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WIPRO CARES

Article 12 Bond

GRANT AGREEMENT

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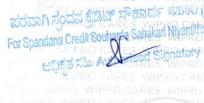
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WIPRO CARES

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(Two Hundred only)







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GRANT AGREEMENT

This Grant Agreement ("Agreement") is made on 9th November 2022

By and Between:

Wipro Cares, a trust registered under the laws of India having its principal office at Doddakannelli, Sarjapur Road, Bangalore 560 035, India (hereinafter referred to as "Wipro Cares" which expression shall unless repugnant to or inconsistent with the context or meaning thereof, shall include its successors-in-interest, subsidiaries, affiliates and permitted assigns), of the ONE PART;

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Vijendra Chauhan
Vijendra Chauhan (Nov 18, 2022 17:13 GMT+5.5)

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 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.

AND

Rural Development Institute of the Himalayan Institute Hospital Trust (RDI-HIHT), with CSR registration number CSR00007381, having its registered office at Swami Ram Nagar, P.O. Jolly Grant, Dist. Dehradun, Uttarakhand- 248016, (hereinafter referred to as "Grantee" which expression shall unless repugnant to or inconsistent with the context or meaning thereof, shall include its successors-in-interest, subsidiaries, affiliates and permitted assigns), of the OTHER PART;

Wipro Cares and Grantee shall be hereinafter be collectively referred to as "Parties" and individually as "Party"

WHEREAS

Wipro Cares is a not-for-profit trust, which focuses on certain key developmental issues faced by communities, such as but not limited to primary healthcare, education, environment, disability and providing rehabilitation to communities affected by natural calamities.

Grantee is a non-government organization that works primarily for women and children focusing on Health, Water and Sanitation, Education and Skill Development, Disability and other development issues. They also support technical training and resource center in Uttarakhand for health and adolescents.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Project:

The Grantee shall work towards improving maternal, child and adolescent health outcomes in 12 underserved villages of Bahadarabad block of Haridwar, Uttarakhand covering a population of about 80,000. (hereinafter referred to as the "Project"). The Parties agree that in consideration of the Grant Amount (as *defined hereunder*) provided to the Grantee, the Grantee shall achieve the below objectives in furtherance of the Project:

- To improve the status of pregnant women by providing ante- natal (ANC) & post-natal (PNC) services and promote institutional deliveries amongst the target group.
- To improve new-born healthcare services through specialty camps for lactating women with special care for 0-2 year's old children.
- To provide health check-ups to children at community level & schools through health education and screening camps.
- To train peers' educator who will further train adolescents at school & community level on the components that includes adolescent healthcare.
- To create awareness on mental health issues among adolescents groups

2. Disbursement of Grant:

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- a. Grant Amount: Wipro Cares shall pay the Grantee an amount up to INR 1,40,78,128/(Rs. One Crore Forty Lakh Seventy Eight Thousand One Hundred and Twenty
 Eight Only) ("Grant Amount"), subject to the terms of this Agreement. The details of
 the Grant Amount are herein mentioned in Annexure A, to this Agreement. It is hereby
 clarified that, the Grant Amount paid herein may be increased or amended accordingly
 by Wipro Cares at its sole discretion.
- b. Grant Period: The Grant Amount will be available over a period beginning from 1st September 2022 and ending 31st August 2025 ("Grant Period"). The Grantee shall ensure that interest earned from the Grant, if any, shall also be utilized solely for the Project.
- c. Payment of Grant: The payment of the Grant Amount will be made via electronic transfer into the bank account of the Grantee registered with Wipro Cares, in tranches as per the below table (the time period for each tranche shall be termed as "Instalment Period").

