



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** is for partnering with National Institute of Technology Manipur to promote education ("MoU") is entered into this July 15th, 2025, by and between:

Shraman Foundation, a not for profit family foundation incorporated under the laws of Texas, the United States of America – 501 (c) (3) of IRS having its registered office at 5930 Royal Ln, Ste E, PMB Box 108, Dallas, TX 75230 (hereinafter referred to as "**Shraman**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its project director and managers.

AND

National Institute of Technology Manipur (NIT Manipur or NITMN) is an Institute of National Importance situated in Imphal, Manipur, India. It is one of the 31 National Institutes of Technology in India. NIT Manipur started its first academic session in 2010. The institute is one among the thirty-one NITs established as Institutions of National Importance with funding support from the Ministry of Human Resource Development. It is also one of ten new NITs established by the Ministry of Human Resource Development via its order no. F.23-13-2009-TS-III of 30 October 2009 and 3 March 2010. NIT Manipur was declared as a full-fledged NIT along with nine other new NITs, through an act of Parliament and notified under Govt. of India Gazette notification No. 28 of 2012 dated 7 June 2012 and declared as an Institute of National Importance.

Shraman Foundation is a private not-for-profit charitable organization founded in 2012 by Dr. Vinay Jain and his family in Dallas Texas USA. The Shraman Foundation's mission is to create opportunities that allows people and ideas to flourish and provide solutions to the world's most pressing social and medical issues. One of the focus areas of the Shraman Foundation is to provide educational opportunities to talented students to fulfill their carrier goals. Shraman Foundation intends to partner with number of education institutions across India to promote education by providing scholarships to under privileged students to obtain education ("**Project**").

Based on the spirit of the Project and the objectives it seeks to achieve; the Parties are desirous of implementing the Project pursuant to the terms and conditions as set out in this MoU.

DIRECTOR
NATIONAL INSTITUTE OF TECHNOLOGY MANIPUR
आई.आई.टी. मणिपुर

NOW THEREFORE, THESE PRESENTS WITNESSES AS FOLLOWS:

1. GENERAL TERMS OF THE MOU:

- a. The roles and responsibilities of each Party and the detailed Project description are more fully described in Exhibit A annexed hereto ("Project Description").

2. REPRESENTATIONS AND WARRANTIES:

- a. **Shraman Foundation and National Institute of Technology Manipur** hereby make the following representations, warranties and confirm and state that the same are true, correct, valid and subsisting in every respect as on the date of this MoU and shall remain true, correct, valid and subsisting in every respect during the term of this MoU:

- i) That any information or explanation furnished by *National Institute of Technology Manipur* is true, Bonafide and accurate in all material respects.
- ii) That *Shraman Foundation* and *National Institute of Technology Manipur* are duly incorporated and validly existing under the respective applicable laws and are in compliance of all such applicable laws and possess all statutory approvals and compliances for the execution of this MoU and for implementation of the Project.
- iii) That *Shraman Foundation* and *National Institute of Technology Manipur* have taken all the necessary actions under the applicable laws including but not limited to corporate actions for undertaking and implementing the Project.
- iv) That *Shraman Foundation* and *National Institute of Technology Manipur* do not violate any covenants, conditions and stipulations of any of their existing agreement(s) and shall always abide by all the terms and conditions of this MoU.
- v) Tax status – Institution warrants and confirms that it is a Government Institution or is a statutory body constituted under the law (Central act / State act or under any Administrative or Executive Order of the Govt) and its audit is compulsorily done by CAG or its agencies. Hence it is eligible to receive foreign donations and grants (Exempted under FCRA, certificate by the Institution attached).

3. COVENANTS:

- a. During the subsistence of this Project and/or the MoU, **National Institute of Technology Manipur** hereby agrees to:
- i. Promptly notify *Shraman Foundation*:
 - (a) of any event or circumstance which would, or is likely to, result in any of the representations and warranties made by the *National Institute of Technology Manipur* here under becoming untrue, incorrect or misleading in any manner.
 - (b) Of any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the Project, or other similar happenings likely to have a material adverse effect on the Project; and
 - (c) Of any material loss or damage which *Shraman Foundation* may suffer due to any event, circumstances or act of God.

