GAIL (India) Limited

Corporate Social Responsibility

Model Agreement

Sep.03, 2009
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6.3 GAIL shall reimburse funds to the SECOND PARTY to meet approved expenses related to the said PROJECT up to date of termination (the relevant date).

6.4 In the event of excess disbursement to the SECOND PARTY, GAIL shall demand and recover the same & SECOND PARTY liable to refund.

7 Force Majeure:

7.1 War, civil commotion, fire, flood, riot or any event beyond the control of the parties.

7.2 Suspension, the reasons for the suspension still remain, GAIL and the SECOND PARTY shall treat the Agreement as terminated.

8 Settlement of disputes

8.1 The matter in dispute shall be referred to the concerned Director In-charge for CSR of GAIL.

8.2 Disputes subjected to the jurisdiction of the Courts in Delhi only.

9 Evaluation:

9.1 Evaluation of the impact and cost effectiveness of the Project.

10 Conflict of Interest

10.1 Neither the SECOND PARTY, its personnel nor agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

10.2 Subject to clause 10.1 above, notify GAIL of any such conflict and take remedial measures to ensure project completion.

11 Disclosure of information, Intellectual Property Rights and Official Securities Act

11.1 Non disclosure of confidential information arising from the agreement.

II Priced Bill and Mode of Funds requisition and Disbursements(As per the break up ) (Tick applicable payment plan.)

1.1 Payment Plan A - for all programmes such as camps, vocational training, SHG, etc. and for all programmes not covered under the payment plan.

1.2 Payment plan A 1-for undertaking fresh and exclusive construction activities

1.3 Payment plan B- for outright purchase of Vehicle/Motorized vehicles :

1.4 Payment plan C for purchases of Capital items: eg. Furniture, medical equipment, Solar heater, computer, sewing machine, Tricycles etc.) /blankets.)

2 Funds requisition : Funds requisition to be made .

All Funds requisitions shall be endorsed as follows:
“Certified that the amounts mentioned in this Funds requisition Application are required wholly and necessarily for the purpose of The Project (Name of the project to be mentioned here) and the same have not been claimed before from GAIL or any other entity. It is also certified that this project has not been executed earlier ”.

3 Disbursements: The funds disbursements shall be made in Indian Rupees through e-banking of SBI or ICICI or HDFC.

III 1.1 Accounts, Records and Audit: Maintenance of all accounting records and documents of the project and facilitate the Audit.

1.2 Annual audited accounts of the project: SECOND PARTY will submit annual audited accounts of the project.

1.3 Refund of Unutilized/Unspent Funds: Any unspent amount from the Project on completion of the project shall be refunded to GAIL.

1.4 Equipment/Fixed Assets: Maintenance of inventory of fixed assets by SECOND PARTY.

1.5 CSR Project Sustainability

IV General Conditions:

1. The Scope of work, Implementation plan of the project, to be detailed and defined in Schedule I of Section I, Clause 2(2.1) of the Agreement for each programme separately.

2. The payment schedule will be different for different categories of activities/programmes/projects. Applicable payment plan to be selected from “Section II: Priced Bill and Mode of Payment, Funds requisition and Disbursements(As per the break up ) (Tick applicable payment plan,)” of the Agreement.

3. Payment Plan B - for outright purchase of Vehicle/Motorized vehicles. The vehicles registration certificate to be endorsed from RTO that the vehicles are not to be sold, transferred without the permission of GAIL.

4. Payment Plan C for purchases of Capital items: eg. Furniture, medical equipment, Solar heater, computer, sewing machine, Tricycles etc./blankets.)

5. Payment Plan A - for all programmes such as camps, vocational training, SHG, etc. and for all programmes not covered under the payment plan.

