

Memorandum of Understanding (MoU)

Introduction

This Memorandum of Understanding formalizes the way of working jointly agreed between **Dhwani Foundation**, a Registered Trust having its operational office at #614, 11th cross, 2nd Main, 3rd Phase, JP Nagar, Bengaluru, Karnataka - 560078

and

ASIAN MINORITY ACTION NETWORK, Ichrasole, BAHARAGORA, East Singhbhum 832101, Jharkhand

Purpose of MOU

The purpose of this Memorandum of Understanding (MoU) is to establish a structured collaboration between Dhwani Foundation and **ASIAN MINORITY ACTION NETWORK** under the Saksham Program. This MoU outlines the roles, responsibilities, and commitments of both parties to strengthen the institutional capacity of the NGO, enabling it to serve marginalized communities more effectively.

The MOU provides a clear framework for training and operational development, ensuring transparency, accountability, and sustainability in the partnership. Dhwani Foundation's Saksham program builds the capacities of the NGO's Leader primarily; along with a second person who may be the accountant or a board member, or a fundraising or program person as may be suitably appointed by the Leader, for enhancing their visibility, transparency, and credibility among all stakeholders.

This document is not a legal agreement but serves as a framework to foster a cooperative and supportive relationship.

Key Stakeholders

ASIAN MINORITY ACTION NETWORK, Ms. Zahida Parween, Designation: Secretary

Dhwani Foundation: Mr. KN. Gopinath, Executive Director

1. Principles of the Engagement

The MOU recognizes the contributions of both the parties. The engagement focuses on fostering open, transparent, and respectful communication between both the parties. It emphasizes collaboration, mutual trust, and active participation to achieve common goals. These principles ensure that each stakeholder's perspectives are valued and that decisions are made inclusively

and responsibly. By adhering to these principles, both organizations can build a stronger and more effective partnership to create a positive impact.

ASIAN MINORITY ACTION NETWORK has agreed to partner with Dhvani Foundation and join the Saksham program. This agreement spans **13 months, from December 2025 to December 2026**, concluding with the graduation ceremony.

2. Agreed Roles and responsibilities of ASIAN MINORITY ACTION NETWORK and Dhvani Foundation

ASIAN MINORITY ACTION NETWORK herewith agree to execute following roles and responsibilities.

2.1. Organization Head

- The Head of the NGO will attend training scheduled phase-wise — approximately **30 days over 12 months** as per the Training Plan, in cohort or cluster-based formats, conducted residentially or online.
- Dhvani Foundation will bear all training-related costs **except** the Head's travel costs, which will be borne by the NGO.

2.2. Governance Module Participation

- 3 nominated office bearers from the board (Eg: President, Secretary, Treasurer) will attend training for the Governance Module — approximately **3 days over 12 months**, residential.
- Dhvani will bear all related costs at the training venue.
- The NGO will facilitate **at least two board-level interactions** (either all members or a quorum of the board) with Dhvani Foundation within the 12-month period.

2.3. Coordinator/Support Staff

- A nominated Coordinator/Support Staff will attend the same set of trainings as the Leader — approximately **30 days over 12 months**, residential or online.
- Dhvani will bear all related costs at the training venue.

2.4. Program Planning & MIS Training

- A Program Person will attend program planning & MIS-related trainings alongside the Leader — approximately **4 days over 12 months**.
- If the Coordinator is well-versed in program planning, they may attend in place of the Program Person.
- Dhvani will bear all related costs at the training venue.

2.5. Fundraising Support Training

- A nominated Fundraising Support Person will attend all fundraising-related trainings alongside the Leader — approximately **12 days over 12 months**.

- Dhwani will bear all related costs at the training venue.

(Note: Refer Annexure 2)

- 2.6. Organisation Head to commit a minimum of 20% time for Organisation Development – Mainly on networking, strategic directions, brand building, and fundraising.
 - 2.7. Organisation Head to support and manage the Co-ordinator/Support staff, Program Co-ordinator effectively to ensure all agreed tasks are completed and to provide periodic reports to Dhwani and ensure the team to attend all training/workshops/meetings that are scheduled from Dhwani Foundation
 - 2.8. Ensure to make important organisational decisions when required that would help organisations to grow more professional and robust in order to ensure institutional capacity built in within the NGO for longer sustainability and growth as per the Saksham Program intervention.
 - 2.9. Ensure all quarterly set agreed goals are successfully completed as per the planned schedules of Saksham which will be shared time to time by Dhwani Foundation.
 - 2.10. Other than training program, be available during field visits by DF team members and attend any other cluster and group level meetings that are scheduled time to time from Dhwani Foundation.
 - 2.11. Support and co-operate with nominated Dhwani Foundation team member to ensure all the follow ups and support systems are utilised to maximum extent.
 - 2.12. Adhere to all other principles of Dhwani Foundation that are related to this partnership, such as POSH and CPP policies of Dhwani Foundation.
 - 2.13. All training will be held either in Ranchi or in other districts in Jharkhand with suitable facilities and proper travel access. This would mean all NGO partners will need to travel to the training location to attend all residential trainings scheduled in a phase-wise manner.
 - 2.14. Neither Party shall be liable to the other for any damages, including consequential damages arising out of any situations caused by any conflicts in the region.
- 3. Dhwani Foundation herewith agrees to execute following roles and responsibilities.**
- 3.1. Manage overall 13 months programme process and delivery mechanism to ensure maximum support is provided to partner organisation in their institutional capacity building.

