

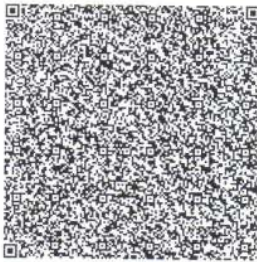


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No. : IN-KA82718970775401Q  
Certificate Issued Date : 30-Jan-2018 12:10 PM  
Account Reference : NONACC (BK)/ kaapxbk09/ BANGALORE8/ KA-BA  
Unique Doc. Reference : SUBIN-KAKAAPXBK0915626666501142Q  
Purchased by : DIRECT DIALOGUE INITIATIVES INDIA PVT LTD  
Description of Document : Article 12 Bond  
Description : SERVICE AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : DIRECT DIALOGUE INITIATIVES INDIA PVT LTD  
Second Party : GREENPEACE ENVIRONMENT TRUST  
Stamp Duty Paid By : DIRECT DIALOGUE INITIATIVES INDIA PVT LTD  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)



.....Please write or type below this line.....

### MASTER SERVICES AGREEMENT

This Master Service Agreement (referred to hereafter as the "Agreement") executed at Bangalore on this 30<sup>th</sup> day of January 2018 made by and between:

### THE PARTIES:

**Direct Dialogue Initiatives India Private Limited**, a company incorporated under the Companies Act, 2013 with CIN Number **U74999KA2016PTC097239** and having its



### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shicilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

registered office at 5<sup>th</sup> Floor, Shubharam Complex, Nos. 144 and 144/1, M.G. Road, Bengaluru – 560 001, represented by its Chief Executive Officer, Mr. Binu Jacob, (hereinafter referred to as "DDII" which term, unless repugnant the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the **One Part**.

**AND**

**Greenpeace Environment Trust**, a not for profit organisation registered as a Trust, bearing Reg No- 616/2001, having its registered office at New No 6 (Old No.21), First Floor, Rajaram Mehta Avenue, Nelson Manickam Mudaliar Road, Chennai, - 600 029, represented by its Honorary Interim Executive Director, Ramesh Kumar Singh Malla (hereinafter referred to as "GPET" which term, unless repugnant to the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the **Other Part**

(DDII and GPET, where the context so permits, will be referred to hereinafter individually as the "**Party**" and collectively as the "**Parties**")

**WHEREAS**

- a) DDII is engaged in the business of ethical fundraising - providing marketing, fundraising and related support services to non-governmental organisations (NGOs) and charitable institutions in India.
- b) GPET is an independent Indian environmental campaigning organisation the work of which is supported largely by contributions from Indian nationals in the form of recurring or one-off donations. GPET is desirous to engage the services of DDII for fundraising, marketing, awareness creation, database management and donor servicing related services to support & further its environmental objectives.
- c) The Parties had previously executed a Master Service Agreement dated March 01, 2017 ("**Original Agreement**") detailing the terms and conditions for a framework agreement for the Services to be delivered to GPET by DDII. However, the Parties desire to revise certain terms and conditions of the Original Agreement with respect to the Services to be provided by DDII to GPET, by way of this Agreement.
- d) To achieve the afore mentioned objectives the Parties have agreed to enter into this Agreement detailing the revised terms and conditions, which envisages having multiple Statements of Work (SOWs) executed as annexures to this Agreement, which will define the scope of individual assignments, execution methodology and time frame, commercial and other specific terms.





- e) The Parties hereby agree that this Agreement shall supersede the Original Agreement in its entirety and any references to the Original Agreement and/or any ancillary documents executed by any of the Parties shall be deemed to refer to this Agreement and not the Original Agreement. Further, any Services provided under the terms of the Original Agreement shall be deemed to have been provided in accordance with the terms of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:**

**1.0 DEFINITIONS**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:
- (a) **"Arm's Length"** shall have the meaning as defined under Income Tax Act, 1961.
  - (b) **"Confidential Information"** as used in this Agreement includes any and all technical and business information disclosed in any manner or form including, but not limited to computerized data, information or software, analysis reports and notes, memoranda, minutes of meetings and other writings, financial plans and records, promotional plans, campaign strategies, computer software programs, source code, relationships with third parties, donors' lists, information regarding donors and supporters, management, employees and affiliates which is clearly marked as "Confidential" or "proprietary" if communicated in writing or by electronic media with similar marking. Information communicated orally, by electronic media without a confidentiality legend or by inspection, shall be considered Confidential Information if such information is confirmed in writing as being Confidential Information within thirty days of the initial disclosure.
  - (c) **"Ethical Fundraising"** - Performing of fundraising activities in accordance with DDII's values and DDII's ethical fundraising policy, as well as Clients' values and policies to the extent they have been made part of the Agreement and/or any SOW.
  - (d) **"Regular/Recurring Donors"** - All Donors who have agreed to donate to GPET in a frequency of their choice (Monthly, Quarterly, Half Yearly or Annually) using standing instructions against their bank account, credit card or payment wallets are referred to as Regular/Recurring Donors.



- (e) **"One Time Donors"** - All Donors who have agreed to donate to GPET for one time within a calendar year are referred to as One Time Donors. **"Existing Donor(s)"** for a particular calendar year shall be the Regular / Recurring donor(s) who have been enrolled by GPET before 1<sup>st</sup> March 2017.
- (f) **"New Regular/Recurring Donor(s)"** shall be the regular/recurring donors enrolled by DDII for GPET (starting 1<sup>st</sup> March 2017) who are donating to GPET for the first time. The period until which these donors will continue to be tagged as **"New Regular/Recurring Donors"** will be 12 months from the date of First Debit Request sent for such donors, irrespective of the debit being a success or failure. With regards to One Time Donors, everyone enrolled by DDII and donating post 1<sup>st</sup> March 2017, will be treated as a New Donor irrespective of which year their first contribution has been secured in. Any exceptions to scenarios related to either the One Time Donors or Regular/Recurring Donors will be specified in the SOWs.
- (g) **Reactivation** is a strand that focuses on renewing financial contribution of donors whose donations to GPET has been discontinued, this includes regular/recurring donors and One Time Donors. These donors could be either in the existing donor database or New Donor database of GPET, however, since they have to be enrolled again in the same manner as a new donor, hence, these donors will be treated as "New Acquisition Donors", both for regular/recurring and one-time donations.
- (h) **Upgrade** is where regular/recurring donors agree to increase their contribution amount towards GPET.
- (i) **"IT Infrastructure"** refers to the composite hardware, software, network resources and services required for existence, operations and management of an Information Technology environment.
- (j) **"Services"** means the services to be rendered by DDII to GPET, in pursuance of this Agreement and any SOW.
- (k) **"Statement of Work (SOW)"** shall be an annexure to the **Master Services Agreement** as per appended model which shall be executed by the Parties from time to time. The SOW's shall be signed by the signatories of the **Master Services Agreement** or by any other duly authorised persons. Unless agreed otherwise, the SOW's will normally include provisions regarding:
- (1) Scope of Work
  - (2) Geographical location





- (3) Time period for execution
- (4) Operating instructions
- (5) Resource requirement
- (6) Skill level of resources and training requirements
- (7) Complaint handling and escalation process
- (8) Travel requirement and authorization process
- (9) Service charges and terms of payment
- (10) Taxes applicable and other commercial terms

1.2 Unless the context requires otherwise, in this Agreement:

- (a) references to clauses, sub-clauses and appendices are to clauses, sub-clauses and appendices of this Agreement;
- (b) headings to clauses and appendices are for convenience only and do not affect the interpretation of the Agreement;
- (c) reference to a "person" shall be construed to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- (d) reference to any statute or statutory provisions or to any regulations shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

## 2.0 SCOPE OF WORK

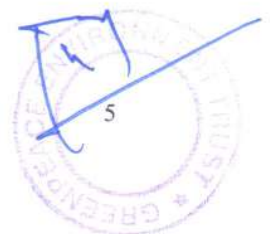
The Master Services Agreement will cover the following, unless agreed differently in any individual Statement of Work:

### 2.1 Support to Existing Donors:

GPET will share the database of its existing Donors with DDII and DDII shall ensure timely processing of donations from the Donors. DDII is responsible for keeping and updating relevant information of the donors, and for engaging with the donors on behalf of GPET, so that they continue to be supporters of GPET campaigns and contribute financially. DDII will prepare and send periodic reports to GPET, relating to amounts contributed by donors and highlight any deviation from planned contribution in individual donor's contribution.

### 2.2 Enrolment of New Donors:

DDII shall endeavour to identify/enrol New Donors for long term contribution through a regular giving model and one-off donors, unless otherwise specified and agreed with GPET. DDII will innovate in the fund mobilization space and diversify its mode of donor engagement and enrolment while striving for long term sustainability.



### 2.3 Donor Development

DDII shall reach out to the Existing donors of GPET and endeavour to increase the contribution value for both one-off donors and regular donors. DDII shall also make best efforts to engage with New Donors in order to have such New Donors increase the donation amounts contributed by them.

### 2.4 Support Campaigns of GPET:

DDII shall support GPET with its staff to assist in spreading awareness on various environmental issues and in the process also enrol supporters for the campaigns of GPET.

### 2.5 Maintenance of Donor Database:

DDII shall have access to the donor database of GPET (for Existing Donors and potential or New Donors) and shall update and maintain the same as per instruction of GPET. DDII will abide by the Information Technology Act, 2000 ("IT Act") and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("Data Protection Rules") and such other data sharing and data security policies applicable to GPET or any updated versions thereof for performing this function. It is hereby clarified that all personal information of GPET and/or the donors (whether Existing Donors/New Donors/potential donors), including any credit/debit card details of GPET and/ or such Existing Donors/New Donors/potential donors to which DDII has access to, shall be utilized only for the purpose of this Agreement and shall be treated as strictly confidential and protected in accordance with the applicable laws including but not limited to the IT Act and the Data Protection Rules. In the event that DDII is required to disclose any such personal data pursuant to any statutory or regulatory authority or court order, it shall immediately inform GPET of the said requirement. Further, such disclosure may be made only to the extent specifically sought by the said governmental, judicial or regulatory authority;

### 2.6 Business Analysis

DDII shall perform business analysis on fundraising and awareness related programs and provide reports to GPET management in structured formats periodically. DDII shall also suggest action plans to GPET based on analysis of the results and observed trends.





