

CSR AGREEMENT

This Corporate Social Responsibility Agreement ("Agreement") is made and entered into on **15th September 2025**

BY AND BETWEEN

Ami Lifesciences Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered office at Milestone-87, 7th Floor, Lilleria 1038, Gotri-Sevasi Road, Baroda Gujarat 390021 (hereinafter referred to as the "**Donor**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of the First Part;

AND

United Way of Baroda, a Public Trust registered under the Bombay Public Trusts Act, 1950, having its registered office at 9th Floor, Sidcup Tower, Racecourse Road, Vadodara – 390007, Gujarat (hereinafter referred to as the "**Recipient**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), of the Second Part.

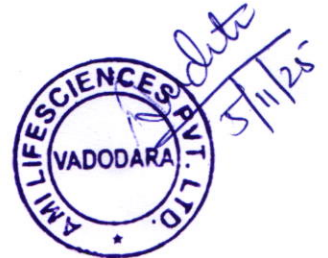
The Donor and the Recipient are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

1. Purpose

The Donor agrees to support the Development of Early Childhood Care Centre (Construction of Smart Anganwadi), F.Y. 2025–26, as detailed in **Annexure 1**. The Recipient agrees to implement the Project using the contributed CSR funds ("Funds") strictly for the intended objectives.

2. Donor Contribution

- Total approved cost: Rs. 25,00,000/-
- Funds will be disbursed as per **Annexure 2** into the Recipient's designated bank account.
- Funds shall be utilized fully on or before 31st March 2026.



3. Roles & Responsibilities

3.1 Recipient Obligations

The Recipient shall:

- Use Funds exclusively for the Project and maintain proper records.
- Issue receipts for all contributions received.
- Submit:
 - **Audited Utilization Certificate** within 15 days of Project completion.
 - **Final Project Report** within 15 days of closure.
- Permit Donor representatives to conduct site visits or audits upon reasonable notice.
- Ensure branding at the Project site with Donor's approved name/logo.
- Disclose any assets created under the Project.

3.2 Donor Obligations

- Provide financial support as per the agreed budget.
- Conduct periodic monitoring or audits if required.

4. Use of Donor Logo

The Donor grants a **limited, revocable, non-exclusive** right to use its logo strictly for Project-related communication, Documentation and social media posts subject to its branding guidelines and prior approval.

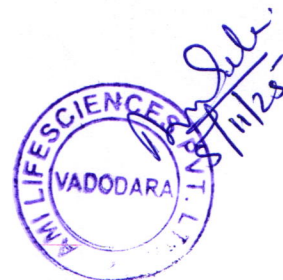
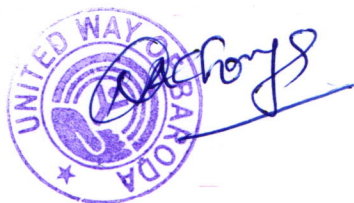
5. Compliance & Conduct

Both Parties shall:

- Follow all applicable laws.
- Adhere to anti-bribery, anti-corruption, and ethical guidelines.
- Immediately report any violations or investigations.

6. Indemnity

The Recipient shall indemnify the Donor against losses or liabilities arising from misuse of Funds, non-compliance, or misconduct.



7. Term & Termination

- Agreement is valid from **15th September 2025 to 31st March 2026**.
- Either Party may terminate with **30 days' written notice**.
Upon termination or completion, the Recipient shall:
- Submit final utilization documents,

8. Confidentiality

Both Parties shall maintain confidentiality of shared information, except where disclosure is legally required.

9. Force Majeure

Neither Party shall be liable for delays caused by uncontrollable events (natural calamities, war, epidemics, etc.). Prolonged Force Majeure (60+ days) allows either Party to terminate the Agreement.


10. Legal & Dispute Resolution

- Amendments require mutual written consent.
- Relationship is principal-to-principal.
- Disputes unresolved within 30 days shall be referred to arbitration in **Vadodara, Gujarat** under the **Arbitration and Conciliation Act, 1996**.
- Courts of Vadodara have jurisdiction.
- Governing Law: **Laws of India**.

