unspent balance and hand over assets to 'the Foundation' within 7 days of such closure.

- 24. 'The Implementing Agency' shall ensure that the program report submitted to 'the Foundation' is not shared with other donors. 'The Implementing Agency' is however, free to share details of all projects/programs in its Annual Report. 'The Implementing Agency' shall ensure that consumable assets acquired/purchased under this project are not used for any other project.
- 25. The implementing agency is recommended that **the assets** acquired/purchased under this MOU are adequately **insured**. The liabilities, in case of any loss/damage would rest with the Implementing Agency.
- 26. 'The Implementing Agency' hereby undertakes to share with 'the Foundation', the resources developed by 'the Implementing Agency' with the funds provided by 'the Foundation'. The Implementing Agency agrees that 'the Foundation' shall retain and own intellectual property rights, including copyright, in the materials/deliverables created/developed during the implementation of various programs under this project.
- 27. In case the violation or breach of the above condition, 'the Implementing Agency' shall be obligated to take all the necessary steps at its own cost and expense to restore non-commercial and charitable nature of the materials/deliverables, which steps may include cancellation or termination of any commercial arrangements entered into by 'the Implementing Agency'. Any commercial benefits drawn by 'the Implementing Agency' shall be transferred to 'the Foundation' and 'the Foundation' shall be obligated to use such commercial benefits for the charitable purposes only. This clause shall survive the expiry or early termination of this MOU.
- 28. 'The Implementing Agency' undertakes to actively participate in Workshops/Seminars/Training Sessions etc. organized by the Foundation during the terms of this MOU.
- 29. 'The Foundation' has developed logos and signage for the SMART program. This logo will be prominently visible on all the communication material and collaterals including the learning material being used for the SMART program, and 'the Implementing Agency' will have no objection in such usage. 'The Implementing Agency' is also obliged to make use of this logo in on its communication and branding related to the SMART program, and to clearly mention that the program is financially supported by the Foundation. 'The Foundation's' logo will be prominently visible on all the machines and equipment purchased from 'the Foundation's' funds and 'the Implementing Agency' will have no objection to this.
- 30. The SMART Centre where the SMART program is operational will have a signage prominently displayed on its front, as per the sample given in **Annexure VIIIC SMART Branding Guidelines**.
- 31. The 'Implementing Agency' will ensure to follow the branding guidelines of the Foundation. This will be applicable even on Student ID card, Certificates and Course material. Refer **Annexure VIIIC Branding Guidelines**.
- 32. 'The Implementing Agency' will not use 'the Foundation's' name/logo, brand name or any other proprietary information owned by 'the Foundation', in any advertising, press release, or publicity of this Agreement and/or the Project, any undertaking submitted by SMART students or any other place, without prior written consent of 'the Foundation'.
- 33. 'The Implementing Agency' or any representative of the Agency will not create any page or post related to the SMART Program on any social media platform in the public domain such as Facebook, Twitter or LinkedIn without the express consent of 'The Foundation'.

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- 34. On termination of this MoU, the Implementing Agency shall immediately cease to use the Foundation's name, logo and other branding material for any of their communications, collaterals and signage.
- 35. 'The Implementing agency' agrees to follow the Software & Internet usage Policy (Annexure IV).
- 36. The Implementing agency' agrees to follow the POSH PLUS policy (Annexure V) and the CPS Policy (Annexure VI) meant for all Foundation funded projects, and bring its own policies in line with those of the Foundation. 'The Implementing agency' also agrees to submit a compliance report in this regard within three months of signing this agreement, and subsequently as per the requirements specified in the stated policy documents.
- 37. 'The Implementing agency' shall perform its obligations under this MoU with highest standards expected from it.
- 38. 'The Foundation' will extend programmatic support and shall have the right, upon reasonable notice, to verify and audit, at any time before the expiry of three years of the release of the grant, the records and books of 'the Implementing Agency' with respect to the disbursements and expenditure incurred out of the contributions received from the Foundation.
- 39. 'The Implementing Agency' shall submit, to 'the Foundation' the Audited Statement of Accounts (in the form of Receipts and Payment Account), with respect to contributions, within 3 months after the end of the financial year.
- 40. The Foundation can terminate this MOU by giving one month written notice to 'the Implementing Agency'.
- 41. In case of any contradiction between Annexure/s and the MoU, the provisions of the MoU shall prevail.
- 42. This MOU shall be subject to the exclusive jurisdiction of the Pune Courts.
- 43. This MOU shall remain in force till all the required obligations of 'the Implementing Agency' are completed to the satisfaction of 'the Foundation'.
- 44. 'The Foundation' recommends that 'the Implementing Agency' does not charge any monetary contribution or fees from the students of the SMART program without knowledge of 'The Foundation' in writing or submitted part of proposal. However, a nominal amount can be collected from the beneficiaries with the prior approval of the Foundation and the same will reflect in project bank account.
- 45. In case of SMART centres fee will be charged to a tune of amount agreed during proposal and further approved by 'The Foundation'. The amount charged under any head from SMART students must be acknowledged with proper receipt from partner organization. Collected fee shall be deposited in Project account and shall be spent against preapproved budgets as per MoU. It becomes partners obligation to check with necessary applicable taxes associated with fee collection and adhere to all legal compliance. The total amount thus collected against number of students to be trained annually as mentioned in the MoU may be deducted from IIIrd instalment released to 'the Implementing Agency' from 'the Foundation'. [Also, refer to Clause No. 10 of the MOU].
- 46. All MoUs signed earlier for the same project with foundation will deemed null and void on signing of this MoU.