## 2.7 Donor Servicing

DDII will set up a dedicated team to handle all queries from donors and supporters of GPET. DDII will create a standard operating procedure to be followed for handling queries and complaints by its team.

## 2.8 Tele Fundraising

DDII shall reach out to the supporters/petition signers of GPET via tele-calling, emails and/or face-to-face communication and endeavour to have them sign up as donors for GPET.

## 2.9 Marketing and Communications

DDII shall use appropriate strategies and tactics for GPET campaign outreach work using online, offline and mobile media. 'Appropriate' shall mean: at minimum in accordance with Greenpeace core values, and with any other applicable or agreed standards and policies.

DDII will also, in consultation with GPET, create communication materials to be used for interacting with different kinds of audiences to further the work of GPET, from both a fundraising and a marketing perspective.

## 2.10 Change Orders

No change(s) to a SOW shall become effective unless and until the Parties execute a written Change Order describing any such changes and their impact on the affected SOW ("**Change Order**"). A Change Order shall include: (a) the changes to the Services; (b) any new or changed responsibilities of a Party; (c) a new timetable for completion of the Services, as applicable; (d) changes to the fee, if any; and (e) such other items as may be appropriate. On execution of the Change Order, the Change Order shall become an integral part of the applicable SOW and will apply only to such SOW with respect to which the Change Order has been executed. The provisions set forth in the accepted Change Order shall prevail over those set forth in the SOW to which it relates and those set forth in all prior and related Change Orders. Neither Party shall unreasonably withhold, deny or delay approval of any Change Order proposed or requested by the other Party.

2.11 The Parties agree and acknowledge that they are independent entities, undertaking independent lines of business and activities, and that all transactions as mentioned hereunder are being undertaken on an Arm's Length basis.



### **3.0 FACILITIES**

#### **3.1 Premises/ Work Place**

DDII may open fundraising centres in locations of its choice to achieve the objectives of this agreement. DDII will share information on its locations planning with GPET prior to the opening of such centres.

#### **3.2 Information Technology Infrastructure**

DDII will ensure that its offices and its employees are equipped with adequate IT infrastructure, communication facilities and IT tools in order to be able to discharge its obligations under this agreement and/or any SOWs efficiently. At GPET's request DDII will ensure that supporters' personal data shall be housed in a centralized server owned or held and managed by DDII, in order to ensure excellent information security.

If it is found that DDII would be able to carry its role better when its staff has access to certain information captured in GPET IT infrastructure, GPET may decide to provide such access on a case by case basis. It is hereby clarified that such staff shall be bound by the terms and conditions of this Agreement including but not limited to its obligations of confidentiality.

#### **3.3 Usage of Brands and Logos**

GPET hereby, during the term of this Agreement, provides DDII with a sub-license, which DDII accepts, to use the Greenpeace brand name and logo for the purpose of carrying out the Services under this Agreement and related SOW's. For this purpose, GPET and DDII have entered into a 'Framework IP Licensing Agreement' dated 1<sup>st</sup> March 2017 for the purposes of allowing DDII to use the Greenpeace brand and certain other identified intellectual property as more fully described under such Agreement. It is agreed between the Parties that DDII shall have right to market, promote and publicize the business of GPET and perform its obligations under this Agreement, in accordance with this Agreement, the Framework Agreement or in the manner that the Parties may mutually agree.

#### **3.4 Travel and Other Out of Pocket Expenses**

If DDII employees or consultants need to undertake travel specifically for GPET work, DDII may request reimbursement for related out of pocket expenses from GPET, provided such expenses have been incurred with prior written approval of GPET. These requirements may be stated in more detail in individual Statements of Work (SOWs).





With regard to accommodation related to staff travel under any SOW, DDII is aware that GPET has guesthouse available currently in Bengaluru DDII will inquire as soon as possible about the availability of space in such guesthouse and use these if available, GPET cannot be required to refund any accommodation expenses incurred for such travel.

#### **4.0 COMMERCIAL TERMS**

Commercial terms for each category of services to be provided by DDII shall be negotiated and laid down in each SOW. The principles to be followed for negotiating commercial terms are as below:

##### **4.1 Arm's Length Commercial Terms**

Each party to this agreement and any SOW is acting solely in the capacity of an arm's-length contractual counterparty to the other.

##### **4.2 Invoicing**

For each SOW, DDII shall send GPET a monthly invoice, with specification regarding the services provided. Invoices will normally be sent within 10 days from closing of the month, where the invoice is dependent on information to be received from GPET's banks for donations credited, in such cases the invoice will be raised post receipt of such information's. Separate invoices will be sent for each SOW.

##### **4.3 Payment Terms**

All invoices are payable by GPET within 30 days from the invoice date, unless otherwise agreed to in writing.

##### **4.4 Taxes**

DDII will bear all the taxes and levies applicable to itself with respect to the payments made by GPET to DDII under the terms of this Agreement or any SOW hereunder, such as payroll taxes, trade taxes, municipal taxes, income tax and any such taxes applicable on the transaction.



## **5.0 RECRUITMENT, TRAINING AND APPRAISAL**

### **5.1 Staff Recruitment**

DDII shall identify its dedicated team(s) for GPET engagement as per skill level required for the specific work. While recruiting its staff, DDII will be allowed to use reference of GPET in the advertisements only for those positions which are to be dedicatedly assigned to the process of GPET. Such staff can be allowed to work for any other process in DDII only with an explicit permission communicated in writing by GPET. GPET shall participate in the interview process for hiring key resources by DDII to be engaged in GPET work.

### **5.2 Transfer of Resources**

If DDII is in need of more staff for more successful execution of a particular SOW, DDII may ask GPET to endeavour to make trained staff available to assist DDII part-time or full-time for this particular SOW, e.g. through a secondment, terms of which will be agreed in writing on a case-by-case basis. The same would also hold true in case GPET is in need of staff from DDII to assist with delivering requirements of a particular SOW.

### **5.3 Training**

DDII may require its staff to take part in trainings organized by GPET from time to time in order to have best alignment between the Parties on the SOWs and achieve best results. This would normally include an induction training for new recruits. In addition, DDII employees may also undergo advanced training before taking up a new assignment or a new campaign. Training may also be organized on new tools or processes to be implemented by GPET; and which will become a part of the day to day work of DDII employees. GPET shall not charge DDII any fees for training if GPET asks DDII staff to undergo such training. DDII shall reciprocate this process as is to GPET in case if any request is made to train GPET's existing staff.

### **5.4 Appraisal**

DDII management shall be responsible for periodic monitoring of performance of their employees and consultants engaged in GPET projects. The appraisal shall be based on certain predetermined performance benchmarks. DDII shall set the performance benchmarks of an individual or a team working as per agreed/approved SOW.





## 6.0 OBLIGATIONS OF DDII

- 6.1 DDII warrants that it shall not (and will ensure that its employees, consultants, representatives and agents do not) represent GPET in such a manner that it is able to bind GPET contractually in any manner without GPET' explicit written permission.
- 6.2 DDII shall abide by its ethical fundraising policy and client's applicable policies at all times.
- 6.3 DDII shall collect, retain and delete personal data of its clients' donors, former donors and any other supporters if relevant, in accordance with its obligations under the laws of India and its own as well as its clients' personal data protection policies regarding the collection, processing, retention and disposal of personal data. Regarding credit card data, DDII shall at minimum comply with PCI standards and requires that its clients do the same.
- 6.4 DDII shall not accept cash donations from any potential Supporters when performing Fundraising Services. Potential Supporters will be requested to send their one-off donations through a cheque or money order to the business address of GPET, or to donate online via DDII and Greenpeace India website. For recurring donations by bank debits, credit cards, wallets or payment banks, DDII will get supporters to fill in the forms, physically or electronically, provided by GPET, allowing donors to authorize GPET to collect the donation amount from donor's accounts. DDII while performing fundraising services regarding major donors, gifts in kind and legacies/bequests, will follow GPET policies related to these.
- 6.5 DDII shall not in any way persuade the existing donors of GPET to cease donations to GPET.
- 6.6 DDII shall not engage in any misleading or deceptive conduct;
- 6.7 DDII shall not use any marketing or promotional materials under this agreement or any SOW without GPET's prior approval of these materials;
- 6.8 DDII shall not commit any act which does or may materially and directly or indirectly adversely affect the interests of GPET.



- 6.9 DDII shall keep all accounting data relating to project wise cost and contribution generated for GPET and those data shall be presented to GPET on demand. GPET may request for audit of these data by a firm of Chartered Accountant if it so desires.
- 6.10 DDII agrees to follow all the policies and procedures outlined by GPET for data sharing, access and security and agrees to execute a non-disclosure agreement with all its employees, consultants and vendors working on GPET SOWs. Such non-disclosure agreement shall be finalised in consultation with GPIS.
- 6.11 DDII shall when invited by GPET attend meetings in order to provide strategic and/or operational feedback for the purpose of improvement of the services.
- 6.12 Notwithstanding anything to the contrary in this Agreement, at no point of time shall any donation (*monetary or otherwise*) be paid to or collected or received by DDII, and all such donations shall be made by Existing Donors/New Donors directly to the bank account of GPET. For the purpose of clarity, the Parties agree that the primary role of DDII under this Agreement is to facilitate fund raising and advisory services by GPET.

## **7.0 OBLIGATIONS OF GPET**

- 7.1 GPET shall provide DDII with access to relevant information about donors and supporters whether Existing Donors, New Donors, potential donors and supporters, as may be required by DDII to perform its obligations under this Agreement.
- 7.2 GPET shall also provide DDII with an adequate amount of promotional and communication materials for effective communication with GPET donors and supporters.
- 7.3 GPET may provide DDII with appropriately branded clothing for its employees and consultants to wear so that the DDII employees can easily be identified as working on behalf of GPET.
- 7.4 GPET shall help DDII to execute all necessary documentation required by any governmental authority in any existing or new territory so that DDII can undertake the services in the respective territory.
- 7.5 GPET may provide to DDII free of cost access to designated banking applications required to undertake and monitor automatic donations





from donors of GPET. DDII undertakes that it will not without prior written approval of GPET use such applications for any other purpose than the execution of this Agreement and any SOWs hereunder.

