

For A Better Tomorrow – Nirmaan Memorandum of Understanding (MOU)

To

Mayur Patnala
General Secretary, Nirmaan
Hyderabad, AP, India

Subject: MOU between “For A Better Tomorrow” and Nirmaan

Project: Vocational Training Project

Objective of the engagement: This document is developed for the sole purpose to establish a common understanding with Nirmaan to ensure the expected support for the next twelve months is clearly defined. The following are terms of the agreement:

- ✓ For A Better Tomorrow (henceforth referred to as “Sponsor”) is happy to support Nirmaan with their reimbursable expenses over the next twelve months. Personnel expenses (Salary, etc.) will **not** be supported.
- ✓ The sponsor agrees to support annual expenses up to \$3,000 a year translating to approximately Rs.1,87,300 at the current dollar-rupee exchange rate. Refer to appendix for further details.
- ✓ Please note that **no** reimbursement will be paid directly to an individual or Nirmaan directly. The sponsor will **only** reimburse a merchant and/or a vendor upon successfully submitting an invoice to the sponsor in a timely manner. No reimbursement will be provided without an authenticated invoice.
- ✓ Upon successful submission of the invoice, the sponsor will reimburse the vendor either through check or via an online payment through a bank account. **Note:** The sponsor will issue checks in American dollars using a Chase checking account. This check clearance process may take up to 45 days to receive funds. The sponsor expects Nirmaan to notify the merchant(s) about the time it takes for checks to clear and ensure it meets their needs and expectations.
- ✓ If at any time during this engagement, if Nirmaan loses its FCRA or tax exempt status in India or if there are matters that require attention like governmental body finding, etc, the sponsor expects Nirmaan to notify them promptly within seven (7) business days.
- ✓ The sponsor plans to communicate the progress of the support to its donor base on a periodic basis. Nirmaan is expected to provide timely communication and necessary information not limiting to pictures, articles, etc. to assist the sponsor in raising the money for the effort.
- ✓ Nirmaan will identify a resource or liaison who will work directly with the sponsor’s contact initially identified as Ms. Anupama Vudaru, Mr. Lohit Venati and Mr. Imran Jalozie and provide all the necessary information to ensure the success of this engagement. Ms. Vudaru and other FBT representative (to be identified) are expected to be added to a special project oversight executive steering committee (ESC) to be established by Nirmaan. The charter for that council will be drafted, reviewed and approved by Board of Directors of Nirmaan and the sponsor.
- ✓ This engagement may be renewed on an annual basis upon on a mutual agreement between the two parties and contingent on the success of the engagement during the first year.
- ✓ The sponsor expects Nirmaan to provide a list of beneficiaries, their pictures, bios and success stories to the sponsor to ensure the sponsor can create transparency to its donor base.

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- ✓ Upon request Nirmaan would assist and aid with any audits required by the sponsor and/or sponsor's regulatory bodies. Such requests would require a 14 business day turn around. Nirmaan agrees to comply with the Service level agreement (SLA) identified above.
- ✓ Nirmaan validates that base expenses are not being reimbursed by another donor/sponsor to avoid duplication of funding.
- ✓ Nirmaan acknowledges that there are no conflicts of interest with the project beneficiaries who would benefit from this engagement. If such a conflict arises, it is incumbent on Nirmaan to disclose that to FBT within 14 business days.
- ✓ By signing this agreement, Nirmaan confirms the following:
 - There is no conflict of interest in the use of funds by Nirmaan's staff and Board of directors.
 - Maintain proper documentation (invoices, receipts, etc.) for all expenditures.
 - Return to FBT any unspent program funds.
 - Submit required documents, provide quarterly and/or annual reports for funded programs and return to FBT by established deadlines.
 - Understand that not meeting the MOU requirements or the criteria included in the ESC charter may jeopardize current and future funding.
 - Allow ESC and FBT to audit records to provide verification of information reported.
 - Comply with all appropriate local, state, or national laws and regulations regarding the use of funds provided through the partnership.
 - Participate in all evaluation activities required by respective governance authorities in India and USA.
 - Not use any of the funds from the partnership to support inherently religious, political, unethical activities such as religious instruction, worship, or proselytizing.
 - Not use any of the funds from the partnership to contract with another organization or non-profit receiving funds from Nirmaan without submitting a request to FBT.
 - Reimbursement for the above mentioned project expenses are not claimed under a different request with FBT or any other organization or foundation.
 - This MOU has been reviewed and approved by Nirmaan's Board and reflected in the meeting minutes for governance purposes.

The engagement period: **May 2015 through April 2016**
Maximum Financial Support: **\$ 3,000**
Frequency of reimbursement: **Based on the needs of the vendors of Nirmaan**
Effective date of engagement: **May 15, 2015**

By signing this agreement, the singer of the agreement (authorized representative) acknowledges to abide by the terms identified above. If the above terms are not met, either party can chose to discontinue this engagement by providing a 30 day notice to the other party.

Mayur Patnala, Executive Director
Nirmaan

Mandava Rao, Treasurer
For A Better Tomorrow

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Appendix

Vendor Details:

Item Description	Total Cost (in Rs.)	Vendor Name	Comments	Total Price (in USD.)*
T Shirts (400)	₹ 60,000	Zeon Gifts		\$ 941
Id Card + Tag + Folder + Notebook + Pen (400)	₹ 12,800	Sri Sai Ram Book Depot		\$ 201
Placements Cubicle (Chair + Cabin + Desk), Shoe Racks & Computer Platform	₹ 90,000	Sri Lakshmi Woodworks	Plywood work by carpenter	\$ 1,412
Projector (Dell)	₹ 24,500	Vishal Peripherals		\$ 384
Total Reimbursement Requested	₹ 187,300			\$ 2,938
<i>* USD-Rupee conversion on May 6th at Rs. 63.76 per dollar</i>				

Calendar of expenses:

Expense Category	June '15	Sept '15	Dec '15	Mar '16	Annual Amount
On the Job Training	₹18,200.00	₹18,200.00	₹18,200.00	₹18,200.00	₹72,800.00
Carpentry works	₹90,000.00	-	-	-	₹90,000.00
Projector	₹24,500.00	-	-	-	₹24,500.00
Total	₹132,700.00	₹18,200.00	₹18,200.00	₹18,200.00	₹187,300.00