
Hyundai Motor India Engineering Private Limited
Policy on Corporate Social Responsibility

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Policy on Corporate Social Responsibility

Preamble

Section 135 of Companies Act, 2013 mandates every company having a net worth of Rs. 500 Crore or more or turnover of Rs. 1,000 Crore or more or a net profit of Rs. 5 Crore or more during the immediately preceding financial year shall constitute a Corporate Social Responsibility (CSR) Committee and the CSR Committee is responsible for formulating Company's CSR policy and monitoring the CSR programs and their performance. And the Board of Directors of every such company, shall ensure that the company spends, in every financial year, at least two per cent of the average net profits of the company made during the three immediately preceding financial years in pursuance of its Corporate Social Responsibility Policy.

Short title and applicability

This policy, which encompasses the Company's philosophy for outlining its responsibility as a corporate citizen and lays down the guidelines and mechanism for undertaking socially useful programs for welfare & sustainable development of the community at large, is titled as the **'HMIE CSR Policy'**.

This policy shall apply to all CSR initiatives and activities taken up at the various work-centers and locations of HMIE, for the benefit of different segments of the Society, and as identified under Schedule VII of the Companies Act, 2013 namely the deprived, under privileged and differently abled persons.

This Policy shall be read in line with Section 135 of the Companies Act 2013, Companies (Corporate Social Responsibility Policy) Rules, 2014 and such other rules, regulations, circulars, and notifications (collectively referred hereinafter as 'Regulations') as may be applicable and as amended from time to time.

CSR - Vision Statement & Objective

In alignment with the vision of the Company, HMIE, through its CSR initiatives, will continue to enhance value and positively impact to support both the environment and the society / community in which it operates, through its services, conduct & initiatives, so as to promote sustained growth for the society and empowerment of the community, in fulfillment of its role as a Socially Responsible Corporate, with environmental and social concern.

Objectives of the HMIE CSR Policy is to:

- Ensure an increased commitment at all levels in the organization, to operate its business in an economically, socially & environmentally sustainable manner, while recognizing the interests of all its stakeholders.
- To directly or through implementing agencies take up programs that benefit the communities in & around the areas where the company operates in India and over a period of time, in enhancing the quality of life especially the underprivileged, and wherever possible, interact with identified NGOs and augment their efforts in this direction for overall well-being of the local populace.
- To generate, through its CSR initiatives, a community goodwill for HMIE and help reinforce a positive & socially responsible image to HMIE as a corporate entity.

Resources

For achieving its CSR objectives through implementation of meaningful and sustainable CSR programs, HMIE shall allocate at least 2% of the average net profit out of India operations for the preceding three financial years as its Annual CSR Budget.

Identification of thrust areas and strategic initiatives

For the purpose of focusing its CSR efforts in a continued and effective manner, the following seven thrust areas have been identified:

- a. Preventive healthcare / medical facility;
- b. Education / literacy enhancement;
- c. Community development & Orphanage;
- d. Environmental sustainability/ Protection/ Horticulture;
- e. Skill development / empowerment;
- f. Drinking water / sanitation;
- g. Sports & games;
- h. Infrastructure Development; and
- i. Other items as prescribed under the Companies Act, 2013 from time to time

As a guidance to distribute annual CSR Expenditure amongst the seven thrust areas, an indicative list, as below, has been suggested. However, the actual distribution of expenditure among these thrust areas will depend upon the local needs as may be determined by the need identification studies.

- (a) Contribution towards promoting preventive healthcare: viz., public health activities focused on prevention of diseases and promotion of good health, strengthening of health systems, etc.,
- (b) Skill Development: To support the National Skill Development and help Industries to move to a virtuous circle of higher productivity, employment, income growth, enhance employability and development
- (c) Education: To improve literacy/education programs / courses offered by educational institutes and Universities by participating in various Government schemes and initiatives through implementing agencies/ Corporates / NGOs/ Government Bodies
- (d) Sports: Training to promote nationally recognized sports and Olympic sports for National and International level participation
- (e) Eradicating hunger and malnutrition: To support hygienic food systems, transport and to deliver sufficient and nutritious food for economically poor children in schools run by State / Central Government / NGOs and for the destitute and underprivileged.