- 7.6 Notwithstanding the above, GPET shall also provide the licenses to identified intellectual property to DDII in accordance with the terms of the Framework Agreement.

## 8.0 REPRESENTATIONS AND WARRANTIES

- 8.1 DDII represents and warrants to GPET that:

- i. It has the capacity to enter into this Agreement and to perform its obligations under this Agreement.
- ii. The execution and delivery of this Agreement and the promises, agreements or undertakings do not violate any law, rule, regulation or order applicable to it and that there is neither any contract, agreement nor any understanding with anyone, restricting or preventing DDII from entering into this Agreement or performing its obligations as set forth in this Agreement.
- iii. It shall at all times and at its own expense (a) strictly comply with all corporate governance, applicable laws, rules, regulations, and governmental orders and applicable codes of practice relating to its performance of this Agreement, (b) maintain in full force and effect all licenses, permits, authorization, registration and qualifications necessary under this Agreement.
- iv. Its Services will be rendered by competent, qualified personnel in accordance with the specifications and instructions provided by GPET, the relevant SOW and in accordance with DDII's values and ethical fundraising advisory policy.
- v. The Services will be provided in a professional, timely and workmanlike manner consistent with that level of knowledge, skill and diligence ordinarily exercised under similar conditions and according to currently accepted industry standard best practices.
- vi. All intellectual property of GPET shall be used by DDII in accordance with the terms and conditions of this Agreement and the Framework Agreement.



- vii. It shall notify GPET of any act or omission of which it becomes aware and which is committed by any third party which has or may have the effect of infringing or adversely affecting GPET's right, title and interest in the intellectual property.
- viii. It shall perform all its obligations in the manner specified under this Agreement.

8.2 GPET represents and warrants to DDII that:

- i. It has the capacity to enter into this Agreement and to perform its obligations under this Agreement.
- ii. The execution and delivery of this Agreement and the promises, agreements or undertakings do not violate any law, rule, regulation or order applicable to it and that there is neither any contract, agreement nor any understanding with anyone, restricting or preventing GPET from entering into this Agreement or performing its obligations as set forth in this Agreement.
- iii. It shall at all times and at its own expense (a) strictly comply with all governance, applicable laws, rules, regulations, and governmental orders and applicable codes of practice relating to its performance of this Agreement, (b) maintain in full force and effect all licenses, permits, authorization, registration and qualifications necessary under this Agreement.
- iv. All payments required to be made by GPET under each SOW shall be made in accordance with the terms and timelines specified under clause 4 herein.

9.0 **INDEPENDENT PARTIES**

9.1 **No Joint Venture relationship**

Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal agent relationship between GPET and DDII. Furthermore, neither Party by virtue of this Agreement shall have the right, power or authority to act or create any obligation, express or implied, on behalf of the other Party.





## 9.2 No Employer Employee relationship:

DDII employees shall under no circumstances be considered an employee or, by virtue of anything contained in this Agreement, an agent of GPET, nor shall it or its employees be entitled or eligible to participate in any benefits or privileges given or extended by GPET to its employees or be deemed an employee of GPET for any purposes.

## 10.0 CONFIDENTIALITY

During the performance of services under this Agreement it may be necessary for either Party to provide the other with Confidential Information considered to be sensitive or confidential by the disclosing Party. DDII and GPET, their successors, assignees, officers, directors, employees and consultants undertake and agree that such information will not be disclosed to any third party without the written permission from the disclosing Parties.

10.1 Confidential Information shall not include any information which:

- (i) was publicly known and made generally available in the public domain prior to the time of disclosure;
- (ii) becomes publicly known and made generally available after disclosure to the receiving party through no action or inaction of the receiving party;
- (iii) is already in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;
- (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality;
- (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or
- (vi) is required by law to be disclosed to the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.



10.2 Each Party agrees that it shall take reasonable measures to protect the confidentiality of and avoid disclosure and unauthorized use of the Confidential Information of the other Party.

10.3 Nothing in this Agreement is intended to grant any right to either Party under any patent or copyright of the other Party, nor shall this Agreement grant either Party any rights in or to the Confidential Information of the other Party except as expressly set forth herein or the Statements of Work (SOWs) executed under this agreement.

#### 11.0 TERM OF THE AGREEMENT

This Agreement shall be effective from and shall be in force for a term of five years from the date of its execution as mentioned by the signatories. Thereafter the agreement shall be automatically renewed for further terms of one year each unless renegotiated with new terms and conditions or terminated earlier in accordance with clause 12 herein.

#### 12.0 TERMINATION

##### 12.1 Termination for cause:

DDII or GPET may terminate this agreement upon three months written notice in the event that:

- (a) The other Party defaults on any obligation established under or pursuant to this Agreement and fails to remedy the said default to the non-defaulting Party's reasonable satisfaction within thirty (30) calendar days after written notification of the said default,
- (b) The other Party becomes insolvent or bankrupt, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for its business or assets, or becomes subject to any legal proceeding relating to insolvency or the protection of creditors' rights or otherwise ceases to conduct business in the normal course or cease exist or operate.
- (c) DDII shall at GPET's first request for compelling reasons cease and desist the public work and use of Greenpeace logo in one or more particular SOWs with immediate effect and definitely within 24 hours of having received such a request in writing from the representative or the person designated by the representative for such communication.
- (d) The Parties mutually agree to terminate this Agreement.





#### **12.2 Termination for other reasons:**

Either Party may terminate the Agreement, for any reason whatsoever upon a written notice of six calendar months to the other Party.

#### **12.3 Handing Over of Material and Information on Termination**

DDII will, upon the termination of this Agreement for any reason, handover to GPET or its authorized representative all data relating to Donors, potential Donors, supporters, all campaign material, promotional material, welcome kit etc. which were either provided to DDII by GPET or directly procured by DDII at the request of GPET and any other items relating to GPET whether held physically or in electronic form. DDII will ensure that at GPET's first request any personal data related to this Agreement and/or any SOW shall be and remain deleted from its files in accordance with applicable laws and policies.

#### **12.4 Post Termination Covenants & Payment:**

Immediately upon termination of this Agreement, all the SOWs executed under this agreement shall automatically be terminated. DDII shall cease using trademark logo, customer database and all other proprietary information of GPET or represent to any outsider as representative of GPET upon termination of this agreement immediately.

It is agreed between the parties, that in event of such termination, the pending payments be made to the receiving party within the period of fifty days from the date of notification of such termination.

#### **13.0 Limitation of Liability and Indemnity:**

Neither Party shall be liable for any indirect, punitive, exemplary, special, incidental or consequential damages arising out of this Agreement. Notwithstanding anything to the contrary under this Agreement, the maximum liability for either Party shall be limited to the service fees paid by GPET to DDII under the applicable SOW in relation to which the indemnity claim/ claim for damages has arisen

#### **14.0 NOTICES**

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be delivered to the address mentioned herein below or to such other address notified by the Parties. Such notice or communication shall be-



- (a) given by electronic mail and confirmed by registered letter posted within three (3) days thereafter, or
- (b) sent by speed post

Notices to DDII shall be addressed to:

**Direct Dialogue Initiatives India Private Limited**

Attention: Chief Executive Officer

Address: 5<sup>th</sup> Floor, Shubharam Complex, Nos. 144 and 144/1, M.G. Road, Bengaluru – 560 001,

And

Notices to GPET shall be addressed to:

**Greenpeace Environment Trust**

Attention: Honorary Executive Director

Address: New No.6 (Old No.21), First Floor, Rajaram Mehta Avenue, Nelson Manickam Mudaliar Road, Chennai, - 600 029

Any notice or other communication delivered by telex, facsimile or electronic mail will be deemed to have been received 24 (twenty four) hours after it is sent.

## **15.0 APPLICABLE LAW AND DISPUTE RESOLUTION**

This Agreement and all questions concerning the validity, interpretation and performance of any of its terms or provisions, or of any right or obligations of the Parties hereto shall be governed by and resolved in accordance with the laws of India.

Any dispute arising out of or relating to this Agreement shall be referred to private Mediation by a sole mediator accredited or certified by any High Court of the Republic of India and appointed mutually by the Parties. If the Parties are unable to resolve the dispute through mediation within 30 (thirty) days from the date of referral and after attending at least two sessions of Mediation, then the Parties may urge the dispute to Arbitration. The Parties shall be at liberty to refer the same for arbitration by a sole arbitrator, chosen by mutual consent. Such arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or any statutory amendment or re-enactment thereof for the time being in force. The mediation or arbitration shall be conducted in English and the venue for the same shall be in Bengaluru, India.





Subject to the foregoing, the courts at Bengaluru City shall have exclusive jurisdiction.

#### **16.0 FORCE MAJEURE**

If each Party shall be considered in breach of this Agreement or in default of its obligations hereunder because of its failure to perform or observe any or all of the terms of this Agreement resulting directly or indirectly from causes beyond the reasonable control of such Party, such as but not limited to, acts of God, civil war, military intervention, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, natural disasters, transportation embargoes, epidemics, acts of government or any other legitimate cause beyond the reasonable control of the Parties, the Party whose performance is affected or is likely to be affected thereby, shall notify the other Party of the occurrence of such cause and the time allowed for performance by the affected Party will be extended for the duration of such cause. However, if as a consequence of such cause, performance by a Party under this Agreement shall be prevented for a period longer than three [3] months, then the other Party shall have the right to terminate this Agreement.

#### **17.0 COMPLIANCE WITH APPLICABLE LAWS**

In performance of work under this Agreement, DDII and GPET shall obey and abide by all applicable laws, regulations, ordinances and other rules of the country, state, territory, or any other duly constituted public authority where work under this Agreement is performed.

#### **18.0 SEVERABILITY**

If any provision of this Agreement is held to be unenforceable, this holding will not affect the validity of the other provisions of this Agreement.

#### **19.0 MISCELLANEOUS**

##### **19.1 Waiver, Amendment and Modification:**

Failure of either Party at any time to require performance of any provision of this Agreement shall not affect the right to require full performance of the Agreement terms at any time thereafter, and the waiver by any Party of a breach of such provision shall not be taken or held to be a waiver of any subsequent breach or a nullification of the effectiveness of such provision. Except as otherwise provided in this Agreement, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by both the Parties.



