

ARTVENTURE

14 May 2008

Mr. Pradip Kumar Jha
Welfare India
P & T Chowk, Barmasia
Katihar 854105
INDIA

Dear Mr. Pradip Kumar Jha,

ArtVenture Grant Award Letter - Art in Action

We are delighted to confirm that your application to ArtVenture for a grant in connection with *Awareness on prevention of HIV/AIDS using folk music and dance among the migrant populations in Katihar [Bihar], India* as been successful. Please be informed that project has been renamed internally to *Using Folk Music & Dance to Raise HIV/AIDS Awareness*.

ArtVenture works with organisations that are providing solutions which address the root causes of poverty, illness and conflict in the global village. Our mission connects the living arts to the major challenges of the 21st century. The living arts play a vital role in crafting individual spirits and perceptions and harnessing the creativity needed for human development. We are pleased to provide a grant to Welfare India towards this end.

Details of the terms and conditions of the grant are outlined in the Grant Agreement, two copies of which are attached to this letter. The grant will be paid in 2 instalments and is subject to strict reporting requirements. We would highlight that the grant shall be for Staff Salaries, Per-diem for Artists, Rental of Motor Vehicle, Printing of IEC Materials, Videography and Production Costs and is contingent upon the organization receiving FCRA status.

Philanthropy does not end with the act of giving; indeed, this is where it really begins. Post-grant performance monitoring allows us to evaluate results and fine tune our methods so that our knowledge and effectiveness is constantly growing.

We should be grateful if you would confirm your acceptance by signing, dating and returning to me a copy of the Grant Agreement. The first instalment of the grant monies will be paid as soon as practicable following the receipt of the same.

Yours sincerely,

For and on behalf of
ARTVENTURE



Victoria Shu
Researcher

Grant Agreement

This is an agreement (the «**Agreement**») between ArtVenture Holdings Limited («**ArtVenture**») and Welfare India (the «**Grantee**»).

BACKGROUND

ArtVenture has approved a grant to Grantee (the «**Grant**») in the sum of USD 15,000 to accomplish certain purposes described in the Grant Request Application Form (the «**Application**») submitted to ArtVenture on 18 March 2008 . The Grant is subject to the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises contained herein, and intending to be legally bound, ArtVenture and the Grantee agree as follows:

1. Purpose of the Grant

The Grant is made for the purpose (the «**Project**») described in the Application. The Grant shall be expended solely for the budgeted expenses described in the Application, specifically Staff Salaries, Per-diem for Artists, Rental of Motor Vehicle, Printing of IEC Materials, Videography and Production Costs and shall not be used for any other purpose without the consent of ArtVenture.

2. Grant Payments

Subject to receipt of satisfactory reporting outlined in Clause 3 below, ArtVenture will pay the Grant to such proper bank account as the Grantee notifies ArtVenture in 2 instalments in accordance with the following schedule (or as soon as practicable thereafter):

Instalment 1 - USD 7,500 payable on 30 May, 2008

Instalment 2 - USD 7,500 payable on 19 December, 2008

3. Reports by the Grantee

The Grantee shall report to ArtVenture on the Project in accordance with the following schedule:

Interim Report - 15 December, 2008

Final Report - 19 June, 2009

The Interim report shall contain the following narrative and financial information:

- *Details on the recording of the folk songs, including information about the team of musicians, singers and dancers who perform the compositions;*
- *Schedule of and attendance at training sessions conducted for the Nukkad Natak and cultural team;*

- *Details of content covered at the training sessions for the two teams;*
- *Schedule of performances;*
- *Attendance records of performances;*
- *Updates and samples of the IEC materials created for the project;*
- *Feedback from the participants, instructors and audience;*
- *Details of expenditure to date;*
- *Photographs and/or videos of training sessions, recording sessions, performances and other activities*

The Final report shall contain the following narrative and financial information:

- *Schedule of and attendance at training sessions conducted for the Nukkad Natak and cultural team;*
- *Details of content covered at the training sessions for the two teams;*
- *Schedule of performances;*
- *Attendance records of performances;*
- *Updates and samples of the IEC materials created for the project;*
- *Feedback from the participants, instructors and audience;*
- *Details of post-programme outcomes;*
- *Photographs, CDs, videos and/or other material taken to date;*
- *Full budget report on expenditures to date and any funding balance*

4. Reports by ArtVenture

ArtVenture may include information regarding the Grant in its annual returns and may also reflect the Grant in its press releases and other public information. This will also include any photographs or video supplied by the Grantee.