FOR REVA ASPIRING YOUTH FOUNDATION
REVA NEST Page 8 of 9

SIGNED for and on behalf of

Tech Mahindra Foundation	REVA Aspiring Youth Foundation (RAY Foundation)
Name: Sudheer Babu Movva SriBharath	Name: Dr. Kiran Kumari Patil
Signature:	Signature:
Designation: Location Head- Hyderabad & Bengaluru	Designation: Director

- 1. Annexure-I SMART Proposal Format & Budget sheet
- 2. Annexure-II Utilization Certificate
- 3. Annexure-III- Accounting Guidelines
- 4. Annexure IIIA Asset Booking & Disposal Policy
- 5. Annexure-IV- Software & Internet Usage Policy
- 6. Annexure-V- POSH Plus Policy
- 7. Annexure-VI CP&S Policy
- 8. Annexure-VIIIC- Branding Guidelines
- 9. Annexure-IX HR Guideline
- 10. Annexure-X SMART SOP Document (All annexures available in Project Management System.)



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Government of Karnataka

Rs. 100

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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REVA ASPIRING YOUTH FOUNDATION

Article 33 Memorandum of Association of a company

MOU

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: LG SOFT INDIA PVT LTD

REVA ASPIRING YOUTH FOUNDATION

REVA ASPIRING YOUTH FOUNDATION

(One Hundred only)









Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU"), is made on. 2022 at Bengaluru, for the purpose of undertaking CSR project; by and between:

LG Soft India Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Embassy Tech Square Marathahalli - Sarjapur Outer Ring Road, Bangalore 560103, Karnataka hereinafter referred to as "First Party" or "LGSI" which

Vice-Chancellor REVA University, Rukmini Knowledge Park Kattigenahalli, Yelahanka, Bengakuru-560 064

Statutory Alert:

The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

2. The onus of checking the legitimacy is on the users of the certificate

3. In case of any discrepancy please inform the Competent Authority.

expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees) of the First Party;

AND

REVA Aspiring Youth Foundation being supported by Department of Science and Technology with its address at Rukmini Knowledge Park, Kattigenahalli, Yelahanka, Bengaluru, Karnataka 560 064 hereinafter referred to as "Second Party"

(The First Party and the Second Party shall hereinafter individually be referred to as a "Party" and collectively as the "Parties").

BACKGROUND

- A. The Parties wish to enter into a joint project as outlined in this MOU; and
- B. The Parties wish to record their understandings in relation to the contribution proposed to be made by First Party to Second Party.
 - First Party is exploring to partner with a 'Govt. backed Technology Business Incubator' for carrying out projects / programs under its Corporate Social Responsibility (CSR) initiative.
 - Second Party proposes to undertake such in association with LGSI under its CSR program

RECITALS

- A. Whereas pursuant to Section 135 of the Companies Act, 2013 ("Act") read with the Companies (Corporate Social Responsibility Policy) Amendment Rules, 2021 ("Rules") each company which falls under any of the specified criteria is required to adopt a corporate social responsibility policy ("CSR Policy") and shall endeavour to spend a minimum of 2% (two percent) of its average net profits during 3 (three) immediately preceding financial years on CSR activities as prescribed in Schedule VII to the Act, as amended from time to time ("CSR Activities").
- B. Whereas the First Party has formed a CSR committee in terms of Section 135 of the Act, ("CSR Committee") to: (i) formulate and amend, from time to time, the CSR Policy; (ii) recommend and undertake such CSR Activities as approved by the Board of Directors of the First Party; (iii) prepare and recommend the amount of expenditure required to be incurred on CSR Activities; (iv) monitor the CSR Policy and implementation of CSR Activities; (v) prepare and submit reports on the progress of CSR Activities; and (vi) maintenance of separate bank accounts, wherever required
- C. Whereas pursuant to the recommendation of the CSR Committee, LGSI has adopted the Policy on Corporate Social Responsibility ("CSR Policy"), a copy of which has been provided to the REVA Aspiring Youth Foundation The CSR Policy is in line with the CSR objectives set under Schedule VII of the Act.