3.2. Organise and facilitate overall training, field follow ups and all other support system that are needed to facilitate the learning process for both Leadership and NGO staff.

3.3. Provide implementation support in the field through periodical intervention by field visits and working with NGO Leader, Board member, support staff, program co-ordinator to guide and assist to move in the expected direction of the programme.

4. Publicity and Partner Relations:

Dhwani foundation is entitled to use partner name, logo and other details with limit for all DF communications in order to increase visibility of the partner. However, in case if partners wish to use DF name and/or logo will be cleared in writing, in advance of publication between the two parties' contact representatives.

If either party wishes to achieve coverage for the partnership, it will inform the other party in advance and provide copies of the published coverage.

5. Termination of the MoU

It is hoped that these 13 months partnership will grow stronger, and benefit marginalized communities for which NGO is serving. However, in the case of either of the parties decide to terminate for the reasons which they think are appropriate, this MOU allows on following terms:

- a. Either of the parties communicate in writing in a minimum of two months in advance of the decision to terminate this MoU. No specific reason is required.
- b. In the event Dhwani Foundation finds any disturbances in the financial and integrity issues. In such cases, Dhwani reserves the right to terminate this MoU upon seven days' notice.

6. Child Protection Policy (CPP)

Dhwani Foundation adheres to the principles of United Nations Convention on the Rights of Children and Protection of Children from Sexual Offenses (POCSO) Act 2013 and other Acts of India which safeguards children from all sorts of abuses. Dhwani Foundation's major work is with vulnerable communities through its partners and there will be situations where team members might interact with children directly or indirectly hence Dhwani Foundation adapts a zero tolerance of child abuse in any form. Our child protection policy aims at building awareness, providing guidelines & procedures in case of any wrong doings, establishing CPP Committee and defining its role.

7. Prevention of Sexual Harassment at Workplace Policy (POSH)

Dhwani Foundation shares a common commitment to protect, promote and uphold the Rights of all Women outlined in the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act of India passed in 2013; to create a workplace free from harassment in any form, based on factors such as gender, caste, colour, religion, age, national origin, ancestry, disability, veteran status, marital status, sexual orientation or any other employment status protected by applicable law. To maintain a safe and inclusive work culture, Dhwani Foundation takes a zero-tolerance stance on any behavior that is any form of sexual harassment.

8. Data Protection & Non-Disclosure of Confidential Information Policy

1. Data Protection

Dhwani & other service providers agree that Partner's data compiled and stored is the sole and exclusive property of partner. Partner agrees and acknowledges that Partner's data is stored in a hosted platform (Cloud platform) and will not be stored locally on Partner's hardware. Without limiting the above, Dhwani & its allies shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Partner's Data. Dhwani & its allies shall not modify, disclose Partner's data, except as compelled by law in or as expressly permitted in writing by Partner, or access Partner's data except to provide the Services or prevent or address service or technical problems, or at Partner's request in connection with support matters.

2. Non-disclosure of Confidential Information

All Confidential Information furnished by the Partner to the Providers in the course of performing under this Agreement shall remain the property of and be deemed proprietary to Partner.

Dhwani & its allies agree:

- To receive such Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Partner.
- To accord such Confidential Information at least the same level of protection against unauthorized use or disclosure that Dhwani & its allies customarily accord to its own confidential, proprietary or trade secret information of a like nature, but in no event less than reasonable care; and
- To use such Confidential Information solely and exclusively for the purposes of and in accordance with the terms of this Agreement and to enter into non-disclosure contracts with individuals having access to such Confidential Information within its organisation. In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the disclosing party, the Providers shall notify the Partner promptly upon becoming aware thereof.

9. Conclusion of Partnership

It is hoped that the benefits achieved during the terms of this partnership will result in partner NGO serving marginalized communities more effectively and ensure lasting changes in the lives of their beneficiaries.

The Memorandum of Understanding has been signed.

On behalf of
ASIAN MINORITY ACTION NETWORK



Sign here

Name: Ms. Zahida Parween

Designation:

Date:

Seal of the Organization

Secretary

Asian Minority Action Network (AMAN)
Johalla, Shahpur, Palamu-822110 Jharkhand
Mail: amantrust@yahoo.com W:aman.tngo.in

On behalf of
Dhwani Foundation

KRISHNAPUR Digitally signed by
NARASIMHA KRISHNAPUR
MURTHY NARASIMHAMURT
GOPINATH HY GOPINATH
Date: 2025.12.31
16:07:56 +05'30'

Sign here

Name: KN. Gopinath

Designation: Executive Director

Date:



Seal of the Organization

Annexure 1

Self-Declaration from NGO Partners

Sr.No	Details	Yes / No	If Yes, Please share details
1	Any pending Litigations in the court of Law/Cell/Agency/Tribunal	No	
2	Criminal suits in any of the approved authorities under law or governing charter	No	
3	Civil suits or proceedings in the above-mentioned authorities	No	
4	Are there any criminal or civil suits or proceedings against the founder/organization Head	No	
5	Are there any notices/ queries from the Government Departments pending	No	
6	Has your organization been blacklisted by any Government Department or Donors	No	
7	Any material breach of trust/ contract, etc., due to which an unforeseeable liability may arise in the future	No	
8	Any cheques that were issued have got dishonoured due to insufficiency of funds (except minor clerical errors)	No	
9	Even if there are no Litigations as above, we are not involved in any activity, or any project which could be a violation of any of the laws of the land	No	
10	Are there any IT notices pending	No	
11	Have you been rejected by MHA for FCRA registration or renewal	No	
12	Are there any fines/ notices/ queries pending on FCRA Compliances	No	

Annexure 2

Role	Training Type / Module	Approx. Days in 12 Months	Format	Training Costs (Fees, Accommodation, Meals)
Head of NGO	All phase-wise leadership trainings as per Training Plan	30 days	Residential / Online	Dhwani Foundation
Board Member (Governance Module)	Governance & Board Development	3 days	Residential / Online	Dhwani Foundation
Coordinator / Support Staff	All trainings alongside Leader	14 days	Residential / Online	Dhwani Foundation
Program Person (or Coordinator if applicable)	Program Planning & MIS	4 days	Residential / Online	Dhwani Foundation
Fundraising Support Person	Fundraising-related trainings	12 days	Residential / Online	Dhwani Foundation

For and behalf of
ASIAN MINORITY ACTION NETWORK



Ms. Zahida Parveen

Secretary

Date:

Place:

Secretary

Asian Minority Action Network (AMAN)
Nai Mohalla, Shahpur, Palamu-822110 Jharkhand
Email: amantrust@yahoo.com W:aman.1ngo.in

Certification:

We certify that all information and explanations we have given concerning the entire income and expense situation are true and complete. The executive committee / Board / Board of Trustees / Directors / Administrative Council, (as may be applicable) understand that misrepresentation is illegal and that violation may be prosecuted, or other actions taken to recover funds that we receive for which we are not legally eligible.

We certify that the information we have disclosed is true and accurate. We understand that intentionally providing false information to obtain monetary or non-monetary assistance is grounds for termination and denial of any assistance or rendering of services and may be material for initiating criminal or civil prosecution under relevant governing laws, rules, regulations or notifications, etc.

We have not intentionally (or otherwise) hidden any material information or documentation without bringing to the notice of Dhvani Foundation that may lead to any form liability or offense.

We shall bring to the notice of Dhvani Foundation any action that is charged on our entity post entering into this engagement. Our entity shall be completely and solely responsible for all the Liability/sums payable / charges arising out of any actions that are outside the scope of our agreement.

By signing this form, I declare that all declarations and certifications are true to the best of my knowledge, including this self-declaration, are true and complete to the best of my knowledge and belief. I understand that any false statement, misrepresentation or material omission made in our declarations, or other information given to or requested by Dhvani Foundation, may provide grounds for the withdrawal of the provision of services with immediate effect and/or withdrawal of any offer made, or render my contract liable for termination.

We confirm that we have read and understood the self-declaration statement and it shall be accepted in full.

For and behalf of
ASIAN MINORITY ACTION NETWORK



Ms. Zahida Parween

Secretary

Date:

Place:

Secretary
Asian Minority Action Network (AMAN)
Nai Mohalla, Shahpur, Palamu-822110 Jharkhand
Email: am...@gmail.com W:aman.1ngo.in

Memorandum of Understanding (MoU)

Introduction

This Memorandum of Understanding formalizes the way of working jointly agreed between Dhvani Foundation, a Registered Trust having its operational office at #614, 11th cross, 2nd Main, 3rd Phase, JP Nagar, Bengaluru, Karnataka - 560078

and

ASIAN MINORITY ACTION NETWORK, Ichrasole, BAHARAGORA, East Singhbhum 832101, Jharkhand,

Purpose of MOU

This MoU outlines the tools & structured support by Dhvani Foundation from its local funds and the roles, responsibilities, and commitments of both parties to strengthen the NGO's participation in the Saksham program. This engagement does not involve any use of foreign contribution or funds governed by the Foreign Contribution (Regulation) Act, 2010, and shall be fully financed through Dhvani Foundation's domestic resources.

This document is not a legal agreement but rather serves as a framework to foster a cooperative and supportive relationship.

Key Stakeholders

ASIAN MINORITY ACTION NETWORK, Ms. Zahida Parween, Designation: Secretary

Dhvaní Foundation: Mr. KN. Gopinath, Executive Director

1. Principles of the Engagement

The MOU recognizes the contributions of both the parties. The engagement focuses on fostering open, transparent, and respectful communication between both the parties. It emphasizes collaboration, mutual trust, and active participation to achieve common goals. These principles ensure that each stakeholder's perspectives are valued and that decisions are made inclusively and responsibly. By adhering to these principles, both organizations can build a stronger and more effective partnership to create a positive impact.

Dhvani Foundation has partnered with an expert organisation named Clearly Blue Digital Private Limited to provide professional design services for the marketing collaterals, to every partner in the Saksham Program, as an integral part of organizational development. There will be an

agreement spelling out the terms and conditions of the engagement along with the deliverables to be signed between the NGO and Clearly Blue Digital Private Limited.