### **19.2 Applicability of SOW terms**

Each Statement of Work (SOW) under this agreement is independent of the other. Inclusion of any covenant or waiver in one SOW does not automatically become applicable for other SOWs.

### **19.3 Survival:**

The sections of this Agreement which by their nature are intended to survive termination of this Agreement shall remain in effect after any such termination.

### **19.4 Non-Assignment:**

The obligations under this Agreement will not be assumed, subcontracted, delegated or assigned to anyone by either Party without the prior written consent of the other Party and any attempted un-authorized assignment, delegation or subcontract to the contrary hereof will be void.

### **20.0 ENTIRE AGREEMENT**

This Agreement, including the Statement of Work (SOWs), executed under this Agreement, shall constitute the complete and entire statement of all terms, conditions and representations of the agreement between DDII and GPET with regard to the subject matter hereof and it supersedes all prior understandings whether oral or written between the Parties.





IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 30<sup>th</sup> day of January 2018

For  
DIRECT DIALOGUE INITIATIVES  
INDIA PRIVATE LIMITED

For  
GREENPEACE ENVIRONMENT TRUST

By



Name: Binu Jacob  
Designation: Chief Executive Officer

By



Name: Ramesh Kumar Singh Malla  
Designation: Honorary Interim Executive  
Director

Witnessed by:

1. Name

Address

Signatures

2. Name

Address

Signatures

**STATEMENT OF WORK No. 1 FOR MAJOR DONORS**

**UNDER THE MASTER SERVICE AGREEMENT**

**EXECUTED ON 30<sup>TH</sup> JANUARY 2018, BETWEEN**

**DIRECT DIALOGUE INITIATIVES INDIA PRIVATE LIMITED**

**AND**

**GREENPEACE ENVIRONMENT TRUST**

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This Statement of Work (SoW) is executed on 30<sup>th</sup> January 2018 (with the services proposed to be rendered hereunder being effective from 1st day of January 2018 to 31<sup>st</sup> December 2018), between

**Direct Dialogue Initiatives India Private Limited**, a company incorporated under the Companies Act, 2013 with CIN Number U74999KA2016PTC097239 and having its Registered Office at 5<sup>th</sup> Floor, Shubharam Complex, Nos. 144 and 144/1, M.G. Road, Bengaluru – 560 001, represented by its Chief Executive Officer, Binu Jacob (Hereinafter referred to as "**DDII**" which term, unless repugnant the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the One Part.

And

**Greenpeace Environment Trust**, a not for profit entity registered as a Trust (Reg No- 616/2001), having its registered office at New No.6 (Old No.21), First Floor, Rajaram Mehta Avenue, Nelson Manickam Road, Chennai, - 600 029, represented by its Honorary Interim - Executive Director, Ramesh Kumar Singh Malla (hereinafter referred to as "**GPET**" which term, unless repugnant to the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the Other Part

(DDII and GPET, where the context so permits, will be referred to hereinafter individually as the "Party" and collectively as the "Parties")

These Statements of Work are annexures to the Master Service Agreement executed between the parties on 30<sup>th</sup> January 2018, as per definition provided under clause 1 of the Master Service Agreement. All covenants agreed between the parties in the Master Service Agreement and amendments made to the said agreement from time to time are applicable to this Statement of Work.

Unless otherwise mentioned in this SoW, it shall expire on 31 December 2018 or expiry of the said Master Service Agreement whichever is earlier.

#### **SCOPE OF WORK**

The scope of work under the Statement of Work is separate for each Strands or teams and a separate SoW is executed for each strand. Each SoW captures Key Deliverables and Brief Operating Instructions for each Strand. The rates and basis of fees payable will also be specified in each SoW. The detailed operating instructions as well as fees can be modified from time to time based on the business realities of each Strand and policy, regulatory and legislative changes and business environment; but this will be done through a Change order to SoW in terms of para 2.10 of the Master Service Agreement and will take effect from the date of the Change Order.



## **SoW No 1 for Strand: Major Donor**

**Definitions:** All donors giving Rs.50,000 and above p.a. are classified as Major Donors.

**Regular/Recurring Donors:** All Donors who have agreed to donate to GPET in a frequency of their choice (Monthly, Quarterly, Half Yearly or Annually) using standing instructions against their bank account or credit card are referred to as Regular/Recurring Donors.

**One Time Donors:** All Donors who have agreed to donate to GPET for one time within a calendar year are referred to as One Time Donors.

**Location:** Across India

**Key Deliverables:** Major Donor Strand is responsible for strengthening organisations relationship with its High Net worth donors. This group, while aligning with GPET philosophy, renders strong financial support to the organization.

**Brief Operating Instructions:** The Major Donor Strand is responsible for building a stewardship and engagement program for all high value donors and potential high value donors. This Strand shall develop a stewardship calendar for periodic personalized interaction and identify innovative methods to keep this donor group interested in GPET's programs. The team is also responsible for acquiring new Donors of High Net worth who can be aligned with GPET Philosophy. This Strand shall organize cross functional interactions between the donor and staff of GPET with the focus group being program staff, Senior Management and Board of GPET.

**Key Performance Indicators:** The following parameters shall represent the performance of the Major Donor Strand in both qualitative and quantitative terms and shall be presented by DDII to GPET on a **monthly** basis:

- Donation collected from existing donors (Rs. 20,00,000)
- Percentage increase in average donation amount from existing contribution amount (30%)
- Conversion Percentage of potential/prospective donors to Major Donors (50%)
- Retention of existing Major Donors (100%)

### **Inputs/assistance required from GPET:**

In order to be able to enrol and service Major Donors, DDII will require the below listed assistance from GPET:

- Access to Database of existing donors with their donation history
- Access to Campaigners and campaign materials to develop proposals with budgets for Major Donors
- Access to photos and videos of campaigns to be shared with Donors
- Permission to bring donors for office or project/program site visits or to meet and interact with Staff of GPET across all levels depending on the requirement of the meeting
- Commitment of staff across all levels to make time for meetings with Major Donors along with the DDII staff
- Hotline for DDII Major Donor Staff to Head of GPET





## Fees payable by GPET:

The fee structure and schedule for services rendered by DDII to GPET under this SoW is shared below:

Donation Type	Donor Tagged in Database As	Donor Treatment	Fee Rate	Invoice Frequency
One Time – All Donors of GPET (classified as prospective, potential or Major Donors) who had given a One-Time donation prior to 1 <sup>st</sup> January 2018 and who make a One Time Contribution again in the period of this SoW	Existing Donor	New Donor	50% on Total Value of Income (without processing charges) credited monthly to GPET's bank account	Monthly
Recurring/Regular Giving – All Donors of GPET (classified as prospective, potential or Major Donors) who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	New Donors	70% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from such donors for a period of 12 months from the date of the first debit request sent to the bank.	Monthly
Recurring/Regular Giving – All Donors of GPET (classified as prospective, potential or Major Donors) who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to make a	Existing Donors	Existing Donors	45% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.	Monthly



regular/recurring donation in a frequency of their choice.			This rate is applicable on all income generated from such donors for the period of 13 months to 24 months from the date of the first debit request sent to the bank.	
Recurring/Regular Giving – All Donors of GPET (classified as prospective, potential or Major Donors) who have been enrolled by GPET prior to 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	15% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.	Monthly

**Note: Amount refunded by GPET to donors acquired by DDII will be deducted from the calculations for Fee to be charged by DDII.**





**STATEMENT OF WORK No. 2 FOR HIGHER ASK**

**UNDER THE MASTER SERVICE AGREEMENT**

**EXECUTED ON 30<sup>TH</sup> JANUARY 2018, BETWEEN**

**DIRECT DIALOGUE INITIATIVES INDIA PRIVATE LIMITED**

**AND**

**GREENPEACE ENVIRONMENT TRUST**

This Statement of Work (SoW) is executed on 30<sup>th</sup> January 2018 (with the services proposed to be rendered hereunder being effective from 1st day of January 2018 to 31<sup>st</sup> December 2018), between

**Direct Dialogue Initiatives India Private Limited**, a company incorporated under the Companies Act, 2013 with CIN Number U74999KA2016PTC097239 and having its Registered Office at 5<sup>th</sup> Floor, Shubharam Complex, Nos. 144 and 144/1, M.G. Road, Bengaluru – 560 001 represented by its Chief Executive Officer, Binu Jacob (Hereinafter referred to as "**DDII**" which term, unless repugnant the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the One Part.

And

**Greenpeace Environment Trust**, a not for profit entity registered as a Trust (Reg No- 616/2001), having its registered office at New No.6 (Old No.21), First Floor, Rajaram Mehta Avenue, Nelson Manickam Road, Chennai, - 600 029, represented by its Honorary Interim - Executive Director, Ramesh Kumar Singh Malla (hereinafter referred to as "**GPET** " which term, unless repugnant to the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the Other Part

(DDII and GPET, where the context so permits, will be referred to hereinafter individually as the "Party" and collectively as the "Parties")

These Statements of Work are annexures to the Master Service Agreement executed between the parties on 30<sup>th</sup> January 2018, as per definition provided under clause 1 of the Master Service Agreement. All covenants agreed between the parties in the Master Service Agreement and amendments made to the said agreement from time to time are applicable to this Statement of Work.

Unless otherwise mentioned in this SoW, it shall expire on 31 December 2018 or expiry of the said Master Service Agreement whichever is earlier.

#### SCOPE OF WORK

The scope of work under the Statement of Work is separate for each Strands or teams and a separate SoW is executed for each strand. Each SoW captures Key Deliverables and Brief Operating Instructions for each Strand. The rates and basis of fees payable will also be specified in each SoW. The detailed operating instructions as well as fees can be modified from time to time based on the business realities of each Strand and policy, regulatory and legislative changes and business environment; but this will be done through a Change order to SoW in terms of para 2.10 of the Master Service Agreement and will take effect from the date of the Change Order.





## **SoW No 2 for Strand: Higher Ask**

**Definition:** Higher Ask is a strand / approach of fundraising where the minimum donation amount is set at Rs.750 p.m. average. Also, a key focus area of this approach would be to sign up majority donors in the age range of 27 years and above.