Payment Table

Number of Instalments	Period	Amount			
Instalment I	1 st September 2022- 31 st March 2023	₹ 28,43,105 (INR Twenty Eight Lakh Forty Three Thousand One Hundred and Five Only)			
Instalment II	1 st April 2023- 30 th September 2023	Up to ₹ 24,60,784 (INR Twenty Four Lakh Sixty Thousand Seven Hundred and Eighty Four Only)			
Instalment III	1 st October 2023- 31 st March 2024	Up to ₹ 22,91,680 (INR Twenty Two Lakh Ninety One Thousand Six Hundred and Eighty Only)			
Instalment IV	1 st April 2024- 30 th September 2024	Up to ₹ 22,63,180 (INR Twenty Two Lakh Sixty Three Thousand One Hundred and Eighty Only)			
Instalment V	1 st October 2024- 31 st March 2025	Up to ₹ 22,71,434 (INR Twenty Two Lakh Seventy One Thousand Four Hundred and Thirty Four Only)			
Instalment VI	1 st April 2025- 31 st August 2025	Up to ₹ 19,47,945 (INR Nineteen Lakh Forty Seven Thousand Nine Hundred and Forty Five Only)			
Total		₹ 1,40,78,128 (Rupees One Crore Forty Lakh Seventy Eight Thousand One Hundred and Twenty Eight Only)			

d. Pay-outs:



Wipro Cares understands that the Grant Amount allocated under this Agreement are based on the review of the overall plan as articulated and represented by the Grantee in the proposal. Both Parties have mutually agreed on the payment schedule based on the proposal.

It is hereby clarified that; the actual expenses and payments may vary from month on month based on the various operational and environmental factors.

In view of the above, the following operating principles would be applicable to both the Parties:

- (a) In the event, the expenses and payments for a specific period during the Grant Period are expected to be lower, Wipro Cares at its sole discretion would adjust the pay-out accordingly based on such requests from the Grantee.
- (b) However, in case the expenses and payments for a specific period during the Grant Period are expected to be higher, Wipro would adjust the pay-out accordingly based on such requests from the Grantee and such terms of higher pay-out shall be captured in an amendment agreement to this Agreement.
- (c) The grant provided under this Agreement is inclusive of all applicable taxes & levies such as GST.

3. Obligations of Grantee:

- a. The Grant Amount shall be used by the Grantee solely in furtherance of the Project. The funds cannot be used for any other purpose.
- b. The Grantee represents and warrants that it will strictly comply with the obligations mentioned herein during the entire Term and shall certify the same in writing on an annual basis. However, with respect to the Grantee whose Term limit is below one (1) year, such certification shall be provided during the end of the Term. The Grantee shall submit periodic and final grant reports that shall contain data and particulars as required by Wipro Cares.
- The Grantee shall be responsible to achieve the agreed results and outcomes as mentioned in the Project.
- d. The Grantee shall submit a financial account of expenditure of the Grant Amount, which shall include a statement by the Grantee certifying its accuracy. The financial account of expenditure shall be submitted within 60 days from the end of the respective Instalment Period. In the event of any issues with the authenticity of the statement or the accuracy of the financial account of expenditure, Wipro Cares shall issue a notice to the Grantee and ask to submit its explanation regarding the same within 10 days of receipt of that notice, and in case of unsatisfactory reply or no reply by Grantee within the said time period, Wipro Cares may, at its discretion (i) require the Grantee to refund the relevant installment of the Grant Amount, or part thereof, to Wipro Cares; (ii) adjust the relevant portion with a subsequent installment; or (iii) extend the Term of the Project to coincide with the additional funds disbursed by Wipro Cares. The decision of Wipro Cares on the accuracy or authenticity of the financial account of expenditure shall be final.

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- e. The Grantee shall submit an audited utilization certificate report of the Grant Amount, signed by its independent auditor. The audited utilization certificate report shall be submitted once every twelve (12) months, or on completion of the Grant Period, whichever is earlier. For example, if the Grant is for a period from June 2019 to September 2020, the first audited utilization certificate report shall be provided for June 2019 to May 2020, and another audited utilization certificate report shall be provided for June 2020 to September 2020.
- f. The Grantee shall immediately notify Wipro Cares in writing of any significant changes during the Term, including, but not limited to, changes in tax status, any changes in Project timing, any inquiries or audits initiated by any governmental body or any statutory authority, including in respect of applicable licenses, registration of the Grantee. The Grantee shall strictly comply with all reporting requirements towards statutory bodies and shall promptly send a copy of such reports to Wipro Cares.
- g. The Grantee shall immediately intimate to Wipro Cares in writing the happening of any event that has or might have an adverse effect on the implementation/ continuance of the Project.
- h. The benefits of the Grant Amount shall be open to all members of the public, irrespective of race, gender, sexuality, disability, nationality, caste, community, class, creed or religion.