Implementation

1. CSR programs will be undertaken majorly at the Head Office and by various work centers to the best possible extent within the defined ambit of the identified 'Thrust areas'.
2. The period / duration over which a particular program will be spread, will depend on its nature, extent of coverage and the intended purpose of the program to be met immediately.
3. Programs that involve considerable financial commitment and which are undertaken on a timeframe exceeding one financial year, will be considered as 'flagship programs' and accorded enhanced significance.
4. Largely, it may be ensured that at least 60% of the CSR programs are executed in and around the areas where HMIE and its work centers operate.
5. Initiatives of State Governments, District Administration, Local Administration as well as Central Government Departments, Agencies, Self-help groups, etc., would be jointly synergized with the initiatives taken by HMIE that would enhance corporate branding in the community.
6. Project activities identified by HMIE under CSR are to be implemented by specialized agencies having the CSR Registration number, which could include - voluntary organizations, formal / informal elected local bodies such as Panchayats, Institutes / Academic Institutions, Hospitals, Trusts, Societies, Self-help groups, Government / Semi-Government / Autonomous organizations, Mahila Mandals, Professional Consultancy Organizations, Educational and Training Institutes etc.
7. The process of implementation of CSR programs will involve the following steps:

Internal Monitoring Systems

The CSR Working Group shall maintain an oversight into CSR programs identified and initiated by HMIE. The Working Group shall submit its report to the Managing Director through the Company Secretary. The Managing Director shall place such report, along with his recommendations to the CSR Committee. Based on the recommendations of the CSR Committee, the Board of Directors shall approve the implementation plan/ project and the budget.

The Board shall also be empowered to make modifications, if any, for smooth implementation of the project(s) within the overall time period, subject to recommendations from the CSR Committee.

Criterion for identifying Executing agency

While identifying programs, CSR Working Group will identify a professional external agency who can execute the said program. In case of program execution by NGOs / Voluntary Organizations, the following minimum criteria are to be met:

- a. The NGOs/ Voluntary Organizations has a permanent office / address in India;
- b. The NGO is a registered entity under the applicable laws;
- c. Possesses a Valid CSR registration number;
- d. Possesses a valid Income-tax Exemption certificate; and
- e. The antecedents of the NGO / agency are verifiable / subject to confirmation.
- f. Established history of 3 years in undertaking similar programs / projects.

Monitoring and feedback

Implementation of this policy will be monitored and reviewed periodically through a three- tier structure comprising of CSR Working Group/Company Secretary, CSR Committee and the Board of Directors.

Composition of the CSR Committee is as follows

1. Mr. Chang Yeon Cho, Chairman of the CSR Committee
2. Mr. Sanghyun Jang, Member
3. Ms. Seul Gu, Member

Role of CSR Working Group

- a) CSR Working Group is an internal group of members consisting of interested /nominated / elected employees.
- b) CSR Working Group shall prepare the need assessment report within the contours of the CSR Policy and Guidelines.

- c) The assessment report shall contain the details of the Implementing agency along with the due diligence report and the detailed project proposal.
- d) CSR Working Group shall act as a support Group to Company Secretary/CSR Committee / Board of Directors and shall be responsible for implementation of CSR projects.
- e) CSR Working Group may identify such locations to carry out CSR activities and mention the same in its report. Any ad hoc proposals may be included by the CSR Working Group for necessary approvals before disbursement of the CSR Funds.
- f) CSR Working Group shall review the focus areas from time to time & make additions or deletions, based on the priorities for each year.
- g) CSR Working Group can execute the activities by itself or through an Implementing Agency, which has a minimum of 3 years of experience in the relevant CSR activities.
- h) Internal GAR Approval must be obtained for each of the CSR Activities to be proposed.

Monitoring and Reporting Mechanisms

- The Management will cause to conduct inspections on a periodical basis, through CSR working group committee, independent professional third parties / professional institutions/ auditors.
- CSR initiatives of the Company will also be reported in the Annual Report of the Company as per the Companies Act, 2013.

The effective monitoring and implementation of the project with reference to the approved timelines and year-wise allocation shall be certified by the CFO for information of the Board,



on annual basis.

