

## **TERMS AND CONDITIONS OF GRANT**

These Terms and Conditions (“Terms & Conditions”) govern all grants made by NTICVA (“the Trust”), a charitable trust established under Indian law and registered under the Income Tax Act, 1961. By submitting an application for a grant and/or accepting any grant payment, the applicant (“Grant Recipient”) agrees to comply fully with these Terms & Conditions.

### **1. Nature of Grant**

The Trust makes grants **only to individuals**, and not to organisations or entities. All grants are awarded solely to advance the objects of the Trust. No grant shall be construed as creating an employment relationship or a contractual right to future funding.

### **2. Application for Grant**

All applications for grants must be made using the Trust’s application form. The Trust reserves absolute discretion to approve, reject, defer or modify any grant application without assigning any reasons.

### **3. Accuracy of Information**

The Grant Recipient warrants that all information provided to the Trust is true, complete, accurate, and not misleading. The Grant Recipient shall promptly disclose any material change in circumstances that may affect eligibility for the grant. Any material misrepresentation, omission, or false statement may result in withdrawal of the grant offer and/or recovery of any grant funds already paid.

### **3. Payment of Grant**

Grant payments shall be made only to the bank account of the Grant Recipient, upon submission of valid documentation as required by the Trust. The Trust may withhold, delay, or suspend payment of a grant where it reasonably considers that further information or clarification is required or these Terms & Conditions have not been complied with. The Grant Recipient must acknowledge receipt of the grant payment in writing within **30 days** of the payment being made.

#### **4. Use of Grant**

Grant funds shall be used by the Grant Recipient exclusively for the purpose approved by the Trust and in no circumstances for commercial or profit-making activities, or any purpose prohibited under Indian law.

#### **5. Change of Circumstances**

If the Grant Recipient is unable to proceed with the approved purpose for utilisation of the grant, or if circumstances materially affect the use of the grant, the Trust must be informed promptly in writing. The Trust may, at its discretion, decide whether the funds can be used for another purpose or require partial or full repayment of the grant.

#### **6. Timeframe**

Grant funds must be utilised within **twelve (12) months** from the date of receipt, unless otherwise approved in writing by the Trust. Any unutilised funds at the end of the approved period shall be returned to the Trust.

#### **7. Records, Monitoring and Reporting**

The Grant Recipient must maintain accurate and complete records demonstrating how the grant funds have been used. Such records shall be retained for a minimum period of **three (3) years** from the end of the grant period. The Trust may, at its discretion, request copies of supporting documents, including bills, receipts, or statements of expenditure. The Grant Recipient must submit a written report to the Trust at the end of the grant period.

#### **8. Publicity and Confidentiality**

The Grant Recipient shall not publish or disclose any information relating to the grant or the Trust without the Trust's prior written consent.

#### **10. Repayment and Recovery**

The Trust may require partial or full repayment of the grant, at its discretion, if:

- the grant is misused in any way or applied for unauthorised purposes;

- the approved purpose of the grant cannot proceed;
- the Grant Recipient fails to comply with these Terms & Conditions; or
- the Grant Recipient's conduct brings, or is likely to bring, the Trust into disrepute.

Any amount required to be repaid shall be refunded within **thirty (30) days** of written demand by the Trust.

## **11. Termination of Grant**

The Trust may terminate the grant at any time by written notice if the Grant Recipient is in breach of these Terms & Conditions. Termination shall be without prejudice to the Trust's right to recover any grant funds already paid.

## **12. Limitation of Liability**

The Trust shall not be liable for any loss, damage, claim, or consequence arising directly or indirectly from the grant or the Grant Recipient's activities funded by the grant.

## **13. Assignment and Transfer**

Grant Recipients may **not** transfer or assign the grant or any part of the grant or any rights relating to it, to another individual, organisation or entity, without the Trust's prior written consent.

## **14. Variation**

Any variation to these Terms & Conditions shall be valid only if made in writing and authorised by the Trust.

## **15. Governing Law and Jurisdiction**

These Terms & Conditions shall be governed by and construed in accordance with the laws of **India**. The courts of **New Delhi** shall have exclusive jurisdiction in relation to any dispute arising under or in connection with these Terms & Conditions.

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