4. Rights of Wipro Cares

- a. Wipro Cares will monitor and review the progress made on the Project based on reports submitted by the Grantee once every twelve (12) months, or at shorter periodicity as determined by Wipro Cares. Wipro Cares shall engage in a process of reflection, learning and change ("RLC") with the Grantee towards achieving the goal in respect of the Project;
- b. With regard to this project, The Grantee authorises Wipro Cares to conduct audits, reviews and site audits, at any time during the Term and for a period of three (3) years thereafter by providing reasonable prior notice to the Grantee. In furtherance of this, the Grantee agrees to respond to any query or request for information made by Wipro Cares within ten (10) days of receipt of such request;
- c. In the event that the Grantee does not fulfil any of its obligations as stated in this Agreement, Wipro Cares may withhold the disbursements of additional funds to the Grantee till such time confirmation of meeting the obligation is submitted by the Grantee and accepted by Wipro Cares. In the event if the Grantee is unable to meet the obligation within forty-five (45) days or a modified timeline as decided by Wipro Cares, Wipro Cares may decide to withdraw/modify the Grant.

5. Term and Termination

- a. This Agreement shall come into effect from 1st September 2022 and shall remain in effect till 31st August 2025 ("Term");
- b. Either Party shall have the right to terminate this Agreement by giving thirty (30) days prior written notice to the other Party;

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c. In the event of termination, any unexpended funds of the Grant Amount shall immediately be returned in full to Wipro Cares, except in circumstances where Wipro Cares has given its written approval to an alternate use by the Grantee of such unused funds.

6. Confidentiality

a. The Grantee shall not, without the prior written consent of Wipro Cares, disclose to any third party the contents of this Agreement or any information obtained by Grantee in performance of or in connection with this Agreement. The obligations of confidentiality shall come into effect upon the signing of this Agreement and shall survive the termination/ expiration of this Agreement.

7. Intellectual Property Rights

- a. Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its dealings with the other party pursuant to this Agreement (collectively, "Pre-existing IP"). All rights in Pre-existing IP not expressly transferred or licensed herein are reserved to the owner.
- b. At the end of the Term, the Grantee shall provide Wipro Cares with a copy of any publication, audio or video, film or other media product produced by the Grantee, under this Grant, recording the commencement and progress of the Project for Wipro Cares' archival, usage and research purposes. Wipro Cares shall have the right to make and disseminate additional copies of any such product. Additionally, the Grantee hereby grants to Wipro Cares a perpetual, royalty-free license to disseminate, on Wipro Cares' official website or through any other means, any product, service or methodology developed or produced by the Grantee under this Grant.
- c. To the extent that Wipro Cares has provided a Grant for the Project, all intellectual property made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression or created by the Grantee (including, but not limited to, reports, data and design) during the term of this Agreement, must be promptly disclosed to Wipro Cares ("Intellectual Property"). All Intellectual Property developed by the Grantee, using the Grant, will be jointly owned by the Grantee and Wipro Cares. The Grantee shall ensure that Wipro Cares shall have a right to fully use such Intellectual Property for its own use at no additional cost.

8. Force Majeure.

If either Party is unable to perform any of its obligations under this Agreement because of circumstances beyond the reasonable control of the Party, such as an act of God, fire, casualty, flood, war, terrorist act, failure of public utilities, injunction or any act, exercise, labor or civic unrest, assertion or requirement of any governmental authority, epidemic, lockdowns, quarantine, or destruction of production facilities etc. (a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything reasonably practicable to resume performance. Upon receipt of such notice, all obligations under

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this Agreement shall be immediately suspended for the period of such Force Majeure Event. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may give written notice to terminate this Agreement.

