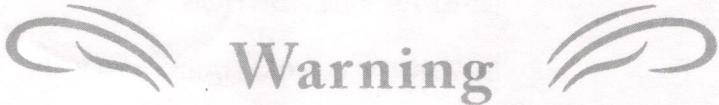


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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the “MoU”) is entered on the 27th day of the June 2022.

BETWEEN

Deepak Foundation, registered under the Bombay Public Trust Act, 1950, has its Office at (Within Nijanand Ashram premises), Near Laxmi Studio, Adjoining Larsen & Toubro Knowledge City, On NH-8, Taluka and District Vadodara-390019 represented by its constituted official, Ms. Archana Joshi, Director, Deepak Foundation hereinafter referred to as “Deepak Foundation” (which expression unless otherwise provided shall include its representatives, successors, administrators and permitted assigns) of the FIRST PART;

AND

BHARUCH DAHEJ RAILWAY COMPANY LIMITED, an existing Company under the Companies Act, 1956, having its Registered Office at 39-42, 3rd Floor, Indra Palace, Middle Circle, Connaught Place, New Delhi 110001, hereinafter referred to as “BDRCL” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its heirs, executors, administrators and assigns) of the SECOND PART.

Deepak Foundation, Vadodara and Bharuch Dahej Railway Company Limited are herein referred to individually as “Party” and collectively as “Parties”.

WHEREAS Deepak Foundation is a Vadodara-based development organization that focuses on promoting preventive healthcare by filling in knowledge gaps and by providing rural population access to basic healthcare.

AND WHEREAS BHARUCH DAHEJ RAILWAY COMPANY LIMITED, *inter alia*, supports in implementation Mobile Health Clinic project funded by BHARUCH DAHEJ RAILWAY COMPANY LIMITED as its Corporate Social Responsibility Activity.

The terms and conditions of the MOU are as follows:

1 PROJECT SCOPE & OBJECTIVE:

BDRCL & Deepak Foundation will jointly collaborate to identify, monitor and evaluate projects/programs to be undertaken as per Section 135 of the Companies Act, 2013, and CSR Policy of BDRCL. However, BDRCL may also independently identify project/programs to be implemented on which advice of Deepak Foundation will be taken. The Parties herein have come forward and have agreed to participate in the implementation of the “Mobile Health Clinic” Project aimed to address the

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key issue of accessibility of primary healthcare by providing basic healthcare facilities through mobile clinics to remote villages in Vagra taluka of Bharuch District, Gujarat on a regular basis.

The scope of the MoU is detailed below. The objective lends itself to the following outcomes:

- Deploying primary healthcare and social services at the doorstep
- Community health education
- Increasing early identification of illnesses/diseases and referral
- Reducing morbidity and mortality
- Holistic health intervention to improve productivity and quality of life of the rural poor.

The project will be CSR Project under Section 135, read with Schedule VII of the Companies Act, 2013 and the Companies (Corporate Social Responsibility Policy) Rule, 2014 made thereunder.