Due Diligence of Implementing Agency:

Implementing a Corporate Social Responsibility (CSR) project requires a thorough due diligence process to ensure the project's effectiveness, sustainability, and alignment with the organization's goals. Here's a step-by-step guide to help you prepare a due diligence process for implementing an agency for a CSR project:

1. Define project objectives: Clearly articulate the objectives and expected outcomes of the CSR project. This will serve as the foundation for evaluating potential implementing agencies.
2. Identify potential implementing agencies: Research and identify potential implementing agencies that have the necessary expertise, experience, and resources to carry out the project effectively. Consider their track record, reputation, and alignment with your organization's values.
3. Conduct initial screening: Develop a screening questionnaire or checklist to assess potential implementing agencies. Include criteria such as organizational capacity, relevant experience, financial stability, legal compliance, and ability to meet project requirements.
4. Request information and proposals: Request detailed information and proposals from shortlisted agencies. Ask for their organizational profiles, past project experience, team structure, methodology, timelines, budgets, and any other relevant information.
5. Review proposals: Evaluate the proposals received based on predetermined criteria and project objectives. Assess the agency's understanding of the project, alignment with your organization's goals, feasibility, and cost-effectiveness.
6. Conduct background checks: Perform comprehensive background checks on the shortlisted agencies. Verify their legal compliance, financial stability, reputation, and any potential conflicts of interest. You may also consider contacting their previous clients for references.
7. Site visits and interviews: undertake site visits and/or arrange conduct interviews with the shortlisted agencies. This will allow you to assess their infrastructure, operational capabilities, team dynamics, and their ability to deliver the desired outcomes.
8. Evaluate financial stability: Assess the financial stability of the potential implementing agencies by reviewing their audited financial statements, annual reports, and any other financial documents. Ensure that they have the necessary financial resources to execute the project.
9. Assess risk management capabilities: Evaluate the potential implementing agencies' risk management systems and their ability to identify and mitigate project risks. Look for evidence of proactive risk management and contingency planning.

10. Evaluate monitoring and evaluation mechanisms: Review the agencies' monitoring and evaluation frameworks. Assess their ability to measure and report on the project's progress, impact, and sustainability. Consider their data collection, analysis, and reporting capabilities.
11. Consider stakeholder engagement: Evaluate how the potential implementing agencies involve stakeholders such as local communities, government authorities, and other relevant parties. Look for evidence of their ability to build partnerships and engage stakeholders effectively.
12. Make a final selection: Based on the evaluation of the proposals, background checks, site visits, and interviews, select the implementing agency that best aligns with your organization's goals, has the required capacity, and demonstrates a strong track record.
13. Formalize the agreement: Once the implementing agency is selected, negotiate and formalize a detailed agreement that outlines project objectives, scope, deliverables, timelines, financial terms, monitoring and evaluation mechanisms, and reporting requirements.
14. Monitor and evaluate: Continuously monitor the implementing agency's progress, adherence to project timelines, and achievement of desired outcomes. Conduct regular evaluations to assess the project's effectiveness and make adjustments as necessary. CSR Working Group should conduct periodic visits to sites for physical verification and invoice details to be collected periodically.
15. Track and Review: Track the amounts in the utilization report vis a vis the amounts actually spent by the Agency/NGOs. Review and compare Utilization report with the Actuals for all Agency/NGOs. Review the purchase of assets/equipment's originally agreed upon with the Agency/NGOs and ensure the purchases are not beyond the defined scope.
16. Funds Utilization: Review the purchase of assets and proper utilization of funds sanctioned to Agency/NGOs before the end of each financial year.

This process may vary based on the specific requirements and scale of the CSR project. It's essential to tailor the due diligence process to meet organization's needs and ensure the success of the project.

a) Responsibilities of the Implementing Agency:

1. Submit Project Proposal [Format #1] inline to HMIE CSR Theme along with all relevant details.
2. Understand and follow Memorandum of Agreement.
3. Agency/NGO can propose the activities, upon approval from the CSR Working Group, execution can be carried out.