9. Liability

EITHER PARTY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND REGARDLESS OF WHETHER ANY SUCH LOSSES OR DAMAGES ARE CHARACTERIZED AS ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE IN THIS AGREEMENT.

10. Indemnity

Either Party agrees to defend, indemnify and shall accordingly hold harmless the other Party, its directors, officers, employees, agents and affiliates ("Indemnified Persons") from and against any losses or liabilities caused by the defaulting Party, its directors/trustees, officers, employees or agents ("Personnel") and from any and all claims, damages, consequences, exposure, outgoings, prejudices, costs, taxes, duties, penalties and interest thereon or expenses of any kind, including reasonable attorney's fees and legal costs (incurred whether in protection or defence) which may be incurred by or asserted against the Indemnified Persons on account of or arising out of or resulting from the acts or omissions of the defaulting Party and/or its Personnel, any bodily injury or destruction of tangible property, any claims for breach by the defaulting Party of any of its obligations contained in this Agreement or any violation of applicable laws.

11. Governing Law & Dispute Resolution

This Agreement shall be construed, interpreted, and governed by the laws of India, without regards to any conflict of law principles. Disputes, if any, shall be first resolved amicably, failing which shall be referred to the applicable jurisdictional courts of Bangalore, Karnataka.

12. Anti-Bribery

The Grantee shall not and shall ensure that its personnel shall not, under any circumstances, indulge in corrupt practices or activities. Indulging in corrupt practices would constitute a material breach of this Agreement. This shall include, without limitation, offering money or gifts of any kind and value, either directly or indirectly, to any individual, entity or government official with the intention of influencing such the actions practices, behavior or judgment of such individual, entity or government official with view to securing an unfair advantage in any matter directly or indirectly relating to the Project in violation of the Prevention of Corruption Act, 1988 as amended from time to time. If the Grantee becomes aware of any such incident during the Term involving its Personnel, it shall promptly report the same to Wipro Cares.

13. Miscellaneous:

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- a. <u>Entire Agreement:</u> This Agreement sets forth the complete agreement of the parties concerning the subject matter hereof. No claimed oral agreement in respect thereto shall be considered or any part hereof.
- b. <u>Waiver:</u> No waiver of any provision of this Agreement shall be effective unless executed in writing. No waiver shall be deemed to be, or shall constitute, a waiver of a breach of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.
- c. <u>Assignment:</u> Neither Party shall be allowed to assign any of the obligations mentioned under this Agreement, without the written consent from the other Party
- d. <u>Headings</u>: The headings and subheadings in this Agreement are inserted for convenience of reference only and will not be used in interpreting or construing the provisions of this Agreement.
- e. <u>Amendment</u>: No amendment or variation to this Agreement will operate to change or vary the terms, obligations or conditions hereof except upon mutual agreement by both Parties signed by an authorized representative of each Party.
- f. <u>Publicity:</u> With regards to any communication made by the Grantee about the Project to third parties and the public, the branding and communication will be appropriately defined and mutually agreed. The communication guidelines may include acknowledging the Wipro Cares Grant Amount, usage of Wipro Cares' name and logo, etc.
- g. <u>Severability:</u> Each provision contained in this Agreement is declared to constitute a separate and distinct covenant and provision and to be severable from all other separate, distinct covenants and provisions. It is agreed that should any clause, condition or term, or any part thereof, contained in this Agreement be unenforceable or prohibited by law or by any present or future legislation then:
 - i. such clause, condition, term or part thereof, shall be amended so as to be in compliance therewith the legislation or applicable law;
 - ii. if such clause, condition or term, or part thereof, cannot be amended so as to be in compliance with the legislation or law, then such clause, condition, term or part thereof shall be severed from this Agreement and all the rest of the clauses, terms and conditions or parts thereof contained in this Agreement shall remain unimpaired.
- h. <u>Independent Contractor</u>: For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations nor make commitments of any kind, or to take any action, which shall be binding on the other Party, except as be explicitly provided for herein or authorized by the other Party in writing.