2 ROLES AND RESPONSIBILITIES OF PARTIES:

2.1 DEEPAK FOUNDATION:

- (i) Identify and shortlist areas in and around Bharuch Dahej Railway Line being the project site of BDRCL and surrounding villages
- (ii) Mobilize and deploy qualified and experienced General physicians (BHMS/BAMS), paramedics - a Nurse, and a Counselor for the smooth running of the Mobile Health Clinic for –
 - a) Conducting general OPD and medical camps at the doorsteps of the inhabitants by a General Physician (BHMS/BAMS doctor).
 - b) Helping patients by referring them for further treatment and exploring possibilities of linking them up with Government Health Scheme.
 - c) Creating awareness regarding anemia in adolescent girls, pregnant women and other women in reproductive age group.
 - d) Creating awareness among parents regarding malnutrition in children.
 - e) Undertaking community education on issues related to personal hygiene, sanitation, maternal & child health, nutrition & anemia and community health.
 - f) Support and facilitate in COVID-19 vaccination drive.
- (iii) Conduct periodic sessions to educate villagers on the importance of preventive healthcare by focusing on key issues of personal hygiene & sanitation, reproductive & child health, nutrition and anemia through the Counselor.
- (iv) The implementation schedule will be prepared one month advance and communicated to BDRCL as well as to visiting villages in advance so that villagers are well informed about the services to be made available by BDRCL through Deepak Foundation.
- (v) Deepak Foundation shall strictly adhere to the schedule made by them. BDRCL representative may conduct surprise visit to assess services provided through Deepak Foundation.
- (vi) Ensure wide publicity at various villages on a need basis, to augment and maximize the reach of mobile health clinics, by coordinating with elected representatives and concerned officials of respective Panchayats, Joint/Deputy Director of Medical Services, Programme Officer of ICDS, Primary Health Centres and any other agencies as may be required from time to time for smooth implementation of the project.
- (vii) Deepak Foundation should inform every event to BDRCL. For ensuring proper brand image and visibility of BDRCL's contribution, Deepak Foundation shall display banners on mobile van and village site highlighting BDRCL's contribution along with BDRCL name and logo.
- (viii) Maintain asset register for the assets procured from the funds given by BDRCL or handed over by BDRCL and in the event of discontinuation of the project, to return them at the prevailing condition on the day of handing over to BDRCL.

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- (ix) Maintain records of beneficiaries and continuously track monthly progress of the project. Patients needing further treatment to be referred to 'District Hospital, Bharuch/ or to appropriate specialty care institutions.
- (x) Submit to BDRCL monthly reports on the progress of the project. These will include activities completed and results achieved, accompanied by case studies & photographs. Unaudited Utilization Certificate shall be sent to BDRCL periodically along with a narrative report.
- (xi) The Final Comprehensive Completion Report of the program/project will be submitted by the Deepak Foundation on completion of the programme incorporating scope of work met, benefits achieved, financial details mentioned and recommendations made by the Deepak Foundation along with photographs, videos etc.

2.2 BHARUCH DAHEJ RAILWAY COMPANY LIMITED :

- (i) Depute its representative(s) and external experts to visit the Mobile Health Clinic project at such intervals as it may deem necessary for conducting audits.
- (ii) Will assist Deepak Foundation in identifying the geographical area for implementation of the project.
- (iii) Will jointly review with Deepak Foundation monthly progress of the project and convene a detailed review meeting as and when required.

3. TERMS OF PAYMENT

- The total sanctioned project amount is INR **18,91,000 (Eighteen Lakhs Ninety-one Thousand Only) for Nine Months i.e. for the year July 2022 March 23.**
- Initially, BDRCL will pay in advance to Deepak Foundation a sum of **Rs.6,30,333/- (Six Lakhs Thirty Thousand Three Hundred Thirty-Three Rupees Only)** per quarter for meeting the operating and other expenses to implement the Mobile Health Clinic project provided the first tranche will be paid proportionately for the period starting 01.07.2022. The second Installment shall be released by BDRCL on requisition by Deepak Foundation with a progress report along with a fund utilization certificate.
- This advance will be adjusted against the expenditure statement to be furnished by Deepak Foundation to BDRCL on or before 5th of the end of the successive month.
- BDRCL will not provide any additional fund in respect of work done outside the scope of work and time schedule plan and takes no responsibility whatsoever for such work.
- Payments to Deepak Foundation will be affected through Electronic Fund Transfer in the account of Deepak Foundation, the details of which shall be provided by Deepak Foundation to BDRCL in advance. The budget line items can be re-appropriated with the approved line items with mutual agreement

This MOU shall be valid for a period from July 1, 2022, till March 31, 2023, and may be extended for further period(s) on mutual consent as per terms including financials mutually agreed upon.