6. Payment Plan A 1-for undertaking fresh and exclusive construction activities.

7. The GAILs CSR Co-ordinating team
for each project to be mentioned.

8. The **Monthly progress** report along with fund utilization certificate & copy of Invoice wherever applicable to be submitted by the **SECOND PARTY** as defined in Section II of the Agreement prior to release of each installment. The quarterly progress report supported with photographs of the programme/project will be submitted by the **SECOND PARTY**.

9. The **FINAL Comprehensive Completion Report** of the programme/project will be submitted by the **SECOND PARTY** on completion of the programme.

10. **Beneficiary report** category wise to be submitted by the **SECOND PARTY** at the end of the program.

11. Inspection of the project by the **GAILs CSR Coordinating team**


13. Appointment of Coordinator by the **SECOND PARTY**.

14. Telephone number of the Coordinator & website address.

15. Brand image and visibility of GAIL’s contribution and inauguration.

16. Publicity in internal publication and local dailies.

17. Termination of the agreement.

18. **SECOND PARTY not to receive any dual contribution / funding** for the project as financed by GAIL.

19. No switch over/ change of approved program from one to another will be permitted.

20. **Indemnify** GAIL of all charges, claims, taxes, disputes etc. if any.

**Photography:** Expenditure on photographs & videography and other related material.

**Signatories:** In witness whereof, the parties hereto have caused this agreement to be signed.

**FORMATS**

**FCSR 1.1 SCHEDULE I**

**FCSR 1.2 Funds requisition Application**

**FCSR 1.3 Fund Utilization Certificate**

**FCSR 1.4 Monthly Report Format**
AGREEMENT

This AGREEMENT is made on the ……day of the month of ……20… between GAIL (India) Ltd registered under Company’s Act, 1956 and having its registered office at 16, Bhikaji Cama Place, New Delhi - 110066, (hereinafter referred to as GAIL OR the First Party) which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of FIRST PARTY

AND

-----------------------------NGO/Govt.Org/Company/Society/Agency etc. registered under ........, having its Principal office registered office at (Complete detailed address to be given here)........ ............., (hereinafter referred to as NGO/Govt.Org/Company/Society/Agency etc. OR the SECOND PARTY),which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of SECOND PARTY.

Whereas GAIL, under its Corporate Social Responsibility activities, has agreed for financing the below mentioned project(s) of the Second Party, an organization which has the necessary infrastructure, expertise and experience required for carrying out conducting and providing facilities for (Name of the programme )----------------------------- Objectives of the programme:----------------- (Name of the Project is to be included ) (hereinafter referred to as the Project)

This Agreement shall remain in force from ---------- to 31.03.200--- unless terminated earlier, in accordance with the provision of this Agreement or the period is extended through a mutually agreed amendment to the Agreement.
In view of the consideration above, the parties hereto agree as follows:

Section I

1. Construction of the Agreement

1.1 The Agreement shall be governed by and construed in accordance with the laws of INDIA.

2. Instructions and approvals

2.1 The PROJECT shall be implemented by the SECOND PARTY in accordance with the Project Implementation Plan and Scope of work as set out in Schedule I (Format No:FCSR1.1. Schedule I) (Schedule I shall be prepared separately for each programme which shall be part of this Agreement and the same may contain detailed project implementation plan and scope of work of each project) within the geographical area specified therein and with due diligence, efficiency and with due regard to the judicious use of funds.

2.2 No variation in the Project implementation plan as detailed in the Schedule 1, shall be allowed to the Second Party, unless otherwise agreed to in writing by GAIL in the form of an amendment.

2.3 GAIL shall not provide additional funds in respect of work done outside the scope of work and time schedule plan and takes no responsibilities whatsoever for such work.

3. General provisions

3.1 Nothing contained in this Agreement shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between GAIL and SECOND PARTY.

3.2 The SECOND PARTY shall be responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by the SECOND PARTY whether or not in the course of implementing the project and for the health, safety and security of such persons or entities and their property.

