

Memorandum of Understanding

Between

Nisarg Foundation Inc. , California, USA

And

Deccan Education Society, Pune, India

And

The Climate Project Foundation, New Delhi, India

This Memorandum of Understanding (MOU) sets for the terms and understanding between the three organizations, The Climate Project Foundation (TCPF), Nisarg Foundation Inc. (NF) and Deccan Education Society, Pune (DES), to undertake Project Climate Education and Green Campuses for Safer Planet (Educational and training programs for sustainability and conservation of planetary resources and climate change). To work towards developing programs and projects for mitigations, adaptation & resiliencies together, and with collaborations and partnerships of various agencies all over the country.

The Authority Organization

The Climate Project Foundation and Deccan Education Society

Background

The Climate Project Foundation is a not-for-profit organization working in the field of climate change education and advocacy. TCPF continues to expand its work on climate change presentations as well as focusing on the agenda for developing new content on India specific solutions to climate change. TCPF is working together with schools and colleges to take climate change and environmental sustainability message to teachers, children, and parents, and also inspiring conventional schools to turn into green schools under its Green School Program. TCPF is also working towards helping the government in implementing its renewable energy policy by promoting renewable energy with a special focus on solar energy.

Nisarg Foundation Inc. is based out in California; Nisarg is a non-profit 501 (c) 3 organization, Inc. and having its registered office at 9260 Alcosta Blvd, Ste C26, San Ramon, CA-94583, U.S.A., focusing on energizing teams motivated to do impactful work and create examples for others to follow while reducing human impact on other species we share the planet with. The Nisarg Foundation supports communities to grow and innovate in a way that protects the future and demonstrates our ability to work well with the most vulnerable populations, including every section of society. The Foundation supports, communicate, and mobilize people to bring change in society, providing the funds, campaigns, and resources to push for aggressive climate action and high-level policies that accelerate sustainable development goals including measures to address redress disproportionately affected by deforestation and plantation expansion.

Deccan Education Society, established in 1884, is a non-profit organization working with the idea of providing education to rouse the intellect, drooping will and slumbering conscience of the fallen Countrymen during British Raj. Currently the society is working to strive the following objectives:

- To generate leadership for industrial regeneration of a self- governing nation.
- To facilitate and cheapen education by starting, affiliating or incorporating at different places, as circumstances permit, schools and colleges under private management or by any other ways best



adapted to the wants of the people. In a world struggling with scarcity, and inequality, the society believes that transformational education is the key to environmental conservation and a better future and a greener planet.

Purpose & Activities Planned

The partnership between NF, TCPF and DES is of utmost importance because this partnership will help accelerate the awareness and action on the environment, resource conservation and climate change issues in the organizations under the society like schools, colleges, and surrounding community. The impacts of this association will be felt in the state of Maharashtra and nationally. The Climate Project Foundation is already conducting Teachers Training Program on climate change in the schools all over the country and approaching schools for the Green Campus Program. With financial support and inputs from Nisarg Foundation Inc., it will be possible to implement the transformative green campus program and teachers training in the schools and colleges run by Deccan Education Society.

- The purpose of this partnership is to generate awareness about environmental issues like clean energy, waste management, conservation of water, tree planting and education on climate change science, solutions, and impacts. The work will be carried out amongst the educators, schools, colleges, and other stakeholders including – staff of the Deccan Education Society.
- Building long term capacity of the institutions by training teachers/educators in implementing Green Campus Program to subsequently help them in spreading awareness and creating positive change about the issues in other schools, colleges, and community.
- To implement a physical transformative process to build a sustainable campus, by implementing renewable energy solutions through solar panels, rainwater harvesting implementation, waste segregation and composting on campus, development of green spaces and improving air quality and Health of students.
- To develop teaching content on the environment and make it readily available digitally to the society schools, colleges, and other stakeholders for implementation.
- To undertake seminars, workshops, conclaves, training, meetings, campaigns and conferences in collaborations and partnerships with government and non-government agencies on the issues of concern.
- To jointly undertake any other activities and share programs and resources that will address the sustainability education, climate change and other environmental issues for the betterment of the Country.

