



Date: 17/01/2024

Grant Letter

1. **Scope:** This is to confirm that Give Foundation, a Section 25 company under the Companies Act, 1956 with its registered office at No. A-1202, Mantri Espana Apts, Kariyammanna Agrahara, Bellandur, Bengaluru 560103 ("Give Foundation" which expression shall include its successors and permitted assigns) is granting an amount INR 500,200/- ("Grant") to Manohar Trust as a Trust under the Indian Trusts Act, 1882 having its registered address at Flat No. 410, Jayalaxmi Arcade, Macha Bollaram, Near Seven Temples, Secunderabad, Telangana, India, 500010 ("Recipient NGO" which expression shall include its successors and permitted assigns).

2. **Purpose:** The purpose of the Grant is Sahasra - A New Beginning [and as detailed in Annexure 1] ("Project").

3. **Terms:** The Grant is subject to the following terms and conditions:

- i. Recipient NGO shall ensure that the Grant is utilized as per this Grant Letter and for the Project, in accordance with its charter documents and applicable law. Any change in the Project shall require written consent of Give Foundation.
- ii. Recipient NGO represent that it has adequate resources, means, infrastructure, other systems, expertise, know-how and skills to implement the Project in a diligent and time-bound fashion.
- iii. Time is of essence for implementation of this Project. Any deviation from the Project or delay in implementation of the Project shall be to the account of the Recipient NGO and Give Foundation shall not be liable for such deviation or delay in any manner whatsoever.
- iv. The Grant is not a consideration for any supply of goods/services/works by Give Foundation. Further, grant making is a discretionary action, and Give Foundation shall have the right to withhold Grant disbursement at any time with written notice to the Recipient NGO. Each party shall be responsible for payment of its taxes and duties as per applicable law.
- v. The Grant shall not be used directly or indirectly for any commercial purposes.
- vi. In the event that the Grant cannot be disbursed by Give Foundation for any reason, the Grant shall lapse without any liability on any party. In such situation, Parties may mutually agree in writing on the next steps.
- vii. Recipient NGO shall be solely responsible for obtaining and maintaining all statutory permissions, licenses or approvals as may be required under applicable law and any binding obligation for implementing the Project and utilizing the Grant.
- viii. Recipient NGO shall provide a utilization certificate certified by a registered chartered accountant, with all supporting invoices and proof of expenditure, at the end of the financial year in which Grant is made, or at the end of the Project, as required by Give Foundation.
- ix. Where required by Give Foundation, Recipient NGO shall provide a Project report in prescribed format to Give Foundation. Where no format is prescribed, the Project report shall contain details, including but not limited to (a) Project impact report, including the implementation details, the total lives impacted, and the actual outcomes as compared to the targeted outcomes; (b) copies of statutory or regulatory filings done by the Recipient NGO for the Project such as proof of GST payments; (c) impact stories, images of on-ground implementation and testimonials from beneficiaries, and other content for donor engagement; (d) end beneficiary details, if requested by Give Foundation and subject to compliance with applicable law; (e) sub-contractor and vendor details (if applicable); and (f) any other information or document as reasonably required by Give Foundation for donor reporting, or for legal and financial compliance.
- x. Recipient NGO shall maintain record of all assets acquired, wholly or substantially out of the Grant, and provide relevant documents regarding this, if required by Give Foundation. These assets shall be owned and vest with the Recipient NGO or the ultimate beneficiaries, and shall not be alienated in any manner.
- xi. Recipient NGO shall maintain all documents and records relating to the Project and the Grant, and provide them to Give Foundation within 7 (seven) days from the date on which Give Foundation sends a written notice to this effect.
- xii. Give Foundation or its representatives may audit, monitor and evaluate Recipient NGO's records, books, facilities and other aspects relevant for assessing the Project performance, Grant utilization, compliance with applicable law and this Grant Letter.
- xiii. Where the Recipient NGO fails to comply with this Grant Letter, Give Foundation shall have the right to seek suitable remedy under applicable law, contract and/or equity including the right to seek refund of Grant amount disbursed.
- xiv. Recipient NGO authorizes Give Foundation to share information/documents/reports with its representatives, donors, governmental authorities and any other third-party. It also authorizes Give Foundation to share impact stories and data on social media, publications, press releases, or any other physical/digital medium for promotional purposes.

Give Foundation

Corporate Office: 2nd Floor, Rigel, No 15,16,17,18 &19, Near APJ Abdul Kalam Enclave, Doddanekundi, Bangalore - 560037

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CIN: U91110KA2000NPL151182

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- xv. Recipient NGO shall proactively inform Give Foundation about any change in its status as a charitable organization, including but not limited to its conversion into a profit-making company.
- xvi. Recipient NGO shall not discriminate against beneficiaries based on race, religion, sex, caste, occupation, colour, age, disability, orientation, or any other discriminatory factor in any manner in course of providing the benefits.
- xvii. Recipient NGO shall at all times keep confidential the terms of this Grant Letter, and not disclose it to any third-party or use it any other manner, except where such disclosure or use is required for compliance with this Grant Letter or applicable law.
- xviii. Recipient NGO cannot use Give Foundation's name, brand, logo, color scheme, any information provided by Give Foundation pursuant to this arrangement and any intellectual property or confidential information of Give Foundation in any manner whatsoever, except for the purposes of complying with the terms of this Grant Letter. It is clarified that Recipient NGO shall seek Give Foundation's prior written consent should there be a need for it to use any of the abovementioned information.
- xix. Recipient NGO shall indemnify, defend, and hold Give Foundation and its representatives harmless from and against any losses, claims, suits, damages, liabilities, penalties, interests, fines, costs and expenses (including legal fees and reasonable attorneys' fees) based upon, arising in whole or in part, directly or indirectly, from the acts or omissions, or alleged acts or omissions of the Recipient NGO and/or its representatives.
- xx. Give Foundation shall have the right to terminate this Grant Letter with 60 (sixty) days' notice to the Recipient NGO. Upon termination, Recipient NGO shall (a) provide a detailed account of Grant amounts remaining unutilized and take all steps to transfer unutilized money or use them for other purpose, as per Give Foundation's direction, and (b) provide all other documents/information as may be required by Give Foundation for financial or legal compliance.
- xxi. Applicable law shall be Indian laws, and any and all disputes shall be subject to adjudication by competent courts in Bengaluru.

For Give Foundation

Name: Harini Mariza Pinto
Authorized Signatory
Give Foundation

For Recipient NGO

Name:

Designation:

NGO Name:

Please access Annexure 1 here: https://drive.google.com/open?id=13H-T9JbJzJ_gYKdW1PfeJBkzpa-X5QID

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