

- writing. The parties shall strictly adhere to and follow the timelines as agreed between them.
- j) In the event of excess release of funds to the project, the **first party** shall be entitled to demand and recover from the **second party** for such excess disbursements.
 - k) The **second party** shall maintain all accounting records and documents for smooth and successful completion of this project. The **second party** shall maintain records showing the expenditure incurred utilization of the drawdowns and such records shall be open to examination by the **first party** through its authorized representatives.
 - l) The **second party** undertakes and represents that the amount disbursed by the **first party** shall be utilized towards the purpose as said above and for no other activity.
 - m) The **second party** herein shall prepare a project report on the activities which are to be undertaken prior to any disbursement of funds. The **first party** shall at its sole discretion accept/reject/modify the report.
 - n) The **second party** shall also prepare a Projected statements of expenses based on the activities needs to be undertaken and submit it to the **first party** prior to any disbursement of funds.
 - o) Utilization certificate/Milestones achieved report will be submitted by the **second party** prior to request for the next installment.
 - p) The **second party** will submit the statement of expenditure of funds received from the **first party** for the execution of the project till the date of the completion of the project or termination of this MOU whichever is earlier.
 - q) The **first party** shall be entitled to seek clarifications/information whatsoever from the **second party** with respect to the project. Any such clarifications shall be responded by the **second party** within 15 working days.
 - r) The **first party** shall be entitled to monitor any project location (s) and their authorized representative may undertake planned/surprise visit to inspect the progress of the project and ensure proper implementation of the same. This inspection shall be carried out anytime during the tenure of the project. The **second party** shall and as when required provide representative(s) cooperation and access to their records for such inspection carried out in connection with this MOU.
 - s) The **first party** shall have the right to carry out impact assessment study of this project through an internal team or by a third party, after the completion of the project and the second party agrees to extend cooperation and access to relevant records and documents.