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement under seal as of the day and year first above written by their respective authorized signatories.

Wipro Cares

By Name: Praveen Beechagondahalli

Title: Senior Program Manager

Date: 17th November 2022

Made at: Bangalore

GRANTEE-

By Name: Dr. Vijendra Chauhan

Title: Secretary, HIHT

Date: 17th November 2022

Made at: Dehradun

Grantee's adherence to the code of conduct is mandatory

SCOC: https://www.wipro.com/content/dam/nexus/en/investor/corporate-governance/policies-and-guidelines/ethical-guidelines/12774-supplier-code-of-conduct.pdf

COBC: https://www.wipro.com/content/dam/nexus/en/investor/corporate-governance/policies-and-guidelines/ethical-guidelines/code-of-business-conduct-and-ethics.pdf

Annexure A

Rural Development Institute of the Himalayan Institute Hospital Trust (RDI-HIHT) <u>Indicative Budget breakup of the fund utilization</u> (1st September 2022 to 31st August 2025)

S.N.	Pudent Unida		Unit		VI Tatal	V2 T-4-1	V2 T-4 1
A	Budget Heads Maternal Health	Units	cost	Frequency	Y1 Total	Y2 Total	Y3 Total
a.1	Stakeholders' workshop	35	₹ 200	1	₹ 7,000	₹0	₹ 7,000
a.2	Comprehensive outreach maternal child health camp	8	₹ 1,500	12	₹ 1,44,000	₹ 1,08,000	₹ 72,000
a.3	Travel cost for medical team to conduct maternal child health camps	8	₹ 2,500	12	₹ 2,40,000	₹ 1,80,000	₹ 1,20,000
a.4	Specialist Health Camps	1	₹ 9,500	4	₹ 38,000	₹ 19,000	₹ 19,000
a.5	Special support for high risk cases including home visit, nutrition, investigation, transport, treatment etc.	192	₹ 1,000	1	₹1,92,000	₹ 1,92,000	₹ 1,92,000
a.6	Special training of all ASHAs on screening, tracking, management of high risk pregnancy cases and infants	70	₹ 250	2	₹ 35,000	₹ 25,000	₹ 35,000
4.0	Provide bag consisting of medicines, equipment, consumables as ASHA	70	(230	2	X 33,000	₹ 33,000	₹ 33,000
a.7	drug kit	70	₹ 1,200		₹ 84,000	₹0	₹0
a.8	Community mobilization campaign on nutrition, safe delivery, vaccination, family planning, promotion of colustrum and exclusive breastfeeding	6	₹ 5,000		₹ 30,000	₹30,000	₹ 30,000
4.0	Strengthening VHSNC (Village Health Sanitation and Nutrition	0	3,000		(30,000	(30,000	2 30,000
a.9	Committee)	12	₹ 1,500	12	₹ 2,16,000	₹ 1,08,000	₹ 72,000
	Incentive for ASHAs & ASHA Facilitators for screening and					₹ 1,80,000 ₹ 19,000 ₹ 1,92,000 ₹ 35,000 ₹ 30,000 ₹ 1,08,000 ₹ 2,88,000 ₹ 96,000 ₹ 16,86,000	
a.10	management of high risk cases	70	₹ 750	12	₹ 6,30,000	₹ 6,30,000	₹ 6,30,000
a.12	Nutrition kit for pregnant and lactating mother	192	₹ 1,500	1	₹ 2,88,000	₹ 2,88,000	₹ 2,88,000
a.13	Monthly meeting- with all program staff	80	₹ 100	12	₹ 96,000		₹ 96,000
	Sub Total - A				20,00,000		15,61,000
В	Child & Adolescent health						
b.1	Training of Teachers (Higher Secondary and Primary School) on key components of adolescent health, screening of 4Ds, and learning disability	72	₹ 350		₹ 25,200	₹0	₹0