**Regular/Recurring Donors:** All Donors who have agreed to donate to GPET in a frequency of their choice (Monthly, Quarterly, Half Yearly or Annually) using standing instructions against their bank account or credit card are referred to as Regular/Recurring Donors.

**One Time Donors:** All Donors who have agreed to donate to GPET for one time within a calendar year are referred to as One Time Donors.

**Location:** Across India

**Key Deliverables :** Higher Ask Strand is responsible to reach out to higher age donors (27+ years) through face to face interactions, using digital platform, telephony and any other media deemed fit to convert interested individuals in this age group into financial donors.

**Brief Operating Instructions:** The Higher Ask Strand is responsible for planning and identifying locations for interactions with higher age potential donors. This Strand uses the best suited channels/media in the form of offline, online and mobiles for running marketing campaigns that help connect GPET's work, with higher age individuals.

**Key Performance Indicators:** The following parameters shall represent the performance of the Higher Ask Strand in both qualitative and quantitative terms and shall be presented by DDII to GPET on a monthly basis:

- Number of donors to be acquired in the period of this SoW - (2174)
- Retention Rates (6 months retention rate to be maintained at- 64%)
- Pre Debit Attrition Rates (to not exceed 56%)
- Acquisition Income Target in the period of this SoW (Rs.68,33,000)

### **Inputs/assistance required from GPET:**

In order to be able to enrol and service Donors, DDII will require the below listed assistance from GPET:

- Regular oral and written updates related to all GPET campaigns from the campaigners
- Training sessions by Campaigners before launch of any new campaign/projects
- Staff of GPET visiting cities where DDII is operating, may be requested to set aside a time for speaking to staff of DDII
- GPET staff to participate in fundraising drives with DDII staff as and when requested
- GPET staff to provide response to all queries raised by donors or potential donors. DDII support staff will identify the best person in GPET to respond to the queries received and direct the same to them



**Fees payable by GPET:**

The fee structure and schedule for services rendered by DDII to GPET under this SoW is shared below:

Donation Type	Donor Tagged in Database As	Donor Treatment	Fee Rate	Invoice Frequency
One Time – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018, and who have chosen to make a One-Time donation during the period of this SoW	New Donor	New Donor	50% on Total Value of Income (without processing charges) credited monthly to GPET's bank account	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018 and who have chosen to make a regular/recurring donation in a frequency of their choice.	New Donors	New Donors	70% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from such donors for a period of 12 months from the date of the first debit request sent to the bank.	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	45% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from	Monthly



			such donors for the period of 13 months to 24 months from the date of the first debit request sent to the bank.	
Recurring/Regular Giving – All Donors of GPET who have been enrolled by GPET prior to 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	15% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.	Monthly

**Note: Amount refunded by GPET to donors acquired by DDII will be deducted from the calculations for Fee to be charged by DDII.**



**STATEMENT OF WORK No. 3 FOR STREET**

**UNDER THE MASTER SERVICE AGREEMENT**

**EXECUTED ON 30<sup>TH</sup> JANUARY 2018, BETWEEN**

**DIRECT DIALOGUE INITIATIVES INDIA PRIVATE LIMITED**

**AND**

**GREENPEACE ENVIRONMENT TRUST**

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This Statement of Work (SoW) is executed on 30<sup>th</sup> January 2018 (with the services proposed to be rendered hereunder being effective from 1st day of January 2018 to 31<sup>st</sup> December 2018), between

**Direct Dialogue Initiatives India Private Limited**, a company incorporated under the Companies Act, 2013 with CIN Number U74999KA2016PTC097239 and having its Registered Office at 5<sup>th</sup> Floor, Shubharam Complex, Nos. 144 and 144/1, M.G. Road, Bengaluru – 560 001 represented by its Chief Executive Officer, Binu Jacob (Hereinafter referred to as "**DDII**" which term, unless repugnant the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the One Part.

And

**Greenpeace Environment Trust**, a not for profit entity registered as a Trust (Reg No-616/2001), having its registered office at New No.6 (Old No.21), First Floor, Rajaram Mehta Avenue, Nelson Manickam Road, Chennai, - 600 029, represented by its Honorary Interim- Executive Director, Ramesh Kumar Singh Malla (hereinafter referred to as "**GPET**" which term, unless repugnant to the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the Other Part

(DDII and GPET, where the context so permits, will be referred to hereinafter individually as the "Party" and collectively as the "Parties")

These Statements of Work are annexures to the Master Service Agreement executed between the parties on 30<sup>th</sup> January 2018, as per definition provided under clause 1 of the Master Service Agreement. All covenants agreed between the parties in the Master Service Agreement and amendments made to the said agreement from time to time are applicable to this Statement of Work.

Unless otherwise mentioned in this SoW, it shall expire on 31 December 2018 or expiry of the said Master Service Agreement whichever is earlier.

#### SCOPE OF WORK

The scope of work under the Statement of Work is separate for each Strands or teams and a separate SoW is executed for each strand. Each SoW captures Key Deliverables and Brief Operating Instructions for each Strand. The rates and basis of fees payable will also be specified in each SoW. The detailed operating instructions as well as fees can be modified from time to time based on the business realities of each Strand and policy, regulatory and legislative changes and business environment; but this will be done through a Change order to SoW in terms of para 2.10 of the Master Service Agreement and will take effect from the date of the Change Order.



### SoW No 3 for Strand: Street

**Definition:** Street is a strand / approach of fundraising where the minimum donation amount is set at Rs.400 p.m average. Also, a key focus area of this approach would be to sign up majority donors in the age range of 25 years and above.. Through this approach, potential donors are reached out to by individuals working in groups of 4-5 people in public places, primarily high footfall locations in street.

**Regular/Recurring Donors:** All Donors who have agreed to donate to GPET in a frequency of their choice (Monthly, Quarterly, Half Yearly or Annually) using standing instructions against their bank account or credit card are referred to as Regular/Recurring Donors.

**One Time Donors:** All Donors who have agreed to donate to GPET for one time within a calendar year are referred to as One Time Donors.

**Location:** Across India

**Key Deliverables:** Street Strand is responsible to reach out to above 25 age group of donors through street activities for better retention – this group constitute volume of financial donors.

**Brief Operating Instructions:** The Street Strand is responsible for planning, designing and implementing innovative engagement program with diverse group of donors or potential donors at various street locations, create wider supporter database, conduct campaign based activities, enrol new supporters and answer to various queries from supporters.

**Key Performance Indicators:** The following parameters shall represent the performance of the Street Strand in both qualitative and quantitative terms and shall be presented by DDII to GPET on a monthly basis

- Number of donors to be acquired in the period of this SoW (7502)
- Retention Rates (6 months retention rate to be maintained at - 64%)
- Pre Debit Attrition Rates (to not exceed 56%)
- Acquisition Income Target in the period of this SoW (Rs. 82,00,000)

#### Inputs/assistance required from GPET:

In order to be able to enrol and service Donors, DDII will require the below listed assistance from GPET:

- Regular oral and written updates related to all GPET campaigns from the campaigners
- Training sessions by Campaigners before launch of any new campaign/projects
- Staff of GPET visiting cities where DDII is operating, may be requested to set aside a time for speaking to staff of DDII
- GPET staff to participate in fundraising drives with DDII staff as and when requested
- GPET staff to provide response to all queries raised by donors or potential donors. DDII support staff will identify the best person in GPET to respond to the queries received and direct the same to them





**Fees payable by GPET:**

The fee structure and schedule for services rendered by DDII to GPET under this SoW is shared below:

Donation Type	Donor Tagged in Database As	Donor Treatment	Fee Rate	Invoice Frequency
One Time – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018, and who have chosen to make a One-Time donation during the period of this SoW	New Donor	New Donor	50% on Total Value of Income (without processing charges) credited monthly to GPET's bank account	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018 and who have chosen to make a regular/recurring donation in a frequency of their choice.	New Donors	New Donors	70% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from such donors for a period of 12 months from the date of the first debit request sent to the bank.	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	45% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from	Monthly





			such donors for the period of 13 months to 24 months from the date of the first debit request sent to the bank.	
Recurring/Regular Giving – All Donors of GPET who have been enrolled by GPET prior to 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	15% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.	Monthly

**Note:** Amount refunded by GPET to donors acquired by DDII will be deducted from the calculations for Fee to be charged by DDII.



**STATEMENT OF WORK No. 4 FOR OUTREACH**

**UNDER THE MASTER SERVICE AGREEMENT**

**EXECUTED ON 30<sup>TH</sup> JANUARY 2018, BETWEEN**

**DIRECT DIALOGUE INITIATIVES INDIA PRIVATE LIMITED**

**AND**

**GREENPEACE ENVIRONMENT TRUST**

This Statement of Work (SoW) is executed on 30<sup>th</sup> January 2018 (with the services proposed to be rendered hereunder being effective from 1st day of January 2018 to 31<sup>st</sup> December 2018), between **Direct Dialogue Initiatives India Private Limited**, a company incorporated under the Companies Act, 2013 with CIN Number U74999KA2016PTC097239 and having its Registered Office at 5<sup>th</sup> Floor, Shubharam Complex, Nos. 144 and 144/1, M.G. Road, Bengaluru – 560 001 represented by its Chief Executive Officer, Binu Jacob (Hereinafter referred to as "**DDII**" which term, unless repugnant the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the One Part.

And

**Greenpeace Environment Trust**, a not for profit entity registered as a Trust (Reg No- 616/2001), having its registered office at New No.6 (Old No.21), First Floor, Rajaram Mehta Avenue, Nelson Manickam Road, Chennai, - 600 029, represented by its Honorary Interim- Executive Director, Ramesh Kumar Singh Malla (hereinafter referred to as "**GPET** " which term, unless repugnant to the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the Other Part

(DDII and GPET, where the context so permits, will be referred to hereinafter individually as the "Party" and collectively as the "Parties")

These Statements of Work are annexures to the Master Service Agreement executed between the parties on 30<sup>th</sup> January 2018, as per definition provided under clause 1 of the Master Service Agreement. All covenants agreed between the parties in the Master Service Agreement and amendments made to the said agreement from time to time are applicable to this Statement of Work.

Unless otherwise mentioned in this SoW, it shall expire on 31 December 2018 or expiry of the said Master Service Agreement whichever is earlier.

