

Schedule I- CSR Terms and Conditions

Corporate Social Responsibility (“CSR”) Terms and Conditions for CSR Projects (hereinafter called “CSRTC”) shall apply to the relationship between Organization and Robert Bosch Engineering and Business Solutions Private Limited (hereinafter referred to as “RBEI”) for the CSR Projects (Projects) funded or donated by RBEI.

Any Agreements, correspondence, documents in furtherance to these CSRTC on Scope of Work, Area of Co-operation, Timelines / Milestone, funding etc., with respect to Project shall form an integral part of these CSRTC (Agreement, Schedules and CSR Terms and Conditions hereinafter collectively referred as Contract).

1. Purpose: The Parties shall clearly define and agree on the scope and obligations in relation to the Project/s enumerated under Schedule II. If the Parties wish to perform additional Project/s, the same shall be agreed in writing by the Parties either in a separate Schedule or as an addendum to the agreed Schedule.

In the event of dispute between these terms and terms under Schedule II, the terms under CSRTC shall prevail at all times.

2. Instructions and approvals: Every program shall be implemented by the Organization in accordance with the Project implementation plan and scope of work as set out in Schedule II diligently, efficiency and with due regard to the judicious use of funds. Organization shall not make any variations in the Project implementation plan detailed in the Schedule II, unless mutually agreed in writing through an amendment to these CSRTC. RBEI shall not be responsible or provide additional funds in respect of work done or undertaken outside the scope of work or time schedule plan.

3. Contribution and Payment (Fund/Donation): Under the programs, RBEI will fund the Project/s, as detailed in Schedule II (herein after referred as “Fund/Donation”). All Donations to the Organization are eligible for tax exemption under the section 80(G). In the event of non-performance or breach of any of the terms and conditions of these CSRTC, there shall be no further payments made to the Organization. Except for the amounts as stated under Schedule II, RBEI shall not be liable to make any other payments whatsoever, to the Organization. The disbursements of the Funds shall be made in Indian Rupees. The Organization shall submit separate bank account number/details for release of Funds or as required from RBEI from time to time.

4. Obligations: The Organization shall not be entitled for any payments in the event of termination of this CSRTC for the causes mentioned under termination clause. The Organization shall submit full accounts of the relevant Project in writing taking into account all receipts and payments and commitments incurred for the purposes of this CSRTC and at the time of termination as the case may be. RBEI or its appointed representative may carry out audits of the Project along with the expenditure of accounts. If the Organization fails to perform its obligations as per these terms or is found to misuse the Fund/Donation granted for the purpose of this Project/s, RBEI will be entitled to the entire refund of the amounts contributed for the purpose of these terms and right to terminate immediately without notice to the Organization. For appropriate utilization of the Funds, RBEI shall reimburse funds to Organization to meet approved or agreed expenses of the Project and commitments related to the said Project up to date of termination (the relevant date). In the event of excess disbursement to Organization, RBEI shall demand and recover from Organization such excess disbursements and Organization

would be liable to refund the excess disbursements within a period of 30 days of ascertainment of the final amount.

5. Confidentiality: The Organization is aware and acknowledges that it may be provided with or may have access to written information/ data and/ or other confidential information which is proprietary and/or confidential to RBEI and which is so market proprietary and/ or confidential or which it would be reasonable to assume was proprietary or confidential due to the nature of the information disclosed. Confidential Information shall mean, any information disclosed by RBEI to the Organization either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall also include, without limitation, any materials, trade secrets, intellectual property, know-how, proprietary information, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of RBEI and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Organization for RBEI. Confidential Information may also include information disclosed to the Organization by third parties on behalf of RBEI. The Organization agrees to keep confidential all such Information and shall not disclose the same, either in whole or in part to any third party without RBEI’s prior written consent. The Organization shall not, without the prior written approval of RBEI, disclose to any person to any other third party any Confidential Information provided by RBEI to the Organization. The Organization shall not during the period of this engagement and for a period of three (3) years thereafter, disclose to any person any secret / Confidential Information with respect to matters or affairs of RBEI in its possession or which the Organization may come to know during its engagement. With prior approval and in a manner approved by RBEI, the Organization is permitted to use information about this Fund/Donation for marketing purposes through its newsletter, press releases or through its website. However, Organization will inform and obtain prior approval from RBEI for such actions.

6. Use of RBEI’s Logo, Images and Trademarks: RBEI allows the Organization with limited permission to use the following logos as appropriate: RBEI logo; with appropriate phraseology explaining the sponsorship property “event” and the sponsorship status, in sponsor’s advertising and promotional material related to the event. Unless Organization obtains a written approval to use the logo or images, it shall not use the same.