4. ACCOUNTING AND AUDITING

1. Deepak Foundation shall submit full Accounts of the project in writing taking into account all receipts, payment & commitment incurred for the purpose of the agreement termination. BDRCL may carry out an audit of project along with expenditure of accounts.
2. In the event of excess disbursement to Deepak Foundation, BDRCL shall demand recovery from the Deepak Foundation such excess disbursement or Deepak Foundation will be liable to refund/adjust the excess disbursement within period of 30 days of ascertainment of excess disbursement.
3. BDRCL shall at its discretion or cause to be undertaken, evaluate the impact of cost effectiveness of the project. Such evaluation shall be carried out periodically during tenure of agreement. Deepak Foundation shall when required, give BDRCL reasonable cooperation on access to its record in connection with the agreement.

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4. If BDRCL finds any errors or inaccuracies in the Accounts & Records of the Deepak Foundation, the Deepak Foundation shall, within 30 days of a written demand served by BDRCL, carry out suitable rectification in its Accounts & Records, and inform BDRCL of the same.
5. Any information/document/record/details requested by BDRCL would be promptly attended by Deepak Foundation and supplied within a reasonable time frame of 15 days.

5. ANNUAL AUDITED ACCOUNTS OF THE PROJECT

1. Deepak Foundation will submit audited accounts of the project for the entire period of this agreement, each bearing original signatures along with Auditors' Certificate within 3 months of the closure of the financial year to BDRCL for each of the financial years covered by the project. The end of the financial year for the project shall be 31st March every year.
2. The annual accounts of the project shall be signed by the Authorized person of Deepak Foundation and be certified by practicing chartered accountant of an independent firm of professional auditors. This account should bear a certificate from the auditors confirming the total receipt and expenditure in respect of the amount and also to the effect that the amount was accepted in accordance with the terms of the Agreement.

6. REFUND OF UNUTILIZED/UNSPENT FUNDS

Any unspent or unutilized amount, (disbursed earlier by BDRCL for the project to the Deepak Foundation), shall on completion of the project, be refunded to BDRCL within 30 days of the completion of the project or termination of the Agreement, whichever is applicable.

7. EQUIPMENT/FIXED ASSETS

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

8. CLOSURE

BDRCL may terminate this agreement after giving the due notice of one month to the Deepak Foundation with or without giving any reason. Deepak Foundation shall not be entitled to payment of any amount by way of compensation for termination of agreement. The Contract may be liable to for termination for following reasons:

1. In the event of unsatisfactory performance of the project by Deepak Foundation, BDRCL may, at its sole discretion and at any time, terminate the agreement and inform the Deepak Foundation of its decision in writing which shall be final binding on both the parties. The Agreement shall stand terminated on the date as mentioned in written communication.
2. In the event, when the party is found involved in any manner or form in unfair practices or improper utilization/misappropriating the funds /Assets, which belongs to, or has been marked for the Project activities, BDRCL may, at its sole discretion and at any time, terminate the agreement and inform Deepak Foundation of its decision in writing which shall be final and binding on both the parties.

9. CONFLICT OF INTEREST

1. Neither Deepak Foundation, it's personnel nor their agent shall engage in any personal business or professional activities, during the course of the agreement which conflict with the object of the purpose.
2. Deepak Foundation shall notify BDRCL immediately of any such conflict or suggest/take immediate remedial measure under information to BDRCL to ensure that the project is completed as per terms agreed upon.

10. MONITORING MECHANISM

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A mechanism for monitoring the project shall be developed and established jointly by the Parties. Whenever project-reach drops below 75% of the target, the Parties will jointly review the implementation process and decide on steps to revitalize the coverage.

11. TAXES

All applicable taxes and duties will be paid / adjusted by BDRCL as per statutory provisions.

Deepak Foundation will submit Income Tax Exemption certificate in Form 80 G Certificate to BDRCL. If 80G Certificate is not applicable to any Company/Organization Tax will be deducted at source as per applicable Income Tax Rate

12. IPR

None of the Parties shall be able to claim intellectual property rights to the result of the project. All Parties declare full and open access to the knowledge developed through the project to each other. All communications to mass media, representations in public forum will be done by the Parties jointly or with the knowledge of the other Party.

