

To: Mr Prakash Gole

Date: 22 August 1983

From: Chief Executive

Ref.:

Copies: Mr V G Rajadhyaksha,  
Trustee (Finance)

Black-necked Crane Project

Please refer to your letter dated 22 July 1983. We acknowledge receipt of the Contract duly signed by you.

Your paragraph 2 is not understood. WWF INDIA is the provider of funds for projects. Yet, it does not insist on the Contractor accepting the terms and conditions of the Contract. It is presumed that the Contractor fully understands the implications of the Contract and it is upto him or her to seek amendments, to sign or reject it. In these matters, please be advised that we are guided by WWF-International procedures when allotting funds for such purposes.

The clarification you seek on the points raised by you are listed below:-

a) In 1980, from the records held by us, you signed the Contract, which means that you were aware that WWF INDIA provided the funds and therefore all material connected with that project belongs to WWF INDIA. The budget which was approved was submitted by you and as such the question of salaries, etc., does not arise at this stage.

b) If the question of entering into a fresh Contract was under consideration by you, it would have been logical to take up the matter at that stage and not raise it now.

c) I am unable to comment on paragraph 2. You did not ask for royalty to be paid to you nor did you insist on written permission to reproduce whatever material was used? WWF INDIA does not arrogate to itself the right to use any material from individuals unless the work of that particular individual is in relation to special projects sponsored by it by releasing funds. I shall certainly bring this matter to the attention of the Trustees but would at the same time repeat that you were and are under no obligation to sign such contracts if you feel that you are being discriminated against. In any case, you will note that General Condition 1 of the Contract caters for any amendments between the two parties embodied in the Contract.

I would also like to raise a few queries on your 1983 project costs as the expenditure statement submitted by you has a number of items which were not covered in your original budget. For instance, your original budget caters for two return air tickets to Leh and back for Vice Admiral Awati and yourself. In your expense statement, you have shown expenditure for only one return air ticket and we are not sure