ASIAN MINORITY ACTION NETWORK has agreed to partner with Dhvani Foundation via the Saksham program. This agreement spans 13 months, from December 2025 to December 2026, concluding with the graduation ceremony.

2. Agreed Roles and responsibilities of Dhvani Foundation

2.1 There will be a total of 10 Training Workshops. For every training workshop an employee other than the leader is required to attend, except for Governance where 2 Board Members who are office bearers are required. The travel cost will be reimbursed based on actuals for the purpose of attending the training workshop upto 1-person for all modules and 2 people for Governance module, upto Rs. 3,000 for each trip per person. Travel Costs of the following NGO participants to the training / workshops to be borne by Dhvani

- 2 Nominated board members who are office bearers
- 1 Coordinator / Support Staff
- 1 Program Manager where applicable
- 1 Nominated Fundraising Support Member

2.4 Provide a laptop, licensed versions of Tally and Goonjan software to enhance efficiency and strengthen the MIS support system, as an in-kind contribution.

2.5 Develop digital properties, including the organization's website and social media platforms, to improve the NGO's visibility.

2.6 Support for any one-time compliances applicable & required by the NGO, to be borne by Dhvani Foundation. Service List reference in Annexure 1.

2.7 Ensure printing and delivery of all marketing collaterals as agreed in the Saksham Program

3 ASIAN MINORITY ACTION NETWORK herewith agrees to execute following roles and responsibilities.

3.1 Ensure to bear the travel expenses of the NGO leader for all Training Workshops

3.2 Ensure timely submission of relevant documents for reimbursement of Rs 3,000 for travel cost to attend the trainings by **One** nominated staff (other than the leader) from the NGO over 12 months duration. For Governance workshop, travel reimbursement will be provided for 2 Office Bearers from the Board, apart from the leader.

3.3 Handle tools like Laptop, software licences as per the instructions provided and follow protocols for repair, maintenance & any other support required

3.4 Upon Delivery of the laptop, NGO shall sign an Acknowledgement of Receipt specifying:

1. Date of handover
2. Make, model, serial number of the laptop
3. Software license keys, if applicable
4. Purchase invoice reference

The asset shall be entered in Dhwani Foundation's records as a "grant-in-kind" and in the partner NGO's records as "donation received in kind."

- 3.5 The NGO shall maintain the asset for official use only and shall not sell, pledge, or transfer ownership. Upon completion of the program, the ownership of the laptop shall remain with the NGO.
- 3.6 Provide data & decisions in a timely manner as agreed in the Saksham calendar in order for the expert service providers to support within agreed timelines, whether compliances or marketing collaterals
- 3.7 Work closely with the expert design company called Clearly Blue Private Limited in order to avail support on branding & visibility building
- 3.8 Timely payments against invoices raised by Clearly Blue Digital Private Limited in order to complete the branding & visibility designing
- 3.9 In case of termination by either party, all assets including laptop, provided to the NGO partner to be returned to Dhwani.

4. Marketing and Promotional Material:

The parties acknowledge and agree that Dhwani Foundation may develop various marketing assets, including but not limited to brand assets, videos, print material, and other promotional content in-house or through third party agencies. Dhwani Foundation is hereby permitted to use, reproduce, distribute, and display these on its own platforms, including but not limited to its website, social media channels, and promotional materials, for the purpose of promoting the partner NGO and the larger collaborative efforts of promoting organisational development.

The NGO represents and warrants that it has the necessary rights and permissions to permit Dhwani Foundation to use the Marketing Materials and will not infringe upon the intellectual property rights of any third party. Dhwani Foundation agrees to credit the NGO appropriately whenever using Marketing Materials.

In the event of termination of this MOU, Dhwani Foundation's right to use the Marketing Materials shall survive, provided that such use is consistent with the purpose of promoting the collaborative efforts undertaken during the 13-month organizational program.

Both parties agree to cooperate in good faith to ensure the effective implementation of this clause and to address any concerns that may arise regarding the use of Marketing Materials.

The Memorandum of Understanding has been signed.

On behalf of
ASIAN MINORITY ACTION NETWORK


Sign here

Name: Ms. Zahida Parween

Designation: Secretary

Date:

Secretary
Asian Minority Action Network (AMAN)
Nai Mohalla, Shahpur, Palamu-822110 Jharkhand
Email: amantrust@yahoo.com W:aman.1ngo.in

Seal of the Organization

On behalf of
Dhwani Foundation

KRISHNAPUR
NARASIMHAMU
RTHY GOPINATH
Digitally signed by
KRISHNAPUR
NARASIMHAMURTHY
GOPINATH
Date: 2025.12.31 16:08:38
+05'30'
Sign here

Name: KN. Gopinath¹

Designation: Executive Director

Date:



Seal of the Organization

Annexure 1

Services List via Shared Service Providers

1. CSR1 Registration
2. TAN Registration
3. PF Registration
4. ESI Registration
5. PT Registration
6. Darpan Registration
7. PAN Correction
8. 12A Renewal - Phase 1
9. 80G Renewal - Phase 1
10. DSC - Digital Signature

