

Partnership Agreement

1. Terms Of Agreement ("Agreement")

- 1.1. The Buwan Kothi International Trust, registered as a charity in the United Kingdom [henceforth BKIT (UK)] and Buwan Kothi International Trust (India) [henceforth BKIT (India)], registered as a charity in the Republic of India [the "Parties"] hereby agree to work together to build and maintain the Gilly Singh Mundy Memorial Institute, as more specifically defined in the attached Scope of Work [the "Project"].
- 1.2. This Agreement sets out the terms on which BKIT (UK) and BKIT (India) will work together.
- 1.3. Nothing in this agreement creates the relationship of legal partnership between the Parties. These terms and conditions contain the entire agreement between the Parties.
- 1.4. This Agreement shall be governed by the laws of England and Wales and subject to its courts.

2. General agreement

- 2.1. The Project will be delivered by BKIT (India). BKIT (UK) will provide grant funding towards the costs of the Project and an advisory role in its delivery.
- 2.2. BKIT (India) agrees to comply with BKIT (UK)'s General Conditions of Grant Aid [Appendix 2] and any conditions that may from time to time be attached to any grant made by BKIT (UK).
- 2.3. BKIT (India) will acknowledge the financial support provided by BKIT (UK) for the Project.
- 2.4. As the work of the Project proceeds, each Party may pursue their other activities as they see fit.
- 2.5. This agreement shall become effective on the date of execution by the last executing Party.

3. Reporting

- 3.1. The Parties will annually prepare and distribute to the public a joint report that describes the results of their work together. Within this report, the Parties will set out what (if any) new activities they intend to pursue in the next twelve months. Each will jointly release the public report after review and agreement.
- 3.2. In order for the Parties to work effectively, it will be necessary for BKIT (India) to disclose certain information to BKIT (UK). This includes
 - 3.2.1. Full financial disclosure of expenditure incurred in the delivery of the Project.
 - 3.2.2. Details of business plans, financial projections and budgets.
 - 3.2.3. Demographic information on the general intake of students.
 - 3.2.4. Information on the recruitment and employment of teaching staff.
 - 3.2.5. Information on income generation, including details of fees charged.
 - 3.2.6. Information on the number of subsidised school places.

4. Confidentiality

- 4.1. BKIT (UK) agrees that all information identified by BKIT (India) at the time of disclosure as confidential will remain confidential and will not be disclosed without the written permission of BKIT (India) or used by BKIT (UK) other than in connection with this Project, subject to the additional conditions contained in paragraph 4.3.
- 4.2. This confidentiality obligation shall remain in place until BKIT (India) informs BKIT (UK) in writing that the information is no longer confidential.
- 4.3. BKIT (UK)'s obligation to maintain the confidentiality of information identified by BKIT (India) at the time of disclosure as confidential will not apply if such information:
 - 4.3.1. Is publicly known;
 - 4.3.2. Is provided to BKIT (UK) by a third party; or
 - 4.3.3. Is discovered independently by BKIT (UK)
- 4.4. BKIT (UK) agrees to:
 - 4.4.1. Protect and prevent disclosures of the confidential information;
 - 4.4.2. Exercise at a minimum the same care they would exercise to protect their own confidential information; and

4.4.3. Not use, reproduce, distribute, disclose or otherwise disseminate the confidential information except as authorised by BKIT (India) to undertake the Project.

4.5. In no event shall BKIT (UK) exercise less than a reasonable standard of care to keep confidential the confidential information. This confidentiality obligation shall not apply to information that is required by law to be publicly disclosed, provided that BKIT (UK) gives BKIT (India) prompt notice of any such legal request so that BKIT (India) may enter objections and/or defences to such disclosure.

5. Third parties

5.1. The Parties agree that any agents, vendors, or contractors used by BKIT (India), or any other such parties used in connection with the Project, will be required to comply with this Agreement. BKIT (India) agrees to:

- 5.1.1. Provide these parties with a copy of this Agreement and advise them that they are required to comply with it;
- 5.1.2. Take reasonable efforts to enforce such parties' compliance with the Agreement's provisions; and
- 5.1.3. Promptly inform BKIT (UK) if BKIT (India) has reason to believe or becomes aware that any such party is not complying with the Agreement's provisions.

