

## ENVIRONMENT, GREEN AND ENERGY AUDIT - MOU

1. This Agreement, between SGT University, Gurugram, Haryana (the Organization) and EHS Alliance Services, Gurugram, Haryana (the Contractor), shall be effective as of the date of execution below.
2. The Contractor will audit the legal records, environmental Initiatives, Administrative records, and statements of (the Organization) as of the last financial year. All programs to be audited are as contained in Exhibit A, which is attached to and is a part of this contract.
3. The audit will be conducted in accordance with generally accepted auditing standards; the standards for environmental audits contained in Environment standards issued by the MoEF; In addition, if applicable, the audit will be conducted in accordance with the Environment Protection Act (1986).
4. The audit will include tests of the monitoring records and such other audit procedures as necessary to express an independent opinion on the Environmental Statements and Reports on Compliance with Laws and Regulations as per State Government Pollution Control Board.
5. The Contractor will plan and perform the audit to obtain reasonable assurance about whether the Environmental statements and records are free from material misstatement. Under the concept of reasonable assurance, the Contractor will exercise its judgment about the number of transactions to be examined and the areas to be tested. There is, therefore, a risk that material errors, irregularities or illegal acts, including fraud or defalcations, may exist and not be detected. The Contractor will, however, advise immediately the CPCB/SPCB of any such matters that come to its attention. The Contractor's responsibility is limited to the period covered by the audit and does not extend to matters that might arise during any later periods.
6. The Contractor, as part of the engagement, will request written representations from (the Organization) attorneys. Prior to the conclusion of the audit, the Contractor will also request certain written representations from (the Organization) management about the financial statements and related matters. It is understood that these financial statements are the responsibility of management. This responsibility includes the maintenance of adequate records and related internal control structure policies and procedures, the selection and application of accounting principles, and the safeguarding of assets. The Contractor will advise management about the appropriate environmental principles and their application and will assist in the preparation of the environmental statements, if necessary.
7. The Contractor understands that it has the responsibility:
  - a. to prepare the audit reports in accordance with the requirements of the Environment Protection Act 1986; SPCB Environmental Standards.

  
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- b. to notify us within five (5) business days of its termination or cessation of services to the (organization).
8. If the Contractor ascertains that the (organization's) books and records are not in a sufficiently satisfactory condition for performing an audit, the Contractor shall disclose this deficiency to the (organization). The Contractor shall await further instructions from the DECD before continuing the audit.
9. Entrance and exit conferences will be held with the (the Organization) management and the Contractor's representatives.
10. (The Organization) management responses to draft audit reports will be delivered to the Contractor for inclusion in the final reports, where practical.
11. The contractor will deliver to the (the Organization):
  - a. Two copies of the draft audit report no later than one week of the audit date.
  - b. The original and 2 copies of the environmental audit reports no later than 90 days after the audited year-end.
  - c. If a state single audit and/or Federal Single Audit is required, copies of the report must be distributed to the organization as indicated in the respective laws and regulations within the time frames imposed by such Environmental Acts.
12. In consideration of the satisfactory performance of the audit, the Contractor will receive the amount paid as follows: (Client and auditor can negotiate the price before every audit)  
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13. The Contractor will immediately notify the (Organization) of any significant and/or reportable conditions noted during the course of the audit.
14. Audit working papers will be prepared in accordance with Auditing Standards and will be retained by the Contractor for at least three (3) years from the date of the final audit report. The working papers will be available for examination upon request by authorized representatives of the organization, the audit working papers will be subject to an assurance review conducted by us or its representatives shall be entitled to reproduce any or all of such documents at their expense for which provision shall be made at the time the need for reproduction arises.
15. The (Organization) may, at its option and through affirmative action, extend this Agreement for the three (3) option periods covering the current and next two years (The Organization) decision on whether or not to exercise the option will be made separately for each of the option months and will be predicated upon the quality of performance during the prior contract period(s), the degree of the Contractor's compliance with the contract schedule for deliverables, the availability of funds or other justifying reasons.
16. The fees set by the Agreement are based upon the following assumptions: management will respond promptly to all requests for basic information and/or documentation; the books will have been posted through the year, all adjustments will have been posted;

  
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management personnel will prepare cash and other confirmations; and that year-end schedules supporting the account balances will be provided.

17. The Contractor will give an oral presentation of its audit report to the Board of Directors.
18. If circumstances arise that will require additional services and time by the Contractor, the Contractor will notify the (Organization) and obtain its agreement prior to undertaking such activities.
19. The terms of this Agreement may be modified only in writing, signed by duly authorized representatives of the parties.
20. If the parties are unable to resolve a dispute regarding the acceptability of deliverables under this agreement, the dispute will be submitted to the Indian Arbitration Association for resolution through binding arbitration.
21. This Agreement, which includes the matter specifically incorporated by reference, constitutes the entire agreement between the parties.

Executed on the 9th day of May 2022 for the parties by their duly authorized representatives.

  
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SGT University  
Budhera, Gurugram

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[Authorized Organization Official]



EHS Alliance Services  
[Contractor Name]

## CERTIFICATIONS

- A. The individual signing certifies that he/she is authorized to contract on behalf of the Contractor and to make these certifications.
- B. The individual signing certifies that the Contractor is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Contractor.
- C. The individual signing certifies that the Contractor meets the Environmental standards of the Enforcement Agencies as per MoEF.
- D. The individual signing certifies that he/she is aware that all individuals to be assigned to the audit have met the standard Process.
- E. The individual signing certifies that he/she has read and understands the EPA requirement of an Environmental Pollution control review yearly.
- F. The individual signing certifies that the Contractor, and any individuals to be assigned to the audit, does not have a record of substandard audit work. (If the Contractor or any individual assigned to the audit has been found in violation of any state PCB professional standards, this information must be disclosed.)
- G. The individual signing certifies that the Contractor does carry professional malpractice insurance or is otherwise adequately self-insured.
- H. The individual signing certifies that the contractor does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. The contractor shall take affirmative action to insure that employees are treated during their employment, without regard to race, color, religion, sex, age, national origin, disability, or any other basis prohibited by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or forms of compensation; and selection for training, including apprenticeship. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or any other basis prohibited by law.

Dated this 9th day of May 2022

EHS Alliance Services (Contractor's Name)



Dr. Uday Pratap – Business Head  
(Printed Name and Title of Individual Signing)

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**EXHIBIT A**

**Programs to be audited**

The audit that the Contractor is to perform is to include the following programs or funds and, unless otherwise indicated will be for the period indicated in the proposal of the Agreement.

**Programs to be included:**

- Green Audit
- Environment Audit
- Energy Audit

**Programs not to be included:**

- Financial Audit
- Legal Audit



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