



earth day 2010

EARTH DAY NETWORK

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**EARTH DAY NETWORK GRANT AGREEMENT:
Earth Day 2011 Small Grants: India**

This AGREEMENT is made this 1st day of March, 2011 between Centre for Environment Education (CEE), a non-for-profit organization located at Thaltej Tekra, Ahmedabad-380054, Gujarat, INDIA ("Grantee"), and Earth Day Network ("EDN"), 1616 P Street, NW, Suite 340, Washington, DC 20036.

As provided herein, EDN will provide a total of \$5000 ("Grant Amount") to Grantee to conduct the activities outlined below in relation to Earth Day 2011.

I. RESPONSIBILITIES OF GRANTEE

A. Grantee agrees to undertake the project described below (the "Project") in accordance with the Project requirements detailed below:

1. The grant amount is provided for CEE in partnership with Paryavaran Mitra and Global Environment Facility (GEF) / United Nations Development Program (UNDP) SGP project partners only.
2. The area for operations will be the entire country of India with programs taking place in a majority of India's States.
3. The grant will begin on March 1, 2011 and run for a three month period until May 31, 2011.
4. The project will engage the Grantees' volunteer network to visit a minimum of 100 schools, educational organizations and other institutions during the grant period to build awareness about Earth Day, encourage organizations to plan for Earth Day 2011 commemoration on/or around April 22 and ensure that these commemorations take place.
5. Grantee will ensure that their network and volunteers are fully conversant with EDN's Earth Day 2011 initiatives, including the history of Earth Day and the Billion Acts of Green Campaign, in order to promote EDN programs to new partners.
6. The Grantee will ensure that volunteers will monitor acts of green and report on what programs have taken place, as well as send EDN photographs for publication on the EDN website.
7. The grantee will submit fortnightly reports by email every second Friday to Earth Day Network's India Country Director on their updated achievements, as well as engage in a dialogue for the upcoming week.
8. The project will reach out to a minimum of 25,000 persons during the grant period to pledge their acts of green on the EDN website.
9. The point of contact from the Grantee's side will be Mr. Prabhjot Sodhi, CEE, National Coordinator, GEF/UNDP Small Grants Programme in India.

B. Grantee agrees to use the funds provided by EDN solely for the Earth Day 2011 project described above. Grantee agrees to be responsible for any and all other expenses associated with carrying out the project. The above represents the total compensation.


Earth Day Network
1616 P Street, NW, Suite 340
Washington, D.C. 20036
Tel: +1.202.518.0044
Fax: +1.202.518.8794
www.earthday.net

EDN will not reimburse the Grantee for any additional expenses related to this project.

- C. In accordance with the Agreement, EDN will disburse a total of \$5,000 to the Grantee in ~~two~~ ¹⁰ installments.
- D. Grantee shall, at its own expense, secure all contracts necessary for the events and activities supported pursuant to this Agreement. EDN shall neither be a party to nor liable for any breach of any of these contracts.
- E. Grantee shall, at its own expense, secure all necessary licenses, permits, and other permissions and any necessary private licenses and permissions for all the events and activities supported pursuant to this Agreement.
- F. Grantee shall, at its own expense, comply with all applicable national, State, local and other laws and regulations that apply to the events and activities supported pursuant to this Agreement.
- G. Grantee gives Earth Day Network the exclusive right to distribute and adapt lesson plans and curricula developed in the course of their participation in this project, as well as any photos and stories for the website. These materials will be used to produce an Earth Day Network webpage featuring each project, including Grantee's logo, videos, photos, media hits, links, resources and other materials from events and activities within the community or school. In the event that any of the schools requiring a parental consent form for these materials to be shared with the public via our website and any Earth Day Network publications, Grantee agrees to secure these forms in a timely fashion and provide copies if necessary to EDN.
- H. Grantee shall comply with the following project reporting requirements. First, Grantee shall provide EDN with the Project Goals via email one (1) week after the signing of the Agreement. The Project Goals will provide a specific project description, planned education curricula, and number of students and community members projected to participate. Second, Grantee will provide EDN with a mid project report via email by no later than April 15th, 2011. EDN shall supply Grantee with the form for preparing the mid-project report. Third, Grantee shall provide EDN with a final report via email by May 15th, 2011. EDN shall supply Grantee with the form for preparing the final report. Failure of the Grantee to provide any of these reports in a timely fashion and in the manner required hereunder shall be considered a material breach of this agreement and Grantee shall be responsible for returning the full Grant amount to EDN unless Grantee has obtained EDN's prior written approval in advance.
- I. Grantee shall not use any portion of any payment received under this Agreement to:
1. Carry on propaganda or otherwise attempt to influence legislation within the meaning of IRC sections 501(c)(3) and 4911 and associated regulations;
 2. Participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public or to provide a selective benefit to any political party or candidate;
 3. Undertake any activity that may directly or indirectly support terrorists or acts of terrorism, and Grantee shall take reasonable steps to ensure that no person or entity expected to receive funds in connection with this Agreement is named on any list of suspected terrorists or blocked individuals maintained by the U.S. government or use these funds to, directly or indirectly, support, engage in or promote violence or terrorist activities; or
 4. Engage in any other activity that would be prohibited for an organization recognized as exempt from federal income tax under Section 501(c)(3) of the United States Internal