Annexure 2

Role	Training Type / Module	Approx. Days in 12 Months	Format	Training Costs (Fees, Accommodation, Meals)	Travel Costs
Head of NGO	All phase-wise leadership trainings as per Training Plan	30 days	Residential / Online	Dhwani Foundation	NGO
Board Member (Governance Module)	Governance & Board Development	3 days	Residential / Online	Dhwani Foundation	Dhwani Foundation
Coordinator / Support Staff	All trainings alongside Leader	14 days	Residential / Online	Dhwani Foundation	Dhwani Foundation
Program Person (or Coordinator if applicable)	Program Planning & MIS	4 days	Residential / Online	Dhwani Foundation	Dhwani Foundation
Fundraising Support Person	Fundraising-related trainings	12 days	Residential / Online	Dhwani Foundation	Dhwani Foundation

For and behalf of
ASIAN MINORITY ACTION NETWORK



Ms. Zahida Parween

Secretary

Date:

Place:

Secretary

Asian Minority Action Network (AMAN)
Nai Mohalla Shahpur, Palamu-822110 Jharkhand
Email: amantrust@yahoo.com W:aman.fngo.in

Certification:

We certify that all information and explanations we have given concerning the entire income and expense situation are true and complete. The executive committee / Board / Board of Trustees / Directors / Administrative Council, (as may be applicable) understand that misrepresentation is illegal and that violation may be prosecuted, or other actions taken to recover funds that we receive for which we are not legally eligible.

We certify that the information we have disclosed is true and accurate. We understand that intentionally providing false information to obtain monetary or non-monetary assistance is grounds for termination and denial of any assistance or rendering of services and may be material for initiating criminal or civil prosecution under relevant governing laws, rules, regulations or notifications, etc.

We have not intentionally (or otherwise) hidden any material information or documentation without bringing to the notice of Dhvani Foundation that may lead to any form liability or offense.

We shall bring to the notice of Dhvani Foundation any action that is charged on our entity post entering into this engagement. Our entity shall be completely and solely responsible for all the Liability/sums payable / charges arising out of any actions that are outside the scope of our agreement.

By signing this form, I declare that all declarations and certifications are true to the best of my knowledge, including this self-declaration, are true and complete to the best of my knowledge and belief. I understand that any false statement, misrepresentation or material omission made in our declarations, or other information given to or requested by Dhvani Foundation, may provide grounds for the withdrawal of the provision of services with immediate effect and/or withdrawal of any offer made, or render my contract liable for termination.

We confirm that we have read and understood the self-declaration statement and it shall be accepted in full.

For and behalf of
ASIAN MINORITY ACTION NETWORK



Ms. Zahida Parween

Secretary

Date:

Place:

Secretary

Asian Minority Action Network (AMAN)
Nai Mohalla, Shahdol - 822110 Jharkhand
Email: amantrust@aman.1ngo.in

DESIGNING WORK AGREEMENT

THIS AGREEMENT (the "Agreement") is made on this 18th December 2025 ("Execution Date")

BETWEEN

Clearly Blue Digital Private Limited, having its official Address: 406 1st Cross New Diagonal Road, 3rd Block Jayanagar, Bengaluru 560011, having GSTN: 29AAGCC4800R1Z7 and CIN No: U72900KA2016PTC092500, represented by its Director, (hereinafter the "Design Agency", which expression shall, unless the context otherwise requires, be deemed to include his successors and permitted assigns) of the FIRST PART.

AND

ASIAN MINORITY ACTION NETWORK, registered under the Trust Act having its PAN number AAITA3205D, have registered office at #Ichrasole, BAHARAGORA, East Singhbun 832101, having GSTN:NA (if applicable), represented by its Board, (hereinafter referred to as the "NGO", which expression shall, unless the context otherwise requires, be deemed to include their heirs, executors and permitted assigns) of the SECOND PART

Each party above named shall be referred to as a "Party" when referred to individually and shall be referred to as "the Parties" when referred to collectively.

RECITALS

Design Agency hereby agrees to produce and deliver to NGO the production of the below referenced media subject to and in accordance with all terms, conditions, and specifications set forth herein:

NOW THEREFORE, the Parties agree as follows:

Definitions

- Project is the task for the NGO to execute as per the quote in the estimate by the Design Agency
- On behalf of the NGO, Dhvani Foundation have approached the Design Agency to undertake the project.
- Project Title: Designing Marketing Collaterals including Logo, Brand Identity kit and Brand Promotion kit for NGO
- Work Product means work conceived, developed, or otherwise made by the Design Agency, alone or jointly with others (a) in any way relating to the affairs of the NGO and the requirements related to NGO; (b) during the course of engagement of the Design Agency with the NGO; (c) using tools, resources or materials belonging to the Design Agency; (d) or based on material or information belonging to the NGO, whether or not made during the Design Agency regular working hours or whether or not made at the NGO's premises.
- Confidential Information shall mean any confidential and/or proprietary

information belonging or relating to the NGO, vendors or other third parties including the following (i) Information relating to proposed or current recruitment of professionals (ii) information relating to the businesses, data related to employees, annual costs, present or proposed stakeholders, budgets and other financial details, responsibilities, policies and procedures, software programs and files, operating manuals, user manuals documentation etc.; (iii) confidential and proprietary information of third parties, including former, existing or prospective employees, agents, collaborators, partners, vendors, suppliers or affiliates; (iv) the terms and conditions of this Agreement; and (v) and all record bearing media containing or disclosing the above information or techniques, whether identified as "confidential" expressly or not. Confidential Information shall not include (a) information that is publicly available through no fault of the Consultant and (b) information disclosed by third parties without any obligation of confidentiality.