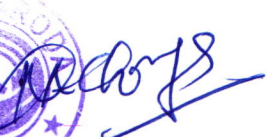
IN WITNESS WHEREOF,

The Parties hereto have executed this Agreement with effect from the date first above written.

For Ami Lifesciences Pvt. Ltd. (Donor)

Name: **ANINDITA ROY**
Designation: **ASST. MANAGER**
Signature: 

For United Way of Baroda (Recipient)

Name: Nilam Acharya
Designation: Executive Director
Signature: 



ANNEXURE 1

Project Budget – F.Y. 2025–26 *(Details of the budget to be attached here)*

Sr. No.	Budget Head	Qty	Rate Per Qty	Estimated Cost (INR)
A. Development of Early Childhood Care Centre				
1.	Construction of 1 New Smart Anganwadis (Fatepura Chukari AWC - 1) – Equipped with Toilet, Hand-Wash Station, Safe Water Supply, Concealed Electrical Wiring, Fans, Smart TV, Jadui Pitara Kit, Digital Monitoring Tools, Child-Safe Furniture, Kitchen Platform, Fire Safety, Secure Gates, Murals, Solar Roof Top, Kitchen Garden & Finishing Works	1 New AWC	21,12,683/-	21,12,683/-
Total A				21,12,683/-
B. Project Mgt. Cost				
1.	Contingency (Unforeseen repairs, material cost variations, logistics)	1	45,470/-	45,470/-
2.	Manpower Cost (Civil Structure Engineer, Project Coordinator, Supervisors, Skilled & Unskilled Labour)	1	1,00,000/-	1,00,000/-
3.	UWB Implementation Charges: Reporting & Documentation: Regular record keeping & register maintenance, Preparation of quarterly progress reports, Compilation of case studies & success stories, Photo & video documentation of activities, Annual compendium of project outcomes, Submission of reports & utilization certificates	1	2,41,847/-	2,41,847/-
Total B				3,87,317/-
Grand Total {Total A + Total B}				25,00,000/-



ANNEXURE 2

Disbursement Schedule and Bank Details – F.Y. 2025-26

The total cost of the Project is Rs. 25,00,000/- and shall be disbursed as follows:

1. **Signing of Agreement (100%)** – Payable upon execution of this Agreement.

Note: The above schedule may be revised, if required, with the mutual consent of both Parties.

Bank Details

Account Name	UNITED WAY OF BARODA CSR CORPUS FUND ACCOUNT
Bank A/c No	2204155000050450
Bank Name	Karur Vysya Bank
RTGS/IFSC Code	KVBL0002204
Type of Account	Savings account



ANNEXURE 3

Project Progress Parameters – F.Y. 2025-26

Execution Plan

- **Phase 1:** Needs Assessment & Site Selection – 3 Weeks
- **Phase 2:** Completion of Work – 4 Months
- **Phase 3:** Monitoring & Evaluation – Ongoing
- **Phase 4:** Inauguration & Handover

Methodology

1. Initial Assessment & Planning
2. Signing of MOU & Confirmation of Payment Terms
3. Execution of Project
4. Regular Monitoring & Reporting
5. Quality Assurance & Control
6. Completion & Handover
7. Documentation & Closure

Deliverables from Recipient to Donor

1. **Donation Receipts**
 - Issue official receipts for CSR contributions.
 - Ensure compliance with tax regulations and maintain proper documentation.
2. **Audited Utilization Certificate**
 - Provide an audited certificate of fund utilization upon Project completion.
 - Ensure full transparency and accountability.
3. **Project Report**
 - Submit a comprehensive report on Project completion.
 - Include milestones, achievements, community impact, and stakeholder benefits.
4. **Structure Design & Handover Documents**
 - Provide structural design documents of the Anganwadi Centre.
 - Submit official handover letters from the ICDS Department.
 - Ensure completion of all legal and administrative formalities for transfer of ownership and responsibility.