4. FINANCIAL TERMS AND CONDITIONS:

- a. *Shraman Foundation* shall provide funds in advance to *National Institute of Technology Manipur* as per the terms and conditions stated in the Exhibit – A for implementation of the Project.



Page 2 | 9

DIRECTOR / निदेशक
NATIONAL INSTITUTE OF TECHNOLOGY MANIPUR
राष्ट्रीय प्रौद्योगिकी संस्थान मणिपुर

- b. The Parties acknowledge and agree that the budget stated in Exhibit -A to this MoU are estimates only and Shraman Foundation reserves the right to revise/cancel the grant Spend, at any time in its sole and absolute discretion without any liability to NIT Manipur.

5. TERMS AND TERMINATION:

- a. This MoU shall be effective from the date of execution and shall continue until **July 2028**, unless terminated earlier by the Shraman Foundation.
- b. If a Party believes that the other Party has failed fully to perform its obligations under this MoU, the Party not in breach will provide written notice of such breach to the other Party. If curable, and the Party in breach does not cure such breach within seven (07) days after receiving such written notice (or such longer period agreed between the Parties), the Party not in breach may terminate the MoU for cause, in whole or in part, by providing written notice of such termination to the Party in breach.

6. ASSIGNMENT:

- a. Neither Party shall be entitled to assign any of its rights, benefits or obligations under this MoU without the prior written consent of the other Party.
- b. Save as aforesaid, this MoU shall be binding upon and shall ensure for the benefit of each Party and their respective successors in title.

7. CONFIDENTIAL INFORMATION:

- a. During the term of this MoU, either Party may receive or have access to information that is confidential or proprietary to disclosing Party ("Confidential Information"). The receiving Party will not, without first obtaining the disclosing Party's written consent, disclose Confidential Information to any third party or use such information for any purpose other than for the limited purposes of this MoU. The receiving Party will take all appropriate steps to safeguard Confidential Information and to protect such information against disclosure, misuse, loss or theft. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to its employees that participate in the implementation of the Project, provided that such employees abide by the confidentiality obligations contained herein.

8. ANTI-BRIBERY AND CORRUPTION:

- a. The Parties warrant and represent that in entering this engagement it has not, and it has applied best endeavors to verify that its contractors, suppliers, and agents (and anyone employed by such parties) have not:
- offered, given, or agreed to give, to any person any gift or consideration of any kind as an inducement or reward;
 - for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this MoU; or
 - for showing or not showing favor or disfavor to any person in relation to this MoU.
 - entered into any agreement (including this MoU) where a commission has been paid or has been agreed to be paid by the Institution or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to, and approved in writing by, the other Party;
 - committed any offence under the Indian Prevention of Corruption Act, 1981, or any other applicable laws, regulations or rules in force creating offences in respect of bribery and corruption or fraudulent acts.



DIRECTOR / निदेशक

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- vi. Defrauded or attempted to defraud or conspired to defraud any person.
- b. Either Party warrants and undertakes to comply with the Indian Prevention of Corruption Act, 1981 and any other applicable anti-bribery and corruption laws, regulations and rules in all applicable jurisdictions, and shall not perform its obligations or otherwise do anything or omit to do anything under or in connection with this MoU in such away as to cause either the other Party or any of its affiliates to be in breach of any such laws, regulations and rules. National Institute of Technology Manipur also undertakes not to use any items, materials, equipment, payments or proceeds received (whether directly or indirectly) from the Shraman Foundation under this MoU for any corrupt or improper purpose.

9. FUND UTILIZATION CERTIFICATE:

- a. National Institute of Technology Manipur will provide utilization certificate and other relevant details as to how the money has been utilized as and when required by the Shraman Foundation (in the prescribed format of Shraman Foundation). In the event of any discrepancies in the utilization certificate or if the money has been utilized in non-conformance with the terms of this Grant Agreement, Shraman Foundation reserves the right to terminate this Grant Agreement.