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b.2	Organize education sessions for adolescents by Peer educators	160	₹ 100	6	₹ 96,000	₹ 48,000	₹ 32,000
	Training of Peer Educators on adolescent health specially focussed						
b.3	on substance abuse and mental health	160	₹ 100	3	₹ 48,000	₹ 32,000	₹ 16,000
b.4	Honorarium to Counsellor	8	₹ 1,000	6	₹ 48,000	₹ 48,000	₹ 48,000
b.5	Individual counselling support for adolescents already screened for mental health conditions	150	₹ 100	5	₹ 75,000	₹ 75,000	₹ 75,000
b.6	Child & Adolescent Health Camp (Age 5-19)						
b.6.1	Travel cost for medical team to conduct camps	26	₹ 2,500	2	₹ 1,30,000	₹ 65,000	₹ 65,000
b.6.2	Medicinces & supplements	26	₹ 1,000	2	₹ 52,000	₹ 26,000	₹ 26,000
b.6.3	Refreshments	26	₹ 500	2	₹ 26,000	₹ 13,000	₹ 13,000
b.6.4	IEC in schools throung wall writing, pamphlets, brochures	26	₹ 1,000	1	₹ 26,000	₹ 26,000	₹ 26,000
	Sub Total - B				₹ 5,26,200	₹ 3,33,000	₹ 3,01,000
C	Human Resource Cost						
c.1	Coordinator	1	₹ 50,000	12	₹ 6,00,000	₹ 6,30,000	₹ 6,61,500
c.2	Program Assistant	1	₹ 18,000	12	₹ 2,16,000	₹ 2,26,800	₹ 2,38,140
c.3	Doctor (1)	1	₹ 1,800	144	₹ 2,59,200	₹ 2,72,160	₹ 2,85,768
c.4	Pharmacist (1)	1	₹ 1,500	144	₹ 2,16,000	₹ 2,26,800	₹ 2,38,140
c.5	Nurse (1)	1	₹ 1,500	144	₹ 2,16,000	₹ 2,26,800	₹ 2,38,140
c.6	Supervisor	3	₹ 20,000	12	₹ 7,20,000	₹ 7,56,000	₹ 7,93,800
c.7	Travel for 3 Supervisors and 1 program assistant	4	₹ 1,000	12	₹ 48,000	₹ 48,000	₹ 48,000
c.8	Travel for Coordinator	1	₹ 2,000	12	₹ 24,000	₹ 24,000	₹ 24,000
	Sub Total - C				₹ 22,99,200	₹ 24,10,560	₹ 25,27,488
D	One Time Cost- Community Office Setup						
d.1	Revolving chairs	4	₹ 3,500	1	₹ 14,000		
d.2	Plastic chair	10	₹ 500	1	₹ 5,000		
d.3	Computer table and chair	1	₹ 10,000	1	₹ 10,000		
d.4	Office table	2	₹ 2,500	1	₹ 5,000		
d.5	Iron rack	2	₹ 4,000	1	₹ 8,000		
d.6	Mat	2	₹ 1,000	1	₹ 2,000		
d.7	Curtain	6	₹ 500	1	₹ 3,000		
d.8	Dustbin- green, red, white, black	4	₹ 500	1	₹ 2,000		
d.9	Water purifier	1	₹ 3,000	1	₹ 3,000		
d.10	Iron almirah	1	₹ 5,000	1	₹ 5,000		



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133	Sub Total - D				₹ 57,000		
E	Admin Cost						
e.1	Communications, bills, recharges, etc.	1	₹3,000	12	₹36,000	₹ 36,000	₹ 36,000
e.2	Rent for community office	1	₹ 5,000	12	₹ 60,000	₹ 66,000	₹ 72,600
e.3	Electricity, water supply charges for community office	1	₹ 1,500	12	₹ 18,000	₹ 19,800	₹ 21,780
e.4	Audit Fee	1	₹ 3,500	1	₹ 3,500	₹ 3,500	₹ 3,500
	Sub Total - E				₹ 1,17,500		₹ 1,33,880
	Grand Total				₹ 49,99,900	₹ 45,54,860	₹ 45,23,368

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