

[CAFA Agreement Counter-Signature \(All\)](#)

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Additions to the Grant Eligibility Application

Please note that for grants to Indian organizations holding a certificate of registration under the Foreign Contribution Regulation Act, 2010 ("**FCRA**"), the following additional clauses would need to be added to the Grant Eligibility Application. Capitalized terms used herein shall have the meaning ascribed to the same in the Grant Eligibility Application of CAF America.

1. The Organization will comply with all applicable laws, regulations and rules governing its operations and activities, including but not limited to the Foreign Contribution Regulation Act, 2010 ("**FCRA**"), as amended from time to time, and any rules, notifications, clarifications and orders issued thereunder. Without limiting the generality of the foregoing, no funds provided to the Organisation or the interest thereon may be:
 - a) utilized the funds directly or indirectly for any political activity or any method of political action as defined under the FCRA;
 - b) used for lobbying purposes;
 - c) used for any activities that may or likely to affect the (i) the sovereignty, integrity, security and strategic, scientific or economic interest of India; or (ii) public interest; or (iii) friendly relation with any foreign State; or (iv) harmony between religious, racial, social, linguistic, regional groups, castes or communities; or
 - d) transferred or sub-granted to any other person or entity (directly or indirectly), including, for the avoidance of doubt, any person or entity having a valid and subsisting prior permission or registration under the FCRA, with the exception of utilization of the Grant funds in accordance with the provisions of the FCRA.
2. In compliance with the FCRA, the Organisation has opened an FCRA designated account at the New Delhi Main Branch of the State Bank of India, 11 Sansad Marg, New Delhi-110001 (Branch Code: 00691) that is opened, designated and operated for the purposes of receipt of foreign contributions ("**SBI FCRA Account**"). The funds will be paid solely to such SBI FCRA Account, maintained in accordance with the FCRA.
3. Subject to applicable Indian laws, any Grant funds received by the Organisation, not expended or committed for the purposes of the Grant, or within the Eligibility Period,

will be returned to CAF America, or utilized in such a manner as determined by CAF America.[1]

4. The Organisation agrees and acknowledges that, in the event the funds (either whole or in part) provided by CAF America remain unspent or unutilized by the Organisation, the Organisation shall neither surrender, nor shall make an application for surrender of, its FCRA registration without prior consent of CAF America.
5. Either party shall have the right at any time to terminate this Grant agreement for any reason on [thirty (30)] days' written notice to the other party. In the event of (a) the Organisation fails to comply with the terms of this Agreement or applicable laws and regulations, including the FCRA; (b) the registration/ prior permission of the Organisation under the FCRA is suspended or cancelled; (c) any statements, representations, certifications, or documents provided by the Organisation are later determined to be false or materially misleading; (d) disbursement of funds would violate any provisions of applicable law; or (e) any impediment is created for disbursement of the funds due to orders of any governmental or regulatory authorities, CAF America may reserve the right to terminate or modify this agreement or discontinue funding, effective immediately upon delivery of written notice of termination to the Organisation.
6. The Organisation shall cooperate and consult with the CAF America, in relation to forms, applications or filings to be made to any governmental authorities in relation to the Grant.
7. The Organisation shall promptly notify CAF America, in writing, of any fact, circumstance, event, action, proceeding, suit, claim or investigation in any court or other dispute resolution forum initiated against the Organisation or any notice or communication received by the Organisation from any governmental authority, in relation to the grant funds provided by CAF America to the Organisation. In relation to the same, the Organisation shall not submit any form, application or make any filing with any governmental authority unless CAF America has been provided with copies of such document prior to filing and any comments or objections of the CAF America have been taken into account, with respect to such form, application or filing. Provided that, without limiting the generality of this provision, except otherwise provided in this Agreement and any other document that CAF America may specifically request, periodical filings in the ordinary course of business, required to be made under the applicable laws need not be disclosed to the CAF America under this provision.

The Organisation represents and warrants that it has verified the accuracy and completeness of the information (pertaining to the Organisation) set forth in its Grant Eligibility Application and the FCRA certification, and that such information, as of the date

of this Agreement, is true and correct and does not fail to disclose any material fact the omission of which causes the information presented to be misleading.

On behalf of the organization I agree that any funds which Charities Aid Foundation America, Inc., ("CAF America") may grant to the Organization during its Eligibility Period (defined below)(collectively, the "Grants") will be used as follows:

- The Grants, any income earned on Grant funds, and any capital assets created, developed, or acquired with the Grant funds will be used only for charitable purposes, specifically to fund the charitable activities described in the Grant Purpose section of the Organization's Grant Eligibility Application ("GEA") and only for expenses incurred after the payment of this grant.
- All Grant funds and income thereon must be maintained in a separate account dedicated to conducting the charitable activities described in the Grant Purpose section of the Organization's GEA, either as (1) a physically separate bank account, or (2) a separate bookkeeping account maintained as part of the Organization's financial records.
- The Organization will provide CAF America with annual written reports, signed by an officer of the Organization, describing its use of the Grants provided by CAF America each fiscal year. Such written reports will discuss the Organization's compliance with the terms of the Grants, the progress made in accomplishing the purposes of the outstanding Grants during that fiscal year, and any changes to the information submitted in this GEA. Such reports shall be due 4 months after the end of the Organization's fiscal year. CAF America will continue to collect a report for each fiscal year thereafter in which the Organization has unexpended funds from the Grants. CAF America reserves the right to modify this reporting schedule.
- The Organization shall only report on expenditures related to CAF America grant funds. Expenditures from other grantors should not be included on grantee reports submitted to CAF America.
- The Organization will not use the Grants, directly or indirectly:
 - o to carry on any propaganda or otherwise attempt to influence legislation;
 - o to influence the outcome of any specific public election or to carry on any voter registration drive;
 - o to induce or encourage violations of law or public policy or to cause any improper private benefit to occur;
 - o to provide tuition, medical expenses, or other economic benefits to a donor, a donor's advisor, or a member of a donor's family;
 - o except as provided in a separate written agreement with CAF America, (i) to make any grants to individuals or organizations, (ii) to create, develop, or acquire any capital asset worth more than \$5,000 with a useful life of over one year, or (iii) to conduct activities in (or travel to or from) the United States (unless the Organization is a U.S. entity);
 - o or to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.
- The Organization does not knowingly employ individuals or contribute funds to organizations that the Organization otherwise knows to support terrorism or to individuals or organizations found on any terrorist-related list promulgated by the U.S. Government, the United Nations or the European Union, including the Department of Treasury's Office of Foreign Assets Control Specially Designated Nationals List, the Department of Justice's Terrorist Exclusion List and the list annexed to Executive Order 13224.
- The Organization warrants that it does not and will not use Grant funds to (i) make any illegal payments directly or indirectly to government officials, political parties, or political candidates outside the US, (ii) make any other payments to such persons (or to others knowing that they will use the funds to make payments to such persons) that would cause CAF America or any other person to violate the United States Foreign Corrupt Practices Act of 1977 as amended. The Organization will maintain records of receipts and expenditures of the Grant funds for a period of seven years after the Grant funds have been expended. The Organization will make such records available to CAF America for inspection, upon request. CAF America may monitor and conduct an evaluation of operations under the Grants, which may include a site visit arranged by CAF America to observe the Organization's program, discuss the program with the Organization's personnel and review financial records and other

materials connected with the activities financed by the Grants. If CAF America is not satisfied with the quality of the work done or the progress made under the Grants, or determines that the Organization is not capable of satisfactorily completing the Grants, CAF America may, in its sole discretion, withhold payment of Grant funds, or declare the Grants terminated. • If the Organization is dissolved, if the Grants are terminated, or if the Organization is otherwise unable to use the Grants for the activities described in the Grant Purpose section of the GEA, the Organization will promptly return any unexpended grant funds to CAF America. • The Organization and its authorized signatory certify that the responses to this Grant Eligibility Application are true and complete. If they are not, CAF America may declare the Grants terminated and require repayment of some or all of the Grants. • If any portion of the Grants is used for any purpose other than those described in the Grant Purpose section of the GEA, the Organization will promptly notify CAF America. CAF America will withhold any further payment of Grant funds until it has received assurance that the Organization has taken appropriate precautions sufficient to prevent future misuse from occurring. In addition, CAF America may require the Organization to repay some or all of the Grant funds. • The Eligibility Period ceases, and this agreement shall be considered terminated, two-three years after the parties execute this agreement, except to the extent CAF America extends or shortens such eligibility period (and this agreement) in its own discretion. The Organization represents, warrants, and undertakes that the facts stated in this GEA, and such updates to those facts that the Organization may submit from time to time in subsequent communications with CAF America, are accurate and complete. • The Organization acknowledges and accepts that the award of any Grant is a matter of CAF America's sole and absolute discretion and that nothing in the GEA, these Grant Terms or any prior dealings with CAF America, imposes any obligation on CAF America to award any Grants. In particular, the Organization acknowledges that execution of these Grant Terms by CAF America merely indicates agreement and acceptance by CAF America that a necessary pre-condition to the award of any Grants (namely the agreement and acceptance by the Organization of these Grant Terms) has been satisfied. • The Organization understands that this Agreement does not confer upon the Organization any special recognition from, endorsement by, or affiliation with CAF America. • CAF America reserves the right to change these Grant Terms in the future, and such terms shall become binding upon the Organization if it does not object within 30 days after receiving notice of such changes. If the Organization objects and the parties cannot agree on suitable terms within 30 days, the Grants will terminate. • This Agreement is governed by the laws of the Commonwealth of Virginia and, with respect to the Grants, supersedes all prior agreements of the parties.

- I Agree

E Signature

- I certify by typing my name on the signature line that I am authorized by the governing board of my organization to represent my organization as a signatory on legally binding documents and by listing my name I am bound to the same extent as if I had provided a physical signature. *

Grantee Name:

Fulminare Social Help Foundation

Authorized Signatory

Sumit Kumar

Signatory's Title/Position

Director

Date of Signature

08/06/2026

CAF America Reviewer Countersignatory

CAF Reviewer Signatory

Olga Colley

Reviewer Title/Position

Specialist III, Grant Services

Date of Countersignature

09/17/2026