Revenue Code.

K. Grantee shall return to EDN any grant funds that are used in violation of this Agreement.

II. **PAYMENT:** EDN shall pay Grantee the Grant Amount in support of the activities described in this Agreement. EDN shall not be responsible for any other costs or expenses associated with the project. The ~~first~~ payment will be disbursed in the amount of \$5,000 within five (5) business days after receipt by EDN of the executed Agreement and appropriate wire transfer instructions for the grantee. ~~The second payment, in the amount of \$1,000, will be disbursed within seven (7) business days after receipt of an invoice and the audited Utilization Certificate following completion of contract deliverables.~~ 

III. **TERM:** This Agreement shall commence on the execution hereof and continue through the completion of all obligations hereunder.

IV. **INDEMNIFICATION:** Grantee shall indemnify, defend and hold harmless EDN and its employees, agents, officers and directors from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs (including reasonable attorney's fees), or expenses of any kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the events or activities supported by this grant or to the acts or omissions of Grantee or its officers, directors, employees, agents, contractors, or subcontractors. Notwithstanding the foregoing, Grantee shall not indemnify EDN for claims arising solely out of the willful conduct or gross negligence of EDN or its employees, agents, officers and directors. This indemnification and hold harmless obligation shall survive this Agreement.

V. **RECOGNITION OF EDN:** In consideration of the funds provided by EDN, Grantee shall recognize EDN as a sponsor of this event and provide EDN with certain opportunities for promoting EDN as agreed upon by Grantee and EDN.

VI. **RECORDKEEPING AND REPORTING:**

A. Grantee shall maintain records documenting its use of the grant and shall make these records available to EDN upon reasonable notice. This provision shall remain in force for three years following the termination of this Agreement.

B. Following completion of the event and no later than June 1, 2011, Grantee shall submit to EDN a Final Report (written report) summarizing these activities, including digital pictures and copies of media reports.

VII. **OWNERSHIP OF MATERIALS:**

A. EDN hereby grants to Grantee a revocable license to use EDN's name, logos, and other marks or copyrighted materials (collectively "EDN Intellectual Property") that are necessary to create materials in support of Grantee's activities under this Agreement, and EDN will make the EDN Intellectual Property available to Grantee.

B. All material created using the EDN Intellectual Property shall be subject to the prior approval of EDN. EDN retains ownership of its marks, and all material created using the EDN Intellectual Property shall be deemed "works made for hire" under copyright law that shall be owned by EDN, unless otherwise agreed to in writing by EDN. In the event such materials do not qualify as "works made for hire," as that term is defined by U.S. copyright law, Grantee hereby assigns (or shall cause the maker of such material to assign) all ownership and rights to such materials to EDN.