10. PUBLICITY:

- a. Either Party should not issue any news release, public announcement, advertisement, or other form of publicity concerning its involvement under this MoU and shall not use the other Party's trademark, service mark, trade name, logo or other indication of origin, except by express, prior written consent of such other Party. Shraman Foundation, as part of its obligation with Internal Revenue Services (IRS) would be required to disclose or publicize its contribution in various forums, whether private or general, upon written consent from NIT Manipur, and National Institute of Technology Manipur hereby consents to such disclosure or publicity by Shraman Foundation.
- b. Shraman Foundation recognizes that under its policy, the National Institute of Technology Manipur shall have the right, at its discretion to release information or to publish any material resulting from the research, provided that such material does not include any Shraman Foundation's Confidential Information and that such publication would not disclose or otherwise jeopardize any potential patent rights, in technology developed hereunder.
- c. Shraman Foundation will be given full credit and acknowledgment for any support provided to the National Institute of Technology Manipur in any publication resulting from this MoU, unless requested otherwise by the Shraman Foundation.

11. LIABILITY:

- a. In no event shall either Party be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to loss of use, data or profits, or business interruption howsoever such loss is caused or assessed pursuant to any theory or categorization of liability), whether in contract, strict liability, tort (including negligence) or otherwise, arising in any way resulting from this MoU, even if advised of the possibility of such damage.

12. GENERAL:

- a. Any notice by one Party to the other Party shall be in writing and posted, delivered personally with proper acknowledgment or sent by courier, registered


Page 4/9

or certified mail or facsimile transmission to such Party's last known address and/or the address as specified hereto.

Shraman Foundation

5930 Royal Ln, Ste E, PMBBox 108,
Dallas, TX 75230

Kind Attn.: **Dr.Amit Patel** / Program Director – apatel@shraman.org

National Institute of Technology Manipur

Langol Rd, Lamphelpat, Imphal,
Manipur 795004,

Kind Attn.: **Prof. DVLN Somayajulu, Director** –
director@nitmanipur.ac.in

- b. This MoU represents the entire understanding in respect of the Project between the Parties and shall be capable of variation in writing by a note of amendment ("Note of Amendment") signed by an authorized representative on behalf of the Shraman Foundation and NIT Manipur.
- c. Any delay or failure in performance by the Party to this MOU, shall not constitute default hereunder to give rise to any claims for damages against said Party, if any, to the extent caused by matters beyond the control of said Party including but not limited to acts of God, Strikes, Lock outs or other concerted acts of workmen, fires, floods, pandemics, epidemics, explosions, blockages, embargoes, riots, war (declared or undeclared), rebellion, sabotage, extraordinary severe weather, civil commotion and criminal acts of third persons. If the work is delayed by such force majeure, then upon the happening of such delay, National Institute of Technology Manipur within 14days of the happening of such event, shall give notice in writing to the Shraman Foundation, requesting for extension of time indicating the period for which extension is desired. Shraman Foundation may give fair and reasonable extension of time for the projects at their discretion, but no monetary allowances shall be made to *National Institute of Technology Manipur* for any such delay and National Institute of Technology Manipur may not make any claim for damages by reasons of any such delays unless both Parties agree to such payment.
- d. All exhibit(s) hereto shall be deemed to form an integral part of this MoU and in the event of any inconsistency or repugnancy between the contents of this MoU and/or any exhibit(s) hereto, the latter shall prevail to all intents and purposes.

IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS MOU EXECUTE THIS MOU THROUGH THEIR DULY AUTHORIZED PERSONNEL'S

National Institute of Technology Manipur	Shraman Foundation
 Signature: _____ Name: Prof. DVLN Somayajulu Designation: Director, NIT Manipur	 Signature: _____ Name: Vinay Jain (Dec 1, 2025 03:37:45 CST) Designation: _____

DIRECTOR / **निदेशक**
NATIONAL INSTITUTE OF TECHNOLOGY MANIPUR
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Exhibit - A

A. Project Description:

Shraman Foundation is pleased to collaborate with National Institute of Technology Manipur to offer scholarships to undergraduate students who are coming from impoverished socio-economic backgrounds. In view of our goal to support up to 40 students who are facing financial challenges to cover the cost of education at **National Institute of Technology Manipur**.