Vice-Chancellor
REVA University, Rukmini Knowledge Park
Kattigenahalli, Yelahanka, Bengaluru-560 064

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- D. Whereas pursuant to Clause (ix)(a) of Schedule VII of the Act, Contribution to incubators or research and development projects in the field of science, technology, engineering and medicine, funded by the Central Government or State Government or Public Sector Undertaking or any agency of the Central Government or State Government qualifies to be a CSR activity.
- E. Whereas the First Party, has agreed to provide or make available funds to the REVA Aspiring Youth Foundation being an incubator in the field of science, technology, engineering and medicine and funded by agencies of the Government, for complying with the provisions of Clause (ix)(a) of Schedule VII of the Act.
- F. Whereas the Second Party, has confirmed that all the conditions stipulated under the Act and Rules, are satisfied to accept the contribution from First Party to enable them to comply with the CSR provisions under the Act.

2. DEFINITIONS & INTERPRETATION

In this MOU, unless the context otherwise requires:

- 2.1. "Applicable Laws" shall mean only Indian Laws including, statute, ordinance, rule, regulations, policies and other judicial decision or orders (having the force of law), whether Central, State or local or other authority in force in the republic of India and as amended from time to time;
- 2.2. "Act" shall mean Companies Act, 2013, and rules, notifications or regulations related to that as amended & restated from time to time.
- 2.3. The recitals hereinabove written shall be treated as, and shall form part of the operative portion of this MOU;
- 2.4. The headings in this MOU are for ease of reference only and do not affect its interpretation;
- 2.5. Any word denoting the singular shall include the plural and vice versa;
- 2.6. Words denoting a person shall include an individual, corporation, company, partnership, trust, body of individuals or any other entity;
- 2.7. References to dates and times shall be construed to be references to dates and time in India, unless the context expressly or by necessary implication otherwise requires;
- 2.8. Any phrase using the terms "including", "include", "in particular", "for example", "such as", "etc." or any similar expression shall be construed as illustrative and not as exhaustive;
- 2.9. Certain capitalized terms are defined in this MOU and its Annexure and whenever such terms are used in this MOU or its Annexure, they shall have their respective defined meanings, unless the context expressly or by necessary implication requires otherwise;

2.10. Any reference to the Second Party shall also be treated as a reference to the managing committee, governing body, trustees, board members, promoters, directors, staff,

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personnel etc. (as the case may be) of the Second Party, unless the context expressly or by necessary implication requires otherwise.

2.11. Any terms not defined under this clause/MOU shall have the meaning as defined under the Act.

3. COMMENCEMENT, VALIDITY AND RENEWAL

3.1. This MOU shall commence on the Effective Date and shall remain valid till the First Party is considered to have complied with the CSR regulations of the Act.

4. REPRESENTATIONS AND WARRANTIES

The Second Party represents and warrants that:

- 4.1. it is an incubator, is a technology business incubator notified by the Department of Science and Technology.
- 4.2. it has the necessary experience, expertise and established track record of promoting innovation, incubating startup ventures and entrepreneurship.
- 4.3. it possesses the ability to perform its obligations and comply with the provisions of CSR regulations as per the Act to enable First Party be in compliant with the provisions f Act.

5. INDEMNITY

- 5.1. Second Party shall promptly indemnify, defend and hold harmless the First Party their respective officers, directors, shareholders, employees, sub-contractors and agents, either severally or jointly, as the case may be, from and against any and all claims, costs (including legal costs and expenses), fees, expenses, liabilities, losses or damages (of whatsoever nature or description) associated with any claim and/or third party claim, relating to or arising out of the proved failure of the Second Party to perform its obligations under this MOU unless such failure is a result of any acts/omissions on the part of the First Party.
- 5.2. The First Party represents and undertakes to comply with the provisions of the Companies Act, 2013 relating to CSR funding and activities.

6. TERMINATION

- 6.1. A Party shall be entitled to terminate this MOU at any time during the Term without cause by giving 30 (thirty) days written notice to the other. However, if the Second Party terminates the MOU, the Second Party would still be bound to complete its obligations for all of the CSR Activities undertaken by it under this MOU and Second Party will complete all activities as required under the MOU and Act.
- 6.2. Notwithstanding anything contained hereinabove and without prejudice to the rights and remedies otherwise available under this MOU or in law, First Party shall be entitled to terminate this MOU with immediate effect on the occurrence of any of the following events of default:

REVA University, Rukmini Knowledge rand Kattigenahalli, Yelahanka, Bengaluru-560 064

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- 6.2.1. if the Second Party fails to observe or perform any of its obligations under this MOU, and in the case of a failure capable of being remedied, the Second Party fails to remedy the same to the satisfaction of the First Party within 7 (seven) days after the First Party notifies the Second Party of such failure.
- 6.2.2. If the Second Party breaches terms and conditions relating to confidentiality, utilisation of funds as required under the Act, confidential information or intellectual property rights.