Programs to be implemented

The two programs of TCPF, Teachers Training on Climate Change & Sustainability Development Goal (SDG) and Green Campus Program will be jointly implemented by NF, TCPF and DES. A separate detailed action plan will be prepared by TCPF with the help of DES and inputs from NF after the signing of the MOU and on the availability of the resources.

Time Frame

The Green Campus Program and Teachers Training Program will be implemented within a time frame of one year. If due to unexpected events like Pandemic, Natural disaster or any unforeseen event, the timeline will be extended by a year. Beyond this, all the three parties of this MOU will Have to give their consent for further extension.



Participating Institutions

Activity Year 01 (2022-23)

Transforming to Green Campuses and Climate Education and Training

Name Address

**1. Brihan Maharashtra College of Commerce
845, Shivajinagar, Pune 411004, Maharashtra, INDIA.**

2. Dravid High School Songirwadi Tal - Wai, Dist - Satara, 412803

3. Ahilyadevi High School for Girls Holkar wada, Shaniwar Peth, Pune, 411030

Coordination & Reporting

The top-level coordination team will have the following members:

1. Mr. Chirag Kathrani (Founder Trustee, Nisarg Foundation)
2. Mr. Vikrant Shrivastava (CEO, Co- Founder, Nisarg Foundation)
3. Ms. Seema Purohit (Member, Deccan Education Society)
4. Mr. Aditya Pundir (Director, the Climate Project Foundation)

The above members will be responsible for the smooth implementation of the programs, they may delegate their powers and responsibilities to another individual, but it must be communicated in advance to the other members of the team.

Funding

The process of collecting funds for the project will be done by NF and TCRP as DES have made it clear that they will not be raising funds directly for the project. The funds would be required for implementing:

1. The Teachers Training Program
2. The Green Campus Program

NF will be contributing USD 20,000 towards the Project. TCRP will contribute towards providing funds for developing content for the Teachers Training Program and the Green Campus Program. The cost of travel and accommodation in the field will be borne by it for the first year.

The cost of online servers and training modules for the program will also be borne by the TCRP for the first year. TCRP will also look for donors under CSR to help in funding the above projects.

DES will fund the following activities: DES will bear the expenses of its teachers travel and stay (if Required) for training and will provide venues, wherever possible free of cost for training of its students, teachers, and staff. The expenses towards providing food and refreshments or paying for any commercial training facility can be charged to the project funds collected. DES will make available its facilities at no charge to the project for purposes of facilitating Green Campuses, Storage of raw Material, classrooms, and conference rooms. DES will also not bill the project for any staff time or existing utilities.



TERMS AND CONDITIONS FOR GRANT

The grant is given to the representative for the sole purpose of supporting the respective Organization and not as a personal grant. The Key Person to carry out all the mentioned Tasks as per the project proposal under the guidance of (project coordinator) of (climate reality) and contact person name (Deccan education)

The grant shall be used for the sole purpose of the project that was proposed to the Nisarg Foundation in May 2022 under their flagship Program “Road to Sustainability”.

This Grant Agreement contains the terms on which grant funding is being provided to the Authority organization and for the project implementation through the objective reached by the Climate reality on each phase.

In this Grant Agreement:

- a) The grant is given to the authorized organization Deccan Education Society (DES) to support the respective project Presented by the climate reality and not as a personal grant.
- b) The grant shall be used for the sole purpose of the project that was presented by the project coordinator in the proposal that was sent to the Nisarg Foundation in May 2022 under their flagship program “Road to Sustainability”
- c) The project ‘green campus program’ will be implemented as mentioned duration in the proposal, the Deccan education society has lead responsibility for managing the project through the climate reality, and the amount of funding that is being provided under this Grant Agreement.
- d) Monitoring and Evaluation means an assessment of the Project by the Authority or one or more persons appointed by the Authority organization or the grantor Nisarg Foundation. The Evaluation will assess the Project based on value for money, impact, and delivery of outputs. Evidence will be collected through a review of supportive paper documents and stakeholders.
- e) “Evaluation Visit” means a visit of up to 1 day in a month made by one or more persons appointed or nominated by the Authority organization or the grantor Nisarg Foundation to where the Project is being delivered and with stakeholders involved in the Project.
- f) “Project Implementation” means all the activities which the climate reality undertakes to deliver the Project which is being funded under this Grant Agreement.
- g) The climate reality acknowledges that the Authority agrees to provide total funding only for the amount, period and purposes set out in the proposal that was sent.
- h) The Authority organization agrees to provide full grant funding for Eligible Expenditure incurred by the project coordinator to implement the project entitled Green campus program.
- i) The climate reality accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement, quarterly status reports, the statement of expenses along with supportive documents and undertakes to use such funding only to carry out the Project following the Project outputs and activities said in the proposal that was sent.