The scholarship amount would be a **maximum of Rs. 25,000/- per semester** (amounts awarded each semester may vary based on actual financial needs of individual students)

Eligibility:

- Only 1st and 2nd year Undergraduate students of B. Tech and Dual degree program whose annual family income is less than Rs. 2.5 lakhs.
- The student must have sufficient financial need, and limited access to other scholarships or funding.
- Students with unusual circumstances must be given preference, e.g., on the verge of dropping from college if no financial support is provided, parents have borrowed or sold their belongings, or other non-traditional circumstances.
- Students must pass their grades / subjects – no backlogs in previous semester.
- Special recommendation by the Dean, **National Institute of Technology Manipur** if any student is in crisis due to some untoward incident.

Application Procedure:

National Institute of Technology Manipur would announce the Shraman Scholarship internally for the new students and give a notice of 2 weeks to apply on the [Application Link](#) at the Shraman Foundation portal.

Students who start getting the Scholarship need not have to apply again. Shraman will process their next scholarships based on their due current socio-economic assessments accordingly.

Grant of Shraman Scholarship process:

- All eligible new applications would be reviewed by Shraman Foundation, which includes Phone call with the applicant and Socio-economic scoring is done. If required, the 2nd review would also be done at a higher level.
- Shraman will share the list of approved students with comments to the Institute for their review and due diligence if the student is availing any other scholarships. Shraman will adjust the Scholarship amount accordingly based on the Institute's feedback.
- Final Approved List of Students would be shared with the Institute in form of a Sanction letter by Shraman Foundation.
- Required funds as mentioned in the Sanction letter would be transferred to the Institute well in advance.
- Institute would disburse the Scholarship funds to students in their bank account as per the Shraman Foundation Sanction letter and submit the UC in given format ([format of UC Link](#)). The institute should provide an update on the disbursement status within 20 days of receiving the sanction letter for approved students.
- The institute should share the utilization certificate within 7 days post disbursement.
- Institute will make sure to convey to Students that Scholarship funds can only be allowed to utilize for Tuition fee, Hostel & Mess, and other institutional Expenses.
- Shraman foundation will conduct a zoom meeting interview of Shraman Scholars individually for the assessment on current needs.
- Shraman Scholarships would be processed semester wise, usually every 6 months

interval based on the date of disbursement.

10. Shraman Scholarship is always prospective, means meant for current/ future expenses and not as a reimbursement for past expenses.
11. Shraman reserves the right to adjust or deny the Scholarship to any student anytime based on their socio-economic situation in due course, means availability of Paid Internships, Placements and backlogs etc.
12. Shraman reserves the right to increase or decrease the number of Scholarships and amount based on the actual applications and due assessment.
13. Shraman Foundation is planning to add Scholars into a WhatsApp Community, which is meant to disseminate relevant information to Scholars like Scholarships announcements and opportunities like internships and placements etc.

B. The Shraman Scholarship Grant Schedule is as follows (Amount in Rupees):

- a. Shraman Foundation shall transfer the required funds in advance as per the Sanction Letter having list of approved Students and amount mentioned against their names. The sanction letter would be issued semester wise.
- b. And any changes to the tuition fees during the tenure of the course of the said **maximum 40 students** shall be mutually agreed between the Parties and recorded by way of an addendum to this Exhibit A.

C. Financial Support:

Shraman Foundation will provide the following support in connection with the Project:

- a. **Upto INR 20 Lakhs towards the Scholarships**
- b. Funds will be transferred twice in one Academic year

The funds received to be utilized within a year, based on the Shraman Sanction Letter(s). United States tax laws governing charitable organizations state that grant funds must be utilized in full within one year of receipt.

Personnel:

- a. **Principal Collaborator**

The principal collaborator and point of contact for this project will be
Dr. Ngangbam Romeji, Dean (Students Welfare), NIT Manipur
deansw@nitmanipur.ac.in

Roles and Responsibilities :

- a. **Shraman Foundation shall:**

- i. Fulfill its obligations specified in Exhibit-A.
- ii. Deploy necessary resources to fulfill point its obligations here under.
- iii. Engaging the students not only limited to students covered under the scholarships scheme in Project Description under Section A, at Shraman Foundation, warranted locations or NIT Manipur.
- iv. Schedule quarterly meetings with appropriate stake holders at National Institute of Technology Manipur and students to monitor the progress of the Project.