#### **SCOPE OF WORK**

The scope of work under the Statement of Work is separate for each Strands or teams and a separate SoW is executed for each strand. Each SoW captures Key Deliverables and Brief Operating Instructions for each Strand. The rates and basis of fees payable will also be specified in each SoW. The detailed operating instructions as well as fees can be modified from time to time based on the business realities of each Strand and policy, regulatory and legislative changes and business environment; but this will be done through a Change order to SoW in terms of para 2.10 of the Master Service Agreement and will take effect from the date of the Change Order.





## SoW No 4 for Strand: Outreach

**Definition:** Outreach is a strand / approach of fundraising where the minimum donation amount is set at Rs.400 p.m. average. Through this approach, potential donors are engaged in a discussion through various engagement activities, carried out usually in closed areas, by securing permissions from the authorities/organisers, e.g. cafeterias or lobby of companies, exhibitions, malls, etc.

**Regular/Recurring Donors:** All Donors who have agreed to donate to GPET in a frequency of their choice (Monthly, Quarterly, Half Yearly or Annually) using standing instructions against their bank account or credit card are referred to as Regular/Recurring Donors.

**One Time Donors:** All Donors who have agreed to donate to GPET for one time within a calendar year are referred to as One Time Donors.

**Location:** Across India

**Key Deliverables:** Outreach Strand is responsible to reach out to diverse age group of donors through selective Outreach institutional venues along with innovative theme based activities for better reach, better visibility and better supporter retention.

**Brief Operating Instructions:** The Outreach Strand is responsible for planning and preparing outreach venues (new as well as existing) and conducting monthly or quarterly programs together with cross functional teams to represent GPET in front of public, answer queries and expand donor base. This team is also responsible for producing Videos, VR Videos, Banners, Props, T Shirts and other collaterals to match the campaign theme for the month and manage procurements and manage test launches of new and innovative fund raising practices.

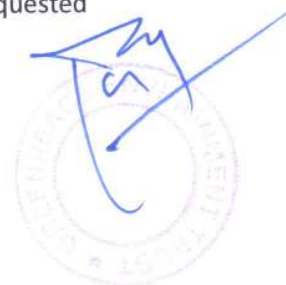
**Key Performance Indicators:** The following parameters shall represent the performance of the Outreach Strand in both qualitative and quantitative terms and shall be presented by DDII to GPET on a monthly basis

- Number of donors to be acquired in the period of this SoW (6588)
- Retention Rates (6 months retention rate to be maintained at- 65%)
- Pre Debit Attrition Rates (to not exceed 40%)
- Acquisition Income Target in the period of this SoW (Rs.1,23,00,000)

### Inputs/assistance required from GPET:

In order to be able to enrol and service Donors, DDII will require the below listed assistance from GPET:

- Regular oral and written updates related to all GPET campaigns from the campaigners
- Training sessions by Campaigners before launch of any new campaign/projects
- Staff of GPET visiting cities where DDII is operating, may be requested to set aside a time for speaking to staff of DDII
- GPET staff to participate in fundraising drives with DDII staff as and when requested
- Assist staff of DDII with mass presentations, lectures, etc. as and when requested



- GPET staff to provide response to all queries raised by donors or potential donors. DDII support staff will identify the best person in GPET to respond to the queries received and direct the same to them

#### Fees payable by GPET:

The fee structure and schedule for services rendered by DDII to GPET under this SoW is shared below:

Donation Type	Donor Tagged in Database As	Donor Treatment	Fee Rate	Invoice Frequency
One Time – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018, and who have chosen to make a One-Time donation during the period of this SoW	New Donor	New Donor	50% on Total Value of Income (without processing charges) credited monthly to GPET's bank account	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018 and who have chosen to make a regular/recurring donation in a frequency of their choice.	New Donors	New Donors	70% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from such donors for a period of 12 months from the date of the first debit request sent to the bank.	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a	Existing Donors	Existing Donors	45% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.	Monthly



frequency of their choice.			This rate is applicable on all income generated from such donors for the period of 13 months to 24 months from the date of the first debit request sent to the bank.	
Recurring/Regular Giving – All Donors of GPET who have been enrolled by GPET prior to 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	15% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.	Monthly

**Note: Amount refunded by GPET to donors acquired by DDII will be deducted from the calculations for Fee to be charged by DDII.**





**STATEMENT OF WORK No. 5 FOR KEY DONORS**

**UNDER THE MASTER SERVICE AGREEMENT**

**EXECUTED ON 30<sup>TH</sup> JANUARY 2018, BETWEEN**

**DIRECT DIALOGUE INITIATIVES INDIA PRIVATE LIMITED**

**AND**

**GREENPEACE ENVIRONMENT TRUST**

This Statement of Work (SoW) is executed on 30<sup>th</sup> January 2018 (with the services proposed to be rendered hereunder being effective from 1st day of January 2018 to 31<sup>st</sup> December 2018), between **Direct Dialogue Initiatives India Private Limited**, a company incorporated under the Companies Act, 2013 with CIN Number U74999KA2016PTC097239 and having its Registered Office at 5<sup>th</sup> Floor, Shubharam Complex, Nos. 144 and 144/1, M.G. Road, Bengaluru – 560 001 represented by its Chief Executive Officer, Binu Jacob (Hereinafter referred to as "DDII" which term, unless repugnant the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the One Part.

And

**Greenpeace Environment Trust**, a not for profit entity registered as a Trust (Reg No- 616/2001), having its registered office at New No.6 (Old No.21), First Floor, Rajaram Mehta Avenue, Nelson Manickam Road, Chennai, - 600 029, represented by its Honorary Interim- Executive Director, Ramesh Kumar Singh Malla (hereinafter referred to as "GPET " which term, unless repugnant to the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the Other Part

(DDII and GPET, where the context so permits, will be referred to hereinafter individually as the "Party" and collectively as the "Parties")

These Statements of Work are annexures to the Master Service Agreement executed between the parties on 30<sup>th</sup> January 2018, as per definition provided under clause 1 of the Master Service Agreement. All covenants agreed between the parties in the Master Service Agreement and amendments made to the said agreement from time to time are applicable to this Statement of Work.

Unless otherwise mentioned in this SoW, it shall expire on 31 December 2018 or expiry of the said Master Service Agreement whichever is earlier.

#### SCOPE OF WORK

The scope of work under the Statement of Work is separate for each Strands or teams and a separate SoW is executed for each strand. Each SoW captures Key Deliverables and Brief Operating Instructions for each Strand. The rates and basis of fees payable will also be specified in each SoW. The detailed operating instructions as well as fees can be modified from time to time based on the business realities of each Strand and policy, regulatory and legislative changes and business environment; but this will be done through a Change order to SoW in terms of para 2.10 of the Master Service Agreement and will take effect from the date of the Change Order.



## **SoW No 5 for Strand: Key Donors**

**Definition:** Donors contributing Rs.5000 – Rs.49,999 one time are taken through a donor engagement journey by the Key Donor Team and also reached out to contribute again in subsequent years at a higher value than their last contributions. These donors are defined as Key Donors.

**Regular/Recurring Donors:** All Donors who have agreed to donate to GPET in a frequency of their choice (Monthly, Quarterly, Half Yearly or Annually) using standing instructions against their bank account or credit card are referred to as Regular/Recurring Donors.

**One Time Donors:** All Donors who have agreed to donate to GPET for one time within a calendar year are referred to as One Time Donors.

**Location:** Across India

**Key Deliverables:** Key Donors Strand is responsible to reach out to a specific pool of supporters who can contribute substantially more than regular donors in terms of money, resources and expertise that can significantly enhance/impact the value of the organization in the long run. This will be largely one time and some monthly subscription collected through cheques/swiping/on line but not in cash.

**Brief Operating Instructions:** Key Donors Strand shall focus on both existing and potential donors by studying their profile, background and contribution pattern. A separate database of these donors/potential donors will be developed. The Strand will also focus on developing processes and approaches using different mediums to cultivate the donors over a period of time and solicit their support at the appropriate time.

**Key Performance Indicators:** The following parameters shall represent the performance of the Key Donors Strand in both qualitative and quantitative terms and shall be presented by DDII to GPET on a monthly basis:

- Donation to be collected from new donors in the period of this SoW (Rs.10,00,000)
- Donation to be collected from existing donors in the period of this SoW (Rs.72,00,000)
- Percentage increase in average donation amount from existing contribution amount (36%)
- Conversion Percentage of potential/prospective donors to Key Donors (Conversations to Sign up – 15%)
- Retention of existing Key Donors (60%)

### **Inputs/assistance required from GPET:**

In order to be able to enrol and service Key Donors, DDII will require the below listed assistance from GPET:

- Access to Database of existing donors with their donation history
- Access to Campaigners and campaign materials to develop proposals with budgets for Key Donors
- Access to photos and videos of campaigns to be shared with Donors
- Permission to bring donors for office or project/program site visits or to meet and interact with Staff of GPET across all levels depending on the requirement of the meeting
- Commitment of staff across all levels to make time for meetings with Key Donors along with the DDII staff





**Fees payable by GPET:**

The fee structure and schedule for services rendered by DDII to GPET under this SoW is shared below:

Donation Type	Donor Tagged in Database As	Donor Treatment	Fee Rate	Invoice Frequency
One Time – All Donors of GPET (classified as Key Donors) who had given a One-Time donation prior to 1 <sup>st</sup> January 2018 and who make a One Time Contribution again in the period of this SoW	Existing Donor	New Donor	50% on Total Value of Income (without processing charges) credited monthly to GPET's bank account	Monthly
Recurring/Regular Giving – All Donors of GPET (classified as Key Donors) who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	New Donors	70% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from such donors for a period of 12 months from the date of the first debit request sent to the bank.	Monthly
Recurring/Regular Giving – All Donors of GPET (classified as Key Donors) who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	45% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from such donors for	Monthly



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			the period of 13 months to 24 months from the date of the first debit request sent to the bank.	
Recurring/Regular Giving – All Donors of GPET (classified as Key Donors) who have been enrolled by GPET prior to 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	15% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.	Monthly

**Note: Amount refunded by GPET to donors acquired by DDII will be deducted from the calculations for Fee to be charged by DDII.**



**STATEMENT OF WORK No. 6 AND 6A FOR  
SUPPORTER ENGAGEMENT AND UNPROMPTED  
AND DATABASE**

**UNDER THE MASTER SERVICE AGREEMENT  
EXECUTED ON 30<sup>TH</sup> JANUARY 2018, BETWEEN**

**DIRECT DIALOGUE INITIATIVES INDIA PRIVATE LIMITED  
AND  
GREENPEACE ENVIRONMENT TRUST**



This Statement of Work (SoW) is executed on 30<sup>th</sup> January 2018 (with the services proposed to be rendered hereunder being effective from 1st day of January 2018 to 31<sup>st</sup> December 2018), between

**Direct Dialogue Initiatives India Private Limited**, a company incorporated under the Companies Act, 2013 with CIN Number U74999KA2016PTC097239 and having its Registered Office at 5<sup>th</sup> Floor, Shubharam Complex, Nos. 144 and 144/1, M.G. Road, Bengaluru – 560 001 represented by its Chief Executive Officer, Binu Jacob (Hereinafter referred to as "**DDII**" which term, unless repugnant the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the One Part.