7. CONFIDENTIALITY

The existence, nature, terms and conditions of this MOU shall not be disclosed by the Second Party in any manner or form, directly or indirectly, to any person or entity under any circumstances without the prior written consent of First Party, except in accordance or in compliance with any Government Acts. Any press releases in respect of the CSR Activities, Funding or this MOU shall only be made with prior written consent of the First Party.

8. CONFIDENTIAL INFORMATION

- 8.1. The Second Party shall not eternally disclose any Confidential Information related to this MOU to any other third party except:
 - 8.1.1. with the consent of First Party and for the purpose of or in connection with the performance of its obligations under this MOU;
 - 8.1.2. as required by Applicable Laws; or
 - 8.1.3. Where such Confidential Information can be demonstrated to have been in the public domain at the time of the disclosure, without any breach of this MOU.
- 8.2. "Confidential Information" shall mean any technical and business information in any format tangible or non-tangible relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" by the First Party at the time of its disclosure to the Second Party.

9. INTELLECTUAL PROPERTY

9.1. All Intellectual Property provided by the First Party to the Second Party shall remain the exclusive property of the First Party. The Second Party shall only use such intellectual property in the course of and in connection with the carrying out of its obligations under this MOU for the purposes of this MOU with the prior written permission of First Party (and/or it's Group Companies, as the case may be).

9.2. "Intellectual Property" means and includes names, trademarks, trade names, trade dress, service marks, insignias, designs, works of authorship, inventions, Characterist

REVA University, Rukmini Knowledge Park Kattigenahalli, Yelahanka, Bengaluru-560 064

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patentable or not, trade secret or confidential information, and any other intellectual and/or industrial property in all goods, services and material including all documents, reports, charts, drawings, databases, products, software, source codes, models, samples, systems, slides, tapes, graphs, notes, specifications, processes, tools and methodologies.

- 10. Dispute Resolution: The Parties will attempt in good faith to resolve any dispute arising out of or in relation to this MOU through negotiations between an appointed person of each Party with authority to settle the relevant dispute.
- 11. Force Majeure: "Force Majeure Event" means events like but not limited to any unforeseeable acts of God or nature, actions of any governmental authority, terrorism, war, sabotage, explosion, epidemic, pandemic or any other such catastrophe beyond the control of the affected Party which prevents its performance of any material obligation under this MOU.

If the performance of the MOU by either Party is delayed, hindered or prevented or is otherwise frustrated by reason of a Force Majeure Event, 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 MOU. From the date of such notification, the notified Party shall in its sole discretion, either terminate the MOU forthwith or suspend the performance of the MOU for a period not exceeding 6 (six) months.

If at the expiry of such period of suspension, the reason/s for the suspension still remain, the First Party and the Second Party shall review the further course of action/s including treating the MOU as terminated.

12. Accounts:

- 12.1. Disbursement of Funding: The Funding for the Project shall be disbursed by the First Party in such mode other than cash.
- 12.2. First Party has committed to fund a specific amount to Second Party, the specific amount shall be disbursed upon execution of this MOU.
- 12.3. Receipt of Funds: The Second Party shall issue a receipt of the funds received from the First Party.
- 13. Notice: All notices or communications required in this MOU shall be given in writing and must be delivered to the address(es) set forth above (or at such other address as the other Party may direct in writing): (a) in person, (b) by registered mail / email, or (c) by a commercial courier that provides a signature of receipt.

In case of any change in the address provided by a Party, such Party shall, within a period of 7 (seven) days of change, send a written notice to the other Party with a specific reference to this clause informing the nature of such change and such changed address(es) as the case may be.

14. Entire MOU: The provisions herein contained constitute the entire understanding between the parties hereto and supersede all previous communication, representations, expectations,

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understandings and agreements whether verbal or written between the parties or their respective representatives with respect to the subject matter of this MOU and shall not be modified or amended except by written contract signed by the parties.

15. Governing Law: This MOU shall be governed exclusively by, and shall be construed and enforced in accordance with the laws of India.

In the event of any dispute or controversy arising out of or relating to this MOU, the Parties agree to exercise their best efforts to amicably resolve the same within 15 calendar days of the affected Party intimating in writing to the other Party of presence of such dispute or controversy.