4. Amendment
4.1 In case any amendments are required to any part of the agreement, the SECOND PARTY shall agree to incorporate such amendments and implement perform the same in the field. The agreement shall be amended by written mutual consent of the parties to the agreement. The amendments shall be documented and allotted a distinctive number <Amendment No>; <Date>.

5. Termination

GAIL may terminate this agreement after giving the due notice of 30 days to the SECOND PARTY and on finding the non-compliance of the notice for improvement given by SECOND PARTY. However, such reasons for termination may be related in terms of the followings;

5.1 In the event of unsatisfactory performance of the project by SECOND PARTY, GAIL may, at its sole discretion and at any time, terminate the agreement and inform the SECOND PARTY of its decision in writing which shall be final and binding on both the parties. The Agreement shall stand terminated on the date as mentioned in the written communication. Unsatisfactory performance include :-

5.2 In the event of unsatisfactory performance of the project by the SECOND PARTY for any reason such as incomplete work done/ no progress in the work found/ work not being implemented as specified under Schedule I of this Agreement (Implementation Plan and scope of work of each project) etc. or non-performance of any obligation under this Agreement.

5.3 In the event, when the second party is found involved in any manner or form in corrupt practices or misappropriating the funds/ Assets, which belongs to, or has been marked for the Project activities and GAIL has sufficient grounds to believe so.

5.4 In the event of violation of any of the provisions specified in various clauses of this agreement and Terms of Reference that lead to a conflict which may affect the objectives of the programme, at any time of Agreement period.

6. Contractual Obligations

6.1 The SECOND PARTY shall not be entitled to payment of any amount or by way of compensation for termination of the Agreement for the causes mentioned above under clause 5.

6.2 The SECOND PARTY shall submit full accounts of the project in writing taking into account all receipts and payments and commitments incurred for the purposes of the Agreement and the termination. GAIL or its representative may carry out an audit of the Project along with the expenditure of accounts.
6.3 GAIL shall reimburse funds to the SECOND PARTY to meet approved or agreed expenses of the Programme and commitments related to the said PROJECT up to date of termination (the relevant date).

6.4 In the event of excess disbursement to the SECOND PARTY, GAIL shall demand and recover from the SECOND PARTY such excess disbursements and the SECOND PARTY would be liable to refund the excess disbursements within a period of 30 days of ascertainment of the final amount.

7. Force Majeure:

7.1 If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by the second party any event beyond the control of the parties to the Agreement, 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 Agreement. From the date of the notification, GAIL shall at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 months.

7.2 If at the expiry of the second period of suspension, the reasons for the suspension still remain, GAIL and the SECOND PARTY shall treat the Agreement as terminated.

8. Settlement of disputes

8.1 Should the Parties be unable to reach agreement on the meaning or interpretation of any of the clauses set out hereto or any other matters arising out of the Agreement the matter in dispute shall be referred to the concerned Director In-charge for CSR of GAIL whose decision in the matter will be final.

8.2 All disputes arising between the parties shall be subjected to the jurisdiction of the Courts in Delhi only and in no other courts.

9. Evaluation

9.1 GAIL shall, at its discretion, undertake or cause to be undertaken, evaluation of the impact and cost effectiveness of the Project. Such evaluation shall be carried out during the tenure of the Agreement. The SECOND PARTY shall when required give GAIL or its representative reasonable cooperation and access to its records in connection with the Agreement.

10. Conflict of Interest
10.1 Neither the SECOND PARTY, its personnel or agent shall engage in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.

10.2 Subject to clause 10.1 above, the SECOND PARTY shall notify GAIL immediately of any such conflict and suggest / take immediate remedial measures under information to GAIL to ensure that the project is completed as per the terms and conditions agreed upon.


11.1 The SECOND PARTY shall not during or after the termination of the agreement disclose to any third party any confidential information arising from the agreement (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of GAIL.
Section II

Clause 1: Priced Bill and Mode of Payment, Funds requisition and Disbursements (As per the break up) (Tick applicable payment plan.)