And

**Greenpeace Environment Trust**, a not for profit entity registered as a Trust (Reg No- 616/2001), having its registered office at New No.6 (Old No.21), First Floor, Rajaram Mehta Avenue, Nelson Manickam Road, Chennai, - 600 029, represented by its Honorary Interim- Executive Director, Ramesh Kumar Singh Malla (hereinafter referred to as "**GPET** " which term, unless repugnant to the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the Other Part

(DDII and GPET, where the context so permits, will be referred to hereinafter individually as the "Party" and collectively as the "Parties")

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Unless otherwise mentioned in this SoW, it shall expire on 31 December 2018 or expiry of the said Master Service Agreement whichever is earlier.

#### SCOPE OF WORK

The scope of work under the Statement of Work is separate for each Strands or teams and a separate SoW is executed for each strand. Each SoW captures Key Deliverables and Brief Operating Instructions for each Strand. The rates and basis of fees payable will also be specified in each SoW. The detailed operating instructions as well as fees can be modified from time to time based on the business realities of each Strand and policy, regulatory and legislative changes and business environment; but this will be done through a Change order to SoW in terms of para 2.10 of the Master Service Agreement and will take effect from the date of the Change Order.



## SoW No 6 for Strand: Supporter Engagement and Unprompted

### Definitions:

**Regular/Recurring Donors:** All Donors who have agreed to donate to GPET in a frequency of their choice (Monthly, Quarterly, Half Yearly or Annually) using standing instructions against their bank account or credit card are referred to as Regular/Recurring Donors.

**One Time Donors:** All Donors who have agreed to donate to GPET for one time within a calendar year are referred to as One Time Donors.

**Location:** Bengaluru

**Key Deliverables:** Supporter Services Strand is a common pool of resource which supports all the fund raising Strands. This team engages with both new and existing donors to facilitate a stronger connect with the cause and these donors are kept updated of how their contributions are being used in an effective and efficient manner on a regular basis.

**Brief Operating Instructions :** The Supporter Services Strand is responsible for sending Welcome mails to new Donors, making the first call to the Donor after their sign up or call up for feedback after 50 days from signing up, send campaign mailers, provide tax certificates, record cancellation of donation, provide campaign information to donors in pre-approved template etc. This Strand is also responsible to carry out surveys with the donors, analyze data and present the same to various Strand Heads.

**Key Performance Indicators:** The following parameters shall represent the performance of the Supporter Services in both qualitative and quantitative terms and shall be presented to the DDII Management on a **monthly** basis

- Number of Donors contacted by phone or by e-mail in the period of this SoW (17,601)
- Providing analysis of donor feedback including cancellation of donations
- Reporting to management on performance of various Strands
- 12 month retention rate for acquisition donors to be maintained at 48%
- 12 month retention rate for existing donors of GPET to be maintained at 78%
- Ensure income from existing donors of GPET, in the period of this SoW, is not less than Rs. 6,48,00,000

### Inputs/assistance required from GPET:

In order to be able to service and engage with Donors, DDII will require the below listed assistance from GPET:

- Regular oral and written updates related to all GPET campaigns from the campaigners
- Training sessions by Campaigners before launch of any new campaign/projects
- GPET staff to provide response to all queries raised by donors. DDII support staff will identify the best person in GPET to respond to the queries received and direct the same to them

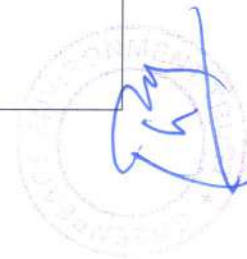




**Fees payable by GPET:**

The fee structure and schedule for services rendered by DDII to GPET under this SoW is shared below:

Donation Type	Donor Tagged in Database As	Donor Treatment	Fee Rate	Invoice Frequency
One Time – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018, and who have chosen to make a One-Time donation during the period of this SoW	New Donor	New Donor	50% on Total Value of Income (without processing charges) credited monthly to GPET's bank account	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018 and who have chosen to make a regular/recurring donation in a frequency of their choice.	New Donors	New Donors	70% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from such donors for a period of 12 months from the date of the first debit request sent to the bank.	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	45% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from	Monthly





			such donors for the period of 13 months to 24 months from the date of the first debit request sent to the bank.	
Recurring/Regular Giving – All Donors of GPET who have been enrolled by GPET prior to 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	15% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.	Monthly

**Note:** Amount refunded by GPET to donors acquired by DDII will be deducted from the calculations for Fee to be charged by DDII.



## SoW No 6a for Strand: Database

**Location:** Bengaluru

**Key Deliverables:** Maintenance of Donor Database with high accuracy level, execute income process on behalf of GPET and generation of various reports from the database.

**Brief Operating Instructions:** The Database Strand is responsible for entering information from SEF (Supporter Enrolment Form) with different payment methods, processing of automatic debits by the bank of GPET, follow Pre-Debit Process, record all settlements with GPET's bank statements, record cheque dishonour or reversal of automatic debit process. Database Strand is also responsible for maintaining data security and safe keeping of other documents. Database Strand is also responsible for generation of various reports as requested by other Strands and supporting GPET's finance team in Income Reconciliation.

**Key Performance Indicators:** The following parameters shall represent the performance of the Database Strand in both qualitative and quantitative terms and shall be presented by DDII to GPET on a monthly basis.

- Number of Supporter Enrolment Form (SEF) captured for the month
- Accuracy level of data capture to be maintained at 90%
- Executing the income request in a timely manner every month

### Inputs/assistance required from GPET:

In order to be able to maintain the database of Donors, DDII will require the below listed assistance from GPET:

- A clearly defined process with timelines for reconciliation of income figures between the Database team of DDII and the finance team of GPET
- Providing timely information about amount getting credited to the accounts of GPET with details of mediums and frequency of donations

**Fees payable by GPET:** Fees for this SoW is subsumed in SoW No 6 for Supporter Engagement and Unprompted and hence there will be no separate fees.



**STATEMENT OF WORK No. 7 FOR REACTIVATION**

**UNDER THE MASTER SERVICE AGREEMENT**

**EXECUTED ON 30<sup>TH</sup> JANUARY 2018, BETWEEN**

**DIRECT DIALOGUE INITIATIVES INDIA PRIVATE LIMITED**

**AND**

**GREENPEACE ENVIRONMENT TRUST**

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And

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#### SCOPE OF WORK

The scope of work under the Statement of Work is separate for each Strands or teams and a separate SoW is executed for each strand. Each SoW captures Key Deliverables and Brief Operating Instructions for each Strand. The rates and basis of fees payable will also be specified in each SoW. The detailed operating instructions as well as fees can be modified from time to time based on the business realities of each Strand and policy, regulatory and legislative changes and business environment; but this will be done through a Change order to SoW in terms of para 2.10 of the Master Service Agreement and will take effect from the date of the Change Order.



## **SOW No. 7 for Strand: Reactivation**

### **Definitions:**

Reactivation is a strand that focusses on renewing financial contribution of donors whose donations to GPET has been discontinued. While these donors are in the existing donor database of GPET, however, since they have to be enrolled again in the same manner as a new donor, hence, these donors will be treated as “New Acquisition Donors”.

**Regular/Recurring Donors:** All Donors who have agreed to donate to GPET in a frequency of their choice (Monthly, Quarterly, Half Yearly or Annually) using standing instructions against their bank account or credit card are referred to as Regular/Recurring Donors.

**One Time Donors:** All Donors who have agreed to donate to GPET for one time within a calendar year are referred to as One Time Donors.

**Location:** Callers in Bengaluru and Field Members across India

**Key Deliverables:** Renewing financial support of donors whose contributions to GPET has got stopped due to various reasons.

**Brief Operating Instructions:** The Tele Callers shall call up targeted audience and motivate them to continue their support for the cause GPET is championing. The field team shall meet the Donors face to face and to convince the Donors who have cancelled or whose period has elapsed, to continue with their donation and support towards the cause.