7. Separate Accounting: Organization will maintain separate records (or as may be required by the FCRA) to account for the funds received from RBEI and provide receipts for the same. In addition, Organization shall submit an annual or periodic accounting statement of donations received and their utilization to the designated person in RBEI. Further, Organization will furnish RBEI with the accounts and related documentation but not limited to bank statements as and when requested by RBEI for its audit purposes. Any interest accrued during the term of the program will be added to the Fund/Donation and considered as part of the Donation. The Organization shall provide all necessary documentation to RBEI in order to avail income tax benefits under Section 80(g) for contribution towards charitable purposes. The Organization will ensure that it has valid exemptions under Section 80(g) (including the registration under the Foreign Contribution Regulation Act, 2010 amended from time to time) and/ or other relevant provisions under the Income Tax Act during the term of these CSRTC.

Registered Office: Robert Bosch Engineering and Business Solutions Private Limited, 123, Industrial Layout, Hosur Road, Koramangala, Bangalore – 560095, India

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8. Monitoring and Reporting: The Organization shall monitor and make sure the purpose behind commencing the Project is sufficiently met, until its completion.

RBEI officials are encouraged to monitor the progress of the Projects and also audit Organization's financial accounts to ensure RBEI's funds are fully utilized only for the purposes stated herein and all payments are utilized in compliance with these CSRTC. In addition, Organization shall submit an annual or periodic report on the implementation of the Project/s to the designated person in RBEI. For the aforementioned purposes or any other purpose dealing with these terms, the contact person will be as stated in Schedule II.

Any unspent or unutilized amount, (disbursed earlier by RBEI for the project to the Organization), shall on completion of the project, be refunded to RBEI within 30 days of the completion of the project or earlier termination or this CSRTC, whichever is applicable.

Any equipment/materials contributed or financed by RBEI for the project shall be utilized only for the purpose of this CSRTC and shall not be either transferred/ disposed off by the beneficiary except with express permission/directions of RBEI.

9. Termination: RBEI may terminate this CSRTC after giving the due notice of 15 days or without notice as the case may be, to the Organization in the event it is found, (i) unsatisfactory performance of the Project/s by the Organization, (ii) that the Organization is involved in corrupt practices or misappropriation of any funds or assets or (iii) violating any of the provisions of these CSRTC and any Schedules.

10. Liability: Neither party shall be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under statute, contract, and tort or otherwise under this CSRTC.

11. General provisions:

(a) Evaluation: RBEI 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 this CSRTC. The Organization shall co-operate for the same.

(b) Nothing contained in this CSRTC shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between RBEI and the Organization.

(c) The Organization shall be responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by the Organization, whether or not in the course of implementing the Project and for the health, safety and security of such persons.

(d) Anti-Bribery and Compliance: The Organization hereby undertakes to act and will remain in compliance with all the laws applicable to either Party. Organization will in particular not, and nor will any of its officers, employees, shareholders, representatives or other persons acting for Organization ("Associated Parties"), directly or indirectly, either in private business dealings or in dealings with the public sector, accept, offer, give or agree to accept, to offer or to give (either itself or in agreement with others) any payment, gift or other advantage which would violate (i) any anti-corruption laws or regulations applicable to either party, (ii) India- Prevention of Corruption Act, 1988, (iii) the UK Bribery Act 2010 or (iv) which a reasonable person would otherwise consider to be illegal, improper, or unethical.

(e) Organization confirms that it acknowledged the content of the Bosch Code of Business Conduct available at

www.bosch.com, and that it will make best efforts to observe these provisions. Organization shall comply with the principles of the UN Global Compact Initiative relating broadly to the protection of international human rights, the right to collective bargaining, the abolition of forced labour and child labour, the elimination of discrimination when personnel is engaged and employed, the responsibility for the environment and the prevention of corruption.

(f) Organization agrees to notify RBEI immediately in writing if, at any time, it becomes aware that any of the representations set out above are no longer correct. Organization shall promptly disclose to RBEI any known or suspected violation of this Section if it might have an adverse effect on RBEI. RBEI may terminate this CSRTC upon written notice if it is proven that Organization has violated the provisions of this section. This shall not apply if the Organization provides evidence within reasonable period that no violation occurred or that the violation was remedied to the satisfaction of RBEI.

(g) Amendment: Any part of this CSRTC may be amended by mutual consent of both the parties. This CSRTC shall be amended by written mutual consent of the Parties to this CSRTC.

(h) Arbitration: Any dispute and/or difference arising out of or pertaining to this CSRTC, shall first be resolved by the Parties through negotiations, failing which the same shall be subject to arbitration to be set up on mutual consent, to be settled by Arbitration in Bangalore in accordance with the Indian Arbitration And Conciliation Act, 1996 ("Act of 1996") by a sole arbitrator appointed as per the Act.

(i) Governing Law and Jurisdiction: This CSRTC shall be governed by the laws of India with Courts in Bangalore having jurisdiction to try any issues under this CSRTC.

Agreed and Accepted by:

Organization Name _____
("Organization") _____

Address: _____

Name : _____

Designation : _____

Place: _____

Date : _____

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