- 16. Amendment: No amendment, modification, alteration or enlargement of this MOU or its Annexure shall be valid or binding unless it is in writing and signed by the duly authorized representatives of the Parties.
- 17. **Relationship:** The relationship between the First Party and the Second Party is on a principal-to-principal basis. Nothing contained in this MOU shall be construed as having an effect of constituting a relationship of employer and employee or principal and agent between First Party and the Second Party.
- 18. **Joint Drafting:** This MOU has been drafted jointly by the Parties and no presumption or rules of construction based upon drafting this MOU shall be made in any related legal proceedings. The Parties agree and acknowledge that each Party has had ample time to seek and receive competent legal or other counsel regarding the terms and conditions of and duties and obligations imposed under this MOU and that the Parties fully understand, agree and accept all of the terms and conditions herein.
- 19. **Assignment:** Neither party may assign or transfer the responsibilities or understanding made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
- 20. Severability: Should any part of this MOU be declared or held invalid for any reason, that invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this MOU had been executed without the invalid portion and it is hereby declared the intention of the parties hereto that this MOU would have been executed without reference to any portion which may, for any reason, be hereafter declared or held invalid.
- 21. **Cost and expense:** Each Party shall be responsible for and bear its costs and expenses incurred in connection with the performance of its obligations under this MOU.
- 22. **Corruption and Fraud:** In the performance of obligations under this MOU, the Parties and their agents and employees shall comply with all applicable Indian laws of anti-bribery and anti-corruption, rules, regulations and orders of any applicable jurisdiction. The Parties hereby represent, warrant, and covenant that they will neither receive nor offer, pay or promise to pay either directly or indirectly, anything of value to a public official (as defined below) or any other

third party, in connection with any Project/s funded by the First Party (or any of its Group Company executing Annexure) which are the subject of this MOU. Furthermore, the Parties Vice-Chancelook

REVA University, Rukmini Knowledge Park Kattigenahalli, Yelahanka, Bengaluru-560 064

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shall notify immediately each other in writing with full particulars in the event that they receive a request from any public official or any other third party requesting illicit payments.

A public official is:

- Any official or employee of any government agency or government-owned or controlled enterprise.
- Any person performing a public function.
- Any official or employee of a public international organization.
- · Any candidate for political office.
- Any political party or an official of a political party.
- 23. Taxes: Each Party shall bear the tax burden derived from its own activities under this MOU.

This MOU shall be effective as of the date first written above.

And

LGSI

Vice-Chancellor
REVA University, Rukmini Knowledge Park
Kattigenahalli, Yelahanka, Bengakuru-560 064

REVA Aspiring Youth Foundation





REVA Aspiring Youth Foundation

Rukmini Knowledge Park, Kattigenahalli, Bengaluru, Karnataka- 560064, India

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Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into this 28th day of March 2019 by and between:

Tech Mahindra Foundation, a company registered under Section 25 of the Companies Act, 1956, having its Registered Office at Oberoi Gardens Estate, Chandivali, Off Saki Vihar Road, Andheri (East), Mumbai - 400 072, (hereinafter called 'the Foundation', which expression shall, unless it be repugnant to the context or meaningthereof, be deemed to mean and include, its successors and permitted assigns) represented by its Authorized Signatory.

Statutory Alert:

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- The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepant available on the website renders it invalid.
 The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

HON TEEF

AND

REVA University (Rukmini Educational Charitable Trust) (hereinafter called 'the Implementing Agency' which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns) represented by its Authorised Signatory

Whereas, the Implementing Agency has submitted to the Foundation a new project proposal for support to Tech-Mahindra Foundation's SMART (Skills-for-Market Training) program (hereinafter referred to as the SMART program) for underprivileged youth and has also requested the Foundation to support the existing proposal by way of renewal. The details are given in the Annexure – I for SMART Project Proposal.

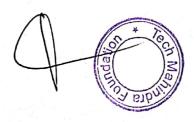
AND WHEREAS, the Foundation having considered the proposal, has agreed to support the above-mentioned SMART program for underprivileged youth subject to the following terms and conditions:

NOW THIS MOU WITNESSTH AS UNDER:

- 1. This MoU shall be valid for a period of one year from 01st April 2019 to 31st March 2020
- The Foundation agrees to contribute, a sum of Rs 3751950 (Thirty Seven Lakhs Fifty One Thousand Nine Hundred and Fifty Only) to the Implementing agency. The amount will be disbursed in three installments as per the Budget approved by the Foundation for a period of one year as per the following details.