j)The climate reality agrees and accepts that it will not apply for duplicate funding in respect of any part of the Funded Activities, or any related administration costs that the Authority is funding in full under this Grant Agreement, and it may be prosecuted for fraud should it dishonestly and intentionally make such an application.

The grant consists of TWENTY THOUSAND USD (FIFTEEN LAKH INDIAN RUPEES APPROX) AND ZERO-CENTS.

The Grant will be delivered to the authority organization for project implementation in the following installments;

First installment: 7000 USD (₹ 5, 25,000 Approx.)

Second installment: 7000 USD (₹ 5, 25,000 Approx.)

Third Installment: 6000 USD (₹ 4, 50,000 Approx.)

Total: 20000 USD (₹ 15, 00,000 Approx.)

All the three organizations will have a right to quit the project if they find it difficult to continue due to any circumstances which are out of their control or in a situation where they do not have the resources to continue. If the project is not continuing as per the expectations of the partners, then they will have a right to give a notice of three months before quitting the project.

INDEMNITY:

This is a non-commercial association for the good of the environment and community. All the three partners are investing their resources for bringing about a positive change and are not looking for profits.

All three partners shall indemnify each other from and against all third- party claims & liabilities arising from any breach by respective parties of any terms and conditions of this MOU.

INTELLECTUAL PROPERTY RIGHTS

Parties acknowledge that all right, title and interest, including all Intellectual Property Rights, in the intellectual property work developed or created by TCPF for the Teachers Training and Green Campus Program shall be the exclusive property of TCPF for India and worldwide and in perpetuity.

GOVERNING LAW AND JURISDICTION:

Nisarg Foundation Inc. is based out in California; Nisarg is a non-profit 501 (c) 3 organization, with address 9260 Alcosta Blvd, Ste C26, San Ramon, CA- 94583, USA

Deccan Education Society, A Body Registered Under the Bombay Public Trust Act, 1950, and Societies Registration Act, 1960 having its office at Ferguson College, Ferguson College Road, Shivajinagar, Pune - 411004

The Climate Project Foundation is registered under The Bombay Public Trusts Act, 1950 Act and is situated at registered office, C/o M.B. Agrawal & Co. 204, Mhatre Pen Bldg., Senapati Bapat Marg. Dadar (W)Mumbai 400028.

This MOU shall be governed and construed in accordance with the laws of India. In the event of any dispute arising between the contracting parties, the parties shall attempt to resolve such dispute through arbitration, and the seat of arbitration shall be Mumbai, Maharashtra, and such dispute Resolution shall be governed by the Arbitration and Conciliation Act, 1996.

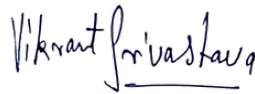
Further, any dispute in relation to this MOU shall be subject to the exclusive Jurisdiction of the courts in Mumbai, Maharashtra.

Duration

This MOU is initially for One year only and may be extended/modified by mutual consent of all three partners for a period of 4 more years, after the period of five year, the same shall be deemed to be terminated without notice if not renewed.

This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified by the partners by mutual consent. EXECUTED for the Parties by the persons below, each duly Authorized and **Dated 3rd August 2022**

For Nisarg Foundation



Name: Mr. Chirag Kathrani
Designation: Founder
Email: chirag@nisargteam.org

Mr. Vikrant Srivastava
Co-Founder
vikrant@nisargteam.org

For Deccan Education Society



Dr. Seema Purohit
Principal
Email: seema.purohit@despune.org

For The Climate Project foundation



Mr. Aditya Pundir
Director
Email: apundir@climatereality.com