

Grant Agreement

Mahila Abhivruddhi Society (APMAS),
Plot No.11 &12, HIG, HUDA Colony,
Taneshanagar, Near Dream Valley,
Manikonda, Hyderabad-500 089.

India

Hereinafter referred to as “the Project Partner represented by A Kalamani, Executive Director, which will include its successors, assignees and legal representatives thereof on one part

And

Aurobindo Pharma Ltd
Water Mark Building,
Plot No.11, Survey No.9,
Kondapur, Hitech City,
Hyderabad-500 084
Telangana, India.

Hereinafter referred to as “the Financing Partner represented by P. Sarath Chandra Reddy Director, which term will include its successors, assignees and legal representatives thereof on the other part

Herewith enter into the following agreement for the Project

“Mission Peyyalapalem Village in PSR Nellore District of Andhra Pradesh

Background:-

APMAS has conducted an in depth study of Peyyalapalem Village during the months of January 2016 under an agreement with Aurobindo Pharma Ltd and submitted a detailed report on the socio –economic and political economy of the village, accessibility and quality of welfare and development programmes, development gaps, needs and the potential, the role of religious and other institutions in the development of the village, the support that is to be provided by the Financing Partner for the development of the village. The project partner has also provided inputs and provided strategic planning and interventions for holistic and community-driven and sustainable development of the village over a period of two years.

It is in this context Aurobindo Pharma Ltd has agreed to provide Grant to MAS to develop and implement a coherent multi-year programme towards achieving a participatory and holistic development of the village with impetus for improved quality of life of the poorer segments of its inhabitants.

Amount and the period of Grant

The Grant support is made available for a period of two years from 1st April, 2016 to 31st March 2018 The Grant amount is to be exclusively used for the project” Development of Peyyalapalem village in Nellore District of Andhra Pradesh .” In case delays are foreseen for reasons beyond the control of the project partner, MAS should communicate to the

financing partner of the same and seek extension of such time as deemed fit agreed to by both parties in writing.

The schedule of estimated budget is annexed hereto (Annex 1) forms an integral part of the agreement.

The total project cost for the two year period is Rs, 1,43,80,300 (Rupees One crore forty three lakhs eighty thousand and three hundred only). The Financing Partner will contribute 75% of the cost which is Rs. 1,07,94,980 (Rupees One crore seven lakhs ninety four thousand and nine hundred eighty only) over a two year period. APMAS will mobilize the remaining 25% which is Rs. 35,85,320/- (Rupees thirty five lakhs eighty five thousand three hundred and twenty only) from the Government and government agencies.

Terms of release:-

25% of the amount will be released by the financing partner on signing of the agreement. The second installment of 25% will be released after the completion of the six months and on submission of expenditure report and progress reports. The third installment of 25% will be released on achieving the deliverables after the completion of one year and on submission of the expenses report and review of the progress by the financing partner. The final installment will be released on submission of the final report and satisfactory achievement of the deliverables as agreed by the parties.

The Project partner should use the Grant only for reasonable and related expenditures in accordance with accepted sound accounting principles.

The Project Partner shall keep a separate project record exclusively for the Grant disbursed by the Funding Partner. The expenses accounted should be suitably identified and properly supported by bills and documents. Similarly all the Receipts from the Funding Partner should also be identified and accounted and proper acknowledgement is submitted. The project Partner should make optimum use of funds.

The Project Partner should adhere to all the statutory provisions as applicable as per the Indian Law and should not contravene any of the provisions anytime.

The Project Partner will be entitled to spend up to 20% more than the amounts of the budget lines as mentioned in Annex 1 and the same should be communicated to financing partner along with the reports. In case, the Project partner feels that the limit of 20% will exceed, prior written approval may be obtained from the Financing Partner.

Intellectual and Proprietary Rights:-

The title and the property rights of all materials developed, reports produced, all work results including computer programs, resulting from the project and financed by the finance partner vest with the Financing Partner and no part of it shall be reproduced or used unless authorized by the Finance Partner in writing.