The Grantee shall display and maintain in connection with the Project such plaques, signs, commemorative and promotional material as ArtVenture may require.

5. Prohibited Expenditures

The Grant shall not be used to influence legislation or the outcome of any specific public election, to carry on (directly or indirectly) any voter registration drive, to make grants to individuals, or to undertake any activity that does not include the purpose as outlined in the Application. The Grantee undertakes to ensure that the Grant is expended solely for the purpose for which it was made.

6. Record Keeping and Accounts

Books of original entry and other accounting records maintained by Grantee shall be available for audit upon ArtVenture's request. Funds received and expenditures made with respect to the Grant shall be shown separately on Grantee's books and records. Grantee shall maintain all Grant funds in one or more funds or accounts dedicated to the Project. Grantee shall keep records and reports relating to the Grant for at least four years after the Grant is fully expended.

7. Repayment of Grant

If ArtVenture determines in its sole discretion, based on the Grantee's reports or any other information, that Grantee has violated any of the terms and conditions of this Agreement, Grantee shall repay to ArtVenture, upon demand, any portion of the Grant previously paid to Grantee, and ArtVenture shall have no further obligation to Grantee with respect to the Grant.

8. Additional Funds

If the Grantee receives additional funds for the Project, ArtVenture is to be notified immediately. Details of the donor organisation and the amount granted must be provided.

9. Unspent Grant Money

The Grantee will notify ArtVenture of any unspent Grant money at the completion of the Project. The Grantee will take immediate steps to return the money to ArtVenture.

10. Grantee's Representations

Grantee represents, warrants and undertakes to ArtVenture that (i) all information provided by or on behalf of the Grantee to or for ArtVenture in connection with the Grant was true and accurate and not misleading when it was provided and nothing has occurred since that time to make it untrue, inaccurate or misleading in any material respect; (ii) the Grantee has disclosed to ArtVenture all information which would or might reasonably be thought to influence ArtVenture in the awarding or payment of the Grant to the Grantee or the amount thereof; (iii) the Grantee is a non-profit entity, organised and operated exclusively for the purposes it has represented itself to ArtVenture; (iv) this Agreement is legally binding and enforceable; and (v) the Grantee shall inform ArtVenture promptly upon any change (material or otherwise) in the circumstances warranted or represented under this Clause.

11. Assignment

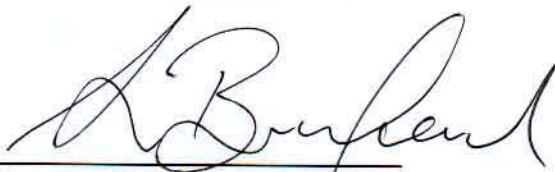
ArtVenture may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Grant Agreement. The Grantee shall not, without the prior written consent of Orient Global, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Grant Agreement.

12. Miscellaneous

The awarding of the Grant and the execution of this Agreement shall not be construed in any manner to imply that ArtVenture is obligated to provide further financial support to the Grantee.

This Agreement represents the entire agreement between the parties. No change or amendment to this Agreement shall be effective unless it is made in writing and is duly executed by the parties. The Agreement shall be governed by the laws of Singapore and shall bind and ensure to the benefit of the parties' successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement this ___ day of _____, 2008.



Signed by Sara Bradford
For and on behalf of
ArtVenture Holdings Limited


PRADIP KUMAR JHA

Signed by
For and on behalf of
Welfare India

Secretary
WELFARE INDIA
P & T Chowk, Barmasia
Katihar-854105 (Bihar)