**Key Performance Indicators:** The following parameters shall represent the performance of the Reactivation Strand in both qualitative and quantitative terms and shall be presented by DDII to GPET on a monthly basis:

- Percentage of targeted Donors Contacted during the month (38%)
- Percentage of conversion to continue as a Donor (10%)
- Income to be generated by this strand for GPET in the period of this SoW (Rs.31,00,000)

### **Inputs/assistance required from GPET:**

In order to be able to enrol and service Donors, DDII will require the below listed assistance from GPET:

- Database of donors whose contributions are not coming through anymore with donation history and reasons for discontinuation
- Regular oral and written updates related to all GPET campaigns from the campaigners
- Training sessions by Campaigners before launch of any new campaign/projects
- Staff of GPET visiting cities where DDII is operating, may be requested to set aside a time for speaking to staff of DDII
- GPET staff to participate in fundraising drives with DDII staff as and when requested
- GPET staff to provide response to all queries raised by donors or potential donors. DDII support staff will identify the best person in GPET to respond to the queries received and direct the same to them





### Fees payable by GPET:

The fee structure and schedule for services rendered by DDII to GPET under this SoW is shared below:

Donation Type	Donor Tagged in Database As	Donor Treatment	Fee Rate	Invoice Frequency
One Time – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018, and who have chosen to make a One-Time donation during the period of this SoW	Existing Donor	New Donor	50% on Total Value of Income (without processing charges) credited monthly to GPET's bank account	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	New Donors	70% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from such donors for a period of 12 months from the date of the first debit request sent to the bank.	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	45% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from	Monthly





			such donors for the period of 13 months to 24 months from the date of the first debit request sent to the bank.	
Recurring/Regular Giving – All Donors of GPET who have been enrolled by GPET prior to 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	15% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.	Monthly

**Note: Amount refunded by GPET to donors acquired by DDII will be deducted from the calculations for Fee to be charged by DDII.**



**STATEMENT OF WORK No. 8 FOR UPGRADE**

**UNDER THE MASTER SERVICE AGREEMENT**

**EXECUTED ON 30<sup>TH</sup> JANUARY 2018, BETWEEN**

**DIRECT DIALOGUE INITIATIVES INDIA PRIVATE LIMITED**

**AND**

**GREENPEACE ENVIRONMENT TRUST**

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And

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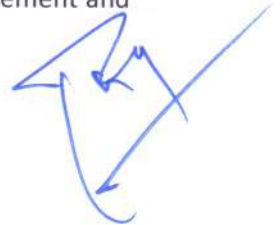
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#### **SCOPE OF WORK**

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## **SOW No. 8 for Strand: Upgrade**

### **Definitions:**

**Regular/Recurring Donors:** All Donors who have agreed to donate to GPET in a frequency of their choice (Monthly, Quarterly, Half Yearly or Annually) using standing instructions against their bank account or credit card are referred to as Regular/Recurring Donors.

**One Time Donors:** All Donors who have agreed to donate to GPET for one time within a calendar year are referred to as One Time Donors.

**Upgrade:** Regular/Recurring donors increasing their donation amount to GPET.

**Location:** Callers in Bengaluru and Field Members across India

**Key Deliverables:** Increasing contribution amount of existing financial donors of GPET.

**Brief Operating Instructions:** The Tele Callers will call up segmented donors and motivate them to increase their contribution amount in support of the causes GPET is championing. The field team shall meet the Donors face to face for updating them about the progress in the campaigns and work of GPET and signing them up for higher contributions as per the terms agreed on their discussion with the callers.

**Key Performance Indicators:** The following parameters shall represent the performance of the Upgrade Strand in both qualitative and quantitative terms and shall be presented by DDII to GPET on a monthly basis:

- Percentage of targeted Donors Contacted during the month (36%)
- Percentage of conversion to upgrade their contribution amount (9%)
- Income to be generated by this strand for GPET in the period of this SoW (Rs.10,00,000)

### **Inputs/assistance required from GPET:**

In order to be able to enrol and service Donors, DDII will require the below listed assistance from GPET:

- Database of existing active donors with donation history
- Regular oral and written updates related to all GPET campaigns from the campaigners
- Training sessions by Campaigners before launch of any new campaign/projects
- Staff of GPET visiting cities where DDII is operating, may be requested to set aside a time for speaking to staff of DDII
- GPET staff to participate in fundraising drives with DDII staff as and when requested
- GPET staff to provide response to all queries raised by donors. DDII support staff will identify the best person in GPET to respond to the queries received and direct the same to them



**Fees payable by GPET:**

The fee structure and schedule for services rendered by DDII to GPET under this SoW is shared below:

Donation Type	Donor Tagged in Database As	Donor Treatment	Fee Rate	Invoice Frequency
One Time – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018, and who have chosen to make a One-Time donation during the period of this SoW	Existing Donor	New Donor	50% on Total Value of Income (without processing charges) credited monthly to GPET's bank account	Monthly
Recurring/Regular Giving – All Existing Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018 and who have chosen to upgrade the amount of their regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	70% on Total Value of Upgraded Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from such donors for a period of 12 months from the date of the first debit request sent to the bank.	Monthly
Recurring/Regular Giving – All Existing Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to upgrade the amount of their regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	45% on Total Value of Upgraded Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from	Monthly



			such donors for the period of 13 months to 24 months from the date of the first debit request sent to the bank.	
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**Note:** Amount refunded by GPET to donors acquired by DDII will be deducted from the calculations for Fee to be charged by DDII.





**STATEMENT OF WORK No. 9 FOR TELE FUNDRAISING**

**UNDER THE MASTER SERVICE AGREEMENT**

**EXECUTED ON 30<sup>TH</sup> JANUARY 2018, BETWEEN**

**DIRECT DIALOGUE INITIATIVES INDIA PRIVATE LIMITED**

**AND**

**GREENPEACE ENVIRONMENT TRUST**

This Statement of Work (SoW) is executed on 30<sup>th</sup> January 2018 (with the services proposed to be rendered hereunder being effective from 1st day of January 2018 to 31<sup>st</sup> December 2018), between

**Direct Dialogue Initiatives India Private Limited**, a company incorporated under the Companies Act, 2013 with CIN Number U74999KA2016PTC097239 and having its Registered Office at 5<sup>th</sup> Floor, Shubharam Complex, Nos. 144 and 144/1, M.G. Road, Bengaluru – 560 001 represented by its Chief Executive Officer, Binu Jacob (Hereinafter referred to as "**DDII**" which term, unless repugnant the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the One Part.

And

**Greenpeace Environment Trust**, a not for profit entity registered as a Trust (Reg No- 616/2001), having its registered office at New No.6 (Old No.21), First Floor, Rajaram Mehta Avenue, Nelson Manickam Road, Chennai, - 600 029, represented by its Honorary Interim- Executive Director, Ramesh Kumar Singh Malla (hereinafter referred to as "**GPET** " which term, unless repugnant to the context and meaning hereof, shall mean and include its successors, transferees and permitted assignees) of the Other Part

(DDII and GPET, where the context so permits, will be referred to hereinafter individually as the "Party" and collectively as the "Parties")

These Statements of Work are annexures to the Master Service Agreement executed between the parties on 30<sup>th</sup> January 2018, as per definition provided under clause 1 of the Master Service Agreement. All covenants agreed between the parties in the Master Service Agreement and amendments made to the said agreement from time to time are applicable to this Statement of Work.

Unless otherwise mentioned in this SoW, it shall expire on 31 December 2018 or expiry of the said Master Service Agreement whichever is earlier.

#### SCOPE OF WORK

The scope of work under the Statement of Work is separate for each Strands or teams and a separate SoW is executed for each strand. Each SoW captures Key Deliverables and Brief Operating Instructions for each Strand. The rates and basis of fees payable will also be specified in each SoW. The detailed operating instructions as well as fees can be modified from time to time based on the business realities of each Strand and policy, regulatory and legislative changes and business environment; but this will be done through a Change order to SoW in terms of para 2.10 of the Master Service Agreement and will take effect from the date of the Change Order.



## **SOW No. 9 for Strand: Tele Fundraising**

### **Definitions:**

**Regular/Recurring Donors:** All Donors who have agreed to donate to GPET in a frequency of their choice (Monthly, Quarterly, Half Yearly or Annually) using standing instructions against their bank account or credit card are referred to as Regular/Recurring Donors.

**One Time Donors:** All Donors who have agreed to donate to GPET for one time within a calendar year are referred to as One Time Donors.

**Location:** Callers in Bengaluru and Field Members across India

**Key Deliverables:** Enrolling people who sign Email petitions as well as Facebook petitions ad signers as financial donors for Greenpeace.

**Brief Operating Instructions:** The Tele Callers will call up targeted potential donors update them about the cause and the organisation and motivate them to support financially. The field team will meet the prospects face to face, update them in more detail about the campaigns and work of GPET and sign them up as financial donors as per the terms agreed on their discussion with the callers.

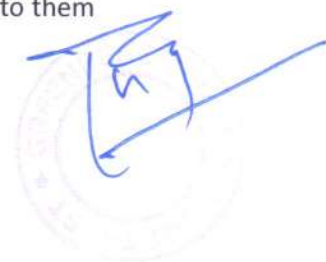
**Key Performance Indicators:** The following parameters will represent the performance of the Tele Fundraising Strand in both qualitative and quantitative terms and shall be presented by DDII to GPET on a monthly basis:

- Number of donors to be acquired in the period of this SoW - (178)
- Retention Rates (6 months retention rate- 75%)
- Pre Debit Attrition Rates (27%)
- Acquisition Income Target to be achieved in the period of this SoW (Rs. 9,25,000)

### **Inputs/assistance required from GPET:**

In order to be able to enrol and service Donors, DDII will require the below listed assistance from GPET:

- Contact details of people (non-donors) who have signed up for receiving updates from GPET and/or participated in campaigns of GPET
- Regular oral and written updates related to all GPET campaigns from the campaigners
- Training sessions by Campaigners before launch of any new campaign/projects
- Staff of GPET visiting cities where DDII is operating, may be requested to set aside a time for speaking to staff of DDII
- GPET staff to participate in fundraising drives with DDII staff as and when requested
- GPET staff to provide response to all queries raised by donors. DDII support staff will identify the best person in GPET to respond to the queries received and direct the same to them





**Fees payable by GPET:**

The fee structure and schedule for services rendered by DDII to GPET under this SoW is shared below:

Donation Type	Donor Tagged in Database As	Donor Treatment	Fee Rate	Invoice Frequency
One Time – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018, and who have chosen to make a One-Time donation during the period of this SoW	New Donor	New Donor	50% on Total Value of Income (without processing charges) credited monthly to GPET's bank account	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> January 2018 and who have chosen to make a regular/recurring donation in a frequency of their choice.	New Donors	New Donors	70% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from such donors for a period of 12 months from the date of the first debit request sent to the bank.	Monthly
Recurring/Regular Giving – All Donors of GPET who have been enrolled by DDII starting 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	45% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.  This rate is applicable on all income generated from	Monthly



			such donors for the period of 13 months to 24 months from the date of the first debit request sent to the bank.	
Recurring/Regular Giving – All Donors of GPET who have been enrolled by GPET prior to 1 <sup>st</sup> March 2017 and who have chosen to make a regular/recurring donation in a frequency of their choice.	Existing Donors	Existing Donors	15% on Total Value of Income (without processing charges) credited monthly to GPET's bank account.	Monthly

**Note:** Amount refunded by GPET to donors acquired by DDII will be deducted from the calculations for Fee to be charged by DDII.