13. AMENDMENTS

Any further changes/amendments to the terms and conditions of this MoU shall be done in writing by mutual agreement between all the Parties. Modifications or Alterations to this Agreement can only made by means of a written amendments executed by an authorized representative of each party.

14. PUBLICITY AND PUBLIC INFORMATION

All publicity handouts, banners, boards etc. will have names of Parties appropriately. Any news release, public announcements, advertisement of publicity proposed to be released Party concerning this Agreement shall be subject to the prior written approval of BDRCL.

15. COMMUNICATION & INFORMATION

All project-related communications will be in the form of e-mails, telephone meetings and meetings at the premises of either of the Parties. All-important communications, particularly those having a bearing on the terms of the MoU, reports etc. will be dealt only through the following designated persons nominated by the respective Parties:

Deepak Foundation: Ms. Archana Joshi, Director

Deepak Foundation: Mr. Shardul Acharya, In-charge - Mobile Health Units

BDRCL: Ms. Kanika Mathur, Company Secretary

BDRCL: Mr. Suresh Nair, AGM (C&A and O&M)

16. PROJECT STEERING COMMITTEE

Project Steering Committee Meetings may be held at least once every quarter. A minimum of four members, two representing Deepak Foundation and remaining two representing BDRCL, out of the following officials, presence of one member from each party shall form the quorum for such meetings:

- Ms. Archana Joshi, Director, Deepak Foundation
- Mr. Shardul Acharya, In-charge- Mobile Health Units
- Ms. Kanika Mathur, Company Secretary
- Mr. Suresh Nair, AGM (C&A and O&M)

Reporting and control will be concurrent with the certification on agreed key indicators of the project.

17. GENERAL:

- 1) Nothing contained in this agreement shall be construed to have effect as continuing a relationship of employer-employee or principal agent between BDRCL and Deepak Foundation.
- 2) Deepak Foundation shall be responsible for all acts as omission of its staff or any person, engaged by Deepak foundation whether or not in the cause if implementing the project as for



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the help , safety in security of such person of entities in their preparation. During the implementation of any activity, the expenditure on photographs and videography and other related material should be borne by the Deepak Foundation and no extra payment on this account shall be made by BDRCL.

- 3) Photography of the work execution at site to be developed by the Deepak Foundation and the same to be forwarded in soft format to BDRCL project coordinator/ in-charge.
- 4) BDRCL may modify/close the MoU in case the Company's responsibility for CSR goes down or goes negative on crystallization of profit for the year 2021-22 by giving one month notice.

18. Confidentiality of Information and secrecy

18.1 The parties undertake that during the terms of this MoU agreement and any subsequent agreement, it shall keep in confidence proprietary information received from the other party and shall not disclose it to any third party, excepting their authorized representatives unless such disclosure of use is specifically authorized in writing.

18.2 Neither party shall use proprietary information received from the other party for any purpose other than the objective and task agreed between the parties.

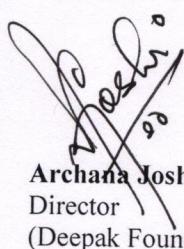
19. DISPUTE RESOLUTION

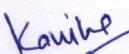
All disputes and differences arising out of or in connection with or touching upon this MOU shall be amicably settled by mutual discussion between the Authorized representatives of the Parties, failing which the Parties to dispute shall refer disputes and differences for final resolution through arbitration. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996 and/or any modifications thereof. The venue of arbitration proceedings shall be Vadodara and language shall be English.

The Parties agree that this is a non-profitable venture for a social cause.

IN WITNESS WHEREOF the Parties have signed this MOU on the day, month and year written above.

For and on behalf of:


Archana Joshi
 Director
 (Deepak Foundation)


Kanika Mathur
 Company Secretary
 (Bharuch Dahej Railway Company Limited)