- Non-Solicit Period shall mean the period commencing on from the Execution Date and expiring 12 months after the termination of the Engagement of the Consultant hereunder, whatever be the reason for such termination.

Scope of work:

- To co-ordinate with the NGO, Design the needed Logo, Brand Identity kit and Brand Promotion kit according to the NGO's needs with utmost quality. Detailed list is provided below under the section called Deliverables

Timeline:

The Design Agency coordinates with NGO and completes Phase 1 design work within 45 – 50 Days of initiating the activity.

The Design Agency coordinates with NGO and completes phase 2 design work within 90 Days of initiating the activity.

*Subject to availability of resources, people and content related to the design work from the NGO for completing the work at the scheduled time. Any deviation from plan will be intimated to the NGO upfront.

Deliverables:

The below are the deliverables, by the Design Agency as per the terms of this agreement.

Phase 1

- New logo
- Font files, colours, Info file
- Or Edit of Old logo
- **Brand Identity Kit:** Letterhead, Visiting card, Envelope, CPP and POSH poster
- **Brand Promotion kit:** External Banner, Internal Banner, Standee

Phase 2

- Fundraising Flyer [4 pages]
- Organisation brochure [8 pages]
- Annual Report [12 pages]

Quality:

It is the essence of this Agreement that all completed media and services supplied by Design Agency shall be of applicable production standards. Design Agency agrees that the media/design shall be of utmost quality meeting the needs of the NGO.

Furnishing materials, services, & releases:

Design Agency shall collect inputs from the NGO for designing to create appropriate designs and the Design Agency shall deliver completed logos and designs with utmost quality satisfying the NGO's needs.

Changes in specifications:

If at any time, NGO desires to make any changes or variations in the Specified Media(s) or from any material or work in progress, and such changes result in additional costs to Design Agency, Design Agency agrees to notify the NGO of the amount before any such additional costs are incurred and Design Agency shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by NGO shall be binding and incorporated into the terms of this Agreement. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

Ownership:

Except as otherwise provided herein, NGO owns all rights, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein as well as in and to all the captured and edited media clips.

Security/confidentiality:

Design Agency understands that some information for said media(s) may be of a confidential and/or sensitive nature. Design Agency agrees, at NGO's request, to require, within reason, those engaged for the production to sign appropriate agreements not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for Design Agency to produce media(s) in the usual and customary manner under this Agreement.

Delivery of materials:

Delivery of the Specified Media(s) shall mean delivery of the referenced media(s) in paragraph 1 by Design Agency to NGO. After the delivery of the first draft, the final draft with revision or corrections if any will be done within 10 days after receiving the final list of corrections. The NGO will be provided at least three options on Branding and at least one revision based on the feedback.

Payment:

The Fees payable under this Agreement shall be released in the following manner:

Advance Payment (100%): NGO shall pay hundred percent (100%) of the total estimated Fees in advance, during the commencement of the design work in two equal instalments.

For this payment, the Design Agency shall raise two invoices, and the NGO shall release payment in accordance with the agreed timelines under this Agreement. The first invoice will be raised in February 2026, and the 2nd invoice will be raised in June 2026. Total invoice to be paid will be Rs. 34,429 (incl. GST) in two equal instalments. Payments to be cleared within 30 days from the date of invoice.

Once the services are opted for, the corresponding payment will be mandatory, whether the collaterals created are used or not by the NGO.

All payments shall be made directly from the NGO's bank account (non-FCRA) and duly supported by invoices, ensuring compliance with applicable tax and accounting laws.

Any assignment or deliverable required by the NGO beyond the agreed scope of work shall be treated as an additional assignment. Such additional work shall be initiated only upon written communication by NGO (including email) and upon the Design Agency submitting the scope of work and corresponding Fees for NGO's written approval. The terms and conditions applicable to such additional assignment shall be mutually agreed and shall be binding on both Parties.

Withholding

The fee shall be subject to withholding tax at applicable rates and NGO may withhold therefrom any amounts as are required to be withheld pursuant to applicable law and share related certificates of withholding tax to the Design Agency.

GST

Design Agency may levy goods and services tax ("GST") as applicable over and above the Fees Payments. The Design Agency shall provide the required GST registration certificate and returns to enable NGO to take input credit for the services the Design Agency would render, if applicable.

NON-SOLICITATION OBLIGATIONS

The Design Agency further undertakes that, during the Non-Solicit Period, he/she shall not, directly or indirectly, including by assisting others, solicit, recruit, induce or attempt to persuade (a) any Person then engaged by NGO as an employee, officer or director or so engaged within the preceding 12-month period ("Existing Employee") to leave the employment of the NGO; or (b) encourage any other consultant, vendor or collaborator to reduce the quantum of business they do. It is clarified that the Design Agency shall be deemed to have breached and failed to comply with the provisions of this Clause, if the Design Agency directly or indirectly employs, engages or retains, or the organisation of which the Design Agency is an officer, employee, trustee or shareholder (or any person connected or affiliated to such organisation) directly or indirectly employs, engages or retains, an Existing Employee, if such employment or engagement arose on account of any act or omission of the Design Agency.