VIII. MISCELLANEOUS:

- A. Authority to Contract. Grantee and EDN each represent and warrant that it has the full authority to enter into and to perform this Agreement and that its performance of this Agreement, , will not, to the best of its knowledge, violate any statute, regulation, judgment, decree or order of any governmental body or any agreement, understanding, commitment or the like with any other party.
- B. Independent Parties. This Agreement does not in any way make the parties partners or joint venturers or principal and agent. Grantee shall not act in any manner inconsistent with this provision.
- C. Assignment and Subcontracts. Neither party may assign any rights or delegate any duties under this Agreement without the express prior written consent of the other party.
- D. Modification. This Agreement cannot be changed or modified except by instrument in writing executed by each of the parties.
- E. Dispute Resolution. The parties agree to submit any unresolved disputes concerning the interpretation of this Agreement including claims for violations of Federal, State, or local statutes or contractual and common law rights, to a mediation process, with each party to bear its own attorney's fees and costs of the mediation to be borne equally by both parties. If mediation is unsuccessful, the parties agree to resolve the dispute through arbitration, following the rules and practices of the American Arbitration Association (Indian Arbitration Act) EDN shall be entitled to injunctive and declaratory relief in addition to all other remedies available. This provision shall survive the termination of this Agreement.
- F. Integration. This sets forth the entire Agreement of the parties and replaces and supersedes all other contracts, agreements, understandings, or proposals, written or oral, relating to the subject matter hereof.
- G. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver of any breach of that provision or of any other provision.
- H. Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Signed:

Earth Day Network

Juan Bues

Name: Juan Bues

Title: Jr. v. P

Centre for Environment Education

Kartikya V. Saraha

Name: KARTIKEYA V. SARAHA

Title: Director, CEE

INVOICE

INVOICE #1
DATE: MARCH 1, 2011
INVOICE PERIOD: MARCH 1, 2011 – MAY 31, 2011

FROM:
Name Centre for Environment Education
Address City, State, Zip
Thaltej Tekra, Ahmedabad-380054, Gujarat, INDIA

BILL TO:
Earth Day Network
1616 P Street NW
Suite 340
Washington, DC 20036

DATE	DESCRIPTION	AMOUNT
<i>Date of work performed</i> March 1, 2011	<i>First installment of USD 4,000 as grant to conduct Earth Day programs in 100 schools all over India.</i>	<i>USD 4,000</i>
TOTAL AMOUNT DUE		USD 4,000

Please make check payable to: **PLEASE HAVE YOUR OFFICE FILL THIS UP**

Name of Beneficiary; Centre for Environment Education
Bank: Indian Overseas Bank
Account number: 045001000002931
IFSC: IOBA 0000450
Swift: IOBAINBB353

Earth Day Network, Inc.
Outgoing Wire Transfer Form



Please provide the following information for a wire transfer and email the form to laron@earthday.net or fax the form to (202) 518-8794.

Wire Information

Domestic Wire: Foreign Wire: Country: USA

Currency Information: Domestic Wire: U.S. _____

For Foreign Wire: Amount: U.S. \$ or INR US\$4000

Banking Information

Beneficiary's Name: Centre for Environment Education

Beneficiary's Bank Name: Indian Overseas Bank

Beneficiary's Bank Address: Opp. Drive in Cinema, Thaltej Branch, Ahmedabad

Beneficiary's Account Number: 045001000002931

Beneficiary's Bank RTN/ABA/IBAN/IFS Number: Indian Overseas Bank, Ahmedabad (IOBA) 0000450

Beneficiary's Bank SWIFT/BIC Code: IOBAINBB353

Payment Description / Special Instructions: To Centre for Environment Education, Ahmedabad, India for the Project "Creating awareness for the Earth-care Programme". Ref: Invoice No.1 dated 1.3.2011

Authorization

Prepared by: Centre for Environment Education, Ahmedabad, India

Phone Number: 91-079-26858002 Date: March 1, 2011

Contact Email Address: dilip.vora@ceeindia.org

For Internal Use Only: Confirmation Number: _____

Approved By: _____ Date: _____

Should you or your bank have questions, please contact Shelley-Ann Porte at porte@earthday.net or at (202) 518-0044 ext. 10.

Earth Day Network, 1616 P Street NW, Suite 340, Washington, DC 20036