- b. **National Institute of Technology Manipur shall:**

- i. Fulfill the points stipulated in this Exhibit A and meet Shraman Foundation criteria in selection of candidature and has conducted the due diligence in ensuring that the students benefitting the scholarship are not misused, genuinely financially needy and are committed to completion of the education course taken up. Shraman Foundation should ensure this, however necessary academic data will be provided by the NIT Manipur.
- ii. In case there is a fraud or misuse of Shraman Foundation funds either by NIT Manipur's personnel / student in any manner, **National Institute of Technology Manipur** agrees to refund to Shraman Foundation any such misused amounts.

- iii. In case any student discontinues the course, National Institute of Technology Manipur will inform the Shraman Foundation within 7 calendar days and the Shraman Foundation's agreement to fund the balance course fee for such students ceases immediately.
- iv. Provide Shraman Foundation, candidates' progress/ update in i) academics ii) code of conduct, that deems notification at appropriate junctures and intervene on deviations through **National Institute of Technology Manipur** resources. The updates should be provided on point i) within 30 days of the announcement of results and on point ii) within 15 days of an eventful incident.
- v. Share the Project impact report with Shraman Foundation at the end of the academic year.

D. Timelines:

- Every year the application window will be open in between September - March
- 1st year students can start availing scholarship from 2nd semester onwards.
- Scholarship awards will be announced and released in the month of June & December.

Students' eligibility for application	Academic Term	Fee Submission at the institute	Application and evaluation time	Scholarship Disbursal time
1st Semester	July - December	June	Not Applicable	Not Applicable
2nd Semester	January - May	December	September - October	November - December
3rd Semester	July - December	June	May - June	June - July
4th Semester	January - May	December	September - October	November - December



DIRECTOR **ꯀꯪꯂꯩꯛ**
NATIONAL INSTITUTE OF TECHNOLOGY MANIPUR
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Exhibit B- BANK DETAILS FOR WIRE TRANSFER

Name of the Recipient (as registered with The bank)	Director NIT Manipur Project
Recipient's address with Pin Code	Langol, Lamphelpat, Imphal - 795004
Name of the Bank	Bank of Baroda (NIT Manipur branch)
Bank address	Langol, Lamphelpat, Imphal - 795004
Bank Account no.	603301000000092
SWIFT code	BARBJNBBATR
IFSC Code	BARB0NITMAN
MICR Code	795012007
Phone number for accounting purposes	+91 70055 84868 (NIT Manipur Accounts), +91 98628 04467 (Bank)

Signature

Title

DIRECTOR / दिरेक्टर
NATIONAL INSTITUTE OF TECHNOLOGY MANIPUR
आर्यस पौलोन्गलेन मंत्रालय मणिपुर

Date

Branch Head

Bank of Baroda
NIT Manipur Branch





TO WHOM IT MAY CONCERN

It is hereby certified that **National Institute of Technology Manipur** is a Government Institution or is a statutory body constituted under the law (Autonomous Institute of National Importance by the Ministry of Human Resource Development (now, Ministry of Education), Govt. of India vide its order no. F.23-13-2009-TS-III dated 30/10/2009 and 03/03/2010) and the audit is compulsorily done by CAG or its agencies (mention the name if not done by CAG). The Institute has been registered under the Manipur Societies Registration Act, 1989. (Regd. No. 425/M/SR/2010).

Therefore, citing the above facts, **National Institute of Technology Manipur** comes under the blanket exemption from all the provisions of the Foreign Contribution Act, 2010, given by Govt. of India as per the Gazette Order No. 1492 (E) dated 1st July, 2011 and MHA's Office Order No. S.O. 459(E) dated 30 Jan 2020 (refer the office order here):

https://fcraonline.nic.in/home/PDF_Doc/doc%206-2.pdf (enclosed).

Date:

DW Borayajul
Director, NIT Manipur

21/7/2025
DIRECTOR / निदेशक
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NIT Manipur-MOU-compressed

Final Audit Report

2025-12-01

Created:	2025-12-01
By:	Jiv Daya Foundation (teamdallas@jivdayafound.org)
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 Signer vjain@shraman.org entered name at signing as Vinay Jain
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 Agreement completed.
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