Audit/Inspection:-

The Finance Partner can at any time during the course of the project inspect and conduct an audit of the accounts of the Project Partner and the accounts as requested may be produced to the auditors. The vouchers and accounts of the project should be kept in safe custody for a period of three years after completion of the project.

Brief Profile of Aurobindo Pharma Ltd

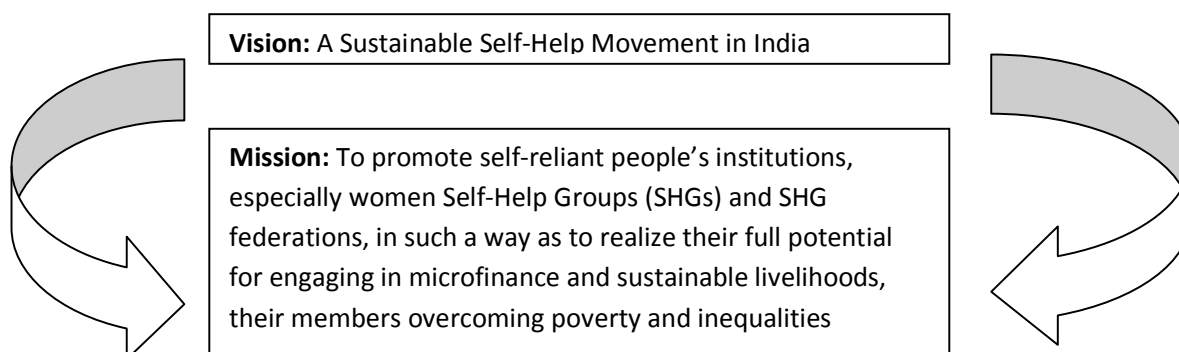
Aurobindo is one of the top API manufacturing companies in the world and also one the very few pharmaceutical companies that are typically integrated with a presence in the API and formulations segments. The vision of the company is 'To become Asia's leading generic Pharma Company and one among the top 15 in the world, by 2015', and its mission is 'to become the most valued Pharma partner to the World Pharma fraternity by continuously researching, developing and manufacturing a wide range of pharmaceutical products that comply with the highest regulatory standards.

Aurobindo Pharma, since its inception has been taken up many social service activities under Corporate Social Responsibility (CSR). Social and community activities include holds regular medical camps, providing subsidized transportation to the local people and provide vocational training to women and children. Aurobindo was also done actively involved in disaster relief activities, promoting education, promoting health care, promotion of road safety, safe drinking water activity, promotion of health and sanitation, environmental sustainability etc. Aurobindo is currently implementing promoting education, eradicating hunger, poverty and malnutrition and other activities in Telangna and AP states. Many times it has collaborated with the local non-governmental organizations or agencies while implementing the activities.

Brief Profile of APMAS:-

APMAS was registered under AP Societies Act (No.3800 dated 14.06.2001) and FCRA (No.010230543 dated 28.10.2002). APMAS was established with the objective of enhancing the quality and sustainability of the SHG movement and community based inclusive interventions. It began its activities in Andhra Pradesh on 1 July 2001 and subsequently expanded to Bihar, Uttar Pradesh, Madhya Pradesh & Orissa through direct interventions and to eight more states (Rajasthan, Gujarat, Maharashtra, Karnataka, Chhattisgarh, North-East (Assam & Manipur), Jharkhand & West Bengal) through networking and alliances. APMAS has also made its impact felt in international arena too, by providing its services in Bangladesh, Canada, Ethiopia, Germany, Thailand and Vietnam.

The **vision, mission, values and major thrust areas of APMAS** are given below:



Values

- ❖ Self-reliance
- ❖ Concern for quality
- ❖ Continuous learning
- ❖ Transparency and accountability
- ❖ Gender equality and social inclusion
- ❖ Promotion of participation and democracy

Thrust Areas /Approaches

1. Capacitate self-help and livelihoods promoting institutions both in rural and urban areas
2. Promote natural resource management and sustainable livelihoods resulting in desirable climate change practices and food security
3. Reach out to unreached and underserved areas for addressing poverty and inequalities
4. Enhance partnerships, collaborations and alliances for linking, learning, up-scaling and advocating
5. Enhance research and advocacy for influencing policy decisions in favour of people's institutions engaged in microfinance and livelihoods

Guiding Principles of the Project:

The outcome of the study conducted by APMAS has identified about 32 needs which require interventions and support. The needs identified are further analyzed and prioritised. The main areas to be focussed are the CC roads, drinking water, followed by education, health, hygiene and sanitation, street lighting and cleaner roads.

