

S.P. LOHIA FOUNDATION



SEVA GRANT

TERMS AND CONDITIONS FOR THE SEVA GRANT

The Seva Grant is a charitable grant project established and funded by the **SP Lohia Foundation**, a charitable company limited by guarantee with company number 13231493 and registered in England with the Charity Commission under registration number 1195432 (the **Charity**). A fund of £50,000 per year has been designated to support charitable projects that employees of Indorama are looking to support by investing their personal time in and raising match funding for the project with funds from the Charity and others (**Projects**).

To be eligible for a Seva Grant any applicant (**you**) must abide by the terms and conditions that are set out below and any additional terms set out in any letter confirming the offer of a grant.

1. ELIGIBILITY

- 1.1 The Seva Grant is available to the current employees of Indorama Corporation Pte Ltd and its subsidiaries. Applicants must have been employed for a period of at least 2 years prior to the date of application, in order to make an application.
- 1.2 Applications for the Seva Grant should meet the "Guiding Principles" as set out in the Seva Grant guidelines issues by the Charity, and the applicant should demonstrate this in their application for a Seva Grant.
- 1.3 An applicant may submit only one application for funding at any one time and may not submit multiple applications.

2. KEY FEATURES OF THE SEVA GRANT

- 2.1 The Charity will normally award grants to successful applicants in the range of £5,000 to £25,000, at the Charity's discretion.
- 2.2 All applications must seek to support a charitable project (under English law) such as, but not limited to, a project that seeks to support a community development project, a local school or to work with an existing charity or not for profit. Decisions as to whether projects are charitable under English law are determined by the Trustees of the Charity (**Trustees**) in their sole discretion or any other person authorized by the Trustees. The Trustees will not fund religious or political purposes or activities.
- 2.3 Successful applicants shall be granted up to 50% of the total funding required by the applicant to support their chosen charitable project. The provision of the grant is conditional on the applicant securing the balance of funding required for the project and giving this to the Charity. The applicant is also required to personally financially contribute to the project, as well as devote their own time and effort to the project to ensure its success.
- 2.4 Only in exceptional cases shall the Charity award more than 50% of the total funding required and only in the sole discretion of the Trustees.

3. APPLICATION PROCESS

- 3.1 The application process may be managed and administered by a committee of the Charity (the Seva Grant Committee) or by any other person but only acting with delegated authority from the Trustees, and the Trustees retain overall responsibility for the Seva Grant and its application.
- 3.2 All eligible candidates shall make an online application to the Charity by accessing the online link on the SPLF website.

- 3.3 If the funded project is to support the work of an organization established as a charity or not for profit outside the United Kingdom the Trustees may require evidence of its charitable status and that all of the activities of the Project qualify as being charitable for the public benefit as if they were undertaken by an organization that is registered as a charity in England and Wales.
- 3.4 The trustees of the Charity (the **Trustees**) may from time to time request any additional information that may be required from you, in their sole discretion, in relation to the support of the Project.
- 3.5 All applications will be subject to an initial assessment to ensure they meet the basic criteria for funding.
- 3.6 Applicants should note that the Charity always receives far more applications than it has funds to support. Even if the criteria are met the Charity may still be unable to provide a Seva Grant.
- 3.7 The Trustees will aim to inform applicants whether their application has been successful on a quarterly basis.
- 3.8 The Trustees will not be obliged to provide an explanation to the applicant should their application be unsuccessful.

4. TERMS OF FUNDING

- 4.1 By accepting Seva Grant, you agree to the following terms:
- 4.1.1 That you will use the Seva Grant for the purposes stipulated by the Charity in the written offer of Seva Grant and for no other purpose without the Trustees' prior written consent.
- 4.1.2 That should there be any reduction in the funding provided to match the Seva Grant you will notify the Charity immediately in writing by notifying Mr Gaurav Kalyani @ gaurav.kalyani@indorama.com. In such circumstances the Charity reserves the right to review and amend its support of the Project.
- 4.1.3 You will ensure that proper receipts are kept for all expenditure incurred and funding by the Seva Grant and retain such other documentation as is necessary to demonstrate that the Seva grant has been used for the purposes stipulated by the Charity.
- 4.1.4 That the Trustees or their representative may visit the Project on reasonable notice or otherwise may reasonable enquiries of you to be satisfied that the Seva Grant is being used for the purposes provided and that your personal commitment to the Project is being maintained.
- 4.1.5 To acknowledge (but only with the Trustees' prior permission and in the form prescribed by the Trustees), the Charity's financial assistance on any literature or other media relating to the funded Project.
- 4.1.6 That you will be obliged to repay the Seva Grant to the Charity on request if you fail to use it for the purposes stipulated by the Charity or otherwise fail to comply with these terms and conditions and any additional terms that may be included in the written offer of Seva Grant.
- 4.1.7 You will provide the Charity with a report demonstrating how the Seva Grant has been spent and how it has impacted on the beneficiaries within [3] months of the Seva Grant's expenditure.
- 4.1.8 That you will enter into an agreement and/or any memorandum of understanding with the Charity or with any person directed by the Charity in order to record the making of the Seva Grant, its application and/or the management of the Project.

4.1.9 Any subsequent taxes or local government charges are to borne by the applicant only.

4.2 You will ensure that the Project maintains adequate insurance in respect of:

4.2.1 any premises, equipment and facilities purchased or operated using (in whole or in party) the Seva Grant; and

4.2.2 any risk or injury to health or safety, or any other risk to the health, safety and well -being of any person, which occurs by reason of carrying out the funded Project.

and the Charity shall have no responsibility in relation to the same.

5. AMENDMENTS

5.1 These terms will be reviewed regularly, and the Charity may in its discretion make changes to these terms from time to time.

5.2 The Charity will notify you of any changes that need to be made and the effective date of the change either by writing to you, or by issuing a communication on its website.

6. DATA

6.1 You confirm and agree that any personal data we collect from you may be used by the Charity for the purpose of promoting and reporting on its charitable activities and may be shared with any member of the Indorama Group.

6.2 Where you provide us with personal data pertaining to third parties, you confirm that you have permission to provide their personal data to us for us to use and process as set out in clause 6.1.

7. TERMINATION

7.1 The Charity may cease to provide any further funding and may demand repayment of any of the Seva Grant with immediate effect by giving written notice to you if:

7.1.1 you commit a serious breach any of these terms and conditions as reasonably determined by the Trustees and which they determine is not capable of remedy;

7.1.2 you or any other party engaged in the delivery of the funded Project undertakes activities which, in the Trustees' reasonable opinion are likely to bring the reputation of the Charity into disrepute.

8. GOVERNING LAW AND RIGHTS OF THIRD PARTIES

8.1 These terms and conditions shall be governed by English law and any matter concerning the same shall be subject to the exclusive jurisdiction of the English courts.

8.2 No person who is not a party to these terms and conditions shall be entitled to enforce or rely on any of these terms.