4. Only CSR Working Group approved quotations shall proceed for the execution of the works. Such approval can be secured via Emails marked to CSR Working Group Members.
5. CSR Working Group should clearly define timelines with the NGOs/Agency for transfer of grants to ensure that the funds reach them in a timely manner.
6. For any payment in advance or to be paid for activities, all have to be furnished by the agency with all relevant documentation [Invoice, receipts, etc]
7. In case of any deviations from Project Proposal and actual implementation, formal approval must be obtained from CSR Working Group.
8. Submit Monthly/Quarterly Progress Report to HMIE.
9. For all purchases under project quotations from 3 vendors need to be obtained for all parts/services where Unit cost is more than Rs. 10,000 or total Value is more than Rs. 1 Lakhs.
10. Prepare all necessary details for periodical review and inspection by HMIE.
11. Submit Project Impact Report with final outcome and results of activities.
12. Submit Utilization Certificate from Certified Chartered Accountant.

b) Activities through Volunteers from within the company:

- (i) CSR committee can invite volunteers within the company to support the execution process.
- (ii) Certain guidelines to be followed for identifying & execution of the projects:

a. Permissible Clause:

- i. Transportation: Can be reimbursed at actuals [Encourage to go in a group rather than on an individual basis].
- ii. Food Expenses: as per company policy shall be reimbursed.
- iii. Accommodation: Eligible to get reimburses accommodation expenses as appropriate for the activity to stay night. Mandatory to stay in twin sharing [Except gender parity]
- iv. On duty: Based on the need, activities can be planned on a working day or non-working day subject to the approval of the immediate approving authority.

b. Non- Permissible Clause:

- i. Daily Allowance: For carrying out any CSR activity on On-duty mode, members are not entitled to the daily allowance. Daily Allowance will be granted for Business Trips for carrying out CSR activities.
- ii. Holiday working: CSR Working Group members will not be entitled to compensatory off for carrying out CSR activities during Saturdays and Holidays.

General

- (i) The administrative overheads towards CSR shall not exceed 5% of the total CSR expenditure for the financial year.
- (ii) Any surplus arising out of the CSR activities shall not form part of the business profit of the company and shall be ploughed back into the same project or shall be transferred to the Unspent CSR Account and spent as per procedures laid down in Section 135 read with Schedule VII and Rules Thereto under the Companies Act, 2013 (as amended from time to time).
- (iii) If the CSR spends during a financial year exceeds its CSR obligations, the excess amount may be set off against the CSR obligations of immediately succeeding 3 financial years.
- (iv) Auditing Process: CSR implementation will be audited by Secretarial Auditors (yearly) and any other internal Audit as may be required from Finance from time to time and subsequent reporting to Management.

Notes

In case of any clarification regarding any provision of the policy and in respect of matters not covered herein, a reference to be made to the Company Secretary (IHoD - Legal & Secretarial). In all such matters, the interpretation and decision of the Managing Director shall be final.

Any or all the provisions of the CSR Policy would be subject to revision / amendment in accordance with the guidelines on the subject as may be issued from Government, from time to time.

The Company and the CSR Committee reserve the right to modify, cancel, add, or amend any of these Rules.

Formats and Templates

- a. # Format 1 : CSR questionnaire
- b. # Format 2 : Memorandum Understanding

CSR questionnaire - SCHOOLS				Format-1
Project:				
Date:				
Time:				
Name of principal				
Mobile No.				
S.No	Particulars	Input		
1	Name of the School.			
2	Full Address / Place/ Mandal.			
3	Distance from Project/ Office			
4	Category of School			
5	No. of Students.	Girls -		
		Boys -		
6	No. of Staff. Teaching/Non Teaching:			
7	Infrastructure Available at School.	Requirements & Timelines.		
	Toilets			
	Library			
	Books			
	Tables			
	Chairs			
	Black Board			
	Lab			
	Equipments			
	Play Ground			
	Compound Wall			
	water tank			
	flooring			
	painting			
	kitchen utensils			
	Carpet			
8	No. of Class Rooms:			
9	Suggestions & Request Letter.			
10	Remarks.			
		Signature		

CORPORATE SOCIAL RESPONSIBILITY MOU

This Corporate Social Responsibility MOU ("MoU") is made on, _____] at _____, to be effective from [_____] (hereinafter referred to as the "Effective Date") by and between:

Hyundai Motor India Engineering Private Limited a company incorporated under the Companies Act, 1956 under CIN No. U50103TG2006PTC073037 and having its Registered Office at Survey No.5/2 & 5/3, Opp. Hitech City Railway Station, Izzathnagar, Lingampally Mandal, Ranga Reddy District, Hyderabad-500 084, Telangana, India") represented herein by Mr. P.K. Raman Sai, Head – CS& HOD- Legal & Secretarial, hereinafter referred to as "HMIE", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees) of "First Party";

AND

_____, an NGO registered under Societies Registration Act and an eligible NGO as per Companies Act, 2013 with CSR No. _____ having its registered office/place of business at _____ and represented by its Authorized Signatory Mr./Mrs. _____ hereinafter referred to as "_____", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the Second Party;

RECITALS

- A. Whereas pursuant to Section 135 of the Companies Act, 2013 ("Act") read with the Companies (Corporate Social Responsibility Policy) Rules, 2014 ("Rules") the First Party has formed a CSR committee in terms of Section 135 of the Act, ("CSR Committee") to: (i) formulate and amend, from time to time, the CSR Policy; (ii) recommend and undertake such CSR Activities as prescribed in Schedule VII to the Act and as approved by the CSR Committee and Board of Directors of the First Party; (iii) prepare and recommend the amount of expenditure required to be incurred on CSR Activities; (iv) monitor the CSR Policy and implementation of CSR Activities in terms of; and (v) prepare and submit reports on the progress of CSR Activities.
- B. The First Party is engaged in the business of automotive engineering & support services and desirous of engaging the eligible NGOs for undertaking CSR works as per CSR policy and provision of Companies Act, 2013 and CSR rules stated thereunder and amended from time to time.
- c.
- C. The Second Party is an Eligible NGO's having relevant registrations as stipulated under applicable enactments and is having relevant track record and experience in undertaking CSR Activities and will to associate with First Party and ready to provide CSR related services as per the terms and conditions envisaged below in this MOU.
- d.
- D. The First Party and the Second Party shall hereinafter individually be referred to as a "Party" and collectively as the "Parties".

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. REPRESENTATIONS AND WARRANTIES

The Second Party represents and warrants that:

It is an established legally constituted NGO in accordance with all Applicable Laws having valid registrations, certificates, permissions, sanctions, licenses, approvals, renewals etc. in accordance with all Applicable Laws, for developing, implementing, executing, conducting, coordinating and carrying out CSR Activities. It has the necessary experience, expertise and established track record for undertaking CSR obligation in compliance with the provisions of the Act, as amended from time to time.

It possesses the ability to perform its obligations and responsibilities under this Agreement in accordance with the terms and conditions contained herein

2. INSTRUCTIONS TO & OBLIGATIONS OF SECOND PARTY

The Second Party shall identify, implement, execute, conduct, coordinate and carry out, from time to time, one or more project(s) as per Schedule VII - CSR Activities in accordance with this Companies Act, 2013 and rules thereunder amended from time to time.

First Party shall under the CSR Policy, provide Funding to the Second Party for developing, implementing, executing, conducting, coordinating and carrying out one or more Project in accordance with this Agreement and the instructions and directions issued by First Party from time to time.

Any Funding for a Project shall be utilized in an efficient and judicious manner and only for the objective for which the Funding is given and such Funding shall not be diverted, transferred or used for any other purpose without the prior written consent of First Party. Further, Second Party shall not use more the 5% of the Funding amount towards administrative cost and expense.

3. DUE DILIGENCE

Prior to the execution of this MOU or Agreement the Second Party shall submit copies of the documents and/or information specified by the First Party as required under the applicable laws to establish that they are eligible NGO to undertake CSR activities. In the event of any subsequent modification, amendment, addition, deletion etc. in the documents and/or information provided by the Second Party, they shall immediately inform in writing First Party about such subsequent modification, amendment, addition, deletion etc. along with a valid supporting document as evidence to such modification, addition or deletion to the original document/information provided.