GAIL will pay to the SECOND PARTY on the basis of the agreed amount as follows:

1.1 Payment Plan A - for all programmes such as camps, vocational training’s, etc. for all programs not covered elsewhere under the payment plan.

(i) At the time of commencement of the Project and for the first quarter, 10% of the agreed amount shall be released as Mobilization Advance.

(ii) The subsequent amount 1ST installment of 40% shall be released by GAIL on application by the SECOND PARTY and submission of the first progress report/pre-identified modalities if any of the project subject to satisfactory completion/implementation of the Project till such time and proper utilization of the funds.

(iii) The balance amount 2nd installment/final of 40% shall be released by GAIL on completion of the project/programme upon application made by the SECOND PARTY and upon submission of the FINAL progress report along with Fund Utilization Certificate ensuring proper utilization of the funds of the project; subject to certification for satisfactory completion/implementation of the Project, till such time.

(iv) Balance 10% of the project/programme cost shall be released to the SECOND PARTY subject to completion of the project to the total satisfaction of GAIL, along with details of all beneficiaries and compliance to Section II:Clause (iii) of the Agreement.

1.2 Payment Plan A1 - for undertaking fresh and exclusive construction activities the payment to be released on progress of the construction activity phase wise ie (i) mobilization, (ii) plinth level, (iii) roof level, (iv) job completion & report submission.

(i) At the time of commencement of the Project and for the first quarter 20% of the agreed amount shall be released as Mobilization Advance, with adequate safeguards as may be defined by the GAIL Project EIC.

(ii) The subsequent amount 1ST installment of 40% shall be released by GAIL on application by the SECOND PARTY and submission of certificate indicating work/construction reaching plinth level duly certified by GAIL Officer incharge. Pre-identified modalities of further construction of the project to be submitted along with proper Fund Utilization Certificate, subject to satisfactory completion/implementation of the Project till such time.
(iii) The balance amount 2nd installment of 30% shall be released by GAIL on application by the SECOND PARTY and submission of completion certificate indicating casting of roof duly certified by GAIL Officer incharge; along with Fund Utilization Certificate, ensuring proper utilization of the funds of the project; subject to satisfactory completion/implementation of the Project till such time.

(iv) Balance 10% of the project/programme cost for all projects shall be released to the SECOND PARTY subject to completion of entire work and total satisfaction of GAIL of the project implemented as desired along with all beneficiaries details and compliance to Section II:Clause (iii).

1.3 Payment Plan B - for outright purchase of Vehicle/Motorized vehicles :

(i) At the time of commencement of the Project, advance payment in full for booking of vehicles shall be released in the name of the Agency from whom the vehicle is purchased on submission of the Performa Invoice of the vehicles by the Second Party.

(ii) As applicable, after purchase, the vehicle(s) will be hypothecated to GAIL and the SECOND PARTY will get the registration of the vehicles endorsed from RTO that the vehicles are not to be sold, transferred without the permission of GAIL and the SECOND PARTY will submit the Invoice, registration certificate of the RTO indicating hypothecation to GAIL and the Insurance certificate of the vehicle and copy of the bills duly certified.

1.4 Payment Plan C - for purchases of Capital nature of items like: (eg. Furniture, medical equipment, Solar heater, computer, sewing machine, Tricycles etc.) / materials like blankets etc.

(i) At the time of commencement of the Project and for the first quarter, 1st installment of 50% of the cost of the item or item booking advances which ever is lower, shall be released on submission of the Invoice of the items as Mobilization Advance for booking of the items.

(ii) The subsequent amount 2nd installment of 50% shall be released by GAIL on application by the SECOND PARTY on submission of the Fund Utilization Certificate and first progress report/pre-identified modalities if any; subject to completion and total satisfaction of GAIL of the project implemented as desired along with all beneficiary details and compliance to Section II:Clause (iii) of this Agreement.