ACCEPTED AND AGREED TO:

BKIT (UK)

TRUSTEE NAME	_____	SIGNATURE	_____
TRUSTEE NAME	_____	SIGNATURE	_____
AGREED ON	_____	(DATE)	_____

BKIT (INDIA)

TRUSTEE NAME	_____	SIGNATURE	_____
TRUSTEE NAME	_____	SIGNATURE	_____
AGREED ON	_____	(DATE)	_____

Scope of Work

Construction of the Gilly Mundy Memorial Institute

- The sound construction of foundations, structure and roofing of the buildings within the site, according to the agreed surveyor's plans.
- Sound finishing of flooring and interior and exterior wall surfaces, with due consideration given to safety in the future use of the buildings by students and local people.
- The provision of adequate drainage, sewage, electrical supply and clean water for all buildings.
- Inclusion of adequate toilet facilities for all students.
- The completion of exterior paths, roadways and landscaping that are both safe and reflect the value placed by both Parties in the reputation of the Institute

Management of the Gilly Mundy Memorial Institute

- The overall management and maintenance of the buildings making up the Memorial Institute.

Management of the Gilly Mundy Memorial Community School

- The recruitment of a senior member of staff to provide the Institute with leadership and continuity
- The recruitment of trained teachers and teaching assistants.
- The establishment and delivery of a quality curriculum.
- The recruitment of sufficient numbers of children on an annual basis to ensure that the school remains viable.
- The setting of school fees to maximise the number of students receiving subsidised places, within the limits of maintaining sufficient income to ensure the school's sustainability.

Appendix 2

Buwan Kothi International Trust's General Conditions of Grant Aid

Introduction

1. Buwan Kothi International Trust has an obligation under UK charity law to ensure that any funds it receives are used for the charitable purposes.
2. Buwan Kothi International Trust also has a responsibility to ensure that any activity it funds is properly and effectively conducted. This includes the operation of appropriate management, employment and financial policies and practices.
3. In this context Buwan Kothi International Trust operates the following Conditions of Grant Aid.

General

4. Any funded organisation must operate within and/or for the benefit of local people of Haryana in India.
5. Any funded organisation must be non-profit making. Any excess income generated by the organisation must be used for the benefit of the community it serves, in line with its aims and objectives. A realistic and open policy with regard to reserves will be expected to be in place.
6. Any funded organisation must be non-party political. Its funds must not be used to pay for publicity that appears to support any political party.
7. Any funded organisation must take positive steps to involve local people in Haryana in its management and activities.
8. Any funded organisation must have a business plan which will guide the organisation's development over a minimum period of 2-3 years.
9. Any funded organisation must acknowledge Buwan Kothi International Trust financial assistance in any literature and publicity.

Use of the Grant

10. A funded organisation must proceed in accordance with a formally agreed Scope of Work within a signed Partnership Agreement.

11. A grant must be spent only on the items of expenditure for which it was approved by Buwan Kothi International Trust.
12. Buwan Kothi International Trust must be permitted to inspect the workings of a funded organisation and/or any funded project and its accounts and such other records as may be required at all reasonable times.

Employment Practices

13. A funded organisation must satisfy Buwan Kothi International Trust that it operates fair employment practices
14. All employees of a funded organisation must be issued with a Contract of Employment, a Job Description, a written Grievance and Disciplinary Procedure and a written Equal Opportunities Statement.
15. All employees of a funded organisation must be informed of their right to belong to a Trades Union.
16. A funded organisation must comply with all relevant local employment legislation.

Financial Procedures

17. A funded organisation must satisfy Buwan Kothi International Trust that proper financial accounting systems have been established and are being maintained.
18. A funded organisation is required to produce annual financial accounts for all income and expenditure. Such accounts must include specific information to show how Buwan Kothi International Trust's grant aid has been used. Buwan Kothi International Trust must receive these accounts within six months of the end of a funded organisation's financial year.
19. A funded organisation must have a bank account in its name. At least two members of its Board or Management Committee must be signatories and each cheque must have at least two signatories.

Transparency and Accountability

20. A funded organisation must comply with the terms of Buwan Kothi International Trust's Transparency and Accountability statement.

Failure to Comply with Conditions

21. In the event of a funded organisation failing to comply with any of the above conditions, Buwan Kothi International reserves the right to withdraw the grant aid and, if appropriate, to demand repayment in part or in full and reject future requests for Buwan Kothi International Trust funding.

Review

22. The contents of this document will be reviewed on a regular basis.