4. ACCOUNTS

The Second Party in compliance of rules and regulations shall maintain books and accounts at all times during the term of this Agreement or earlier termination thereof also maintain such documentary accounts in connection with utilization of the CSR amount towards the CSR activities. Any claim for reimbursement by the Second Party shall be accompanied with all underlying and supporting documents to the satisfaction of the First Party.

5. STAFF AND PERSONNEL

The Second Party shall only engage qualified and skilled staff, personnel, employees, agents and any persons, associations, institutions etc. The Second Party shall be fully responsible for their salaries and payments. The Second Party shall be responsible for all acts and omissions of its staff, personnel, employees, agents and any persons, associations, institutions etc. engaged by the Second Party whether or not in the course of implementing the Project. This Agreement shall not be construed as creating a relationship of employer and employee between the First Party and any staff, personnel, employees, agents and any persons, associations, institutions etc. engaged by the Second Party whether or not in the course of implementing the Project.

6. REMEDIES

Notwithstanding anything else contained in this Agreement if the Second Party fails to comply with the terms and conditions of this Agreement, then First Party shall terminate this Agreement and/or to avail all such legal remedies as may be available to First Party under Applicable Law. First Party is entitled to withhold payment to the Second Party's failure in the event of Second Party fails to perform its obligations in full or in part in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to preclude either Party from seeking provisional remedies, including, but not limited to temporary restraining orders and preliminary injunctions, from any court of competent jurisdiction.

7. TERMINATION

Both the parties shall be entitled to terminate this Agreement at any time during the Term without cause, by giving 30 (thirty) days written notice to the other. However, if the Second Party terminates the Agreement, the Second Party would still be bound to complete its obligations for all of the CSR Activities undertaken by it under this Agreement and Second Party will complete all the identified or ongoing project activities and finalize and spend the funds allocated to it under this Agreement by the First Party.

8. CONFIDENTIALITY

The existence, nature, terms and conditions of this Agreement shall not be disclosed by the Second party in any manner or form, directly or indirectly, to any person or entity under any circumstances without the prior written consent of First Party, except in accordance or in compliance with any Government Acts. Any press releases in respect of the CSR Activities, Funding or this Agreement shall only be made with prior written consent of the First Party.

9. CONFIDENTIAL INFORMATION

"Confidential Information" shall mean any technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. The Second Party shall not disclose any Confidential Information related to this agreement to any other third party except with the prior consent of First Party and for the purpose of or in connection with the performance of its obligations under this Agreement, as required by Applicable Laws or Where such Confidential Information can be demonstrated to have been in the public domain at the time of the disclosure, without any breach of this Agreement.

10. FORCE MAJEURE

"Force Majeure Event" means any unforeseeable acts of God or nature, actions of any governmental authority, terrorism, war, sabotage, explosion, epidemic or any other such catastrophe beyond the control of the affected Party which prevents its performance of any material obligation under this Agreement. If the performance of the Agreement by either Party is delayed, hindered or prevented or is otherwise frustrated by reason of a Force Majeure Event, then the Party so affected shall promptly notify the other Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the Agreement. From the date of such notification, ... shall in its sole discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 (six) months.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior negotiations, discussions and understanding between the Parties concerning such subject matter, whether written or oral.

12. AMENDMENT

No amendment, modification, alteration or enlargement of this Agreement or its Schedules shall be valid or binding unless it is in writing and signed by the duly authorized representatives of the Parties.

13. SEVERABILITY

If any court of competent jurisdiction or other competent authority holds that any provision of this Agreement is invalid or unenforceable for any reason then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired, and all remaining terms of this Agreement shall remain in full force and effect.

14. WAIVER

The failure of either Party to enforce at any time, or for any period of time, the terms and conditions contained herein shall not be construed to be waiver of any of the terms and conditions or of the right to enforce each and every term and condition of this Agreement.

15. RELATIONSHIP

The relationship betweenand the Second Party is on a principal-to-principal basis. Nothing contained in this Agreement shall be construed as having an effect of constituting a relationship of employer and employee or principal and agent between first party and the Second Party.