2. Funds Requisition

Funds requisition for the installment amount shall be presented to GAIL by the SECOND PARTY and shall contain details of expenditure to be incurred by the SECOND PARTY during the period in accordance with the Schedule of Amount disbursements.
All Funds requisitions shall be endorsed as follows:

“Certified that the amounts mentioned in this Funds requisition Application are required wholly and necessarily for the purpose of The Project (Name of the project to be mentioned here) and the same has not been claimed before from GAIL or any other entity. It is also certified that this project has not been executed earlier ”.

The SECOND PARTY’s authorized representative shall sign all Funds requisitions. Any Funds requisitions if not presented in accordance with the above shall be liable to be rejected.

3. Disbursements

The funds disbursements shall be made in Indian Rupees.

The SECOND PARTY will submit the Bank account number/details of SBI or ICICI or HDFC for release of funds through e-banking.

Funds requisition shall be submitted by the SECOND PARTY in accordance with the specific instructions as given above.

SECOND PARTY will submit fund utilization statements along with the programme progress report, as per the specific instructions given above. Approved funds shall be disbursed by GAIL as per the Schedule of Amount disbursements, only if GAIL is satisfied with the progress of implementation of the Project as per the Project implementation plan ie. implementation review and monitoring plan.

In the event the implementation of the Project is not as per the scope of work and targets, GAIL shall reserve the right to withhold or reduce the amount installment amount applied for by the SECOND PARTY in the Funds Requisition Application or stop further disbursements of Amount installments to the SECOND PARTY. Release of the amount installments shall be made upon remedying of the unsatisfactory work and on resolution of the outstanding queries by the SECOND PARTY to the satisfaction of GAIL.

In the event that the cumulative disbursements made to the project are in excess of the expenditure actually incurred in terms of the Project Implementation Plan, GAIL shall deduct the excess amount from future installments disbursed to the SECOND PARTY.
Section III

1.1. Accounts, Records and Audit

The SECOND PARTY shall maintain all accounting records and documents in accordance with the instructions given. Non compliance with the instructions by the SECOND PARTY will be a ground for termination of the agreement.

GAIL or its representatives /auditors, on giving reasonable notice to SECOND PARTY, may visit the SECOND PARTY offices to review and audit the Accounts and records and the SECOND PARTY shall co-operate with such teams during the review, provide access to accounts and records pertaining to the Project whether on computer or in manual form, provide copies of accounts and records, provide oral or written explanations of the accounts and records as may be reasonably required by GAIL.

If GAIL finds any errors or inaccuracies in the Accounts & Records of the SECOND PARTY, the SECOND PARTY shall, within 30 days of a written demand served by GAIL, carry out suitable rectification in its Accounts & Records, and inform GAIL of the same.

Any information/document/record/details requested by GAIL would be promptly attended by SECOND PARTY and supplied within a reasonable time frame of 15 days.

1.2 Annual audited accounts of the project

SECOND PARTY will submit annual audited accounts of the project, each bearing original signatures along with an auditor’s certificate within 3 months of the closure of the financial year to GAIL 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.

The annual accounts of the project shall be signed by the Authorized person of the SECOND PARTY 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.

1.3 Refund of Unutilized/Unspent Funds

Any unspent or unutilized amount, (disbursed earlier by GAIL for the project to the Second Party), shall on completion of the project, be refunded to GAIL within 30 days of the completion of the project or termination of the Agreement, whichever is applicable.
1.4 Equipment/Fixed Assets

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

1.5 CSR Project Sustainability

In case the programme is being executed through an NGO/agency which is different from the beneficiary organisation, a written commitment may be obtained from the beneficiary organisation that they would use the utility/facility provided under the programme, for the specific purpose that it is intended for. In such cases, it should be clearly mentioned that the maintenance of the CSR Project and its rightful use for which it has been established, will be continued after the same has been handed over to them, at least for a period of two-three years. This Undertaking by the beneficiary entity should be annexed to the Agreement to be signed with the executing agency.
Section IV: General Conditions

1. The Scope of work, Implementation plan of the project, shall be detailed and defined in Schedule I of Section I, clause 2(2.1) of the Agreement for each programme separately.