T#	Budget Description	Total Amount	Ist Instalment	lind Instalment	IIIrd Installment
1	Smart	3751950	1875975	1125585	750390

- 3. All financial implications under this MoU shall be honored annually on the basis of budgets which will depend on approval of the Tech Mahindra Foundation Board.
 - a. Each instalment will be released only on the basis of a fresh request from the Implementing agency accompanied by a narrative and financial report on the utilization of the previous instalment to the satisfaction of the Foundation. (Ref Annexure II Utilization Certificate.)
- 4. 'The Implementing Agency' hereby assures 'the Foundation' that 'the Implementing Agency' is legally and validly organized and is in existence as on the date of this agreement. 'The Implementing Agency' assures 'the Foundation' and agrees that it shall comply with all applicable laws/rules/regulation and no legal proceedings are pending against it nor are there any threatened legal proceedings against it.
- 5. The 'Implementing Agency' having satisfied the qualifying conditions under the Sections 80G and 12A to avail contributions, will provide valid certificates/details, as applicable, under the aforesaid Sections including a Certified Copy of the Permanent Account Number, at the time of execution of this Agreement. 'The Implementing Agency' shall be responsible for their timely renewal and agreed to provide, on its own, the certified copies to 'the Foundation'.





- 23. The implementing agency is recommended that the assets acquired/purchased under this MOU are adequately insured. The liabilities, in case of any loss/damage would rest with the Implementing Agency.
- 24. 'The Implementing Agency' hereby undertakes to share with 'the Foundation', the resources developed by 'the Implementing Agency' with the funds provided by 'the Foundation'. The Implementing Agency agrees that 'the Foundation' shall retain and own intellectual property rights, including copyright, in the materials/deliverables created/developed during the implementation of various programs under this project.
- 25. In case the violation or breach of the above condition, 'the Implementing Agency' shall be obligated to take all the necessary steps at its own cost and expense to restore non-commercial and charitable nature of the materials/deliverables, which steps may include cancellation or termination of any commercial arrangements entered into by 'the Implementing Agency'. Any commercial benefits drawn by 'the Implementing Agency' shall be transferred to 'the Foundation' and 'the Foundation' shall be obligated to use such commercial benefits for the charitable purposes only. This clause shall survive the expiry or early termination of this MOU.
- 26. 'The Implementing Agency' undertakes to actively participate in Workshops/Seminars/Training Sessions etc. organized by the Foundation during the terms of this MOU.
- 27. 'The Foundation' has developed logos and signage for the SMART program. This logo will be prominently visible on all the communication material and collaterals including the learning material being used for the SMART program, and 'the Implementing Agency' will have no objection in such usage. 'The Implementing Agency' is also obliged to make use of this logo in on its communication and branding related to the SMART program, and to clearly mention that the program is financially supported by the Foundation. 'The Foundation's' logo will be prominently visible on all the machines and equipment purchased from 'the Foundation's' funds and 'the Implementing Agency' will have no objection to this.

The SMART Centre where the SMART program is operational will have a signage prominently displayed on its front, as per the sample given in **Annexure VIIIC – SMART Branding Guidelines**.

- 28. The 'Implementing Agency' will ensure to follow the branding guidelines of the Foundation. This will be applicable even on Student ID card, Certificates and Course material. Refer Annexure VIIIC Branding Guidelines.
- 29. 'The Implementing Agency' will not use 'the Foundation's' name/logo, brand name or any other proprietary information owned by 'the Foundation', in any advertising, press release, or publicity of this Agreement and/or the Project, any undertaking submitted by SMART students or any other place, without prior written consent of 'the Foundation'.





- 30. 'The Implementing Agency' or any representative of the Agency will not create any page or post related to the SMART Program on any social media platform in the public domain such as Facebook, Twitter or LinkedIn without the express consent of 'The Foundation'.
- 31. 'The Implementing agency' agrees to follow the Software & Internet usage Policy (Annexure IV).
- 32. The Implementing agency' agrees to follow the POSH PLUS policy (Annexure V) and the CPS Policy (Annexure VI) meant for all Foundation funded projects, and bring its own policies in line with those of the Foundation. 'The Implementing agency' also agrees to submit a compliance report in this regard within three months of signing this agreement, and subsequently as per the requirements specified in the stated policy documents.
- 33. 'The Implementing agency' shall perform its obligations under this MoU with highest standards expected from it.
- 34. 'The Foundation' will extend programmatic support and shall have the right, upon reasonable notice, to verify and audit, at any time before the expiry of three years of the release of the grant, the records and books of 'the Implementing Agency' with respect to the disbursements and expenditure incurred out of the contributions received from the Foundation.
- 35. 'The Implementing Agency' shall submit, to 'the Foundation' the Audited Statement of Accounts (in the form of Receipts and Payment Account), with respect to contributions, within 3 months after the end of the financial year.
- 36. The Foundation can terminate this MOU by giving one month written notice to 'the Implementing Agency'.
- 37. In case of any contradiction between Annexure/s and the MoU, the provisions of the MoU shall prevail.
- 38. This MOU shall be subject to the exclusive jurisdiction of the Pune Courts.