16. ASSIGNMENT

The Second Party shall not assign this Agreement or any of its rights or obligations under this Agreement without obtaining the prior written consent of first party. Where any assignment of any of the Second Party's rights or obligations under this Agreement has been permitted by first party, the Second Party shall remain responsible for the acts and omissions of any assignee under any such assignment. Any purported assignment by the Second Party that is not in accordance with this clause shall be null and void. All the provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the Parties to this Agreement, their successors and permitted assigns.

17. SURVIVAL

Any provision of this Agreement which creates any rights or imposes any obligation after the expiry or earlier termination of this Agreement shall survive the expiry or earlier termination of this Agreement.

18. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed exclusively by, and shall be construed and enforced in accordance with the laws of India. In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise their best efforts to amicably resolve the same. Any dispute or controversy arising out of or relating to this Agreement which is not resolved amicably shall be referred to arbitration by a sole arbitrator, to be mutually appointed by the Parties, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended. The seat of the arbitrator shall be at Hyderabad, India. The arbitration shall be conducted in English language only. The decision of the arbitrator shall be final and binding on the Parties. Subject to the above, the Parties hereby submit

to the exclusive jurisdiction of the Courts at Hyderabad, Telangana, India for purposes of obtaining interim relief or enforcing any award passed by the sole arbitrator.

IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE HANDS OF THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN:

For HYUNDAI MOTOR INDIA ENGINEERING PVT. LTD.

By : _____

Name : P.K. Raman Sai

Title : CS & HOD-Legal & Secretarial

Date :

For NGO

By : _____

Name : _____

Title : _____

Date :

Information related to CSR activities

1. Effective Date of the Project

2. Term of the Project

3. Addresses & other Contact Details

Details of First Party for purposes of clause 20 (Notices):

Address:

Attention:

E-mail Id:

Contact Person for purposes of Project implementation:

Details of Second Party for purposes of clause 20 (Notices):

Address:

Attention:

4. CSR Activities

5. Project Description

6. Geographic Area

7. Project Objectives

8. Funding Details

9. Disbursement of Funding

Documents required to be submitted prior to execution of the Agreement:

1. Permanent Account Number ("PAN")

3. MCA Registration and CSR No.

4. Income Tax Registration No.

Obligations of the NGO

Attendance register of staff/ bio metric
 Collect a copy of Bank Statement of NGO reflecting payments made staff.
 Attendance Register of staff.
 Training report/ Photos/ feedback forms from attendees.
 Break up of Administration cost.

Collect a copy of the Log book for the vehicle trips undertaken every day and cross verify with vehicle meter.
 Collect weekly report containing no. of animals rescued, nature of rescue, equipment used along with photos and location of rescue.
 Payment of salaries staff & 'fuel bills.
 Statutory deductions towards ESI & PF.
 Attendance Register of staff.
 Break up of Administration cost.
 Mark the assets with no. for tracking and register of issue and deposit of assets.

Collect a copy of Bank Statement of NGO reflecting payments made staff.
 Attendance Register of staff.
 Rent receipts
 Break up of Administration cost.

Asset register – in and out- issue and deposit register.
 Asset markings for identification
 Invoice for purchases
 Vendor payment ledger
 Monthly report for usage of equipment
 Training report/photos/feedback forms from attendees.

Renovation photos and vendor bills
 Break up of Administration cost.

School fee receipts
 Collect a copy of Bank Statement of NGO reflecting payments made staff.
 Attendance Register of staff.

Asset register – in and out- issue and deposit register.
 Asset markings for identification
 Invoice for purchases
 Vendor payment ledger
 Monthly report for usage of equipment
 Training report/photos/feedback forms from attendees.

Collect a copy fee receipts.
 Attendance Register of children.
 Invoices for the procurement of supplementary nutrition kits for 75 children.
 Break up of Administration cost.

Invoices from vendors
 Utilization certificate along with auditor certificate.

Vetting of project and all credentials and supporting documents should be verified before the same is included in the proposed list.
 Working committee should short list the proposal and balance proposals should be kept as standby to accommodate last moment changes.
 All proposals to be freeze on or before 30th Sept and CSR Funds to be spent before 31st January each year.
 Any balances CSR Funds that remain unspent should be diverted to other proposals which are not short listed.