FORCE MAJEURE

A "Force Majeure Event" means any cause unforeseen or beyond the Design Agency's reasonable control despite the exercise by the Design Agency of appropriate care, including a labour dispute, civil disturbance, action or inaction of any governmental authority, epidemic, war, embargo, strike, severe weather, fire, earthquake, or any other act of God.

The failure or delay by the Design Agency to perform any obligation under this Engagement Letter solely by reason of a Force Majeure Event shall not be deemed a breach hereof. During the operation of a Force Majeure Event, the Design Agency undertakes to use all reasonable diligence to ameliorate or mitigate its effects and shall continue to take all actions within its power to comply as fully as reasonably possible with the terms of this Engagement Letter.

It is hereby clarified that, notwithstanding anything contained in this clause, the NGO shall always be liable to remit Professional Fee to the Design Agency as provided under this Engagement Letter, unless expressly so waived in writing by the Design Agency.

CONFIDENTIALITY

The Design Agency shall not, whether during his/her Engagement with NGO, or after termination thereof, for any reason, directly or indirectly, use for himself/herself or use for or disclose to any Person any Confidential Information other than for the benefit of firm and while performing his/her duties and responsibilities hereunder.

Without prejudice to the generality of the foregoing, the Design Agency shall:

(a) Keep confidential the Confidential Information and not disclose the same to any third party or use the same for the Design Agency's benefit or for the benefit (financial or otherwise) of any third party, except as expressly permitted by the Agreement or except with the prior written consent of the NGO.

(b) Protect the Confidential Information received with all reasonable care so as to ensure that the same does not fall into the hands of third parties or is not put to unauthorised use.

(c) Not reproduce in any form the Confidential Information except with the prior written consent of the firm.

The confidentiality obligations under the Agreement shall not prevent the Design Agency from disclosing the same if required by law or under the orders of any court of competent jurisdiction or other competent legal authority, provided that the Design Agency gives the firm notice of such intended disclosure and an opportunity to oppose the same.

The Design Agency confirms that all Confidential Information shall remain the sole and absolute property of the NGO or any third party, as applicable. The Design Agency shall, at the time of leaving the services of the NGO, return all Confidential Information and any other NGO's property, which he/she is in possession of.

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The obligations under this Clause, survive the termination of the Agreement and shall survive so long as such information remains confidential. The Design Agency also acknowledges that use of the Confidential Information contrary to the provisions of the Agreement constitutes, among other things, criminal breach of trust in terms of the provisions of the Indian Penal Code, 1860.

The provisions of the Agreement for the protection of Confidential Information shall apply notwithstanding that the Design Agency has unauthorized or inadvertently obtained access to or otherwise come into possession of such Confidential Information.

To secure or preserve Confidential Information, the NGO shall have the right at all times to deactivate, disable, remove or prevent access to any NGO property, including computers, servers, computer networks, email accounts, databases, storage, and vehicles.

INTELLECTUAL PROPERTY ASSIGNMENT

The Consultant agrees to:

- Provide a record of the Work Products to the firm, in such form as the firm may require.
- Execute all necessary documents and otherwise provide prompt and sufficient assistance at the NGO's expense, during and after the term of this Agreement, to enable the NGO to obtain for itself or its nominees all legal protection for the Work Products in all countries.
- Make and maintain for the NGO in such manner as the NGO may direct adequate and current written records in respect of all Work Products.
- Provide such information about the Work Products as the NGO requires.

The Design Agency acknowledges that Work Product is created during the course of Design Agency's Engagement with the firm and the Work Product shall be the sole and absolute property of the NGO from date of creation thereof. The Design Agency confirms that the Design Agency has no right, title or interest in the same. The Design Agency shall store all the working papers, NGO deliverables, documents therein and shall not disclose these documents, papers, software, soft copies, hard copies to anyone outside the firm. The Design Agency shall not under any circumstance be entitled to use the Work Products for any purpose other than that of the benefit of the NGO or with the specific authorization from the NGO. The Design Agency, to the extent permissible under law, waives author's special rights or firm other similar right under any law of any country for the time being in force.

To the extent that the Work Product or any portion thereof needs to be assigned to the firm to ensure that the firm is sole and absolute owner thereof, the Design Agency hereby assigns and agrees to assign in the future to the firm all rights, title, and interest in and to any and all of the portion of the Work Product. The Design Agency shall assist the NGO, at the NGO's expense, in every proper way to secure and maintain the NGO's rights hereunder and to carry out the intent of the Agreement and for vesting the NGO with full title to the Work Product. The Design Agency agrees to execute any and all documents as the NGO may require in order to enable the NGO to protect or further the NGO's interests in relation to the Work Products and for procuring the full benefits of the provisions of this Agreement.

The Design Agency hereby constitutes the NGO as its irrevocable attorney for the purposes of doing all things including executing all documents necessary to protect or further the NGO's interests in relation to the Work Products and for procuring the full benefits of the provisions of this Agreement. The firm shall, if it deems necessary, be entitled to use the name of the Design Agency for any such purpose. Any expenses required to be incurred for applying for registration of the Work Products and assignment of the same shall be borne by the firm.