2. The payment schedule will be different for different categories of activities/programmes/projects. The payments schedule for each programme/project shall be as per applicable payment plan to be selected from Section II: Priced Bill and Mode of Payment, Funds requisition and Disbursements (as per the break up) of the Agreement.

3. In case of purchase of a vehicle to be implemented under the CSR Programme, the said vehicle shall be Hypothecated to GAIL for a period of five years after the purchase and the SECOND PARTY will submit the Invoice, registration certificate of the RTO and the Insurance certificate of the vehicle duly certified. For outright purchase of Vehicle/Motorized vehicles, Payment Plan B shall be applicable. The vehicles registration certificate will be required to be endorsed from RTO to the effect that the vehicles are not to be sold, transferred without the permission of GAIL.

4. For purchase of Capital nature of items like: eg. Furniture, medical equipment, Solar heater, computer, sewing machine, Tricycles etc. materials like, blankets etc. Payment plan C shall be applicable.

5. For all programmes such as camps, vocational training’s etc. and for all programs not covered elsewhere Payment plan A shall be applicable.

6. For undertaking fresh & exclusive construction activities, Payment plan A1 shall be applicable.

7. The GAILs CSR Co-ordinating team for day to day activities and implementation of the programme and certification and release / of payments will be Ms./Mr.--------, Ms./Mr.--------, Ms./Mr.--------,. (The GAILs CSR Co-ordinating team for each prog. to be mentioned here).

8. The progress report of the programme/project will be submitted by the SECOND PARTY as defined in Section II of the Agreement prior to release of each installment ie. Monthly progress report of the programme along with fund utilization certificate and copy of Invoice wherever applicable of the programme of the installments already released. The Quarterly progress report has to be supported with photographs/video of the project.

9. The Final Comprehensive Completion Report of the programme/project will be submitted by the SECOND PARTY on completion of the programme
incorporating scope of work met, benefits achieved, financial details mentioned and recommendations made by the SECOND PARTY along with photographs, videos etc.

10. At the end of the program, to assess the impact of the program funded by GAIL, a Report clearly indicating activities undertaken and objectives attained and details of the number of beneficiaries of the Project providing their Names, age, sex, category as SC/ST/OBC/GEN/PHY be submitted to GAIL by SECOND PARTY.

11. The progress of the project and proper implementation will be inspected by the GAILs CSR Co-ordinating team in the form of visits/surprise visit.

12. SECOND PARTY will submit Income Tax Exemption certificate in Form 80 G /35 AC Certificate to GAIL prior to release of GAIL’s Contribution for the said programme. If 80G /35 AC Certificate is not applicable to any Company/Organisation Tax will be deducted at source as per applicable Income Tax Act prior to release of GAIL’s Contribution for the said programme. GAIL will however provide the Tax deduction certificate for the same.

13. SECOND PARTY shall appoint a coordinator to coordinate various activities under this programme and coordinate to arrange for periodical inspections and monitoring of the program to the third party and GAIL Officials through its coordinator, as it may identify.

14. SECOND PARTY shall provide name and telephone number of contact persons to GAIL, who would be responsible for the implementation and coordination of the program. SECOND PARTY shall also inform of their website address and email id.

15. SECOND PARTY should inform every event to GAIL Corporate Office. For ensuring proper brand image and visibility of GAIL’s contribution, all such events will be participated and inaugurated by senior management persons of GAIL. SECOND PARTY shall display banners in the Schools/Project sites highlighting GAIL’s contribution along with GAIL’s name and logo with details of contribution.