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- 39. This MOU shall remain in force till all the required obligations of 'the Implementing Agency' are completed to the satisfaction of 'the Foundation'.
- 40. 'The Foundation' recommends that 'the Implementing Agency' does not charge any monetary contribution or fees from the students of the SMART program without knowledge of 'The Foundation' in writing or submitted part of proposal. However, a nominal amount can be collected from the beneficiaries with the prior approval of the Foundation and the same will reflect in project bank account.
- 41. In case of SMART centers fee will be charged to a tune of amount agreed during proposal and further approved by 'The Foundation'. The amount charged under any head from SMART students must be acknowledged with proper receipt from partner organization. Collected fee shall be deposited in Project

account and shall be spent against preapproved budgets as per MoU. It becomes partners obligation to check with necessary applicable taxes associated with fee collection and adhere to all legal compliance. The total amount thus collected against number of students to be trained annually as mentioned in the MoU may be deducted from IIIrd installment released to 'the Implementing Agency' from 'the Foundation'.

42. All MoUs signed earlier for the same project with foundation will deemed null and void on signing of this MoU.

SIGNED for and on behalf of

Tech Mahindra Foundation

Partner name : REVA University.

(The Foundation)

(The Implementing Agency)

Name: JEGIAN THARMARAT.

Name:

Dr. Kiran Kurnali Patil

Designation Manager - Location

Designation:

Director



- 1. Annexure I SMART Proposal Format & Budget sheet
- 2. Annexure II Utilization Certificate
- 3. Annexure III- Accounting Guidelines
- 4. Annexure IV- Software & Internet Usage Policy
- 5. Annexure V- POSH Plus Policy
- 6. Annexure VI CP&S Policy
- 7. Annexure VIIIC- Branding Guidelines
- 8. Annexure IX HR Guidelines
- 9. Annexure X SMART SOP Document

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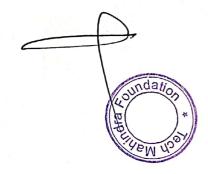


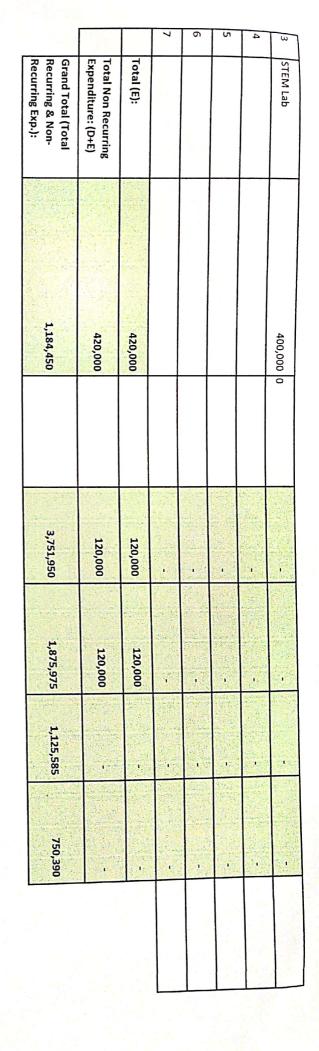


Partner Name:	Rukmini Education Charitable Trust - REVA University	PAN No:	AABTR1107Q	Financial Year:	2018-19		
Name of project	TMF SMART	80G		12AA			
City	Bangalore	Area:	Yelahanka	SMART Centre Type:	SMART		
Project since	2018			Proposal Type	Renewal		
LAST COMPLETED YEAR	R PROGRAMME DETAILS i.e. (if applicable						
Last year Budget amount		Actual Trained	0	Recurring amount disbursed			
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PROPOSED YEAR DETAI	ILS						
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Total Non-Recurring Expenditure (D+E):	120,000	2nd Installment:	1,125,585	No. to be Placed:	180		
Grand Total:	3,751,950	3nd Installment:	750,390	Per head Trg. Cost:	20,178		
		Recurring Expenses: Ex	penses incurred on a	monthly basis			
			A. Salaries				
tem	Unit cost in Rs.	No. of Months/Units	Total Amount in Rs.	1st Installment 50% in Rs.		3rd Installment 20% in Rs.	Comments (pls specify details, if any
Centre Manager	40,000	12	480,000	240,000	144,000	96,000	
nobilizer1	40,000	- 1			. 附加	y 4 (2 2 4)	
nobilizer2	30,000	12	360,000	180,000	108,000		NIVERS
lacement officer	35,000	12	420,000	210,000	126,000	84,005	