APMAS would be assigned the responsibility of developing Peyyalapalem Village of PSR Nellore district as a model village following participatory development process by involving all sections of the society and leveraging financial and non-financial resources from various Government schemes & programs over the next five to ten years. APMAS will register on the Smart Andhra Pradesh website as a General Partner for the village development. APMAS will sign a MoU with Government of Andhra Pradesh (under Smart Village – Smart Ward towards Smart Andhra Pradesh) to implement the project in Peyyalapalem village.

The following strategies will be adopted by APMAS to facilitate the process in the village:

i) Developing village development plan:

APMAS will initiate rapport building in Peyyalapalem village. After one year APMAS will develop plan with community to implement interventions priorities by the community as a part of Smart Village interventions. Based on the situation and experience a more detailed proposal along with budget can be submitted after one year of project implementation.

ii) Partnerships

APMAS will play a facilitator role in implementing the programs in the village based on the needs identified during the assessment. In the process, suitable partner from government departments, NGOs and other technical support organizations will be identified and facilitate partnerships and linkages.

iii) Developing social capital

Identification of volunteers among the youth and train them on various aspects of Health and Sanitation. Regular interactions and orientation to SMART committees on their role in village development will be the focus of the following interventions.

- a) Course corrections based on the feedback and monitoring
- b) Implementation of planned activities
- c) Training and capacity building to primary stakeholders
- d) Fund Mobilization from the Government to address the development gaps and maximize the impact.
- e) Strategic support from MAS Core team and Management
- f) Placement of field team –
- g) Functions as a Facilitating Agency
- h) Village Development Committee (VDC) under the umbrella of Gram Panchayat as monitoring agency
- i) Gram Panchayat and Gram Sabha for overall participatory planning & village development plan
- j) Strengthen SHGs, VOs, Youth Clubs as Social capital to spearhead intervention strategies

Deliverables

- 90 candidates will have earnings through self employment or placement
- SMART Committees are effectively taking up village development activities
- RO plan is serving safe drinking water for the village
- 100% village households use Institutional deliveries (hospitals/PHCs)
- At least 30 women accessed post natal support in the village
- Village will become 100% Open Defecation Free
- Improved health and nutrition of all pregnant women and children through anganwadi centers
- 100% enrolment of children in school
- Environment protection system are adopted by village
- Social capital will be available for the village on health, sanitation and education
- Improved quality delivery of services by school, health center and anganwadi centers
- Village adopted hygiene practices
- Extend of road, drains laid and street lighting

The budget as given in Annex 1 forms an integral part of the agreement.

Modification/Alteration

Any modification or alteration to any of the clauses will be through mutual discussion and agreed in writing and will be binding on the parties.

The agreement may be withdrawn by either of the parties by sending 30 (Thirty days) notice in writing clearly stating the reasons for withdrawal. In case of withdrawal, the unspent Grant

amount be returned after adjusting for the expenses incurred or as expressly agreed up on by the parties.

Usage of Grant Funds:-

The grant funds should be exclusively used for the purpose herein agreed to. The Grant funds will be made by wire transfer to the account of the project partner and separate accounts should be maintained for the receipt and expenses for the project in the books.

Mahila Abhivruddhi Society, Andhra Pradesh

Axis Bank Ltd

Account No. 068010100556088

Branch: - Secunderabad

IFS Code: - UTIB0000068

Signed on this day of.....

P. Sarath Chandra Reddy
Director
Aurobindo Pharma Ltd
Water Mark Building,
Plot No.11, Survey No.9,
Kondapur, Hitech City,
Hyderabad-500 084
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