16. Wherever possible, the SECOND PARTY may consider to give wide publicity to the assistance provided by GAIL under GAIL’s Corporate Social Responsibility programme not only in their own internal publications, news letters, but also in local dailies / any other mass communication channel etc. without any liability/ cost overheads to GAIL(India)Ltd. on this account.

17. GAIL reserves the right to terminate the agreement by giving 07 days notice to the SECOND PARTY without assigning any reasons therefore, if the progress is found unsatisfactory.
18. **SECOND PARTY** hereby undertakes through signing of this Agreement that it has not received and will not receive any contribution / funding in cash towards the project from any other party during the **relevant period of the project**.

19. No switch over/ change of approved program from one to another will be permitted.

20. **SECOND PARTY** shall indemnify **GAIL** of all charges, claims, taxes, disputes etc. if any.

During the implementation of any activity, the expenditure on photographs and video-graphy and other related material should be borne by the **SECOND PARTY** and no extra payment on this account shall be made by **GAIL**.

In witness whereof, the parties hereto have caused this agreement to be signed in their respective names.

<table>
<thead>
<tr>
<th>For and on behalf of <strong>GAIL</strong></th>
<th>For and on behalf of <strong>The SECOND PARTY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Position/ Designation</td>
<td>Position/ Designation</td>
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<td>Signature</td>
<td>Signature</td>
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<tr>
<td>Date</td>
<td>Date</td>
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<tr>
<td>Witness:</td>
<td>Witness:</td>
</tr>
</tbody>
</table>
Corporate Social Responsibility Agreement

GAIL\CSR\FY09-10\Name of Work Center\Name of Party\Date of Agreement\SI No.
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

FCSR 1.1 Schedule I

Schedule I (Schedule I shall be prepared separately which shall be part of this Agreement and the same may contain detailed project implementation plan and scope of work of each project)

Name of the Thrust Area (To be mentioned here eg. Environment Protection):

I. Programme Name: -------------------------------------- for 2009-10.
II. Total Amount Allocated: Rs. ----lacs (Rupees ---- lacs).
III. Objectives of the Project: -------------------------------

Implementation Schedule:-GAIL Project
2009-10

IV. Components of Project:

V. Areas of Operation & Implementation of the CSR Project:
   a) ------------------ (Name of the village/place to be incorporated here).

VI. Scope of Work will be as follows (To be detailed here):
   a. The names of the villages/Place in WORK CENTER (to be mentioned here) for implementation/installation of CSR Project.
   b. NGO/Govt.Org/Company/Society/Agency etc. will install the project and will coordinate at GAIL WORK CENTER.

VII. Time Frame: July 2009 – March 2010. (---- months)

Details of the CSR Project Implementation phase wise with time lines to be mentioned here.

<table>
<thead>
<tr>
<th>Name of the Project</th>
<th>Details of work to be undertaken</th>
<th>From (Month)</th>
<th>To (Month)</th>
<th>Amount requested for.</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

VIII. Payment Plan/ Schedule (To incorporate the appropriate Payment Plan from Section II as applicable to the project):
   a. Mobilization advance will be released as per payment plan.
   b. Ist Installment and IInd Payment to the second Party will be released on submission of the first progress report of implementation of the project and fund utilization certificate.
   c. Last Installment will be released on completion of the CSR Project and total satisfaction of GAIL of the project implemented as desired along with all beneficiaries details and compliance to submission of the FINAL progress report ALONG with FUND Utilization certificate of the project.
IX. **Name of the Project Coordinator & Project Officer of the SECOND PARTY:**
   (i) Ms/Sh.------------, Tel No:----------
   (ii) Ms/Sh.------------, Tel No:----------

X. **Name of the Project Coordinator of the FIRST PARTY:**
   (i) Ms/Sh.------------, Tel No:----------
   (ii) Ms/Sh.------------, Tel No:----------
   (iii) Ms/Sh.------------, Tel No:----------

XI. **General Compliances:**
   a. Photography of the work execution at site to be developed by the party and the same to be forwarded in soft format to GAIL project coordinator/in-charge.
   b. Imparting training to the villagers to maintain the CSR Project.
To:
Sh/Ms……………..(The project Incharge)
M/s GAIL(India)Ltd.