The Parties recognise that the covenants in this Clause and the time and other limitations with respect thereto, are reasonable as to duration and subject matter, properly required for the adequate protection of the value and goodwill of the firm and agree that such limitations are reasonable with respect to the affairs of the firm and the business activities of the Design Agency.

Child Protection Policy (CPP)



NGO adheres to the principles of United Nations Convention on the Rights of Children and Protection of Children from Sexual Offences Act 2023 (POCSO) and other Acts of India which safeguards children from all sorts of abuses. NGO's major work is with vulnerable communities through its partners and/or employees and there will be situations where team members might interact with children directly or indirectly hence NGO adapts a zero tolerance of child abuse in any form. Our child protection policy aims at building awareness, providing guidelines & procedures in case of any wrong doings, establishing CPP Committee and defining its role.

Prevention of Sexual Harassment at Workplace Policy (POSH)

NGO shares a common commitment to protect, promote and uphold the Rights of all Women outlined in the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act of India passed in 2013; to create a workplace free from harassment in any form, based on factors such as gender, caste, colour, religion, age, national origin, ancestry, disability, veteran status, marital status, sexual orientation or any other employment status protected by applicable law. To maintain a safe and inclusive work culture, NGO takes a zero-tolerance stance on any behaviour that is any form of sexual harassment.

MISCELLANEOUS

Relationship between Parties and Design Agency is an independent service provider with respect to the services being provided and not an employee of the firm.

Amendments

No amendment to this Agreement shall be binding on the Parties unless such amendment or alteration is in writing and is signed by the Parties.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties in relation to the Engagement of the Design Agency and supersedes any other agreement between them relating to the subject matter hereof.

Notices

Any notice or other communication to be given by one Party to any other Party under, or in connection with, the Agreement shall be made in writing and signed by or on behalf of the Party giving it. It shall be served by letter or facsimile transmission or email (save as otherwise provided herein) shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of facsimile transmission or email, provided that the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below) or 5 days after being dispatched in the post, postage prepaid, by registered mail to such Party at its address or facsimile number specified herein or at such other address or facsimile number as such Party may hereafter specify for such purpose.

Assignment:

This Agreement may not be assigned by any party without the written consent of all.

Publicity guidelines:

If any party wishes to achieve coverage for the partnership, it will inform the other parties in advance and take necessary written permission and provide copies of the published coverage. However, in the case of termination of the contract in the midway due to any reason apart from completion of project to the satisfaction, the parties will not be permitted to take coverage of partnership.

Severability

It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the applicable laws of India, but that the unenforceability or the modification to conform with such laws of any provision hereof shall not render unenforceable or impair the remainder of this Agreement. If one or more provisions of this Agreement are held to be illegal, invalid or unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then

(a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

Counterparts

This Agreement may be executed in 2 counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Waivers

If at any time any Party shall waive its rights accruing to it, due to breach of any of the provisions of this Agreement, such waiver shall not be construed as waiver (continuing or otherwise) of other breaches of this Agreement. None of the terms of this Agreement shall be deemed to have been waived or altered, unless such waiver or alteration is in writing and is signed by the Parties.

Governing Law & Jurisdiction

This Agreement shall be governed by the laws of India. The courts of Bangalore shall have jurisdiction over any matters arising hereunder.

Dispute Resolution

The Parties agree that they shall, always, act in good faith, and make all attempts to resolve all differences, howsoever arising out of or in connection with this Agreement by way of each appointing one nominee/representative who shall discuss in good faith to resolve the differences ("Amicable Settlement"). In case the Amicable Settlement does not

resolve the dispute within 30 calendar days, it shall be referred to arbitration in accordance with this Clause.

All disputes and differences arising out of or in connection with any of the matters set out in this Agreement, if not resolved by Amicable Settlement, shall be resolved by arbitration in Bangalore in accordance with the Arbitration and Conciliation Act, 1996. The Parties shall jointly appoint a sole arbitrator. The language of the arbitration shall be English, and the seat of arbitration shall be Bangalore.

The arbitrators shall be entitled to award costs of the arbitration. Subject to the aforesaid, each Party to any arbitration shall bear its own expense in relation thereto, including but not limited to such Party's attorneys' fees and the expenses and fees of the arbitrator shall be borne equally by the parties to the dispute.

The Parties agree that they shall have the ability to obtain interim, injunctive, or equitable relief as permissible under applicable law.

IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day, and year first above written:

Agreed and signed:

NGO

Leader Name: Ms. Zahida Parween

NGO Name: **ASIAN MINORITY ACTION NETWORK**


(Signature)

Date signed:

NGO Address: Ichrasole, BAHARAGORA, East Singhbhum 832101

Secretary

Asian Minority Action Network (AMAN)
Nai Mohalla, Shahpur, Palamu-822110 Jharkhand
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Design Agency:

Name: Linda Jacob

Production Company: Clearly Blue Digital Private Limited.

LINDA MANU JACOB
JACOB

(Signature)

Date signed:

Design Agency Address: 406 1st Cross New Diagonal Raad, 3rd Block Jayanagar,
Bengaluru 560011

Digitally signed by LINDA MANU
Date: 2026.01.09 12:13:41 +05'30'