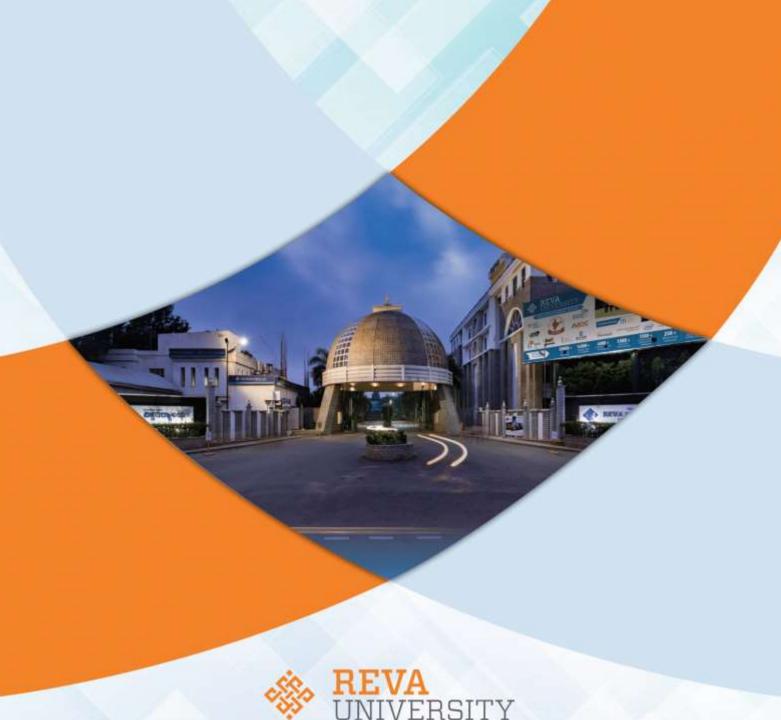
	5	4	ω												1	1
	A G C			2	1	SI. No.			12	11	10	9	œ	7	9	7
	Certificate Distribution, Job Fairs, Events, Alumni, etc	Placement expenses (travel, employer meets etc)	Mobilization Expenses (travel, advertisement, nukkad natak etc)	Electricity	Rent/building maintainance(if any)	ltem		Total (A):	placement officer	facilitatordomain	facilitatordomain	facilitatordomain	facilitatordomain	Facilitator Domain	Facilitator Domain	facilitatorIT/softskills
ā	*W 1081	1,000	1,000	1,500	15,000	Unit cost in Rs.		000'08E	20,000	35,000	35,000	20,000	30,000	35,000	35,000	25,000
	180	180	180	12	12	No. of Months/Units	B. Center						12	12	12	
	144,000	180,000	180,000	18,000	180,000	Total Amount in Rs.	B. Center Operating Expenses	2,460,000				9,000	360,000	420,000	420,000	
	72,000	90,000	90,000	9,000	90,000	1st Installment 50% in Rs.		1,230,000				i	180,000	210,000	210,000	*
	43,200	54,000	54,000	5,400	54,000	2nd Installment 30% in Rs.		738,000	14.18	•	•		108,000	126,000	126,000	
	28,800	36,000	36,000	3,600	36,000	2nd 3rd Installment 30% Installment 20% in in Rs. Rs.		492,000					72,000	84,000	84,000	
BE NOW PR	O UNIVERSITE				Maintance of the building , space	Comments (pls specify details, if any)										

			D. Assets			
SI. Item	Unit cost in Rs.	No. of Months/Units	Total Amount Rs.	1st Installment 50% Rs.	2nd Installment 30% Rs.	3rd Comments (pls installment 20% Rs. specify details, if any)
1 Laptop			0	0	0	0
2 Computers			0	0	0	0
3 Printer			0	0	0	0
4 Projector/LED			0	0	0	0
5 Water cooler			0	0	0	0
6 Desks			0	0	0	0
7 Chairs			0	0	0	0
8 Storage			0	0	0	0
9 Fans & lights			0	0	0	0
10 Software			0	0	0	0
11 Temporary partition			0	0	0	0
12 Fire Extinguisher			0	0	0	0
			0	0	0	0
Notice Board / White Board			0	0	0	0
15 Bio metric			0	0	0	0
Total (D):	0		0	0	0	0
	(00 × 100)	E. Lab equipments (add rows below to detail	rows below to detail	lab equipment)		
1 Consumables		0 6	60,000	60,000		
2 Machineries	1/4	0 6	60,000	60,000		











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