Dear Sir,

Enclosed is the Fund Utilization details of expenditure and copy of Invoice wherever applicable incurred by the SECOND PARTY during the period of the 1st/2nd/3rd/4th (tick one applicable here) installment received towards utilization of funds as submitted. The 1st/2nd/3rd/4th (tick one applicable here) progress report along with pre identified modalities of the project to be undertaken is hereby enclosed or is mentioned herein. It is hereby certified that the progress of the present project as undertaken is satisfactory.

It is requested that the 1st/2nd/3rd/4th (tick one applicable here) installment may be released to the SECOND PARTY for meeting the further expenses towards completion of the project.

“Certified that the amounts mentioned in this Funds requisition Application are required wholly and necessarily for the purpose of The Project (Name of the project to be mentioned here) and the same has not been claimed before from GAIL or any other entity. It is also certified that this project has not been executed earlier “.

Thanking you,

NGOs/Govts.Org/Companys/Society/Agency etc.

Signature:
Name:
Designation:
(Authorized person shall sign all Funds requisitions)
To:
Sh/Ms……………..(The project In-charge)
M/s GAIL(India)Ltd.
-------------------------------------,
-------------------------------------.

Dear Sir,

The Fund Utilization Certificate showing the details of expenses/expenditure incurred under each head (as indicated in the Agreement) by the SECOND PARTY during the period (From)---- (To)---- of the 1st/2nd/3rd/4th (tick one applicable here) installment received towards utilization of funds is given as below:

The 1st/2nd/3rd/4th (tick one applicable here) progress report along with pre identified modalities of the project to be undertaken is hereby enclosed in the Funds requisition Application dtd:--------.

Submitted towards compliance of the project ------------------ (Name of the project to be written here).

Thanking you,

NGOs/Govts.Org/Companies /Society/Agency etc. .

Signature:
Name:
Designation:
(Authorized person shall sign all Funds requisitions)
FCSR 1.4 MONTHLY PROGRESS REPORT

Dated:…………..

To :
Sh/Ms.……………..(The project In-charge)
M/s GAIL(India)Ltd.

Dear Sir,

The Monthly progress report showing the details of expenses/expenditure incurred under each head (as indicated in the Agreement) by the SECOND PARTY during the period (From)---- (To)---- of the 1st/2nd/3rd/4th (tick one applicable here) installment received towards utilization of funds and thereby the progress of the Project is given as below:

Name of the Programme :-------------------(Name of the project to be written here).

<table>
<thead>
<tr>
<th>S/L</th>
<th>Targets for the relevant period.</th>
<th>Activities undertaken by the SECOND PARTY during the relevant period.</th>
<th>Deviation from the targets, if any and reasons for the same.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Target(s) met in the relevant period as mentioned in the Implementation plan / Schedule I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Payment released by GAIL during the relevant period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Actual Expenditure Incurred during the relevant period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Plan of expenditure for the next quarter 1st/2nd/3rd/4th (tick appropriate quarter as applicable).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Milestone identified for the next implementation phase (to indicate dates here).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>No of Beneficiaries Details of the project at this stage.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Any other remarks.</td>
<td></td>
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</tr>
</tbody>
</table>

Certificated that the Funds released by GAIL for the relevant period as mentioned above has been gainfully utilized towards implementation of the above project. The Invoice towards Fund Utilization of this project is hereby enclosed.

Project report submitted towards compliance of the project.
Thanking you,

NGOs/Govts.Org/Companies/Society/Agency etc.

Signature:  
Name:  
Designation:  
(Authorized representative shall sign all Monthly Reports)