

Rashmi Singh  
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India

23<sup>rd</sup> October 2017

Dear Rashmi

**Offer Letter: 23379-1**

We are delighted to let you know that, after careful consideration, the Trustees of The Rufford Foundation have approved a Rufford Small Grant of £5000 to support Pastoralism and rangeland conservation: understanding impact of grazing on rangeland biodiversity in Eastern Himalayas, India (the **Project**). This Offer Letter sets out the terms and conditions of our proposed Grant Agreement.

The following are also included with this letter:

- a Banking Information Form;
- a template for information you need to provide us for our website;
- information about, and a copy of, the Final Project Evaluation Report template; and
- a copy of our logo in JPG format, together with conditions of use under point 4 Intellectual Property.

We must point out that once this Offer Letter is signed it will create a legally binding agreement between you and the Foundation. We urge you to raise any questions or concerns that you may have about it as quickly as possible. The main point is that by signing this Offer Letter, you agree that this Grant will only be used for the delivery of the Project and not for any other purpose.

The Trustees of the Foundation will require you to complete a Final Project Evaluation Report (see point 2 below). In the event that the Grant exceeds the total cost of the Project, you will be required to reimburse us for any funding not used.

By accepting the Grant you agree that you will comply with the terms of the Grant as set out in this Offer Letter.

1. **Grant Payments and Use**

We will make payments to the bank account specified on the Banking Information Form included with this Offer Letter. Please ensure that you check that the information

you provide is correct. We strongly recommend that you contact your bank and confirm the information before completing and returning the form.

To be clear, the Grant must be used exclusively for the Project as outlined above and not for any other programme, project or for any other purpose.

## **2. Monitoring and Evaluation**

We need to monitor the impact that our grants are having. Therefore, we require you to fill in a Final Project Evaluation Report at the end of the Project using the template included with this Offer Letter which will:

- contain enough information for us to be able to monitor and track the funds we have granted;
- let us know about the Project's progress and any difficulties that arose; and
- provide full information on expenditure of the Grant. It is important that you retain the management accounts and all paid invoices relating to the Project for at least 2 years after completion of the Project as these may be required for inspection at our discretion.

You also agree to provide us with updates and photographs of the Project for use on the Foundation's website and social media. You grant us permission to use the photographs for these purposes. If you don't own the photographs you will ensure that the owner grants us permission to use them for these purposes.

If you fail to provide sufficient information, or fail to take reasonable steps to provide sufficient information as outlined above, we reserve the right to obtain a reimbursement of the Grant in full.

## **3. Limitation of Liability and Indemnity**

To the extent permitted by law, the Foundation shall have no liability under this Grant Agreement (whether to you or any third party).

You agree to indemnify the Foundation against all claims, losses, liabilities or costs (including legal costs) that the Foundation suffers as a result of any alleged or actual failure by you to comply with or to perform any obligations imposed on you under this Grant Agreement.

## **4. Intellectual Property**

For the avoidance of doubt, other than the limited permission we grant to use The Rufford Foundation Logo set out below, this Grant Agreement does not give you the right to use the Foundation's name, marks, logos, trademarks, artwork, images or branding. Should you wish to do so you must seek our prior written consent.

The Rufford Foundation grants to you a non-exclusive, royalty free, limited permission to use the name and the logo included with this Offer Letter (the **Logo**) solely in connection with the Project and subject to the following terms. Your use of the Logo is conditional upon, and amounts to acceptance of, the terms set out immediately below. You agree:



- a. to display the Logo in a prominent position on all of your publications, materials (including any marketing materials) relating to the Project but for no other purpose;
- b. not alter the Logo in any way nor do or permit anything to be done in connection with your use of the Logo that could jeopardise our goodwill in the Logo;
- c. not to grant to any third parties the right to use or display the Logo without our prior written consent;
- d. that your use of the Logo following this permission does not give you any right, title, interest in or to the Logo, nor any goodwill arising out of use of the Logo;
- e. that your right to use the Logo shall, unless otherwise terminated by us on notice to you in writing, automatically terminate following completion of the Project; and
- f. that the Rufford Foundation reserves the right on demand, and as it in its absolute discretion thinks fit, to revoke this permission at any time, following which you shall remove the Logo from all your publications and materials.

You are encouraged to use the Logo as extensively as possible on all materials and publications relating to the Project, subject to the terms above.

#### 5. **Default of Agreement**

Things don't always go to plan and we encourage you to communicate with us if you are ever unsure about whether or not you are in breach of this Grant Agreement. We will always try to find an appropriate remedy for any breach, but if we consider the breach to be serious and/or we cannot agree a way forward with you, the Foundation reserves the right to terminate this Grant Agreement.

The terms of this Grant Agreement shall be governed and construed by English law and the exclusive jurisdiction of the English Courts.

To accept the terms of this Grant Agreement, please return one signed copy of this Offer Letter by e-mail to [jane@rufford.org](mailto:jane@rufford.org)

We look forward to working with you,

***The Rufford Foundation***

By signing this Offer Letter below:

- you acknowledge that you have read and understood all the information contained in this Offer Letter;
- you commit to meet the requirements of this Offer Letter; and
- you agree to carry out the activities set out in your original funding application and to use reasonable endeavours to establish, develop and run the Project in order to achieve the objectives within the time-frames specified.

Signed on behalf of <b>THE RUFFORD FOUNDATION</b>	Signed by <b>THE RECIPIENT</b>
Full name: Josh Cole	Full name: <i>Rashmi Singh</i>
Role: Grants Director	
Signature: <i>Josh Cole</i>	Signature: <i>Rashmi</i>
Date: As per Offer Letter	Date: <i>02 January 2018</i>